WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WILLIAM L. SCHWARTZ AND LEONA E. SCHWARTZ, HIS WIFE	:	(In Equity)

No. 15,152 Equity

Mr. Clerk:

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

1. Original Mortgage from William L. Schwartz and Leona E. Schwartz, his wife to Baltimore Federal Savings and Loan Association, dated October 2nd, 1956 and r ecorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1067 folio 69.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

1952 SEP 11

City and County Form.

LIBER 145 PAGE 2
LIBER 1067 PAGE 69

No. 15,182 Equity

This Mortgage,

Made this 2nd day of October, in the year one thousand, nine hundred and fifty-six, between WILLIAM L. SCHWARTZ and LEONA E. SCHWARTZ, his wife, of the City of Baltimore, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHT THOUSAND NINE HUNDRED AND NINETY-FIVE ($8,995.00) 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 six percent (6%) per annum in the manner following:

By the payment of Sixty-four and 45/100ths ($64.45) Dollars, commencing on the first day of December, 1956, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 2 Block A as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25, folio 12.

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

FILED

1962 SEP 11 AM 9:03

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 Dollars ($90.00), payable half-yearly onthe second days of April and October 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 shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

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

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

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

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

William L. Schwartz (SEAL)
William L. Schwartz

(SEAL)

Leona E. Schwartz (SEAL)
Leona E. Schwartz

(SEAL)

John R. Holland, Jr.
JOHN R. HOLLAND, JR.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 2nd day of October, 19 56, before me, the subscriber, a Notary Public, of the State of Maryland in and for the city aforesaid, personally appeared William L. Schwartz and Leona E. Schwartz, his wife, the herein named Mortgagors, and they

acknowledged the aforegoing mortgage to be their respective act. 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.

Rec'd for record Oct. 3 1956, at 1:06 P.M.
Mailed to Callahan & Calwell.

John R. Holland
JOHN R. HOLLAND, JR.
Notary Public.

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

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

WILLIAM L. SCHWARTZ AND
LEONA E. SCHWARTZ, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

Application No. 42216
Written by GSP
Approved by [illegible] Examiner
Ready for Record

No. 15,182 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 10th day of September 1962 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants, William L. Schwartz and Leona E. Schwartz, 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

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

FILED

1962 SEP 11 AM 9:08

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

WILLIAM L. SCHWARTZ AND

LEONA E. SCHWARTZ, HIS WIFE

IN THE LIBER 145 PAGE 7

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,182 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of **Baltimore Federal Savings and Loan Association** under the mortgage from **William L. Schwartz and Leona E. Schwartz, his wife** to **Baltimore Federal Savings and Loan Association** dated the **2nd** day of **October** 1956, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1067** Folio **69** .

Amount of Mortgage	**$8995.00**
Less - amount paid on principal	**1517.68**
	7477.32
Plus - interest to 10/2/62	**189.45**
	7666.77
Less - balance in expense account	**85.04**
	7581.73

7477.32
85.04
7392.28

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

7

Equity No 15,821

Mortgagee and Attorney's Bond. 1-369

LIBER 11 PAGE 466 LIBER 145 PAGE 8

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 0466-0274-1960-62

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 SEVENTY-SIX HUNDRED AND NO/100 ($7600.00) - 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 William L. Schwartz and Leona E. Schwartz, his wife to Baltimore Federal Savings & Loan Association bearing date the 2nd day of October nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1067, Folio 69, and

Lot #2, Block "A", Bodkins Plains

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Smith

WITNESS: S. Alvey

S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED

1962 OCT 15 AM 9:32

Bond approved this 15th day of October 1962

Louis N. Phipps, Clerk

no 15182

Mortgagee and Attorney's Bond.

1-369

LIBER 11 PAGE 472

LIBER 145 PAGE 9

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N.Y.

ADDITIONAL

BOND NO. 0466-0274-1960-62

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 15th 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 William L. Schwartz and Leona E. Schwartz, his wife to Baltimore Federal Savings & Loan Association bearing date the 2nd day of October nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1067, Folio 69, and

Lot #2, Block "A", 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. Fink

~~Attest~~

WITNESS:

S. Alvey

S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols

R. H. Nichols, Attorney-in-Fact

Bond approved this 17 day of October, 1962

Louis N. Phipps, Clerk

1962 OCT 17 AM 9:03

LIBER 145 PAGE 10

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
WILLIAM L. SCHWARTZ AND LEONA SCHWARTZ, HIS WIFE	:	(In Equity) No. 15182
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1067 folio 69 from said William L. Schwartz and Leona Schwartz, 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 ~~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 3.30 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 2 Block A as shown on a Plat entitled "Second Revised Plat Bodkins Plains", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1962 OCT 17 AM 9:08

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

Attorney's Sale

Of Valuable Leasehold Property

Under and by virtue of the power and authority contained in a Mortgage from William L. Schwartz and Leona E. Schwartz, his wife to Baltimore Federal Savings and Loan Association, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1067 folio 69 (default having occurred thereunder) the undersigned, Attorney, will sell at

Public auction on the premises on

Monday, October 15th, 1962
at 3:30 P. M.
(E. D. T.)

all that 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. 2 Block A as shown on a Plat entitled "Second Revised Plat Bodkins Plains", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25 folio 12, situate on the easterly side of Lockwood Road, having a frontage of 75 feet with a depth of 150 feet.

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

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

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

TERMS OF SALE: — A cash depost 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

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 Seventy-eight Hundred ($7800.00) 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 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

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) (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.

BALTIMORE FEDERAL S. & L. ASS'N.

by Charles E. Williams

Purchaser

Charles E. Williams, Vice President

HARRY C. [illegible] NOTARY PUBLIC BALTIMORE, MD.

Harry C. Miller

Notary Public

FILED

1962 OCT 17 AM 9:08

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ORDER NISI

WALTER S. CALWELL,

Attorney named in Mortgage

versus

WILLIAM L. SCHWARTZ and

LEONA SCHWARTZ, his wife

LIBER 145 PAGE 13

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,182 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 $ 7,800.00

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

WILLIAM L. SCHWARTZ and

LEONA SCHWARTZ, 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

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#12 13

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal (ildin
Baltimore 2, Md.

Attorney's Sale

Of Valuable Leasehold Property

Under and by virtue of the power and authority contained in a Mortgage from William L. Schwartz and Leona E. Schwartz, his wife to Baltimore Federal Savings and Loan Association, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1067 folio 69 (default having occurred thereunder) the undersigned, Attorney, will sell at Public auction on the premises on

Monday, October 15th, 1962

at 3:30 P. M. (E. D. T.)

all that 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. 2 Block A as shown on a Plat entitled "Second Revised Plat Bodkins Plains", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25 folio 12, situate on the easterly side of Lockwood Road, having a frontage of 75 feet with a depth of 150 feet.

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

Subject to the payment of an annual ground rent of $90,00 and to any restrictive covenants, and or Utulity Agreements, of record, affecting the property.

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

O-11

No 31 PM 1:34

19

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 145 PAGE 14

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 30, 1962

We hereby certify, that the annexed

Attorney's Sale

William L. Schwartz

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.

By H. Tilghman

FILED-1962 OCT 31 PM 134

LIBER 145 PAGE 15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 27, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,182

William L. Schwartz

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. 15,182 Equity
WALTER S. CALWELL
Attorney named in Mortgage
versus
WILLIAM L. SCHWARTZ and LEONA SCHWARTZ, 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 namd 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 $7,800.00.

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

True Copy TEST:
LOUIS N. PHIPPS, Clerk
N-15

FILED
1962 NOV 28 PM 12:30

No. M. G. 33736

LIBER 145 PAGE 16

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

WILLIAM L. SCHWARTZ and LEONA E. SCHWARTZ, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,182 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.

Auditor.

February 25, 1963

FINAL ORDER

ORDERED BY THE COURT, this 13th 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

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1963 MAR 13 PM 2:20

Dr. Mortgaged Real Estate of William L. Schwartz & Leona E. Schwartz, his wife

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

				Cr.
By	Amount of Sale, as per Attorney's Report of Sale filed	7,800 00		
By	Interest, 6%, on deferred payment, $7,300.00 from 10/15/62 to 2/15/63	156 00		
By	Adjustment, 1962 taxes, 10/15/62 to 12/31/62	19 17		
			7,975	17
To	Attorney, for fee, viz.	75 00		
To	Attorney, for commissions, viz.	264 00		
			339	00
To	Attorney, for court costs, viz.			
	Plaintiff's Solicitor, appearance fee	10 00		
	Clerk, court costs	31 50		
	Auditor, this account	22 50		
			64	00
To	Attorney, for disbursements, viz.			
	Capital-Gazette Press, Inc.			
	Advertisement & Nisi - Sale	83 24		
	New Amsterdam Casualty Co. - bond	30 40		
	E. T. Newell & Co., Inc.-Auctioneer's fee	35 00		
	Notary fee	1 25		
	Adjustment, ground rent from 10/2/62 to 10/15/62	3 25		
			153	14

	To	Baltimore Federal Savings & Loan				
		Association, Mortgagee, on account				
		of Mortgage claim			7,419	03
					7,975	17
		Balance due on Mortgage, as per				
		claim filed	7,581	73		
		Interest, 6%, on principal balance,				
		$7,392.28, from 10/3/62 to 3/13/63	197	12		
			7,778	85		
		Credit amount allowed above	7,419	03		
		This amount subject to decree in				
		personam	359	82		

LIBER 145 PAGE 19

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	BALTIMORE COUNTY
ROBERT L. ROLOFF AND JOAN EDYTH ROLOFF, HIS WIFE	:	(In Equity) No. 15 313 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 Robert L. Roloff and Joan Edythe Roloff, his wife to Baltimore Federal Savings and Loan Association, dated November 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 158.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage
Baltimore Federal Building
Baltimore 2, Maryland

Le 9-6841

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No. 15,378

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

LIBER 1166 PAGE 158

MARYLAND

LIBER 145 PAGE 20

MORTGAGE

THIS MORTGAGE, made this 13th day of November, A. D. 19 57, by and between ROBERT L. ROLOFF and JOAN EDYTHE ROLOFF, his wife

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

a eorporation 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 eontemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of FOURTEEN THOUSAND TWO HUNDRED FORTY and 00/100ths Dollars ($ 14,240.00), being part of the purehase 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, prineipal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at sueh other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SEVENTY-TWO and 16/100ths Dollars ($72.16), eommeneing on the first day of January, 19 58, and continuing on the first day of eaeh month thereafter until the prineipal and interest are fully paid, except that the final payment of prineipal and interest, if not sooner paid, shall be due and payable on the ~~first day of~~ November 12, 1987 ~~xxxx~~. 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 seeure 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 répayment thereof, with interest, should be secured by the exeeution 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 reeeipt whereof is hereby aeknowledged, the Mortgagor does hereby grant, eonvey, and assign unto the Mortgagee, its successors and assigns, all the following described property in 3rd Election District, Anne Arundel County, in the State of Maryland, to wit:

BEING known and designated as Lot No. 9, Block E, as shown on Plat "Blossom Hills, Section 1 Amended and Section 2", dated May, 1955, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto which was granted and conveyed by Old Orems Building and Development Corporation unto the within named Mortgagors.

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

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

Norge Washer
Norge Dryer
Norge Refrigerator

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **FOREVER IN FEE SIMPLE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

John R. Holland, Jr.
JOHN R. HOLLAND, JR.

Robert L. Roloff [SEAL]
ROBERT L. ROLOFF

[SEAL]

Joan Edythe Roloff [SEAL]
JOAN EDYTHE ROLOFF

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 1166 PAGE 162

I HEREBY CERTIFY, That on this 13th day of November, 19 57, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City, State aforesaid, personally appeared Robert L. Roloff and Joan Edythe Roloff, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

John R. Holland, Jr.
Notary Public.
JOHN R. HOLLAND, JR.

Rec'd for record Nov. 14 1952 at 12:45 P.M.
Mailed to The Colonial Title Guarantee Co.

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

46049
D.H.
Examiner
Approved by
Ready for Record

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

ROBERT L. ROLOFF AND
JOAN EDYTHE ROLOFF, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

LIBER 145 PAGE 24

MILITARY AFFIDAVIT No. 15,313 Equity

Docket 20 folio 400

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 13th day of November 1957 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, Robert L. Roloff and Joan Edythe Roloff, his wife

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

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

Walter S. Calwell

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link - Notary Public

FILED

1962 NOV 28 AM 9:12

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WALTER S. CALWELL, LIBER 145 PAGE 25

Attorney Named in Mortgage

VS.

ROBERT L. ROLOFF AND

JOAN EDYTHE ROLOFF, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,313 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Robert L. Roloff and Joan Edythe Roloff, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **13th** day of **November** 1957, and recorded among the Land Records of **Anne Arundel** County in Liber G.T.C. No. **1166** Folio **158** .

Amount of Mortgage	$14,240.00
Less - amount paid on principal	1,095.60
	13,144.40
Plus - interest to 11/16/62	321.98
	13,466.38
Less - balance in expense account	32.61
	13,433.77

13144.40
32.61
13111.79

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **26th** 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.

WITNESS my hand and Notarial Seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

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Clara M. Link Notary Public

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Equity 15,313

Mortgagee and Attorney's Bond. 1-369

LIBER 11 PAGE 519 LIBER 145 PAGE 26

New Amsterdam Casualty Company

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 0466-0274-2340-62

Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New-York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of THIRTEEN THOUSAND, NINE HUNDRED AND NO/100 ($13,900.00) - - - - - - - - - - - - - - - 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 27th day of December 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 Robert L. Roloff and Joan Edythe Roloff, his wife to Baltimore Federal Savings & Loan Association bearing date the 13th day of November nineteen hundred and fifty-seven. and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1166, Folio 158, and

is about to sell the land and premises described in said Mortgage, 102 Dupont Ave., A. A. Co., Md. default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, Sealed and Delivered in the presence of

Clara M. Lirik

xAxxxxx WITNESS:

S. Alvey

S. Alvey

Walter S. Calwell (Seal)

Walter S. Calwell (Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols

R. H. Nichols, Attorney-in-Fact

FILED
1962 DEC 31 AM 9:25

Bond approved this 31 day of December, 1962

Louis N. Phipps, Clerk

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WALTER S. CALWELL, Attorney Named in Mortgage VS. ROBERT L. ROLOFF AND JOAN EDYTHE ROLOFF, HIS WIFE	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 15313

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 3rd day of January, 19 63, 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

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1963 JAN -7 PM 12:07

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link Notary Public

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.		ANNE ARUNDEL COUNTY
	:	
ROBERT L. ROLOFF AND JOAN EDYTHE ROLOFF, HIS WIFE	:	(In Equity) - No. 15,313
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 158 from said Robert L. Roloff and Joan Edythe Roloff, 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 3rd day of January, 1963 at 3.15 P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known and designated as Lot No. 9, Block E, as shown on the Plat of "Blossom Hills, Section 1 Amended and Section 2", dated May, 1955, by James D. Hicks & Associates, Registered Surveyors, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 37, the improvements whereon are now known as No. 102 DuPont Avenue; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

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1963 JAN -7 PM 12:07

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

Attorney's Sale

Of Valuable Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from Robert L. Roloff and Joan Edythe Roloff, his wife to Baltimore Federal Savings and Loan Association, dated November 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 158 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Thurs., Jan. 3, 1963

at 3:15 P.M.

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

Being known and designated as Lot No. 9, Block E, as shown on Plat of "Blossom Hills, Section 1 Amended and Section 2", dated May 1955, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 37; the improvements whereon are now known as No. 102 DuPont Avenue.

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

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

The improvements consist of a modern detached partial brick and frame bungalow, containing 5 rooms (3 bedrooms) 1 bath, forced warm air gas fired heat, built in garage.

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

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

D-27

LIBER 145 PAGE 29

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 Thirteen Thousand eight Hundred thirty-four ($13,834.00) Dollars, in fee simple, 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 4th day of January, 1963 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

Clara M. Link, Notary Public

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

Attorney's Sale

Of Valuable Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from Robert L. Roloff and Joan Edythe Roloff, his wife to Baltimore Federal Savings and Loan Association, dated November 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1166 folio 158 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Thurs., Jan. 3, 1963
at 3:15 P.M.

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

Being known and designated as Lot No. 9, Block E, as shown on Plat of "Blossom Hills, Section 1 Amended and Section 2", dated May 1955, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 37; the improvements whereon are now known as No. 102 DuPont Avenue.

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

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

The improvements consist of a modern detached partial brick and frame bungalow, containing 5 rooms (3 bedrooms) 1 bath, forced warm air gas fired heat, built in garage.

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

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

D-27

OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 145 PAGE 31

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1963

We hereby certify, that the annexed

Attorney's Sale

Robert L. Roloff

15,313 Eq

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of January, 1963. The first insertion being made the 6th day of December, 1962

FILED
1963 JAN 4 PM 2:38

THE CAPITAL-GAZETTE PRESS, INC.

By A. Valgreen

ORDER NISI

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

ROBERT L. ROLOFF AND JOAN EDYTHE ROLOFF, HIS WIFE

LIBER 145 PAGE 32

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,313 Equity

Ordered, this 7th day of January, 19 63, 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 11th 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 11th day of February next.

The report states that the amount of sale was $ 13,834.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty. FOR: MARYLAND GAZETTE Jan. 10th Edition

(Final Order)

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

ROBERT L. ROLOFF AND JOAN EDYTHE ROLOFF, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th 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.

V. Bruce Duckett

JUDGE.

FILED

1963 FEB 13 PM 1:18

13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 145 PAGE 33

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,313

Robert L. Roloff

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of February, 1963. The first insertion being made the 10th day of January, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1963 FEB -6 PM 2:48

No. M. G. 33925

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,313 Equity

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

ROBERT L. ROLOFF AND JOAN EDYTHE ROLOFF, HIS WIFE

Ordered, this 7th day of January, 1963, 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 11th 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 11th day of February next.

The report states that the amount of sale was $13,834.00

LOUIS N. PHIPPS, Clerk.

True Copy, TEST:

LOUIS N. PHIPPS

Clerk.

J-31

LIBER 145 PAGE 34

In the Case of

Walter S. Calwell, Attorney
named on Mortgage

vs.

Robert L. Roloff
and
Joan Edyth Roloff, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,313 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 28 PM 2:14 FILED

All of which is respectfully submitted.

Louis A. Anderson Jr.
Auditor.

2/28/63

FINAL ORDER

ORDERED BY THE COURT, this 18th 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: B. Fitzhugh, deputy

FILED
1963 MAR 18 AM 10:51

Dr. Mortgaged Real Estate of Robert L. Roloff & Joan Edyth Roloff, 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	13834	00			
By	Interest, 6%, on deferred payment, #13534.00 from 1/3/63 to 2/14/63	96	84			
					13930	84
To	Attorney, for fee, viz	50	00			
To	Attorney, for commissions, viz	445	02			
					495	02
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.					
	Advertising & Nisi Sale	79	76			
	New Amtersdam Casualty Co. bond	55	60			
	E.T. Newell & Co. Inc. auctioneer's fee	35	00			
	Notary fees	1	25			
	Adjustment, 1963 taxes from 1/1/63 to 1/3/63	1	77			
					173	38
To	Baltimore Federal Savings & Loan Association, Mortgagee, on account of mortgage claim				13201	94
					13930	84
	Balance due on mortgage, as per					

claim filed	13433	77	
Interest, 4½%, on principal balance, $13,111.79 from 11/17/62 to 3/15/63	174	03	
	13607	80	
Credit amount allowed above	13201	94	
this amount subject to decree in perscnam	405	86	

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WILLIAM L. DAVIS AND LINDA DAVIS, HIS WIFE	:	(In Equity)

No. 15,314 Equity

Mr. Clerk:

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

1. Original Mortgage from William L. Davis and Linda Davis, his wife to Baltimore Federal Savings and Loan Association, dated October 28th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1435 folio 33.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1962 NOV 28 AM 9:12

No. 15,314 Equity

City and County Form.

BOOK 1435 PAGE 33 LIBER 145 PAGE 38

This Mortgage, Made this 28th day of October, in the year one thousand, nine hundred and sixty, between

WILLIAM L. DAVIS and LINDA DAVIS, his wife

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

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

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

By the payment of SEVENTY-NINE & 33/100ths ($79.33) Dollars, commencing on the first day of December, 1960, 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. 38 as shown on the Plat entitled "Second Revision Sharonville" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 31.

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

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1962 NOV 28 AM 9:12

PLAINTIFF'S EXH. "A"

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Robert F. Vavrina
ROBERT F. VAVRINA

William L. Davis (SEAL)
William L. Davis

(SEAL)

Linda L. Davis (SEAL)
Linda Davis

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT: BOOK 1435 PAGE 36

On this 28th day of October, 1960, before me, a Notary Public of said State, personally appeared WILLIAM L. DAVIS and LINDA DAVIS, his wife

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

AS WITNESS my hand and Notarial Seal.

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

Robert F. Vavrina
ROBERT F. VAVRINA Notary Public

My commission expires 5-1-61

Rec'd for record Oct. 31, 1960 at 12:04 P.M.
Mailed to The Colonial Title Guarantee Co.

LIBER 145 PAGE 41

MILITARY AFFIDAVIT No. 15,314

Docket 20 folio 401

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 aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants, William L. Davis and Linda Davis, his wife

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

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

Walter S. Calwell

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

FILED

1962 NOV 28 AM 9:12

WALTER S. CALWELL

LIBER 145 PAGE 42

IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

WILLIAM L. DAVIS AND

LINDA L. DAVIS, HIS WIFE

No. 15,314 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **William L. Davis and Linda L. Davis, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **28th** day of **October** 19 **60**, and recorded among the Land Records of **Anne Arundel** County in Liber G.T.C. No. **1435** Folio **33** .

Amount of Mortgage	**$15,900.00**	
Less - amount paid on principal	**214.00**	
	15,686.00	15686.00
Plus - interest to 11/21/62	**253.98**	97.20
	15,939.98	16088.80
Less - balance in expense account	**97.20**	
	15,842.78	

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **26th** 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.

FILED

1962 NOV 28 AM 9:12

Clara M. Link

Clara M. Link Notary Public

6

Mortgagee and Attorney's Bond. 1-369

LIBER 11 PAGE 520 LIBER 145 PAGE 43

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 0466-0274-2339-62

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 ELEVEN THOUSAND, SIX HUNDRED AND NO/100 ($11,600.00) - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 27th day of December in the year nineteen hundred and sixty-two.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from William L. Davis and Linda Davis, his wife, to Baltimore Federal Savings & Loan Association bearing date the 28th day of October nineteen hundred and sixty. and recorded among the Land Records of Anne Arundel County, in Liber G.L.B. No. 1435, Folio 33, and

301 Sharon Drive, A. A. Co., Md.

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Smith
WITNESS:

S. Alvey
S. Alvey

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 31 day of December, 1962

Louis N. Phipps, Clerk

FILED
1962 DEC 31 AM 9:25

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

Attorney's Sale

Of Valuable Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from William L. Davis and Linda Davis, his wife to Baltimore Federal Savings and Loan Association, dated October 28th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1435 folio 33 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Thurs., Jan. 3, 1963
at 3:30 P.M.

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

Being known and designated as Lot No. 38 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31; the improvements thereon are now known as No. 301 Sharon Drive.

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

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

The improvements consist of a split level type dwelling containing 7 rooms, 2½ baths, forced warm air oil fired heat, and a carport.

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

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

D-87

N
7-A

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 1475 PAGE 44

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1963

We hereby certify, that the annexed

Attorney's Sale

William L. Davis

15-314

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 January, 1963. The first insertion being made the 6th day of December, 1962

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1963 JAN 4 PM 2:38

By A. Wightman

Equity 20 15,314

Mortgagee and Attorney's Bond. 1-369

LIBER 145 PAGE 45 LIBER 11 PAGE 530

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

ADDITIONAL
BOND NO. 0466-0274-2339-62

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 FOUR THOUSAND, FIVE HUNDRED AND NO/100 ($4,500.00) - - - - - - - - - - - - - - - - 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 4th day of January in the year nineteen hundred and SIXTY-THREE

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from William L. Davis and Linda Davis, his wife, to Baltimore Federal Savings & Loan Association bearing date the 28th day of October nineteen hundred and sixty. and recorded among the Land Records of Anne Arundel County, in Liber G.L.B. No. 1435, Folio 33, and

301 Sharon Drive, A. A. Co., Md.

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Lenk

XXXXXX
ITNESS:

S. Alvey
S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 2nd day of January, 1963

Louis M. Phipps, Clerk

FILED
1963 JAN -7 PM 12:08

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WILLIAM L. DAVIS AND LINDA L. DAVIS, HIS WIFE	:	Equity No. 15,314

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 3rd day of January, 19 63, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL S. & L. ASS'N.

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

FILED

JAN -7 PM 12:08

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link Notary Public

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LIBER 145 PAGE 47

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WILLIAM L. DAVIS AND LINDA L. DAVIS, HIS WIFE	:	(In Equity) - No. 15,314
	:	
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated October 28th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1435 folio 33 from said William L. Davis and Linda L. Davis, 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 3rd day of January, 1963 at 3.30 P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 38 as shown on the Plat entitled "Second Revision Sharonville", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31, the improvements whereon are now known as No. 301 Sharon Drive; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1963 JAN -7 PM 12:08

1D

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

Attorney's Sale

Of Valuable Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from William L. Davis and Linda Davis, his wife to Baltimore Federal Savings and Loan Association, dated October 28th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1435 folio 33 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Thurs., Jan. 3, 1963
at 3:30 P.M.

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

Being known and designated as Lot No. 38 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31; the improvements thereon are now known as No. 301 Sharon Drive.

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

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

The improvements consist of a split level type dwelling containing 7 rooms, 2½ baths, forced warm air oil fired heat, and a carport.

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

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

D-87

LIBER 145 PAGE 48

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

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Sixteen Thousand one Hundred ($16,100.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell,

Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 4th day of January, 1963 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

Clara M. Link, Notary Public

ORDER NISI

LIBER 145 PAGE 50

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

WILLIAM L. DAVIS AND LINDA L. DAVIS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,314 Equity

Ordered, this 7th day of January, 1963, 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 11th 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 11th day of February next.

The report states that the amount of sale was $16,100.00

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty.
(Final Order)

FOR: MARYLAND GAZETTE Jan. 10th Edition

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

WILLIAM L. DAVIS AND LINDA L. DAVIS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th 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.

O Bowie Duckett
JUDGE.

FILED

1963 FEB 13 PM 1:17

17

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 145 PAGE 51

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,314 Equity

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE
versus
WILLIAM L. DAVIS AND LINDA L. DAVIS, HIS WIFE.

Ordered, this 7th day of January, 1963, 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 11th 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 11th day of February next.

The report states that the amount of sale was $16,100.00

LOUIS N. PHIPPS, Clerk.

True Copy,
TEST: LOUIS N. PHIPPS
Clerk.

J-31

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,314

William L. Davis

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of February, 1963. The first insertion being made the 10th day of January, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 FEB -6 PM 2:48

No. M. C. 33976

By H. Tilghman

13

LIBER 145 PAGE 52

In the Case of

Walter S. Calwell, Attorney
Named on Mortgage

VS.

William L. Davis
and
Linda Davis, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15314 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 28 PM 2:14

All of which is respectfully submitted.

Auditor.

2/28/63

FINAL ORDER

ORDERED BY THE COURT, this 18 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 18 AM 10:52

14

Dr. Mortgaged Real Estate of William L. Davis & Linda Davis, 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	16100	00		
	By	Interest, 6%, on deferred payment, $15,600.00 from 1/3/63 to 2/14/63	112	70		
					16212	70
	To	Attorney, for fee, viz	150	00		
	To	Attorney, for commissions, viz	513	00		
					663	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				
		Advertising & Nisi Sale	76	24		
		New Amtersdam Casualty Co. bond	64	40		
		E.T. Newell & Co., Inc. auctioneer's fee	35	00		
		Notary fees	1	25		
		Adjustment, 1963 taxes from 1/1/63 to 1/3/63	1	32		
					178	21
	To	Baltimore Federal Savings & Loan Association, Mortgagee, on account of mortgage claim			15307	99
					16212	70
		Balance due on mortgage, as per claim filed	15842	78		

		Interest, 5¼%, on principal balance,			
		$15,588.80, from 11/22/62 to 3/15/63	211	87	
			16054	65	
		Credit amount allowed above	15307	99	
		this amount subject to decree in per-			
		somam	746	66	

LIBER 145 PAGE 55

A. STEPHEN GREGORIUS, Attorney named in Mortgage, Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
HUNTER D. BOOTH and	*	OF
BESSIE VIRGINIA BOOTH, his wife, Defendants	*	ANNE ARUNDEL COUNTY

Equity

Equity No. 13,900

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket the above entitled suit, and file the enclosed mortgage dated June 7th, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1210, folio 483, from the said Defendants to Saint Casimir's Savings and Loan Association, Incorporated.

A. Stephen Gregorius

A. Stephen Gregorius, Attorney named in Mortgage

FILED

1960 AUG -1 AM 9:27

LIBER 145 PAGE 56 LIBER 1210 PAGE 483 Equity No. 13,900

This Mortgage, Made this 7th day of June, in the year 1958, between Hunter D. Booth and Bessie Virginia Booth, his wife,

Mortgagors,

and SAINT CASIMIR'S SAVINGS AND LOAN ASSOCIATION, INCORPORATED, a Maryland corporation, Mortgagee.

WHEREAS, the said Mortgagors, being members of said Mortgagee, have received therefrom an advance of Eight thousand ($8,000.00) Dollars on eighty shares of its stock, the execution of this mortgage having been a condition precedent to the granting of the said advance, and to secure future advances, if any, as provided by law, and

WHEREAS the said Mortgagors covenant and agree to repay to the Mortgagee the sum so advanced in the following manner:

By the payment every month the sum of $ 68.80 as principal and interest until the whole sum so advanced shall be paid, said interest to be computed at 6% yearly on the share plan, that is, as each $100.00 of the principal is paid, then the interest shall be reduced in the sum of 50 cents; also to pay at the same time in even instalments the annual taxes, ground rent, insurance premiums and other public charges and assessments that may be levied on the said property.

The said instalment payment may be applied by the Mortgagee in the following order:

First: To the payment of interest.

Second: To the payment of all taxes, ground rent, insurance premiums and other charges or assessments affecting the said property, and

Third: To the payment of the aforesaid principal sum.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and of one dollar, the said Mortgagors hereby grant, convey and assign unto the said Mortgagee, all that lot of ground together with the improvements thereon and all rights thereto appurtenant, situated in ~~Baltimore~~ Anne Arundel County State of Maryland, known as No. 520 Holy Cross Road, and

BEING more particularly described in a deed dated of even date herewith, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County immediately prior hereto from Wilson J. Gould and wife

to the said Mortgagors, reference to said deed hereby being made for complete description.

IF, HOWEVER, the said Mortgagors shall make the payments and perform the covenants herein, then this mortgage shall be void.

AND the said Mortgagors covenant with the said Mortgagee as follows:

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

II. Not to remove or demolish any building or fixtures now on the premises and to keep the improvements thereon in good order and repair. It is agreed that all fixtures are to be included in this mortgage, including all bathroom and plumbing fixtures, equipment and accessories, all kitchen cabinets, hot water heaters, gas and electric ranges, laundry tubs, screens, screen doors, storm windows and doors, lighting fixtures, heating plant, piping, tubing, radiators, oil burner units, and motors used in connection therewith.

III. That should the title to the mortgaged property be conveyed, transferred or assigned to any person or corporation other than the Mortgagors whether voluntarily or involuntarily without the Mortgagee's written consent, then the whole of said principal sum shall become due and payable.

IV. That the whole of said principal sum shall become due after default in the payment of any instalment as herein provided for thirty days, or at any time after default in the performance of any of the foregoing covenants.

V. To be bound by the Constitution and By-Laws of the Mortgagee.

VI. That the Mortgagee 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 premiums and account therefore as the Court may direct.

FILED

1960 AUG -1 AM 9:28

VII. And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagors hereby authorize the said Mortgagee or A. Stephen Gregorius, 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 by 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 Fifty dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in said State; (2) to the payment of all claims of said Mortgagee, under this mortgage whether the same shall have matured or not; (3) the surplus, if any, to the said Mortgagors, or to whoever may be entitled to the same.

AND it is agreed that until default is made the said Mortgagors shall retain possession of the mortgaged property.

Whenever the singular or plural number is used herein, it shall equally include the others, and every mention herein of the Mortgagor or Mortgagee shall include the heirs, executors, administrators, successors and assigns of the party so designated.

WITNESS the hands and seals of said Mortgagors:

TEST:

Edward J. Jasion

Hunter D. Booth (SEAL)

Bessie Virginia Booth (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 7th day of June, 1958, before me, the undersigned Notary Public of the City and State aforesaid, personally appeared Hunter D. Booth and Bessie Virginia Booth, his wife, the Mortgagors named in the aforegoing mortgage, and acknowledged the foregoing mortgage to be their act; and at the same time appeared William Jasion, 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.

WITNESS my hand and Notarial Seal.

EDWARD J. JASION NOTARY PUBLIC BALTIMORE, MD.

Edward J. Jasion, Notary Public.

7.V2

Rec'd for record June 11 1958 at 11:23 A.M.

Mailed to A. Stephen Gregorius

FOR VALUE RECEIVED, SAINT CASIMIR'S BUILDING AND LOAN ASSOCIATION, INCORPORATED, hereby releases the within mortgage.

WITNESS the corporate seal of said Releasor and the signature of ..... its President, this ..... day of ....., 195....

TEST:

.....

President.

.....

3

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

LIBER 145 PAGE 58

A. STEPHEN GREGORIUS,
Attorney named in Mortgage,
Plaintiff

vs.

HUNTER D. BOOTH and

BESSIE VIRGINIA BOOTH,
his wife, Defendants

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Docket 19 Folio 83

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 William Jasion

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.

William Jasion
Affiant.

Subscribed and sworn to before me
this 29th day of July 1960

A. Stephen Gregorius
Notary Public

A. STEPHEN GREGORIUS NOTARY PUBLIC BALTIMORE CO., MD.

FILED
1960 AUG -1 AM 9:28

LIBER 145 PAGE 59

A. STEPHEN GREGORIUS, Attorney named in Mortgage, Plaintiff	*	IN THE
	*	CIRCUIT COURT
vs.	*	OF
HUNTER D. BOOTH and	*	ANNE ARUNDEL COUNTY
BESSIE VIRGINIA BOOTH, his wife, Defendants	*	

Equity

Equity No. 13,900

STATEMENT

Amount of mortgage loan	$8,000.00
Paid on account	623.24
Principal balance due	7,376.76
Interest, 3 months to 7/27/60	110.67
Total amount due	7,487.43

Thomas Malanowski

Thomas Malanowski, Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this day of July, 1960, before me, the undersigned Notary Public of the State and City aforesaid, personally appeared Thomas Malanowski, Secretary of Saint Casimir's Savings and Loan Association, Incorporated, 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.

Witness my hand and Notarial Seal:

A. STEPHEN GREGORIUS NOTARY PUBLIC BALTIMORE CO., MD.

A. Stephen Gregorius

A. Stephen Gregorius, Notary Public

FILED

1960 AUG -1 AM 9:28

GTC No 1210 Folio 483

STATEMENT OF MORTGAGE CLAIM

LIBER 145 PAGE 60

A. STEPHEN GREGORIUS, Attorney named in Mortgage, Plaintiff

vs.

HUNTER D. BOOTH and BESSIE VIRGINIA BOOTH, his wife, Defendants

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY

No. 13,900 Equity

AMENDED STATEMENT OF MORTGAGE DEBT

Amount of mortgage loan	$8,000.00
Paid on account	928.84
	7,071.16
Interest, 5 months to 12/27/62	177.50
Total amount due	7,248.66

Thomas Malanowski, Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this ..... day of December ..... in the year nineteen hundred and sixty-two, before me, a Notary Public of the State of Maryland, in and for ~~said City~~ County of Baltimore, personally appeared Thomas Malanowski, Secretary of Saint Casimir's Savings and Loan Association, Incorporated, 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,

A. Stephen Gregorius

Notary Public.

A. STEPHEN GREGORIUS NOTARY PUBLIC BALTIMORE CO., MD.

FILED 1962 DEC 27 PM 12:49

6

Trustee's Bond
LIBER 145 PAGE 61 LIBER 11 PAGE 516 No. 13,900 Equity

KNOW ALL MEN BY THESE PRESENTS:

THAT WE A. Stephen Gregorius, 607 Charles Street Avenue, Towson-4, Md. as principal, and National Surety Co. - 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 Eight Thousand ($8000.00) 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 27th day of Dec. in the year of our Lord one thousand nine hundred and Sixty-Two.

WHEREAS, the above bounden A. Stephen Gregorius by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ ANNA ARUNDEL COUNTY, has been appointed trustee to sell certain properties mentioned in the proceedings in the case of A. Stephen Gregorius, Attorney named in Mortgage vs. Hunter D. Booth, and Bessie Virginia Booth, his wife now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN A. Stephen Gregorius 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

A. Stephen Gregorius (SEAL)
A. STEPHEN GREGORIUS

(SEAL)
(SEAL)
(SEAL)

Signed, sealed and delivered in the presence of

John F. Kennedy Jr.
JOHN F. KENNEDY, JR AS-TO-ALL

NATIONAL SURETY CORPORATION
By John H. McFaul
Attorney-in-Fact
JOHN H. McFAUL.

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the National Surety Corporation a corporation of the State of New York does hereby constitute and appoint Rose M. Bausch, Carroll O. Gray and John H McFaul jointly or severally its attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of Baltimore City, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney-in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said National Surety Corporation duly affixed by its Vice-President and attested by its Assistant Secretary, this 4th day of August, 19 61

NATIONAL SURETY CORPORATION
By: C. A. Keppler
Vice President

ATTEST:
Geo. F. Texido
Assistant Secretary

FILED
1962 DEC 27 PM 12:49

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

Dec. 27th, 1962

NATIONAL SURETY CORPORATION
By Catherine F. Minderlein
Resident *Assistant Secretary*
Catherine F. Minderlein

Bond approved this 27th day of December, 1962
Louis H. Phipps, Clerk

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

LIBER 145 PAGE 62

A. STEPHEN GREGORIUS,

Attorney named in Mortgage,
Plaintiff

vs.

HUNTER D. BOOTH and

BESSIE VIRGINIA BOOTH,
his wife, Defendants

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

Equity **Docket** 19 **Folio** 83

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 William Jasion

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.

William Jasion
Affiant.

Subscribed and sworn to before me this 27th day of December 1962

A. Stephen Gregorius
Notary Public

A. STEPHEN GREGORIUS NOTARY PUBLIC BALTIMORE CO., MD.

FILED

1963 JAN -2 AM 10:30

LIBER 145 PAGE 63

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 27th 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 Mildred F. Fico, Frank A. Fico, purchasers at the foreclosure sale in this cause, and made oath in due form of law (that they ~~is~~ are the purchasers and purchased the same as principal and not as agent for anyone) (~~that he is the agent for the purchaser~~, _____,) and that they ~~has~~ have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Mrs. Frank A. Fico

Mildred F. Fico (SEAL)
Purchaser

Notary Public

FILED
1963 JAN -2 AM 10:30

REPORT OF SALE

LIBER 145 PAGE 64

A. STEPHEN GREGORIUS, Attorney named in Mortgage,
Plaintiff

vs.

HUNTER D. BOOTH and

BESSIE VIRGINIA BOOTH, his wife,
Defendants

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

Equity No. 13,900

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

The Report of Sale of A. Stephen Gregorius, Attorney named in the mortgage described ~~Trustee appointed by the decree~~ in the above entitled cause, ~~having~~ sold the fee simple property known as No. 520 Holy Cross Road, being the property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust ~~as prescribed by said decree~~, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

The Maryland Gazette, a weekly

~~daily~~ newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said ~~Trustee~~ Attorney, did pursuant to said notice on Thursday, the 27th day of December, 1962, at 2:00 o'clock P.M. attend on the premises and then and there sold said fee simple property known as No. 520 Holy Cross Road, and being more particularly described in said advertisement, a copy of which is attached hereto and made a part hereof, to Frank J. Fico and Mildred Florence Fico, his wife, at and for the sum of $8,005.00, they having been the highest bidder.

A. Stephen Gregorius, Atty.

A. Stephen Gregorius, Attorney
named in Mortgage

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

I HEREBY CERTIFY, That on this 27th day of December 1962 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore aforesaid, personally appeared A. Stephen Gregorius, Attorney as aforesaid, ~~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

1963 JAN -2 AM 10:30

As witness my hand and Notarial Seal,

M. Jacqueline McCurdy
Notary Public.

M. JACQUELINE McCURDY
NOTARY PUBLIC
ANNE ARUNDEL CO., MD.

10

A. STEPHEN GREGORIUS
Attorney at Law
6201 Eastern Avenue
Baltimore 24, Maryland

Attorney's Sale

VALUABLE FEE SIMPLE DWELLING

KNOWN AS
NO. 520 HOLY CROSS ROAD
ARUNDEL GARDENS

Under and by virtue of the power and authority contained in a mortgage from Hunter D. Booth and Bessie Virginia Booth, his wife, dated June 7th, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1210, folio 483, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Thursday
December 27, 1962
at 2:00 P.M.

All those lots of ground and improvements lying in the Fifth Election District of Anne Arundel County, Maryland, known as Lots Nos. 48 and 49 in Block Q as shown on the Plat of Arundel Gardens, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 15, folio 5.

TOGETHER with the improvements thereon and all rights thereto appurtenant in fee simple, subject to any restrictive covenants or agreements of record affecting same.

The improvements consist of a one-story frame ranch type dwelling.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to date of settlement. All taxes and public charges to be adjusted to date of sale.

A. STEPHEN GREGORIUS
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer. D-29

A. STEPHEN GREGORIUS
Attorney at Law
6201 Eastern Avenue
Baltimore 24, Maryland

Attorney's Sale

VALUABLE FEE SIMPLE DWELLING

KNOWN AS
NO. 520 HOLY CROSS ROAD
ARUNDEL GARDENS

Under and by virtue of the power and authority contained in a mortgage from Hunter D. Booth and Bessie Virginia Booth, his wife, dated June 7th, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1210, folio 483, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Thursday
December 27, 1962
at 2:00 P.M.

All those lots of ground and improvements lying in the Fifth Election District of Anne Arundel County, Maryland, known as Lots Nos. 48 and 49 in Block Q as shown on the Plat of Arundel Gardens, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 15, folio 5.

TOGETHER with the improvements thereon and all rights thereto appurtenant in fee simple, subject to any restrictive covenants or agreements of record affecting same.

The improvements consist of a one-story frame ranch type dwelling.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to date of settlement. All taxes and public charges to be adjusted to date of sale.

A. STEPHEN GREGORIUS
Atorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer. D-20

No. M. G. 9400-1

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 145 PAGE 66

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1963

We hereby certify, that the annexed Attorney's Sale Hunter D. Booth 13,900 Eq.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of December, 1962. The first insertion being made the 29th day of November, 1962

FILED
1963 JAN -4 PM 2:38

THE CAPITAL-GAZETTE PRESS, INC.
By A. Tilghman

ORDER NISI

A. STEPHEN GREGORIUS, ATTORNEY
NAMED IN MORTGAGE

versus

HUNTER D. BOOTH AND
BESSIE VIRGINIA BOOTH, HIS WIFE

LIBER 145 PAGE 67

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,900 Equity

Ordered, this 2nd day of January, 1963, That the sale of the property in these proceedings mentioned made and reported by A. STEPHEN GREGORIUS, ATTORNEY NAMED IN MORTGAGE

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of February next.

The report states that the amount of sale was $ 8,005.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

A. Stephen Gregorius, Atty. FOR: MARYLAND GAZETTE Jan. 10th Edition

(Final Order)

A. STEPHEN GREGORIUS, ATTORNEY
NAMED IN MORTGAGE

versus

HUNTER D. BOOTH AND
BESSIE VIRGINIA BOOTH, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th 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.

V. Bruce Duckett
JUDGE.

FILED
1963 FEB 13 PM 1:17

12

LIBER 145 PAGE 68

A. Stephen Gregorius, Attorney named in Mortgage	(	In The
	)	Circuit Court
vs.	(	For
Hunter D. Booth and Bessie Virginia Booth, his wife.	)	Anne Arundel County.
	(	In Equity.

- - - - - - - - - -

Petition and Order to Allow Mortgage Claim.

To the Honorable, the Judges of said Court:

The Petition of Plaza Corporation, Assignee, by its Solicitor, Thomas Isekoff, respectfully represents unto Your Honors:

1. The the above entitled cause is a foreclosure proceeding for the sale of fee simple property known as No. 520 Holy Cross Road, Anne Arundel County; that the property has been sold, the sale reported, and will be duly ratified and confirmed in due time, as the Order Nisi went out thereon on January 2nd, 1963.

2. That Your Petitioner is the holder of a second purchase money mortgage executed by the defendants herein unto Wilson J. Gould and wife, dated June 7, 1958, and which was assigned by Assignment of Mortgage dated November 6, 1958, by the said Gould and wife unto Your Petitioner (3rdly mentioned in the Assignment of Mortage), photo copies of which second purchase money mortgage and Assignment of Mortgage, are filed herewith and marked Petitioner's Exhibits No. 1 and 2, respectively.

3. That Your Petitioner is therefore, a Mortgage creditor of the defendants and that there is due and owing unto Your Petitioner, under the said second mortgage the sum of $2,022.07 with interest of $252.75 to January 7, 1963, making a total of $2,274.82 due to Your Petitioner herein.

4. That the said second purchase money mortgage was a lien on the above mentioned property immediately subsequent to the first mortgage under which the said property was sold, and that there will be a balance left in the hands of the Attorney that made the sale at public auction, after the payment of the first mortgage claim, and expenses incident to the foreclosure proceed-

FILED
1963 JAN 24 AM 9:47

13

ings are allowed by the Auditor when stating the Account.

WHEREFORE Your Petitioner prays this Honorable Court to pass an order directing the Auditor, in stating the Account in this Cause, to allow the mortgage claim of Your Petitioner amounting to $2,274.82 with interest thereon from January 8, 1963, according to its legal priority.

And as in duty bound, etc.

Thomas Isekoff

Thomas Isekoff
Solicitor for Petitioner
1019-20 Munsey Building,
Baltimore, 2, Maryland.
Sar 7-4426

PLAZA CORPORATION, Assignee

By Herman M. Mednick
Petitioner - Pres.
Herman M. Mednick

State of Maryland, City of Baltimore, to wit-

I hereby certify that on this 22nd day of January, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Herman M. Mednick, President of Plaza Corporation, the within Petitioner, and made oath in due form of law that the matters and facts contained in the foregoing Petition are true to the best of his knowledge, information and belief.

As Witness my hand and Notarial Seal.

Naomi J. Brown

Notary Public
Naomi J. Brown

O R D E R

UPON the foregoing Petition, Affidavit and two Exhibits, it is this 24th day of January, 1963, ORDERED, by the Circuit Court for Anne Arundel County, that the Auditor in stating the account in the above entitled cause, be and he is hereby authorized to allow unto the Petitioner, Plaza Corporation, Assignee, the amount of its mortgage claim of $2,274.82 with interest from the 8th January, 1963, according to its legal priority after the payment of the first mortgage and expenses incident to the above foreclosure proceeding.

O Bruce Dunkum
Judge

FILED
1963 JAN 24 PM 4:09

15

MORTGAGE FEE—CITY OR COUNTY—For 6.

1960
Dkt 19/83
Case No. 13,900

Petitioner's Exhibit No. 1

LIBER 145 PAGE 71 LIBER 1235 PAGE 590

SECOND PURCHASE MONEY
THIS MORTGAGE, Made this 7th day of June

in the year nineteen hundred and ~~forty~~ fifty-eight) X by and between

HUNTER D. BOOTH and BESSIE VIRGINIA BOOTH, his wife,

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

WILSON J. GOULD and ANNABEL GOULD, his wife, , Mortgagees , of the second part:

Whereas, said Mortgagors are justly indebted unto said Mortgagees in the full sum of Two thousand twenty-two and 07/100 ($2,022.07) dollars, this day paid, being a part of the purchase price of the property hereinafter described, which said principal sum said Mortgagors jointly and severally have promised and agreed to pay to said Mortgagees within two years from this date, with interest at the rate of six per cent (6%) yearly, payable quarterly, 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, and

SHOULD the first mortgage to St. Casimir's Savings and Loan Association, Incorporated, as hereinafter set forth, be paid in full prior to the payment in full of this mortgage, then the entire balance due on this mortgage shall become due and payable within 30 days, provisions to the contrary notwithstanding, and

THIS mortgage shall be deemed in default if the Mortgagors transfer, assign, encumber or in any way dispose of this property without the written consent of the Mortgagees, and if said Mortgagors default in any of the covenants or conditions of said first mortgage, said default shall be deemed a default of the within mortgage,

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors do hereby grant and convey unto the said Mortgagees, as tenants by the entireties, their assigns, the survivor of them, and the survivor's

~~do grant and convey unto~~

heirs and assigns,

in fee simple, all that lot or parcel of ground situate and lying in the Anne Arundel County aforesaid, and described as follows, to wit: ~~Beginning for~~

Being known and designated as Lots Nos. 48 and 49 in Block Q as shown on the Plat of Arundel Gardens, the improvements thereon being known as No. 520 Holy Cross Road, and

BEING the same lots of ground which by deed of even date herewith, and recorded among the Land Records of Anne Arundel County prior hereto, were conveyed by the said Mortgagees to the said Mortgagors herein, in fee simple.

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1963 JAN 24 AM 10:40

16

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of said Mortgagees, their heirs and assigns, forever., subject to a prior lien of a mortgage of even date herewith, and recorded among the said Land Records prior hereto, from the said ~~Provided, that if the said~~ Mortgagors to St. Casimir's Savings and Loan Association, Incorporated, in the amount of $8,000.00.

PROVIDED, that if said Mortgagors, their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Two thousand twenty-two and 07/100 dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagees, their personal representatives, or assigns, or A. Stephen Gregorius duly authorized Attorney or Agent

/7

of the said Mortgagees, thei personal representatives, or assigns ter any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of Fifty Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Two thousand twenty-two and 07/100 dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees, their executors, administrators or assigns, to the extent of their lien or claim hereunder.

Witness our hands and seals:

TEST:

Charles Eckh, Jr. (SEAL)
CHARLES ECKH, JR.

Hunter D. Booth [SEAL]
Hunter D. Booth

Bessie Virginia Booth [SEAL]
Bessie Virginia Booth

_____ [SEAL]

State of Maryland, CITY OF BALTIMORE, ss:

I Hereby Certify, that on this 13 day of September in the year one thousand nine hundred and fifty-eight before me, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared Hunter D. Booth and Bessie Virginia Booth, his wife, the Mortgagors named in the foregoing Mortgage, and each acknowledged the foregoing Mortgage to be their act. At the same time also appeared Wilson J. Gould and Annable Gould, his wife, Mortgagees, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Rec'd for record Sept. 18, 1958 at 12:58 P.M.
Mailed to A. Stephen Hregorius

Samuel Press
SAMUEL PRESS Notary Public

18

Assignment of Mortgages, etc.

1960
Dkt. 1783
Case No. 13,900
Petitioner's Exhibit No. 2

LIBER 1249 PAGE 499

LIBER 145 PAGE 74

THIS DEED, made this 6th day of November, 1958, by Wilson J. Gould and Annabel Gould, his wife, of Anne Arundel County, State of Maryland.

WITNESSETH, that in consideration of the sum of Five ($5.00) Dollars and other good and valuable considerations the receipt of which is hereby acknowledged, the said Wilson J. Gould and Annabel Gould, his wife, do hereby grant and assign unto the Plaza Corporation, its successors and assigns, all of their right, title, interest and estate in eleven (11) certain mortgages made to them by the following:

1st--From George W. Allman and Lillian M. Allman, his wife, dated June 7, 1958, and recorded among the land records of Anne Arundel County, in Liber G. T. C. No. 1236, folio 4, etc.

2nd--From Daniel E. Benson and Cora Benson, his wife, dated May 21, 1958, and recorded among the aforesaid land records in Liber G. T. C. No. 1235, folio 575, etc.

3rd--From Hunter D. Booth and Bessie V. Booth, his wife, dated June 7, 1958, and recorded among the aforesaid land records in Liber G. T. C. No. 1235, folio 590, etc.

4th--From Pittman R. Conaway and Lona Conaway, his wife, dated June 7, 1958, and recorded among the aforesaid land records in Liber G. T. C. No. 1235, folio 594, etc.

5th--From Oscar H. Gwynn and Mary C. Gwynn, his wife, dated June 12, 1958, and recorded among the aforesaid land records in Liber G. T. C. No. 1236, folio 1, etc.

6th--From Frank J. Kluczynski and Helen R. Kluczynski, his wife, dated August 21, 1958, and recorded among the aforesaid land records in Liber G. T. C. No. 1229, folio 187, etc.

7th--From Arthur Modock Travis and Regina R. Travis, his wife, dated June 26, 1958, and recorded among the aforesaid land records in Liber G. T. C. No. 1235, folio 572, etc.

8th--From Harvey L. Seligman and Thelma C. Seligman, his wife, dated May 19, 1958, and recorded among the aforesaid land records in Liber G. T. C. No. 1235, folio 583, etc.

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1963 JAN 24 AM 10.40

19

9th--From Richard T. Selph and Elsie V. Selph, his wife, dated August 28, 1958, and recorded among the aforesaid land records in Liber G. T. C. No. 1232, folio 56, etc.

10th--From Edward R. Tyner and Merle M. Tyner, his wife, dated June 26, 1958, and recorded among the aforesaid land records in Liber G. T. C. No. 1235, folio 587, etc.

11th--From Clarence W. Whoolery and Violet L. Whoolery, his wife, dated June 19, 1958, and recorded among the aforesaid land records in Liber G. T. C. No. 1235, folio 598, etc.

AND in consideration of the said Plaza Corporation Assignee, accepting the said Assignment of Mortgages hereinabove mentioned and described, from the said Wilson J. Gould and Annabel Gould, his wife, and in further consideration of the sum of One Dollar paid by the said Assignee to the said Assignors, the said Wilson J. Gould and Annabel Gould, his wife, do hereby unconditionally guarantee unto the said Plaza Corporation, it successors and assigns, the performance by the said named mortgagors hereinabove given, of all of the covenants, conditions and obligation contained in the mortgages above specified contained on their part made and provided for; and the said Wilson J. Gould and Annabel Gould, his wife, jointly and severally, covenant and agree that if default shall, at any time, be made by the said mortgagors in the payment of the principal and interest when and as the same becomes due and payable under the terms of the aforesaid eleven mortgages, or in the performance of any of the other covenants and conditions contained therein on the part of the aforesaid mortgagors, the said Guarantors Wilson J. Gould and Annabel Gould, his wife, will well and truly pay the same, or any arrears thereof, or any part, sum or sums, provided to be paid by the said mortgagors, under any of the covenants or conditions in the said mortgages, that may remain due to the said Assignee, its successors or assigns, or from any default that may arise from the sale of the mortgaged property as provided for in each of the aforesaid

eleven mortgages hereinabove mentioned, and the said Guarantors, Wilson J. Gould and Annabel Gould, his wife, do hereby agree that the failure of the said Assignee, Plaza Corporation, its successors and assigns, to require strict performance, of each of eleven mortgagors hereinabove named, of the terms, conditions and covenants contained in said mortgages, shall not release them or either of them, from their joint and several liability under this guarantee.

AS WITNESS our hands and seals the day and year first above written.

Test:

Wilson J. Gould (SEAL)

Annabel Gould (SEAL)

Doris E. Gaffney

Doris E. Gaffney

State of Maryland, City of Baltimore, to wit-

I hereby certify that on this 6th day of November, 1958, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared Wilson J. Gould and Annabel Gould, his wife, and severally acknowledged the foregoing Assignment of Mortgages to be their act and deed; and at the same time they severally acknowledged the foregoing Instrument of Guarantee to be their act.

As Witness my hand and Notarial Seal.

Doris E. Gaffney, Notary Public

Rec'd for record Nov. 7, 1958 at 9:50 A.M.

Mailed to H. D. Caplan

10.75

21

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 145 PAGE 77

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq 13,900

Hunter D. Booth

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of February, 1963. The first insertion being made the 10th day of January, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1963 FEB -6 PM 2:48

No. M. G. 33967

2 / 2

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 13,900 Equity

A. STEPHEN GREGORIUS, ATTORNEY NAMED IN MORTGAGE

versus

HUNTER D. BOOTH AND BESSIE VIRGINIA BOOTH, HIS WIFE

Ordered, this 2nd day of January, 1963, That the sale of the property in these proceedings mentioned made and reported by A. STEPHEN GREGORIUS, ATTORNEY NAMED IN MORTGAGE BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of February next.

The report states that the amount of sale was $8,005.00

LOUIS N. PHIPPS
Clerk.

True Copy, TEST:
LOUIS N. PHIPPS, Clerk. J-31

LIBER 145 PAGE 78

In the Case of

A. Stephen Gregorius, Attorney named in Mortgage

VS.

Hunter D. Booth and Bessie Virginia Booth, his wife

In the

Circuit Court

For

Anne Arundel County

No. #13,900 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 MAR -8 PM 2:03 FILED

All of which is respectfully submitted.

Auditor.

3/7/63

FINAL ORDER

ORDERED BY THE COURT, this 26th 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. Tolbert, deputy

22

Dr. Mortgaged Real Estate of Hunter D. Booth and Bessie Virginia Booth, his wife

In Acct. with A. Stephen Gregorius, Attorney Named in Mortgaged

					Cr.	
	By	Amount of Sale, as per Attorney's Report of Sale Filed	8005	00		
	By	Interest, 6%, on deferred payment, $7505.00 from 12/27/62 to 2/15/63	60	02		
	By	Adjustment, 1962 taxes 12/27/62 to 12/31/62	1	50		
					8066	52
	To	Attorney, for fee, viz	50	00		
	To	Attorney, for commissions, viz	270	15		
					320	15
	To	Attorney for court costs, viz				
		Plaintiff's Solicitor, appearance fee	10	00		
		Clerk, court costs	31	00		
		Auditor, this account	30	00		
					71	00
	To	Attorney, for disbursements, viz				
		Capital Gazette Press, Inc.				
		Advertising & Nisi-Sale	67	52		
		National Surety Corporation-bond	32	00		
		E. T. Newell and Co., Inc.				
		Auctioneer's fee 260.13				
		Advertising Sun 16.60	276	73		
		Adjustment water charges	6	49		
		½ Federal & State Revenue stamps	14	02		
					396	76
	To	St. Casimer's Savings & Loan Assoc., Inc., Mortgagee, on account of mortgage claim			7278	61

			8066 52
	Balance due on mortgag, as per claim filed	724866	
	Interest, 6%, on principal balance $7071.16, from 12/27/62 to 3/23/63	9807	
		734673	
	Credit amount allowed above	727861	
	this amount subject to decree in personam	6812	

E-116—1M—5-61.

PETITION FOR SALE OF PROPERTY

BOOK 145 PAGE 81

CENTRAL SAVINGS BANK
Charles & Lexington Streets
Baltimore 3, Maryland

Vs.

WAYNE MOORLAND and
JUNE H. MOORLAND, his wife

1202 Oakwood Road
Glen Burnie, Maryland

Docket 20 Folio 409
Case No. 15,327
Filed

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:-

That on the 1st day of September A.D. 1961, the defendants Executed and delivered to JAMES W. ROUSE AND COMPANY, INC. a mortgage upon certain leasehold property in ~~Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $11,300. 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 of which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

THAT said mortgage was duly assigned to Plaintiff and is now in default, due to the failure of the Defendants 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

Niles, Barton, Gans & Markell
~~Attorneys for Plaintiff~~

NILES, BARTON, GANS & MARKELL
929 North Howard Street
Baltimore 1, Maryland
Attorneys for Plaintiff
LExington 9-3240

FILED

1962 DEC -6 AM 11:21

App. #6576

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

BOOK 1513 PAGE 58

BOOK 145 PAGE 82

15327 Equity

MORTGAGE

THIS MORTGAGE, Made this 1st day of September, A. D. 1961, by and between

Wayne Moorland and June H. Moorland, his wife

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

James W. Rouse & Company, Inc.

a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee,~~* is justly indebted to the Mortgagee for borrowed money in the principal sum of Eleven Thousand Three Hundred and 00/100 Dollars ($11,300.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five & one-half per centum (5½ %) per annum on the unpaid principal until paid, principal and interest being payable at the office of James W. Rouse & Company, Inc., in Baltimore Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Sixty-Four and 18/100----------Dollars ($64.18), commencing on the first day of October, 1961, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 1991. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

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

16—55500-6

BEING known and designated as Lot No. 15 as shown on Plat entitled "Kavandale" and recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 93. The improvements thereon being known as 1202 Oakwood Road.

BEING the same lot of ground which by deed of even date herewith, and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, was granted and conveyed by The Dixon Holding Company unto the Mortgagors herein.

PETITIONER'S EXHIBIT No "1".

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

FILED

1962 DEC -6 AM 11:21

FOR VALUE RECEIVED and without recourse JAMES W. ROUSE & COMPANY, INCORPORATED hereby assigns the within mortgage unto Central Savings Bank, its successors and assigns.

AS WITNESS the signature of JAMES W. ROUSE & COMPANY, INCORPORATED, by the hand of its vice president, together with its corporate seal hereto affixed this 1st day of September 1961.

WITNESS

Suzannah G. Greene
SUZANNAH G. GREENE

JAMES W. ROUSE & COMPANY, INCORPORATED

C. G. Cazey
C. G. Cazey VICE PRESIDENT

Recorded Oct. 4, 1961 at 12:35 P. M.

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind including stoves, refrigerators, bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, [illegible]ers, boilers, radiators, engines, machines; motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, subject to the payment of an annual ground rent of $120.00 payable in semi-annual installments on the 1st days of March and September in each and every year.

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

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

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

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

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

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

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

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

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

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

(IV) amortization of the principal of said debt.

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

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

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

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

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

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

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

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 90 days from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 90 days time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

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

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

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

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

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

Witness:

J. Warren Eberhardt
J. WARREN EBERHARDT

Wayne Moorland [SEAL]
Wayne Moorland

[SEAL]

June H. Moorland [SEAL]
June H. Moorland

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit:

I HEREBY CERTIFY, That on this the 1st day of September, 19 61, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Wayne Moorland and June H. Moorland, his wife known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

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

1300 J. Warren Eberhardt
Notary Public

My commission expires: May 1963

J. WARREN EBERHARDT

Rec'd for record Oct. 4, 1961 at 12:3 PM
Mailed to William E. Dixon

CHATTEL INDEX

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

STATE OF MARYLAND

Loan No.

MORTGAGE

Wayne Moorland & June H. Moorland, wife
TO
James W. Rouse & Company, Inc.

Received for Record S/A Central Savings Bank, 19 at o'clock M.
Same day recorded in Liber No. Folio etc., one of the Records of and examined per

Cost of Records, $, Clerk.

No. Insured under section of the National Housing Act and Regulations of the Federal Housing Commissioner thereunder
Dated Amended
FEDERAL HOUSING COMMISSIONER
WILLIAM E. DIXON
Authorized Agent.
ATTORNEY AT LAW
Date 210 N. CALVERT ST.
TIMORE, MD.

Reference is made to the Act and to the Regulations thereunder covering assignments of the Mortgage proceeds of this note.

1961 OCT-4 PM 12:3
& RECORDED IN LIBER GTC
NO. 1513 FOLIO 58
GEO. T. CROMWELL, CLERK

U. S. GOVERNMENT PRINTING OFFICE 16—65500-9

CENTRAL SAVINGS BANK
Charles & Lexington Streets
Baltimore 3, Maryland

Plaintiff

VS.

WAYNE MOORLAND and
JUNE H. MOORLAND, his wife
1202 Oakwood Road
Glen Burnie, Maryland

Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL
~~BALTIMORE~~ COUNTY

No. 15027 Eq

Docket No. 20, Folio 409

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE,
~~ANNE ARUNDEL~~, To Wit:

I HEREBY CERTIFY, that on the 30th day of November, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~County~~ (City), personally appeared HARRY H. BATCHELOR, Vice President of James W. Rouse & Company, Inc., agent for the Plaintiff, and made oath, in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

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

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

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

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

Alice Warfield
Alice Warfield Notary Public

Harry H. Batchelor
Harry H. Batchelor Affiant

FILED

1962 DEC -6 AM 11:22

E-118—1M—9-1-61

BOOK 145 PAGE 87 No. 15,327 Equity

CENTRAL SAVINGS BANK
Charles & Lexington Streets
Baltimore 3, Maryland

VS.

WAYNE MOORLAND and
JUNE H. MOORLAND, his wife
1202 Oakwood Road
Glen Burnie, Maryland

IN THE
ANNE ARUNDEL
~~XXXXXXXX~~ Circuit Court for ~~Baltimore~~ County
IN EQUITY

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of CENTRAL SAVINGS BANK

under the mortgage from WAYNE MOORLAND and JUNE H. MOORLAND, his wife

to JAMES W. ROUSE & COMPANY, INC.,

dated the 1st day of September, 1961, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber G.T.C. No. 1513 Folio 58.

ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE	$11,300.00
LESS amount paid on account thereof	113.56
BALANCE OF PRINCIPAL DUE	$11,186.44
WITH INTEREST at 5½% per annum from June 1, 1962	
PLUS DEFERRED FHA premium	13.83
PLUS Five late charges at $2.04 each	10.20
SUBJECT to a credit in the expense account of	$59.27

JAMES W. ROUSE & COMPANY, INC.

By Harry H. Batchelor
Harry H. Batchelor
Vice President
Agent for Central Savings Bank

CITY

STATE OF MARYLAND, ~~COUNTY~~ OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 30th day of November in the year nineteen hundred and sixty-two, before me, the subscriber, a Notary Public of the State of Maryland, ~~and for said County of Baltimore~~, personally appeared HARRY H. BATCHELOR, Vice President of JAMES W. ROUSE & COMPANY, INC., agent for the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Alice Garfield
Notary Public

FILED
1962 DEC -6 AM 11:21

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E-117—1M—5-61.

BOOK 145 PAGE 8[illegible]

Decree in Circuit Court for Baltimore County.

DOCKET 20 FOLIO 401

CASE NO. 15,327 Equity

FILED

CENTRAL SAVINGS BANK
Charles & Lexington Streets
Baltimore 3, Maryland

Vs.

WAYNE MOORLAND and
JUNE H. MOORLAND, his wife
1202 Oakwood Road
Glen Burnie, Maryland

IN THE

CIRCUIT COURT

FOR
Anne Arundel
~~BALTIMORE~~ COUNTY

TERM, 1[illegible]

DECREE FOR SALE OF MORTGAGED PREMISES

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

It Is Thereupon, this 7th day of December in the year nineteen hundred and Sixty-two by the Circuit Court of ~~Baltimore~~ Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that John G. Rouse, Jr. be and he is hereby appointed Trustee to make said sale, and that the course and manner of h proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of eleven thousand Dollars, conditioned for the faithful performance of the trust reposed in h 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 weekly newspaper or newspapers published in ~~Baltimore~~ Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale; [illegible] and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of 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 personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagors and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the 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 Bruce Duckett
JUDGE

FILED

1962 DEC -7 AM 10:42

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LIBER 11 PAGE 528 No 15,327 Equity

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

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

BOOK 145 PAGE 89

Bond No. 399981

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, JOHN G. ROUSE, JR. of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ELEVEN THOUSAND DOLLARS ($11,000.00) ---------- 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 3rd day of January, 1963.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled CENTRAL SAVINGS BANK vs WAYNE MOORLAND AND JUNE H. MOORLAND, his wife, dated December 7, 1962, John G. Rouse, Jr.---------- was appointed Truestee 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

Ethel M. Carle

John G. Rouse (SEAL)

John G. Rouse, Jr. PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins IV

John H. Hopkins, IV, Attorney-in-fact

SURETY

Bond approved this 3rd day of January, 1963

Louis N. Phipps, Clerk

per ag - Deputy

FILED

1963 JAN 3 AM 9:03

9

BOOK 145 PAGE 90

GEORGE W. SCIBLE - - - - Auctions

Eq. 15327

ROUSE, MORTON & BEARDMORE
Solicitors
18 West Street
Annapolis, Maryland

TRUSTEES' SALE

OF VALUABLE

Leasehold Property

KNOWN AS 1202 OAKWOOD ROAD, GLEN BURNIE, MARYLAND

By virtue of the power and authority vested in him by a Decree of the Circuit Court for Anne Arundel County in a proceeding entitled "Central Savings Bank vs. Wayne Moorland and June H. Moorland, his wife" No. 15,327 Equity, John G. Rouse, Jr., Trustee, will offer at public sale, at the Court House Door, Annapolis, Maryland

FRIDAY, JANUARY 4, 1963

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:

BEING known and designated as Lot No. 15, as shown on Plat entitled "Kavandale" and recorded among the Plat records of Anne Arundel County in Plat Book 30, folio 93. The improvements being known as 1202 Oakwood Road.

BEING the same lot of ground which by deed dated September 1, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1513, folio 56, was granted and conveyed by The Dixon Holding Company to Wayne Moorland and June H. Moorland, his wife.

The improvements consist of a one story frame rancher with asbestos siding and containing 3 bedrooms, bath, dining room, living room, kitchen and full basement.

The property is subject to an annual ground rent of $120.00 payable in equal semi-annual installments on the first days of March and September of each year and 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
1963 JAN -9 PM 1:40

BOOK 145 PAGE 91

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that at a public auction on Friday, January 4, 1963, at 2:00 P.M., at the Court House Door in Annapolis, Maryland, I sold to Central Savings Bank for the sum of $8,000.00, that being the highest bid obtainable, the leasehold property more particularly described on the reverse side hereof. I further certify that the sale was fairly made.

Auctioneer

FILED

1963 JAN -9 PM 1:41

CENTRAL SAVINGS BANK	*	IN THE
Plaintiff	*	CIRCUIT COURT
VS.	*	FOR
WAYNE MOORLAND and JUNE H. MOORLAND, his wife	*	ANNE ARUNDEL COUNTY
Defendants	*	NO. 15,327 EQUITY
	*	

* * * * * * * * * * *

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 7th day of January, 1963, before me, the subscriber, a Notary Public in and for the State City aforesaid, personally appeared JASON W. STOCKBRIDGE and he made oath in due form of law that he is President 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 January 4, 1963, at 2:00 P.M. at the Court House Door in Annapolis, Maryland for the sum of $8,000.00; 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.

Donald C. Royston, Jr.
Notary Public

ROUSE, MORTON AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

FILED
1963 JAN -9 PM 1:40

12

BOOK 145 PAGE 93

CENTRAL SAVINGS BANK	*	IN THE
Plaintiff	*	CIRCUIT COURT
VS.	*	FOR
WAYNE MOORLAND and JUNE H. MOORLAND, his wife	*	ANNE ARUNDEL COUNTY
Defendants	*	NO. 15,327 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 December 7, 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 $11,000.00.

2. That after giving notice of the time, place, manner and terms of sale in The Evening Capital, 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 leasehold property referred to in these proceedings, viz:

"BEING known and designated as Lot No. 15, as shown on Plat entitled "Kavandale" and recorded among the Plat records of Anne Arundel County in Plat Book 30, folio 93. The improvements being known as 1202 Oakwood Road.

BEING the same lot of ground which by deed dated September 1, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1513, folio 56, was granted and conveyed by The Dix Holding Company to Wayne Moorland and June H. Moorland his wife."

FILED

1963 JAN -9 PM 1:40

ROUSE, MORTON AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

3. That said property was sold to Central Savings Bank for the sum of $8,000.00, 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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4th day of January, 1963, 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.

Peggy J. Reese
Notary Public

NOTARY PUBLIC ANNE ARUNDEL CO., MD.

ROUSE, MORTON AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

14

ORDER NISI

CENTRAL SAVINGS BANK

versus

WAYNE MOORLAND and

JUNE H. MOORLAND, his wife

BOOK 145 PAGE 95

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,327 Equity

Ordered, this 9th day of January, 1963, 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 13th 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 13th day of February next.

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

Louis M. Phipps, Clerk.

True Copy,

TEST: Clerk.

John G. Rouse, Jr., Atty.

Evening Capital (for Jan. 17 edition)

(Final Order)

CENTRAL SAVINGS BANK

versus

WAYNE MOORLAND and

JUNE H. MOORLAND, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of February, 19 63, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

D. Bruce Dunckel

JUDGE.

FILED

1963 FEB 14 PM 4:18

15

ROUSE, MORTON and
BEARDMORE
Solicitors
18 West Street
Annapolis, Maryland

Trustee's Sale

Of Valuable Leasehold Property

Known as 1202 Oakwood Road, Glen Burnie, Maryland

By virtue of the power and authority vested in him by a Decree of the Circuit Court for Anne Arundel County in a proceeding entitled "Central Savings Bank vs. Wayne Moorland and June H. Moorland, his wife" No. 15,327 Equity, John G. Rouse, Jr., Trustee, will offer at public sale, at the Court House Door, Annapolis, Maryland

Friday, Jan. 4, 1963
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:

BEING known and designated as Lot No. 15, as shown on Plat entitled "Kavandale" and recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 93. The improvements thereon being known as 1202 Oakwood Road.

BEING the same lot of ground which by deed dated September 1, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1513, folio 56, was granted and conveyed by The Dixon Holding Company to Wayne Moorland and June H. Moorland, his wife.

The improvements consist of a one story frame rancher with asbestos siding and containing 3 bedrooms, bath, dining room, living room, kitchen and full basement.

The property is subject to an annual ground rent of $120.00 payable in equal semi-annual installments on the first days of March and September of each year and 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, Maryand
COlonial 7-8186
GEORGE W. SCIBLE,
Auctioneer

J-3

16

15,327 Equity

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 15, 19 63

We hereby certify, that the annexed

Trustee's Sale

Wayne Moorland

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arunde County, Maryland, once a week for 4 successive weeks before the 4th day of January, 19 63. The first insertion being made the 13th day of December, 19 62

FILED
JAN 15 PM 1:41

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 145 PAGE 97 OFFICE OF

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,327 Equity
CENTRAL SAVINGS BANK
VERSUS
WAYNE MOORLAND and
JUNE H. MOORLAND, his wife

Ordered, this, 9th day of January, 1963, 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 13th 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 13th day of February next.

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

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

F-2

17 No. E. C. 33993

'63 FEB 14 AM 10:28

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 12, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,327
Wayne Moorland

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of February, 1963. The first insertion being made the 12th day of January, 1963

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilgus

BOOK 145 PAGE 98

In the Case of

CENTRAL SAVINGS BANK

VS.

WAYNE MOORLAND and

JUNE H. MOORLAND, his wife

In the

Circuit Cour

For

Anne Arundel Count

No. 15,327 Equit

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 in 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 #59.

1963 FEB 18 PM 4:26 FILED

All of which is respectfully submitted.

February 18, 1963

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 6th 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 -6 AM 9:48

18

19

Dr. Mortgaged Real Estate of Wayne Moorland & June H. Moorland, his wife

In Acct. with John G. Rouse, Jr., Trustee

					Cr.	
By	Amount of Sale, as per Trustee's					
	Report of Sale filed	8,000	00			
By	Interest 6%, on deferred payment					
	$7,500.00 from 1/4/63 to 2/15/63	51	25			
				8,051	25	
To	Trustee for fee, viz.	113	00			
To	Trustee for commissions, viz.	270	00			
				383	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	85	00			
	Speer Publications, Inc.-handbills	17	00			
	Globe Indemnity Company - bond	44	00			
	George W.Scible- Auctioneer's fee	35	00			
				181	00	
To	Central Savings Bank, Mortgagee,					
	on account of Mortgage claim			7,426	75	
				8,051	25	
	Balance due on Mortgage as per claim					
	filed	11,151	20			
	Interest 5 1/2%, on principal balance					

		$11,186,44 from 6/1/62 to 3/6/63		471	68		
				11,622	88		
		Credit amount allowed above		7,426	75		
		This amount subject to decree in personam		4,196	13		

BOOK 145 PAGE 101

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

JESSE ARCHER, JR. *
Box 340
Green Haven *
Pasadena, Maryland
*
Plaintiff
*
Vs.

EQUITY NO. 15,214

JOHN MILLER
429 South Robinson Street
Baltimore City, Maryland

and

HENRY TAPKING
Address unknown

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 9 and 10, Section 70 as situated in Green Haven

****

Defendants

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That he brings this action for the purpose of foreclosing the rights of redemption in and to the property hereinafter set forth under and by virtue of Article 81 of the Annotated Code of Maryland.

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 a Certificate of Tax Sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, to wit:

Certificate No. 3102 - Lots 9 and 10, Section 70 as situated in Green Haven, Third Election District.

3. That said Tax Sale Certificate as hereinabove set forth, to wit: Number 3102, dated October 10, 1960, is attached hereto and filed herewith as "Plaintiff's Exhibit Number 1", and is prayed to be read and considered a part hereof as fully as if incorporated herein.

1962 OCT -3 PM 12:15

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) Title to Lots 9 and 10, Section 70, as situated in Green Haven, Third Election District, became vested in Henry Tapking under a Deed from John K. Sague, et al, to Henry Tapking dated June 25, 1919 and recorded among the Land Records of Anne Arundel County in Liber WNW No. 11, folio 165. A search of the Land Records, Equity records, and Register of Wills records of Anne Arundel County does not disclose that Henry Tapking ever disposed of this property. It appears that a Deed was executed to one John Miller but said Deed was never recorded. John Miller is the party presently assessed with the aforesaid property and in whose name the aforesaid property was sold for unpaid taxes to the Plaintiff herein.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein nor by anyone claiming through him, although more than one year and a day have 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 property having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County and the Plaintiff bid and paid for the aforesaid Tax Sale Certificate the following amount:

CERTIFICATE NO.	BID	PRICE PAID
3102	$100.00	$63.13

7. That the amount necessary for redemption of the aforesaid Tax Sale Certificate is as follows:

CERTIFICATE NO.	AMOUNT DUE
3102	$63.13

Plus taxes to date, penalties, interest and the total disbursements

of the holder of the Certificate of Tax Sale and costs.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

(1) That a Writ of Subpoena 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 the 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 the Plaintiff a Deed to the property herein involved vesting in the 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.

Jesse Archer Jr.
Jesse Archer, Jr.

Eliot Siskind
Eliot Siskind
Attorney for the Plaintiff

and

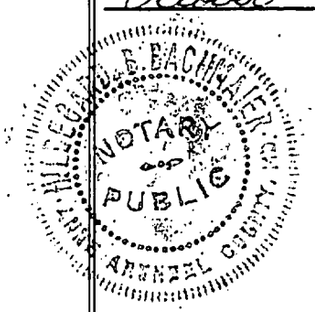
Jerome L. Connell
Jerome Connell
Attorney for the Plaintiff
203 Azar Building Roesler Road
Glen Burnie, Maryland
Southfield 1-2430

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

Jesse Archer, Jr., being first duly sworn and on oath deposes and says that he is the 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 the same to be true to the best of his knowledge and belief.

Jesse Archer Jr.
Jesse Archer, Jr.

SUBSCRIBED AND SWORN TO before me this 1st day of October, 1962.



Hildegard B. Bachmann
Notary Public

Nº 3102 CERTIFICATE OF TAX SALE

BOOK 145 PAGE 105

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 Jesse Archer Jr Box 340 Glen Burnie, Pascadena, Md at public auction for the sum of 100 Dollars and 00 Cents, of which 63.13 Dollars has been paid as a deposit on the property in Dist # 3 described as Lots 9, 10 Sec 70 As situated Green Haven

and assessed to John J. Miller

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,

Notary Public.

My Commission Expires Aug 1 1961

1962 OCT -3 PM 12 12

5

Jerome Connell
203 Azar Building Roesler Road
Glen Burnie, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 15,214

JESSE ARCHER, JR.
Box 340 Green Haven
Pasadena, Maryland

VS

JOHN MILLER
429 South Robinson Street
Baltimore City, Maryland

and

HENRY TAPKING
Address unknown

And any and all persons having or claiming to have any interest in the following described real estate located in Anne Arundel County to wit:

DISTRICT	DESCRIPTION	CERTIFICATE NO.
Third	Lots 9 and 10, Section 70 as situated in Green Haven	3102

All as substantially described in Certificate of Tax Sale sold by Edward M. Dunn, Jr., Collector of Taxes for the State of Maryland and Anne Arundel County, to JESSE ARCHER, JR., Plaintiff, on October 10, 1960 for the amount in said Certificate herein set forth:

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings it to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 10th day of October, 1960, by Edward M. Dunn, Jr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to Jesse Archer, Jr., Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificate and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. 3102 - Lots 9 and 10/as situated in Green Section 70

1962 OCT -3 PM 12:12

6

Haven, Third Election District, and assessed to John Miller and sold to the Plaintiff for $100.00 of which $63.13 has been paid.

The Bill of Complaint states, among other things, that the hereinabove property became vested in Henry Tapking under a Deed from John K. Sague, et al, to Henry Tapking dated June 25, 1919 and recorded among the Land Records of Anne Arundel County in Liber WNW No. 11, folio 165. A search of the Land Records, Equity records, and Register of Wills records of Anne Arundel County does not disclose that Henry Tapking ever disposed of this property. It appears that a Deed was executed to one John Miller but said Deed was never recorded. John Miller is the party presently assessed with the aforesaid property and in whose name the aforesaid property was sold for unpaid taxes to the Plaintiff herein.

The Bill of Complaint further states 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 3 day of October, 196 2, 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 13 day of December, 196 2, next, warning the said John Miller, Henry Tapking and any and all persons having or claiming to have any interest in the above mentioned parcel of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 13 day of December, 196 2, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid property and vesting in the Plaintiff, Jesse Archer, Jr., a title free and clear of all encumbrances.

Louis N. Phipps

Louis N. Phipps, Clerk

Eliot Siskind, Atty.
Jerome Connell
203 Azar Building Roesler Road
Glen Burnie, Maryland
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
MARYLAND
EQUITY NO. 15,214
JESSE ARCHER, JR.
Box 340 Green Haven
Pasadena, Maryland
VS
JOHN MILLER
429 South Robinson Street
Baltimore City, Maryland
and
HENRY TAPKING
Address unknown

And any and all persons having or claming to have any interest in the following described real estate located in Anne Arundel County to wit:

DISTRICT
Third
DESCRIPTION
Lots 9 and 10, Section 70 as situated in Green Haven
CERTIFICATE NO.
3102

All as substantially described in Certificate of Tax Sale sold by Edward M. Dunn, Jr., Collector of Taxes for the State of Maryland and Anne Arundel County, to JESSE ARCHER, JR., Plaintiff, on October 10, 1960 for the amount in said Certificate herein set forth:
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, Maryland, 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 Jesse Archer, Jr., Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificate and assessed and described on the Books of Assesment and Taxation as follows:

(1) Certificate No. 3102 - Lots 9 and 10 Section 70 as situated in Green Haven, Third Election District, and assessed to John Miller and sold to the Plaintiff for $100.00 of which $63.13 has been paid.

The Bill of Complaint states, among other things, that the hereinabove property became vested in Henry Tapking under a Deed from John K. Sague, et al, to Henry Tapking dated June 25, 1919 and recorded among the Land Records of Anne Arundel County in Liber WNW No. 11, folio 165. A search of the Land

OFFICE OF BOOK 145 PAGE 108

THE STAR

GLEN BURNIE, MD., November 1, 1962

THIS IS TO CERTIFY, that the annexed advertisement of

Order Publication -Equity No. 15,214

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 13th day of December 1962, that is to say the same was inserted in the issues of October 11,18,25, and November 1, 1962

STROMBERG PUBLICATIONS, Inc.
Publishers.

By Edith Greenwood

FILED
1962 NOV -2 AM 9:3[illegible]

Records, Equity records, and Register of Wills records of Anne Arundel County does not disclose that Henry Tapking ever disposed of this property. It appears that a Deed was excuted to one John Miller but said Deed was never recorded. John Miller is the party presently assessed with the aforesaid property and in whose name the aforesaid property was sold for unpaid taxes to the Plaintiff herein.

The Bill of Complaint further states 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 third day of October, 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 13th day of December, 1962, next, warning the said John Miller, Henry Tapking and any and all persons having or claiming to have any interest in the above mentioned parcel of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 13th day of December, 1962, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid property and vesting in the Plaintiff, Jesse Archer, Jr., a title free and clear of all encumbrances.

TRUE COPY TEST
Louis N. Phipps, Clerk

Louis N. Phipps, Clerk

To Nov 1,

BOOK 145 PAGE 110

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this day of ,

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

Maryland, in and for Anne Arundel County, JESSE ARCHER, JR.

plaintiff , in the above entitled cause, and made oath, in due form of law, ~~that defendant~~

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

that he/she has no knowledge as to whether John Miller and

Henry Tapking are

~~is~~ ~~is~~ in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my

Notarial Seal, this 19th day of

December, 196-

Jesse Archer Jr.
X

Notarial Seal

Marian B. Crockett
Notary Public

My Commission will expire on: May 6, 1963

Filed,

FILED
1962 DEC 19 PM 4:53

9

BOOK 145 PAGE 111

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

JESSE ARCHER, JR.
Box 340
Green Haven
Pasadena, Maryland

Plaintiff

Vs.

JOHN MILLER
429 South Robinson Street
Baltimore City, Maryland

and

HENRY TAPKING
Address unknown

EQUITY NO. 15,214

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 9 and 10, Section 70 as situated in Green Haven

****

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in The Star, a newspaper of general 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 John Miller and sold to Plaintiff on the 10th day of October, 1960, for non payment of taxes.

And it further appearing that subpoenas issued out of this Court directed to the Defendant, John Miller, has been returned "Non Est", twice.

And it further appearing that all of the aforesaid Defendants have failed to enter their appearances herein in person or by Solicitor and have failed to file an answer to the Bill of Complaint. The time within which said Defendants could so appear and file an answer having now expired, it is, thereupon, this 20th day of 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 John Miller and described on the Books of the County Treasurer, and sold as aforesaid to the Plaintiff on the 10th day of October, 1960.

George Sachse
Judge

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1962 DEC 20 PM 3:21

10

BOOK 145 PAGE 112

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

JESSE ARCHER, JR.
Box 340
Green Haven
Pasadena, Maryland

Plaintiff

Vs.

JOHN MILLER
429 South Robinson Street
Baltimore City, Maryland

and

HENRY TAPKING
Address unknown

EQUITY NO. 15,214

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 9 and 10, Section 70 as situated in Green Haven

****

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The Proceedings of this cause having been read and considered and it appearing to this Court that subpoenas issued out of this Court directed to the Maryland Resident Defendant, John Miller, have been returned twice "Non Est", as will more fully appear from the Sheriff's return filed herein.

And it further appearing from the proceedings in this cause that Henry Tapking, Defendant and all other persons having or claiming to have any interest in the real estate herein described have been properly served by an Order of Publication duly published in The Star, a newspaper of general circulation in Anne Arundel County, Maryland.

And it further appearing that a Decree Pro Confesso was entered herein against the Defendants mentioned, and that they did not enter their appearances herein or answer these proceedings, it is by the Circuit Court for Anne Arundel County sitting in Equity this 19th day of February, 1963.

Adjudged, Ordered and Decreed that all rights of redemption to the property mentioned herein of the Defendants, John Miller and Henry Tapking, and any and all persons having or claiming to

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have any right, title or interest in the hereinafter described property, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described property sold to the Plaintiff on the 10th day of October, 1960 for non payment of taxes:

Certificate No. 3102 - Lots 9 and 10, Section 70, as situated in Green Haven, Third Election District.

free and clear of all alienations and dissents 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 to which said property mentioned in this cause and proceeding is subject, and it is further;

ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to the Plaintiff, Jesse Archer, Jr., in these proceedings, a Deed of Conveyance to the aforesaid lots of land and improvements, upon payment by the Plaintiff to said Treasurer of such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificate, if any, and it is further;

ORDERED that the Plaintiff pay the costs of these proceedings.

JUDGE

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12

SIEGFRIED MICHAELIS and ALDONA Z. MICHAELIS Woodland Beach Anne Arundel Co., Md.	*	IN THE CIRCUIT COURT
	*	FOR ANNE ARUNDEL COUNTY
Plaintiffs	*	IN EQUITY
vs.		
NORMAN PADDY and LUCY PADDY Edgewater P. O. Anne Arundel Co., Md.	*	EQUITY NO. 15,316

UNITED STATES OF AMERICA

AND any and all persons having or claiming to have any interest in the following described real estate, located in the First Election District of Anne Arundel County, to wit:

Lot Nos. 3734 and 3735 as shown on a Plat entitled "Second Map of Woodland Beach District No. 1 Anne Arundel County", which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book #8, folio 13.

Defendants

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiffs, complaining, say:

1. That they bring this action for the purpose of foreclosing the rights of redemption in and to the property hereinafter set forth under and by virtue of Section 70-116, inclusive, and amendments thereto, of Article 81 of the Annotated Code of Maryland (1957 Edition).

2. That on October 9, 1961, Siegfried Michaelis, a Plaintiff herein, 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 a Certificate of Tax Sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, to wit:

(1) Certificate No. 3353 - Lot Nos. 3734 and 3735 and improvements, as shown on the Plat of Woodland Beach, First Election District, and assessed to Norman and Lucy Paddy.

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1962 NOV 28 AM 9:15

3. That said Tax Sale Certificate as hereinabove set forth, to wit, No. 3353, dated October 9, 1961, setting forth the aforesaid sale to your Plaintiff, Siegfried Michaelis, is attached hereto and filed herewith as "Plaintiffs' Exhibit No. 1," and is 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 that Norman Paddy and Lucy Paddy became vested with title to the said real estate by virtue of a deed dated November 22, 1938, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #222, folio 245, from Warren Smadbeck and Devereaux E. Smadbeck. That the United States of America is joined herein to foreclose any interest it might have in the said real estate by virtue of a tax lien in the amount of $128.52, filed October 31, 1958. (Collector's Serial No. A-382).

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 date of the aforesaid tax sale.

6. That the Plaintiff, Siegfried Michaelis, purchased the hereinabove mentioned land at the aforesaid tax sale held on October 9, 1961, as required by statute in such cases made and provided under the laws of the State of Maryland, said property having been advertised and sold for taxes due, in arrears and unpaid for the years 1960 and 1961, and Plaintiff, Siegfried Michaelis, bid and paid $145.52 for said property.

7. That the amount necessary for redemption of the aforesaid Tax Sale Certificate is $145.52, plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificate of Tax Sale and costs on said certificate.

TO THE END THEREFORE, YOUR PLAINTIFFS PRAY:

(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 to the Bill of Complaint.

(2) That an Order of Publication be granted unto your Plaintiffs, directed to the Defendants and to all parties in interest, commanding them to appear in this Court on some day certain to be stated therein and answer to the exigencies of the 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 a deed to the property herein involved, vesting in Plaintiffs 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.

Siegfried Michaelis
Siegfried Michaelis

Aldona Z. Michaelis
Aldona Z. Michaelis

C. Maurice Weidemeyer
C. Maurice Weidemeyer

Thomas M. Schifanelli
Thomas M. Schifanelli
236 Main St., Annapolis, Md.
COlonial 3-3957
Attorney for Plaintiffs

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

SIEGFRIED MICHAELIS and ALDONA Z. MICHAELIS, being first duly sworn and on oath depose and say that they are the Plaintiffs herein, that they have read the aforegoing Bill of Complaint to Foreclose Equities of Redemption by them signed, that they know the contents thereof and verily believe the same to be true to the best of their knowledge and belief.

Siegfried Michaelis
Siegfried Michaelis

Aldona Z. Michaelis
Aldona Z. Michaelis

3

BOOK 145 PAGE 117

SUBSCRIBED and SWORN to before me this 23rd day of November, 1962.

Mary Harris Notary Public

1-904-6109000 — PADDY, NORMAN & LUCY—Lots 3734 & 3735 improvements as shown on the plat of Woodland Beach, First District A. A. Co. Assessment $1750.00. Taxes, Interest, Costs $145.52

No. 3353 CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to A. Michaels Rt #3 Box 218. Edgewater Md at public auction for the sum of 145 Dollars and 52 Cents, of which 145.52 Dollars has been paid as a deposit on the property in Dist 1 described as Lots 3734 & 3735 Impts. as shown on the plat of Woodland Beach

and assessed to Norman & Lucy Paddy

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 1962, 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 9 day of Oct 1961

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 9th day of October, 1961, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires 6, 1963

FILED

Plaintiffs' Exhibit No. 1

1962 NOV 28 AM 9:15

5.

C. MAURICE WEIDEMEYER
THOMAS M. SCHIFANELLI
236 Main Street
Annapolis, Maryland
Attorneys

BOOK 145 PAGE 118

SIEGFRIED MICHAELIS and ALDONA Z. MICHAELIS Woodland Beach Anne Arundel Co., Md.	*	IN THE CIRCUIT COURT
	*	FOR ANNE ARUNDEL COUNTY
Plaintiffs	*	IN EQUITY
vs.		
NORMAN PADDY and LUCY PADDY Edgewater P. O. Anne Arundel Co., Md.	*	EQUITY NO. 15,316

UNITED STATES OF AMERICA

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) First	Lot Nos. 3734 and 3735, as shown on a Plat entitled "Second Map of Woodland Beach". Plat Book #8, folio 13.	3353

Defendants

ORDER OF PUBLICATION

The object and purpose of this proceeding is to secure the foreclosure of all rights of redemption of the Defendants in and to Lot Nos. 3734 and 3735, as shown on a Plat entitled "Second Map of Woodland Beach District No. 1 Anne Arundel County" (Plat Book 8, folio 13), located in the First Election District of Anne Arundel County, and sold on the 9th day of October, 1961, by Edward M. Dunn, Jr., County Treasurer and Collector of Taxes for the State of Maryland and for Anne Arundel County, to Siegfried Michaelis, a Plaintiff in this proceeding, for taxes due and arrears, by Tax Sale Certificate No. 3353, and assessed and described on the Books of Assessment and Taxation as follows:

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Lot Nos. 3734 and 3735, and improvements, as shown on the Plat of Woodland Beach, First Election District, and assessed to Norman and Lucy Paddy, and sold to the Plaintiff, Siegfried Michaelis, for $145.52, 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 9, 1961.

It is thereupon this 28th day of November, 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 1st day of February, 1963, next, warning the said Norman Paddy, Lucy Paddy, 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 1st day of February, 1963, 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 Plaintiffs, Siegfried Michaelis and Aldona Z. Michaelis, a title free and clear of all encumbrances.

Louis N. Phipps

Louis N. Phipps, Clerk

C. MAURICE WEIDEMEYER
THOMAS M. SCHI[illegible]NELLI
236 Main St.
Annapolis, Maryland
Attorneys

° IN THE CIRCUIT COURT
° FOR ANNE ARUNDEL COUNTY
° IN EQUITY
° EQUITY NO. 15,316

SIEGFRIED MICHAELIS and
ALDONA Z. MICHAELIS
Woodland Beach
Anne Arundel Co., Md.
Plaintiffs

vs.

NORMAN PADDY and
LUCY PADDY
Edgewater P. O.
Anne Arundel Co., Md.
UNITED STATES OF AMERICA
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) First
DESCRIPTION: Lot Nos. 3734 and 3735, as shown on a Plat entitled "Second Map of Woodland Beach". Plat Book No. 8, folio 13.
CERT. NO. 3353

Defendants

Order Of Publication

The object and purpose of this proceeding is to secure the foreclosure of all rights of redemption of the Defendants in and to Lot Nos. 3734 and 3735, as shown on a Plat entitled "Second Map of Woodland Beach District No. 1 Anne Arundel County" (Plat Book 8, folio 13), located in the First Election District of Anne Arundel County, and sold on the 9th day of October, 1961, by Edward M. Dunn, Jr., County Treasurer and Collector of Taxes for the State of Maryland and for Anne Arundel County, to Siegfried Michaelis, a Plaintiff in this proceeding, for taxes due and arrears, by Tax Sale Certificate No. 3353, and assessed and described on the Books of Assessment and Taxation as follows:

Lot Nos. 3734 and 3735, and improvements, as shown on the Plat of Woodland Beach, First Election District, and assessed to Norman and Lucy Paddy, and sold to the Plaintiff, Siegfried Michaelis, for $145.52, 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 9, 1961.

It is thereupon this 28th day of November, 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 1st day of February, 1963, next, warning the said Norman Paddy, Lucy Paddy, 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 1st day of February, 1963, 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 Plaintiffs, Siegfried Michaelis and Aldona Z. Michaelis, a title free and clear of all encumbrances.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

D-22

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNOEL COUNTY AOVERTISING

BOOK 145 PAGE 120

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 9, 1963

We hereby certify, that the annexed

Order of Publication

No. 15,316

Norman Paddy

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of February, 1963. The first insertion being made the 1st day of December, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 JAN -9 PM 3:48

By A. Tilghman

BRC:RVJ
59436

BOOK 145 PAGE 121

SIEGFRIED MICHAELIS and ALDONA Z. MICHAELIS	:	IN THE CIRCUIT COURT
	:	FOR ANNE ARUNDEL COUNTY
Plaintiffs	:	IN EQUITY
vs.	:	
NORMAN PADDY and LUCY PADDY	:	EQUITY NO. 15,316
UNITED STATES OF AMERICA	:	

AND any and all persons having or claiming to have any interest in the following described real estate, located in the First Election District of Anne Arundel County, to wit:

Lot Nos. 3734 and 3735 as shown on a Plat entitled "Second Map of Woodland Beach District No. 1 Anne Arundel County", which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book #8, folio 13.

Defendants

ANSWER OF UNITED STATES TO BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

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 Complaint to Foreclose Equities of Redemption says:

1. That it denies the jurisdiction of this Court over the United States, in that the Complaint fails to state a claim for foreclosure by judicial sale, as required by Section 2410 of Title 18 of United States Code Annotated.

2. That it has insufficient knowledge of the allegations contained in paragraphs 1, 2, 3, 5, 6 and 7 to form a belief as to their truth and therefore neither admits nor denies the same.

FILED

1963 FEB -4 AM 11:11

3. That in answer to paragraph 4 of the Complaint, the records of the Office of the District Director of Internal Revenue show that a certificate of release of Federal tax lien A-382 in amount of $128.52 filed in the Circuit Court of Anne Arundel County was mailed to Mr. Norman Paddy on March 18, 1959 advising that said release should be filed with the clerk of the court where the tax lien was recorded.

WHEREFORE, having fully answered the Complaint, the United States of America prays that this Honorable Court dismiss this Complaint as to the United States or in the alternative that it has no further interest in Federal tax lien No. A-382 in the amount of $128.52 as prayed in this Foreclosure Complaint.

AND, AS IN DUTY BOUND, ETC.

Joseph D. Tydings
United States Attorney

Benjamin R. Civiletti
Assistant United States Attorney

CERTIFICATE OF MAILING

I HEREBY CERTIFY that a copy of the foregoing Answer of the United States was mailed to C. Maurice Weidemeyer and Thomas M. Schifanelli, Esquires, 236 Main Street, Annapolis, Maryland, this 1st day of February, 1963.

Benjamin R. Civiletti
Assistant United States Attorney

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BOOK 145 PAGE 123

AFFIDAVIT OF NON-MILITARY SERVICE

SIEGFRIED MICHAELIS and ALDONA Z. MICHAELIS	*	IN THE CIRCUIT COURT
vs.	*	FOR ANNE ARUNDEL COUNTY
NORMAN PADDY, ET AL	*	EQUITY No. 15,316

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

I hereby certify that, on this 12th day of February, 19 63, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, SIEGFRIED MICHAELIS and ALDONA Z. MICHAELIS,

plaintiffs, in the above entitled cause, and made oath, in due form of law, that ~~defendant~~
(Here, state facts showing that the defendant is not in the military service of the United States of America.)
they have made inquiry as to the military status of the defendants, Norman Paddy and Lucy Paddy, that they have no information as to the military status of the defendants, and that they therefore aver that the defendants

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 12th day of February, 19 63.

Notarial Seal

William J. Dye
Notary Public.

My Commission will expire on:
May 6, 1963

Filed,

FILED
1963 FEB 14 AM 10:29

SIEGFRIED MICHAELIS and ALDONA Z. MICHAELIS	*	IN THE CIRCUTT COURT
	*	FOR ANNE ARUNDEL COUNTY
Plaintiffs	*	IN EQUITY
vs.	*	EQUITY NO. 15,316
NORMAN PADDY, 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 Evening Capital, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said order against all of the Defendants named herein, and all persons having or claiming to have any interest in the real estate therein described, as assessed to the Defendants, Norman Paddy and Lucy Paddy, and sold to the Plaintiff, Siegfried Michaelis on the 9th day of October, 1961 for non-payment of taxes due for the years 1960 and 1961.

AND it further appearing that subpoenas issued out of this Court directed to the Defendants, Norman Paddy and Lucy Paddy, have been returned "Summonsed," as will more fully appear from the Sheriff's returns filed herein.

AND it further appearing that the Defendant, The United States of America, has filed an answer to the Bill of Complaint, stating that a Certificate of Release of Federal Tax Lien A-382, referred to in Paragraph 4 of the Bill of Complaint herein, was mailed to Norman Paddy, Defendant herein, on March 18, 1959 advising that said release should be filed with the Clerk of the Court for Anne Arundel County.

AND it further appearing that the Defendants, Norman Paddy and Lucy Paddy, have failed to enter their appearance herein in person or by solicitor, have failed to file an answer to the

Bill of Complaint, and the time within said Defendants could so appear and file an answer having now expired, it is, thereupon, this 14th day of February, 1963, 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 Defendants, Norman Paddy and Lucy Paddy, and all persons having or claiming to have any interest in the real estate therein described as same is assessed to Norman Paddy and Lucy Paddy and described on the books of the County Treasurer, and sold as aforesaid to the Plaintiff, Siegfried Michaelis, on the 9th day of October, 1961.

D. Bruce Dunkett

JUDGE

FILED

1963 FEB 14 PM 4:18

SIEGFRIED MICHAELIS and ALDONA Z. MICHAELIS	*	IN THE CIRCUIT COURT
	*	FOR ANNE ARUNDEL COUNTY
Plaintiffs	*	IN EQUITY
vs.	*	EQUITY NO. 15,316
NORMAN PADDY, 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, a Defendant herein, has filed an answer to the Bill of Complaint, stating that a Certificate of Release of Federal Tax Lien A-382, referred to in paragraph 4 of the Bill of Complaint herein, was mailed to Norman Paddy, a Defendant herein, on March 18, 1959, advising that said release should be filed with the Clerk of the Court for Anne Arundel County.

AND it further appearing that subpoenas issued out of this Court directed to the Defendants, Norman Paddy and Lucy Paddy, have been returned "summonsed", as will more fully appear from the Sheriff's returns filed herein.

AND it further appearing that a Decree Pro Confesso was entered herein on the 14th day of February, 1963, against the Defendants, Norman Paddy and Lucy Paddy, and that neither of the aforesaid parties against whom the Decree Pro Confesso was entered, has entered his or her appearance herein or filed an answer in these proceedings, or proceeded to redeem herein, it is therefore by the Circuit Court for Anne Arundel County, sitting in equity, this 27th day of March, 1963,

ADJUDGED, ORDERED and DECREED that all the rights of redemption to the property mentioned herein of the Defendants,

14

Norman Paddy and Lucy Paddy, and all the unkwnown heirs at law, alienees, assignees and devisees of either or both of them, and any and all persons having or claiming to have any right, title or interest in the hereinafter described property, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiffs in and to the following described property sold to the Plaintiff, Siegfried Michaelis, on the 9th day of October, 1961, for non-payment of taxes for the years 1960 and 1961, to wit:

(1) Certificate No. 3353 - Lot Nos. 3734 and 3735, as shown on a Plat entitled "Second Map of Woodland Beach", which said plat is recorded among the Plat Book Records of Anne Arundel County in Plat Book #8, folio 13, with improvements thereon, First Election District, and assessed to Norman and Lucy Paddy.

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 Siegfried Michaelis and Aldona Z. Michaelis, Plaintiffs in these proceedings, a Deed of Conveyance to the aforesaid lots and parcels of land and improvements, upon payment by the Plaintiffs to the said Treasurer, such taxes as may be due thereon, and the balance of the purchase price of the aforesaid Certificate, if any; and,

It is further ORDERED that the Plaintiffs pay the costs of these proceedings.

O Bruce Dunkum

JUDGE

FILED

1963 MAR 27 AM 10: 38

5

PETITION FOR FORECLOSURE

BOOK 145 PAGE 128

ATLAS CREDIT CORPORATION,
Assignee

VS.

WILLIAM DOUGLAS and

CARRIE DOUGLAS

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~ X
Anne Arundel County

No. 15,196 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s:

That on the ....1st..... **day of** ....March... **A. D.** 1962 **the defendant executed and delivered to** ...Bankers Mortgage Company..... **a mortgage upon certain** .fee simple **property in the** ~~City of Baltimore~~ Anne Arundel Conty, **therein described, to secure the payment of the mortgage debt of** $ 3820.00..... **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.,** said mortgage having been assigned toATLAS CREDIT CORPORATION.

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.

Frank Hirsch
204 Davison Chemical Building
Baltimore 1, Md. ***Attorney for Plaintiff***

FILED
Sa 7-6830

1962 SEP 24 AM 9:27

MORTGAGE FEE—CITY OR COUNTY—Form 16.

BOOK 145 PAGE 129
BOOK 1551 PAGE 52

No. 15,196 Equity

THIS MORTGAGE,

Made this 1st day of March in the year nineteen hundred and Sixty-two by and between

WILLIAM DOUGLAS AND CARRIE DOUGLAS

Mortgagor of the Anne Arundel County in the State of Maryland, of the first part, and

BANKERS MORTGAGE COMPANY, organized and existing under the laws of the District of Columbia, Mortgagee, of the second part:

61791

Whereas, the Mortgagors are justly indebted to the Mortgagee for a loan contemporaneous herewith in the principal sum of Thirty Eight Hundred Twenty Dollars ($3820) with interest at six per-cent (6%) per annum until paid, principal and interest being payable at the office of the Mortgagee or at any other such place as the Mortgagee may designate in writing, delivered or mailed to the Mortgagors in monthly installments of Seventy Four Dollars ($74.00) commencing on the 5th day of April, 1962 and continuing on the 5th day of each month thereafter until paid, except that the final installment of principal and interest, if not sooner paid, shall be due and payable on the 5th day of March 1967.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said William Douglas and Carrie Douglas

do grant and convey unto BANKERS MORTGAGE COMPANY its heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Anne Arundel County aforesaid, and described as follows, to wit:—Beginning for Box 418, Route 10, Rock Point Road, Jacobsville, Anne Arundel County amd more fully described in a deed dated August 23, 1948, recorded among the land records of Anne Arundel County, Liber JHH 486, Folio 250, from Matthews Watts and Viola Watts.

Any transfer voluntary or involuntary of the within described property shall cause the entire remaining balance to be immediately due and payable.

STATE OF MARYLAND RECORDATION TAX MAR 23 1962 $5.50 $5.50

STATE OF MARYLAND RECORDATION TAX $2.20 $2.20

7.70

FILED
1962 SEP 24 AM 9:27

2

BOOK 145 PAGE 130

BOOK 1551 PAGE 53

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of **BANKERS MORTGAGE COMPANY, its** heirs and assigns, forever.

Provided, that if the said **William Douglas and Carrie Douglas**

their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of **Thirty Eight Hundred Twenty** ----------00/100 dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on **their** part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorize the said Mortgagee , **its** personal representatives, or assigns, or **its** duly authorized Attorney or Agent

of the said Mortgagee , its personal representatives, or assigns, a[illegible] any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of 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 executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

And it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Thirty Eight Hundred Twenty ---------- 00/100 dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee , its executors, administrators or assigns, to the extent of lien or claim hereunder.

Witness hand and seal

TEST:

Arthur Bloom
ARTHUR BLOOM NOTARY PUBLIC

William Douglas [SEAL]
William Douglas

Carrie Douglas [SEAL]
Carrie Douglas

[SEAL]

State of Maryland,

, ss:

I Hereby Certify, that on this 1st day of March in the year one thousand nine hundred and sixty two before me, a Notary Public of the State of Maryland, in and for the Baltimore County aforesaid, personally appeared William Douglas and Carrie Douglas the Mortgagor named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. And the same time also appeared

7.50

Arthur Bloom
ARTHUR BLOOM NOTARY PUBLIC

And made oath in due form

I hereby certify, that on this 14th day of March, 1962 before me a notary public for Maryland in Baltimore County aforesaid and personally appeared John E. Morgan 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.

CHARLES L. ASHLEY NOTARY PUBLIC

Recorded Mar. 23, 1962 at 8:54 A.M.

5

BOOK 1551 PAGE 55 ASSIGNMENT March 14, 1962

FOR VALUE RECEIVED, I/we hereby assign the within Mortgage and the debt thereby secured to

ATLAS CREDIT CORPORATION

AS WITNESS, my/our hand (s) and seal (s) the day and year first above written.

Bankers Mortgage Company

WITNESS: CHARLES L. ASHLEY 1.00

BY: JOHN MORGAN

BOOK 145 PAGE 132

Rec'd for record Mar. 23, 1962 at 8:54 A.M.
Mailed to Mortgage & Financing Services, Inc.

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1962 MAR 23 AM 8:54
& RECORDED IN LIBER GTC
NO. 1551 FOLIO 55
GEO. T. CROMWELL, CLERK

15-W-17048

MORTGAGE
FROM
William Douglas
Carrie Douglas
TO
Bankers Mortgage Company
Assigned To
Atlas Credit Corporation

BLOCK NO.

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

RECD FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1962 MAR 23 AM 8:54
& RECORDED IN LIBER GTC
NO. 1551 FOLIO 52
GEO. T. CROMWELL, CLERK

MORTGAGE & FINANCING SERVICES, INC.
22 W. 25TH STREET
BALTIMORE 18, MARYLAND
7.70 Assmt 7.50 1.00 Rl 8.50

THE DAILY RECORD CO., BALTIMORE, MD.

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

BOOK 145 PAGE 133

ATLAS CREDIT CORPORATION
Assignee

vs.

WILLIAM DOUGLAS and

CARRIE DOUGLAS

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
Anne Arundel County

No. 15,196 Equity

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

Military Affidavit

STATE OF ~~MARYLAND, CITY OF BALTIMORE~~ Pennsylvania, Montgomery County, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said ~~City~~ County personally appeared J. M. Bell, Vice-President of Atlas Credit Corporation and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

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

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

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

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

..... *Affiant*

Subscribed and sworn to before me this 20th day of September 1962

..... *Notary Public*

1962 SEP 24 PM 2:27

STATEMENT OF MORTGAGE CLAIM

BOOK 145 PAGE 134

ATLAS CREDIT CORPORATION,
Assignee

vs.

WILLIAM DOUGLAS and

CARRIE DOUGLAS

IN THE

CIRCUIT COURT

— OF —

~~CIRCUIT COURT~~
Anne Arundel County

No. 15,196 Equity

STATEMENT OF MORTGAGE DEBT

Mortgage Debt	$3820.00
Paid	87.69
Balance	$3732.31
Interest to September 4, 1962	74.62
Balance Due	$3806.93

J. M. Bell, Vicepresident of
Atlas Credit Corporation

1502 SEP 24 PM 9:27

STATE OF ~~MARYLAND, CITY OF BALTIMORE~~ Pennsylvania, Montgomery County, Sct.

I HEREBY CERTIFY, That on this 20th day of September in the year nineteen hundred and sixty-two, before me, a Notary Public of the State of ~~Maryland~~ Pennsylvania, in and for said ~~City of Baltimore~~ Montgomery County, personally appeared J. M. Bell, Vice-President of Atlas Credit Corporation

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

NOTARY PUBLIC
Melrose Park, Montgomery County
MY COMMISSION EXPIRES
JAN. 15, 1966

AS witness my hand and Notarial Seal,

Virginia E. Berry
Notary Public.

BOOK 145 PAGE 135

DECREE FOR SALE OF MORTGAGE PREMISES

ATLAS CREDIT CORPORATION,
Assignee

vs.

WILLIAM DOUGLAS and

CARRIE DOUGLAS

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
Anne Arundel County

No. 15,196 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 15th day of September, in the year nineteen hundred and sixtytwp, by the Circuit Court of ~~Baltimore City~~ Anne Arundel County **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Frank Hirsch 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 Five Thousand ($5000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months [or all cash as the purchaser may elect], the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of the proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse
Judge

FILED
1962 SEP 25 PM 2:02

TRUSTEE TO SELL

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY,

BOOK 145 PAGE 136 STATE OF MARYLAND LIBER 11 PAGE 496

No. 15,196 Equity

ATLAS CREDIT CORPORATION, Assignee

versus

William Douglas
and
Carrie Douglas

BOND OF TRUSTEE TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, Frank Hirsch, 204 Davison Chemical Building, Baltimore 2, Maryland

as Principal ,

and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York and duly authorized by its charter to transact surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five thousand - Dollars ($ 5,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 29th day of November in the year of our Lord one thousand, nine hundred and sixty-two

WHEREAS THE ABOVE BOUNDEN Frank Hirsch

by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County has been appointed trustee to sell certain property located on Rocky Point Road, Jacobsville Section, Third Election District mentioned in the proceedings in the case of

ATLAS CREDIT CORPORATION, Assignee

versus

William Douglas and Carrie Douglas

now pending in said Court.

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

Frank Hirsch

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.

Margaret Jardaw

Frank Hirsch (SEAL)

(SEAL)

(SEAL)

Bond approved this 30th day of November, 1962

Lewis N. Phipps, Clerk

FILED

1962 NOV 30 AM 10:38

NATIONAL SURETY CORPORATION

By Rose M. Bausch

Rose M. Bausch Attorney-in-fact

NATIONAL SURETY CORPORATION

8

FRANK HIRSCH, Solicitor
204 Davison Chemic[illegible]uilding
Balto. 1, M[illegible]

Trustee's Sale

of

Valuable Fee-Simple Dwelling

ON ROCK POINT RD.
Jacobsville Section
3rd Election District
Anne Arundel County, Md.

By virtue of a decree of the Circuit Court of Anne Arundel County, in Equity, the undersigned, Trustee, will sell at public auction on the premises on

Friday, Nov. 30, 1962

At 3 P.M.

All that tract or parcel of ground situate, lying, and being in the third Election District of Anne Arundel County, State of Maryland, and which is more particularly described as follows, that is to say:

Beginning for the same at a pipe set at the end of eighty-one and forty - four one - hundredths (81.44) feet on the last line of a lot to be conveyed by T. Carroll Worthington to Matthew Watts and on the North side of a twenty foot road; and running from thence and through said conveyance, North 05 degrees 45 minutes East, seven bundred ninety-five and thirty-five one-hundreths (795.35) feet to a pipe in the second line of said conveyance; thence with part of the same, North 58 degrees 45 minutes East, fifty (50) feet to a pipe; thence with the third line of said conveyance, South 02 degrees 53 minutes West, elght hundred twenty-nine and thirty-two one hundredths (829.32) feet to a pipe set on the North side of a twenty foot road; thence with the same, North 82 degrees 15 minutes West eighty-one and forty-four one-bundredths (81.44) feet to the place of beginning. Containing 1.13 acres, more or less. Improved by a 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.

FRANK HIRSCH, Trustee
ALEX COOPER
Auctioneers, Inc.

N-29

FILED
1962 DEC
EC 11 PM 4:31

9

OFFI[illegible] OF

15196

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 145 PAGE 137

CERTIFICATE OF PUBLICATION

Annapolis, Md., Decembro 10, 1962

We hereby certify, that the annexed

Trustee's Sale
Rock Point Road,
Jacobsville Section

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of Novembro, 1962. The first insertion being made the 8th day of Novembro, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By H. Phil Gorman

REPORT OF SALE

ATLAS CREDIT CORPORATION,
Assignee

vs.

WILLIAM DOUGLAS and

CARRIE DOUGIAS

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

BOOK 145 PAGE 138

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

The Report of Sale of **Frank Hirsch**

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

Fee Simple property on Rock Point Road, Jacobsville Section 3rd Election District

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

daily newspaper published in **Anne Arundel County** ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on the **30th** day of **November** 19**62** at **3:00** o'clock **P.** M. attend on the premises and then and there sold

to Newport Realty Co., Inc., a Maryland body corporate for Twenty-two Hundred ($2200.00) Dollars in fee simple, and in accordance with said advertisement of sale.

Frank Hirsch, Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this **10th** day of **December** 19**62** before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared **Frank Hirsch**

Trustee , and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

FILED
1962 DEC 12 AM 11:22

As witness my hand and Notarial Seal

Notary Public.

10

STATE OF MARYLAND, CITY OF BALTIMORE Sct: BOOK 145 PAGE 139

I HEREBY CERTIFY, that on this 1ST day of December, 1962, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Baltimore City~~ Baltimore County, personally appeared NEWPORT REALTY, INC. BY ROBERT L. REUNER, TREASURER purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, ~~or he purchased same as agent and his principal is~~ [redacted], and that he has not directly or indirectly discouraged anyone from bidding for the said ON ROCK POINT RD. - JACOBSVILLE - ANNE ARUNDEL CO. mentioned in the said Report of Sale.

Newport Realty Inc. by.
Robert L. Reuner - Treasurer (SEAL) Joseph A. Cooper
Purchaser Notary Public

Purchaser

JOSEPH A. COOPER NOTARY PUBLIC BALTIMORE CO., MD.

FILED
1962 DEC 12 AM 11:22

10-A

ORDER NISI

BOOK 145 PAGE 140

ATLAS CREDIT CORPORATION, Assignee

versus

WILLIAM DOUGLAS and

CARRIE DOUGLAS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,196 Equity Equity

Ordered, this 12th day of December, 19 62, That the sale of the property in these proceedings mentioned made and reported by Frank Hirsch, 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 $ 2,200.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Frank Hirsch, Atty. 204 Davison Chemical Bldg.Balto.1 MD. GAZETTE (Dec.20editio

(Final Order)

ATLAS CREDIT CORPORATION, Assignee

versus

WILLIAM DOUGLAS and

CARRIE DOUGLAS

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

BOOK 145 PAGE 141

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 14, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,196

William Douglas

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

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,196 EQUITY
ATLAS CREDIT CORPORATION
Assignee

Versus

WILLIAM DOUGLAS and
CARRIE DOUGLAS

Ordered, this 12th day of December, 1962, That the sale of the property in these proceedings mentioned, made and reported by Frank Hirsch, 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 $2,200.00

LOUIS N. PHIPPS, Clerk

True Copy,
TEST: LOUIS N. PHIPPS
Clerk.

J-10

FILED
1963 JAN 15 PM 1:39

No. M. G. 23-894

BOOK 145 PAGE 142

In the Case of

ATLAS CREDIT CORPORATION, Assignee

VS.

WILLIAM DOUGLAS and CARRIE DOUGLAS, his wife

In the

Circuit Court

For

Anne Arundel County

No. Equity #15,196

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 MAR 20 PM 2:05

All of which is respectfully submitted.

Auditor.

3/20/63

FINAL ORDER

ORDERED BY THE COURT, this 5th day of April, 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. Tolbert, deputy

FILED
1963 APR -5 PM 2:54

13

14

BOOK 145 PAGE 143

Dr. Mortgaged Real Estate of William Douglas and Carrie Douglas, his wife

In Acct. with Frank Hirsch, Trustee

				Cr.
By	Amount of Sale, as per Trustee's Report of Sale filed	2200 00		
By	Interest, 6%, on deferred payment, $1,700.00 from 11/30/62 to 2/28/63.	25 50		
To	Trustee, for commissions, viz	99 00		
			99 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.			
	Advertising & Nisi Sale	78 00		
	National Surety Corporation - bond	20 00		
	Alex Cooper			
	Auctioneer's fee 25.00			
	Advertising Sun 38.60	63 60		
	½ Federal & State Revenue stamps	4 12		
	Adjustment, 1962 taxes	20 40		
			186 12	
To	Atlas Credit Corporation, Assignee of mortgage on account of mortgage claim		1879 88	
			2225 50	
	Balance due on mortgage, as per claim filed	3806 93		
	Interest, 6%, on principal balance, $3,732.31 from 9/4/62 to 4/4/63	130 62		
		3937 55		
	Credit amount allowed above	1897 88		

		this amount subject to decree				
		in personam	2057	67		

BOOK 145 PAGE 145

In the Matter of the Mortgaged	No. 15,371	Equity
Real Estate of Cecil Mays and		In the Circuit Court
Edna S. Mays, 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

1963 JAN -8 AM 9:45

3981

BOOK 145 PAGE 146

LIBER 1232 PAGE 506

No. 15,371 County

This Mortgage,

made this 4TH day of September in the year one thousand nine hundred and fifty-eight, between Cecil Mays and Edna S. Mays, his wife of Anne Arundel County in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

FOUR THOUSAND TWO HUNDRED FIFTY----------

----------($4,250)---------- 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 FORTY----------($40)---------- Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

BEGINNING for the same at an iron pipe in the center of the County Road leading from Jacksons Grove crossing of the Pennsylvania Railroad to the State Highway leading from Baltimore to Odenton, said iron pipe being North 27° 37' East, 10 ft. from an iron pipe where formerly stood a white oak tree at the end of the 11th line in the deed from Foster Maynard and wife to Jacob Dicus dated 10/10/85 and recorded among the Land Records of Anne Arundel County in Liber S. H. 26, Folio 468; thence reversing said course South 27° 37' West, 10 ft. to the iron pipe where formerly stood the white oak tree; thence North 66° 20' West, 131.54 ft. to an iron pipe in the easterly right of way line of the Pennsylvania Railroad, said pipe being South 71° 36' East, 80 ft. from the center line of said Railroad; thence along the easterly right of way line of said Railroad the following three courses and distances: North 18° 24' East, 756.27 ft; South 71° 36' East, 10 ft.; North 18° 24' East, 495.87 ft. to an iron pipe, said iron pipe being South 71° 36' East, 90 ft. from the center line of said Railroad; thence South 51° 44' East, 969.08 ft. to an iron pipe; thence South 15° 55' West, 347.53 ft. to an iron pipe previously set in the first line of the deed from George W. Gary and wife to Harry M. Dennison and wife dated 6/14/45 and recorded among the Land Records of Anne Arundel County in Liber JHH 334, folio 24; thence along a portion of said first line, North 73° 45' West, 217.58 ft. to an iron pipe at the end of said first line; thence along the second line in said deed, South 15° 55' West, 417.50 ft. to the end thereof;

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thence along a portion of the third line in said deed, South 74° 5' East, 474.70 ft. to an iron pipe previously set at the end of the first line in the deed from Andrew Krecher and wife to Joseph Lipskey and wife dated 3/16/36 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 147, folio 419; thence along the second line of said deed, South 15° 39' West, 137.04 ft. to an iron pipe previously set at the end thereof, said iron pipe being also at the end of the second line in the deed from Ernest F. Streif and wife to Raymond E. Vesley and wife dated 4/3/47 and recorded among the aforesaid Land Records in Liber JHH 400, folio 382; thence along the third line in said last mentioned deed, South 35° 56' West, 108.33 ft. to an iron bar previously set; thence along a portion of the fourth line in said deed, South 54° 25' East, 374.05 ft. to an iron bar previously set; thence for a division line across the larger tract of which this is a part, South 47° 29' West, 231. 41 ft. to the center of the County Road aforementioned; thence along the center of said County Road the following threecourses and distances: North 41° 57' West, 490.34 ft.; North 57° 24' West, 85.31 ft.; North 63° 12' West, 797.34 ft. to the place of beginning. Contain ing 24.872 acres, more or less.

BEING the same property conveyed to the within-named Mortgagors by Amelia H. Tubman, Trustee, by deed dated August 4, 1951, and recorded among the Land Records of Anne Arundel County in Liber JHH 636, folio 161, save and excepting therefrom, however, that parcel containing 21.563 acres, more or less, conveyed to William J. McWilliams by the within-named Mortgagors, by deed dated September 10, 1952 and recorded among the aforesaid Land Records in Liber JHH 706, folio 431; and further excepting deed recorded in Liber GTC 1214, folio 599 and dated June 12, 1958; and deed recorded in Liber GTC 1227, folio 194 and dated August 4, 1958.

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 Morrgagee, to rhe 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 jurisdicrion, 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 rhe 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

Cecil Mays (SEAL)
Cecil Mays

Edna S. Mays (SEAL)
Edna S. Mays

(SEAL)

BOOK 145 PAGE 149

LIBER 1232 PAGE 509

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 4TH day of September, in the year one thousand, nine hundred and fifty=eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Cecil Mays and Edna S. Mays, 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.

950 Norwood A. Wieneke

NORWOOD A. WIENEKE

NOTARY PUBLIC

My Commission expires 5/4/59

Rec'd for record Sept 5 1958 at 2:37 P.M.

Mailed to Wm. W. Townshend, Jr.

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

MORTGAGE

FROM

Cecil Mays and

Edna S. Mays, his wife

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

950

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 ..... 1958 SEP -5 PM 2:37 ..... Clerk.

Cost of Record $ ..... & RECORDED IN LIBER G.T.C. NO. 1232 FOLIO 506

GEO. T. CROMWELL, CLERK

WM. W. TOWNSHEND

BOOK 145 PAGE 150

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

Annapolis, Maryland

No. 15,371 Equity

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

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Cecil Mays and Edna S. Mays, his wife, dated September 4th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1232, Folio 506, default having occurred thereunder, the undersigned Attorney will offer at public auction, at the Court House Dooe (Church Circle Entrance), on

WEDNESDAY, FEBRUARY 6, 1963

at 11:30 o'clock A.M.

ALL that lot of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at an iron pipe in the center of the County Road leading from Jacksons Grove crossing of the Pennsylvania Railroad to the State Highway leading from Baltimore to Odenton, said iron pipe being North 27° 37' East, 10 ft. from an iron pipe where formerly stood a white oak tree at the end of the 11th line in the Deed from Foster Maynard and wife to Jacob Dicus dated October 10, 1885 and recorded among the Land Records of Anne Arundel County in Liber S.H. 26, Folio 468; thence reversing said course South 27° 37' West, 10 ft. to the iron pipe where formerly stood the white oak tree; thence North 66° 20' West, 131.54 ft. to an iron pipe in the easterly right of way line of the Pennsylvania Railroad, said pipe being South 71° 36' East, 80 ft. from the center line of said Railroad; thence along the easterly right of way line of said Railroad the following three courses and distances: North 18° 24' East, 756.27 ft.; South 71° 36' East, 10 ft.; North 18° 24' East, 495.87 ft. to an iron pipe, said iron pipe being South 71° 36' East, 90 ft. from the center line of said Railroad; thence South 51° 44' East, 969.08 ft. to an iron pipe; thence South 15° 55' West, 347.53 ft. to an iron pipe previously set in the first line of the deed from George W. Gary and wife to Harry M. Dennison and wife dated June 14, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 334, Folio 24; thence along a portion of said first line, North 73° 45' West, 217.58 ft. to an iron pipe at the end of said first line; thence along the second line in said deed, South 15° 55' West, 417.50 ft. to the end thereof; thence along a portion of the third line in said deed, South 74° 5' East, 474.70 ft. to an iron pipe previously set at the end of the first

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line in the deed from Andrew Krecher and wife to Joseph Lipskey and wife dated March 16, 1936 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 147, Folio 419; thence along the second line of said deed, South 15° 39' West, 137.04 ft. to an iron pipe previously set at the end thereof, said iron pipe being also at the end of the second line in the deed from Ernest F. Streif and wife to Raymond E. Vesley and wife dated April 3, 1947 and recorded among the aforesaid Land Records in Liber J.H.H. 400, Folio 382; thence along the third line in said last mentioned deed, South 35° 56' West, 108.33 ft. to an iron bar previously set; thence along a portion of the fourth line in said deed, South 54° 25' East, 374.05 ft. to an iron bar previously set; thence for a division line across the larger tract of which this is a part, South 47° 29' West, 231.41 ft. to the center of the County Road aforementioned; thence along the center of said County Road the following three courses and distances: North 41° 57' West, 490.34 ft.; North 57° 24' West, 85.31 ft; North 63° 12' West, 797.34 ft. to the place of beginning. Containing 24.872 acres, more or less.

BEING the same property conveyed unto Cecil Mays and Edna S. Mays, his wife, by Amelia H. Tubman, Trustee, by deed dated August 4, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 636, Folio 161. SAVE AND EXCEPTING THEREFROM, however, that parcel containing 21.563 acres, more or less, conveyed to William J. McWilliams by deed dated September 10, 1952 and recorded among the aforesaid Land Records in Liber J.H.H. 706, Folio 431; and further excepting deed recorded in Liber G.T.C. 1214, Folio 599 and dated June 12, 1958; and deed recorded in Liber G.T.C. 1227, Folio 194 and dated August 4, 1958

The above property is improved by a 1 story frame dwelling with modern conveniences.

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

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

- -

Maryland Gazette: January 10th, 17th, 24th and 31st, 1963.
Please send twenty-five handbills.

BOOK 145 PAGE 152

AFFIDAVIT OF NON-MILITARY SERVICE

No. 15,391 Equity

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

I hereby certify that, on this 7th day of January ,

19 63 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William W. Townshend, Jr., Attorney named in mortgage from Cecil Mays and Edna S. Mays, his wife, to Loyola Federal Savings and Loan Association that to the best of his knowledge

plaintiff , in the above entitled cause, and made oath, in due form of law, that defendants

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

Cecil Mays and Edna S. Mays

~~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 7th day of January , 1963 .

Notarial Seal

Eleanor M Dollar

~~Dorothy R. McNew~~ *Notary Public.*
Eleanor M. Dollar

My Commission will expire on:

May 6th, 1963

Filed,

FILED
1963 JAN -8 AM 9:46

8

BOOK 145 PAGE 153

In the Matter of the	: No. 15,371	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Cecil Mays and Edna S.	: for	
Mays, his wife	: Anne Arundel County	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Cecil Mays and Edna S. Mays, his wife, to Loyola Federal Savings and Loan Association (formerly United Federal) dated September 4th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1232, Folio 506.		$4,250.00
Less total amount paid on account of principal	$934.49	
Less credit Expense Account.	39.29	
	$973.78	973.78
		$3,276.22
Interest to February 1963	$118.78	118.78
Amount of Mortgage Indebtedness.		$3,395.00

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 7th day of January 1963, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Eleanor M. Dollar, Notary Public
Eleanor M. Dollar

FILED

1963 JAN -8 AM 9:46

LIBER 11 PAGE 548

The Pennsylvania Insurance Company

#15,371 Equity

BOOK 145 PAGE 154

A STOCK COMPANY

BOND NO. 45 03 95

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 FOUR THOUSAND TWO HUNDRED FIFTY AND NO/100 ($4,250.00) - 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 29th day of January, 1963.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Cecil Mays and Edna S. Mays, his wife, to the Loyola Federal Savings and Loan Association, bearing date on or about the 4th day of September, 1958, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1232, Folio 506, 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 (SEAL)

William W. Townshend, Jr.

Witness as to Surety:

Rosalee Perse

THE PENNSYLVANIA INSURANCE COMPANY

BY Ralph G. Viehman, Jr.

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

Bond approved this 30th day of January, 1963

Louis N. Phipps, Clerk

FILED

1962 JAN 30 PM 1:26

Form 24 S831 8-61

10

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Build 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 Cecil Mays and Edna S. Mays, his wife, dated September 4th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1232, Folio 506, default having occurred thereunder, the undersigned Attorney will offer at public auction, at the Court House Door (Church Circle Entrance), on

Wed., Feb. 6, 1963
at 11:30 o'clock A.M.

All that lot of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at an iron pipe in the center of the County Road leading from Jacksons Grove crossing of the Pennsylvania Railroad to the State Highway leading from Baltimore to Odenton, said iron pipe being North 27 degrees 37' East, 10 ft. from an iron pipe where formerly stood a white oak tree at the end of the 11th line in the deed wife to Jacob Dicus dated October 10, 1885 and recorded among the Land Records of Anne Arundel County in Liber S.H. 26, Folio 468, thence reversing said course South 27 degrees 37' West, 10 ft. to the iron pipe where formerly stood the white oak tree; thence North 66 degrees 30' West, 131.54 ft. to an iron pipe in the easterly right of way line of the Pennsylvania Railroad, said pipe being South 71 degrees 36' East, 80 ft. from the center line of said Railroad; thence along the easterly right of way line of said Railroad the following three courses and distances: North 18 degrees 24' East, 756.27 ft.; South 71 degrees 36' East, 10 ft.; South 71 degrees 24' East, 495.87 ft. to an iron pipe, said iron pipe being South 71 degrees 36' East, 90 ft. from the center line of said Railroad; thence South 51 degrees 44' East, 969.08 ft. to an iron pipe; thence South 15 degrees 55' West, 347.53 ft. to an iron pipe previously set in the first line of the deed from George W. Gary and wife to Harry M. Dennison and wife dated June 14, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 334, Folio 24; thence along a portion of said first line; North 73 degrees 45 West, 217.58 ft. to an iron pipe at the end of said first line; thence along the second line in said deed, South 15 degrees 55' West, 417.50 ft. to the end thereof; thence along a portion of the third line in said deed, South 74 degrees 5' East; 474.70 ft. to an iron pipe previously set at the

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 145 PAGE 155

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1963

We hereby certify, that the annexed

Attorney's Sale

Cecil Mays

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of February, 1963. The first insertion being made the 10th day of January, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963
FEB -6 PM 3:31

By H. Tilghman

end of the first line in the deed from Andrew Krecher and wife to Joseph Lipskey and wife dated March 16, 1936 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 147, Folio 419; thence along the second line of said deed, South 15 degrees 39' West, 137.04 ft. to an iron pipe previously set at the end thereof, said iron pipe being also at the end of the second line in the deed from Ernest F. Streif and wife to Raymond E. Vesley and wife dated April 3, 1947 and recorded among the aforesaid Land Records in Liber J.H.H. 400, Folio 382; thence along the third line in said last mentioned deed, South 35 degrees 56' West, 108.33 ft. to an iron bar previously set; thence along a portion of the fourth line in said deed, South 54 degrees 25' East, 374.05 ft. to an iron bar previously set: thence for a division line across the larger tract of which this is a part, South 47 degrees 29' West, 231.41 ft. to the center of the County Road aforementioned; thence along the center of said County Road the following three courses and distances: North 41 degrees 57' West, 490.34 ft.; North 57 degrees 24' West, 85.31 ft.; North 63 degrees 12' West, 797.34 ft. to the place of beginning. Containing 24.872 acres, more or less.

BEING the same property conveyed unto Cecil Mays and Edna S. Mays, his wife, by Amelia H. Tubman, Trustee, by deed dated August 4, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 636, Folio 161. SAVE AND EXCEPTING THEREFROM, however, that parcel containing 21.563 acres, more or less, conveyed to William J. McWilliams by deed dated September 10, 1952 and recorded among the aforesaid Land Records in Liber J.H.H. 706, Folio 431; and further excepting deed recorded in Liber G.T.C 1214 Folio 599 and dated June 12, 1958; and deed recorded in Liber G.T.C. 1227, Folio 194 and dated August 4, 1958

The above property is improved by a 1 story frame dwelling with modern conveniences.

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

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR., Attorney
Towns-Worth Building,
South St.
Annapolis, Md.

ROBERT H. CAMPBELL,
Auctioneer J-31

ROBERT H. CAMPBELL - - - - Auctioneer

BOOK 145 PAGE 157

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 Cecil Mays and Edna S. Mays, his wife, dated September 4th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1232, Folio 506, default having occurred thereunder, the undersigned Attorney will offer at public auction, at the Court House Door (Church Circle Entrance), on

WEDNESDAY FEBRUARY 6, 1963

At 11:30 o'clock A. M.

ALL that lot of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at an iron pipe in the center of the County Road leading from Jacksons Grove crossing of the Pennsylvania Railroad to the State Highway leading from Baltimore to Odenton, said iron pipe bearing 27° 37′ East, 10 ft. from an iron pipe where formerly stood a white oak tree at the end of the 11th line in the Deed from Foster Maynard and wife to Jacob Dicus dated October 10, 1885 and recorded among the Land Records of Anne Arundel County in Liber S. H. 26, Folio 468; thence reversing said course South 27° 37′ West, 10 feet to the iron pipe where formerly stood the white oak tree; thence North 66° 20′ West, 131.54 feet to an iron pipe in the easterly right of way line of the Pennsylvania Railroad, said pipe being South 71° 36′ East, 80 feet from the center line of said Railroad; thence along the easterly right of way line of said Railroad the following three courses and distances: North 18° 24′ East, 756.27 ft.; South 71° 36′ East, 10 ft.; North 18° 24′ East, 495.87 ft. to an iron pipe, said iron pipe being South 71° 36′ East, 90 ft. from the center line of said Railroad, thence South 51° 44′ East, 969.08 ft. to an iron pipe; thence South 15° 55′ West, 347.53 ft. to an iron pipe previously set in the first line of the deed from George W. Gary and wife to Harry M. Dennison and wife dated June 14, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 334, Folio 24; thence along a portion of said first line, North 73° 45′ West, 217.58 ft. to an iron pipe at the end of said first line; thence along the second line in said deed, South 15° 55′ West, 417.50 ft. to the end thereof; thence along a portion of the third line in said deed, South 47° 5′ East, 474.70 ft. to an iron pipe previously set

at the end of the first line in the deed from Andrew Krecher and wife to Joseph Lipskey and wife dated March 16, 1936 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 147, Folio 419; thence along the second line of said deed, South 15° 39′ West, 137.04 ft. to an iron pipe previously set at the end thereof, said iron pipe being also at the end of the second line in the deed from Ernest F. Streif and wife to Raymond E. Vesley and wife dated April 3, 1947 and recorded among the aforesaid Land Records in Liber J.H.H. 400, Folio 382; thence along the third line in said last mentioned deed, South 35° 56′ West, 108.33 ft. to an iron bar previously set; thence along a portion of the fourth line in said deed, South 54° 25′ East, 374.05 ft. to an iron bar previously set; thence for a division line across the larger tract of which this is a part, South 47° 29′ West, 231.41 ft. to the center of the County Road aforementioned; thence along the center of said County Road the following three courses and distances: North 41° 57′ West, 490.34 ft; North 57° 24′ West, 85.31 ft.; North 63° 12′ West, 797.34 ft. to the place of beginning. Containing 24.872 acres, more or less.

BOOK 145 PAGE 153

BEING the same property conveyed unto Cecil Mays and Edna S. Mays, his wife, by Amelia H. Tubman, Trustee, by deed dated August 4, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 636, Folio 161. **SAVE AND EXCEPTING THEREFROM**, however, that parcel containing 21.563 acres, more or less, conveyed to William J. McWilliams by deed dated September 10, 1952 and recorded among the aforesaid Land Records in Liber J.H.H. 706, Folio 431; and further excepting deed recorded in Liber G.T.C. 1214, Folio 599 and dated June 12, 1958; and deed recorded in Liber G.T.C. 1227, Folio 194 and dated August 4, 1958.

The above property is improved by a one story frame dwelling with modern conveniences.

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

For further particulars, apply to:
William W. Townshend, Jr., Attorney
Towns-Worth Building, South St.
Annapolis, Maryland

FILED
1963 FEB -8 AM 11:06

BOOK 145 PAGE 159

Annapolis, Maryland
February 6, 1963

I hereby certify that I have this sixth day of February 1963, sold the property described on the reverse hereof unto LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate at and for the sum of THREE THOUSAND FOUR HUNDRED DOLLARS ($3,400.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this sixth day of February 1963, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of THREE THOUSAND FOUR HUNDRED DOLLARS--------($3,400.00) and I/we hereby agree to comply with the terms of sale.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: (SEAL)
Wilmer M. Johnson, Vice President

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1963 FEB -8 AM 11:06

BOOK 145 PAGE 160

In the Matter of the	: No. 15 371	Equity
Mortgaged Real Estate of	:	In the Circuit Court
Cecil Mays and Edna S.	:	for
Mays, his wife	:	Anne Arundel County
	:	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify, that on this 6th day of February 1963, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Wilmer M. Johnson, Vice President of Loyola Federal Savings and Loan Association, a body corporate, the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) it was not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) it had not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

William W. Townshend, Jr.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Wilmer M. Johnson (SEAL)
Wilmer M. Johnson, Vice President

_____ (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

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BOOK 145 PAGE 161

In the Matter of the	: No.	15,371 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Cecil Mays and Edna S. Mays,	:	for
his wife	:	Anne Arundel County
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from Cecil Mays and Edna S. Mays, his wife, dated September 4th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1232, Folio 506, 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 at the Court House Door on Wednesday, February 6, 1963, at 11:30 o'clock A.M., and then and there sold the said property to Loyola Federal Savings and Loan Association, at and for the sum of THREE THOUSAND FOUR HUNDRED DOLLARS ($3,400.00), it being at that figure the highest bidder therefor, said property described as follows:

ALL that lot of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at an iron pipe in the center of the County Road leading from Jacksons Grove crossing of the Pennsylvania Railroad to the State Highway leading from Baltimore to Odenton, said iron pipe being North 27° 37' East, 10 ft. from an iron pipe where formerly stood a white oak tree at the end of the

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11th line in the Deed from Foster Maynard and wife to Jacob Dicus dated October 10, 1885 and recorded among the Land Records of Anne Arundel County in Liber S.H. 26, Folio 468; thence reversing said course South 27° 37' West, 10 ft. to the iron pipe where formerly stood the white oak tree; thence North 66° 20' West, 131.54 ft. to an iron pipe in the easterly right of way line of the Pennsylvania Railroad, said pipe being South 71° 36' East, 80 ft. from the center line of said Railroad; thence along the easterly right of way line of said Railroad the following three courses and distances: North 18° 24' East, 756.27 ft.; South 71° 36' East, 10 ft.; North 18° 24' East, 495.87 ft. to an iron pipe, said iron pipe being South 71° 36' East, 90 ft. from the center line of said Railroad; thence South 51° 44' East, 969.08 ft. to an iron pipe; thence South 15° 55' West, 347.53 ft. to an iron pipe previously set in the first line of the deed from George W. Gary and wife to Harry M. Dennison and wife dated June 14, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 334, Folio 24; thence along a portion of said first line, North 73° 45' West, 217.58 ft. to an iron pipe at the end of said first line; thence along the second line in said deed, South 15° 55' West, 417.50 ft. to the end thereof; thence along a portion of the third line in said deed, South 74° 5' East, 474.70 ft. to an iron pipe previously set at the end of the first line in the deed from Andrew Krecher and wife to Joseph Lipskey and wife, dated March 16, 1936 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 147, Folio 419; thence along the second line of said deed, South 15° 39' West, 137.04 ft. to an iron pipe previously set at the end thereof, said iron pipe being also at the end of the second line in the deed from Ernest F. Streif and wife to Raymond E. Vesley and wife, dated April 3, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 400, Folio 382; thence along the third line in said last mentioned deed, South 35° 56' West, 108.33 ft. to an iron bar previously set; thence along a portion of the fourth line in said deed, South 54° 25' East, 374.05 ft. to an iron bar previously set; thence for a division line across the larger tract of which this is a part, South 47° 29' West, 231.41 ft. to the center of the County Road aforementioned; thence along the center of said County Road the following three courses and distances, North 41° 57' West, 490.34 feet, North 57° 24' West, 85.31 ft., North 63° 12' West, 797.34 feet to the place of beginning. Containing 25.872 acres, more or less.

BEING the same property conveyed unto Cecil Mays and Edna S. Mays, his wife, by Amelia H. Tubman, Trustee, by deed dated August 4, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 636, Folio 161. SAVE AND EXCEPTING therefrom, however, that parcel containing 21.563 acres, more or less, conveyed to William J. McWilliams by deed dated September 10, 1952 and recorded among the aforesaid Land Records in Liber J.H.H. 706, Folio 431; and further excepting deed recorded in Liber G.T.C. 1214, Folio 599 and dated June 12, 1958; and deed recorded in Liber 1227, Folio 194 and dated August 4, 1958.

AND the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the

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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 6th day of February 1963, 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

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ORDER NISI

BOOK 145 PAGE 164

In the Matter of the Mortgaged Real Estate of Cecil Mays and Edna S. Mays, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,371 Equity

Ordered, this 8th day of February, 1963, 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 18th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of March next.

The report states that the amount of sale was $3,400.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

William W. Townshend, Jr. Atty. For the Maryland Gazette, (Feb. 14th Edition)

(Final Order)

In the Matter of the Mortgaged Real Estate of Cecil Mays and Edna S. Mays, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of March, 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.

O Bowie Duckett

JUDGE.

FILED

1963 MAR 19 PM 2:00

18

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 15,371 Equity

In the Matter of the Mortgaged Real Estate of
CECIL MAYS and
EDNA S. MAYS, his wife

Ordered, this 8th day of February, 1963, 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 18th day of March next. Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of March next.

The report states that the amount of sale was $3,400.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk
m-7

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 145 PAGE 165

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 7, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,371

Cecil Mays

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of March, 1963. The first insertion being made the 14th day of February, 1963.

FILED

1963 MAR -8 AM 11:04

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 34452

19

In the Case of

IN THE MATTER OF THE MORTGAGE REAL ESTATE OF CECIL MAYS and EDNA S. MAYS, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,371 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 MAR 21 PM 3:24

All of which is respectfully submitted.

March 21, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 8th day of April, 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: [illegible], deputy

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1963 APR -8 AM 10:53

20

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CECIL MAYS and EDNA S. MAYS, his wife,

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

					Cr.	
1963						
Feb.	6	Proceeds of Sale	3,400	00	3,400	00
					3,400	00
		To Attorney for fee, viz:	100	00		
		To Attorney for commissions, viz:	132	00	232	00
		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	152	24		
		Capital Gazette Press - Order nisi, sale	15	00		
		Speer Publications - handbills	10	82		
		Robert H. Campbell - Auctioneer fee	45	00		
		Pennsylvania Ins. Co. - Bond premium	17	00		
		1963 County & State taxes adjusted 1/1/63 to 2/6/63 - (98.42)	9	95		
		One-half cost documentary stamps	5	78		
		Eleanor M. Dollar - Notary fees	1	00		
		Dorothy P. McNew - Notary fee		50	257	29
		To Loyola Federal Savings & Loan Assn. this balance on account of claim filed	2,850	21	2,850	21
					3,400	00

		Amount of Mortgage claim filed	3,395	00		
		Interest on principal balance of $3,276.22 from 2/1/63 to 4/5/63 - 63 days @ 6 %	34	01		
			3,429	01		
		Cr. - amount allowed above	2,850	21		
		Balance subject to decree in personam	578	80		

BOOK 145 PAGE 169

In the Matter of the Mortgaged	:	No. 15,372	Equity
Real Estate of Paul M. Nash and	:	In the Circuit Court	
Nancy E. Nash, his wife, and	:	for	
Willard E. Robb and Verna I.	:	Anne Arundel County	
Robb, his wife	:		
	:		

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

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BOOK 145 PAGE 170

BOOK 1565 PAGE 190

No. 15,372 Equity

Purchase Money

THIS MORTGAGE, Made this **17th** day of **May**, in the year one thousand, nine hundred and sixty **-two**, between **PAUL M. NASH and NANCY E. NASH, his wife, AND WILLARD E. ROBB and VERNA I. ROBB, his wife**, of **Anne Arundel County** in the State of Maryland, hereinafter called Mortgagor, and the LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body eorporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of **THIRTEEN THOUSAND DOLLARS--$13,000.00** Dollars, being part of the purehase money for the property hereinafter described;

AND WHEREAS, said Mortgagor, has agreed to repay the said sum so advaneed in installments, with interest thereon from the date hereof at the rate of **six** per eent. **6%**) per annum in the manner following:

By the payment of **NINETY-FOUR DOLLARS ----------($94.00)** on or before the first day of eaeh 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 ealendar month, and the said installment payments shall be applied by the Mortgagee in the following order: (1) to the payment of interest, and (2) to the payment of the aforesaid principal sum, provided the Mortgagor is not in default on any other payments required under the terms of the Mortgage.

The due execution of this mortgage having been a condition preeedent to the granting of said advanee.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in eonsideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, eonvey and assign unto the said Mortgagee, its suecessors and assigns, all **that** lot of ground situated and lying in **the Seventh Election District of Anne Arundel County**, in said State, and described as follows:

KNOWN AND DESIGNATED as Lot No. 1, in Block F, as shown on Plat 2 and Plat 1, Revised, North Deale, recorded among the Plat Records of Anne Arundel County in Plat Book 24, Folio 50.

BEING the same property conveyed unto the within-named Mortgagors by Floyd A. Crumpton and Daisy B. Crumpton, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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1963 JAN -8 AM 10:54

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing 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 Mortgagor, his heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire, windstorm or such other hazards as may be required by the Mortgagee 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 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 and to establish a fund to assure said payments, the Mortgagor shall pay to Mortgagee on the first day of each month one-twelfth of the yearly aggregate of such items. In the event the Mortgagor fails to make the payments or establish the fund, 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 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. 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; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor, his heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland, passed in the year 1955, or any amendments, re-enactments or supplements thereto; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days. If the mortgage debt is paid before maturity and the aggregate amount of all prepayments made in any one year exceeds 20 per centum of the original principal amount of the loan, 180 days' interest at the rate specified in this mortgage on the amount of such excess shall be paid to the Mortgagee. The Mortgagor covenants and agrees to pay a "late charge" not to exeeed 4% of any payment which is not paid within 15 days of the due date thereof to cover the extra expenses involved in handling delinquent payments.

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, 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, ineluding any amendments, supplements, or additions thereto, does hereby (1) deelare his assent to the passing of a deeree for the sale of the herein deseribed property at any time after the reeording of this mortgage, (said sale to take plaee after a default has oeeurred in any of the eonditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorizc the said Mortgagee, its sueeessors or assigns, or William W. Townshend, Jr., its duly authorized Attorney, after any such default shall have oeeurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a deeree 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 sueh party may do so, and the sale may be made after giving not less than twenty days notiee of the time, plaee, manner and terms of sale in some newspaper printed in the eounty or eity in whieh the land is situated; and the party selling may also give sueh other notiee as he may deem expedient. The terms of any sueh sale may be all eash upon ratifieation of the sale, or sueh other terms as the party selling may deem expedient. The proceeds of any sueh sale shall be applied as follows: first, to the payment of all expenses incident to said sale, ineluding a eounsel fee of one hundred ($100.00) Dollars for eondueting the proeeedings, if without contest, but if legal services be rendered to the Trustee appointed by sueh Deeree, or to the party selling under the above power of sale, in eonneetion with any eontested matter in the proeeedings, then such other eounsel fees and expenses shall be allowed out of the proceeds of sale as the eourt may deem proper, and also to the payment of a commission to the party making said sale equal to the eommission allowed trustees making sales of property under deeree of a eourt of equity in Maryland; seeond, to the payment of all elaims of the Mortgagee, its suceessors or assigns, hereunder, whether the same shall have matured or not; and third, the balanee, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of sueh eommissions and all such expenses and eosts 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 said Mortgagor eovenants that he will warrant specially the property hereby eonveyed, and that he will execute sueh further assuranees as may be requisite.

The eovenants herein eontained shall bind, and the benefits and advantages shall inure to, the respeetive heirs, exeeutors, administrators, sueeessors and assigns of the parties hereto. Whenever used, the singular number shall inelude the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the said Mortgagor.

WITNESS:

Paul M Nash [SEAL]
Paul M. Nash

Nancy E Nash [SEAL]
Nancy E. Nash

Willard E Robb [SEAL]
Willard E. Robb

Verna I Robb [SEAL]
Verna I. Robb

Paulina W. Remey (as to all)
Paulina W. Remey, As to all

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this ~~7th~~ 17th day of May, 1962, before me, the subseriber, a Notary Publie, of the State and County aforesaid, personally appeared Paul M. Nash and Nancy E. Nash, his wife, and Willard E. Robb and Verna I. Robb, his wife the Mortgagors, named in the aforegoing mortgage, satisfaetorily proven to be the person(s) whose name(s) are subseribed to the within instrument and they aeknowledged the aforegoing mortgage to be their aet, and that they executed the same for the purposes therein eontained. [illegible]

AS WITNESS my hand and Notarial Seal.

Pauline W. Remey, NOTARY PUBLIC

My commission expires May 6, 1963.

5

BOOK 145 PAGE 173

BOOK 1565 PAGE 193

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17th day of May 1962, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Dorothy B. Ward, Asst. Vice President, of Loyola Federal Savings and Loan Association, Mortgagee, 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.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

13.00

Rec'd for record May 21, 1962 at 2:57 P.M.

Mailed to Townshend & Kirk

W

MORTGAGE

FROM

PAUL M. NASH, et al

TO

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1962 MAY 21 PM 2:57 & RECORDED IN LIBER G.T.C. NO. 1565 FOLIO 190 RECORD, CROMWELL, CLERK

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

Cost of Record, $ 13.00

TOWNSHEND AND KIRK

TOWNS-WORTH BUILDING

SOUTH STREET

ANNAPOLIS, MARYLAND

BOOK 145 PAGE 174

No. 15,372 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 Paul M. Nash and Nancy E. Nash, his wife, and Willard E. Robb and Verna I. Robb, his wife, dated May 17th, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1565, Folio 190, default having occurred thereunder, the undersigned Attorney will offer at public auction, at the Court House Door (Church Circle Entrance), on

WEDNESDAY, FEBRUARY 6, 1963

at 11:00 o'clock A.M.

ALL that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 1, Block F, as shown on Plat 2 and Plat 1, Revised, North Deale, recorded among the Plat Records of Anne Arundel County in Plat Book 24, Folio 50.

BEING the same property conveyed unto Paul M. Nash and Nancy E. Nash, his wife, and Willard E. Robb and Verna I. Robb, his wife, by Floyd A. Crumpton and Daisy B. Crumpton, his wife, by Deed dated May 17th, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1565, Folio 188.

The above property is improved by a 1 story masonry dwelling with modern conveniences.

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

FILED

1963 JAN -8 AM 9:45

6

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: January 10, 17, 24 and 31, 1963.

Please send 25 handbills.

BOOK 145 PAGE 176 No. 15,372 Equity

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 7th day of January,
19 63, personally appeared before me, the subscriber, a Notary Public of the State of
Maryland, in and for Anne Arundel County, personally appeared William W.
Townshend, Jr., Attorney named in Mortgage from Paul M. Nash and
Nancy E. Nash, his wife, and Willard E. Robb and Verna I. Robb,
his wife, to Loyola Federal Savings and Loan Association
that to the best of his knowledge,
plaintiff, in the above entitled cause, and made oath, in due form of law, that defendants
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

Paul M. Nash and Nancy E. Nash and Willard E. Robb and Verna I. Robb,

~~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 7th day of
January, 19 63.

Notarial Seal

Eleanor M. Dollar
~~Dorothy Paxton McNew~~,
Eleanor M. Dollar, *Notary Public.*

My Commission will expire on:

May 6th, 1963

Filed,

FILED
1963 JAN -8 AM 9:45

8

BOOK 145 PAGE 177

In the Matter of the Mortgaged	:	No. 15,372 Equity
Real Estate of Paul M. Nash and	:	In the Circuit Court
Nancy E. Nash, his wife, and	:	for
Willard E. Robb and Verna I. Robb,	:	Anne Arundel County
his wife	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Paul M. Nash and Nancy E. Nash, his wife, and Willard E. Robb and Verna I. Robb, his wife, to Loyola Federal Savings and Loan Association, dated May 17th, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1565, Folio 190.		$13,000.00
Less total amount paid on account of principal	$ 58.14	
Less credit Expense Account.	139.79	
	$197.93	197.93
		$12,802.07
Interest to February 5, 1963	$334.33	334.33
Amount of mortgage indebtedness.		$13,136.40

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 7th day of January 1963, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Eleanor M. Dollar, Notary Public

FILED

1963 JAN -8 AM 9:45

LIBER 11 PAGE 547

The Pennsylvania Insurance Company

#15,372 Equity

BOOK 145 PAGE 178

A STOCK COMPANY

BOND NO. 45 03 94

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 THIRTEEN THOUSAND AND NO/100 ($13,000.00) - 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 29th day of January, 1963.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Paul M. Nash and Nancy E. Nash, his wife, and Willard E. Robb and Verna I. Robb, his wife, to the Loyola Federal Savings & Loan Association, bearing date on or about the 17th day of May, 1962, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1565, Folio 190, the said William W. Townshend, Jr., as Attorney named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

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

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

WITNESS AS TO PRINCIPAL:

Dorothy O. McNew

William W. Townshend (SEAL)
William W. Townshend, Jr.

Witness as to Surety:

Rosalie Lares

THE PENNSYLVANIA INSURANCE COMPANY

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

Bond approved this 30th day of January, 1963

Lowell N. Phipps, Clerk

FILED

1962 JAN 30 PM 1:26

Form 24 S831

8-61

10

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Buildi 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 Paul M. Nash and Nancy E. Nash, his wife, and Willard E. Robb and Verna I. Robb, his wife, dated May 17th, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1565, Folio 190, default having occurred thereunder, the undersigned Attorney will offer at public auction, at the Court House Door (Church Circle Entrance), on

Wed., Feb. 6, 1963
at 11:00 o'clock A.M.

ALL that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 1, Block F, as shown on Plat 2 and Plat 1, Revised, North Deale, recorded among the Plat Records of Anne Arundel County in Plat Book 24, Folio 50.

BEING the same property conveyed unto Paul M. Nash and Nancy E. Nash, his wife, and Willard E. Robb and Verna I. Robb, his wife, by Floyd A. Crumpton and Daisy B. Crumpton, his wife, by Deed dated May 17th, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1565, Folio 188.

The above property is improved by a 1 story masonry dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification No. 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. CAMPBELLL,
Auctioneer

J-31

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 145 PAGE 179

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1963

We hereby certify, that the annexed

Attorney's Sale

Paul M. Nash

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of February, 1963. The first insertion being made the 10th day of January, 1963

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 FEB -6 PM 3:31

By H. Tilghman

ROBERT H. CAMPBELL - - - - Auctioneer

BOOK 145 PAGE 180

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 Paul M. Nash and Nancy E. Nash, his wife, and Willard E. Robb and Verna I. Robb, his wife, dated May 17th, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1565, Folio 190, default having occurred thereunder, the undersigned Attorney will offer at public auction, at the Court House Door (Church Circle Entrance), on

WEDNESDAY FEBRUARY 6, 1963

AT 11:00 O'CLOCK A.M.

All that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 1, Block F, as shown on Plat 2 and Plat 1, Revised, North Deale, recorded among the Plat Records of Anne Arundel County in Plat Book 24, Folio 50.

BEING the same property conveyed unto Paul M. Nash and Nancy E. Nash, his wife, and Willard E. Robb and Verna I. Robb, his wife, by Floyd A. Crumpton and Daisy B. Crumpton, his wife, by Deed dated May 17th, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1565, Folio 188.

The above property is improved by a 1 story masonry dwelling with modern conveniences.

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

FILED
1963 FEB -8 AM 11:06

For further particulars, apply to:
William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

13

Annapolis, Maryland
February 6, 1963

I hereby certify that I have this sixth day of February, 1963, sold the property described on the reverse hereof unto FLOYD A. CRUMPTON
at and for the sum of THIRTEEN THOUSAND DOLLARS ($13,000.00)

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

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this sixth day of February 1963, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of THIRTEEN THOUSAND DOLLARS ($13,000.00)
and I/we hereby agree to comply with the terms of sale.

Floyd A. Crumpton

FILED
1963 FEB -8 AM 11:06

12

BOOK 145 PAGE 182

In the Matter of the	:	No. 15372 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Paul M. Nash and Nancy E.	:	for
Nash, his wife, and Willard	:	Anne Arundel County
E. Robb and Verna I. Robb,	:	
his wife	:	
	:	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify, that on this sixth day of February, 1963, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Floyd A. Crumpton the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) he was not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) he had not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

William W. Townshend, Jr.

Floyd A. Crumpton (SEAL)

(SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

FILED

1963 FEB -8 AM 11:06

14

BOOK 145 PAGE 183

In the Matter of the Mortgaged Real Estate of Paul M. Nash and Nancy E. Nash, his wife, and Willard E. Robb and Verna I. Robb, his wife	: No. 15372 Equity : In the Circuit Court : for : Anne Arundel County	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from Paul M. Nash and Nancy E. Nash, his wife, and Willard E. Robb and Verna I. Robb, his wife, dated May 17th, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1565, Folio 190, 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 at the Court House Door on Wednesday, February 6, 1963, at 11:00 o'clock A.M., and then and there sold the said property to Floyd A. Crumpton, at and for the sum of THIRTEEN THOUSAND DOLLARS ($13,000.00), being at that figure the highest bidder therefor, said property described as follows:

ALL that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 1, Block F, as shown on Plat 2 and Plat 1, Revised, North Deale, recorded among the Plat Records of Anne Arundel County in Plat Book 24, Folio 50.

BEING the same property conveyed unto Paul M. Nash and

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1963 FEB -8 AM 11:06

15

Nancy E. Nash, his wife, and Willard E. Robb and Verna I. Robb, his wife, by Floyd A. Crumpton and Daisy B. Crumpton, his wife, by Deed dated May 17th, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1565, Folio 188.

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 6th day of February 1963, 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

ORDER NISI

BOOK 145 PAGE 185

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PAUL M. NASH AND NANCY E. NASH, HIS WIFE, AND ~~VERSUS~~ WILLARD E. ROBB AND VERNA I ROBB, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,372 Equity

Ordered, this 8th day of February, 19 63, 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 18th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of March next.

The report states that the amount of sale was $ 13,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

WILLIAM W. TOWNSHEND,Jr., Atty. "Maryland Gazette" (For Feb. 14th Edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PAUL M. NASH AND ~~VERSUS~~ NANCY E. NASH, HIS WIFE, AND WILLARD E. ROBB AND VERNA I. ROBB, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of March, 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.

O Bowie Duckett

JUDGE.

FILED

1963 MAR 19 PM 2:00

17

BOOK 145 PAGE 186

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 15,372 Equity

In the Matter of the Mortgaged Real Estate of Paul M. Nash and Nancy E. Nash, his wife, and WILLARD E. ROBB and VERNA I. ROBB, his wife

Ordered, this 8th day of February, 1963, 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 18th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of March next.

The report states that the amount of sale was $13,000.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

M-7

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 7, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,372

Willard E. Robb

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of March, 1963. The first insertion being made the 14th day of February, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 MAR -8 AM 11:04

By H. Tilghman

No. M. G. 34451

18

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
PAUL M. NASH and NANCY E. NASH, his wife, and
WILLARD E. ROBB and VERNA I. ROBB, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,372 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 MAR 21 PM 3:25

All of which is respectfully submitted.
March 21, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 8th day of April, 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 M. Phipps
Clerk
Per: L. Fitzhugh, deputy

FILED
1963 APR -8 AM 10:53

19

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PAUL M. NASH and NANCY E. NASH, his wife, and WILLARD E. ROBB AND VERNA I. ROBB, his wife,

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

					Cr.	
1963						
Feb.	6	Proceeds of Sale	13,000	00	13,000	00
					13,000	00
		To Attorney for fees, viz:	100	00		
		To Attorney for Commissions, viz:	420	00	520	00
		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	63	00		
		Capital Gazette Press - Order nisi, sale	15	00		
		Speer Publications - handbills	10	82		
		Robert H. Campbell - Auctioneer fee	45	00		
		Pennsylvania Ins. Co. - Bond premium	52	00		
		1963 County & State taxes adjusted 1/1/63 to 2/6/63 - (166.54)	16	49		
		One-half cost documentary stamps	21	45		
		Eleanor M. Dollar - Notary fees	1	00		
		Dorothy P. McNew - Notary fee		50	225	26
		To Loyola Federal Savings & Loan Assn.				
		this balance on account of claim filed	12,194	24	12,194	24
					13,000	00

Amount of Mortgage claim filed	13,136	40	
Interest on principal balance of $12,802.07 ~~from 2/5/63 to 4/5/63 - 59 days @ 6%~~	124	44	
	13,260	84	
Cr. - amount allowed above	12,194	24	
Balance subject to decree in personam	1,066	60	

21

BOOK 145 PAGE 190

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ALBERT P. WEBER AND ELSA J. WEBER, HIS WIFE	:	(In Equity) No. 15,297 Equity 20 - 390

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 Albert P. Weber and Elsa J. Weber, his wife to Baltimore Federal Savings and Loan Association, dated July 21st 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1409 folio 370.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

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1962 NOV 19 AM 10:00

BOOK 145 PAGE 191

BOOK 1409 PAGE 370

152 129
15297

City and County Form.

This Mortgage, Made this 21st day of July, in the year one thousand, nine hundred and sixty, between

ALBERT P. WEBER and ELSA J. WEBER, his wife

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

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

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

By the payment of EIGHTY-TWO AND 81/100ths ($82.81) Dollars, commencing on the first day of September, 1960, 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. 43 as shown on the Plat entitled "Second Revision Sharonville" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 31.

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

PLAINTIFF'S EXHIBIT "A"

FILED

1962 NOV 19 AM 10:00

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 (X) of ground and premises unto the said Mortgagee, its successors and assigns, [illegible] forever in fee simple.

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

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

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

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

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

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

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

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

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

WITNESS:

Robert F. Vavrina
ROBERT F. VAVRINA

Albert P. Weber .... (SEAL)
Albert P. Weber

.... (SEAL)

Elsa J. Weber .... (SEAL)
Elsa J. Weber

.... (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this..........21st..........day of ....July.........., 19..60.., before me, a Notary Public of said State, personally appeared..........

..ALBERT..P...WEBER..and..ELSA..J...WEBER,..his wife

....

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

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

AS WITNESS my hand and Notarial Seal.

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

Robert F. Vavrina
ROBERT F. VAVRINA
Notary Public

My commission expires 5-1-61

900

Rec'd for record July 25, 1960 at 12:32 P.M.
Mailed to The Colonial Title Guarantee Co.

BOOK 1409 PAGE 373

MILITARY AFFIDAVIT

No. 15,297

Docket 20 folio 390

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 15th 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, **Albert P. Weber and Elsa J. Weber, his wife**

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

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

Walter S. Calwell

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

1962 NOV 19

BOOK 145 PAGE 195

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

ALBERT P. WEBER AND

ELSA J. WEBER, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,297

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Albert P. Weber and Elsa J. Weber, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **21st** day of **July** 1960, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1409** Folio **370** .

Amount of Mortgage	**$15,900.00**	
Less - amount paid on principal	**305.12**	
	15,594.88	
Plus - interest to 10/25/62	**329.67**	
	15,924.55	
Less - balance in expense account	**75.08**	
	15,849.47	

15594.88
329.67
15924.55
75.08
15849.47

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **15th** 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.

WITNESS my hand and Notarial Seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link

Clara M. Link Notary Public

6

No. 15297 Equit

Mortgagee and Attorney's Bond.

LIBER 11 PAGE 505

1-369

BOOK 145 PAGE 191

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 0466-0274-2312-62

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 FIFTEEN THOUSAND, NINE HUNDRED AND NO/100 ($15,900.00) - - - - - - - - - - - - - - - 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 13th day of December 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 Albert P. Weber and Elsa J. Weber, his wife to Baltimore Federal Savings & Loan Association bearing date the 21st day of July nineteen hundred and sixty. and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1409, Folio 370, and

311 Sharon Drive, A.A. Co., Md.

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

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

Signed, Sealed and Delivered in the presence of

Clara W. Smith

WITNESS:

S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 17 day of December, 1962

Louis N. Phipps, Clerk

FILED
1962 DEC 17 AM 9:43

Equity 15,297

Mortgagee and Attorney's Bond. 1-369

LIBER 11 PAGE 513

BOOK 145 PAGE 197

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 0466-0274-2312-62
ADDITIONAL

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 ONE HUNDRED AND NO/100 ($100.00) - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 19th day of December 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 Albert P. Weber and Elsa J. Weber, his wife, to Baltimore Federal Savings & Loan Association bearing date the 21st day of July nineteen hundred and sixty. and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1409, Folio 370, and

is about to sell the land and premises described in said Mortgage, 311 Sharon Drive, A.A. Co., Md. default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, Sealed and Delivered
in the presence of

Clara M. Lirch
~~xxxxx~~ WITNESS:

S. Alvey
S. Alvey

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

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 21st day of December, 1962

Louis N. Phipps, Clerk

FILED
1962 DEC 21 AM 9:32

8

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ALBERT P. WEBER AND ELSA J. WEBER, HIS WIFE	:	Equity No. 15,297

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 18th 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 21 AM 9:32

Clara M. Link
Clara M. Link Notary Public

9

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

Attorney's Sale

Of

Valuable

Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from Albert P. Weber and Elsa J. Weber, his wife to Baltimore Federal Savings and Loan Association, dated July 21st, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1409 folio 370 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., Dec. 18, 1962

at 3:30 P.M.

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

Being known and designated as Lot No. 43 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31; the improvements thereon are known as No. 311 Sharon Drive

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

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

The imrpovements consist of a split level type dwelling, containing 7 rooms 2½ baths, forced warm air gas fired heat, also car port.

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

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

D-13

BOOK 145 PAGE 199

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
	:	(In Equity) - No. 15297
ALBERT P. WEBER AND ELSA J. WEBER, HIS WIFE	:	
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated July 21st, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1409 folio 370 from said Albert P. Weber and Elsa J. Weber, 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 18th day of December, 1962 at 3.30 P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 43 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1962 DEC 21 AM 9:32

10

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

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Sixteen Thousand ($16,00.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 18th 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

ORDER NISI

BOOK 145 PAGE 201

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

ALBERT P. WEBER AND ELSA J. WEBER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,297 Equity

Ordered, this 21st 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 28th 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 28th day of January next.

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

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

WALTER S. CALWELL, Atty. FOR: MARYLAND GAZETTE Dec. 27th Edition

(Final Order)

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

ALBERT P. WEBER AND ELSA J. WEBER, HIS WIFE

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 1:46

12

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Bui[illegible]
Baltimore 2, Md.

Attorney's Sale

Of Valuable

Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from Albert P. Weber and Elsa J. Weber, his wife to Baltimore Federal Savings and Loan Association, dated July 21st, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1409 folio 370 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., Dec. 18, 1962
at 3:30 P.M.

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

Being known and designated as Lot No. 43 as shown on the Plat entitled "Second Revision Sharonville" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 31; the improvements thereon are known as No. 311 Sharon Drive

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

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

The imrpovements consist of a split level type dwelling, containing 7 rooms 2½ baths, forced warm air gas fired heat, also car port.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer D-13

No 13

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 145 PAGE 202

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 13, 1962

We hereby certify, that the annexed

Attorney's Sale

Albert P. Weber

15,297 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 18th day of December, 1962. The first insertion being made the 19th day of November, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

FILED
1962 DEC 28 AM 11:32
1962

BOOK 145 PAGE 203

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 5, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,297

Albert P. Weber

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of January, 1963. The first insertion being made the 27th day of December, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,297 Equity
WALTER S. CALWELL
Attorney Named in Mortgage
VERSUS
ALBERT P. WEBER and
ELSA J. WEBER, his wife

Ordered, this 21st 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 28th 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 28th day of January next.

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

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

J-17

No. M. C.

FILED
1963 FEB -5 PM 2:20

14

BOOK 145 PAGE 204

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

ALBERT P. WEBER and ELSA J. WEBER, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,297 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 AM 8:59

All of which is respectfully submitted.

Auditor.

February 20, 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

15

16

BOOK 145 PAGE 205

Dr. Mortgaged Real Estate of Albert P. Weber & Elsa J. Weber, his wife

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

					Cr.	
By	Amount of Sale as per Attorney's Report of Sale filed	16,000	00			
By	Interest, 6%, on deferred payment $15,500.00 from 12/18/62 to 2/7/63	133	33			
By	Adjustment, 1962 taxes from 12/18/62 to 12/31/62	7	02			
				16,140	35	
To	Attorney, for fee, viz.	150	00			
To	Attorney for commission, viz.	510	00			
				660	00	
To	Attorney, for court costs, viz.					
	Plaintiff's Solicitor, appearance fee	10	00			
	Clerk, court costs	31	50			
	Auditor, this account	22	50			
				64	00	
To	Attorney, for disbursements, viz.					
	Capital-Gazette Press, Inc. Advertisement & Nisi - Sale	78	00			
	New Amsterdam Casualty Co.-bond	63	60			
	E. T. Newell & Co., Inc.-Auctioneer's fee	35	00			
				176	60	
To	Baltimore Federal Savings & Loan Association, Mortgagee, on account of Mortgage claim			15,239	75	
				16,140	35	

Balance due on Mortgage, as per claim filed	15,849	47	
Interest, 5 1/4%, on principal balance $15,519.80 from 10/26/62 to 3/8/63	294	23	
	16,143	70	
Credit amount allowed above	15,239	75	
This amount subject to decree in personam	903	95	

PAULINE FLETCHER WEEDEN, Lynchburg, Virginia	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
CHARLES W. FLETCHER, Baltimore, Maryland	:	ANNE ARUNDEL COUNTY
Defendant	:	EQUITY NO. 15620

: : : : : : : : : : :

BOOK 145 PAGE 207

BILL OF COMPLAINT FOR DECLARATORY DECREE

The Plaintiff, Pauline Fletcher Weeden, by Thomas E. Chance, her attorney, respectfully represents:

1. That Pauline Fletcher Weeden acquired title to certain property by virtue of a deed dated May 28, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 523, folio 369. A photostatic copy of said deed being attached hereto as "Plaintiff's exhibit No. 1".

2. That by deed dated June 18, 1949, and recorded among the Land Records aforesaid in Liber J. H. H. No. 526, folio 251, Pauline Fletcher Weeden acquired the same property as she had previously acquired under the deed dated May 28, 1949, and recorded among the Land Records in Liber J. H. H. No. 523, folio 369. A copy of the deed recorded in Liber J. H. H. No. 526, folio 251 is attached hereto as "Plaintiff's exhibit No. 2".

3. That the language set forth in the aforesaid conveyance recorded in Liber J. H. H. No. 523, folio 369 and in Liber J. H. H. No. 526, folio 251 did convey by the granting clause in each of said deeds fee simple title to the Grantee therein named but that in the habendum clause of each of said deeds the Grantor reserved or attempted to reserve unto himself a life estate in the property, set forth in each of said deeds with the power to dispose of the property during his lifetime.

4. That by deed dated August 30, 1956, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1059, folio 41, Pauline Fletcher Weeden and Henry P. Weeden, her husband, and William E. Fletcher conveyed part of the property in the aforesaid deeds to Louis M. Strauss, Trustee, and in said deed it was provided in the Being Clause of

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Liber G. T. C. No. 1059, folio 41 that the said William E. Fletcher was joining therein to convey his interest in said property and that he intended that the remaining property not conveyed in Liber G. T. C. No. 1059, folio 41, was to be the property of the Plaintiff herein. A copy of said deed recorded in Liber G. T. C. No. 1059, folio 41 is attached hereto as "Plaintiff's exhibit No. 3".

5. That it was obviously the intention of William E. Fletcher by virtue of said conveyances to establish and vest title to the three parcels of land thereafter conveyed by Louis M. Strauss, Trustee, to Charles W. Fletcher in a deed dated August 30, 1956, and recorded in Liber G. T. C. No. 1059, folio 44, the title to the three parcels of land described therein and previously described and referred to in Liber J. H. H. No. 526, folio 251 and J. H. H. No. 523, folio 369. A copy of said deed recorded among the Land Records in Liber G. T. C. No. 1059, folio 44 being attached hereto as "Plaintiff's exhibit No. 4".

6. That it was intended by the language in Liber G. T. C. No. 1059, folio 41, that Pauline Fletcher Weeden was to have absolute and fee simple title to the remaining three parcels of land described in the aforesaid conveyances referred to as Liber J. H. H. No. 523, folio 369 and Liber J. H. H. No. 526, folio 251 that were not conveyed to Charles W. Fletcher by G. T. C. No. 1059, folio 44.

7. That William E. Fletcher died on or about February 26, 1958.

8. That Pauline Fletcher Weeden and Charles W. Fletcher are his daughter and son respectively.

9. That because of the language in Liber J. H. H. No. 523, folio 369 and J. H. H. No. 526, folio 251 as well as the language in G. T. C. No. 1059, folio 41 a possible "cloud" has been created upon the title to said property, that the Plaintiff believes and asserts that she owns free and exclusive of the rights of any other parties in and to the same, and that she believes that she has been vested with title to said property since May 28, 1949, and that said title was confirmed as being vested in her by virtue of the language contained in Liber

G. T. C. No. 1059, folio 41.

Now, therefore, the Plaintiff respectfully request this Honorable Court:

a. To pass an Order and Decree declaring that Pauline Fletcher Weeden is the owner absolutely and in fee simple of the three parcels of land conveyed to her in Liber J. H. H. No. 523, folio 369, that remain after the conveyances of the three of the six parcels of land in said deed were conveyed by her and others to Louis M. Strauss, Trustee, by deed dated August 30, 1956, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1059, folio 41.

b. That the Court may appoint a trustee, if necessary, to convey and confirm the title to said property in the said Pauline Fletcher Weeden.

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

Thomas E. Chance

Thomas E. Chance,
Plaintiff's Attorney

BOOK 145 PAGE 209

This Deed, Made this 28th day of May, in the year one thousand nine hundred and forty nine (1949) by and between William E. Fletcher

of Anne Arundel County - - - - - - - in the State of Maryland, of the first part, and Pauline Fletcher Weeden,

of the second part.

Witnesseth, that in consideration of the sum of love and affection

the said William E. Fletcher has bargained and sold and by these presents

does grant and convey unto the said Pauline Fletcher Weeden

her - - - - heirs and assigns, in fee simple, all those six (6) separate pieces or parcels of - of ground, situate, lying and being in the Second Election District of Anne Arundel County and the City of Annapolis, Maryland - - - - - - - - - - - -, aforesaid, and described as follows, that is to say:—

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~~Beginning for the~~

No. 1. Lots 2,3 and 6 mentioned in conveyance from James W. Owens, Trustee, to Eliza D. Fletcher, deceased, by his deed dated December 22, 1897, recorded in Liber G. W. No. 8, folio 336, etc, and devised to this grantor, William E. Fletcher by the last will of the said Eliza D. Fletcher, probated in and recorded among the will records of said Anne Arundel County in Will Record R. G. P. No. 1, folio 189.

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PLAINTIFFS EXHIBIT NO. 1

No. 2. Lot No. 54 Clay Street, Annapolis, conveyed by this grantor to the said Eliza D. Fletcher, by his deed January 11, 1909, recorded in G. W. No. 64, folio362, and devised back to this grantor by the said will of the said Eliza D. Fletcher, probated and recorded as aforeshown.

No. 3. Property in Camp Parole, Maryland, known as The Lindens, conveyed t this grantor and the said Eliza D. Fletcher, as tenants by the entireties, by James M. Munroe, Attorney, by his deed of December 1, 1910, recorded in Liber G. W. No. 77, folio 471, etc.

No. 4. Lot No. 56 Clay Street, in the City of Annapolis, conveyed to this grantor by A. T. Brady and Robert Moss, Trustees, by deed of January 5, 1909, recorded in Liber G. W. No. 66, folio 146, etc.

No. 5. Property known as No. 38 Lafayette Avenue, formerly Second Street, Annapolis, conveyed to this grantor by James D. Murray and wife, by deed June 11 1892, recorded in Liber S. H. No. 41, folio 301.

No. 6. Property known as No. 4 Morris Street, Annapolis, conveyed to this grantor by James D. Murray and wife, by deed dated the 4th day of November, 1904 and recorde. in Liber G. W. No. 39, folio 147.

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Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lots of ground - - - - and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Pauline Fletcher Weeden

her - heirs and assigns, in fee simple. Each of the said conveyances herein being subject, nevertheless, to a life estate therein of this grantor; and subject, further, to the right or privilege of this grantor, in his sole discretion, to convey away in fee simple any or all of said properties, to any party or parties during his lifetime, and without the consent of this grantee or her heirs or assigns.

And the said party of the first part hereby covenants that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant specially the property granted and that he will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantor.

TEST:

William J. Boehm

William E. Fletcher (SEAL)

William E. Fletcher.

(SEAL)

FEE-SIMPLE DEED—CODE—City or County—40 LIBER 523 PAGE 369 LIBER 526 PAGE 251

BOOK 145 PAGE 213

Corrected

This Deed, Made this ~~29th~~ 18th day of ~~May~~, June, in the year one thousand nine hundred and forty nine (1949) by and between William E. Fletcher

of Anne Arundel County - - - - - - - in the State of Maryland, of the first part, and Pauline Fletcher Weeden,

of the second part.

Witnesseth, that in consideration of the sum of love and affection

the said William E. Fletcher has bargained and sold and by these presents

does grant and convey unto the said Pauline Fletcher Weeden

her - - - - heirs and assigns, in fee simple, all those six (6) separate pieces or parcels of - of ground, situate, lying and being in the Second Election District of Anne Arundel County and the City of Annapolis, Maryland - - - - - - - - - - - -, aforesaid, and described as follows, that is to say:—

~~Beginning for the~~

No. 1. Lots 2,3 and 7 mentioned in conveyance from James W. Owens, Trustee, to Eliza D. Fletcher, deceased, by his deed dated December 22, 1897, recorded in Liber G. W. No. 8, folio 336, etc, and devised to this grantor, William E. Fletcher by the last will of the said Eliza D. Fletcher, probated in and recorded among the will records of said Anne Arundel County in Will Record R. G. P. No. 1, folio 189.

PLAINTIFFS EXHIBIT NO. 2

No. 2, Lot No. 54 Clay Street, Annapolis, conveyed by this grantor to the said Eliza D. Fletcher, by his deed January 11, 1909, recorded in G. W. No. 64, folio362, and devised back to this grantor by the said will of the said Eliza D. Fletcher, probated and recorded as aforeshown.

No. 3, Property in Camp Parole, Maryland, known as The Lindens, conveyed to this grantor and the said Eliza D. Fletcher, as tenants by the entireties, by James M. Munroe, Attorney, by his deed of December 1, 1910, recorded in Liber G. W. No. 77, folio 471, etc.

No. 4. Lot No. 56 Clay Street, in the City of Annapolis, conveyed to this grantor by A. T. Brady and Robert Moss, Trustees, by deed of January 5, 1909, recorded in Liber G. W. No. 66, folio 146, etc.

No. 5. Property known as No. 38 Lafayette Avenue, formerly Second Street, Annapolis, conveyed to this grantor by James D. Murray and wife, by deed June 11 1892, recorded in Liber S. H. No. 41, folio 301.

No. 6. Property known as No. 4 Morris Street, Annapolis, conveyed to this grantor by James D. Murray and wife, by deed dated the 4th day of November, 1904 and recorded in Liber G. W. No. 39, folio 147.

This deed is executed and recorded in order to correct an error in the description of the three lots in parcel "No. 1", so as to read as so corrected, Lots 2-3 and 7, instead of Lot 2-3 and 6; the said Lot "6" having been theretofore conveyed away to Carrie E. Snowden, by deed recorded among the Anne Arundel Land Records in Liber W. M. B. No. 19, at page 271.

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Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lots of ground - - - - and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Pauline Fletcher Weeden

her - heirs and assigns, in fee simple. Each of the said conveyances herein being subject, nevertheless, to a life estate therein of this grantor; and subject, further, to the right or privilege of this grantor, in his sole discretion, to convey away in fee simple any or all of said properties, to any party or parties during his lifetime, and without the consent of this grantee or her heirs or assigns.

And the said party of the first part hereby covenants that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant specially the property granted and that he will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantor.

TEST:

William J. Boehm

William E. Fletcher (SEAL)

William E. Fletcher (SEAL)

William E. Fletcher.

Test:

John S. Strahorn.

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LIBER 523 PAGE 372 LIBER 526 PAGE 254

BOOK 145 PAGE 216

STATE OF MARYLAND, Anne Arundel County, , to wit:

I HEREBY CERTIFY, That on this ~~[illegible]~~ 18th day of May June, in the year one thousand nine hundred and forty nine (1949), before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared William E. Fletcher,

the above named grantor, and he acknowledged the foregoing corrected Deed to be his act.

As Witness my hand and Notarial Seal.

WILLIAM J. BOEHM NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

William J. Boehm, Notary Public.

Recorded- 28th May, 1949, at 10:30 A.M.

A. Lorraine Ericson

A. Lorraine Ericson Notary Public

Re-recorded- 18th June, 1949, at 10:30 A.M.

A. LORRAINE ERICSON NOTARY PUBLIC ANNE ARUNDEL COUNTY MARYLAND

Corrected

DEED

FROM William E. Fletcher,

TO Pauline Fletcher Weeden.

BLOCK NO.

Received for Record May 28 1949 at 10-30 o'clock A.M. Same day recorded in Liber 1449 No. 523 Folio 369 &c., one of the Land Records of Baltimore A.C.Co., and examined per John H. Hopkins 3rd, Clerk.

Cost of Record, $

John S. Strahorn, Lawyer, Annapolis, Maryland.

The Daily Record Company, Baltimore, Md.

Recd 2.75

I hereby certify that the property named in this deed has been transferred as provided by act 1920.

R. Harry Arnold, Clerk

Received for Record 18 day of June 1949 at 10 o'clock A.M. and the same day recorded in Liber [illegible] Land [illegible]

John H. Hopkins 3rd, [illegible]

Recd 2.75

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No Stamps Required.

LIBER 1059 PAGE 41 BOOK 145 PAGE 217

THIS DEED, made this 30th day of August, 1956, by and between Pauline Fletcher Weeden and Henry P. Weeden, her husband, Parties of the First Part, William E. Fletcher, widower, Party of the Second Part, and Louis M. Strauss, Trustee, Party of the Third Part.

WITNESSETH: That in consideration of the trust hereinafter stated, and for the sum of Ten Dollars ($10.00), and other valuable considerations paid by the Grantee to the Grantors, receipt of which is hereby acknowledged, Pauline Fletcher Weeden and Henry P. Weeden, her husband, and William E. Fletcher, widower, have bargained and sold and do hereby grant and convey unto Louis M. Strauss, his heirs, successors and assigns, in fee simple, for the purpose of hereafter conveying the herein described property to and unto Charles W. Fletcher, for and during the term of his natural life with full and absolute power to mortgage, sell and lease, grant and assign and convey and transfer the entire estate and interest in the realty hereafter described (except by Last Will and Testament), including a life estate and remainderman hereinafter mentioned, without the consent and joinder of the remainderman, namely Pauline Fletcher Weeden,

ALL those parcels of ground lying and being in the City of Annapolis, Sixth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

PARCEL NO. 1 - Being all that property known and designated as No. 38 Lafayette Avenue (formerly Second Street), Annapolis, Maryland, as described in a deed dated June 11, 1892, and recorded among the Land Records of Anne Arundel County in Liber S.H. 41, Folio 301, and described as Parcel No. 5 in a deed from William E. Fletcher to Pauline Fletcher Weeden dated June 18, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 526, Folio 251.

PARCEL NO. 2 - Being all that lot of ground and improvements thereon known as No. 54 Clay Street, Annapolis, Maryland, and described in a deed dated January 1, 1909, and recorded among the Land Records of Anne Arundel County in Liber G.W. 4, Folio 362, and being described as Parcel No. 2 in the aforementioned 1949 deed from William E. Fletcher to Pauline Fletcher Weeden.

DEED PREPARED WITHOUT TITLE EXAMINATION LOUIS M. STRAUSS, ATTY.

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PLAINTIFFS EXHIBIT NO. 3

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PARCEL NO. 3 - Being all those lots of ground and improvements thereon known as Lots Nos. 2, 3 and 7 as described in a conveyance from James W. Owens, Trustee, dated December 22, 1897, and recorded among the Land Records of Anne Arundel County in Liber No. G.W. 8, Folio 336, and described and mentioned in Parcel No. 1 in the aforesaid 1940 deed from William E. Fletcher to Pauline Fletcher Weeden.

BEING part of the properties mentioned and described in a corrected deed dated June 18, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 526, Folio 251, from William E. Fletcher to Pauline Fletcher Weeden, the said William E. Fletcher joining herein to convey his interest as therein acquired, and intending that the remaining properties not hereby conveyed to be the property of Pauline Fletcher Weeden.

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

TO HAVE AND TO HOLD the said property unto Louis M. Strauss, Trustee, his heirs, successors and assigns, for the purpose set forth as aforesaid.

And the said Parties of the First Part and Second Part hereby covenant that they will Warrant Specially the title to the property hereby conveyed, and that they will execute such other and further assurances of the same as may be requisite.

WITNESS the hands and seals of the said Grantors.

WITNESS:

Pauline Fletcher Weeden (SEAL)
Pauline Fletcher Weeden

Benjamin H Scott AS TO Both

Henry P. Weeden (SEAL)
Henry P. Weeden

Mildred F. Dean

William E. Fletcher (SEAL)
William E. Fletcher

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 30th day of August, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County

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LIBER 1059 PAGE 43 BOOK 145 PAGE 219

aforesaid, personally appeared [redacted], [redacted], and William E. Fletcher, widower, and they each acknowledged the aforegoing deed to be their act.

WITNESS my hand and Notarial Seal.

Mildred F. Bean
Mildred F. Bean - Notary Public

STATE OF VIRGINIA, COUNTY OF CAMPBELL, to wit: City Lynchburg

I hereby certify that on this 27 day of August, 1956, before me, the subscriber, a Notary Public of the State of Virginia, in and for the City County aforesaid, personally appeared Pauline Fletcher Weeden and Henry P. Fletcher, her husband, and they each acknowledged the aforegoing deed to be their act.

Witness my hand and Notarial Seal.

Benjamin H. Scott
Benjamin H. Scott - Notary Public

My commission expires Mar 31, 1959

Rec'd for record Sept 5, 1956 at 10:21 A.
Mailed to Louis M. Strauss

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No Stamps Required.

LIBER 1059 PAGE 44 BOOK 145 PAGE 220

THIS DEED, made this 30th day of August, 1956, by and between Louis M. Strauss, Trustee, Party of the First Part, and Charles W. Fletcher, Party of the Second Part and Pauline Fletcher Weeden, Party of the Third Part,

WITNESSETH: That for and in consideration of the premises, and of the sum of Ten Dollars ($10.00), and other good and valuable considerations, the receipt whereof in full is hereby acknowledged, the said Party of the First Part (in execution of his powers granted by a deed of even date herewith from Pauline Fletcher Weeden and Henry P. Weeden, her husband, and William E. Fletcher, widower, intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto) does hereby grant and convey unto the said Charles W. Fletcher, Party of the Second Part, for and during the period of his natural life and subject to the limitations and conditions and with the benefit of the powers as hereinafter set forth and after the death of said Party of the Second Part and upon the failure of the Party of the Second Part to exercise the powers as hereinafter set forth, then unto the said Party of the Third Part, Pauline Fletcher Weeden, her heirs and assigns, in fee simple,

ALL those parcels of ground lying and being in the City of Annapolis, Sixth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

PARCEL NO. 1 - Being all that property known and designated as No. 38 Lafayette Avenue (formerly Second Street), Annapolis, Maryland, as described in a deed dated June 11, 1892, and recorded among the Land Records of Anne Arundel County in Liber S.H. 41, Folio 301, and described as Parcel No. 5 in a deed from William E. Fletcher to Pauline Fletcher Weeden dated June 18, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 526, Folio 251.

PARCEL NO. 2 - Being all that lot of ground and improvements thereon known as No. 54 Clay Street, Annapolis, Maryland, and described in a deed dated January 11, 1909, and recorded among the Land Records of Anne Arundel County in Liber G.W. 64, Folio 362, and being described as Parcel No. 2 in the aforementioned 1949 deed from William E. Fletcher to Pauline Fletcher Weeden.

PARCEL NO. 3 - Being all those lots of ground and improvements thereon known as Lots Nos. 2, 3 and 7 as described in a conveyance from James M. Gunns,

DEED PREPARED WITHOUT TITLE EXAMINATION LOUIS M. STRAUSS, ATTY.

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PLAINTIFFS EXHIBIT NO. 8

Trustee, dated December 22, 1897, and recorded among the Land Records of Anne Arundel County in Liber No. G.W. 8, Folio 336, and described and mentioned in Parcel No. 1 in the aforesaid 1949 deed from William E. Fletcher to Pauline Fletcher Weeden.

BEING the same property conveyed to Louis M. Strauss, Trustee, from Pauline Fletcher Weeden and Henry P. Weeden, her husband, and William E. Fletcher, widower, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Charles W. Fletcher, Party of the Second Part, for and during the period of his natural life with full power unto him, the said Party of the Second Part, without the consent of any person or persons whatsoever, to sell, mortgage, lease or otherwise dispose of or encumber (except by Last Will and Testament) the fee simple estate in and to the property hereinbefore described or any part thereof, and to apply the proceeds of any such sale, mortgage, lease or disposal to his use, and the purchaser or purchasers, lessee or lessees, mortgagee or mortgagees hereby being relieved from seeing to the application of the purchase money, it being the intention that the powers aforesaid, when exercised shall operate not only upon the life estate hereby granted unto the said Party of the Second Part, but also upon the remainderman as hereinafter set forth to the end and intent that the grantee or grantees, lessee or lessees, mortgagee or mortgagees under the instrument or instruments executed in the exercise of the powers herein granted unto the said Party of the Second Part shall obtain the whole or entire fee simple estate free of all and any right, title or interest of any of the Parties to these presents or those claiming by, through or under them, and immediately upon the death of the said Party of the Second Part without having exercised any of the powers herein set forth, then as to all that property hereinbefore described or so much thereof as may be

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remaining and undisposed of in the exercise of the powers aforesaid, then unto and to the use of the said Pauline Fletcher Weeden, Party of the Third Part, her heirs and assigns, in fee simple, forever, RESERVING, however, unto William E. Fletcher, in his sole discretion, to convey away in fee simple any or all of said properties, to any party or parties during his lifetime, and without the consent of the Grantees or their heirs or assigns.

WITNESS the hand and seal of the said Party of the First Part.

WITNESS:

Mildred F. Bean — Louis M. Strauss, Trustee (SEAL)

Mildred F. Bean

Louis M. Strauss, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 30th day of August, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis M. Strauss, and he acknowledged the aforegoing deed to be his act and deed as Trustee.

WITNESS my hand and Notarial Seal.

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Mildred F. Bean

Mildred F. Bean - Notary Public

Rec'd for record Sept. 5, 1956 at 10:21 A.M.

Mailed to Louis M. Strauss

BOOK 145 PAGE 223

PAULINE FLETCHER WEEDEN, Plaintiff : IN THE

: CIRCUIT COURT

vs.

: FOR

CHARLES W. FLETCHER, Defendant : ANNE ARUNDEL COUNTY

: EQUITY NO. 15,520

: : : : : : : : : :

ANSWER TO BILL OF COMPLAINT FOR DECLARATORY DECREE

The Defendant, Charles W. Fletcher, by Louis M. Strauss, his attorney, in Answer to Bill of Complaint for Declaratory Decree filed against him, respectfully states:

1. That he admits the allegations contained in paragraphs one, two, three and four of said Bill.

2. In Answer to paragraph five of said Bill of Complaint the Defendant admits that he acquired title to the three lots of ground mentioned in Liber G. T. C. No. 1059, folio 44, which lots and parcels of ground were previously described and referred to in Liber J. H. H. No. 526, folio 251 and J. H. H. No. 523, folio 369.

3. In Answer to paragraph six of said Bill of Complaint the Defendant neither admits nor denies the allegation and opinion expressed in said paragraph but states that said interpretation is a matter for this Court having jurisdiction over the same to determine.

4. In Answer to paragraph seven of said Bill, the Defendant admits that William E. Fletcher died on or about February 26, 1958.

5. In Answer to paragraph eight of said Bill of Complaint, the Defendant admits that he and his sister, Pauline Fletcher Weeden are the son and daughter of William E. Fletcher (now deceased), and that they are the only children of William E. Fletcher, who died a widower and unmarried.

6. In Answer to paragraph nine of said Bill, the Defendant neither admits nor denies the allegations contained in said paragraph nine but once again states that this is a matter of interpretation to be decided by this Court.

Respectfully submitted,

Louis M. Strauss, Attorney for Defendant.

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I hereby acknowledge receipt of a copy of this ANSWER.
Plaintiff's Attorney

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PAULINE FLETCHER WEEDEN, Plaintiff	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
CHARLES W. FLETCHER, Defendant	:	ANNE ARUNDEL COUNTY
	:	
	:	EQUITY NO. 15,520

: : : : : : : : : : :

BOOK 145 PAGE 224

STIPULATION OF FACTS

The Plaintiff and Defendant, by their attorneys, hereby stipulate that the following are the facts pertinent to the matter involved, and that they rest their contention upon the same and consent to the passage of an immediate Decree, by the Court, upon the same, hereby waiving any right of appeal or rule of Court as to any element of time concerning pleadings in cases of this kind.

It is hereby agreed that the property described in J. H. H. No. 523, folio 369, and the property described in J. H. H. No. 526, folio 251 is the same property. That there were six parcels of ground described in J. H. H. No. 523, folio 369 and J. H. H. No. 526, folio 251 and that three of the six parcels of ground were conveyed by Pauline Fletcher Weeden and Henry P. Weeden, her husband, and William E. Fletcher to Louis M. Strauss, Trustee, by deed dated August 30, 1956, and recorded among the Land Records in Liber G. T. C. No. 1059, folio 41, which the said Louis M. Strauss, Trustee, immediately conveyed to Charles W. Fletcher for life, with full powers and upon his death unto Pauline F. Weeden, by deed dated August 30, 1956, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1059, folio 44.

It is further agreed that by virtue of the language in the Granting Clause in J. H. H. No. 523, folio 369, that Pauline Fletcher Weeden acquired an absolute fee simple title to the property described therein on May 28, 1949, and

It is further agreed that by virtue of the conveyance in J. H. H. No. 526, folio 251 and the Granting Clause therein that Pauline Fletcher Weeden

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acquired a fee simple title to the same property therein described.

It is further agreed that the language in Liber G. T. C. No. 1059, folio 41 as set forth in the Being Clause of said deed attempted to clear up any question of title that William E. Fletcher might possibly have because of the language set forth in Liber J. H. H. No. 523, folio 369 and J. H. H. No. 526, folio 251.

It is further agreed that Pauline Fletcher Weeden and Charles W. Fletcher are the only children of William E. Fletcher who died on or about February 26, 1958, a widower and unmarried.

It is further agreed that if the Court shall find that the language in Liber G. T. C. No. 1059, folio 41, expresses a clear intention on the part of William E. Fletcher to relinguish any interest he might or could have possibly had by virtue of the language expressed in the habendum clause of J. H. H. No. 523, folio 369 and J. H. H. No. 526, folio 251, then such language would be confirmatory in nature and would vest Pauline Fletcher Weeden with absolute fee simple title to the three parcels of ground not conveyed by her and others in Liber G. T. C. No. 1059, folio 41 but remaining after said conveyance was made in her as of May 28, 1949.

Louis M. Strauss

Thomas E. Chance

BOOK 145 PAGE 225

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PAULINE FLETCHER WEEDEN, Lynchburg, Virginia	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
CHARLES W. FLETCHER, Baltimore, Maryland	:	ANNE ARUNDEL COUNTY
Defendant	:	EQUITY NO. 15,520

: : : : : : :

BOOK 145 PAGE 226

DECREE

The Court, having carefully considered the Bill of Complaint for Declaratory Decree, Answer and Stipulation of Facts pertaining to the deeds under and by virtue of which Pauline Fletcher Weeden became vested with title to certain six parcels of property therein, saving and excepting the three parcels of ground conveyed by her and others to Louis M. Strauss in Liber G. T. C. No. 1059, folio 41, does hereby this 1st day of April, 1963, Adjudge, Order and Decree that she, the said Pauline Fletcher Weeden, is vested with absolute fee simple title to the three parcels of land acquired by her under and by virtue of this conveyance dated May 28, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 523, folio 369, being the three parcels of the six parcels of land acquired by her and still remaining after the aforesaid conveyance in Liber G. T. C. No. 1059, folio 41.

O. Bowie Duckett
Judge

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BOOK 145 PAGE 227

HARRY T. OWENS and
LAURA V. OWENS, his wife
Severn, Anne Arundel County,
Maryland

Complainants

vs

NO. 15,186 EQUITY

CREDIT BANKERS, INC. OF MARYLAND
a former body corporate of the
State of Delaware
1108 Sixteenth Street, Northwest
Washington, District of Columbia

IN

J. D. KYNASTON, JR., also known
as J. H. KYNASTON, JR.
1475 Columbia Road
Washington, District of Columbia

THE CIRCUIT COURT

J. D. KYNASTON, also known as
J. H. KYNASTON
Address Unknown

FOR

M. R. KYNASTON
3620 38th, Northwest
Washington, District of Columbia

ANNE ARUNDEL COUNTY

Individually and as the last known
officers, directors, and stockholders
of CREDIT BANKERS, INC. OF MARYLAND,
a former body corporate of the State
of Delaware, and their unknown heirs,
devisees, and personal representatives,
if any of them are deceased.

And the unknown last officers, directors,
and stockholders of CREDIT BANKERS, INC.
OF MARYLAND, a former body corporate of
the State of Delaware, and the unknown
heirs, devisees, and personal or legal
representatives of said unknown stock-
holders, if any of said stockholders are
deceased, whether residents or non-residents
of Maryland

ELMHURST PARK REALTY COMPANY, INC.
a former body corporate of the State of
Delaware
1319 F street, Northwest
Washington, District of Columbia

and
343 Saint Paul Place
Baltimore, Maryland
Serve Upon: Edward L. Smith
Last Resident Agent
24 South Eutaw Street
Baltimore, Maryland

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Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

THOMAS J. MEHLMAN
Washington, District of Columbia

WILLIAM H. RUPP
Washington, District of Columbia

THOMAS HUGHES
Baltimore, Maryland

Individually and as the last known officers, directors, and stockholders of ELMHURST PARK REALTY COMPANY, INC., a former body corporate of the State of Delaware, and their unknown heirs, devisees, and personal representatives, if any of them are deceased.

And the unknown last officers, directors, and stockholders of ELMHURST PARK REALTY COMPANY, INC., a former body corporate of the State of Delaware, and the unknown heirs, devisees, and personal or legal representatives of said unknown stockholders, if any of said stockholders are deceased, whether residents or non-residents of Maryland

GABRIEL F. SCHUCKER and
CARRIE B. SCHUCKER, his wife,
1101 North Bentalou Street
Baltimore, Maryland

And the unknown heirs, devisees, and personal or legal representatives of the survivor of them, if either or both of them are deceased, whether residents or non-residents of Maryland

Respondents

BOOK 145 PAGE 228

BILL OF COMPLAINT TO QUIET TITLE AND FOR PERMANENT MANDATORY INJUNCTION TO RESTRAIN RESPONDENTS FROM ASSERTING ANY CLAIM OF TITLE AND INTEREST IN CERTAIN REAL ESTATE IN ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Harry T. Owens and Laura V. Owens, his wife, the complainants, by Marvin H. Anderson and Anderson & Anderson, their solicitors, humbly complaining unto Your Honors, respectfully shows:

1. That they are now residents of and are now domiciled in the State of Maryland, in Anne Arundel County.

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2. That the respondent, Credit Bankers, Inc., of Maryland, was at one time a body corporate incorporated in the State of Delaware, but that the charter of said former body corporate was forfeited by the State of Delaware on April 1, 1934, at which time the last known address of said former body corporate was 1108 Sixteenth Street, Northwest, Washington, District of Columbia; that the last known officers, directors, and stockholders of said former body corporate were: (a) J. D. Kynaston, Jr., also known as J. H. Kynaston, Jr., President, whose last known address was 1475 Columbia Road, Washington, District of Columbia; (b) J. D. Kynaston, also known as J. H. Kynaston, Vice-President, whose address and place of residence is unknown to your Orators; and (c) M. R. Kynaston, Secretary-Treasurer, whose last known address was 3620 38th, Northwest, Washington, District of Columbia; that it is unknown to your Orators whether any or all of said respondents are now living or are now deceased, or, if living, whether they are now residents or non-residents of the State of Maryland; or, if they are now deceased, when or where they died, whether they died testate or intestate, or who were or are their heirs, devisees, or personal representatives, or whether letters of administration were granted on their respective estates elsewhere, none having been granted in Anne Arundel County; that according to the records of the State Department of Assessments and Taxation of Maryland, the said former body corporate never designated a Resident Agent, as required by the laws of the State of Maryland, and never qualified to do business in the State of Maryland; and that although your Orators have made a careful and diligent search to ascertain the names and present addresses, whereabouts and places of residence of the last officers, directors, and stockholders of said former body corporate, they have not been

able to ascertain the same except as hereinbefore recited.

3. That the respondent, Elmhurst Park Realty Company, Inc., was at one time a body corporate incorporated in the State of Delaware, but that the charter of said former body corporate was forfeited by the State of Delaware on April 1, 1929, at which time the last known address of said former body corporate was 1319 F Street, Northwest, Washington, District of Columbia, and 343 Saint Paul Place, Baltimore, Maryland; that the said former body corporate was qualified to do business in the State of Maryland from April 25, 1927 until March 21, 1929, during which time Edward L. Smith, whose last known address was 24 South Eutaw Street, Baltimore, Maryland, was designated and had qualified as the Resident Agent of said former body corporate; that the last known officers, directors, and stockholders of said former body corporate were: (a) Thomas J. Mehlman, President, whose last known address was Washington, District of Columbia; (b) Thomas Hughes, Vice-President, whose last known address was Baltimore, Maryland; and (c) William H. Rupp, Secretary, whose last known address was Washington, District of Columbia; that it is unknown to your Orators whether any or all of said respondents are now living or deceased, or, if they are living, whether they are now residents or non-residents of the State of Maryland, or, if they are now deceased, when or where they died, whether they died testate or intestate, or who were or are their heirs, devisees, or personal representatives, or whether letters of administration were granted on their respective estates elsewhere, none having been granted in Anne Arundel County; and that although your Orators have made a careful and diligent search to ascertain the names and present addresses, whereabouts, and places of residence of the last officers, directors, and stockholders of said former body corporate they have not been able to ascertain

the same except as hereinbefore recited.

4. That the last known address, place of residence, and whereabouts of the respondents, Gabriel F. Schucker and Carrie B. Schucker, his wife, was 1101 North Bentalou Street, Baltimore, Maryland; that it is unknown to your Orators whether either or both of said respondents are now living or deceased, or, if they are living, whether they are now residents or non-residents of the State of Maryland, or if both of them are now deceased, when or where they died, whether the survivor of them died testate or intestate, or who were or are the heirs, devisees, or personal representatives of such survivor; or whether letters of administration were granted upon the estate of such survivor elsewhere, none having been granted in Anne Arundel County; and that although your Orators have made a careful and diligent search to ascertain the present addresses, places of residence, and whereabouts of said two respondents, they have not been able to ascertain the same except as hereinbefore recited.

5. That by deed dated November 18, 1931, from Elizabeth C. Gibson, recorded among the land records of Anne Arundel County in Liber F.S.R. No. 94, folio 43, and by deed dated November 29, 1932, from Henry R. Gibson and recorded among the aforesaid land records in Liber F.S.R. No. 107, folio 58, the said respondent, Credit Bankers, Inc. of Maryland acquired the fee-simple title to certain lots, included among which were Lots numbered 18, 19, 20, and 21, Block CC, as shown on the plat of Elmhurst which was then recorded among the plat records of Anne Arundel County in Plat Book Liber W.N.W. No. 3, folio 45, later in Plat Cabinet No. 1, Rod L, plat 15, and now in Plat Book No. 25, page 34; that the said respondent,

Credit Bankers, Inc., of Maryland, has never by deed of record recorded among the land records of Anne Arundel County prior hereto conveyed or purported to convey the title to the aforementioned four lots to any person or party, although said lots were sold at tax sale along with numerous other lots by C. Albert Hodges, then Treasurer of Anne Arundel County on October 15, 1935, to the County Commissioners of Anne Arundel County; that after the said tax sale was made, the said C. Albert Hodges, Treasurer as aforesaid, duly reported said sale to the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 3913, and the said sale was in due course finally ratified and confirmed by this Honorable Court; that your Orators entered upon and took possession of the aforementioned four lots on April 15, 1933 , and that since that date, the said complainants have held actual, open, notorious, continuous, visible, hostile, and adverse possession of the same without interruption for a period of time exceeding in length more than twenty years up to the time of the filing of this bill of complaint; that during all of this said period of time, your Orators have farmed, plowed, planted and harvested crops, trod upon, and rode motor vehicles and farm machinery upon and over every part of the said four lots of ground in connection with the farming operations which they have continuously and without interruption engaged upon the entire tract of land called "Elmhurst", as shown on the aforementioned recorded plat of the same, the great majority of the lots, streets, roads, and avenues in which they either now own in fee-simple or formerly owned in fee-simple but conveyed the title thereto by deeds of record heretofore executed by them to the purchasers thereof; that the complainants have been paying all of the taxes which have been levied by the State of Maryland and by the County Commissioners of Anne Arundel County on an amount of acreage which includes all of

of the lots in Elmhurst for many years; and that by deed dated November 3, 1960, from C. Albert Hodges, Late County Treasurer of Anne Arundel County, and from the County Commissioners of Anne Arundel County, the tax sale title to all of said four lots of ground was conveyed in fee-simple unto your Orators, said deed having been recorded among the aforesaid land records in Liber G. T.C. No. 1437, folio 541.

6. That by deed dated November 20, 1925, from Howard M. Roberts and Jennie E. Roberts, his wife, recorded among the aforesaid land records in Liber W.M.B. No. 17, folio 483, the said respondent, Elmhurst Park Realty Company, Inc., acquired the fee-simple title to certain lots, included among which were lots numbered three (3) and four (4), both of Block lettered "J", Lots numbered three (3) and four (4), both of Block lettered "L", Lots numbered fifty-seven (57), fifty-eight (58), fifty-nine (59), and sixty (60), all in Block lettered "U", Lots numbered six (6) and seven (7), both in Block lettered "V", and Lots numbered one (1), two (2), three (3), four (4), five (5), six (6), and seven (7), all in Block lettered "BB", as shown on the plat of Elmhurst hereinbefore recited; that the said respondent, Elmhurst Park Realty Company, Inc. has never by deed of record recorded among the land records of Anne Arundel County prior hereto conveyed or purported to convey the title to any of the aforementioned seventeen (17) lots to any person or party, although said lots were sold at tax sale by C. Albert Hodges, then Treasurer of Anne Arundel County on November 14, 1933, to the County Commissioners of Anne Arundel County; that after the said tax sale was made, the said C. Albert Hodges, Treasurer as aforesaid, duly reported said sale to the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 2087,

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and the said sale was in due course finally ratified and confirmed by this Honorable Court; following which said C. Albert Hodges, late County Treasurer of Anne Arundel County, by deed dated October 26, 1938, and recorded among the aforesaid land records in Liber F. A.M. No. 191, folio 344, conveyed the said tax sale title to said lots unto said County Commissioners of Anne Arundel County, in fee simple; that your Orators entered upon and took possession of all of the aforementioned seventeen lots on April 15, 1933, and that since that date, the said complainants have held actual, open, notorious, continuous, visible, hostile, and adverse possession of the same without interruption for a period of time exceeding in length more than twenty years up to the time of the filing of this bill of complaint; that during all of said period of time, your Orators have farmed, plowed, planted, and harvested crops, trod upon, and rode motor vehicles, and farm machinery upon and over every part of the said seventeen lots of ground in connection with the farming operations which they have continuously and without interruption engaged upon the entire tract of land called "Elmhurst", as shown on the aforementioned recorded plat of the same, the great majority of the lots, streets, roads, and avenues in which they either now own in fee simple or formerly owned in fee simple but conveyed the title thereto by deeds of record heretofore executed by them to the purchasers thereof; that the complainants have been paying all of the taxes which have been levied by the State of Maryland and by the County Commissioners of Anne Arundel County on an amount of acreage which includes all of the lots in Elmhurst for many years; and that by Quit-claim Deed dated November 3, 1960, from the said County Commissioners of Anne Arundel County, the tax sale title to all of said seventeen lots of ground was conveyed in fee simple unto your Orators, said deed having been recorded among

the aforesaid land records in Liber G.T.C. No. 1437, folio 538.

7. That by deed dated June 4, 1929, from Howard M. Roberts and Jennie E. Roberts, his wife, recorded among the aforesaid land records in Liber F.S.R. No. 55, folio 425, the said respondents Gabriel F. Schucker and Carrie B. Schucker, his wife, as tenants by the entireties, acquired the fee-simple title to lots numbered seven (7) and eight (8), both in Block lettered "J", as shown on the plat of Elmhurst hereinbefore recited; that the said respondents, Gabriel F. Schucker and Carrie B. Schucker, his wife, have never by deed of record recorded among the land records of Anne Arundel County prior hereto conveyed or purported to convey the title to either of the aforementioned two lots to any person or party, although said lots were sold at tax sale by Joseph H. Pepper, then Treasurer of Anne Arundel County on October 11, 1937, to the County Commissioners of Anne Arundel County; that after the said tax sale was made; the said Joseph H. Pepper, Treasurer as aforesaid, duly reported said sale to the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 3701, and the said sale was in due course finally ratified and confirmed by this Honorable Court; that your Orators entered upon and took possession of both of the aforementioned two lots on April 15, 1933, and that since that date the said complainants have held actual, open, notorious, continuous, visible, hostile, and adverse possession of the same without interruption for a period of time exceeding in length more than twenty years up to the time of the filing of this bill of complaint; that during all of said period of time, your Orators have farmed, plowed, planted and harvested crops, trod upon, and rode motor vehicles and farm machinery upon and over every part of the said two lots of ground in connection with the farming operations which they have continuously and without interruption engaged upon the

entire tract of land called "Elmhurst" as shown on the aforementioned recorded plat of the same, the great majority of the lots, streets, roads, and avenues in which they either now own in fee-simple or formerly owned in fee-simple but conveyed the title thereto by deeds of record heretofore executed by them to the purchasers thereof; that the complainants have been paying all of the taxes which have been levied by the State of Maryland and by the County Commissioners of Anne Arundel County on an amount of acreage which includes all of the lots in Elmhurst for many years; and that by deed dated November 10, 1953, from Joseph H. Griscom, Sr., then County Treasurere of Anne Arundel County, and from the County Commissioners of Anne Arundel County, the tax sale title to both of said two lots and other property was conveyed in fee-simple unto your Orators, said deed having been recorded among the aforesaid land records in Liber J.H.H. No. 803, folio 121.

8. That no person or persons or parties other than the complainants have occupied any part of any of the aforementioned lots since April 15, 1933.

9. That since April 15, 1933, up to and including the present time, no person or persons or parties has or have made any claim against the complainants to any part of any of the aforementioned lots asserting any claim of title, rights or interest in any part of the aforementioned lots.

10. That there is no action at law or any proceeding in equity now pending to enforce or test the right of ownership of anyone claiming title in any part of the aforementioned lots as against the complainants.

11. That the complainants believe and therefore aver that by virtue of Statute 21 James I, Chapter 16 (1623), 2 Alexander, British Statutes 599, which is now part of the law of the State of Maryland and by reason of the adverse possession of said property under claim

of title and ownership from April 15, 1933, up to and including the present time (a period of more than twenty years) by themselves, they thereby have become by virtue of said statute and by operation of law, the absolute owners in fee-simple of all of the hereinbefore mentioned property.

12. That the complainants believe and therefore aver that the only persons who could claim any rights or interest in the aforementioned property which would be hostile to the interest of the complainants would be the former owners thereof, the respondents herein, or persons claiming by, from, or under any of them.

13. That it is unknown to the complainants whether any of the aforementioned respondents are now deceased and if so, when they died, whether they wer residents or non-residents of the State of Maryland at the time of their respective deaths, whether they died testate or intestate, and whether letters of administration have been granted upon their respective estates elsewhere, none having been granted in Anne Arundel County; and accordingly, this bill is brought against the said Credit Bankers, Inc. of Maryland, J. D. Kynaston, Jr., also known as J. H. Knyaston, Jr., J. D. Kynaston, also known as J. H. Kynaston, and M. R. Kynaston, Individually and as the last known officers, directors, and stockholders of Credit Bankers, Inc., of Maryland, a former body corporate of the State of Delaware, and their unknown heirs, devisees, and personal representatives, if any of them are deceased, and the unknown last officers,, directors, and stockholders of Credit Bankers, Inc. of Maryland, a former body corporate of the State of Delaware, and the unknown heirs, devisees, and personal or legal representatives of said unknown stockholders, if any of said stockholders are deceased, whether residents or non-residents of Maryland; Elmhurst Park

Realty Company, Inc., Thomas J. Mehlman, William H. Rupp, and Thomas Hughes, Individually and as the last known officers, directors, and stockholders of Elmhurst Park Realty Company, Inc., a former body corporate of the State of Delaware, and their unknown heirs, devisees, and personal representatives, if any of them are deceased, and the unknown last officers, directors, and stockholders of Elmhurst Park Realty Company, Inc., a former body corporate of the State of Delaware, and the unknown heirs, devisees, and personal or legal representatives of said unknown stockholders, if any of said stockholders are deceased, whether residents or non-residents of Maryland; and Gabriel F. Schucker and Carrie B. Schucker, his wife, and the unknown heirs, devisees, and personal or legal representatives of the survivor of them, if either or both of them are deceased, whether residents or non-residents of Maryland.

TO THE END THEREFORE:

(a). That a decree may be passed by this Honorable Court quieting complainants' fee-simple title to all of the hereinbefore mentioned property and declaring that the complainants have the absolute fee-simple ownership and right of disposition of the lands hereinbefore mentioned free and clear of the said respondents and of all persons claiming by, from, or under either of them, whether or not they are named herein as respondents, or by any other person or persons unknown to the complainants who has or may claim to have any interest in said property.

(b). That the respondents, and all persons claiming by, from, or under any of the respondents, as well as any other person or persons unknown to the complainants who has or may claim to have any interest in said property may be permanently and perpetually enjoined from asserting any claims of ownership to the property herein described and referred to.

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(c). And for such other and further relief as their cause may require.

And, as in duty bound, etc.

Marvin H. Anderson

Harry T. Owens

Laura V. Owens

Complainants

Anderson & Anderson
92 Franklin Street
Annapolis, Maryland
Telephone: COlonial 8-5035
Solicitors for Complainants

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 17 day of ~~AUGUST~~ SEPTEMBER, in the year Nineteen hundred sixty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared the above named complainants, HARRY T. OWENS and LAURA V. OWENS, his wife, and each made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of their knowledge and belief.

As witness my hand and seal Notarial.

Notary Public

My Commission Expires
May 6, 1963

BOOK 145 PAGE 240

HARRY T. OWENS and LAURA V. OWENS, his wife	*	NO. 15,186 EQUITY
Complainants	*	IN THE
vs	*	CIRCUIT COURT
CREDIT BANKERS, INC. OF MARYLAND and others	*	FOR ANNE ARUNDEL COUNTY
Respondents	*	

* * * * * * *

PETITION FOR ORDER OF PUBLICATION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the Complainants, Harry T. Owens and Laura V. Owens, his wife, by Marvin H. Anderson and Anderson & Anderson, their solicitors, respectfully shows:

1. That the Complainants have caused to be issued two successive summonses against each of the Respondents in this cause whose last known addresses were within this State, all of which said summonses have been by the Sheriff of Baltimore City returned "non est".

2. That your said petitioners have no further knowledge concerning the whereabouts, addresses or places of residence of any of the Respondents in this cause, except as contained in their Bill of Complaint heretofore filed in this cause, although your Petitioners aver that they have made reasonable efforts to ascertain the present whereabouts, residences, and addresses of each of the said Respondents.

WHEREFORE, your Petitioners pray for an order that the Respondents, Elmhurst Park Realty Company, Inc., Thomas Hughes, and Gabriel F. Schucker and Carrie B. Schucker, his wife, as well as all of the other Respondents in this cause who are described in the Bill of Complaint heretofore filed in this cause as non-residents, be proceeded against as if they were non-residents, and that your

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Annapolis, Md.

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Petitioners may be allowed an Order of Publication against all of the Respondents in this cause as such.

And, as in duty bound, etc.

Marvin H. Anderson

Anderson & Anderson
92 Franklin Street
Annapolis, Maryland
Telephone: COlonial 8-5035
Solicitors for Complainants and Petitioners

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 20" day of November, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MARVIN H. ANDERSON, attorney for Harry T. Owens and Laura V. Owens, his wife, the Complainants in the foregoing action, and he made oath in due form of law that he has made reasonable efforts to effect personal service upon the respondents, Elmhurst Park Realty Company, Inc., Thomas Hughes, Gabriel F. Schucker and Carrie B. Schucker, his wife, and that the matters and facts set forth in the foregoing petition are true and correct to the best of his information, knowledge and belief.

As witness my hand and seal Notarial.

Rosemond S. Coffin
Notary Public

My Commission Expires
May 6, 1963

ORDER OF COURT

Upon the foregoing petition and affidavit, and it appearing to the Circuit Court for Anne Arundel County, in Equity, that two successive summonses against the respondents, Elmhurst Park Realty

Company, Inc., Thomas Hughes, and Gabriel F. Schucker and Carrie B. Schucker, his wife, Respondents in this cause, have each been returned "non est" by the Sheriff of Baltimore City, it is this 21st day of November, 1962, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that all of the Respondents in the above entitled case, including the said Elmhurst Park Realty Company, Inc., Thomas Hughes, and Gabriel F. Schucker and Carrie B. Schucker, his wife, be treated as if they were non-resident Respondents and the Complainants be allowed an Order of Publication against them as such.

George Sachse
JUDGE

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Anne Arundel Co.

BOOK 145 PAGE 243

ANDERSON & ANDERSON
Attorneys at Law
92 Franklin Street
Annapolis, Maryland

NO. 15,186 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, HARRY T. OWENS and LAURA V. OWENS, his wife, Complainants, vs. CREDIT BANKERS, INC. OF MARYLAND, J. D. KYNASTON, JR., also known as J.H. KYNASTON, JR., J. D. KYNASTON, also known as J. H. KYNASTON, M.R. KYNASTON, Individually and as the last known officers, directors and stockholders of CREDIT BANKERS, INC. of MARYLAND, a former body corporate; ELMHURST PARK REALTY COMPANY, INC., THOMAS J. MEHLMAN, WILLIAM H. RUPP, THOMAS HUGHES, Individually and as the last known officers, directors, and stockholders of ELMHURST PARK REALTY COMPANY, INC., a former body corporate; and their unknown heirs, devisees and personal representatives if any of them are deceased, whether residents or non-residents; and the unknown last officers, directors, and stockholders of CREDIT BANKERS INC. of MARYLAND and ELMHURST PARK REALTY COMPANY, INC., and the unknown heirs, devisees, and personal or legal representatives of said unknown stockholders, if any of said stockholders are deceased, whether residents or non-residents of Maryland; GABRIEL F. SCHUCKER and CARRIE B. SCHUCKER, his wife, and the unknown heirs, devisees, and personal or legal representatives of the survivor of them, if either or both of them are deceased, whether residents or non-residents, Respondents.

ORDER OF PUBLICATION

WHEREAS, two successive summonses against the respondents, Elmhurst Park Realty Company, Inc., Thomas Hughes, and Gabriel F. Schucker and Carrie B. Schucker, his wife, whose present whereabouts are unknown, have been returned by the Sheriff of Baltimore City "non est", and the Circuit Court of Anne Arundel County by its Order passed on November 21, 1962, has directed that all of the respondents in this cause to be proceeded against as though they were non-residents by Order of Publication.

The object of this suit is to obtain a decree of the Circuit Court of Anne Arundel County by the Complainants against the Respondents quieting Complainants' fee-simple title to Lots Nos. 18, 19, 20, and 21, all in block CC, Lots Nos. 3 and 4, both in block L, Lots Nos. 3 and 4, block J, Lots Nos. 57, 58, 59, and 60, all in block U, Lots Nos. 6 and 7, both in block V, Lots Nos. 1,2, 3, 4, 5, 6, and 7, all in block BB, and Lots Nos. 7 and 8, both in

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block J, all as shown on the plat of Elmhurst which is now recorded among the plat records of Anne Arundel County in Plat Book No. 25, page 34, and declaring that the Complainants have the absolute fee-simple ownership and right of disposition of the same free and clear of the Respondents and of all persons claiming by, from or under any of them, whether or not they are named herein as Respondents, and of any other persons unknown to the Complainants who have or may claim to have any interest in said property and permanently and perpetually enjoining the Respondents and said persons from asserting any claims of ownership to the said lots and for such other and further relief as the cause of the Complainants may require.

The Bill of Complaint alleges that the various named Respondents were the last fee-simple owners of record of certain of said lots but that said named Respondents have never conveyed the record title thereto, although the tax sale title to all of said lots has by virtue of certain tax sale proceedings and of mesne deeds of record become and is now vested in the Complainants.

The Bill further alleges that it is unknown to the Complainants whether any of the Respondents are deceased and if so, when they died, whether they were residents or non-residents at the time of their respective deaths, whether they died testate or intestate, and whether Letters of Administration have been granted upon their respective estates elsewhere, none having been granted in Anne Arundel County; and that although the Complainants have made a careful and diligent search to ascertain the names and present addresses, whereabouts, and places of residence of the Respondents and of the last officers, directors, and stockholders of the said two former bodies corporate, they have not been able to ascertain the same except as hereinbefore recited.

The Bill further alleges that the Complainants took possession of all of the said lots on April 15, 1933; that since that date the Complainants have held actual, open, notorious, continuous, visible, hostile, and adverse possession of the same without interruption for a period of time exceeding in length more than twenty years up to the time of the filing of said Bill of Complaint; that no person or party other than the Complainants has occupied any part of any of the aforementioned lots since April 15, 1933; that since April 15, 1933, up to and including the present time, no person or party has made any claim against the Complainants to any part of any of the aforementioned lots asserting any claim of title, rights, or interest therein; that there is no action at law or proceeding in equity now pending to enforce or test the right of ownership of anyone claiming title to any part of the aforementioned lots as against the Complainants; that the only persons who could claim any rights or interest in the aforementioned property which would be hostile to the interest of the Complainants would be the named Respondents or persons claiming by, from or under any of them; and that the Complainants believe and aver that by virtue of Statute 21 James I, Chapter 16 (1623), 2 Alexander, British Statutes 599, which is now a part of the law of the State of Maryland, and by reason of the adverse possession of said property under claim of title and ownership since April 15, 1933, up to and including the present time the Complainants by themselves have become by virtue of said statute and by operation of law the absolute owners in fee-simple of all of the property hereinbefore described.

It is thereupon this 3rd day of ~~November~~ December, 1962, by the Circuit Court for Anne Arundel County, in equity, ORDERED, that notice be given by the insertion of a copy of this Order in some

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newspaper having a substantial general circulation in Anne Arundel County once a week for four successive weeks before the 7th day of January, 1963, giving notice to all of the Respondents of the object and substance of this suit, requiring each of them to be and appear in this Honorable Court either in person or by attorney on or before the 8th day of February, 1963, to answer the premises and show cause, if any they may have, why a decree should not be passed as prayed.

Louis N. Phipps
Clerk

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OFFICE OF BOOK 145 PAGE 247

THE ★ STAR

GLEN BURNIE, MD., December 27, 1962

THIS IS TO CERTIFY, that the annexed advertisement of

Order Publication
Equity No. 15,186

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 7th day of January 1963, that is to say the same was inserted in the issues of December 6,13,20,27, 1962

STROMBERG PUBLICATIONS, Inc.
Publishers.

FILED

1962 DEC 28 AM 10:59

By Edith Gillenwood

21

ANDERSON & ANDERSON
Attorneys at Law
92 Franklin Street
Annapolis, Maryland

NO. 15186 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL CO., HARRY T. OWENS and LAURA V. OWENS his wife, Complainants, vs. CREDIT BANKERS, INC. of MARYLAND, J. D. KYNASTON, JR., also known as J. H. KYNASTON, JR., J. D. KYNASTON, also known as J. H. KYNASTON, M. R. pYNASTON, Individually and as the last known officers, directors, and stockholders of CREDIT BANKERS, INC. OF MARYLAND, a former body corporate; ELMHURST PARK REALTY COMPANY, INC., THOMAS J. MEHLMAN, WILLIAM H. RUPP, THOMAS HUGHES, Individually and as the last known officers, directors, and stockholders of ELMHURST PARK REALTY COMPANY, INC., a former body corporate, and their unknown heirs, devisees and personal representatives if any of them are deceased, whether residents or non-residents; and the unknown last officers, directors, and stockholders of CREDIT BANKERS, INC. of MARYLAND and ELMHURST PARK REALTY COMPANY, INC., and the unknown heirs, devisees, and personal or legal representatives of said unknown stockholders, if any of said stockholders are deceased, whether residents or non-residents of Maryland; GABRIEL F. SCHUCKER and CARRIE B. SCHUCKER, his wife, and the unknown heirs, devisees, and personal or legal representatives of the survivor of them, if either or both of them are deceased, whether residents or non-residents, Respondents.

ORDER OF PUBLICATION

WHEREAS, two successive summonses against the respondents, Elmhurst Park Realty Company, Inc., Thomas Hughes, and Gabriel F. Schucker and Carrie B. Schucker, his wife, whose present whereabouts are unknown, have been returned by the Sheriff of Baltimore City "non est", and the Circuit Court of Anne Arundel County by its Order passed on November 21, 1962, has directed that all of the respondents in this cause to be proceeded against as though they were non-residents by Order of Publication.

The object of this suit is to obtain a decree of the Circuit Court of Anne Arundel County by the Complainants against the Respondents quieting Complainants' fee-simple title to Lots Nos. 18, 19, 20, and 21, all in block CC, Lots Nos. 3 and 4, both in block L, Lots Nos. 3 and 4, block J, Lots Nos. 57, 58, 59, and 60, all in block U, Lots Nos. 6 and 7, both in block V, Lots Nos, 1, 2, 3, 4, 5, 6, and 7, all in block BB, and Lots Nos. 7 and 8, both in block J, all as shown on the plat of Elmhurst which is now recorded among the plat records of Anne Arundel County in Plat Book No. 25, page 34, and declaring that the Complainants have the absolute fee-simple ownership and right of disposition of the same free and clear of the is unknown to the Complainants whether any of the Respondents are deceased and if so, when they died; whether they were residents or non-residents at the time of their respective deaths, whether they died testate or intestate, and whether Letters of Administration have been granted upon their respective estates elsewhere, none having been granted in Anne Arundel County; and that although the Complainants have made a careful and diligent search to ascertain the names and present addresses, whereabouts, and places of residence of the Respondents and of the last officers, directors, and stockholders of the said two former bodies corporate, they have not been able to ascertain the same except as hereinbefore recited.

The Bill further alleges that the Complainants took possession of all of the said lots on April 15, 1933; that since that date the Complainants have held actual, open, notorious, continuous, visible, hostile, and adverse possession of the same without interruption for a period of time exceeding in length more than twenty years up to the time of the filing of said Bill of Complaint; that no person or party other than the Complainants has occupied any part of any of the aforementioned lots since April 15, 1933; that since April 15, 1933, up to and including the present time, no person or party has made any claim against the Complainants to any part of any of the aforementioned lots asserting any claim of title, rights, or interest therein; that there is no action at law or proceeding in equity now pending to enforce or test the right of ownership of anyone claiming title to any part of the aforementioned lots as against the Complainants; that the only persons who could claim any rights or interest in the aforementioned property which would be hostile to the interest of the Complainants would be the named Respondents or persons claiming by, from or under any of them; and that the Complainants believe and aver that by virtue of Statuue 21 James I, Chapter 16 (1623), 2 Alexander, British Statutes 599, which is now a part of the law of the State of Maryland, and by reason of the adverse possession of said property under claim of title and ownership since April 15, 1933, up to and including the present time the Complainants by themselves have become by virtue of said statute and by operation of law the absolute owners in fee-simple of all of the property hereinbefore described.

It is thereupon this 3rd day of December, 1962, by the Circuit Court for Anne Arundel County, in equity, ORDERED, that notice be given by the insertion of a copy of this Order in some newspaper having a substantial general circulation in Anne Arundel County once a week for four successive weeks before the 7th day of January, 1963, giving notice to all of the Respondents of the object and substance of this suit, requiring each of them to be and appear in this Honorable Court either in person or by attorney on or before the 8th day of February, 1963, to answer the prem-

Respondents and of all persons claiming by, from or under any of them, whether or not they are named herein as Respondents, and of any other persons unknown to the Complainants who have or may claim to have any interest in said property and permanently and perpetually enjoining the Respondents and said persons from asserting any claims of ownership to the said lots and for such other and further relief as the cause of the Complainants may require.

The Bill of Complaint alleges that the various named Respondents were the last fee-simple owners of record of certain of said lots but that said named Respondents have never conveyed the record title thereto, although the tax sale title to all of said lots has by virtue of certain tax sale proceedings and of mesne deeds of record become and is now vested in the Complainants.

The Biil further alleges that it ises and show cause, if any they may have, why a decree should not be passed as prayed.

Louis N. Phipps
Clerk

TRUE COPY, TEST:
Louis N. Phipps, Clerk

Dec. 27

HARRY T. OWENS and
LAURA V. OWENS, his wife
Complainants
v
CREDIT BANKERS, INC. OF MARYLAND and others
Respondents

* * * *

NO. 15,186 EQUITY
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

BOOK 145 PAGE 250

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this day of February , 1963 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

MARVIN H. ANDERSON, Solicitor for the Plaintiffs in the above entitled cause,

XXXXXXXXXXXXXXXXXXXXXXXXe, and made oath, in due form of law, that XXXXXXX

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

he has no knowledge or information whatsoever pertaining to whether the Respondents or any of them are or are not now

XXXXXXXXXXXX in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this day of February , 19 63.

Notarial Seal

Rosamond S. Coffin
Notary Public

My Commission will expire on: May 6, 1963

Filed,

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1963 FEB 11 PM 2:58

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BOOK 145 PAGE 251

HARRY T. OWENS and LAURA V. OWENS, his wife	*	No. 15,186 EQUITY
Complainants	*	IN THE
vs	*	CIRCUIT COURT
	*	FOR
CREDIT BANKERS, INC. OF MARYLAND and others	*	ANNE ARUNDEL COUNTY
Respondents	*	

* * * * * * * * * *

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Harry T. Owens and Laura V. Owens, his wife, the Complainants herein, by Marvin H. Anderson and Anderson & Anderson, their Solicitors, respectfully shows unto your Honors that the Respondents in this cause have each been duly given notice by publication of the order of publication which has been allowed the Complainants in this cause but that all of said Respondents have failed to appear, answer, or file a pleading to the Bill of Complaint in this cause within the time allowed by law and rule of court and in the said order of publication as will more fully appear by reference to the certificate of publication of said order of publication which has heretofore been filed in this cause.

WHEREFORE, your Petitioners pray that a decree pro confesso against each of said Respondents may be passed by this Honorable Court and that leave be granted unto the Complainants to take testimony before one of the standing examiners of this Court.

AND, as in duty bound, etc.

Marvin H. Anderson

Anderson & Anderson

Anderson & Anderson
Solicitors for Complainants

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

FILED
1963 FEB 11 PM 2:58

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HARRY T. OWENS and
LAURA V. OWENS, his wife
Complainants

BOOK 145 PAGE 252

vs.

CREDIT BANKERS, INC. OF MARYLAND
and others

Respondents

No. 15,186 DIVORCES -- EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

All of the Respondents in this cause

after order of publication duly published and having failed to appear to the bill of complaint and answer same according to the command of the said order of publication

It is, thereupon, this 13th day of February, 1963, 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 all of said respondents.

And it is further ordered that leave is hereby granted to the complainant to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said bill

George Sachse
Judge

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BOOK 145 PAGE 253

HARRY T. OWENS, and LAURA V. OWENS, his wife Complainants	:	IN THE CIRCUIT COURT
vs.	:	FOR
CREDIT BANKERS, INC. OF MARYLAND, and others Respondents	:	ANNE ARUNDEL COUNTY NO. 15,186 EQUITY

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

TESTIMONY TAKEN ON BEHALF OF THE COMPLAINANTS

February 21, 1963

Present:

Mr. Marvin H. Anderson, Solicitor for Complainants

Mr. Emanuel Klawans, Court Examiner & Master

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Harry T. Owens, pages 2 - 11

Laura V. Owens, pages 12 - 16

Marvin H. Anderson, pages 18 - 22

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1963 MAR 22 PM 3:04

Klawans - Notice of taking testimony is not given because the address and identities of the persons involved are not known.

Harry T. Owens, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. Mr. Owens, will you state your full name and address?

A. Harry T. Owens, Severn, Maryland.

2. And you are one of the two complainants or plaintiffs in this case?

A. Yes, sir.

3. Mr. Owens, are you familiar with the subdivision which was laid off many years ago known as Elmhurst in the Fourth Election District of Anne Arundel County as shown on the plat of the same which is now recorded among the plat records of Anne Arundel County in Plat Book No. 25, page 34?

A. Yes, sir.

4. Now I show you a copy of the plat just mentioned, a copy of which we wish to reserve leave to file as Examiner's Exhibit No. 1 later, will you look at that plat and tell us whether or not your wife or you acquired title to and still own many lots which are shown on that plat?

A. Yes, sir.

(LEAVE RESERVED TO FILE PLAT MARKED EXAMINER'S EXHIBIT NO. 1)

5. And when did you or your wife first acquire title to many of the lots shown on that plat?

26

A. In 1932.

6. And from whom didyou acquire title to many of these lots?

A. Credit Bankers, Inc.

7. Of Maryland?

A. I think it was New Jersey or Washington. I am not sure.

8. And did you acquire title to these lots by as many as three separate deeds between 1932 and 1933?

A. Yes, sir.

9. And I believe these Deeds were made out to Mrs. Owens, is that not correct?

A. That's right.

10. How many lots as shown on the plat marked Examiner's Exhibit No. 1 did Mrs. Owens acquire by these three deeds?

A. Something over a thousand.

11. And was that most of the subdivided portion of Elmhurst as shown on Examiner's Exhibit No. 1?

A. It was better than two thirds.

12. Now at the time your wife acquired these three deeds were there any houses or other improvements constructed on any of these lots?

A. There were some houses on some lots but not on these in question.

13. There were no houses on the lots which you purchased?

A. No, sir.

15. And were there any houses or other improvements ever constructed on any of the twenty three lots which are involved in this suit?

27

A. No, sir.

15. Now after you received or after your wife received the two deeds in 1933 and the one deed which was placed in record in 1933 for the lots which she acquired as shown on the plat of Elmhurst, what did the two of your proceed to do with all these lots?

A. Well at the time we were farming and we proceeded to, we went on to this property and began farming it also.

16. In other words, your farming operation extended beyond the limits of the lots for which your wife had received deeds?

A. Yes.

17. Now I want to direct your attention specifically to the twenty three lots which are the subject matter of this suit as shown on the plat marked Examiner's Exhibit No. 1. Will you look at the plat and tell us whether or not these twenty three lots are the lots which are shown colored in red on Examiner's Exhibit No. 1 filed with the testimony in this case?

A. That's right, yes they are.

18. Now who owned in 1933 the lots which immediately surrounded the twenty three lots in question?

A. We bought them in '32.

19. Mrs. Owens?

A. Yes, Mrs. Owens bought them in '32. So therefore we did.

20. Is it your testimony that you and Mrs. Owens went into possession of the twenty three lots which are the subject matter of this suit?

28

A. Well yes. We just went on and took the whole thing.

21. Including these twenty three lots?

A. Yes.

22. And when you say you went on and took the whole thing in, what do you mean by that, what did you do on these lots?

A. I mean plowing the acreage and cultivating. We just disregarded the boundaries of these lots and went over the whole thing.

23. Including the twenty three lots?

A. Including the twenty three lots.

24. And what date would you approximate that you and Mrs. Owens first went in and took possession of the twenty three lots which are shown outlined in red on Examiner's Exhibit No. 1?

A. In the Spring, April I would say, around April the 15th in '33.

25. And why do you say that?

A. Well the two main deeds that covered the major part of the tract we bought, the deed was executed in '32, so we began in '33 to cultivate this property.

26. That's the entire subdivision?

A. Yes.

27. Now since the Spring of 1933 what have you and Mrs. Owens done with the twenty three lots that are shown outlined in red on Examiner's Exhibit No. 1?

A. I would say we made the same use of them that we did with those to which we had deeds.

28. And what use was that?

29

A. Farming.

29. What type of farming?

A. Truck farming and tobacco.

30. What crops have you planted in the past years on these twenty three lots?

A. Things like sweet potatoes, tomatoes, cantaloupes, various vegetables, vegetable crops.

31. And commencing with the Spring of 1933, over what period of years has this farming operation of these twenty three lots continued each year without interruption?

A. Up until five years ago, '57.

32. Up until about 1957?

A. That's right.

33. And between the Spring of 1933 and 1957 has this farming operation occurred on these twenty three lots each year without interruption?

A. Well to answer that accurately I would say we would rotate, and sometimes we would leave a piece ~~these~~ lay out one year and could possibly take these, but we would be on these.

34. Well now during the years in which some of the lots were not planted upon what use, if any, did you make of the lots when the crops were not growing?

A. They were sown in a cover crop, rye and let lay.

35. So that even though a productive crop was not growing on these twenty three lots on some years, in those particular years there would be a cover crop sown?

A. In the main, yes, sir.

36. Now in the years that have intervened after 1933 haveyou and Mrs. Owens or either one of you extended your acquisitions to include other lots in the subdivision of Elmhurst as shown on Examiner's Exhibit No. 1?

A. Yes, sir.

37. And generally how have you done this?

A. Purchased from individuals who had formerly bought lots in this subdivision. And from time to time we bought some of those.

38. And received deeds for them?

A. Yes.

39. Did there come a time when the lots as shown on the recorded plat of Elmhurst, above mentioned, were transferred on the assessment records of Anne Arundel County for purposes of real estate taxes to acreage?

A. I don't know what the status was prior to the time I bought them. All I know is when we bought this property which had been farmed prior to the establishment of this plat, it had been a farm and we owned property adjacent to it and we were farming that. So when I bought these naturally the deeds were conveyed to me or to Mrs. Owens by lot and section numbers, but we had no intention to use them as such, so I went to the Assessors Office and asked them, well in fact, I figured out the acreage embodied in those that we had bought of the tract, a section of the tract that these are in, and had the Assessor to continue the assessment on the acreage basis,

because that's what I intended to do with it, is farm it.

40. Have you and Mrs. Owens been paying taxes on this acreage in that manner for many years?

A. Well since 1932.

41. And did the acreage upon which you have been paying taxes include the area occupied by these twenty three lots?

A. Oh, yes, yes sure.

42. Because it included really the whole subdivision, isn't that correct?

A. That's right.

43. And eventually did there come a time or shortly after you received or Mrs. Owens received her three deeds for the larger parts of Elmhurst, did there come a time when the two of you understood or heard that these twenty three lots which are shown outlined in red on Examiner's Exhibit No. 1, were sold by non-payment of taxes in the names of the previous owners?

A. The best I could figure out of it was it seemed to be an error in the thing. The tax sale mentioned on an acreage basis in which some of these lots were in.

44. Let me rephrase my question. No matter how the tax sale came about it was your understanding that in 1933 and shortly thereafter all of these twenty three lots were supposed to have been included in certain tax sales which the Treasurer of Anne Arundel County made in the years 1933, 1935 and 1937?

A. That's right.

45. And eventually have you received three tax sale deeds from the

County Commissioners for Anne Arundel County and/or C. Albert Hodges, late County Treasurer, by which the tax sale title to all these twenty three lots has been conveyed to the two of you, is that right?

A. That's right.

46. Now ~~if~~ has any person or party other than the two of you occupied any part of these twenty three lots since April 15, 1933?

A. No, sir.

47. Since April 15, 1933 up to and including the present time has any person or party made any claim against either one of you for any part of these above mentioned twenty three lots?

A. No, sir.

48. Asserting any claim, right or interest?

A. No, sir.

49. Is there any action at Law or proceeding in Equity now pending to enforce or test the ownership of anyone claiming title to any part of the above mentioned twenty three lots other than the case which you have made out in this suit?

A. No, sir.

50. Was your possession of these twenty three lots open and obvious for everyone to see?

A. Oh, yes.

51. And was your claim, when you were occupying these lots, did you do it under a claim of right of ownership; in other words, was it your intention to assert ownership to the lots by doing what

you did?

A. I wouldn't say it was direct at that time. I simply ignored boundaries of the lots when I was farming and plowed the whole acreage and worked it.

(Mr. Klawans)

1. You did that under a claim of ownership, didn't you?

A. Well it was the assumption that nobody owned them so I went on and occupied them.

(Mr. Anderson)

52. Was this occupation under claim of title and ownership continuous and uninterrupted for at least twenty years?

A. Yes.

53. Now while you were occupying this property during these many years was it your intention to claim ownership while you were occupying the lots?

A. It was my intention to acquire ownership of all these lots.

54. Including these twenty three lots?

A. Either by purchase or other legal procedures because it would join up.

(Mr. Klawans)

2. When you went on these lots and plowed them were you going on as a trespasser or as an owner?

A. Well I wasn't conscious of being a trespasser.

3. You felt that you owned them?

A. Yes, sir.

4. And you were claiming that you owned those lots?

A. Well I don't know just what the technicalities involved is, but it was not a malicious intent to acquire them, I will say that. I simply worked them and that's it. If anybody turned up to claim them that would have been the time when if they were entitled they would have had them, but if they are not entitled they are mine. That's the way I look at it.

5. You intended to claim ownership unless somebody else could prove ~~it~~ a better? right?

A. That's right.

(Mr. Anderson)

55. Do you know the present whereabouts or location of any of the individually named respondents or defendants in this case?

A. No, sir.

56. And have you furnished to me all of the information which you ever had with respect to these defendants?

A. I have.

57. Do you know whether any of them, any of the individual respondents are now living or dead?

A. No, sir I have no knowledge to that.

58. And have you made a careful and diligent search to ascertain the present addresses and whereabouts of any of the individual named respondents and the corporate respondents, too?

A. Yes, sir.

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QUESTION BY THE EXAMINER:

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

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

No

Answer. . . . . .

Signature Harry T. Owens

Laura V. Owens, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. Will you please state your full name and address?

A. Laura V. Owens, Severn, Maryland.

2. Are you one of the complainants in this case?

A. Yes, sir.

3. And are you the wife of Mr. Harry T. Owens?

A. Yes, sir.

4. The other complainant in this case?

A. Yes, sir.

5. Directing your attention now to twenty three lots which are shown outlined in red on Examiner's Exhibit No. 1, will you tell us whether or not you and Mr. Owens ever went into possession of these twenty three lots and is so, about when?

A. Well in 1932 we bought all of the lots that were for sale at that time and naturally the twenty three were among the lots that we bought and when we farmed it it was hard to tell the fifty feet or the hundred so we just farmed the whole thing.

6. Including the twenty three lots?

A. Including the twenty three lots.

7. And what year did you first farm the twenty three lots in question?

A. April the 15th, 1933.

8. That was the Spring immediately after you purchased the lots?

A. Yes.

57

9. A thousand and some lots?

A. Yes, sir.

10. And since the farming season of 1933 have you and Mr. Owens farmed the twenty three lots as well as the other property for which you had a deed?

A. Every year up until about 1957, that's right, and what we didn't farm we rotated like corn, for an example, you are supposed to let the ground rest and we would sow it in rye, wheat or similar, soy beans.

11. Can you tell us whether or not there was something planted on each of these twenty three lots every year starting with the year 1933 and ending with the year about 1957 by yourselves?

A. Yes, sir.

12. And in the course of farming these lots would you have occasion to walk upon them and drive motor vehicles and farm machinery over the lots?

A. Yes.

13. And did this farming operation continue from 1933 to 1957 without interruption?

A. Yes.

14. How did you pay taxes on this property at Elmhurst for which you had a deed?

A. Well they transferred it to, it was always agricultural and we paid agricultural taxes on it.

15. On an acreage basis?

A. On an acreage basis.

16. And did the acreage include the twenty three lots which are in

question?

A. Yes, sir.

17. And have you been paying the taxes on this acreage for many, many years?

A. Yes.

18. During the years that you were farming this property, including the twenty three lots shown outlined in red on Examiner's Exhibit No. 1, did you claim to, did you make claim to actual ownership of the twenty three lots in question by farming them in that fashion?

A. In a way, because if anyone had come up or anybody showed up we would have bought them.

19. But you intended to assert ownership unless somebody else could prove better right, is that right?

A. Yes.

20. And this intention to claim ownership was exercised during the entire twenty or thirty years that you were farming the property?

A. Yes.

21. Was your possession of these twenty three lots during the entire time since 1933 exclusive of everyone else's possession; in other words, did you have exclusive possession of these lots?

A. Yes.

22. And was your possession of these twenty three lots open and visible for everyone else to see?

A. Yes.

23. Have any persons or parties other than the two of you, you and your husband, Mr. Harry T. Owens, occupied any part of the twenty three lots since April 15, 1933?

A. No.

24. Since April 15, 1933 up to and including the present time has any person or party made any claim against either one of you, you or your husband, Mr. Harry T. Owens, with respect to any part of the above mentioned twenty three lots?

A. No.

25. In other words, no one has asserted any claim of title or right against either one of you during any of this time?

A. No.

26. Is there any action at law or any proceeding in Equity now pending to enforce or test the right of ownership of anyone claiming title to any part of the aforementioned lots as against you other than this suit which you have brought in this case?

A. No.

27. Do you know of any persons or parties other than the respondents in this case who would have any interest in any of these lots which would be hostile or opposed to your interest in them?

A. No.

28. With respect to the individual respondents in this case, do you have any information as to their present whereabouts or location other than as stated in the bill of complaint in this case?

A. No.

40

29. Do you know whether any or all of the individual respondents are now living or deceased?

A. No.

30. Do you have any information pertaining to the two corporate respondents in this case other than the information that is contained in this bill of complaint?

A. No.

31. Have you and Mr. Owens furnished to me all of the information pertaining to all of the respondents which was in your possession?

A. Yes.

(CERTIFICATE AS TO ELMHURST PARK REALTY CO. FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

(CERTIFICATE AS TO CREDIT BANKERS, INC. FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 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 Laura V. Owens

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

My name is Marvin H. Anderson. I am an Attorney. At the request of the plaintiffs in this case my office has made, under my direction, an examination of title to each of the twenty three lots as shown on the recorded plat of Elmhurst in the Fourth Election District of Anne Arundel County, a copy of which is marked as Examiner's Exhibit No. 1, and the location of which twenty three lots are shown outlined in red on said plat. That as a result of the examination of title which was made we ascertained that the last owner of record of seventeen of the lots in question was Elmhurst Park Realty Company, Inc., which acquired title to the same by virtue of the Deed described in Paragraph 6 of the bill of complaint. The seventeen lots therein described being mentioned in said paragraph 6, and that after the said Elmhurst Park Realty Company, Inc. acquired title to the seventeen lots it never conveyed the title to any of the seventeen lots to any party or person by any Deed of record. Although these lots were purportedly sold at tax sale by C. Albert Hodges, who was then Treasurer of Anne Arundel County, at a tax sale conducted on November the 14th, 1933 to the County Commissioners of Anne Arundel County, this particular tax sale was duly reported to the Circuit Court for Anne Arundel County, and the sale was ratified in tax sale proceedings No. 2087. After this was done Mr. Hodges, by a Deed of record, dated October 26, 1938 conveyed the tax sale title to these seventeen

lots to the County Commissioners by the Deed described in paragraph No. 6 of the Bill of Complaint. Further with respect to the status of Elmhurst Park Realty Company, at my request the Secretary of State of Delaware forwarded to me two certificates which are marked in this case as Examiner's Exhibit No. 2, which reflect all of the information available to the Secretary of State of Delaware pertaining to this Company which was incorporated under the laws of the State of Delaware and the Charter of said Company was according to said Certificate, annulled on April 1, 1929, and that the information most recently available to the Secretary of State of Delaware pertaining to said Corporation, its Officers, Directors, and their respective addresses is shown on Examiner's Exhibit No. 2. The examination of title further disclosed that with respect to four of the twenty three lots, being lots numbered 18, through twenty one, inclusive, of Block CC, as shown on the said plat, the last owner was Credit Bankers, Inc. of Maryland, which acquired title to the same by the Deed described in paragraph 5 of the bill of complaint and that after it had acquired title as aforesaid, the said Credit Bankers, Inc. of Maryland, never conveyed by any Deed or record the title to any of the four lots above mentioned but that the said four lots purportedly sold for non-payment of taxes together with other property by Mr. Hodges, who was then Treasurer of Anne Arundel County, at a tax sale held October 15, 1935, to the County Commissioners of Anne Arundel County.

After this sale had been made, Mr. Hodges reported the sale to the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 3913, which said sale was purportedly finally ratified and confirmed by the Circuit Court for Anne Arundel County. Further with respect to Credit Bankers, Inc. of Maryland, at my request the Secretary of State of Delaware prepared two certificates which are marked Examiner's Exhibit No. 3, which shows that the Charter of Credit Bankers, Inc. of Maryland which was incorporated under the Laws of the State of Delaware was annulled by the State of Delaware on April 1, 1934 for non-payment of taxes, and the most recent information pertaining to said corporation available to the Secretary of State of Delaware concerning the last Officers and Directors of said Credit Bankers, Inc. of Maryland, is shown in Examiner's Exhibit No. 3. The title examination further showed that with respect to Lots No. 7 and 8, both in Block J, as shown on said plat of Elmhurst, the last owners of record thereto were Gabriel Schucker and Carrie B. Schucker, his wife, who acquired title thereto as tenants by the entireties by the deed described in paragraph 7 of the bill of complaint, and the examination further showed that Mr. and Mrs. Schucker had never conveyed the record title to these two lots by any deed of record recorded in Anne Arundel County, but that by tax sale conducted by Joseph H. Pepper, late Treasurer of Anne Arundel County, on October 11, 1937, the said two lots were purportedly sold for non-payment of taxes to the County Commissioners of

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Anne Arundel County. After the sale had been made, Mr. Pepper reported the sale to the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 3701 and the sale was finally ratified and confirmed by the Circuit Court for Anne Arundel County. After these three tax sales had been made and ratified as aforesaid, the examination of title disclosed that by the mesne deeds of record referred to in the bill of complaint filed in this case, the tax sale title to all twenty three of these lots was eventually acquired by the complainants in this cause, Harry T. Owens and Laura V. Owens, his wife, and the deeds by which they so acquired said tax sale title, are more particularly recited in the bill of complaint filed in this cause. Further the complainants in this cause delivered to me all of the information which they had pertaining to the respondents in this cause, which information was also subsequently furnished to me by the Examiner's Exhibits No. 2 and 3, and by a disclosure received by me from the Maryland State Department of Assessments and Taxation, which showed that between April 25, 1927 and March 21, 1929 Elmhurst Park Realty Company was qualified to do business in the State of Maryland, and that during this time, one Edward L. Smith was listed as the Resident Agent of said Company, with an address of 24 S. Eutaw Street, Baltimore, Maryland, and that except as shown in the bill of complaint filed in this cause, I have no further information with respect to any of the respondents, individually or as to the corporate respondents. But that in the course of

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my work we have examined all of the public records available at the Court House in Annapolis to ascertain any further information pertaining to the respondents, but except as stated in the bill of complaint I have no further information with respect thereto.

(Mr. Klawans)

1. The State Tax Commission stated there are no resident agents for either corporation now?

A. That's correct, and there was never any corporate agent designated by Credit Bankers, Inc. of Maryland, and the State Tax Commission indicated that it had no further information about either Corporation.

2. Or its Officers or Directors or Stockholders?

A. That's correct.

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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 . . . . . Marvin G. Anderson

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 22nd day of March, 1963.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

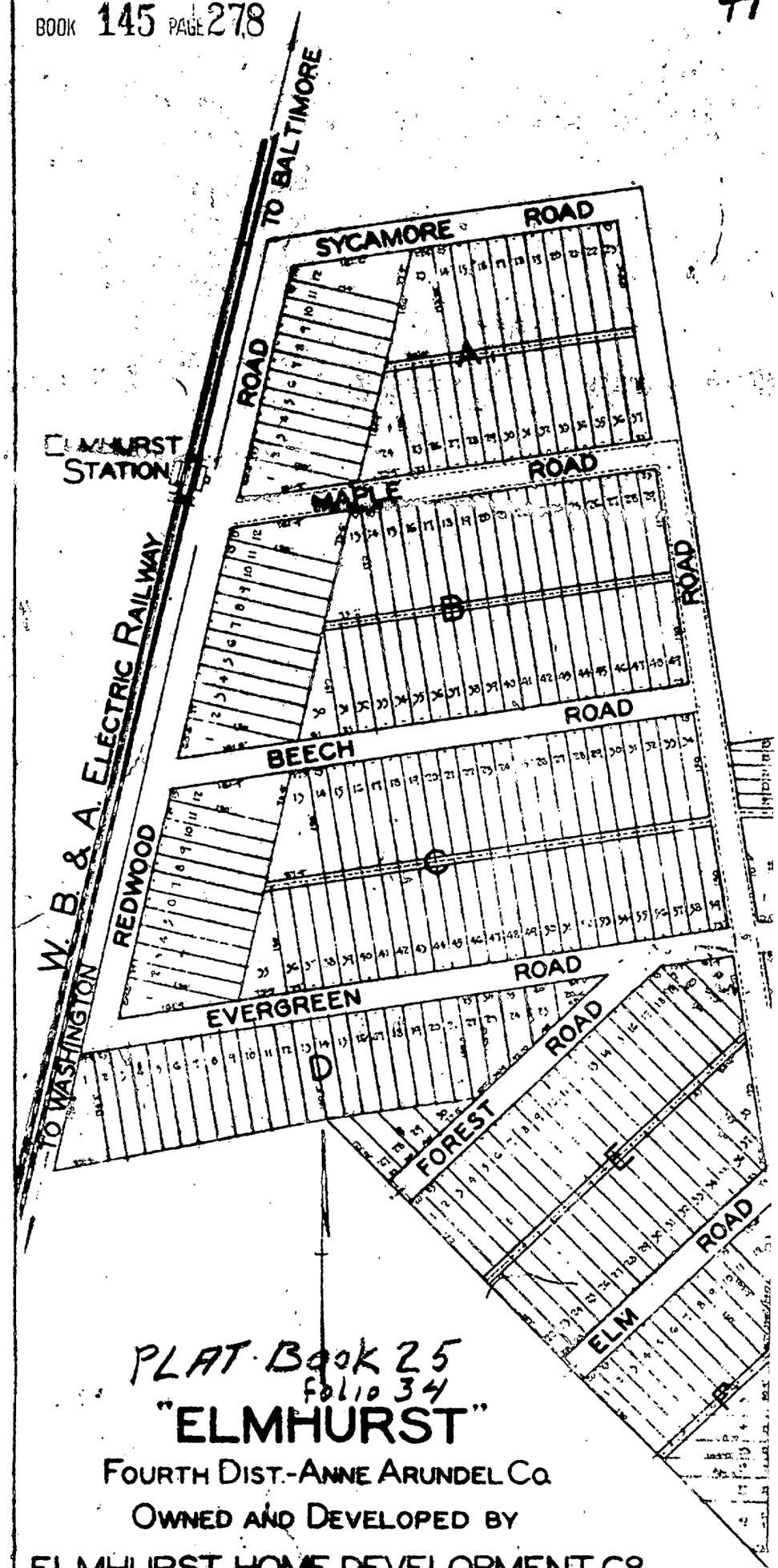
E.K. $25.00

S.M. $42.00 fg
S.M.

S. 21 $30.00 Paid.

#

BOOK 145 PAGE 278



PLAT Book 25
Folio 34

"ELMHURST"

FOURTH DIST.-ANNE ARUNDEL Co.

OWNED AND DEVELOPED BY

ELMHURST HOME DEVELOPMENT Co.

SCALE-1-100

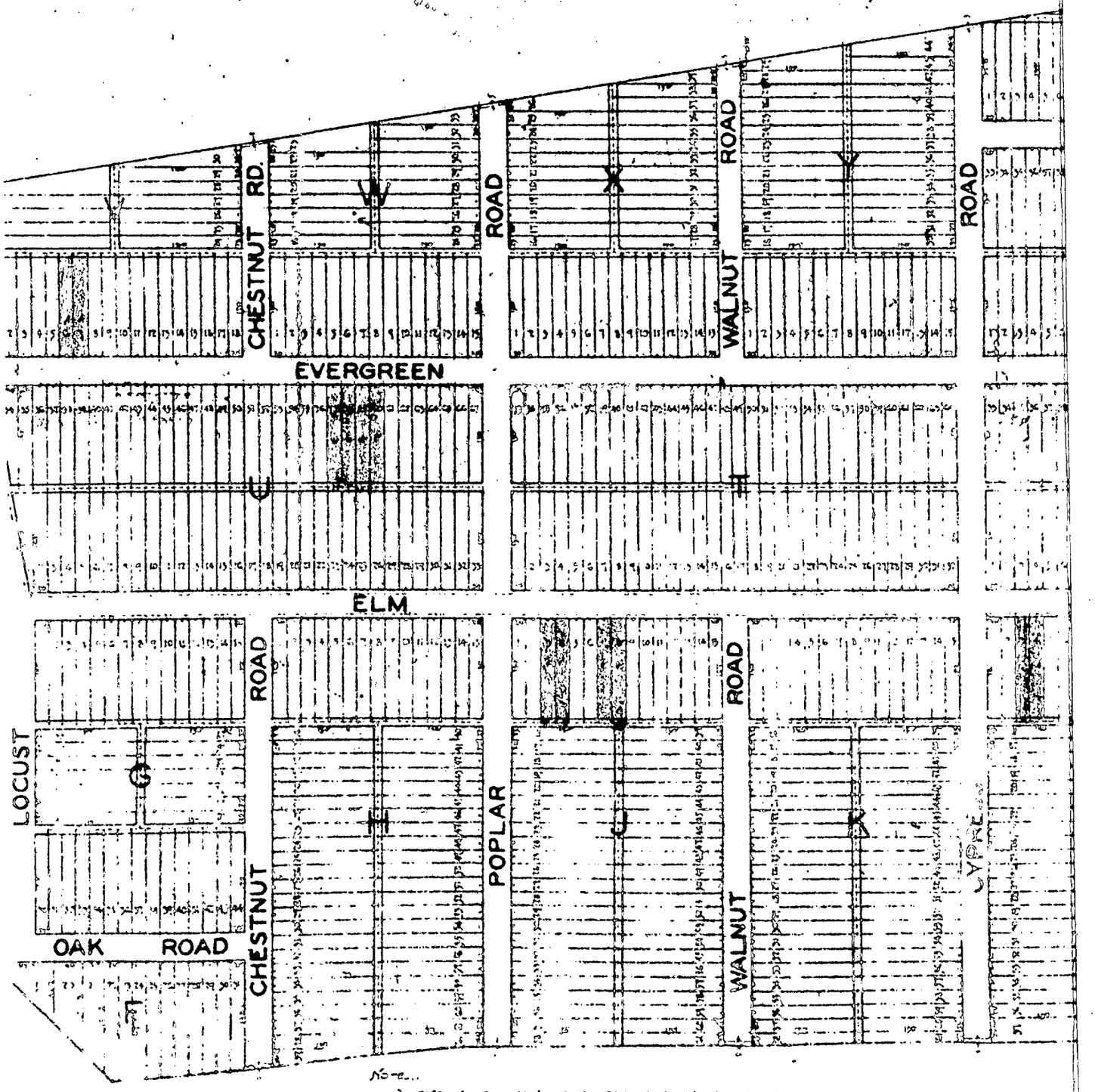
Surveyors

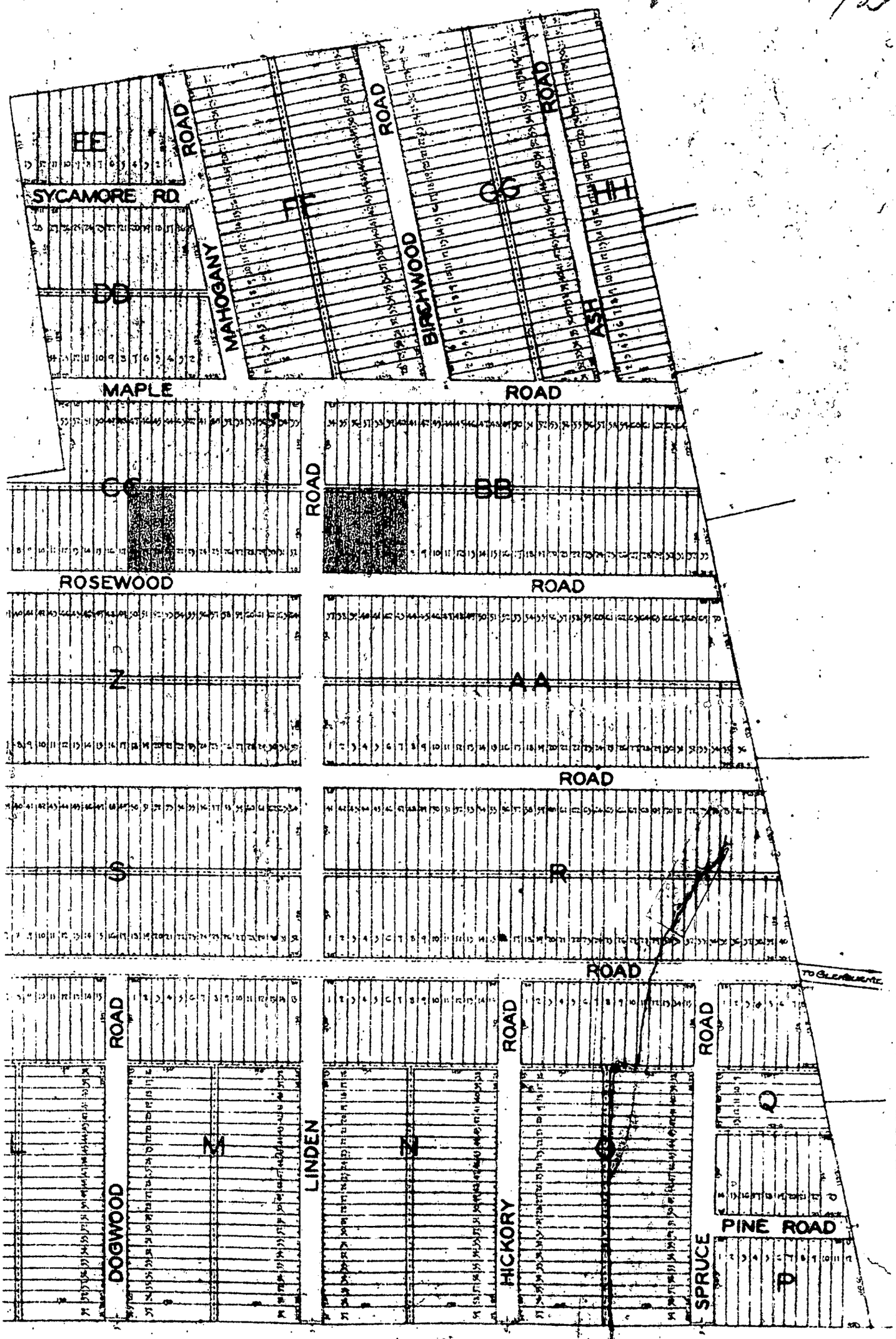
FILED MAR 22, 1963 AT 3.04

157 186 Eq Examiner's Office Delaware

Filed March 30th - 1925 BOOK 145 PAGE 279

=15,186 Equity





FE
SYCAMORE RD.
DD
MAHOGANY ROAD
FF
BIRCHWOOD ROAD
GG
ASH ROAD
HH
MAPLE ROAD
CC
ROAD
BB
ROSEWOOD ROAD
Z
AA
ROAD
S
R
ROAD
TO GLENBURNIE
DOGWOOD ROAD
L
M
LINDEN
N
HICKORY ROAD
O
SPRUCE ROAD
Q
PINE ROAD
P

State of Delaware

Office of Secretary of State.

I, ELISHA C. DUKES, SEcretary of State of the State of Delaware, do hereby certify that the Certificate of Incorporation of the "ELMHURST PARK REALTY CO.", was received and filed in this office the ninth day of November, A.D. 1925, at 1 o'clock P.M.;

And I do hereby further certify that the aforesaid Corporation is no longer in existence and good standing under the laws of the State of Delaware having become inoperative and void the first day of April , A.D. 1929, for non-payment of taxes;

And I do hereby further certify that the aforesaid Corporation was proclaimed in accordance with the provisions of Sections 75 and 76 of Chapter 6 of the Revised Statutes of 1915, on the seventeenth day of January, A.D. 1930, the same having been reported to the Governor as having neglected or refused to pay their annual Franchise taxes for two consecutive years.

FILED
1963 MAR 22 PM 3:04

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Dover this tenth day of January in the year of our Lord one thousand nine hundred and sixty-three.

Elisha C. Dukes
Secretary of State

No. Eq.
Owens, Credit Bankers etc
Examiner o Exch 2
E Clawans, Examiner

FORM 123

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BOOK 145 PAGE 282

CORPORATE NAME

Elmhurst Park Realty Co

Date of Incorporation November 10-1925

OFFICERS AND DIRECTORS

Officers	Name	Address	Term Expires
President	Thomas J. Mehlman	Wash. D.C.	
V. President	Thomas J. Hughes	Balto. Md.	
Sec.	Wm. T. Rupp	Wash. D.C.	
Treas.	"	"	"

FULL INFORMATION IS REQUESTED

1. Nature of business in which engaged: Real Estate

2. Location of principal office in Delaware:—
(If in Wilmington)

County of NEW CASTLE City of WILMINGTON

Street and Number 900 MARKET STREET

(If outside of Wilmington)

County of _____ Hundred, City or Town _____

Post-office Address 13

3. Name of agent upon whom service of process may be made:—(If in Wilmington.)

CORPORATION SERVICE COMPANY

County of NEW CASTLE City of WILMINGTON

Street and Number 900 MARKET STREET

(If outside of Wilmington)

County of _____ Hundred, City or Town _____

Post-office Address _____

4. Places of business outside of Delaware:—

State	Cities and Towns	Streets and Numbers
Washington D.C.	1319- 7st	N.W.

5. Appointed date for next annual meeting of stockholders to elect directors

Feb 15- 1928

6. State the amount and number of shares of authorized capital

	Par Value	Taxable Shares
Preferred @	per share $ None	
Preferred @	per share $ None	
10000 Common @	per share $ 100,000	1000
Common @	per share $	
	Total No. of Taxable Shares	1000

Note—Any number of shares having par value but having a total par value of less than or equal to One Hundred Dollars, shall be counted as only one share.

	No Par Value	Taxable Shares
Preferred		
Common		
	Total No. of Taxable Shares	

7. State the amount and number of shares issued:—

	Par Value	No par value	
Preferred @	per share $ None	Preferred	
Common @	per share $	Common	

8. State amount of capital invested in real estate:— none

9. State amount of tax paid annually thereon:— none

10. State amount of capital invested in mining in Delaware:— none

11. State amount of capital invested in manufacturing:— none

City or Town ..... (If in Delaware)
(If elsewhere)

State ..... City or Town .....

12. State per centum of issued capital invested in Delaware business.....

13. Itemize all investments in Delaware:— none

14. State specific facts, if any, for exemption from taxation:—

15. State, if not engaged in any business, date of suspension:—
Not engaged in business - Suspended August 1, 1926

CERTIFICATE

On this 31 day of Dec A. D. 1927

I, the undersigned official, do hereby certify as President
(Title of Official)

of the Elmhurst Park Realty Co
Name of Corporation

that the foregoing statement is true and correct according to my best knowledge and belief.

Wm. H. Rupp Witness [signature] Signature of Official

This report is to be filed on or before the first Tuesday in January.

Folio No. 1019

ANNUAL REPORT

Year 1925

Other Companies

Corporate Name

Elmhurst Park Realty Co.

RECEIVED AND FILED

JAN 3 1928

Filed Charles H. Grantland day

of SECRETARY OF STATE 192

BASIS OF ASSESSMENT

INACTIVE

Number of Taxable Shares 1000

Par Value 1000

No Par Value

Amount of Tax 5.00 1/2

BOOK 145 PAGE 284

State of Delaware

Office of Secretary of State

I, Elisha C. Dukes, Secretary of State of the State of Delaware, do hereby certify that the above and foregoing is a true and correct copy of

1925 Annual Report of the "ELMHURST PARK REALTY CO.", as received and filed in this office the third day of January, A.D. 1928.

In Testimony Whereof, I have hereunto set my hand and official seal at Dover this tenth day of January in the year of our Lord one thousand nine hundred and sixty-three.

Elisha C Dukes

Secretary of State

Assistant Secretary of State

FORM 120

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State of Delaware

BOOK 145 PAGE 285

Office of Secretary of State.

I, ELISHA C. DUKES, Secretary of State of the State of Delaware, do hereby certify that the Certificate of Incorporation of the "CREDIT BANKERS, INC., OF MARYLAND", was received and filed in this office the twenty-sixth day of JUne, A.D. 1931, at 1 o'clock P.M.;

And I do hereby further certify that the aforesaid Corporation is no longer in existence and good standing under the laws of the State of Delaware having become inoperative and void the first day of April, A.D. 1934, for non-payment of taxes;

And I do hereby further certify that the aforesaid Corporation was proclaimed in accordance with the provisions of Sections 75 and 76 of Chapter 6, of the Revised STatutes of 1915, on the nineteenth day of January, A.D. 1935, the same having been reported to the Governor as having neglected or refused to pay their annual Franchise TAxes for two consecutive years.

FILED
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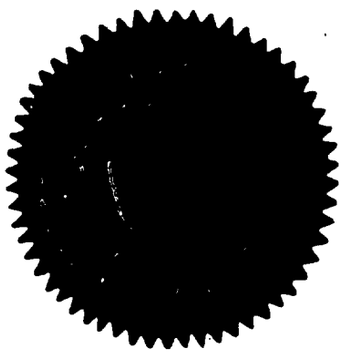
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Dover this tenth day of January in the year of our Lord one thousand nine hundred and sixty-three.



Elisha C. Dukes
Secretary of State

No. Eq.
Owens Credit Bankers et al
Examiner's Exh. 3
E Klawans, Examiner

FORM 123

57

Annual Report—Delaware Corporations

All Corporations coming under the provisions of the General Corporation Law of the State of Delaware are required to file report with Secretary of State annually.

Date of Filing
RECEIVED AND FILED
DEC 14 1931
Charles C. Crawford
SECRETARY OF STATE
DO NOT USE THIS SPACE

BOOK 145 PAGE 286

Resident Agent Par Shares	Corporate Date No Par Shares	Folio No. Tax
COL.CHAR.CO.	6-26-1931 10,000	3009-22 $25.56

CREDIT BANKERS INC., OF MARYLAND

If name or address is incorrect kindly correct same

Sec. 67 FRANCHISE TAX LAW—Note: Every corporation which shall show by a supplemental affidavit attached to its annual report * * that it has not been engaged in any of the business activities for which it was granted a certificate of incorporation shall pay only at the rate of one-half of the amount of taxes scheduled * * for such portion of the year as it shall not have been so engaged and at the full rate for the remainder of the year. Any such affidavit shall state fully the pertinent facts upon which the claim for one-half rate is based.

AUTHORIZED CAPITAL STOCK

8. State the number of shares of each class of the total authorized capital stock:
NOTE—The authorized capital stock is the total number of shares which the corporation is authorized to issue, whether or not the number of shares that may be outstanding at any one time be limited to a less number.

SHARES HAVING A PAR VALUE				No. of taxable shares
....shares pfd.	@ $....	equals $....	which divided by $100 is	x
....shares pfd.	@ $....	equals $....	which divided by $100 is	x
....shares com.	@ $....	equals $....	which divided by $100 is	x

SHARES OF NO PAR VALUE	
....shares pfd. (by law each no par share is a taxable share.)	x
....shares com. (by law each no par share is a taxable share.)	10,000
TOTAL NUMBER OF TAXABLE SHARES (Both par and no par)	10,000

9. State the number and amount of shares actually issued:

Par Value		No Par Value	
Preferred	$	Preferred	NONE
Common	$	Common	1200

10. State amount of capital invested in Delaware — Real Estate None; Manufacturing

11. State amount of Taxes paid in Delaware — Real Estate; Manufacturing

12. If exemption claimed from full franchise tax or any part thereof, state facts as provided in Section 67 of the Franchise Tax Law (See Marginal Note).

CERTIFICATE

On this 11th day of December 19 31

I (~~we~~) do hereby certify as President of the
President, Secretary, Treasurer, or Two Directors, or Two Incorporators if Directors or Officers are not Elected.

Credit Bankers Inc. of Maryland
Name of Corporation

that the foregoing statement is true and correct according to my (~~our~~) best knowledge and belief.

J. N. Kingston
Signature of person or persons so certifying

This report is to be filed on or before January 5, 1932

Form 184 60M 9-1-31

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FULL INFORMATION IS REQUESTED

BOOK 145 PAGE 287

Name of Corporation CREDIT BANKERS INC., OF MARYLAND

Date of Incorporation June 26, 1931

	Name	Address	Term Expires
President	J. N. Kynaston	1475 Columbia Rd Washington DC	1932
Vice-President	J. N. Kynaston	" "	"
Secretary	Jno. R. Kynaston	" "	"
Treasurer	Jno. R. Kynaston	" "	"
Other Officers:			

DIRECTORS

Name	Address	Term Expires
J. N. Kynaston	1475 Columbia Rd Washington DC	1/2 1932
J. N. Kynaston	" " "	1/2 "
Jno. R. Kynaston	" " "	1/2 "

1. State nature of corporation's business Small loans & financing

2. State date of suspension, if not engaged in any business activities

3. State activities engaged in, if business not completely suspended

4. State location of principal office in Delaware:

(If in Wilmington)

Street and Number

(If Outside of Wilmington)

County of Post Office Address

5. State places of business outside of Delaware:

City or Town	State	Street and Number
Washington DC		1108-16th St. N.W.

6. State name of agent upon whom service of process may be made:

Name	Address
	Wilmington, Delaware

7. State appointed date of next annual meeting of stockholders to elect directors Jan 2.

BOOK 145 PAGE 288

State of Delaware

Office of Secretary of State

I, Elisha C. Dukes, Secretary of State of the State of Delaware, do hereby certify that the above and foregoing is a true and correct copy of 1931 Annual Report of the "CREDIT BANKERS INC., OF MARYLAND", as received and filed in this office the fourteenth day of December, A.D. 1931.

In Testimony Whereof, I have hereunto set my hand and official seal at Dover this tenth day of January in the year of our Lord one thousand nine hundred and sixty-three.

Elisha C Dukes

Secretary of State

G T Downs

Ass't Secretary of State

FORM 121

40

HARRY T. OWENS, and
LAURA V. OWENS, his wife,

Complainants,

vs.

CREDIT BANKERS, INC.,OF MARYLAND,
ET AL,

Respondents.

: No. 15,186 Equity

In The Circuit Court For

Anne Arundel County.

:

BOOK 145 PAGE 289

REPORT OF EXAMINER AND MASTER

9/18/62 The complainants filed a bill in equity, for a decree quieting their title to designated land in Anne Arundel County, Maryland, and declaring that they have absolute fee simple ownership and right of disposition of same free and clear of the respondents and all persons claiming under the latter, and perpetually enjoining the respondents and all persons claiming under them from asserting any claims of ownership to said property.They assert title under Statute 21 James 1, Chapter 16?(1623), 2 Alexander's British Statutes 599, and by adverse possession.

Code, Art. 16 sec. 128, allows one who is in possession of land under color of title, or under claim of adverse possession in himself and his predecessors in title, to sue in equity to quiet or remove a cloud on title if others claim, of record or otherwise, to own the land, and no action is pending to test the validity of such claim; provided that the only relief sought is a decree that plaintiff has absolute ownership and right of possession, and an injunction against assertion by the defendants of their claim, and that any person who appears of record to have such hostile outstanding right be made party, such proceeding to be regarded as being in rem.

FILED 1963 MAR 22 PM 3:04

The bill of complaint alleges, and the evidence before this Examiner establishes, the following facts:- A plat is recordéd in Plat Book 25 folio 34 of the Plat Records of Anne Arundel County, which shows a tract of land as subdivided into lots bordering on streets, as a development named "Elmhurst". In 1932, one of the complainants became owner of over a thousand of the lots, more than two-thirds of the subdivision. These lots of Laura V. Owens, at different parts of the subdivision, surrounded the following other lots not owned by the complainants:- lots 1, 2, 3, 4, 5, 6, 7 Block BB; lots 18, 19, 20, 21 Block CC; lots 3, 4 Block L; lots 3, 4, 7, 8 Block J; lots 57, 58, 59, 60 Block U; lots 6, 7 Block V. There were no improvements upon her lots or these other 23 lots

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Both complainants testify that beginning in April 1933, they farmed the 23 lots along with their own, as also the beds of the streets, plowing, cultivating, driving over them with tractors, and farming in general, and disregarding boundaries, and using the 23 lots the same way they did their own, for farming. "We just went on and took the whole thing". They continued doing this until 1957. The complainants had their tax assessment changed from lots to acreage, and "for many years" paid taxes on acreage that included the 23 lots and which was assessed to them. In all the time from April 1933 to now, no other person has occupied any part of the 23 lots, and nobody has made any claim to the complainants of any right, interest, or claim in or to the lots, and no litigations are now pending. The possession of the complainants was obvious for anybody to see. They went into possession upon the assumption that nobody owned the lots, so they went in and occupied them, under claim of title and ownership, with intention to acquire ownership. They were not conscious of being tresspassers, but felt that they owned the lots, and intended to claim ownership unless somebody else could prove a better right. It is believed that this establishes their title to the 23 lots by adverse possession, subject to the considerations below.

Marvin H. Anderson, lawyer, testifies that his examination of the land records shows the following:-

(a) Elmhurst Park Realty Company, Inc. was the last record owner of seventeen of the lots:- Lots 3, 4 Block J; lots 3,4 Block L; lots 57, 58, 59, 60 Block U; lots 6, 7 Block V; lots 1, 2, 3, 4, 5, 6, 7 Block BB. These lots were sold at tax sale November 14, 1933, to the County Commissioners. The sale was ratified, and the lots were conveyed to the County Commissioners October 26, 1938. The County Commissioners conveyed same to the complainants November 3, 1960.

(b) Credit Bankers Inc. of Maryland was the last record owner of lots 18, 19, 20, 21 Block CC. These were sold at tax sale October 15, 1935, to the County Commissioners. The sale was ratified, and the lots were conveyed to the complainants by the Treasurer and County Commissioners November 3, 1960.

(c) Gabriel Schuker and Carrie B. Schuker, his wife, were the last record owners of lots 7, 8 Block J, as tenants by entireties. These were sold at tax sale October 11, 1937, to the County Commissioners. The sale was finally ratified. The bill of complaint alleges that the County Commissioners conveyed these lots to the complainants November 10, 1953, although Mr. Anderson has not testified to this.

From the aforegoing, it seems that if the tax sales were valid, the complainants have acquired the tax sale titles by deeds from the County Commissioners. If the tax

sales are not valid, then the sales are null and void. (Free v Greene, 175 Md 36). Title remained in the former owners, against whom the complainants could and did acquire title by adverse possession. It is believed that the complainants are entitled to the relief prayed, provided process against the former owners of record has been sufficient, which is considered below.

A certificate of the Secretary of State of Delaware certifies that the certificate of incorporation of Elmhurst Park Realty Co. was voided April 1, 1929 for non-payment of franchise taxes. It ceased being qualified to do business in Maryland in 1929. The complainants made diligent search but could not ascertain the names and addresses of the last officers, directors, stockholders.

A certificate of the Secretary of State of Delaware shows that the certificate of incorporation of Credit Bankers Inc. of Maryland was voided April 1, 1934 for non-payment of franchise taxes. Complainants have not been able to ascertain the names and addresses of the last officers, directors, stockholders.

The same is the situation with regard to the Schukers.

Two subpoenas against all of said defendants were returned "non est", and this Court granted leave to proceed by order of publication. A sufficient order of publication was published, and a decree pro confesso was granted 2/13/63. This procedure appears sufficient, especially in that the statute provides that the proceeding is in rem.

3/22/63 The testimony was filed.

4/2/63 The case will be ready for decree. The decree submitted herewith is recommended.

E K Kaufman
Examiner and Master

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HARRY T. OWENS and LAURA V. OWENS, his wife	*	NO. 15,186 EQUITY
Complainants	*	IN THE
vs	*	CIRCUIT COURT
	*	FOR
CREDIT BANKERS, INC. OF MARYLAND and others	*	ANNE ARUNDEL COUNTY
Respondents	*	

* * * * *

DECREE

This cause standing ready for hearing and being submitted, the proceedings were read and considered by the Circuit Court for Anne Arundel County.

It is thereupon this 3rd day of April in the year Nineteen hundred sixty-three, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED, and DECREED:

1. That Harry T. Owens and Laura V. Owens, his wife, the Complainants, be and they are hereby declared to have the absolute fee-simple ownership and right of disposition of Lots numbered 18, 19, 20, and 21, all in Block CC; Lots numbered 3 and 4, both of Block lettered J; Lots numbered 3 and 4, both of Block lettered L; Lots numbered 57, 58, 59, and 60, all in Block lettered U; Lots numbered 6 and 7, both in Block lettered V; Lots numbered 1, 2, 3, 4, 5, 6, and 7, all in Block lettered BB; and Lots numbered 7 and 8, both in Block lettered J, all of said lots shown on the plat of Elmhurst which was originally recorded among the Plat Records of Anne Arundel County in Plat Book Liber W.N.W. No. 3, folio 45, later in Plat Cabinet No. 1, Rod L, Plat 15, and now in Plat Book No. 25, page 34, being all of the same property which was conveyed more particularly in the manner described in the Bill of Complaint filed in this cause, all of said property situate in the Fourth

Low Offices
ANDERSON & ANDERSON
Annapolis, Md.

FILED
1963 APR -3 PM 1:50

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Election District of Anne Arundel County in the State of Maryland, as against Credit Bankers, Inc. of Maryland, a former body corporate of the State of Delaware, J. D. Kynaston, Jr., also known as J. H. Kynaston, Jr., J. D. Kynaston, also known as J. H. Kynaston, and M. R. Kynaston, individually and as the last known officers, directors, and stockholders of Credit Bankers, Inc. of Maryland, and their unknown heirs, devisees, and personal representatives, if any of them are deceased, and the unknown last officers, directors, and stockholders of Credit Bankers, Inc. of Maryland, a former body corporate of the State of Delaware, and the unknown heirs, devisees, and personal or legal representatives of said unknown stockholders, if any of said stockholders are deceased, whether residents or non-residents of Maryland; and as against Elmhurst Park Realty Company, Inc., a former body corporate of the State of Delaware, Thomas J. Mehlman, William H. Rupp, and Thomas Hughes, individually and as the last known officers, directors, and stockholders of Elmhurst Park Realty Company, Inc., and their unknown heirs, devisees, and personal representatives, if any of them are deceased, and the unknown last officers, directors, and stockholders of Elmhurst Park Realty Company, Inc., a former body corporate of the State of Delaware, and the unknown heirs, devisees, and personal or legal representatives of said unknown stockholders, if any of said stockholders are deceased, whether residents or non-residents of Maryland; and as against Gabriel F. Schucker and Carrie B. Schucker, his wife, and the unknown heirs, devisees, and personal or legal representatives of the survivor of them, if either or both of them are deceased, whether residents or non-residents of Maryland.

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2. That Credit Bankers, Inc. of Maryland, a former body corporate of the State of Delaware, J. D. Kynaston, Jr., also known as J. H. Kynaston, Jr., J.D. Kynaston, also known as J. H. Kynaston, and M. R. Kynaston, individually and as the last known officers, directors, and stockholders of Credit Bankers, Inc. of Maryland, and their unknown heirs, devisees, and personal representatives, if any of them are deceased; and the unknown last officers, directors, and stockholders of Credit Bankers, Inc. of Maryland, a former body corporate of the State of Delaware, and the unknown heirs, devisees, and personal or legal representatives of said unknown stockholders, if any of said stockholders are deceased, whether residents or non-residents of Maryland; and Elmhurst Park Realty Company, Inc., a former body corporate of the State of Delaware, and Thomas J. Mehlman, William H. Rupp and Thomas Hughes, individually and as the last known officers, directors, and stockholders of Elmhurst Park Realty Company, Inc., and their unknown heirs, devisees, and personal representatives, if any of them are deceased, and the unknown last officers, directors, and stockholders of Elmhurst Park Realty Company, Inc., a former body corporate of the State of Delaware, and the unknown heirs, devisees, and personal or legal representatives of said unknown stockholders, if any of said stockholders are deceased, whether residents or non-residents of Maryland; and Gabriel F. Schucker and Carrie B. Schucker, his wife, and the unknown heirs, devisees, and personal or legal representatives of the survivor of them, if either or both of them are deceased, whether residents or non-residents of Maryland and all persons claiming by, from or under any of the respondents in this cause be and they are hereby permanently, perpetually, and forever enjoined from asserting any

claims of ownership to or against any portion of the said 23 lots of ground, the improvements thereon, or the rights and appurtenances thereto, by any action at law, in equity, or otherwise.

3. That the Complainants shall pay the costs of these proceedings.

D. Brent Duckett

Judge

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BOOK 145 PAGE 296

SEABOARD HOMES INVESTING CORP., a body corporate, 200 Sawmill River Road, Hawthorne, N. Y., Assignee of Seaboard Homes, Inc., Mortgagee	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
v.	:	
PLEASANT LIVING, INC., a body corporate, Harundale Mall Glen Burnie, Md., Mortgagor	:	IN EQUITY No 15,421

- - - - -

ORDER TO DOCKET FORECLOSURE SUIT

Mr. Clerk:

Please docket this foreclosure of chattel mortgage suit and file the certified copy of the mortgage from Pleasant Living, Inc., to Seaboard Homes, Inc., and the assignment thereof from Seaboard Homes, Inc., to Seaboard Homes Investing Corp., dated June 19, 1962 and recorded among the chattel records of Anne Arundel County in Liber G.T.C., No. 185, folio 323, which is attached hereto as Exhibit "A".

Alexander Harvey, II

Thomas W. Jamison, III

Thomas W. Jamison, III
1640 Maryland National Bank Bldg.,
Baltimore 2, Maryland
LExington 9-2520

Solicitors for Seaboard Homes Investing Corp., Assignee.

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AH/hh
1 & 5
6/5/

MARYLAND STATE STAMPS $4.40

EXHIBIT "A"

BOOK 145 PAGE 297

CHATTEL MORTGAGE

This CHATTEL MORTGAGE made this 19th day of June, 1962, by PLEASANT LIVING, INC., a body corporate of the State of Maryland, (the "Mortgagor"), to SEABOARD HOMES, INC., a body corporate of the State of New York, (the "Mortgagee"),

W I T N E S S E T H :

WHEREAS, the Mortgagor has purchased from the Mortgagee a model home known as "The Flamingo", which is presently located on premises leased by the Mortgagor from Harundale Mall, Inc., at Harundale Shopping Center, Anne Arundel County, Maryland; and

WHEREAS, the Mortgagor is indebted to the Mortgagee for the unpaid part of the purchase price of said model home in the sum of Two Thousand One Hundred Ninety-five Dollars ($2,195.00), evidenced by eleven (11) promissory notes dated May 25, 1962, maturing serially over a period of eleven (11) months commencing two (2) months after May 25, 1962, and bearing interest at twelve percent (12%) per annum, hereinafter called the "notes"; and

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WHEREAS, the Mortgagor, in order to secure the payment of said indebtedness and interest thereon, and the performance and observance of and compliance with all the covenants, terms and conditions in the notes and in this Chattel Mortgage contained, has duly authorized the execution and delivery of the notes and of this Chattel Mortgage;

NOW, THEREFORE, THIS CHATTEL MORTGAGE WITNESSETH:

That in consideration of the premises and of the amount due on account of the unpaid purchase price as above recited, and of other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order to secure payment of the principal of and interest on the notes according to the terms thereof, and to secure the performance of all covenants, terms and conditions herein and in the notes contained, the Mortgagor does hereby

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bargain, sell, assign and transfer unto the Mortgagee, its successors and assigns, one (1) model home in its entirety known as "The Flamingo", located at Harundale Shopping Center, Anne Arundel County, Maryland, together with all fittings, equipment and other appurtenances attached thereto and forming a part thereof;

PROVIDED that if the Mortgagor shall pay to the holder of the notes the principal and interest thereon as and when the same shall become due and payable, in accordance with the terms of this Chattel Mortgage and of the notes, and shall duly perform, observe and comply with the covenants, terms and conditions in the notes and in this Chattel Mortgage contained, then this Chattel Mortgage shall be void and of no effect; otherwise, it will be and remain in full force and effect. The remaining balance of the principal of the unpaid purchase price in the amount of $2,195.00 is represented by eleven (11) notes of the Mortgagor, all bearing interest at twelve percent (12%) per annum from date until payment, ten (10) notes of $200.00 each plus interest maturing two (2) months after date until eleven (11) months after date, and one (1) note of $195.00 plus interest maturing twelve (12) months after date. It is agreed that until default be made in the payment of the principal or interest of any of said notes, the said Mortgagor shall remain in possession of the property hereby mortgaged. But in the event that default shall be made in the payment of the principal or interest of any note when and as the same shall become due and payable, or in the event of any other default hereunder or under said notes, then Mortgagee ten (10) days after written notice of its intention to foreclose this Chattel Mortgage, shall have the right to declare all other notes forthwith due and payable and without due process of law immediately to take possession of the mortgaged property, to do all things necessary to preserve the same, including succeeding to the rights of Mortgagor in and under its lease with Harundale Mall, Inc., and to sell the above mort-

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gaged property in the following manner, that is to say: After giving at least fifteen (15) days notice of the time, place and terms of said sale in a newspaper of general circulation published in the said county, Mortgagee may offer said property for sale at public auction, on the premises or elsewhere, to the highest bidder; the proceeds of said sale to be applied first to the payment of all expenses connected therewith including a reasonable attorney's fee, and thereafter to the payment of the principal and interest remaining unpaid under aforesaid notes, and the balance of such proceeds, if any, to be paid to Mortgagor, it being understood and agreed that the Mortgagee shall be a competent bidder at such sale.

IN WITNESS WHEREOF, Mortgagor has duly executed this Chattel Mortgage the day and year first above written.

PLEASANT LIVING, INC.

ATTEST:

By /s/ Fred E. Scheibel
Fred E Scheibel

/s/ Robert B. Wagner
Robert B. Wagner

Notary (SEAL)

STATE OF NEW YORK }
COUNTY OF WESTCHESTER } SS:

I HEREBY CERTIFY that on this 11th day of June, 1962, before me the undersigned, a Notary Public of the State of New York, in and for the County of Westchester, personally appeared Mark F. McChesney, Treasurer of SEABOARD HOMES, INC., Mortgagor, and made oath in due form of law that the consideration of said Chattel 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.

/s/ John L. Pugh
Notary Public

JOHN L. PUGH
Notary Public in the State of New York
Appointed for Westchester County
No. 60-3170800
Commission expires March 30, 1963

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STATE OF MARYLAND }
CITY OF BALTIMORE } SS:

BOOK 145 PAGE 300

I HEREBY CERTIFY that on this 19th day of June, 1962, before me the undersigned, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Fred E. Scheible , President of PLEASANT LIVING, INC., and acknowledged the foregoing Chattel Mortgage to be the act and deed of said corporation.

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

/s/ Earline H. Selby
Notary Public

NOTARY
(SEAL)

Rec'd for record June 21, 1962, at 4:07 p.m.
Mailed to Alexander Harvey.

SEABOARD HOMES, INC., for value received, hereby assigns the within Chattel Mortgage to SEABOARD HOMES INVESTING CORP., Assignee.

IN WITNESS WHEREOF, SEABOARD HOMES, INC. has caused these presents to be executed by its President and its corporate seal to be affixed this 9th day of July, 1962.

NOTARY
(SEAL)

SEABOARD HOMES, INC.

By J. Ben Anno
President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing CHATTEL MORTGAGE is truly taken and copied from Liber G.T.C. No. 185, folio 323, one of the CHATTEL RECORD Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 9th day of JANUARY A. D., 196 3

Louis N. Phipps
Clerk of the Circuit Court for Anne Arundel County

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BOOK 145 PAGE 301

SEABOARD HOMES INVESTING CORP., a body corporate, Assignee of Seaboard Homes, Inc. Mortgagee	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
v.	:	
PLEASANT LIVING, INC., a body corporate, Mortgagor	:	

- - - - -

STATEMENT OF MORTGAGE DEBT

- - - - -

Statement of claim by Seaboard Homes Investing Corp., a body corporate, assignee under a chattel mortgage dated June 19, 1962 from Pleasant Living, Inc., a body corporate to Seaboard Homes, Inc., a body corporate, securing eleven promissory notes dated May 25, 1962 totaling in principal amount the sum of $2,195.00 with interest at 12%:

Mortgage balance as of February 1, 1963:	$2,195.00
Interest at 12% from May 25, 1962 to February 1, 1963	181.44
Total amount due	$2,376.44

State of New York)
) SS:
County of)

I HEREBY CERTIFY, That on this 1st day of February in the year nineteen hundred and sixty three before me, a notary public of the State and County aforesaid, personally appeared Jack F. McKeown, President of Seaboard Homes Investing Corp., 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,

Robert H. Bowman
Notary Public

ROBERT H. BOWMAN
Notary Public, State of New York
No. 44-0373850
Qualified in Rockland County
Term Expires March 30, 1963

My commission expires _____

FILED
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BOOK 145 PAGE 302

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 7, 1963

We hereby certify, that the annexed

Mortgage Sale

The Flamingo

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of March, 1963. The first insertion being made the 21st day of February, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1963 MAR -8 AM 11:05

No. M. G. 34424

OBER, WILLIAMS, GRIMES & STINSON, Attorneys
THOMAS W. JAMISON, III, Attorney
1640 Maryland National Bank Bldg.
Balto. 2, Md.

Mortgage Sale

Of Valuable Modern Model Home Property

Known As "The Flamingo"
Situate At Harundale Shopping Center
At Corner of Aquahart Rd. and Greenway Ave.

Under and by virtue of the power of sale contained in a mortgage from Pleasant Living, Inc. to Seaboard Homes Investing Corp., Assignee, the said Assignee will sell at public auction on the premises on

Mon., Mar. 11, 1963 at 11 o'clock A.M.

Terms Of Sale: CASH, removal in 5 days from the date of sale.
ALEX COOPER AUCTIONEERS, Inc.
212 N. Calvert St.
Balto. 2, Md.
PLaza 2-4868

M-7

Bond No. 76 37 980

BOOK 145 PAGE 303

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No. 15,421 Equity

KNOW ALL MEN BY THESE PRESENTS: LIBER 11 PAGE 584

That we, Mark F. McChesney, 200 Sawmill River Road Hawthorne, New York as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand and 00/100 ($2,000.00) ---------- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 11th day of March in the year of our Lord 1963

Whereas, the above bounden Mark F. McChesney

by virtue of the power contained in a mortgage from Pleasant Living, Inc.

to Seaboard Homes, Inc. & assigned to Seaboard Homes Investing Corp.

bearing date the 19th day of June, 1962 and recorded among the chattel mortgage records of Anne Arundel County in Liber No. 185 Folio 323 and Mark F. McChesney

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 Mark F. McChesney

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 Mark F. McChesney

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Mark F. McChesney (SEAL)

ROBERT H. BOWMAN
Notary Public, State of New York
No. 44-0373850
Qualified in Rockland County
Term Expires March 30, 1963

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Hilda V. Hunter *As to Surety*

By John W. Harrison, Jr. *Attorney-in-Fact*

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

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Bond approved this 11th day of March 1963

Louis N. Phipps, Clerk

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SEABOARD HOMES INVESTING CORP., a body corporate, Assignee of Seaboard Homes, Inc. Mortgagee	:	IN THE CIRCUIT COURT FOR
v.	:	ANNE ARUNDEL COUNTY
PLEASANT LIVING, INC., a body corporate, Mortgagor	:	IN EQUITY No. 15421

: : : :

REPORT OF SALE

: : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Mark F. McChesney respectfully shows:

1. That he is the President of Seaboard Homes Investing Corporation, assignee in these proceedings, and he was authorized by said assignee to sell the chattel referred to in paragraph two of this report.

2. That under and by virtue of the power of sale contained in the chattel mortgage filed in these proceedings, and the assignment thereof also filed herein, authorizing the sale of "The Flamingo" model home, the chattel in the mortgage contained, the said Mark F. McChesney, after having given bond in the approved security and 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, on February 21, 1963, offered the chattel in said mortgage described for sale at public auction on the premises where said chattel is located, namely on the parking lot of Harundale Mall Shopping Center at the corner of Aquahart Road and Greenway Avenue, in Anne Arundel County, Maryland, on March 11, 1963, at approximately 11:04 A. M.,

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and then and there sold the said chattel for the sum of $1,000.00 as an entirety unto Seaboard Homes Investing Corp., it being then and there the highest bidder therefor.

Respectfully submitted

Mark F. McChesney

STATE OF NEW YORK
SS:
COUNTY OF ~~ROCKLAND~~ NEW YORK

I HEREBY CERTIFY that on this 19th day of March, 1963, before me, the subscriber, a notary public in and for the State and County aforesaid, personally appeared Mark F. McChesney, the person making the aforegoing Report of Sale, and made oath in due form of law that the matters and things stated in the said Report of Sale are true and that the sale therein reported was fairly made.

Dorothy Breen
Notary Public

DOROTHY BREEN
Notary Public, State of New York
No. 41-0399925 Queens County
Cert. filed in New York County
Term Expires March 30, 1963

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BOOK 145 PAGE 306

SEABOARD HOMES INVESTING CORP., a body corporate, Assignee of Seaboard Homes, Inc. Mortgagee	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY No. 15421
v.	:	
PLEASANT LIVING, INC., a body corporate, Mortgagor	:	

CERTIFICATE OF PURCHASER

I HEREBY CERTIFY that on this 19th day of March 1963, before me, the subscriber, a Notary Public of the State of New York, in and for the county of ~~Rockland~~ New York, personally appeared Mark F. McChesney, President of Seaboard Homes Investing Corp., and made oath in due form of law that Seaboard Homes Investing Corp., was the purchaser at the foreclosure sale in this cause on March 11, 1963 and purchased the chattel as principal and not as agent for anyone, and that neither he nor Seaboard Homes Investing Corp., directly or indirectly discouraged anyone from bidding for "The Flamingo" model home mentioned in the Report of Sale, and that the price for said chattel was $1,000.00, being the highest bid made therefor.

SEABOARD HOMES INVESTING CORP.

By: Mark F. McChesney, Pres.
Mark F. McChesney, President

ATTEST: Richard I. Donner
RICHARD I. DONNER, Sec'y.

Dorothy Breen
Notary Public

DOROTHY BREEN
Notary Public, State of New York
No. 41-0399925 Queens County
Cert. filed in New York County
Term Expires March 30, 1963

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BOOK 145 PAGE 307

SEABOARD HOMES INVESTING CORP., a body corporate, Assignee of Seaboard Homes, Inc. Mortgagee	:	IN THE CIRCUIT COURT
v.	:	FOR
PLEASANT LIVING, INC., a body corporate, Mortgagor	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
		No. 15421

ORDER RATIFYING SALE

It is this 21st day of March, 1963, by the Circuit Court for Anne Arundel County, sitting in Equity

ORDERED that the public sale of the chattel made and reported by Mark F. McChesney, who was authorized to sell the chattel by Seaboard Homes Investing Corp., assignee, under and by virtue of a power of sale, be, and the same is hereby, finally ratified and confirmed; and that the said Mark F. McChesney be allowed the usual commissions and such proper expense as he shall produce vouchers for the the Auditor.

D. Bruce Duckett
Judge

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1963 MAR 22 AM 11:00

BOOK 145 PAGE 308

In the Case of

SEABOARD HOMES INVESTING CORPORATION,
etc.

VS.

PLEASANT LIVING, INC.

In the

Circuit Court

For

Anne Arundel County

No. #15,421 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.

Arthur A. Anderson Jr.
Auditor.

March 27, 1963

FINAL ORDER

ORDERED BY THE COURT, this 15th day of April, 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: C. Tolliver, deputy

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1963 APR 15 AM 10:38

12

Dr. Mortgaged Chattels of Pleasant Living, Inc.

In Acct. with Seaboard Homes Investing Corporation, Assignee

				Cr.
By	Amount of Sale, as per Assignee's			
	Report of Sale filed		1000 00	
				1000 00
To	Assignee, for commissions, viz	58 00		
			58 00	
To	Assignee, for court costs, viz			
	Plaintiff's Solicitor, appearance fee	10 00		
	Clerk, court costs	19 00		
	Auditor, this account	22 50		
			51 50	
To	Assignee, for disbursements, viz			
	Fidelity & Deposit Co.---bond	10 00		
	Alex Cooper			
	Auctioneer's fee 25.00			
	Advertising Maryland Gazette 24.93	49 93	59 93	
To	Seaboard Homes Investing Corp., Assignee,			
	on account of mortgaged claim		830 57	
				1000 00
	Balance due on mortgage, as per mortgage			
	claim filed	2376 44		
	Interest, 6%, on principal balance			
	$2195.00 from 2/1/63 to 4/15/63	27 44		
		2403 88		
	Credit amount allowed above	830 57		
	This amount subject to decree			
	in personam	1573 31		

In the Matter of the Sale of the Mortgaged Real Estate of William H. Coeyman and Mabel V. Coeyman, His Wife, Rt. 5, Box 147-B, Pasadena, Md.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	:	BOOK 145 PAGE 310
	:	EQUITY NO. 15,331

MR. CLERK:

Please docket the original Mortgage (dated November 18, 1961, recorded among the Land Records of Anne Arundel County in Liber GTC 1525, Folio 283) in this suit.

Michael Demyan

Michael Demyan, Attorney
16 Crain Highway, S. W.
Glen Burnie, Maryland

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1962 DEC 10 PM 3:39

No. 15,331 Equity

BOOK 1525 PAGE 283

BOOK 145 PAGE 311

This Mortgage, Made this 18th day of November , 19 61

by and between WILLIAM H. COEYMAN and MABEL M. COEYMAN, his wife

hereinafter referred to as MORTGAGORS, and MARYLAND NATIONAL BUILDING AND LOAN ASSOCIATION, INC., a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☐ B ☐ C ☐ GI as herein indicated, and being the holder of 20 shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 2,000.00 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.

WITNESSETH, That for and in consideration of the premises and the sum or One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all th ose lots of ground, situate, lying and being in the Third Election of Anne Arundel County , and more particularily described as follows:

BEING known and designated as Lots No. 767, 768, 769, 770, and 771 as shown on the Plat of Magothy Beach (also known as " Upper Magothy Beach") as recorded among the Plat Records of Anne Arundel County in Plat Book No. 9, folio 43.

BEING also the same property which the parties of the first part acquired from Warren G. Eyerly and Ethel L. Eyerly, his wife, by deed dated November 18,1961 and recorded among the land records of Anne Arundel County immediately prior hereto.

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

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the ances and advantages to the same belonging or in anywiserights, roads, alleys, ways, easements, privileges, appurten 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 Mortgagee shall be void.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 32.60 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 $ 10.40 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

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

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or Frankie Wilson, 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.

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 improvement on the hereby mortgaged land to the amount of at least $ 2,000.00 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.

AND it is further agreed that in case the MORTGAGORS cease to own, sell, transfer or dispose of the within described property, without first obtaining the assent in writing of the MORTGAGEE, then the unpaid balance shall immediately become due, and in default of payment this mortgage may be foreclosed.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Michael Demyan

MICHAEL DEMYAN

William H Coyman (SEAL)
William H. Coeyman

Mable V Coeyman (SEAL)
Mabel V.. Coeyman

(SEAL)

(SEAL)

5

BOOK 145 PAGE 314

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT: BOOK 1525 PAGE 286

I HEREBY CERTIFY, That on this 18th day of November, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared WALTON D. WILSON the Vice President of MARYLAND NATIONAL BUILDING AND LOAN ASSOCIATION, INC., 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. ..... Michael Demyan
Notary Public.

MICHAEL DEMYAN

MICHAEL DEMYAN NOTARY PUBLIC ANNE ARUNDEL COUNTY

Rec'd for record Nov. 21, 1961 at 11:17 A.M.
Mailed to Frankie Wilson

9.50

(2) J

Mortgage

FROM
WILLIAM H. COEYMAN and
MABEL V. COEYMAN, wife

TO
MARYLAND NATIONAL BUILDING AND LOAN ASSOCIATION, INC.

MORTGAGE ACCOUNT NO. .....

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1961 NOV 21 AM 11:17
& RECORDED IN LIBER GTC
NO. 1525 FOLIO 283
GEO. T. CROMWELL, CLERK

LAW OFFICE
FRANKIE WILSON
25 Baltimore-Annapolis Boulevard, N.W.,
GLEN BURNIE, MARYLAND

Pd 9.50

FOR VALUE RECEIVED, The ~~Glen Burnie Savings and Loan Association, of Anne Arundel County,~~ MARYLAND NATL. BLDG. AND LOAN ASSN., INC. hereby releases the within mortgage.

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

ATTEST:

MARYLAND NATIONAL BUILDING AND LOAN ASSOCIATION, INC., A BODY CORPORATE,

By .....
President. Secretary.

BOOK 145 PAGE 315

In the Matter of the Sale of the Mortgaged Real Estate of William H. Coeyman and Mabel V. Coeyman, His Wife, Route 5, Box 147-B, Pasadena, Md.	"	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 15,331

STATEMENT OF MORTGAGE CLAIM

Balance due on Mortgage (A/C 5255) as of August 1, 1962 - $1,766.70

Insurance on Premises - November 16, 1962 . . . . . - 16.55

Interest from Sept. 1, 1962 to December 1, 1962 . . . . = 35.32

TOTAL $1,818.57

December 7, 1962

MARYLAND NATIONAL BUILDING AND LOAN ASSOCIATION, INC.

By Walton D. Wilson
Walton D. Wilson, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, 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 Anne Arundel County, personally appeared Walton D. Wilson, President of Maryland National Building and Loan Association, Inc., and made oath in due form of law that the above Statement of Account is true and correct, as herein stated.

AS WITNESS my hand and Notarial Seal.

Vivian D. Schaumloeffel
Vivian D. Schaumloeffel, Notary Public

FILED

1962 DEC 10 PM 3:39

IN THE MATTER OF THE SALE
OF THE MORTGAGED REAL ESTATE OF

William H. Coeyman and
Mabel V. Coeyman, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity No. 15,331

BOOK 145 PAGE 316

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 Michael Demyan

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.

Michael Demyan
Affiant

Subscribed and sworn to before me this
11th day of December 1962.

Betty K. Harris
Notary Public BETTY K. HARRIS

BETTY K. HARRIS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

FILED
1962 DEC 11 PM 1:39

7

15,331

MICHAEL DEMYAN, Attorney
16 Crain Highway, N.
Glen Burnie, Md.

Mortgage Sale

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF WILLIAM H. COEYMAN AND MABEL V. COEYMAN, HIS WIFE
LOTS 767, 768, 769, 770, 771 MAGOTHY BEACH, IN FEE SIMPLE AND IMPROVEMENTS, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power and authority contained in a Mortgage from William H. Coeyman and Mabel V. Coeyman, His Wife, dated November 18, 1961, to Maryland National Building and Loan Association, Inc., and duly recorded among the Records of Anne Arundel County in Liber GTC 1525, Folio 283 (default having occurred thereunder), the undersigned Attorney will sell at COURT HOUSE DOOR — Church Circle — Annapolis, Md.

Friday, Jan. 11, 1963
at 11:00 A.M.

all those lots of ground and improvements thereon located in Magothy Beach, Third Election District, Anne Arundel County, and described as follows:

ALL those lots known and designated as lots number 767-768-769-770-771, as shown on the Plat of Magothy Beach (also known as "Upper Magothy Beach") as recorded among the Plat Records of Anne Arundel County in Plat Book 9, Folio 43.

BEING the same lots which by Deed of November 18, 1961 and recorded among the aforesaid Land Records prior to said Mortgage, were conveyed by Warren G. Eyerly and Ethel L. Eyerly, His Wife, to the said William H. Coeyman and Mabel V. Coeyman, His Wife.

TERMS OF SALE: A deposit of four hundred dollars ($400.00) will be required of the purchaser at time of sale, with interest at six per cent (6 per cent) and documentary stamps, taxes to be adjusted to date of sale, balance purchase price upon ratification.

MICHAEL DEMYAN, Attorney
ROBERT H. CAMPBELL
Auctioneer

J-3

No. 8

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 145 PAGE 317

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 14, 1963

We hereby certify, that the annexed

Mortgage Sale

William H. Coeyman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of January, 1963. The first insertion being made the 13th day of December, 1962.

FILED
5 PM 1:40
JAN. 15, 1963

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

220968

LIBER 11 PAGE 531

ROYAL INDEMNITY COMPANY

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

BOOK 145 PAGE 318

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

No. 15,331 Equity

Bond No. 400054

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Michael Demyan, 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 Two Thousand, Five Hundred Dollars ($2,500.00), 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 8th day of January, 1963.

WHEREAS, under and by virtue of the power and authority vested in the said Michael Demyan, as Attorney named in Mortgage for the purpose of foreclosure of a certain Mortgage recorded among the Mortgage Records of Anne Arundel County, from William H. Coeyman and Mabel V. Coeyman, His Wife, to the Maryland National Building and Loan Association, (the Mortgagor 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 Michael Demyan, 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:

J. Wm. Kuethe, Jr.

Michael Demyan (SEAL)
MICHAEL DEMYAN

ROYAL INDEMNITY COMPANY

BY: J. William Kuethe
ATTORNEY-IN-FACT

The above bond is this 10 day of January '63 at 11:47 o'clock A.M. approved.

Louis N. Phipps Clerk

FILED

JAN 10 11 11:47

9

In the Matter of the Sale of the Mortgaged Real Estate of William H. Coeyman and Mabel V. Coeyman, His Wife, Rt. 5, Box 147-B, Pasadena, Md.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 15,331

BOOK 145 PAGE 319

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale by Michael Demyan, Attorney named in Mortgage, dated November 18, 1961, from William H. Coeyman and Mabel V. Coeyman, His Wife, to Maryland National Building & Loan Association, Inc., and recorded among the Land Records of Anne Arundel County in Liber GTC 1525, Folio 283, which Mortgage is filed in said cause pending, respectfully shows:

That after giving Bond with security for the faithful discharge of his trust, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than three weeks consecutively preceding the day of sale, Michael Demyan, 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 11th day of January, 1963, at 11:00 A.M., attended at the Court House Door, Annapolis, Maryland, and then and there sold the property described in said Mortgage, which property is more particularly described as follows:

ALL those lots of ground and improvements thereon located in Magothy Beach, Third Election District, Anne Arundel County, known and designated as lots numbers 767-768-769-770-771, as shown on the Plat of Magothy Beach (also known as "Upper Magothy Beach") as recorded among the Plat Records of Anne Arundel County in Plat Book 9, Folio 43.

BEING the same lots which by Deed of November 18, 1961 and recorded among the aforesaid Land Records prior to said Mortgage, were conveyed by Warren G. Byerly and Ethel L. Eyerly, His Wife, to the said William H. Coeyman and Mabel V. Coeyman, His Wife. Improved by a one-story frame dwelling.

TERMS OF SALE: Deposit of four hundred dollars ($400.00) at time of sale and balance upon ratification by the Court, with interest at 6% from date of sale; documentary stamps, taxes to be adjusted to date of sale.

The said property was sold, as aforesaid, to Maryland National Building & Loan Association, Inc.,

at and for the sum of One Thousand Five Hundred ($1,500.00) Dollars, the said purchaser being then and there the highest bidder, and that said sale was fairly made.

Michael Demyan

Michael Demyan, Attorney named in Mortgage,
16 Crain Highway, S.W., Glen Burnie, Md.

FILED
1963 FEB 11 AM 11:04

17

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 11th day of January, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Michael Demyan, Attorney named in aforesaid Mortgage, and made oath in due form of law that the matters and facts set forth in above Report of Sale are true to the best of his knowledge, information and belief, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Betty K. Harris
Notary Public
BETTY K. HARRIS

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
	:	FOR
WILLIAM H. COEYMAN and MABEL V. COEYMAN, his wife	:	ANNE ARUNDEL COUNTY
	:	NO. 15,331 EQUITY

BOOK 145 PAGE 321

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 7th day of February, 1963, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Walton D. Wilson, who made oath in due form of law as follows:

(A) That he is the President of the Maryland National Building & Loan Association, for whom he was acting as agent in the purchase of the property in this foreclosure proceeding.

(B) That he has no knowledge of any other persons who were interested in the purchase of said property and that he did not represent any other principal.

(C) That he has not directly or indirectly discouraged anyone from bidding on said property.

WITNESS my hand and Notarial Seal.

Walton D. Wilson

BETTY K. HARRIS
Notary Public

FILED
FEB 11 AM 11:04
1963

12

ORDER NISI

BOOK 145 PAGE 322

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF WILLIAM H. COEYMAN AND MABEL V. COEYMAN, HIS WIFE ~~XXXXX~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,331 Equity

Ordered, this 11th day of February, 19 63, That the sale of the property in these proceedings mentioned made and reported by Michael Demyan, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of March next.

The report states that the amount of sale was $1,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

MICHAEL DEMYAN, ATTY. FOR: MARYLAND GAZETTE Feb. 14th Edition

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF WILLIAM H. COEYMAN AND MABEL V. COEYMAN, HIS WIFE ~~XXXXX~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of March, 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.

O. Bowie Duckett

JUDGE.

FILED

1963 MAR 19 PM 2:00

13

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,331 EQUITY

In the Matter of the Mortgaged Real Estate of
WILLIAM H. COEYMAN and
MABEL V. COEYMAN, his wife

Ordered, this 11th day of February, 1963, That the sale of the property in these proceedings mentioned made and reported by Michael Demyan, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of March next.

The report states that the amount of sale was $1,600.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

M-7

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 145 PAGE 323

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 7, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,331

William H. Coeyman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of March, 1963. The first insertion being made the 14th day of February, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 MAR -8 AM 11:04

No. M. G. 34454

By H. Tilghman

14

BOOK 145 PAGE 324

In the Case of

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF WILLIAM H. COEYMAN and MABEL V. COEYMAN, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,331 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 MAR 26 PM 3:22

All of which is respectfully submitted.

Auditor.

March 26, 1963

FINAL ORDER

ORDERED BY THE COURT, this 11th day of April, 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 APR. 11

15

Dr. Mortgaged Real Estate of William H. Coeyman and Mabel V. Coeyman, his wife

In Acct. with Michael Demyan, Attorney Named in Mortgage

				Cr.
By	Amount of Sale, as per Attorney's			
	Report of Sale filed	1500 00		
By	Interest, 6%, on deferred payment,			
	$1,100.00 from 1/11/63 to 3/20/63	12 83		
				1512 83
To	Attorney, for fee, viz	50 00		
To	Attorney, for commissions, viz	76 50		
				126 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.			
	Advertising & Nisi Sale	71 00		
	Royal Indemnity Company----bond	10 00		
	Robert H. Campbell, auctioneer's fee	25 00		
				106 00
To	Maryland National Banking & Loan Association, Inc., Mortgagor,			
	on account of mortgage claim			1219 83
				1512 83
	Balance due on mortgage, as per			
	claim filed	1818 57		
	Interest, 6%, on principal balance,			
	$1766.70 from 12/1/62 to 4/12/63	42 37		
		1860 94		
	Credit amount allowed above	1219 83		

	this amount subject to decree in						
	personam	641	11				

BOOK 145 PAGE 327

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY
119 Park Avenue, Balto. 1

vs

WILLIAM REISFELD ENTERPRISES, INC., and ALBERT F. REISFELD and MARIAN O. REISFELD, his wife
4 Doris Ave., Lake Shore
Anne Arundel County, Md.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,315 Equity

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff respectfully represents:

That on the 30th day of September, 1960, the defendants executed and delivered to Occident Federal Savings and Loan Association of Baltimore City, a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure payment of the mortgage debt of $8,000.00, and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

And that a default has occured under the terms and conditions of said mortgage.

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

AND, AS IN DUTY, ETC.

O'Ferrall & O'Ferrall

O'Ferrall & O'Ferrall, Attorneys
1204 Mercantile Trust Building
Baltimore 2, Maryland
PLaza 2 - 1228

FILED

1962 NOV 28 AM 9:14

No. 15, 315 Equity

Petitioners Exhibit No 1.

BOOK 145 PAGE 328

BOOK 1427 PAGE 447

This Mortgage, made this 3rd day of ~~August~~ September.

in the year one thousand nine hundred and sixty, between

WILLIAM REISFELD ENTERPRISES, INC., and ALBERT F. REISFELD and MARIAN O. REISFELD, his wife,

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

Whereas the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY has this day loaned to WILLIAM REISFELD ENTERPRISES, INC., and ALBERT F. REISFELD and MARIAN O. REISFELD, his wife,

the sum of EIGHT THOUSAND AND 00/100. . . . . .$8,000.00. .. DOLLARS, ~~(being part of the purchase money for the property hereinafter described)~~ which said sum the said Mortgagors 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-Seven and 51/100 . . . . . .$67.51. . . . . DOLLARS, plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

First: To the payment of interest;

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

Third: Towards the payment of the aforesaid principal sum.

This mortgage may be paid at any time before maturity by paying the balance of principal, all arrears of interest due thereon, and ninety (90) days' interest in advance, in accordance with the provisions of Section 145.6-12 of the Federal regulations governing prepayments.

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.

Now Therefore, this mortgage witnesseth, that in consideration of the premises and of One Dollar, the said WILLIAM REISFELD ENTERPRISES, INC., and ALBERT F. REISFELD and MARIAN O. REISFELD, his wife,

do grant unto the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, its successors and assigns, all that lot, piece, or parcel of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 4, as shown on a Plat of Lyndale recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, folio 27. The improvements thereon being known as No. 4 Doris Avenue.

BEING the same lot of ground in a Deed dated May 19, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1397, folio 359, from Donald Edward Campbell and Freda Charles Campbell, his wife, to William Reisfeld Enterprises, Inc.

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1962 NOV 28 AM 9:14

1760

2

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

To Have and to Hold the said lot of ground and premises unto the said body corporate, party hereto of the second part, 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~~ in fee simple.

If, however, the said Mortgagor s, their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on their part contained, then this mortgage shall be void.

And the said Mortgagor s for themselves, their heirs, executors, administrators and assigns, covenant with the said Occident Federal Savings and Loan Association of Baltimore City, its successors and 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, windstorm and other insurable hazards for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee; the proceeds of any loss thereunder to be paid to the Mortgagee alone, and not to the Mortgagee and Mortgagors jointly.

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

IV: To pay all 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 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 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

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

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

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage, as herein provided), or the said Mortgagor s hereby also authorize the said Mortgagee, its successors or assigns, or John P. O'Ferrall, its duly authorized attorney or agent, after default in the terms and conditions of this mortgage, to sell the herein mortgaged property, and any such sale, whether under the above consent 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 the sale of said property under the powers herein granted the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property, equal to the commission usually allowed Trustees for making sale of similar property, by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than fifty. . . . . .$50.00. .dollars;

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

Third, the balance, if any, to the said Mortgagors, their heirs, executors, administrators or assigns.

Witness the hand s and seal s of the said Mortgagor s, and the corporate seal of said body corporate, and the signature of Albert F. Kirk, 2d, president thereof.

WITNESS:

WILLIAM REISFELD ENTERPRISES, INC.

By: Albert F. Kirk, 2d [SEAL]
Albert F. Kirk President

John P. O'Ferrall

Albert F. Reisfeld [SEAL]
Albert F. Reisfeld

Marian O. Reisfeld [SEAL]
Marian O. Reisfeld

[SEAL]

BOOK 1427 PAGE 449

State of Maryland, City of Baltimore, to wit:

I Hereby Certify that on this 30th day of ~~August~~ September, 19 60, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared Albert F. Kirk, 2d, President of Willaim Reisfeld Enterprises, Inc., and Albert F. Reisfeld and Marian O. Reisfeld, his wife,

the Mortgagor s named in the aforegoing mortgage and acknowledged said Mortgage to be their act. and the corporate act of said body corporate.

At the same time also appeared William L. Cooney President of said 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.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

JOHN P. O'FERRALL NOTARY PUBLIC BALTIMORE

John P. O'Ferrall, *Notary Public.*

$ 8 00

Rec'd for record Oct. 3, 1960 at 9:49 A.M.
Mailed to O'Ferrall & O'Ferrall

BOOK 145 PAGE 331

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY vs WILLIAM REISFELD ENTERPRISES, INC., and ALBERT F. REISFELD and MARIAN O. REISFELD, his wife	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY No. 15,315 Equity

NON-MILITARY SERVICE AFFIDAVIT

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 J. McCORMICK, Secretary of Occident Federal Savings and Loan Association of Baltimore City, 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 of America;

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

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

(4) Said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for Military Service.

John P. O'Ferrall, Notary Public

William J. McCormick, Secretary, Affiant

FILED

1962 NOV 28 AM 9:13

5

BOOK 145 PAGE 332

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

vs

WILLIAM REISFELD ENTERPRISES, INC., and ALBERT F. REISFELD and MARIAN O. RESIFELD, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY

No. 15,315 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Occident Federal Savings and Loan Association of Baltimore City, under the mortgage from William Reisfeld Enterprises, Inc., and Albert F. Reisfeld and Marian O. Reisfeld, his wife, to Occident Federal Savings and Loan Association of Baltimore City, dated September 30, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1427, folio 447:

Month of November, 1962

Mortgage loan dated 9/30/60	$ 8,000.00
Payments credited, less expenses and interest to November 30, 1962	286.29
Balance due Association	$ 7,713.71

William J. McCormick, Secretary

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, personally appeared WILLIAM J. McCORMICK, Secretary of Occident Federal Savings and Loan Association of Baltimore City, the plaintiff in the above entitled cause, and made oath in due form of law that the aforegoing is a just and true statement of the amount of the mortgageclaim under the mortgage filed in the said cause now remaining due and unpaid.

FILED
1962 NOV 28 AM 9:14

John P. O'Ferrall, Notary Public.

6

BOOK 145 PAGE 333

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY vs WILLIAM REISFELD ENTERPRISES, INC., and ALBERT F. REISFELD and MARIAN O. REISFELD, his wife	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY No. 15,315

DECREE FOR SALE OF MORTGAGED PREMISES

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

It is Thereupon this 21st day of November, in the year nineteen hundred and sixty-two, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said Mortgage; that JOHN P. O'FERRALL 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 TEN THOUSAND DOLLARS ($10,000.00), 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 advertisment, inserted in such 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 Eight Hundred Dollars ($800.00) at time of sale, balance in cash upon final ratification of sale by this Court, thecredit payment to bear interest from the day of sale, and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of saidsale; and on obtaining the Court's ratification of thesale; 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 hereinbefore decreed shall be made, a statement of the mortgageclaim, duly verified by affidavit, as required by law, be filed in said cause.

O. Morris Dunbar
Judge

FILED
1962 NOV 30 PM 1:44

8

TRUSTEE'S BOND

BOOK 145 PAGE 335
LIBER 11 PAGE 537

No. 15,315 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, John P. O'Ferrall, Trustee

and THE ÆTNA CASUALTY AND SURETY COMPANY OF HARTFORD, CONNECTICUT are held and firmly bound unto the State of Maryland in the full and just sum of $10,000.

Ten Thousand.....00/100...

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 15th day of January in the year nineteen hundred and sixty three.

WHEREAS, by decree of the Circuit Court for Anne Arundel County, sitting in Equity, passed in a cause in said court on the 28th day of November nineteen hundred and sixty two, between Occident Federal Savings and Loan Association of Baltimore City complainants, and William Reisfield Enterprises, Inc. and Albert F. Reisfield and Marion Reisfield, His Wife respondents, the above bound John P. O'Ferrall, Trustee has been appointed Trustee to make sale of the Real Estate and premises in the proceedings in said cause mentioned:

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH

That if the above bounden John P. O'Ferrall

do and shall well and truly and faithfully perform the trust reposed in him by aforesaid decree, or that may be reposed in him by any further 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 Jane Baggerly
Mary Jane Baggerly

John P. O'Ferrall (SEAL)

(SEAL)

THE ÆTNA CASUALTY AND SURETY COMPANY

BY: John P. O'Ferrall (SEAL)
Attorney-in-fact

(SEAL)

Bond approved this 15th day of January, 1963

Louis N. Phipps, Clerk
By ... Deputy

FILED
1963 JAN 15 PM 2:00

B-152

9

15, 315

O'FERRALL & O'FERRALL
Solicitors
1204 Mercantile Trust [illegible]ding
Baltimore 2, Maryland

Trustee's Sale

of valuable fee simple property

NO. 4 DORIS AVENUE, LAKE SHORE, 3RD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

By virtue of decree of the Circuit Court for Anne Arundel County in Equity (No. 15,315), the undersigned Trustee will sell at public auction, on the premises, on

Tues., Jan. 15, 1963 at 3:00 O'Clock P.M.

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

Being Known and Disignated as Lot No. 4, as shown on a Plat of Lyndale recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, folio 27. The improvements thereon being known as No. 4 Doris Avenue. Improved by a 1-STORY ASBESTOS SHINGLE BUNGALOW. In Fee Simple.

Subject to any and all conditions, agreements, easements, or restrictions of record affecting same, if any.

TERMS OF SALE: Cash. A deposit of Eight Hundred Dollars ($800.00) will be required of the purchaser at the time and place of sale; balance upon ratification of the sale by the Circuit Court for Anne Arundel County in Equity. All expenses, including special paving tax, if any, to be adjusted to the date of sale. Costs of documentary stamps to be borne by purchasers. Balance of purchase money to bear interest from the date of sale to date of settlement.

JOHN P. O'FERRALL,
Trustee

A. J. BILLIG & Co., AUCTS.
16 E. Fayette St., Balto. 2, Md.
PL 2-8440

D-10

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 145 PAGE 336

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 14, 1963

We hereby certify, that the annexed

Trustee's Sale
No. 4 Doris Ave,
Lake Shore

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of January, 1963. The first insertion being made the 20th day of December, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

FILED
JAN 15 PM 1:40
JAN. 15 - 1963

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY,
IN EQUITY
DOCKET NO.
CASE NO. 15,315

BOOK 145 PAGE 337

AGREEMENT'S AGREEMENT

I hereby certify that I have, on this 15th day of January, 1963, sold the property described in the attached advertisement of sale, at and for the sum of Eight Thousand ~~12~~ DOLLARS to Accident Federal Savings & Loan Assn of Baltimore City BEING AT THAT FIGURE the highest bidder therefore, and I further certify that the sale was fairly made.

A.J.BILLIG & CO.

By _____ Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have on this 15th day of January, 1963, purchased the property described in the attached advertisement of sale from John P. O'Ferrall, Trustee, at and for the sum of $ 8000.00 and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Accident Federal Savings and Loan Association of Baltimore City

By: William L. Cooney
William L. Cooney, President Purchaser

_____ Purchaser

TEST: _____

FILED

1963 JAN 23 PM 12:07

104

REPORT OF SALE

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE
	:	
	:	CIRCUIT COURT FOR
vs.	:	
	:	ANNE ARUNDEL COUNTY
WILLIAM REISFELD ENTERPRISES, INC., et al	:	IN EQUITY
	:	
	:	Case No. 15,315 Equity
	:	Docket 20
	:	Folio 401
	:	

BOOK 145 PAGE 338

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

The Report of Sale of John P. O'Ferrall, Trustee appointed by the decree in the above entitled cause, to make sale of the fee simple property known as No. 4 Doris Avenue, 3rd Election District, 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 daily newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Tuesday the 15th day of January, 1963 at 3:00 o'clock p.m. attend on the premises and then and there sold the fee simple property known as No. 4 Doris Avenue, 3rd Election District, Anne Arundel County and more particularly described in a copy of the advertisement attached hereto unto Occident Federal Savings and Loan Association of Baltimore City at and for the sum of $8,000.00, it being then and there the highest bidder therefor.

John P. O'Ferrall, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY that on this 22nd day of January, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for

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1963 JAN 23 PM 12:07

the City of Baltimore aforesaid, personally appeared John P. O'Ferrall, 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.

Colleen H. Joynes
Notary Public

O'FERRALL & O'FERRALL
Solicitors
1204 Mercantile Trust Building
Baltimore 2, Maryland

Trustee's Sale

of valuable fee simple property

NO. 4 DORIS AVENUE, LAKE SHORE, 3RD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

By virtue of decree of the Circuit Court for Anne Arundel County in Equity (No. 15,315), the undersigned Trustee will sell at public auction, on the premises, on

Tues., Jan. 15, 1963
at 3:00 O'Clock P.M.

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

Being Known and Disignated as Lot No. 4, as shown on a Plat of Lyndale recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, folio 27. The improvements thereon being known as No. 4 Doris Avenue. Improved by a 1-STORY ASBESTOS SHINGLE BUNGALOW. In Fee Simple.

Subject to any and all conditions, agreements, easements, or restrictions of record affecting same, if any.

TERMS OF SALE: Cash. A deposit of Eight Hundred Dollars ($800.00) will be required of the purchaser at the time and place of sale; balance upon ratification of the sale by the Circuit Court for Anne Arundel County in Equity. All expenses, including special paving tax, if any, to be adjusted to the date of sale. Costs of documentary stamps to be borne by purchasers. Balance of purchase money to bear interest from the date of sale to date of settlement.

JOHN P. O'FERRALL,
Trustee

A. J. BILLIG & Co., AUCTS.
16 E. Fayette St., Balto. 2, Md.
PL 2-8440 D-10

12

ORDER NISI

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

WILLIAM REISFELD ENTERPRISES, INC., ET AL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,315 Equity

BOOK 145 PAGE 340

Ordered, this 23rd day of January, 19 63, That the sale of the property in these proceedings mentioned made and reported by John P. O'Ferrall, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of March next.

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

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

O'Ferrall & O'Ferrall, Attys. For: MARYLAND GAZETTE Jan. 31st Edition

(Final Order)

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

WILLIAM REISFELD ENTERPRISES, INC., ET AL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of June, 19 63 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 MAR 13 AM 11:43

13

OFFICE F

BOOK 145 PAGE 341

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 25, 1963

We hereby certify, that the annexed Order Nisi Sale Eq. 15,315 William Reisfeld Enterprises, Inc.

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 March, 1963. The first insertion being made the 31st day of January, 1963

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1963 FEB 27 PM 4:07

By H. Tilghman

No. M.G. 34385

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Mo. 15,315 Equity

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

VERSUS

WILLIAM REISFELD ENTERPRISES, INC., ET AL

Ordered, this 23rd day of January, 1963, That the sale of the property in these proceedings mentioned made and reported by John P. O'Ferrall, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of March next.

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

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS Clerk

F-21

STATE OF MARYLAND, City of Baltimore, Sct.: BOOK 145 PAGE 342

I HEREBY CERTIFY, That on this 15th DAY OF January

19 63, before me, the subscriber, a Notary Public of the State of Maryland,

in and for City of Baltimore AFORESAID, personally appeared

William L. Cooney, Pres. of Occident Federal Savings & Loan Association of Baltimore City / Purchaser at

the foreclosure sale in this cause, and made oath in due form of law that he

is the President of 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.

William L. Cooney

Purchaser William L. Cooney, Pres.
Occident Federal Savings and Loan
Association of Baltimore City
(Rule BR 6-2 Sale of Real Property
or Chattels Real and BR 6-C-3
Affidavit of Purchaser) Page 519 & 520

William J. McCormick Notary Public

FILED

1963 MAR 13 AM 8:54

15

BOOK 145 PAGE 343

In the Case of

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

VS.

WILLIAM REISFELD ENTERPRISES, INC., ET AL

In the

Circuit Court

For

Anne Arundel County

No. #15,315 Equity

FILED
1963 MAR 28 AM 10:43

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.

Arthur A. Anderson, Jr.
Auditor.

March 28, 1963

FINAL ORDER

ORDERED BY THE COURT, this 16th day of April, 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: E. Fitzhugh L, deputy

FILED
1963 APR 16 AM 9:35

16

17

Dr. Mortgaged Real Estate of William Reisfeld Enterprises, Inc., et al

In Acct. with John P. O'Ferrall, Trustee

			Cr.
By	Amount of Sale, as per Trustee's Report of Sale filed	8000 00	
By	Interest, 6%, on deferred payment, $7200.00 from 1/15/63 to 3/18/63	84 00	
			8084 00
To	Trustee, for fee, viz	50 00	
To	Trustee, for commissions, viz	270 00	
		320 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.		
	Advertising & Nisi Sale	67 52	
	Aetna Casualty & Surety Co.---bond	40 00	
	A. J. Billig & Co.		
	Auctioneer's fee 260.00		
	Advertising Sun 47.20		
	Notary fee .50	307 70	
	Adjustment, 1963 taxes 15 days	6 73	
		421 95	
To	Occident Federal Savings & Loan Association of Baltimore City, Mortgagor, on account of mortgage claim	7281 55	
			8084 00
	Balance due on mortgage, as per claim filed	7713 71	
	Interest, 6%, thereon, from 12/1/62 to		

4/12/63		169	63				
		7883	34				
Credit amount allowed above		7281	55				
this amount subject to decree in personam		601	79				

BOOK 145 PAGE 346

In the Matter of the Mortgaged	: No. 15,260	Equity
Real Estate of Robert M. Dolby	: In the Circuit Court	
and Shirley A. Dolby, 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 OCT 29 PM 1:51

3052
No. 15, 260
Equity

BOOK 145 PAGE 347
LIBER 1033 PAGE 112

PURCHASE MONEY

This Mortgage,

made this 1st day of June in the year one thousand nine hundred and fifty-six, between

ROBERT M. DOLBY and SHIRLEY A. DOLBY, his wife of Anne Arundel Co, 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

FIVE THOUSAND DOLLARS - ($5,000.00)

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

By the payment of FIFTY DOLLARS - - - - - - - - - - - - - - - - - - - ($50.00) 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 First Election District, Anne Arundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lot No. 1 in Block T, in the development known as Selby on the Bay, as shown on plat recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 14.

BEING the same property conveyed to the within-named Mortgagors by Dorothy Maxey Hunter and Raymond Hunter, her husband, et al, by deed dated May 29, 1956 intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1956 OCT 29 PM 1:52

2

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 morrgage shall be void.

And the said Morrgagor(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 rhe 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 debr) 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 rhe 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, rhe 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 amendmenrs additions, or supplemenr thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Morrgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent under Article 66, Sections 6 ro 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relaring 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 rhe 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 rhe 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

Robert M. Dolby (SEAL)
Robert M. Dolby

Shirley A. Dolby (SEAL)
Shirley A. Dolby

(SEAL)

BOOK 145 PAGE 350

LIBER 1033 PAGE 115

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 31 day of June in the year one thousand, nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Robert M. Dolby and Shirley A. Dolby, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, 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
NOTARY PUBLIC
NORWOOD A. WIENEKE

My Commission expires 5/6/57

Rec'd for record June 4 1956, at 11:58 A.M.
Mailed to Wm. W. Townshend, Jr.

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

PURCHASE MONEY
MORTGAGE
FROM
ROBERT M. DOLBY AND
SHIRLEY A. DOLBY, HIS WIFE
TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

RECORDED IN LIBER GTC
No. 1033 FOLIO 112
GEO. T. CROMWELL, CLERK
RECORDS OF
ANNE ARUNDEL COUNTY
1956 JUN -4 AM 11:58

Received for record ..... day of ..... 19..... at ..... o'clock ..... M.
Same day recorded in Liber ..... folio .....
No. ..... examined per .....
the Land Records of Anne Arundel County
..... Clerk.
Cost of Record $ 7.50

AFFIDAVIT OF NON-MILITARY SERVICE

BOOK 145 PAGE 351

In the Matter of the Mortgaged
Real Estate of Robert M. Dolby
and Shirley A. Dolby, his wife

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 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 M. Dolby and Shirley A. Dolby, his
wife, to Loyola Federal Savings and Loan Association (formerly United
Federal) dated June 1st, 1956
that to the best of his knowledge,
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.)

Robert M. Dolby and Shirley A. Dolby, 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 23rd day of
October , 19 62 .

Notarial Seal

Dorothy P. McNew
Dorothy P. McNew, *Notary Public.*

My Commission will expire on: May 6th, 1963

Filed,

1962 OCT 29 PM 1:53

No. 15,260 Equity

BOOK 145 PAGE 352

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 M. DOLBY and SHIRLEY A. DOLBY, his wife, dated June 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1033, Folio 112, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, NOVEMBER 20, 1962

at 1:00 o'clock P.M.

ALL that lot or parcel of ground, situate, lying and being in the First Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 1 in Block T, in the development known as Selby on the Bay, as shown on plat recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 14.

BEING the same property conveyed unto Robert M. Dolby and Shirley A. Dolby, his wife, by Dorothy Maxey Hunter and Raymond Hunter, her husband, et al, by deed dated May 29, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1033, Folio 110.

Above property improved by a 1 story stucco 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

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1962 OCT 29 PM 1:51

7

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 - October 25th, and
November 1st, 8th and 15th, 1962

Please send twenty-five handbills

BOOK 145 PAGE 354

In the Matter of the Mortgaged	:	No. 15,260 Equity
Real Estate of Robert M. Dolby	:	In the Circuit Court
and Shirley A. Dolby, his wife	:	for
	:	Anne Arundel County
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Robert M. Dolby and Shirley A. Dolby, his wife, to Loyola Federal Savings and Loan Association (formerly United Federal) dated June 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1033, Folio 112.		$5,000.00
Less total amount paid on account of principal	$2217.35	
Less Credit Expense Account.	26.33	
	$2243.68	2,243.68
		$2,756.32
Plus interest to November 20, 1962		59.33
Total amount of mortgage indebtedness.		$2,815.65

William W. Townshend

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 23rd 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.

WITNESS my hand and Notarial seal.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

FILED

1962 OCT 29 PM 1:51

9

The Pennsylvania Insurance Company

LIBER 11 PAGE 486

#15,260

BOOK 145 PAGE 355

A STOCK COMPANY

BOND NO. 45 03 91

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 FIVE THOUSAND AND NO/100 ($5,000.00) - 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 8th day of November, 1962.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Robert M. Dolby and Shirley A. Dolby, his wife, to the Loyola Federal Savings & Loan Association, bearing date on or about the 1st day of June, 1956, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1033, Folio 112, 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 (SEAL)
William W. Townshend, Jr.

Witness as to Surety:

Rosalie T. Davis

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

Bond approved this 14th day of November, 1962
Louis N. Rhipps, Clerk

1962 NOV 14 PM 10:07

Form 24 S831
10

8-61

ROBERT H. CAMPBELL - - - - Auctioneer

BOOK 145 PAGE 356

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 M. DOLBY and SHIRLEY A. DOLBY, his wife, dated June 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1033, Folio 112, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, NOVEMBER 20, 1962

AT 1:00 O'CLOCK P.M.

ALL that lot or parcel of ground, situate, lying and being in the First Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 1 in Block T, in the development known as Selby on the Bay, as shown on plat recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 14.

BEING the same property conveyed unto Robert M. Dolby and Shirley A. Dolby, his wife, by Dorothy Maxey Hunter and Raymond Hunter, her husband, et al, by deed dated May 29, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1033, Folio 110.

Above property improved by a 1 story stucco dwelling with modern conveniences.

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

For further particulars, apply to:

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

FILED
1962 NOV 26 AM 10:57

Annapolis, Maryland
November 20, 1962

I hereby certify that I have this twentieth day of November, 1962, sold the property described on the reverse hereof unto ROBERT M. DOLBY and SHIRLEY A. DOLBY, his wife at and for the sum of THREE THOUSAND FIVE HUNDRED DOLLARS ($3,500.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this twentieth day of November, 1962, purchased from William W. Townshend,Jr., Attorney, the property described on the reverse hereof, at and for the sum of THREE THOUSAND FIVE HUNDRED DOLLARS ($3,500.00) and I/we hereby agree to comply with the terms of sale.

Robert M. Dolby

Shirley A. Dolby

FILED
1962 NOV 26 AM 10:57

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BOOK 145 PAGE 358

In the Matter of the Mortgaged Real Estate of Robert M. Dolby and Shirley A. Dolby, his wife	:	No. Equity In the Circuit Court for Anne Arundel County

AFFIDAVIT OF PURCHASER

I/we hereby certify, that on this 20th 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 ROBERT M DOLBY the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) I AM not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; (3) I AM not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

Jessie D. Gannon

Robert M. Dolby (SEAL)

(SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

FILED
1962 NOV 26 AM 10:57

13

BOOK 145 PAGE 359

In the Matter of the	: No. 15,260	Equity
Mortgaged Real Estate of	:	In the Circuit Court
Robert M. Dolby and Shirley	:	for
A. Dolby, his wife	:	Anne Arundel County
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from Robert M. Dolby and Shirley A. Dolby, his wife, dated June 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1033, Folio 112, 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 20, 1962, at 1:00 o'clock P.M., and then and there sold the said property to Robert M. Dolby and Shirley A. Dolby, his wife, at and for the sum of THREE THOUSAND FIVE HUNDRED DOLLARS ($3,500.00), being at that figure the highest bidders therefor, said property described as follows:

ALL that lot or parcel of ground, situate, lying and being in the First Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 1 in Block T, in the development known as Selby on the Bay, as shown on plat recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 14.

FILED
1962 NOV 26 AM 10:57

14

BEING the same property conveyed unto Robert M. Dolby and Shirley A. Dolby, his wife, by Dorothy Maxey Hunter and Raymond Hunter, her husband, et al, by deed dated May 29, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1033, Folio 110.

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 20th 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 sale therein reported was fairly made.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

15

ORDER NISI

BOOK 145 PAGE 361

In the Matter of the Mortgaged Real Estate of Robert M. Dolby and Shirley A. Dolby, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,260 Equity

Ordered, this 26th 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 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.

William W. Townshend, Jr. Atty. For the Maryland Gazette (Nov. 29th Edition)

(Final Order)

In the Matter of the Mortgaged Real Estate of Robert M. Dolby and Shirley A. Dolby, his wife

versus

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

1963 JAN 17 AM 11:06

16

WILLIAM W. TOWNSHEND, JR.
Attorney
TOWNSWORTH BUILDING
SOUTH STREET
Annapolis, Maryland

Attorney's Sale

Of Valuable Improved Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from ROBERT M. DOLBY and SHIRLEY A. DOLBY, his wife, dated June 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1033, Folio 112, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tues., Nov. 20, 1962
at 1:00 o'clock P.M.

ALL that lot or parcel of ground, situate, lying and being in the First Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 1 in Block T, in the development known as Selby on the Bay, as shown on plat recorded among the Plat Records of Anne Arundel County in Plat Book 8, Folio 14.

BEING the same property conveyed unto Robert M. Dolby and Shirley A. Dolby, his wife, by Dorothy Maxey Hunter and Raymond Hunter, her husband, et al, by deed dated May 29, 19[illegible] and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1033, Filio 110.

Above property improved by a 1 story stucco 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
Annapolis, Maryland
ROBERT H. CAMPBELL
Auctioneer

N-15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 145 PAGE 362

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 27, 1962

We hereby certify, that the annexed

Attorney's Sale
15,260
Robert M. Dolby

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.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
962 NOV 28 PM 12:30
By H. Tilghman

BOOK 145 PAGE 363

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 14, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,260

Robert M. Dolby

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. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,260 Equity

In the Matter of the Mortgaged Real Estate of

ROBERT M. DOLBY and SHIRLEY A. DOLBY, his wife

Ordered, this 26th 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 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: D-20

LOUIS N. PHIPPS, Clerk.

FILED

1963 JAN 15 PM 1:39

No. M. G. 340-29

18

BOOK 145 PAGE 364

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
ROBERT M. DOLBY and SHIRLEY A. DOLBY, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,260 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 MAR 26 AM 9:59 FILED

All of which is respectfully submitted.

March 26, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 11th day of April, 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: E. Fitzhugh, deputy

FILED
1963 APR. 11

19

20

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ROBERT M. DOLBY and SHIRLEY A. DOLBY, his wife,

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

					Cr.	
1962						
Nov.	20	Proceeds of Sale	3,500	00		
		Interest on deferred payment of $2,750.00				
		from 11/20/62 to 3/18/63	55	00	3,555	00
		Refund 1962 County & State taxes				
		11/20/62 to 12/31/62 - ($132.89)	14	92	14	92
					3,569	92
		To Attorney for fee, viz:	100	00		
		To Attorney for commissions, viz:	137	10	237	10
		To Attorney for Court Costs, viz:				
		Plaintiffs Solicitors appearance fee	10	00		
		Clerk of Court - Court costs	28	00		
		Auditor - stating this account	25	00	63	00
		To Attorney for expenses, viz:				
		Capital Gazette Press - Advertising sale	59	52		
		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	20	00		
		Dorothy P. McNew - notary fees	2	00		
		One-half cost documentary stamps	5	78	164	30
		To Loyola Federal Savings & Loan Assn.				
		In full claim filed	2,815	65		
		Interest on principal balance $2,756.32 from 11/20/62 to 4/10/63 - 141 days @ 6%	63	84	2,879	49

		To Robert M. Dolby and Shirley A. Dolby				
		this surplus	226	03	226	03
					3,569	92

IN THE MATTER OF THE ESTATE : EQUITY NO.

OF : IN THE CIRCUIT COURT FOR

LILLIAN RUTH JUNGE, INCOMPETENT : ANNE ARUNDEL COUNTY

No. 14,778 Equity

BOOK 145 PAGE 367

PETITION FOR ADJUDICATION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Clare Meredith Jefferson, a cousin of Lillian Ruth Junge, widow, respectfully shows unto your honors:

First: That Lillian Ruth Junge, a widow, is now a patient in the Glasgow Nursing Home located at Glasgow and Glenburne Avenues, Cambridge, Maryland.

Second: Your Petitioner states further that the said Lillian Ruth Junge is 82 years of age and has recently been a patient at the Anne Arundel General Hospital and is incompetent to manage her affairs and to substantiate this allegation certificates of Dr. Samuel Borssuck and Dr. Maurice F. Klawans, both of whom are members of the staff of the Anne Arundel General Hospital, Annapolis, Maryland, who have been attendants on and have examined the said Lillian Ruth Junge, are filed herewith and will be taken as a part hereof.

Third: That the said Lillian Ruth Junge is a widow and your Petitioner is her nearest relative.

Fourth: That the estate of the said Lillian Ruth Junge consists of the following assets:

1. Real Estate assessed in the amount of $8,600.00 being designated as #306 Annapolis,Street, Annapolis, Maryland.

2. Real Estate assessed in the amount of $6,670.00 and designated as #415 Monterey Avenue, Annapolis, Maryland.

3. Savings Account in the Annapolis Federal Savings and Loan Association in the amount of $329.50.

4. Savings Account in the First Federal Savings and Loan Association of Annapolis in the amount of $2,915.35.

5. Checking Account in the Maryland National Bank in the amount of $98.65.

6. Five shares of stock in the Annapolis Banking and Trust Company, par value, $10.00.

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7. Fourteen shares of Maryland National Bank, successor to County Trust Company of Maryland, stock, par value, $10.00. (@ 76.00 = 1064.29)

8. a script certificate, Maryland National Bank, 400/1000 of 1 share, value unknown.

9. a United States Savings Bond, Series E, $100.00, issued to Herman Junge, (now deceased) or Lillian Ruth Junge, dated September, 1942, due 10 years from date.

10. a dividend check, Maryland National Bank, $8.75, dated December 29, 1961.

11. a dividend check, Annapolis Banking and Trust Company, $7.50, dated December 7, 1961.

12. a check payable to Mrs. Herman Junge, $75.00, Paula M. Fishback, rental of property, dated January 1, 1962.

13. a paid-up life insurance policy in the amount of $214.80, issued by Prudential Insurance Company of America, Certificate No. 99273410.

14. a paid-up life insurance policy in the amount of $78.00, issued by The Prudential Insurance Company of America, Certificate No. 99273411.

15. a paid-up life insurance policy in the amount of $120.60 issued by The Prudential Insurance Company of America, Certificate No. 99273409.

16. And $300.00 in cash found in home.

Fifth: Your Petitioner states that in view of the mental and physical condition of the said Lillian Ruth Junge it is necessary that a Committee be appointed for her person and estate in order that she may receive proper medical and nursing attention; that her outstanding bills will be paid and satisfied; that her affairs may be administered accordingly and that her estate may be conserved.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises directing that the said Lillian Ruth Junge be summonded to appear in this Court within ten days of the filing of this Petition, and that a copy of the summons and of this Petition and Order be served on the Superintendant of Glasgow Nursing Home, Cambridge, Maryland, where the said Lillian

Ruth Junge is now a patient; and that this Petition be set for hearing on a day and date to be fixed by this Court.

AND AS IN DUTY BOUND,

Clare Meredith Jefferson
Clare Meredith Jefferson

George E. Rullman
George E. Rullman

George E. Rullman, Jr.
George E. Rullman, Jr.
Solicitors for Petitioner

STATE OF MARYLAND, DORCHESTER COUNTY, to wit:

I Hereby Certify that on this 9 day of January, in the year 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the said County, personally appeared Clare Meredith Jefferson, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated, to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

Paul R. Robbins
Notary Public

ORDER OF COURT

ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, this 11th day of January, 1962, that the said Lillian Ruth Junge be summoned to appear and answer this Petition on or before the 21 day of January next; provided, however, that within said period a copy of the summons, Petition and of this Order be served upon the Superintendant of Glasgow Nursing Home, Cambridge, Maryland; and further, to show cause, if any there be, on or before the 26th day of January, 1962, why the Petition of Clare Meredith Jefferson should not be granted as prayed; and ORDERED further, that the matter of said Petition be and it is hereby set for hearing on the 26th day of January, 1962, at 10 o'clock, A.M.

Matthew S. Evans
Judge

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1962 JAN 12 AM 10:32

3

BOOK 145 PAGE 370 No. 14,778 Equity

I, Maurice F. Klawans, M.D., a physician licensed to practice medicine in the State of Maryland and residing at 31 Southgate Avenue, Annapolis, Maryland, and a member of the staff of The Anne Arundel General Hospital, Annapolis, Maryland, have been engaged in the practice of medicine in the State of Maryland for a period of 30 years and state as follows:

That Mrs. Ruth Junge, widow, of Annapolis, who has been a patient at the Anne Arundel General Hospital and was discharged on the 31st of December, 1961, has been attended by me within a period of ten days from the date hereinafter set forth.

I am acquainted with the mental condition of Mrs. Ruth Junge and in my opinion Mrs. Junge is of unsound mind by reason of Senile dementia. Frequently disoriented for time, place, person, and that she is incompetent to manage her person and estate and that in my opinion said incompetency probably will be permanent.

I am not related to the said Ruth Junge or her family in any manner.

Maurice F. Klawans, M.D.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Maurice F. Klawans, M.D., member of the staff of the Anne Arundel General Hospital, Annapolis, Maryland, being the identical person who executed the foregoing certificate, and made oath in due form of law that the matters and facts set forth in the foregoing certificate are true as therein stated.

Witness my hand and Notarial Seal this 5th day of January, 1962.

Jacob L. Cohen
Notary Public

JACOB L. COHEN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

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1962 JAN 11 AM 10:16

4

BOOK 145 PAGE 371 No. 14,778 Equity

I, Samuel Borssuck, M.D., a physician licensed to practice medicine in the State of Maryland and residing at Amos Garrett Boulevard at Brooke Avenue, Annapolis, Maryland, and a member of the staff of the Anne Arundel General Hospital, Annapolis, Maryland, have been engaged in the practice of medicine in the State of Maryland for a period of 22 years and state as follows:

That Mrs. Ruth Junge, widow, of Annapolis, who has been a patient at the Anne Arundel General Hospital and was discharged on the 31st of December, 1961, has been attended by me within a period of ten days from the date hereinafter set forth.

I am acquainted with the mental condition of Mrs. Ruth Junge and in my opinion Mrs. Junge is of unsound mind by reason of _____ senile dementia - generalized arteriosclerosis _____,

and that she is incompetent to manage her person and estate and that in my opinion said incompetency probably will be premanent.

I am not related to the said Ruth Junge or her family in any manner.

Samuel Borssuck M.D.
Samuel Borssuck, M. D.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel Borssuck, M. D., member of the staff of the Anne Arundel General Hospital, Annapolis, Maryland, being the identical person who executed the foregoing certificate, and made oath in due form of law that the matters and facts set forth in the foregoing certificate are true as therein stated.

Witness my hand and Notarial Seal this 4th day of January, 1962.

Mrs. Ruth C. Keith
Notary Public

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5

BOOK 145 PAGE 372

IN THE MATTER OF THE ESTATE	:	EQUITY NO. 14,778
OF	:	IN THE CIRCUIT COURT FOR
LILLIAN RUTH JUNGE, INCOMPETENT	:	ANNE ARUNDEL COUNTY

. . . . . .

D E C R E E

A hearing having been had on the Petition of Clare Meredith Jefferson, it appearing that summons has been issued in accordance with the Court's Order of the 11th day of January, 1962, and the Petition and Affidavits having been read and considered;

It is thereupon this 29th day of January, in the year Nineteen Hundred and sixty-two (1962), ADJUDGED and ORDERED that Lillian Ruth Junge is not competent to manage her person and estate; and it is further ORDERED that George E. Rullman and George E. Rullman, Jr. be and they are hereby appointed Committee of the Person and Estate of the said Lillian Ruth Junge with full power and authority to take charge of and manage the property and to assume control of the person of Lillian Ruth Junge under the direction of this Court; but before the said Committee shall proceed to act as such Committee, they shall give bond to the State of Maryland with security to be approved by this Court or the Clerk thereof, in the penalty of Five Thousand ---------- Dollars ($ 5,000.00) for the faithful discharge of their duties as such Committee.

Matthew S. Evans
Judge

Bond filed and approved: February 2, 1962

FILED

1962 JAN 30 AM 11:23

6

TRUSTEE'S AND COMMITTEE'S BOND

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

BOOK 145 PAGE 373

IN THE MATTER OF THE ESTATE OF

LILLIAN RUTH JUNGE, INCOMPETENT

EQUITY NO. 14,778

BOND OF { COMMITTEE / ~~TRUSTEE~~

BOOK 11 PAGE 229

KNOW ALL MEN BY THESE PRESENTS: That we, George E. Rullman, and George E. Rullman, Jr. of Anne Arundel County, State of Maryland as Principals, and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, and duly authorized by its charter to become sole surety on bonds, 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, for 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 31st day of January in the year of our Lord one thousand nine hundred and sixty-two.

WHEREAS, THE ABOVE BOUNDEN George E. Rullman, and George E. Rullman, Jr. by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County dated the 29th day of January nineteen hundred and sixty-two have been appointed mentioned in the proceedings in the case of Lillian Ruth Junge, Incompetent, Equity No. 14,778,

now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden George E. Rullman and George E. Rullman, Jr. 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

Madolin Ross

Madolin Ross

George E. Rullman (SEAL)

George E. Rullman, Jr. (SEAL)

(SEAL)

NATIONAL SURETY CORPORATION

BY Rose M. Bausch

Rose M. Bausch Attorney-in-fact

Bond approved this 2nd day of February, 1962

George T. Cromwell, Clerk

Sub

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IN THE MATTER OF THE ESTATE	:	EQUITY NO. 14,778
OF	:	IN THE CIRCUIT COURT
LILLIAN RUTH JUNGE, INCOMPETENT	:	FOR
	:	ANNE ARUNDEL COUNTY

. . . . . .

PETITION FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of George E. Rullman and George E. Rullman, Jr., Committee of the Person and Estate of Lillian Ruth Junge, Incompetent, respectfully shows unto your Honors:

First: That by and Order of this Honorable Court passed on the 29th day of January, in the year 1962, your Petitioners were appointed Committee of the Person and Estate of Lillian Ruth Junge, Incompetent, and filed bond in accordance with said Decree with the Clerk of this Court, which bond has been duly approved.

Second: That the said Lillian Ruth Junge is the owner in fee of a lot of ground situate, lying and being in the City of Annapolis, Maryland, known and designated as No. 306 Annapolis Street, Annapolis, Maryland, which is described as follows:

BEGINNING for the same at a point on the northeast side of Annapolis Street distant North 40 degrees 00 minutes West 187.60 feet from the intersection formed by the said side of Annapolis Street with the northwest side of Monterey Avenue, said point of beginning marks the southwest corner of Lot 306, and Lot 304, as shown on a plat entitled "Re-subdivision of part of Junge's property at West Annapolis" and recorded among the land records of Anne Arundel County in Liber J.H.H. 284, Folio 185-A, said lot 304 having been conveyed by Herman Junge and Lillian R. Junge, his wife, to Ralph Waldo Thompson and Josephine D. Thompson, his wife, by deed dated September 27, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 292, folio 103; THENCE from the place of beginning so fixed and running with the northeast side of Annapolis Street, and with the front of Lot 306 North 40 degrees 00 minutes West 71.20 feet; THENCE leaving Lot 306 and still with Annapolis Street North 40 degrees 00 minutes West 40 feet, more or less, to the shore line of Weems Creek; THENCE with the shore line of Weems Creek

in a northerly direction 95 feet, more or less; THENCE leaving the said shore line and running South 41 degrees 30 minutes East 90 feet, more or less, to the northernmost corner of Lot 306; THENCE with the northeast line of Lot 306, still South 41 degrees 30 minutes East 61.60 feet to the northernmost corner of Lot 304; THENCE with the division line between said Lots 306 and 304, South 50 degrees West 83.0 feet to the place of beginning. Containing 0.11 of an acre, more or less.

BOOK 145 PAGE 375

BEING all of Lot 306 and the adjacent parcel on Weems Creek as shown on the above mentioned plat, and being a part of the conveyance from Elizabeth Giddings, et al, to Herman Junge (who departed this life in October, 1944) and Lillian R. Junge, his wife, by deed dated October 2, 1917 and recorded in Liber G.W. 131, Folio 296, and as described by J. R. McCrone, Jr., Inc. Registered Professional Engineers and Land Surveyors in March 1962. A certified copy of said deed is filed herewith as Petitioners' Exhibit Number 1, and prayed to be taken as a part hereof. This property is improved by a small frame dwelling which is not in a good state of repair.

Third: That during the month of September, 1961, the Incompetent, Lillian Ruth Junge, agreed to sell the property known as 306 Annapolis Street to Lester R. Trott and Mildred G. Trott, his wife, at and for the sum of Eight Thousand Dollars ($8,000.00). The said Lillian Ruth Junge consulted one of your petitioners, George E. Rullman, with reference to this sale but no formal contract of sale was prepared or signed and the accident which resulted in the incompetency of the said Lillian Ruth Junge and her state of health was the reason that no formal contract of sale was entered into between the parties; however, under date of September 20, 1961, Lillian Ruth Junge accepted a check of One Hundred Dollars ($100.00) from Lester R. Trott and Mildred G. Trott, his wife, drawn on the Annapolis Banking and Trust Company, Annapolis, Maryland, and on the check was noted it was a deposit on account of the purchase of 306 Annapolis Street, and also, under the same date Mrs. Junge gave a receipt to Lester R. Trott for One Hundred Dollars ($100.00) as a deposit on account of 306 Annapolis Street, Annapolis, Maryland, for the purchase of said lot referred to herein and signed the receipt. A photostatic copy of the check and receipt is filed herewith as Petitioners' Exhibit Number 2, and prayed to be taken as a part hereof. The said Lester R. Trott and Mildred G. Trott, his

wife, are now ready, willing and able to consummate this sale and it would be to the advantage of this estate that the sale of the real estate in question be made as this ward is a patient at Glasgow Nursing Home, Cambridge, Maryland, and there is very little money for her support and maintenace in this estate. There are bills for her board and maintenace, medical expenses and other debts that cannot be paid and satisfied unless this sale is consummated.

NOW, THEREFORE, YOUR PETITIONERS PRAY YOUR HONORS to pass an Order in the premises authorizing and Ordering the executinn of a deed conveying the property mentioned herein to the said Lester R. Trott and Mildred G. Trott, his wife, in accordance with the agreement entered into between them and the ward.

AND, AS IN DUTY BOUND,

George E. Rullman

George E. Rullman

George E. Rullman, Jr.

George E. Rullman, Jr.
Committee of the Person and Estate
of Lillian Ruth Junge, Incompetent

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I hereby certify that on this 6th day of March, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George E. Rullman and George E. Rullman, Jr., Committee of the Person and Estate of Lillian Ruth Junge, Incompetent, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated.

Witness my hand and Notarial Seal.

Madolin Ross

Madolin Ross, Notary Public

Upon the aforegoing Petition, Exhibits and Affidavit, it is thereupon this 6th day of March in the year 1962, by the Circuit Court for Anne Arundel County, sitting in Equity, Ordered and Decreed that George E. Rullman and George E. Rullman, Jr., Committee of the Person and Estate of Lillian Ruth Junge, Incompetent, take testimony before one of the standing Examiners of this Court for the purpose of sustaining the statements and

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10

and allegations contained in this Petition.

Matthew L Evans
Judge

BOOK 145 PAGE 377

IN THE MATTER OF	:	IN
THE ESTATE	:	THE CIRCUIT COURT
OF	:	FOR
LILLIAN RUTH JUNGE,	:	ANNE ARUNDEL COUNTY
Incompetent	:	NO. 14,778 EQUITY

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

TESTIMONY TAKEN ON BEHALF OF THE COMMITTEE

March 29, 1962

Present:

Mr. George E. Rullman,)
Committee
Mr. George E. Rullman, Jr.,)

Mr. Malcolm B. Smith, Court Examiner

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Lester R. Trott, pages 2 - 3

George E. Rullman, pages 4 - 5

Joseph F. Schwalier, pages 6 - 7

Thomas C. Kelly, pages 8 - 9

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Lester R. Trott, a witness of lawful age, being first duly sworn, deposes and says:

1. (Mr. Rullman)

1. State your name and address, please.

A. Lester R. Trott, 306 Annapolis Street, Annapolis.

2. Who owns the premises known as 306 Annapolis Street?

A. Mrs. Ruth Junge.

3. And you are renting the property from Mrs. Junge?

A. Yes.

4. Did you and Mrs. Junge ever enter into any agreement for you to purchase this property?

A. At the time of the negotiation for rental I asked Mrs. Junge if she would be interested in selling the property at any time and would she give me an option if I rented the place, to buy it anytime agreed upon.

5. Did you ever approach Mrs. Junge to exercise this option?

A. On various occasions during the time that I have rented I would ask her if she was interested in selling the property at a particular time, and I said that at some stage I would like to make an offer of purchase for the property.

6. Did you ever make an offer of purchase?

A. On September the 20th I made an offer to her to purchase the property at the price of $8,000.00 which she accepted.

7. Did Mrs. Junge accept this offer?

A. Yes.

8. Did you ever enter into any formal written agreement to

purchase?

A. What do you mean by formal?

9. A contract of sale?

A. Not at that stage.

10. No contract of sale was signed between the two of you?

A. No, no formal written contract of sale.

11. Did you ever receive any evidence of this agreement to purchase and did you ever give Mrs. Junge money on account of the purchase price?

A. Yes, I did. I gave her a deposit of $100.00 for the purchase of the property.

12. And you received a receipt back?

A. And a receipt and my cancelled check.

(COPIES OF CHECK AND RECEIPT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

13. Are you now ready,willing and able to purchase this property for the sum of $8,000.00?

A. Yes, I have made arrangements to make purchase of the property.

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. Fedor R. Scott . .

15

George E. Rullman, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Rullman)

1. State your name and address.

A. George E. Rullman. My business address is 146 South Street, Annapolis, Maryland.

2. Do you represent Lillian Ruth Junge in any capacity at the present time?

A. Yes, together with George E. Rullman, Jr., we were appointed committee of the personal estate of Lillian Ruth Junge, Incompetent, and I think the date was January the 29th, 1962. This was an appointment by the Circuit Court for Anne Arundel County, and filed a bond and qualified.

3. Prior to Mrs. Junge's incompetency did she ever discuss with you the contemplated sale of a portion of her real estate?

A. Yes. Mrs. Junge and her husband, who is long since deceased, were clients of my office. I made several transactions of real estate for the Junges in the past, and during the very late summer of last year, 1961, Mrs. Junge advised me that she had agreed to sell 306 Annapolis Street, the premises known as that, to one Lester Trott and wife, and the consideration was $8,000.00. She then said that sometime she would stop in and discuss further details with me and have a contract drawn. During the early part of December, Mrs. Junge unfortunately pitched down her cellar steps and laid unconscious for, until she was found in the morning, and was

a patient at the local hospital for several weeks. She has never recovered from the effects of that fall. She is mentally deranged and is now a patient of the Glasgow Nursing Home at Cambridge, Maryland, and as committee jointly with my son, we are paying her board and keep there. It is necessary that this property of Mrs. Junge be sold in order that she may be supported as there is very little cash money, or practically no cash money in the estate. She does own other property, property on Monterey Avenue which is under rent.

4. Do you consider the sum of $8,000.00 to be a fair and adequate consideration for the sale of 306 Annapolis Street?

A. I do. I think it is necessary that the sale be consummated for her benefit.

5. I show you a photostatic copy of a deed a portion of which constitutes the premises known as 306 Annapolis Street. Can you identify that for the record?

A. This is a deed dated October the 2nd, 1917 wherein Elizabeth Giddings, single, is the grantor, and Herman Junge and Lillian R. Junge, his wife, were the grantees. This describes the tract of land on Annapolis Street, of which 306 Annapolis Street is a portion. Several tracts have been conveyed off this description and this deed is recorded among the Land REcords of Anne Arundel County in Liber G.W. 131, folio 296.

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

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. George T. Millman

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Joseph Schwalier, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Rullman)

1. State your name and address.

A. Joseph F. Schwalier, 4 Church Circle, Annapolis, Maryland.

2. What is your occupation?

A. Real estate and insurance salesman.

3. Are you actively engaged in the sale of real estate?

A. Yes, I am.

4. As an agent?

A. Yes, partner of Fred E. Voges and Company.

5. You are a duly licensed real estate salesman in the State of Maryland?

A. Yes, I am.

6. How long have you been engaged in the business of real estate salesman?

A. I have been associated with Mr. Voges nine years.

7. Did you have occasion to examine the premises of 306 Annapolis Street?

A. Yes, I did check out the property on March the 9th, 1962.

8. Would you briefly describe the premises?

A. Yes, the property of course is 306 Annapolis Street, West Annapolis, Annapolis, Maryland. This property is improved by a two/story, brown shingled frame dwelling with asphalt shingle roof. I measures 20 by 24 feet and has a full size basement with brick floor, containing a gas pipeless furnace, and a hot water heater. The property has all the modern

conveniences, such as electricity, city water, city sewer. The first floor contains a living room, dining room, kitchen, pantry, screened in front porch. There is a fire place in the living room. The second floor contains two medium sized bedrooms and two small bedrooms and an old fashioned bath. The floors are pine. The walls and ceiling, wallboard, and the general condition of the house is fair. In addition to the dwellings, the improvements consist of one half of a brown shingle garage. The property line going through the middle of a double garage.

9. Are you generally familiar with the present real estate values in the area?

A. Yes, I am.

10. Do you consider the sum of eight thousand dollar to be a fair and adequate consideration for the sale of this property?

A. I consider it very good, a very good price.

20

QUESTION BY THE EXAMINER:

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

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

Answer. . . No. . . . . .

Signature. Joseph D. Schwalier

Thomas C. Kelly, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Rullman)

1. State you r name and address, please.

A. Thomas C. Kelly, 4 Church Circle, Annapolis, Maryland.

2. What is your occupation?

A. Real estate.

3. Are you a licensed real estate broker in the State of Maryland?

A. I am a licensed real estate salesman in the State of Maryland.

4. How long have you been engaged in the activity of buying and selling real estate?

A. Since 1958.

5. Are you familiar with the premises known as 306 Annapolis Street?

A. Yes.

6. Would you briefly describe the property?

A. The property was very well described by Mr. Schwalier and I examined the property on March the 9th, 1962.

7. And you concur with his report?

A. I concur with his statement.

8. Are you generally familiar with real estate values in the area of 306 Annapolis Street?

A. Yes.

9. Do you consider the price of $8,000.00 to be a fair and

adequate consideration for the property?

A. Yes, I do.

10. What is the general condition of the premises?

A. The general condition of the premises we considered to be in fair condition.

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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. Thomas C. Kelly.

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 18th day of April, 1962.

Malcolm B. Smith, Examiner (SEAL)

M.S. $10.00
S.M. $10.00

-25

1273

L. R. TROTT
MILDRED G. TROTT
306 ANNAPOLIS STREET
ANNAPOLIS, MARYLAND

September 20 1961 65-37/521

PAY TO THE ORDER OF Mrs. L. Ruth Junge $ 100.00

One Hundred 00/100 DOLLARS

The Annapolis Banking and Trust Company
Annapolis, Maryland

Leslie R. Trott

Deposit on 306 Annapolis St
for purchase of same [illegible]

55 608 4

September 20 1961

Received of L. R. Trott

One Hundred 00/100 Dollars

as deposit on 306 Annapolis St
Annapolis, Md for the purchase price
of Eight thousand dollars
$ 400.00 Mrs. Ruth Junge

MADE IN U. S. A.

EXHIBIT 2

Examiner's Exh. #1
Matter of Gilbert R. Junge
#14,775 Equity
Malcolm B. Smith,
Examiner

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1962 APR 18 AM 11:52

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This Deed, made this 2nd day of October, 1917 by and between Elisabeth Giddings, single, of Anne Arundel County, Maryland, party of the first part, George Whitelock, Justice, mortgagee, as hereinafter mentioned of Baltimore City, Maryland, party of the second part, and Herman Junge and Lillian R. Junge, his wife, of said Anne Arundel County, Maryland, parties of the third part, witnesseth:

Whereas, the said George Whitelock, Justice, is the holder of a mortgage, covering the lots of ground, hereinafter mentioned, and other land, dated January 13-1916. recorded among the Land Records of Anne Arundel County in Liber G. W. No. 124, folio 57: and

Whereas, the said Elisabeth Giddings, the mortgagor, has paid to him the sum of Three Hundred and Fifty dollars ($350.00) on account of the principal debt, for a release of said lots from the lien of said mortgage, on which same interest has been paid to date (see order of Circuit Court of Baltimore City, in case of Fuller vs. Fuller), and the said mortgagee hereby unites in this deed for the purpose of releasing the said lots of ground only from the operation and effect of said mortgage.

Now, Therefore, This Deed Witnesseth: That for and in consideration of the sum of Seven Hundred dollars ($700.00) paid by the said parties of the third part to the said party of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part and second part do hereby grant, convey and release unto the said parties of the third part, as tenants by the entirety, their heirs and assigns,

All those lots of ground situate in the Village of West Annapolis in the Second Election District of Anne Arundel County, Maryland, at the northeast intersection of Annapolis Street and Hunting Avenue, and described as follows:

Beginning for the same at the northeast corner or intersection of said Annapolis Street and Hunting Avenue, and running from thence binding on with the northeast line of said Annapolis Street 300 feet, more or less, to the center of Avon River or Weems Creek; thence running with the meanderings of said river or creek 235 feet more or less, to the division line of lots Nos. 15 and 16 on the plat and survey hereinafter mentioned; thence with the division line of said lots and also the division line of lots Nos. 9 and 10 and 3 and 4 on said plat, Southeasterly 475 feet, more or less, to the northwest side of said Hunting Avenue; thence with the said side of Hunting Avenue, Southwesterly, 150 feet to the place of beginning; designated as Lots Nos. 1, 2, 3, 10, 11, 12, 13, 14, and 15 of Block 24, as shown on Aldridge's Revised and Corrected Plat of West Annapolis, which said plat is filed among the Land Records of Anne Arundel County, in Liber J. B. B. No. 4, folio 194. Being part of the property wherein the said Elisabeth Giddings acquired an undivided one half interest as one of the heirs-at-law of her father, Justice Giddings, who died intestate in 1854, leaving surviving him as his sole heirs-at-law the said Elisabeth Giddings and the late Catherine Giddings Aldridge,

Filed and delivered to Witness 5th November 1917

whose interest therein was conveyed by her heirs-at-law to the said Elisabeth Giddings by virtue of two deeds, one from John Aldridge to the said Elisabeth Giddings, dated August 14-1905 recorded among the aforesaid Land Records in Liber G.W. No. 46 folio 234, the other from J. West Aldridge, et al, to the said Elisabeth Giddings, dated October, 7, 1905, recorded among the aforesaid Land Records in Liber G.W. No. 46, folio 235.

It is hereby understood and agreed by the parties hereto, that the said lots of ground are hereby granted and conveyed subject to the following conditions and restrictions, which were a part of the original contract under which the said lots were sold:

First: That the said Herman Junge shall have the right to grade and remove the dirt from the bed of said Annapolis street down to a point within one foot of the lowest point in said street adjoining the said lots hereby conveyed, and the said street shall be left in a smooth condition.

Second. That no spirituous or fermented liquors shall be made or sold upon said ground or buildings erected thereon.

Third. That no swine shall be kept on the premises, and that no garbage or liquid sewage shall empty from the premises into Weems Creek.

Fourth. That the said lots shall never be sold, conveyed, leased or rented to any negro, or person of African descent.

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

To Have and To Hold the above described property unto and to the proper use and benefit of the said Herman Junge and Lillian R. Junge, his wife, as tenants by the entirety, their heirs and assigns, forever in fee simple; subject, however, to the aforesaid conditions and restrictions.

And the said party of the first part does hereby covenant that she will warrant specially the property, hereby intended to be conveyed, and will execute such other and further assurances of the same as may be necessary.

Witness the hands and seals of the said grantors.

Test: As to E. Giddings,
Nellie A. Davidson,
Test: as to G. Whitelock
Nellie A. Davidson

Elisabeth Giddings (seal)
Geo. Whitelock Trustee (seal)
Mortgagee

State of Maryland, Baltimore City, to-wit:

I hereby certify that on this 2d day of October 1917, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Elisabeth Giddings single, and acknowledged the aforegoing deed to be her act

Witness my hand and notarial seal

(Notary seal) Nellie A. Davidson, Notary Public.

State of Maryland, Baltimore City, to-wit:

I hereby certify, that on this 2d day of October, 1917 before me a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared George Whitelock, Trustee,

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Grantor's, acknowledged the aforegoing deed to be his act. Witness my hand and notarial seal.

(Notary's seal) Nellie A. Davidson
Notary Public

Recorded 4 October 1917.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber G.W. No. 131 folio 296 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 6th day of MARCH A. D., 1962

George T. Cromwell
Clerk of the Circuit Court for Anne Arundel County

Examiner's Exh #2
Matter of Lillian R. Junge
14,778 Equity
Malcolm Smith
Examiner 7

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1962 APR 18 AM 11:53.

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1962 Sept 14 PM 2:27

BOOK 145 PAGE 396

IN THE MATTER OF THE ESTATE OF : EQUITY NO. 14,778

LILLIAN RUTH JUNGE, INCOMPETENT : IN THE CIRCUIT COURT FOR

: ANNE ARUNDEL COUNTY

. . . . . .

DECREE

This case having been submitted and the testimony read and considered, it is thereupon this 2nd day of May, 1962, by the Circuit Court for Anne Arundel County, sitting in Equity, ORDERED and DECREED that George E. Rullman and George E. Rullman, Jr., Committee of the Person and Estate of Lillian Ruth Junge, Incompetent, be, and they are herewith authorized and directed to convey to and unto Lester R. Trott and Mildred G. Trott, his wife, in fee simple, the real estate known and designated as 306 Annapolis Street, Annapolis, Maryland, and described as follows: BEGINNING for the same at a point on the Northeast side of Annapolis Street distant North 40 degrees 00 minutes West 187.60 feet from the intersection formed by the said side of Annapolis Street with the northwest side of Monterey Avenue, said point of beginning marks the southwest corner of Lot 306, and Lot 304, as shown on a plat entitled "Re-subdivision of part of Junge's property at West Annapolis" and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 284, Folio 185-A, said Lot 304 having been conveyed by Herman Junge and Lillian R. Junge, his wife, to Ralph Waldo Thompson and Josephine D. Thompson, his wife, by deed dated September 27, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 292, folio 103; Thence from the place of beginning so fixed and running with the northeast side of Annapolis Street, and with the front of Lot 306 North 40 degrees 00 minutes West 71.20 feet; Thence leaving Lot 306 and still with Annapolis Street North 40 degrees 00 minutes West 40 feet, more or less, to the shore line of Weems Creek; Thence with the shore line of Weems Creek in a northerly direction 95 feet, more or less; Thence leaving the said shore line and running South 41 degrees 30 minutes East 90 feet, more or less, to the northernmost corner of Lot 306; Thence with the northeast line of Lot 306, still South 41 degrees 30 minutes East 61.60 feet to the northernmost corner of Lot 304; Thence with the division line between said Lots 306 and 304, South 50 degrees West 83.0 feet to the place of beginning. Containing 0.11 of an acre, more or less. BEING all of

CLERK'S OFFICE
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Lot 306 and the adjacent parcel on Weems Creek as shown on the above mentioned plat, and being a part of the conveyance from Elizabeth Giddings, et al, to Herman Junge (who departed this life in October, 1944) and Lillian R. Junge, his wife, by Deed dated October 2, 1917 and recorded in Liber G.W. 131, Folio 296, and as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in March 1962, in accordance with an agreement entered into by and between Lillian Ruth Junge, then competent, and Lester R. Trott and Mildred G. Trott, his wife, as testified to in the testimony filed in this case at and for the price of Eight Thousand ~~Five Hundred Dollars~~ Dollars ($8,000.00) to be paid in cash and adjustments to be made to the date of transfer.

O. Bowie Duckett
Judge

TRUSTEE'S AND COMMITTEE'S BOND

IN THE CIRCUIT COURT OF

STATE OF MARYLAND

IN THE MATTER OF THE ESTATE OF

LILLIAN RUTH JUNGE, INCOMPETENT

LIBER 11 PAGE 347

BOOK 145 PAGE 398

BOND OF { COMMITTEE / ~~TRUSTEE~~

No. 14,778 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, George E. Rullman and George E. Rullman, Jr. of Anne Arundel County, State of Maryland, as Principals, and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, and duly authorized by its charter to become sole surety on bonds, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THREE THOUSAND Dollars ($ 3,000.00), current money, to be paid to the said State or its certain attorneys, for 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 29th day of May in the year of our Lord one thousand nine hundred and sixty-two (1962)

WHEREAS, THE ABOVE BOUNDEN George E. Rullman and George E. Rullman, Jr.

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County dated the 29th day of January nineteen hundred and sixty-two (1962) have been appointed Committee of the Person and Estate of Lillian Ruth Junge, Incompetent

mentioned in the proceedings in the case of "In the Matter of the Estate of Lillian Ruth Junge, Incompetant, Equity No. 14,778",

now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden George E. Rullman and George E. Rullman, Jr.

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

Madolin Ross

Madolin Ross

Madolin Ross

Madolin Ross

George E. Rullman (SEAL)

George E. Rullman (SEAL)

George E. Rullman, Jr.

(SEAL)

NATIONAL SURETY CORPORATION

BY Rose M. Bausch

Rose M. Bausch Attorney-in-fact

Bond approved this 1st day of June, 1962

George A. Cromwell Clerk

FILED

1962 JUN -1 PM 4:22

IN THE MATTER OF THE ESTATE : EQUITY NO. 14,778

OF : IN THE CIRCUIT COURT FOR

LILLIAN RUTH JUNGE, INCOMPETENT : ANNE ARUNDEL COUNTY

. . . . . .

BOOK 145 PAGE 399

AMENDED PETITION FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of George E. Rullman and George E. Rullman, Jr., Committee of the Person and Estate of Lillian Ruth Junge, Incompetent, respectfully shows unto your Honors:

FIRST: That by an Order of this Honorable Court passed on the 29th day of January in the year 1962, your Petitioners were appointed Committee of the Person and Estate of Lillian Ruth Junge, Incompetent, and filed bond in accordance with said Decree with the Clerk of this Court, which bond has been duly approved.

SECOND: That the said Lillian Ruth Junge is the owner in fee of a tract of land situate, lying and being in the City of Annapolis and known and designated as Number 306 Annapolis Street, Annapolis, Maryland, and a lot adjoining thereto, which is described as follows:

BEGINNING for the same at a point on the Northeast side of Annapolis Street distant North 40 degrees 00 minutes West 187.60 feet from the intersection formed by the said side of Annapolis Street with the Northwest side of Monterey Avenue, said point of beginning marks the Southwest corner of Lot 306, and Lot 304, as shown on a plat entitled "Re-subdivision of part of Junge's property at West Annapolis" and recorded among the Land Records of Anne Arundel County in Liber J.H.H 284, Folio 185-A, said Lot 304 having been conveyed by Herman Junge and Lillian R. Junge, his wife, to Ralph Waldo Thompson and Josephine D. Thompson, his wife, by Deed dated September 27, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 292, Folio 103; thence from the place of beginning so fixed and running with the Northeast side of Annapolis Street, and with the front of lot 306 North 40 degrees 00 minutes West 71.20 feet; thence leaving Lot 306 and still with Annapolis Street North 40 degrees 00 minutes West 29.03 feet to the shore line of Weems Creek; thence with the shore line of Weems

Creek, North 05 degrees 40 minutes West 81.30 feet to the end of the North 85 59 degree 11 minute West 111.65 foot line of the conveyance from Lillian R. Junge, widow, to Francis R. Howes and Gladys C. Howes, his wife, by Deed dated February 17, 1954, and recorded in Liber J.H.H. 813, Folio 363; thence leaving the said shore line and running with said line of Howes, reversely, South 58 degrees 11 minutes East 111.65 feet, to the Northernmost corner of Lot 306; thence with the Northeast line of Lot 306, and with the line of Howes reversely, South 41 degrees 30 minutes East 61.60 feet to the Northernmost corner of Lot 304; thence leaving the conveyance to Howes and running with the division line between said Lots 306 and 304, South 50 degrees West 83.0 feet to the place of beginning. Containing 0.23 of an acre, more or less.

BEING all of Lot 306 and the adjacent parcel on Weems Creek as shown on the above mentioned plat, and being a part of the conveyance from Elizabeth Giddings, et al, to Herman Junge and Lillian R. Junge, his wife, by Deed dated October 2, 1917, and recorded in Liber G.W. 131, Folio 296, and as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in March, 1962. A certified copy of said Deed is filed herewith as Petitioners' Exhibit Number 1, and prayed to be taken as a part hereof. This property is improved by a small frame dwelling which is not in a good state of repair.

THIRD: That during the month of September, 1961, the Incompetent, Lillian Ruth Junge, agreed to sell the property known as 306 Annapolis Street to Lester R. Trott and Mildred G. Trott, his wife, at and for the sum of Eight Thousand Dollars ($8,000.00). The said Lillian Ruth Junge consulted one of your petitioners, George E. Rullman, with reference to this sale but no formal contract of sale was prepared or signed and the accident which resulted in the incompetency of the said Lillian Ruth Junge and her state of health was the reason that no formal contract of sale was entered into between the parties; however, under date of September 20, 1961, Lillian Ruth Junge accepted a check of One Hundred Dollars($100.00) from Lester R, Trott and Mildred G. Trott, his wife, drawn on the

Annapolis Banking and Trust Company, Annapolis, Maryland, and on the check was noted it was a deposit on account of the purchase of 306 Annapolis Street, and also, under the same date Mrs. Junge gave a receipt to Lester R. Trott for One Hundred Dollars ($100.00) as a deposit on account of 306 Annapolis Street, Annapolis, Maryland, for the purchase of said lot referred to herein and signed the receipt. A photostatic copy of the check and receipt is filed herewith as Petitioners' Exhibit Number 2, and prayed to be taken as a part hereof. The said Lester R. Trott and Mildred G. Trott, his wife, are now ready, willing and able to consummate this sale and it would be to the advantage of this estate that the sale of the real estate in question be made as this ward is a patient at Glasgow Nursing Home, Cambridge, Maryland, and there is very little money for her support and maintenance in this estate. There are bills for her board and maintenance, medical expenses and other debts that cannot be paid and satisfied unless this sale is consummated.

FOURTH: In the original petition filed in this case on March 6, 1962, the description contained in said petition was furnished by a Registered Surveyor and incorporated in said petition; as a result of a title examination by the purchasers shows that a portion of the said property described in the petition was heretofore sold and conveyed to Francis R. Howes and Gladys C. Howes, his wife, by Deed dated February 17, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 813, Folio 363, and it is necessary that this Amended Petition be filed in order that the conveyance which the purchasers are to receive will be in conformity with the accurate description of the property to be conveyed.

NOW, THEREFORE, YOUR PETITIONERS PRAY YOUR HONORS to pass an Order in the premises authorizing and Ordering the execution of a Deed conveying the property mentioned herein to the said Lester R. Trott and Mildred G. Trott, his wife, in accordance with the agreement entered into between them and the ward, in conformity with the description contained in this Amended Petition.

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AND, AS IN DUTY BOUND,

George E. Rullman

George E. Rullman, Jr.,
Committee of the Person and Estate
of Lillian Ruth Junge, Incompetent

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby Certify that on this 1st day of June, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman and George E. Rullman, Jr., Committee of the Person and Estate of Lillian Ruth Junge, Incompetent, and made oath in due form of law that the matters and facts set forth in the foregoing Amended Petition are true as therein stated.

Witness my hand and Notarial Seal.

Madolin Ross — Notary Public

Madolin Ross

UPON the aforegoing Amended Petition, Exhibits and Affidavit it is thereupon this 5th day of June in the year 1962, by the Circuit Court for Anne Arundel County, sitting in Equity, Ordered and Decreed that George E. Rullman and George E. Rullman, Jr., Committee of the Person and Estate of Lillian Ruth Junge, Incompetent, take testimony before one of the standing Examiners of this Court for the purpose of sustaining the statements and allegations contained in this Amended Petition.

Judge

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1962 JUN -6 PM 12:01

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IN THE MATTER OF THE ESTATE : EQUITY NO. 14,778

OF : IN THE CIRCUIT COURT FOR

LILLIAN RUTH JUNGE, INCOMPETENT : ANNE ARUNDEL COUNTY

. . . . . .

BOOK 145 PAGE 403

AMENDED DECREE

This case having been submitted and the testimony read and considered, it is thereupon this 5th day of June, 1962, by the Circuit Court for Anne Arundel County, sitting in Equity, ORDERED and DECREED that George E. Rullman and George E. Rullman, Jr., Committee of the Person and Estate of Lillian Ruth Junge, Incompetent, be, and they are herewith authorized and directed to convey to and unto Lester R. Trott and Mildred G. Trott, his wife, in fee simple, the real estate known and designated as 306 Annapolis Street, Annapolis, Maryland, and adjoining lot, which is described as follows: BEGINNING for the same at a point on the Northeast side of Annapolis Street distant North 40 degrees 00 minutes West 187.60 feet from the intersection formed by the said side of Annapolis Street with the Northwest side of Monterey Avenue, said point of beginning marks the Southwest corner of Lot 306, and Lot 304, as shown on a plat entitled "Re-subdivision of part of Junge's property at West Annapolis" and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 284, Folio 185-A, said Lot 304 having been conveyed by Herman Junge and Lillian R. Junge, his wife, to Ralph Waldo Thompson and Josephine D. Thompson, his wife, by Deed dated September 27, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 292, Folio 103; thence from the place of beginning so fixed and running with the Northeast side of Annapolis Street, and with the front of Lot 306 North 40 degrees 00 minutes West 71.20 feet; thence leaving Lot 306 and still with Annapolis Street North 40 degrees 00 minutes West 29.03 feet to the shore line of Weems Creek; thence with the shore line of Weems Creek, North 05 degrees 40 minutes West 81.30 feet to the end of the North ~~85~~ 58 degree 11 minute West 111.65 foot line of the conveyance from Lillian R. Junge, widow, to Francis

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R. Howes and Gladys C. Howes, his wife, by Deed dated February 17, 1954, and recorded in Liber J.H.H. 813, Folio 363; thence leaving the said shore line and running with said line of Howes, reversely, South 58 degrees 11 minutes East 111.65 feet, to the northernmost corner of Lot 306; Thence with the Northeast line of Lot 306, and with the line of Howes reversely, South 41 degrees 30 minutes East 61.60 feet to the Northernmost corner of Lot 304; thence leaving the conveyance to Howes and running with the division line between said Lots 306 and 304, South 50 degrees West 83.0 feet to the place of beginning. Containing 0.23 of an acre, more or less.

BEING all of Lot 306 and the adjacent parcel on Weems Creek as shown on the above mentioned plat, and being a part of the conveyance from Elizabeth Giddings, et al, to Herman Junge and Lillian R. Junge, his wife, by Deed dated October 2, 1917, and recorded in Liber G.W. 131, Folio 296, and as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in March 1962, in accordance with an agreement entered into by and between Lillian Ruth Junge, then competent, and Lester R. Trott and Mildred G. Trott, his wife, as testified to in the testimony filed in this case at and for the price of Eight Thousand Dollars ($8,000.00) to be paid in cash and adjustments to be made to the date of transfer.

O. Bowen Duckett

Judge

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1962 JUN -6 PM 12:00

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IN THE MATTER OF THE ESTATE : EQUITY NO. 14,778

OF : IN THE CIRCUIT COURT

LILLIAN RUTH JUNGE, INCOMPETENT : FOR ANNE ARUNDEL COUNTY

. . . . . .

BOOK 145 PAGE 405

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of George E. Rullman and George E. Rullman, Jr., Committee of the Person and Estate of Lillian Ruth Junge, Incompetent, duly appointed by this Honorable Court to complete sale of the property herein described, respectfully shows:

FIRST: That pursuant to the authority vested in the said Committee by a Decree of this Court dated the 5th day of June, 1962, the said Committee, after having fully complied with the above referred to Decree, proceeded to make sale of the property known as 306 Annapolis Street, Annapolis, Maryland, and the adjoining lot which is fully described by meets and bounds, courses and distances, in said Decree, to Lester R. Trott and Mildred G. Trott, his wife, at and for the sum of Eight Thousand Dollars ($8,000.00) which was the price of the property agreed upon between the purchasers and Lillian Ruth Junge who, after making the agreement, became incompetent.

SECOND: The said purchasers have paid the purchase money in full and have received a deed executed by the Committee conveying the property described in said Decree in fee simple, as tenants by the entirety.

Respectfully submitted,

George E. Rullman

George E. Rullman

George E. Rullman, Jr.

George E. Rullman, Jr.
Committee of the Person and Estate
of Lillian Ruth Junge, Incompetent

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I hereby certify that on this 13th day of June, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman and George E. Rullman,

1962 JUN 13 A 11:45

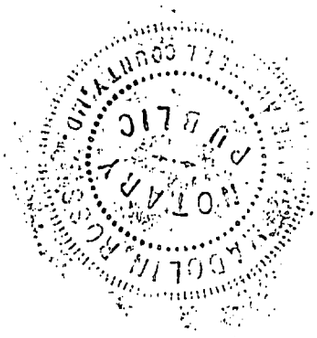
Jr., Committee of the Person and Estate of Lillian Ruth Junge, Incompetent, named in the Report of Sale, and they made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

Madolin Ross

Madolin Ross, Notary Public

My Commission expires May 6, 1963.



IN THE MATTER OF THE ESTATE	*	EQUITY NO. 14,778
OF	*	IN THE CIRCUIT COURT FOR
LILLIAN RUTH JUNGE, INCOMPETENT	*	ANNE ARUNDEL COUNTY

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

BOOK 145 PAGE 407

PETITION FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of George E. Rullman and George E. Rullman, Jr., Committee of the Person and Estate of Lillian Ruth Junge, Incompetent, respectfully shows unto your Honors:

FIRST: That by an Order of this Honorable Court passed on the 29th day of January in the year 1962, your Petitioners were appointed Committee of the Person and Estate of Lillian Ruth Junge, Incompetent, and filed bond in accordance with said Decree with the Clerk of this Court, which bond has been duly approved.

SECOND: That the said Lillian Ruth Junge is the owner in fee simple of a tract of land situate, lying and being in the City of Annapolis known and designated as 415 Monterey Avenue, Annapolis, Maryland, described as follows:

BEGINNING for the same at a pipe set on the Northeast side of Tucker Street (formerly Randall Street) at the end of the North 41° 45' West 146.15 foot line of the conveyance from Elizabeth Giddings to Herman Junge and Lillian Junge, his wife, by Deed dated August 14, 1915, and recorded among the Land Records of Anne Arundel County in Liber G.W. 120, Folio 194, said pipe being located North 41° 45' West 146.15 feet from a pipe found at the beginning point described in said conveyance which is the intersection formed by the Northeast side of Tucker Street (formerly Randall Street) with the Northwest side of Monterey Avenue as shown on "Aldridge's Revised and Corrected Plat of West Annapolis" recorded among the Land Records of Anne Arundel County in Liber J.C.B. 4, Folio 297 (a print of which is now recorded among the Plat Records of said County in Book A, Page 18), said pipe and place of beginning being located in and South 41° 45' East 3.85 feet from a pipe found at the end of the North 41° 45' West 150 foot line of the conveyance from Victor

S. Leocha and Anne C. Leocha, his wife, et al, to Leonard J. Parkinson and Hazel A. Parkinson, his wife, by Deed dated May 19, 1959 and recorded among said Land Records in Liber G.T.C. 1297, Folio 483; thence from the place of beginning so fixed, leaving the conveyance to Parkinson and running with the Northeast side of Tucker Street (formerly Randall Street) and with the lines of said conveyance to Junge North 72° 30' West 147.19 feet to a pipe set; thence North 62° 30' West 195.20 feet to intersect the shore line of Weems Creek; thence leaving said street and running with the shore line of Weems Creek, as now surveyed North 59° 52' 30" East 154.79 feet; thence North 58° 39' East 145.08 feet to intersect the projection Northwesterly of the South 41° 45' East 382 foot line of the above mentioned conveyance to Junge; thence leaving said shore line and running with said projection, and with part of said 382 foot line, and with part of the North 40° West 249.12 foot line reversely of the conveyance from Lillian Junge to William F. Scible and Helen L. Scible, his wife, by Deed dated August 28, 1953 and recorded in Liber J.H.H. 778, Folio 466, South 41° 45' East 6.0 feet to a pipe set; thence continuing with part of said line, South 41° 45' East 241.94 feet to a pipe found at the beginning of the said 249.12 foot line of Scible; thence leaving the outline of the conveyance to Junge, and running with the second or North 50° East 50 foot line, reversely of Scible's lot, which is part of the division line between Lots 3 and 10, and 2 and 11, Block 57, as shown on the above mentioned plat, South 48° 15' West 50 feet to a pipe found; thence leaving said Scible's lot and running with the Northwest outline of the conveyance from Lillian Junge, widow, to Leonard J. Parkinson and wife, by Deed dated June 15, 1946, and recorded in Liber J.H.H. 361, Folio 491, which is part of the division line between Lots 2 and 11 and 1 and 12, Block 57, as shown on said plat, South 48° 15' West 50 feet to a pipe found; thence with the Northwest line of the above mentioned conveyance from Leocha to Parkinson, reversely, which is part of the division line between Lots 1 and 12, Block 57, as aforesaid, South 48° 15' West 50 feet

BOOK 145 PAGE 408

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to a pipe found; thence with part of the aforementioned North 41° 45' West 150 foot line of Leocha to Parkinson reversely, South 41° 45' West 3.85 feet to the place of beginning. Containing 1.42 acres of land, more or less, according to a plat and survey by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in August, 1962.

BEING the remaining portion of the property conveyed by Elizabeth Giddings, single, to Herman Junge and Lillian Ruth Junge, his wife, as tenants by the entirety, by Deed dated August 14, 1915 and recorded among the Land Records of Anne Arundel County in Liber G.W. 120, Folio 194. The said Herman Junge having since departed this life leaving the said Lillian Ruth Junge the surviving tenant. A certified copy of said Deed is filed herewith as Petitioners Exhibit Number 1, and prayed to be taken as a part hereof.

THIRD: That the real estate above described is improved by a small frame house, in poor state of repair and two (2) outbuildings, also in poor state of repair. The property is the home place of Lillian Ruth Junge and has been vacant since December, 1961. In spite of attempts to do so, your Petitioners have been unable to rent the property at a fair and adequate rental due to its poor condition. The property has been subject to various acts of vandalisms by parties unknown to your Petitioners or police authorities. The police have been called on several occassions to investigate the vandalism and your Petitioners have reason to believe that there is a danger that vandals will do irreparable damage to the property.

FOURTH: Your Petitioners feel that inasmuch as the property is not income producing and is, in fact, a financial burden due to taxes and insurance, it would be in the best interests and advantage of the Incompetent's Estate to sell the subject property. Pursuant to this belief, your Petitioners have entered into an Agreement, subject to the approval of this Honorable Court, for the sale of this property to George Breed and Jane Clark Breed, his wife, at and for the price of Twenty-five Thousand Dollars ($25,000.00). A copy of said Contract of Sale is filed herewith and prayed to be

taken as Petitioners Exhibit Number 2. Your Petitioners allege and believe that the price stated in the Contract of Sale is fair and adequate, and that the sale would be in the best interest of Lillian Ruth Junge, Incompetent.

NOW, THEREFORE, YOUR PETITIONERS PRAY YOUR HONORS to pass an Order in the premises authorizing and Ordering the execution of a Deed conveying the property mentioned herein to the said George Breed and Jane Clark Breed, his wife, in accordance with the agreement entered into between them and your Petitioners, in conformity with the description contained in this Petition.

AND, AS IN DUTY BOUND,

George E. Rullman

George E. Rullman, Jr.,
Committee of the Person and Estate
of Lillian Ruth Junge, Incompetent.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby Certify that on this 22nd day of August, 1962, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman and George E. Rullman, Jr., Committee of the Person and Estate of Lillian Ruth Junge, Incompetent, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated.

Witness my hand and Notarial Seal.

Madolin Ross
Notary Public
My Commission expires May 6, 1963.

UPON the aforegoing Petition, Exhibits and Affidavit, it is thereupon this 23rd day of August in the year 1962, by the Circuit Court for Anne Arundel County, sitting in Equity, Ordered and Decreed that George E. Rullman and George E. Rullman, Jr., Committee of the Person and Estate of Lillian Ruth Junge, Incompetent, take testimony before one of the standing Examiners of this

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1962 AUG 23 PM 2:30

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Court for the purpose of sustaining the statements and allegations contained in this Petition.

George Sackse
Judge

BOOK 145 PAGE 411

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This deed made this 14th day of August, 1915, by and between Elizabeth Giddings (single), of Anne Arundel County, Maryland, party of the first part, and Herman Junge and Lillian R. Junge, his wife, parties of the second part, of said Anne Arundel County, Maryland, Witnesseth:-

That for and in consideration of the sum of One thousand dollars ($1,000.00), paid by the said parties of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said parties of the second part, as tenants by the entirety, their heirs and assigns.

All that lot or parcel of ground situate in the village of West Annapolis, in the Second Election District of Anne Arundel County, Maryland, bordering on Weems Creek and more particularly described as follows:-

Beginning for the same at an iron pipe at the northeast intersection of Randall Street and Monterey Avenue, as shown upon Aldridge's Revised and Corrected Plat of West Annapolis, recorded among the Land Records of Anne Arundel County, in Liber J. G. B. No. 4, folio 297, and running from thence and with the line of said Randall Street north, 41 degrees, 45 minutes, west, 146.15

Examiner's Exh #1,
Matter of Lillian R. Junge
#14,778 Equity
Malcomb B Smith,
Examiner

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1962 AUG 22, PM 4:23

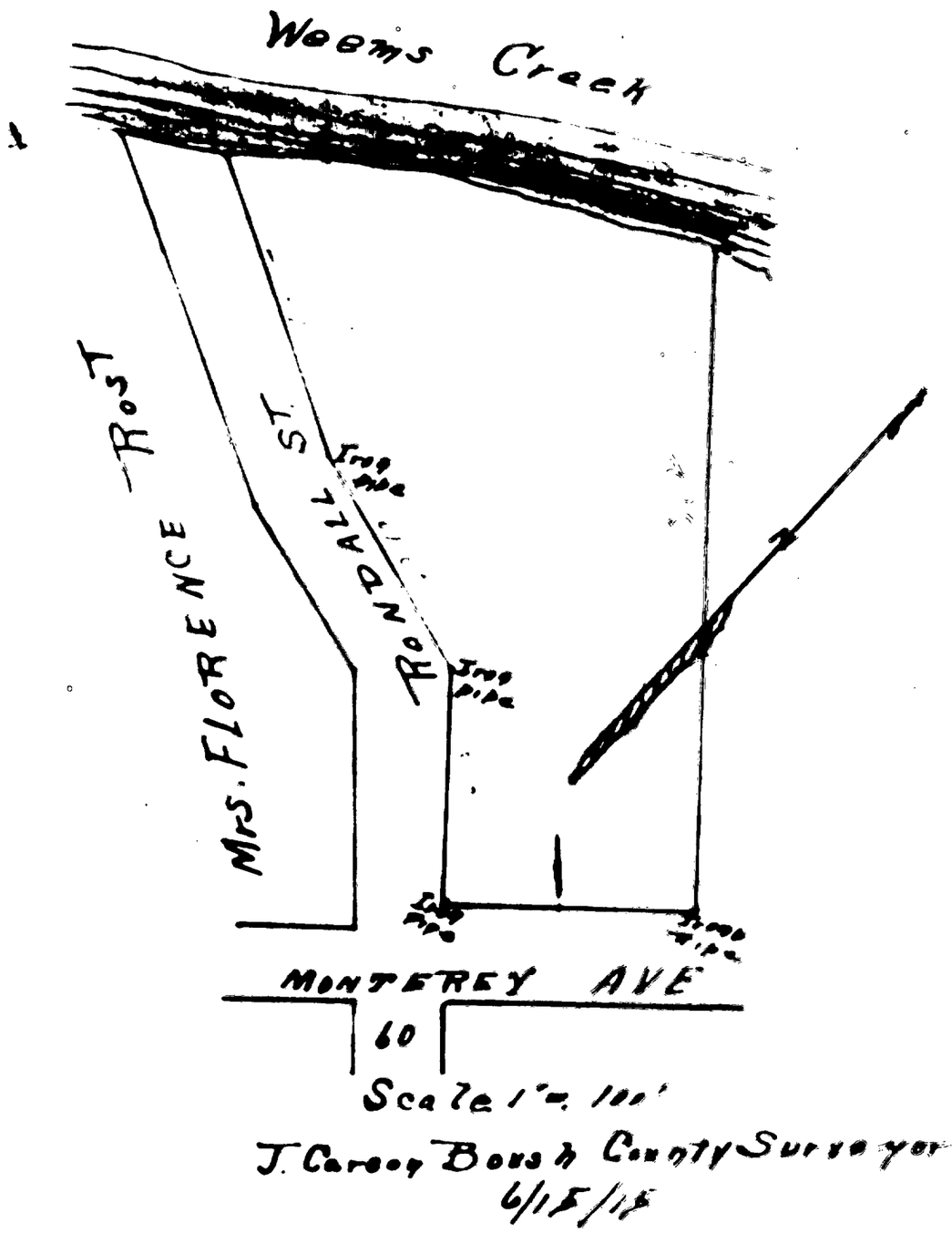
feet to an iron pipe; thence crossing the original bed of said Randall Street, as laid down on said plat, and parallel with and sixty feet from the lines of the lot hereinafter conveyed to Sophia Kaiser, Trustee, Elizabeth Giddings, Catherine G. Aldridge and J. West Aldridge, by deed dated the 18th day of September, 1895 recorded among the aforesaid Land Records, in Liber J. B. B. No. 3, folio 453, north, 72 degrees, 30 minutes, west 147.19 feet to an iron pipe; thence north, 62 degrees 30 minutes, west, 195 feet to the shore line of Weems Creek, thence with the shore line of said Creek north, 53 degrees, east, 37 feet; thence north, 58 degrees 45 minutes, east, 264.4 feet; thence leaving the lines of said Creek and running south, 41 degrees, 45 minutes, east 382 feet to the north line of said Monterey Avenue; thence with the north line of said Monterey Avenue south 48 degrees, 15 minutes, west, 158 feet to the place of beginning, as shown upon a plat and survey thereof made by J. Leason Booth, County Surveyor, on the 15th day of June, 1915, which plat is intended to be recorded with this deed among the aforesaid Land Records.

Being Lots Nos. 1, 2, 11, 12, 17 and 18, and parts of Lots Nos 3, 10 and 16 of Block 57, as shown upon the aforesaid plat, and part of the original bed of said Randall Street, and part of Lot No. 18 of Block 29, on said plat.

Also being a part of the same land in which the said Elizabeth Giddings inherited one-half undivided interest from her father, Luther Giddings, late of Anne Arundel County, Maryland, deceased, who died intestate in or about the year 1884, and in which she acquired the other one-half undivided interest by two deeds - the first dated October 7, 1905, from J. West Aldridge, et al, recorded among the aforesaid Land Records, in Liber J. W. No. 46, folio 235, and the second from John Aldridge, dated August 14, 1905, recorded among the aforesaid Land Records, in Liber J. W. No. 46, folio 234.

It is hereby understood and agreed by the parties hereto that the said lot of ground is hereby granted and ~~conveyed~~ subject to the

following conditions and restrictions, which were a part of the original contract, under which the said lot was sold:-
First. That no spirituous or fermented liquors shall be made or sold upon said ground or buildings erected thereon.
Second. That no swine shall be kept on the premises, and that no garbage or liquid sewerage shall empty from the premises into Weems Creek.
Third. That the said lot shall never be sold, conveyed, leased or rented to any negro, or person of African descent.
Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.
To Have and To Hold the above described property unto and to the proper use and benefit of the said Herman Junge and Lillian R. Junge, his wife, as tenants by the entirety, their heirs and assigns, forever, in fee simple; subject, however, to the aforesaid conditions and restrictions.
And the said party of the first part does hereby covenant that she will warrant specially the property, hereby intended to be conveyed, and will execute such other and further assurances of the same as may be necessary.
Witness the hand and seal of the said grantor.
Test:
Elisabeth Giddings (Seal)
Thomas A. Gott.
State of Maryland, Anne Arundel County to wit:
I hereby certify, that on this 14th day of August, 1915, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Elisabeth Giddings (single) and acknowledged the foregoing deed to be her act.
Witness my hand and notarial seal.
Notary Seal
Thomas A. Gott
Notary Public
Recorded 16 August 1915.



STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing.....DEED.....is truly taken and copied from Liber..G.W.....No...120.....folio..194.....one of the .....LAND..... Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hond ond offix the Seol of the Circuit Court for Anne Arundel County this...21st...day of...AUGUST... A. D., 196 2

Eleanor G. Owings
Acting *Clerk of the Circuit Court for Anne Arundel County*

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CONTRACT OF SALE

BOOK 145 PAGE 416

For use only by Members of the Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, made this 19th day of July 1962, by and between George E. Rullman and George E. Rullman, Jr., Committee for the Person and Estate of Lillian Ruth Junge, Incompetent

of the first part, hereinafter called SELLERS and George Breed and Jane Clark Breed, his Wife, as Tenants by the Entirities

of the second part, hereinafter called BUYERS

Witnesseth: that the said Sellers hereby bargain and sell unto the said Buyers, and the Buyers do hereby purchase from the Sellers— 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: All that lot or parcel of ground binding on Monterey Avenue, Tucker Street and Weems Creek, containing 1.44 acres, more or less, and known as 415 Monterey Avenue, Annapolis, Sixth Election District of Anne Arundel County, Maryland, together with all improvements thereon, consisting of a one and one-half story frame dwelling and two frame outbuildings, in fee simple.

The kitchen range, electric refrigerator and all screens and storm windows now in the premises are included in the herein mentioned purchase price.

At and for the price of TWENTY FIVE THOUSAND and NO/100 ($25,000.00)----------Dollars of which Five Hundred and NO/100 ($500.00)----------Dollars have been paid prior to the signing hereof, and the balance of said purchase money is to be paid as follows: TWENTY FOUR THOUSAND FIVE HUNDRED AND NO/100 ($24,500.00) DOLLARS to be paid in cash on the day of settlement which shall be within ninety (90) days from the date of this Contract of Sale at which time possession of the property will be given.

Article No. 1 on reverse side is included in and made a part of this Contract of Sale

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 FRED E. VOGES & COMPANY Realtor, the Broker's Commission in accordance with the Rules of the Anne Arundel County Real Estate Board, Inc., said Commission being due and payable upon the signing of this contract; and it is agreed that the entire deposit herein above referred 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.

Examiner's Exh. #2
Matter of Lillian R. Junge
#14,778 Equity
[illegible], Examiner

WITNESS the hands and seals of the parties hereto,

Annie Laurie Diegard
Annie Laurie Diegard
Annie Laurie Diegard
Annie Laurie Diegard

George E. Rullman (SEAL)
George E. Rullman
George E. Rullman Jr. (SEAL)
George E. Rullman, Jr.
George Breed (SEAL)
George Breed
Jane Clark Breed (SEAL)
Jane Clark Breed

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Contract of Sale

BETWEEN

AND

FRED E. VOGES & COMPANY
ANNAPOLIS, MARYLAND

ARTICLE NO. 1: This Contract of Sale is subject to and contingent upon the following five conditions:

1. This Contract of Sale is subject to approval and ratification by the Circuit Court for Anne Arundel County, sitting in Equity. In the event this Contract of Sale shall not be approved and ratified by Circuit Court of Anne Arundel County, then this Contract of Sale shall be null and void and the herein mentioned deposit of FIVE HUNDRED DOLLARS ($500.00) shall be returned to the BUYER.

2. It is understood and agreed that the property includes an adequate entrance or right-of-way to the property from Monterey Avenue.

3. It is understood and agreed that the property possesses Riparian Rights on Weems Creek.

4. It is understood and agreed that the boundaries of the property will be confirmed by a survey by a registered surveyor, the cost of this survey to be divided equally between the sellers and the buyers.

5. It is understood and agreed that no written agreement exists between the owners of the property and owners of the two piers on the waterfront giving them permission to erect and use said piers.

IN THE MATTER OF	:	IN
THE ESTATE	:	THE CIRCUIT COURT
OF	:	FOR
LILLIAN RUTH JUNGE,	:	ANNE ARUNDEL COUNTY
Incompetent	:	NO. 14,778 EQUITY

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

TESTIMONY TAKEN ON BEHALF OF COMMITTEE

September 13, 1962

Present:

Mr. George E. Rullman, Jr., Solicitor for Committee

Mr. Malcolm B. Smith, Court Examiner and Master

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Mr. Max C. Schwartz, pages 2 - 3

Richard F. Popham, page 4

George E. Rullman, pages 5 - 7

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Max C. Schwartz, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Rullman)

1. State your name and address, please?

A. Max C. Schwartz, Deale, Maryland.

2. What is your occupation?

A. Real estate broker.

3. How long have you been in the real estate business?

A. Thirty one years.

4. I draw your attention to a contract of sale for a parcel of land and premises known as 415 Monterey Avenue. Have you had occasion to inspect these premises?

A. I did.

5. Would you describe the premises?

A. It is 1.42 acres, plus or minus. It consists of, the first floor has two bedrooms, bath, living room, fireplace, dining room and kitchen. The second floor has two bedrooms, a sewing room and no bath. It has a full basement, dirt floor, supported by some poured and some wood columns. Oil hot water heat. The home, itself, is in a run down condition. It would take quite a bit to remodel and bring it up to a nice home again.

6. Are you familiar with the general values of real estate in the area where this property is located?

A. I am.

7. I again draw your attention to the contract of sale. The stated consideration is $25,000.00. Do you consider this to be a fair and adequate consideration?

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A. I do.

(Mr. Smith)

1. Is this the same property described in a deed dated August the 14th, 1915 and recorded in Liber G.W. 120, folio 194?

A. This property is a portion of the deed that you have.

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

(CONTRACT OF SALE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

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. Max C. Schwartz

Richard F. Popham, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Rullman)

1. Will you state your name and address, please?

A. Richard F. Popham, 59 Franklin Street, Annapolis.

2. What is your occupation?

A. Real estate broker.

3. How long have you been in the real estate business?

A. Since 1937.

4. Have you had occasion to examine the premises known as 415 Monterey Avenue?

A. Yes, I have.

5. Would you describe the premises please?

A. Frame house, first floor consisting of two bedrooms, bath, living room, dining room, kitchen. The second floor, two bedrooms, sewing room and no bath. Basement, dirt floor, supported by columns of wood and concrete. Two outbuildings of no value. Approximately 1.42 acres of land. House is not in too good condition. It would cost quite a bit to repair.

6. I draw your attention to a contract of sale. Are you familiar with the general values of real estate in the area in question?

A. I think so, yes, sir.

7. Would you consider that contract of sale at and for the sum of twenty five thousand dollars to be an adequate consideration?

A. Yes, I would.

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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. Richard F. Popham

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George E. Rullman, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Rullman)

1. State your name and address.

A. My name is George E. Rullman. My business address if 140 South Street, Annapolis, Maryland.

2. What is your occupation?

A. I am a member of long standing of the Anne Arundel County Bar Association.

3. Are you one of the Committee for the personal estate of Lillian Ruth Junge, Incompetent?

A. I, and my son, George E. Rullman, Jr., were appointed by decree of the Circuit Court for Anne Arundel County of Mrs. Lillian Ruth Junge, who is a widow and has been a widow for probably twenty five years or more.

4. I show you a certified copy of a deed to certain property in West Annapolis. Is the property in question in these proceedings a portion of this property described in this deed?

A. The property in question is a portion of this property described in the deed.

5. Will you state the general condition of the property in question?

A. This property consists of 1.42 acres of land. It is improved by a frame dwelling which is in a very run down condition. I don't believe there has been any repairs placed on this property since Mr. Junge died. We have tried to rent this

5-7

property but it is in such bad condition it is not rentable. It has been vacant for pretty near a year and it is rapidly deteriorating. The house has been entered several times by some unknown persons. There have been windows broken out of it and it would take a great deal of money to place it in a rentable condition, which this estate does not have. There are also two small sheds on this property which are in very poor condition. Mrs. Junge is a patient in a convalescent home in Cambridge and it is necessary that funds be made available to the Committee in order for her support and maintenance and medical attention in that home.

6. Is this property in its present condition a financial burden on the estate?

A. It certainly is because we have taxes to pay on it. We have insurance to pay and it is a drag on the finances of the estate in the condition in which it is.

7. I exhibit to you a copy of the contract of sale between George E. Rullman and George E. Rullman, Jr., Committee to the personal estate of Lillian Ruth Junge, Incompetent and George Breed and Jane Clark Breed.

A. This contract was negotiated by the Voges Real Estate Office in Annapolis. The consideration is $25,000.00 which inmy opinion is a fair and adequate price and I might say it is a good price. It is certainly to the advantage of this estate and the incompetent that the sale be consummated by the Court and further in my opinion it would be absolutely necessary that this propety be sold and the proceeds used to the benefit of the incompetent who is quite an old lady, and

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after a visit to her in Cambridge a couple of weeks ago, I am convinced that she will need hospitalization as long as she lives, because I don't believe that she can ever be released from a nursing home and take her former place in the Community.

5?

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. George S. Tillman

Signature. . . . . .

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

I hereby certify that the aforegoing testimony was taken at the instance of the Plaintiff; that I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony; that the testimony was taken in one day.

Witness my hand and seal this 14th day of September, 1962.

Malcolm B. Smith, (SEAL)
Examiner

S.M. $10.00 Pd S.M.

M.S. $20.00

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BOOK 145 PAGE 429

IN THE MATTER OF	*	IN THE CIRCUIT COURT FOR
THE ESTATE	*	
OF	*	ANNE ARUNDEL COUNTY
LILLIAN RUTH JUNGE,	*	
Incompetent	*	NO. 14,778 EQUITY

* * * * * * * * * *

REPORT OF EXAMINER
and MASTER

This is a petition filed by the committee of the subject incompetent for the sale of certain real estate owned by the incompetent located in the City of Annapolis and described in the petition.

Ownership of the property is satisfactorily proven, and from the facts presented it appears that the property is not income producing, is in a poor state of repair and is a burdensome expense to the estate. It appears to be advantageous to the incompetent that the property be sold and the proceeds be paid over to the committee and administered under the direction of this Court.

A contract is proven for the sale of the property to George Breed and Jane Clark Breed for the sum of Twenty Five Thousand Dollars ($25,000.00), which amount appears from the testimony to be fair and adequate.

The case is ready for decree, Sept. 25, 1962 ~~as of the date of the filing of this report~~, and the attached decree is recommended.

The fee of the Examiner and Master is Twenty Eight Dollars ($28.00).

Malcolm B. Smith
Examiner and Master

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IN THE MATTER OF	*	IN THE CIRCUIT COURT FOR
THE ESTATE	*	
OF	*	ANNE ARUNDEL COUNTY
LILLIAN RUTH JUNGE,	*	
Incompetent	*	NO. 14,778 EQUITY

* * * * * * * * * *

DECREE

The above matter coming on for hearing on the petition of the committee for sale of real estate, testimony having been taken before an examiner and Master, his report and proceedings were read and considered. It is thereupon this 25th day of September, 1962, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED: That George E. Rullman and George E. Rullman, Jr., committee of the person and Estate of Lillian Ruth Junge, Incompetent, be, and they are hereby, authorized to sell the property described in the Petition and Contract filed in these proceedings, and that the said contract of Sale and Purchase made by and between the said committee and George Breed and Jane Clark Breed be, and the same is hereby, Ratified, Confirmed and Approved;

And it is further ordered that the said George E. Rullman and George E. Rullman, Jr., committee as aforesaid, upon payment of the purchase price mentioned in said contract, but not before, shall convey to George Breed and Jane Clark Breed all of the right, title and interest of Lillian Ruth Junge, Incompetent, in and to the aforesaid property in accordance with the terms and conditions of said Contract of Sale and Purchase.

And it is further ADJUDGED, ORDERED and DECREED that after receiving the purchase price, the said trustee, after payment of any expenses in connection with the sale, shall bring into court the money arising from said sale, to be administered under the direction of this Court, after deducting the costs and such commissions and attorneys fees as this Court shall think proper to allow.

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D. Bruce Dunkett
Judge

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IN THE MATTER OF THE ESTATE * EQUITY NO. 14,778
OF * IN THE CIRCUIT COURT
LILLIAN RUTH JUNGE, INCOMPETENT * FOR ANNE ARUNDEL COUNTY

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

BOOK 145 PAGE 431

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of George E. Rullman and George E. Rullman, Jr., Committee of the Person and Estate of Lillian Ruth Junge, Incompetent, duly appointed by this Honorable Court to complete sale of the property herein described, respectfully shows:

FIRST: That pursuant to the authority vested in the said Committee by a Decree of this Court dated the 25th day of September, 1962, the said Committee, after having fully complied with the above referred to Decree, proceeded to make sale of the property known as 415 Monterey Avenue, Annapolis, Maryland, and the adjoining lot which is fully described by metes and bounds, courses and distances, in said Decree, to George Breed and Jane Clark Breed, his wife, at and for the sum of Twenty-five Thousand Dollars ($25,000.00), which was the price of the property agreed upon between the purchasers and George E. Rullman and George E. Rullman, Jr., Committee of the Person and Estate of Lillian Ruth Junge, Incompetent.

SECOND: The said purchasers have paid the purchase money in full and have received a Deed executed by the Committee conveying the property described in said Decree in fee simple, as tenants by the entirety.

Respectfully submitted,

George E. Rullman

George E. Rullman, Jr.
Committee of the Person and
Estate of Lillian Ruth Junge,
Incompetent

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

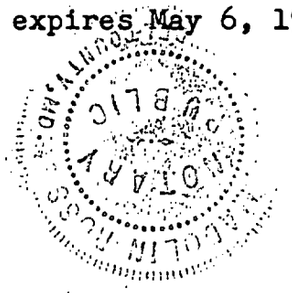
I Hereby Certify that on this 18th day of October, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman and George E. Rullman, Jr., Committee of the Person and Estate of Lillian Ruth Junge, Incompetent, named in the Report of Sale, and they made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

Madolin Ross

Madolin Ross, Notary Public

My Commission expires May 6, 1963.



BOOK 145 PAGE 432

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TRUSTEE'S AND COMMITTEE'S BOND

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNT

STATE OF MARYLAND

BOOK 145 PAGE 433

LIBER 11 PAGE 495

IN THE MATTER OF THE ESTATE OF

LILLIAN RUTH JUNGE, INCOMPETENT,

EQUITY No. 14,778

BOND OF { COMMITTEE / TRUSTEE

No. 14,778 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, George E. Rullman and George E. Rullman, Jr., of Anne Arundel County, State of Maryland as Principals, and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, and duly authorized by its charter to become sole surety on bonds, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWENTY-FIVE THOUSAND ---------- Dollars ($ 25,000.00), current money, to be paid to the said State or its certain attorneys, for which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 26th day of November in the year of our Lord one thousand nine hundred and sixty-two (1962)

WHEREAS, THE ABOVE BOUNDEN George E. Rullman and George E. Rullman, Jr.

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County dated the 29th day of January nineteen hundred and sixty-two (1962) have been appointed Committee of the Person and Estate of Lillian Ruth Junge, Incompetent

mentioned in the proceedings in the case of

Lillian Ruth Junge, Incompetent, Equity No. 14,778

now pending in said Court.

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

George E. Rullman and George E. Rullman, Jr.

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

Madolin Ross

Madolin Ross

Madolin Ross

Madolin Ross

George E. Rullman (SEAL)
George E. Rullman

(SEAL)

George E. Rullman Jr. (SEAL)
George E. Rullman, Jr.

NATIONAL SURETY CORPORATION

BY Rose M. Bausch
Rose M. Bausch Attorney-in-fact

Bond approved this 29 day of November, 1962

Louis N. Phipps, Clerk

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1962 NOV 29 AM 10:50

66

In the Case of

In the Matter of the Estate of
Lillian Ruth Junge, Incompetent

VS.

In the

Circuit Court

For

Anne Arundel County

No. 14,778 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 MAR 28 PM 2:57

All of which is respectfully submitted.

3/28/63

Arthur A. Anderson Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 15th day of April, 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: E. Fitzhugh, deputy

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1963 APR 15 AM 10:32

67

Dr.

In the Matter of the Estate of
Lillian Ruth Junge, Incompetent

BOOK 145 PAGE 435

In Acct. with George E. Rullman & George E. Rullman, Jr., Committee

Cr.

By	Personal Estate delivered to Committee, viz:					
	Cash in Annapolis Federal Savings & Loan Assoc.	329	50			
	Cash in First Federal S. & L. Assoc. of Annapolis	2,915	35			
	Cash in Maryland National Bank	98	65			
	Cash found in home	598	69			
	14 shares Maryland National Bank stock,					
	par value $10.00 @ $76.00	1,064	00			
	Script Certificate, Maryland National Bank,					
	400/1000 of 1 share	---	---			
	Dividend check, 12/29/61, Maryland National Bank	8	75			
	Dividend check, 12/7/61, Annap. Bk. & T. Co.	7	50			
	Check, 1/1/62, Paula M. Fishback - Rent	75	00			
	Furniture, household & personal effects	547	00			
				5,644	44	
By	Income received by Committee, viz:					
	505 Monterey Ave. -rent - Feb. 1962 thru Feb.					
	1963 - 13 mos. @ $75.00	975	00			
	Maryland National Bank, - dividends	26	25			
	Capital City Bldg. & L. Assoc., - dividends	70	84			
	Annapolis Federal S. & L. Assoc., - dividends	106	25			
	First Federal S. & L. Assoc., - dividends	216	54			
				1,394	88	
By	Refunds received by Committee, viz:					
	Charles F. Lee, - Insurance refund	53	88			
				53	88	
By	Proceeds of Sales					
	306 Annapolis St. (Order of Court 6/12/62)	8,000	00			
	415 Monterey Ave. (Order of Court 10/17/62)	25,000	00			
	Adjustment, 1962 State & County taxes, 10/17/62					
	to 12/31/62 - 415 Monterey Avenue	30	77			
	Annapolis Banking & Trust Co., Cert. #85, 5 shares					
	stock (Order of Court 2/19/62)	200	00			
	U.S. Savings Bond, Cert. #C 16345342E					

	(Order of Court 2/19/62	134	00				
				33,364	77		
	Total Estate to be accounted for					40,457	97
To	Committee for fee (See Orders of Court 7/13/62 & 12/4/62)	1,150	00				
To	Committee for Commission - 10% of $1,394.88	139	49				
				1,289	49		
To	Committee for Court Costs, viz:						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk - Court costs	117	75				
	Malcolm B. Smith (Examiner's fee (306 Annapolis St.	10	00				
	Shirley M. Miller (Stenographer's fee (306 Annapolis St.	10	00				
	Malcolm B. Smith (Examiner's fee (415 Monterey Ave.	28	00				
	Shirley M. Miller (Stenographer's fee (415 Monterey Ave.	10	00				
	Auditor, this account	135	00				
				321	00		
To	Committee for expenses, viz:						
	National Surety Co. - bond premiums	230	15				
	Notary fees	11	25				
	Frank B. Walsh, appraisal of personalty	25	00				
	George W. Scible, appraisal of personalty	25	00				
	Maryland National Bank, service charges	6	10				
	Richard Popham, appraisal 415 Monterey Ave.	35	00				
	Max C. Schwartz, appraisal 415 Monterey Ave.	35	00				
	Photocopies	3	00				
	Fred E. Voges & Co., appraisal 306 Annapolis St.	20	00				
	½ Federal & State Stamps - 306 Annapolis St.	13	20				
	Adjustment 1962 State & County taxes - 8 mos. @ $8.06 306 Annapolis St.	64	48				
	Adjustment 1962 City of Annapolis taxes - 2 mos. @ $5.56 306 Annapolis St.	11	12				
	Fred E. Voges & Co. - Commission (see Order of Court 12/4/62) 415 Monterey Ave.	1,500	00				
	½ Federal & State Stamps - 415 Monterey Ave.	41	25				
	J.R. McCrone Jr., Inc., ½ survey - 415 Monterey Ave.	102	50				
	Adjustment, 1962 City of Annapolis taxes & interest 6/30/62 to 10/17/62 - 415 Monterey Ave.	30	98				

	Deposit - 306 Annapolis St. pd. to Mrs. Junge	100	00		
	Water charges to 8/20/62	11	41		
	Adjustment for stove	40	00		
	J.R. McCrone Jr., Inc. - 306 Annapolis St.	12	00		
				2,317	44
To	Committee for maintenance of Real Estate, viz:				
	Baltimore Gas & Elec. Co. - 415 Monterey Ave.	31	79		
	Charles F. Lee, - Insurance - 415 Monterey Ave.	18	77		
	City of Annapolis, 1962 taxes -505 Monterey Ave.	70	41		
	Phipps Sales Co. Oil burner svc.-505 Monterey Ave.	19	06		
	1962 State & County Taxes (415 & 505 Monterey Ave. & 306 Annapolis St.	343	27		
	1963 State & County Taxes - 505 Monterey Ave.	121	71		
	Arundel Gas Co.	8	63		
	Annapolis Utilities	187	31		
				800	95
To	Committee for care & maintenance of Ward, viz:				
	Clare M. Jefferson, board & maintenace	386	56		
	Glasgow Nursing Home (2/17/62 to 3/7/63)	2,650	00		
	Craig's Drug Store - Medications	203	34		
	Reader's Digest, gift subscriptions	11	88		
	Eldridge H. Wolff, M.D.	195	00		
	Irving Denowitz, M.D.	6	00		
	Samuel Borssuck, M.D.	25	00		
	Frank M. Shipley, M.D.	15	00		
	Maurice F. Klawans, M.D.	125	00		
	Harold H. Bohlman, M.D.	250	00		
	Anne Arundel General Hospital	806	15		
	Cambridge - Md. Hospital Inc.	772	10		
	Rescue - Fire Co., ambulance service	10	00		
				5,456	03
	Balance for distribution $30,273.06				

Distributed to George E. Rullman, Executor of the Estate of Lillian Ruth Junge, deceased			
14 Shares, Maryland National Bank, stock, par value $10.00 @ $76.00	1,064 00		
Script certificate, Maryland National Bank, 400/1000 of 1 share	--- --		
Furniture, household & personal effects	547 00		
Cash in Annapolis Federal Savings & Loan Assoc.	10,000 00		
Cash in First Federal Savings & Loan Assoc. of Annapolis	8,662 06		
Cash in Capital City Savings & Loan Assoc.	10,000 00	30,273 06	
			40,457 97

BOOK 145 PAGE 439

IN THE MATTER OF THE SALE OF	:	EQUITY NO.
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
SIGURD W. ROBERTSON AND S.	:	FOR
LOUISE ROBERTSON, HIS WIFE	:	ANNE ARUNDEL COUNTY

. . . . . No. 15,291

MR. CLERK:

Please docket the above entitled case and file the Original Mortgage, Mortgage Note, Statement of Mortgage Debt, Military Affidavit and copy of Advertisement.

George E. Rullman

George E. Rullman
Attorney named in Mortgage

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1962 NOV 15 PM 2:15

BOOK 145 PAGE 440

BOOK 1548 PAGE 61

No. 15,291 Equity

MORTGAGE FEE—COUNTY

This Mortgage, Made this 8th day of March

in the year nineteen hundred and sixty-two (1962), by and between Sigurd W. Robertson and S. Louise Robertson, his wife, parties of the first part, hereinafter called MORTGAGORS, and MARYLAND NATIONAL BANK, party of the second part, hereinafter called MORTGAGEE, Witnesseth:

WHEREAS, the said MORTGAGORS have this day received by way of loan from said MORTGAGEE an advance in the sum of Twenty Thousand Dollars ($20,000.00), as evidenced by their promissory note of even date herewith, in the amount of $20,000.00, with interest thereon at the rate of six per cent (6%) per annum, payable monthly; said note to be payable in installments of not less than One Hundred Seventy-five Dollars ($175.00) monthly, which payment shall first be applied to interest on unpaid balance, and the remainder then applied on account of the principal debt, all due and payable Ten years after date; and

WHEREAS, it was a condition precedent to the granting of said loan that these presents should be executed for the purpose of securing the prompt payment of said note, or any and all renewals thereof, or substitutes therefor, at the time limited for the payment of the same.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises and the sum of One Dollar ($1.00), paid by the party of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, its successors or assigns,

ALL those two lots or parcels of land situate, lying and being in the City of Annapolis, Maryland, known and designated as 192 and 194 West Street and described as follows:

FIRST: ALL that lot of ground situate, lying and being in the City of Annapolis aforesaid, located on the North side of West Street and described as follows, according to a survey and plat of the property

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of John H. White on West and Madison Streets made by L.H. Green, Surveyor, on the 24th day of July in the year nineteen hundred and twelve (1912) and designated thereon as Lot Number Twelve (12) which plat is recorded among the Plat Books of Anne Arundel County in Plat Book 12, Page 45 (formerly Liber G.W. No. 1, folio 63) and described as follows:

BEGINNING at a point on the north side of West Street and which is 94 feet 5 inches from the intersection of the east property line of Madison Street with the north property line of West Street, and running in an easterly direction with the line of West Street, 14 feet 7 inches, thence in a northerly direction and parallel to the east property line of Madison Street 80 feet 3 inches, thence parallel to the first line in a westerly direction 14 feet 7 inches, thence in a southerly direction 80 feet 3 inches to the beginning.

SECOND: ALL that other lot of ground located on the north side of West Street, designated as Lot No. 13 on said plat and described according to said survey as follows: BEGINNING at a point on the north side of West Street and which is 109 feet from the intersection of the East property line of Madison Street, with the north property line of West Street and running in an easterly direction with the line of West Street 14 feet 4 inches, thence in a northerly direction and parallel to the east property line of Madison Street 80 feet 3 inches, thence parallel to the first line in a westerly direction 14 feet 4 inches, thence in a southerly direction 80 feet 3 inches to beginning.

BEING the same property which was conveyed to the above named MORTGAGORS by Charles M. Carlson and Addie F. Carlson, his wife, by deed dated June 4, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 148, Folio 553.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors, heirs and assigns forever.

PROVIDED, that if the said Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Twenty Thousand ($20,000.00)----------Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors, their heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest

thereon to accrue in any part either or them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, its successors, personal representative or assigns, or George E. Rullman, 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 manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, its successors, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, ~~to apply~~: First, to the payment of all expenses incident to such sale, including a fee of Four Hundred ($400.00)---dollars and a commission to the party making sale of said property equal to the commission ~~allowed~~ trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors, personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their heirs personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor s for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor s for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors, personal representatives or assigns, or George E. Rullman, 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 commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least ----------$20,000.00--------Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, its successors, personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors, personal representatives and asssigns.

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

TEST:

Lilian C. Wotton
Lilian C. Wotton

Sigurd W. Robertson (SEAL)
Sigurd W. Robertson

(SEAL)

S. Louise Robertson (SEAL)
S. Louise Robertson

(SEAL)

BOOK 1548 PAGE 64 BOOK 145 PAGE 443

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 8th day of March in the year nineteen hundred and sixty-two (1962) before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Sigurd W. Robertson and S. Louise Robertson, his wife, the Mortgagor s named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared George E. Rullman, the Attorney named in the foregoing mortgage, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; and further, that he is the Attorney and Agent for said Mortgagee and is duly authorized to make this affidavit.

Witness my hand and Notarial Seal.

950

Lilian C. Wotton Notary Public

My Commission Exp. May 6, 1963

Rec'd for record Mar. 8, 1962 at 2:46 P.M.
Mailed to George E. Rullman

MORTGAGE

FROM

Sigurd W. Robertson and

S. Louise Robertson, his wife,

TO

MARYLAND NATIONAL BANK

$ 20,000.00

RECORDED IN LIBER G.I.C. No. 1548 FOLIO 64 ... 1962 MAR -8 PM 2:46

952

GEORGE E. RULLMAN
ATTORNEY AT LAW
LEE BUILDING
ANNAPOLIS, MD.

313

Mortgage Note

$ 20,000.00 March 8 19 62

after date we promise to pay to the order of Maryland National Bank

Twenty Thousand ($20,000.00)---------- Dollars

With interest thereon at the rate of six per cent (6%) per annum, payable monthly; said note to be paid in installments of not less than $175.00 monthly, payment to first be applied to interest on unpaid balance, the remainder then applied on account of the principal debt, all due and payable Ten years after date.

Value received, Sigurd W. Robertson
S. Louise Robertson
736 Rowland St
Annapolis Md

Secured by Mortgage of Even Date

IN THE MATTER OF THE SALE OF	:	EQUITY NO.
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
SIGURD W. ROBERTSON AND S.	:	FOR
LOUISE ROBERTSON, HIS WIFE	:	ANNE ARUNDEL COUNTY

BOOK 145 PAGE 444

. . . . . No. 15,291

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 Ed.

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 Maryland National Bank, the plaintiff in the above entitled cause, and makes this affidavit in its behalf.

Affiant states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress, October 1940, and Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition, that on behalf of plaintiff, careful investigation has been made to ascertain whether or not the above named defendants are now in the military service of the United States and that as a result of said investigation affiant has discovered and does hereby make oath that said defendants are not in the military service of the United States, that is to say, said defendants are not members of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and are not officers of the Public Health Service detailed by proper authority for duty with any of the branches aforesaid, nor are said defendants under training or education under the supervision of the United States preliminary to induction into the military service but are employed as civilians and not subject to aforesaid.

George E. Rullman,
Attorney and Agent, Affiant

SUBSCRIBED AND SWORN to before me the 15th day of November, 1962.

Madolin Ross, Notary Public

My Commission expires May 6, 1963.

No. 15,291 Equity

ROBERT H. CAMPBELL. . . . . .AUCTIONEER

PUBLIC SALE

OF VALUABLE

BOOK 145 PAGE 445

COMMERCIAL AND RESIDENCE PROPERTY

ALL THOSE TWO LOTS OR PARCELS OF LAND SITUATE, LYING AND BEING IN THE CITY OF ANNAPOLIS, SIXTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND, KNOWN AND DESIGNATED AS 192 AND 194 WEST STREET, IMPROVED BY A TWO-STORY BRICK AND MASONRY BUILDING CONTAINING STORE IN FRONT AND SHOP IN REAR ON FIRST FLOOR; SECOND FLOOR CONTAINING SEVEN ROOMS AND BATH; APARTMENT, HOT WATER HEAT.

Under and by virtue of the power of sale contained in a Mortgage from Sigurd W. Robertson and S. Louise Robertson, his wife, to Maryland National Bank, dated March 8, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1548, Folio 61, 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 11, 1962

at 10:30 O'Clock a. m.

the following described property, namely:

ALL those two lots or parcels of land situate, lying and being in the City of Annapolis, Maryland, known and designated as 192 and 194 West Street and described as follows:

FIRST: ALL that lot of ground situate, lying and being in the City of Annapolis aforesaid, located on the North side of West Street and described as follows, according to a survey and plat of the property of John H. White on West and Madison Streets made by L. H. Green, Surveyor, on the 24th day of July in the year nineteen hundred and twelve (1912) and designated thereon as Lot Number Twelve (12) which plat is recorded among the Plat Books of Anne Arundel County in Plat Book 12, Page 45 (formerly Liber G.W. No. 1, folio 63) and described as follows:

BEGINNING at a point on the north side of West Street and which is 94 feet 5 inches from the intersection of the east property line of Madison Street with the north property line of West Street, and running in an easterly direction with the line of West street, 14 feet 7 inches, thence in a northerly direction and parallel to the east property line of Madison Street 80 feet 3 inches, thence parallel to the first line in a westerly direction 14 feet 7 inches, thence in a southerly direction 80 feet 3 inches to the beginning.

SECOND: ALL that other lot of ground located on the north side of West Street, designated as Lot No. 13 on said plat and described according to said survey as follows: BEGINNING at a point on the north side of West Street and which is 109 feet from the intersection of the East property line of Madison Street, with the north property line of West Street and running in an easterly direction with the line of West Street 14 feet 4 inches, thence in a northerly direction and parallel to the east property line of Madison Street 80 feet 3 inches, thence parallel to the first line in a westerly direction 14 feet 4 inches, thence in a southerly direction 80 feet 3 inches to beginning.

BEING the same property conveyed to Sigurd W. Robertson and S. Louise Robertson, his wife, by Charles M. Carlson and Addie F. Carlson, his wife, by Deed dated June 4, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 148, Folio 553.

1962 NOV 15 PM 2:[illegible]

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required by 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

BOOK 145 PAGE 447

IN THE MATTER OF THE SALE OF	:	EQUITY NO.
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
SIGURD W. ROBERTSON AND S.	:	FOR
LOUISE ROBERTSON, HIS WIFE	:	ANNE ARUNDEL COUNTY

. . . . . No. 15,291

STATEMENT OF MORTGAGE DEBT

Original Principal Amount of Mortgage Debt	$ 20,000.00
Principal Payments	150.37
Balance due on Principal	19,849.63
Interest from May 8, 1962 to Nov. 14, 1962	615.35
Total Mortgage Claim	$ 20,464.98

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 15th day of November, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Lilian C. Wotton, Assistant Cashier of Maryland National Bank, and made oath in due form of law that the above statement is correct to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

Madolin Ross

Madolin Ross, Notary Public

My Commission expires May 6, 1963.

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1962 NOV 15 PM 2:15

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F. 21733 1/55

MORTGAGEES OR ATTORNEYS BOND.

LIBER 11 PAGE 502

No. 15,291 Equity

BOOK 145 PAGE 448

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland, as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWENTY-TWO 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 3rd day of December, in the year of our Lord 1962.

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Sigurd W. Robertson and S. Louise Robertson, his wife, to Maryland National Bank bearing date the 8th day of March, 1962 and recorded among the ~~mortgage~~ Land records of Anne Arundel County in Liber G.T.C. No. 1548 Folio 61 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

Attorney-in-fact

FILED

1962 DEC -5 AM 10:47

Bond approved this 5th day of December, 1962

Louis N. Phipps, Clerk

10

ROBERT H. CAMPBELL - - - - - - Auctioneer

BOOK 145 PAGE 449

PUBLIC SALE

OF VALUABLE

Commercial And Residence Property

ALL THOSE TWO LOTS OR PARCELS OF LAND SITUATE, LYING AND BEING IN THE CITY OF ANNAPOLIS, SIXTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND, KNOWN AND DESIGNATED AS 192 AND 194 WEST STREET, IMPROVED BY A TWO-STORY BRICK AND MASONRY BUILDING CONTAINING STORE IN FRONT AND SHOP IN REAR ON FIRST FLOOR; SECOND FLOOR CONTAINING SEVEN ROOMS AND BATH APARTMENT, HOT WATER HEAT.

Under and by virtue of the power of sale contained in a Mortgage from Sigurd W. Robertson and S. Louise Robertson, his wife, to Maryland National Bank, dated March 8, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1548, Folio 61, 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, Dec. 11, 1962

at 10:30 O'Clock a.m.

the following described property, namely:

ALL those two lots or parcels of land situate, lying and being in the City of Annapolis, Maryland, known and designated as 192 and 194 West Street and described as follows:

FIRST: ALL that lot of ground situate, lying and being in the City of Annapolis aforesaid, located on the North side of West Street and described as follows, according to a survey and plat of the property of John H. White on West and Madison Streets made by L. H. Green, Surveyor, on the 24th day of July in the year nineteen hundred and twelve (1912) anddesignated thereon as Lot Number Twelve (12) which plat is recorded among the Plat Books of Anne Arundel County in Plat Book 12, Page 45 (formerly Liber G.W. No. 1, folio 63) and described as follows:

BEGINNING at a point on the north side of West Street and which is 94 feet 5 inches from the intersection of the east property line of Madison Street with the north property line of West Street, and running in an easterly direction with the line of West street, 14 feet 7 inches, thence in a northerly direction and parallel to the east property line of Madison Street 80 feet 3 inches, thence parallel to the first line in a westerly direction 14 feet 7 inches, thence in a southerly direction 80 feet 3 inches to the beginning.

SECOND: ALL that other lot of ground located on the north side of West Street, designated as Lot No. 13 on said plat and described according to said survey as follows: **BEGINNING** at a point on the north side of West Street and which is 109 feet from the intersection of the East property line of Madison Street, with the north property line of West Street and running in an easterly direction with the line of West Street 14 feet 4 inches, thence in a northerly direction and parallel to the east property line of Madison Street 80 feet 3 inches, thence parallel to the first line in a westerly direction 14 feet 4 inches, thence in a southerly direction 80 feet 3 inches to beginning.

BEING the same property conveyed to Sigurd W. Robertson and S. Louise Robertson, his wife, by Charles M. Carlson and Addie F. Carlson, his wife, by Deed dated June 4, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 148, Folio 553.

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required by 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 13 PM 3:34

BOOK 145 PAGE 451

I Hereby Certify that I, as Auctioneer, did sell the property described on the reverse side hereof at Public Sale, on Tuesday, December 11, 1962 at 10:30 o'clock, a.m., to Maryland National Bank, a Federal Corporation, at and for the sum of Fourteen Thousand Dollars ($14,000.00) it being then and there the highest bidder therefor; I further certify that the sale was fairly made.

Robert H. Campbell, Auctioneer

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 11, 1962 at 10:30 o'clock, a.m., at and for the sum of Fourteen Thousand Dollars ($14,000.00), in the name of Maryland National Bank, I then and there being the highest bidder therefore. And Maryland National Bank agrees to comply with the terms of sale.

MARYLAND NATIONAL BANK

by _____

Tilden O. Atwell, Vice President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I Herby 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 County aforesaid, personally appeared Tilden O. Atwell, Vice President of Maryland National Bank, purchaser of the real estate described on the reverse side hereof and made oath in due form of law:

1. That in this purchase he was acting as Agent for Maryland National Bank.

2. That there was no other person or corporation interested in this purchase.

3. That He, individually and as agent for Maryland National Bank, has not, directly or indirectly, discouraged anyone from bidding for the said property and that the sale was open to all bidders.

MARYLAND NATIONAL BANK,

By _____

Tilden O. Atwell, Vice President

WITNESS my hand and Notarial Seal.

_____

Madolin Ross, Notary Public

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1962 DEC 13 PM 3:34

12

For the Evening Capital

IN THE MATTER OF THE SALE OF	:	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	:	FOR
SIGURD W. ROBERTSON AND S.	:	ANNE ARUNDEL COUNTY
LOUISE ROBERTSON, HIS WIFE	:	EQUITY NO. 15,291

. . . . . .

BOOK 145 PAGE 452

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a Mortgage from Sigurd W. Robertson and S. Louise Robertson, his wife, dated March 8, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1548, Folio 61, 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 11, 1962 at 10:30 o'clock, a.m., and then and there sold the property to Maryland National Bank, at and for the sum of Fourteen Thousand Dollars ($14,000.00), it then and there being the highest bidder therefor, which property is described as follows:

ALL those two lots or parcels of land situate, lying and being in the City of Annapolis, Maryland, known and designated as 192 and 194 West Street, and described as follows:

FIRST: ALL that lot of ground situate, lying and being in the City of Annapolis aforesaid, located on the North side of West Street and described as follows, according to a survey and plat of the property of John H. White on West and Madison Streets made by L. H. Green, Surveyor, on the 24th day of July in the year nineteen hundred and twelve (1912) and designated thereon as Lot Number Twelve (12) which plat is recorded among the Plat Books of Anne Arundel

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1962 DEC 13 PM 3:34

13

County in Plat Book 12, Page 45 (formerly Liber G. W. No. 1, folio 63) and described as follows:

BEGINNING at a point on the north side of West Street and which is 94 feet 5 inches from the intersection of the east property line of Madison Street with the north property line of West Street, and running in an easterly direction with the line of West Street, 14 feet 7 inches, thence in a northerly direction and parallel to the east property line of Madison Street 80 feet 3 inches, thence parallel to the first line in a westerly direction 14 feet 7 inches, thence in a southerly direction 80 feet 3 inches to the beginning.

SECOND: ALL that other lot of ground located on the north side of West Street, designated as Lot No. 13 on said plat and described according to said survey as follows: BEGINNING at a point on the north side of West Street and which is 109 feet from the intersection of the East property line of Madison Street, with the north property line of West Street and running in an easterly direction with the line of West Street 14 feet 4 inches, thence in a northerly direction and parallel to the east property line of Madison Street 80 feet 3 inches, thence parallel to the first line in a westerly direction 14 feet 4 inches, thence in a southerly direction 80 feet 3 inches to beginning.

BEING the same property conveyed to Sigurd W. Robertson and S. Louise Robertson, his wife, by Charles M. Carlson and Addie F. Carlson, his wife, by Deed dated June 4, 1936 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 148, Folio 553.

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

TERMS OF SALE: A deposit of Ten per cent (10%) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

Respectfully submitted,

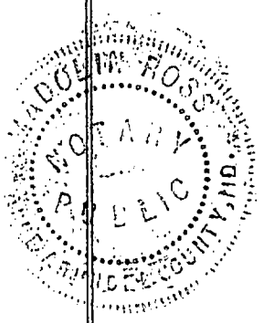
George E. Rullman

George E. Rullman
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I Hereby Certify that on this 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.

15

ORDER NISI

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF SIGURD W. ROBERTSON AND S. LOUISE ROBERTSON, HIS WIFE

versus

BOOK 145 PAGE 455

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,291 Equity

Ordered, this 13th day of December, 19 62, 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 16th 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 16th day of January next.

The report states that the amount of sale was $ 14,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

George E. Rullman, Atty.

Evening Capital (for Dec. 15 edition)

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF SIGURD W. ROBERTSON AND S. LOUISE ROBERTSON, HIS WIFE

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st 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

1963 JAN 21 AM 11:33

16

Public Sale
Of Valuable Commercial and Residence Property

ALL THOSE TWO LOTS OR PARCELS OF LAND SITUATE, LYING AND BEING IN THE CITY OF ANNAPOLIS, SIXTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND, KNOWN AND DESIGNATED AS 192 AND 194 WEST STREET, IMPROVED BY A TWO-STORY BRICK AND MASONRY BUILDING CONTAINING STORE IN FRONT AND SHOP IN REAR ON FIRST FLOOR; SECOND FLOOR CONTAINING SEVEN ROOMS AND BATH: APARTMENT, HOT WATER HEAT.

Under and by virtue of the power of sale contained in a Mortgage from Sigurd W. Robertson and S. Louise Robertson, his wife, to Maryland National Bank, dated March 8, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1548, Folio 61, the undersigned Attorney named in said Mortgage to make sale of the property there in 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 11, 1962 at 10:30 O'Clock a.m.

the following described property, namely:

ALL those two lots or parcels of land situate, lying and being in the City of Annapolis, Maryland, known and designated as 192 and 194 West Street and described as follows:

FIRST: ALL that lot of ground situate, lying and being in the City of Annapolis aforesaid, located on the North side of West Street and described as follows, according to a survey and plat of the property of John H. White on West and Madison Streets made by L. H. Green, Surveyor, on the 24th day of July in the year nineteen hundred and twelve (1912) and designated thereon as Lot Number Twelve (12) which plat is recorded among the Plat Books of Anne Arundel County in Plat Book 12, Page 45 (formerly Liber G.W. No. 1, folio 63) and described as follows:

BEGINNING at a point on the north side of West Street and which is 94 feet 5 inches from the intersection of the east property line of Madison Street with the north property line of West Street and running in an easterly direction with the line of West Street, 14 feet 7 inches, thence in a northerly direction and parallel to the east property line of Madison Street 80 feet 3 inches, thence parallel to the first line in a westerly direction 14 feet 7 inches, thence in a southerly direction 80 feet 3 inches to the beginning.

SECOND: ALL that other lot of ground located on the north side of West Street, designated as Lot No. 13 on said plat and described according to said survey as follows: BEGINNING at a point on the north side of West Street and which is 109 feet from the intersection of the East property line of Madison Street, with the north property line of West Street and running in an easterly direction with the line of West Street 14 feet 4 inches, thence in a northerly direction and parallel to the east property line of Madison Street 80 feet 3 inches, thence parallel to the first line in a westerly direction 14 feet 4 inches, thence in a southerly direction 80 feet 3 inches to beginning.

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 145 PAGE 456

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 17 1962

We hereby certify, that the annexed

Public Sale

Sigurd W. Robertson

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of December, 1962. The first insertion being made the 17th day of November, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1962 DEC 19 PM 2:40

By Burleigh Isaacs

BEING the same property conveyed to Sigurd W. Robertson and S. Louise Robertson, his wife, by Charles M. Carlson and Addie F. Carlson, his wife, by Deed dated June 4, 1936, and record among the Land Records of Anne Arundel County in Liber F.A.M. No. 148, Folio 553.

TERMS OF SALE: A deposit of ten per cent (10 per cent) of the purchase price will be required by 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
ROBERT H. CAMPBELL
Auctioneer

D-8

BOOK 145 PAGE 458

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,291 Equity

In the Matter of the sale of the Mortgaged Real Estate of SIGURD W. ROBERTSON and S. LOUISE ROBERTSON, his wife

Ordered, this 13th 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 16th 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 16th day of January next.

The report states that the amount of sale was $14,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

J-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 15, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,291
Sigurd Robertson

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of January, 1963. The first insertion being made the 15th day of December, 1962

THE CAPITAL-GAZETTE PRESS, INC.

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1963 JAN 15 PM 1:41

No. E. C. 33891

By H. Tilghman

18

BOOK 145 PAGE 459

In the Case of

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF SIGURD W. ROBERTSON AND S. LOUISE ROBERTSON, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,291 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 24 PM 4:02

All of which is respectfully submitted.

January 24, 1963

Louis A. Andresen
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 11th 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. Phippa
Clerk.
Per: [illegible], deputy

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1963 FEB 11 PM 2:22

Dr. Mortgaged Real Estate of Sigurd W. Robertson & S. Louise Robertson, his wif

In Acct. with George E. Rullman, Attorney named in Mortgage

					Cr.	
By	Amount of Sale, as per Attorney's Report of sale	14,000	00			
By	Interest, 6%, on deferred payment $12,600.00 from 12/11/62 to 1/22/63	87	36			
By	Adjustment, 1962 State & County taxes 12/11-12/31/62	14	60			
				14,101	96	
To	Attorney, for fee, viz.	400	00			
To	Attorney, for commissions, viz.	450	00			
				850	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	121	76			
	Speer Publication, Inc.- handbills	13	65			
	National Surety Corporation- bond	88	00			
	Robert A. Campbell-Auctioneer's fee	45	00			
	City of Annapolis, water rent to 11/30/62	13	70			
	Adjustment, city of Annapolis taxes 7/1-12/11/62	68	72			
	Notary fees	2	00			

		½ Federal & State Revenue Stamps		23 10		
						375 93
	To	Maryland National Bank, Mortgagors,				
		on account of Mortgage				12,815 53
						14,101 96
		Balance due on Mortgage, as per				
		claim filed		20,464 98		
		Interest, 6%, on principal balance,				
		$19,849.63, from 11/14/62 to 2/9/63		185 26		
				20,650 24		
		Credit amount allowed above		12,815 53		
		This amount subject to decree in				
		personam		7,834 71		

21

BOOK 145 PAGE 462

H. Allen Mezger, Attorney	*	IN THE
named in Mortgage	*	CIRCUIT COURT
and	*	FOR
George A. Hendrix and	*	ANNE ARUNDEL COUNTY
Beulah N. Hendrix, his wife	*	Equity No. 15354

* * * * * * *

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.

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1962 DEC 31 AM 9:45

JB

BOOK 145 PAGE 463
LIBER 1157 PAGE 525

15,354 Equity

SECOND
THIS/MORTGAGE, Made this 10th day of October - - -, in the year one thousand nine hundred and fifty-seven, between GEORGE A. HENDRIX and BEULAH N.

.55 stamps
~~NO~~ STAMPS REQUIRED

HENDRIX, his wife, - - - - - - - - - of the County of Anne Arundel - - -, in State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate; have received therefrom an advance of Eight Hundred ($800.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

RECORDATION TAX ACT OF 1947 55 CENTS 55

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 Nine ($9.00) Dollars - - - - - - - - - - - - - - - - commencing on the fifth - - - day of November -, 1957, and on the fifth - - - - - 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 those two lots of ground situate and lying in the Third Election District,

Anne Arundel County, Maryland - - -, and described as follows:

~~XXXXXXXXXX~~ BEING known and designated as Lots Nos. Twenty-Four (24) and Twenty-Five (25) in Block "G" on the Plat of Orchard Beach, which said plat is recorded among the Plat Records of Anne Arundel County in Liber W.N.W. No. 2, folio 26 (recorded in Cabinet No. 1, Rod F, Plat No. 11) now Plat Book 2, folio 32.

BEING the same lot of ground which by Deed dated April 7th, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 678, folio 288, was granted and conveyed by William J. Pope and Winifred V. Pope, his wife, to the within named mortgagors.

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1962 DEC 31 AM 9:45

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ATTORNEYS AND COUNSELLORS AT LAW
BALTIMORE 1, MD.

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

TO HAVE AND TO HOLD the said lots of ground and premises unto the said mortgagee, its successors and assigns, **in fee simple, subject to restrictions of record;** further subject to the legal operation and effect of a mortgage dated April 28th, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 922, folio 382, in the amount of Two Thousand Five Hundred ($2500.00) Dollars, from the said mortgagors to the said mortgagee.

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

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

3

cessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly **beginning immediately upon release of first mortgage herein mentioned -thereafter** on or before the**fifth - - - - - - - - - - - - - - - -** day of each and every month/ the sum of **Three ($3.00) Dollars -** for the payment of taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and payable as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagors (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) That after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, or H. Allen Mezger, their duly constituted Attorneys or Agents, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under

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

the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One hundred ($100.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the **County** aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whosoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

WITNESS the hands and seals of the said mortgagors.

Witness:

Elaine E. Seeger

George A. Hendrix (SEAL)
George A. Hendrix

Beulah N. Hendrix (SEAL)
Beulah N. Hendrix

(SEAL)

(SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 10th day of **October - - ,1957**, before me, the subscriber, a Notary Public of the State of Maryland, in and for the **County** aforesaid, personally appeared **George A. Hendrix and Beulah N. Hendrix, his wife,**

known to me (or satisfactorily proved) to be the person**s** whose name**s are** subscribed to the within mortgage, and **they** acknowledged the aforegoing mortgage to be **their** act. At the same time also appeared **John P. Helmer - - - - - -** President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Elaine E. Seeger

Elaine E. Seeger **Notary Public**

ELAINE E. SEEGER NOTARY PUBLIC BALTIMORE COUNTY, MD.

My Commission Expires **May 4th, 1959**

Rec'd for record Oct 11 1957 at 9.37 A.M.

Mailed to Mezger & Mezger 4 -

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

5

BOOK 145 PAGE 467

H. Allen Mezger, Attorney
named in Mortgage

VS

George A. Hendrix
and
Beulah N. Hendrix, his wife

IN THE

CIRCUIT COURT

-OF-

ANNE ARUNDEL COUNTY

Equity No. 15,354

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 800.00
Less - Total amount paid on account of Principal	$ 327.54	
Less - Credit Expense Account	xx	327.54
Net Balance	$ 327.54	$ 472.46
Plus accumulated interest to January 31st, 1963 (with interest thereafter at rate of 6% per annum)		4.73
Total Amount of Mortgage Indebtedness		$ 477.19

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 -28th- day of December in the year nineteen hundred and sixty-two, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City the MORTGAGEE in the above entitled cause and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

Kenneth S. Shipley
Kenneth S. Shipley-Notary Public

My Commission Expires May 6th, 1963.

FILED

1962 DEC 31 AM 9:45

4

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

BOOK 145 PAGE 468

H. Allen Mezger, Attorney

named in Mortgage

vs.

George A. Hendrix and

Beulah N. Hendrix, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

EQUITY NO. 15,354

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of Arundel Federal Savings and Loan Association of Baltimore City --------

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

(1) said 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, President
Affiant.

Subscribed and sworn to before me this 24th day of January, 1963

Joseph J. Blimline, Jr.
Notary Public

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

Joseph J. Blimline, Jr.

My commission expires: May 6th, 1963.

FILED

1963 JAN 30 AM 9:09

7

No. 15,354 Equity

Jud. 14042. PRINTED IN U.S.A.

MORTGAGEE OR ATTORNEYS' BOND

No. 90-776626-J

LIBER 11 PAGE 544

BOOK 145 PAGE 469

Know all Men by these Presents:

THAT WE H. Allen Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand and No/100 ($2,000.00) - - - - - - - - - - Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 25th day of January in the year of our Lord nineteen hundred and sixty-three.

WHEREAS, the above bounden H. Allen Mezger by virtue of a power contained in mortgage from GEORGE A. HENDRIX AND BEULAH N. HENDRIX, HIS WIFE to ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

dated April 28, 1955 October 10, 1957 and recorded in Liber JHH GTC No. 922 1157 folio 382 525 etc., ~~xxx~~ of the Land Record Books of Anne Arundel County, Maryland is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said H. Allen Mezger is about to execute the power vested in him in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Joyce W. Waltemeyer
Joyce W. Waltemeyer

Barbara Berberich
Barbara Berberich (Witness as to Surety)
ATTEST:

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Elsie C. Evans
Elsie C. Evans, Attorney-in-Fact

Bond approved this 30th day of January, 1963

Louis M. Phipps, Clerk

FILED

1963 JAN 30 AM 9:09

8

H. Allen Mezger, Attorney named in Mortgage

vs.

George A. Hendrix and Beulah N. Hendrix, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Equity NO. 15,354

BOOK 145 PAGE 470

* * * * * * * * *

CERTIFICATION

WE HEREBY CERTIFY, that on the -1st- day of February - - - , 1963 , we sold at public auction for the highest price obtainable to Arundel Federal Savings and Loan Association of Baltimore City -- the property described as follows:

BEING known and designated as Lots Nos. Twenty-four (24) and Twenty-five (25) in Block "G", on the Plat of Orchard Beach, which said plat is recorded among the Plat Records of Anne Arundel County in Liber W.N.W. No. 2, folio 26 (recorded in Cabinet No. 1, Rod F, Plat No. 11) now Plat Book 2, folio 32.

at and for the price of One Thousand Six Hundred ($1,600.00) Dollars.

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

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

By: [signature]
John M. Miller, Jr., President

I/We, the undersigned, hereby certify:

That I/We purchased the above described property at and for the price of One Thousand Six Hundred ($1,600.00) 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.

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

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: [signature] (SEAL)
Henry C. Bourke, Jr. Treasurer

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

I HEREBY CERTIFY, That on this 1st day of February , 1963 before me, the subscriber, a Notary Public of the State and aforesaid, personally appeared JOHN M. MILLER, JR., President of E. T. Newell & Co., Inc., and Henry C. Bourke, Jr., Tres.-Arundel Federal Savings and Loan Association of Baltimore City, who made oath in due form of law that the matters and facts set forth above are true to their best knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

[signature]
Joseph J. Blimline, Jr. - Notary Public

My Commission Expires: May 6th, 1963 .

FILED 1963 FEB 7 PM 2:57

9

H. Allen Mezger, Attorney	*	IN THE
named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
George A. Hendrix and	*	ANNE ARUNDEL COUNTY
Beulah N. Hendrix, his wife	*	Equity No. 15.354

* * * * * * *

BOOK 145 PAGE 471

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 George A. Hendrix and Beulah N. Hendrix, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property there described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at lease 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, February 1st, 1963, at 2:00 p.m. attend on the premises and then and there sold at public auction, all those lots of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to the Arundel Federal Savings and Loan Association of Baltimore City, who was then and there the highest bidder, at and for the sum of One Thousand Six Hundred ($1600.00) Dollars, of which a deposit of One Hundred Sixty ($160.00) Dollars was made at time of sale, balance of the purchase price to bear interest at the rate of 6% per annum to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

FILED
1963 FEB -5 PM 12:57

H. Allen Mezger, Attorney
named in Mortgage

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

10

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 4th day of February, 1963, 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.

BOOK 145 PAGE 472

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

ORDER NISI

H. ALLEN MEZGER, Attorney named in Mortgage

versus

GEORGE A. HENDRIX and BEULAH N. HENDRIX, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,354 Equity

BOOK 145 PAGE 473

Ordered, this 5th day of February, 1963, 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 11th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of March next.

The report states that the amount of sale was $ 1,600.00

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

H.Allen Mezger, Atty.

Maryland Gazette (for Feb. 7th edition)

(Final Order)

H. ALLEN MEZGER, Attorney named in Mortgage

versus

GEORGE A. HENDRIX and BEULAH N. HENDRIX, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 12th day of March, 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.

O. Bowie Duckett JUDGE.

FILED

1963 MAR 13 AM 10:30

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 with aluminum siding, four rooms and bath, situate Hilltop Road, and being known as Lots 24 and 25, Block G, Orchard Beach, Third Election District, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgage dated April 28th, 1955, from George A. Hendrix and Beulah N. Hendrix, his wife, said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 922 folio 382, the undersigned as Attorney, will offer for sale at public auction on the premises on;

Friday, Feb. 1st, 1963, at 2:00 o'clock p.m.

the following described property:

BEING known and designated as Lots Nos. Twenty-four (24) and Twenty-five (25) in Block "G", on the Plat of Orchard Beach, which said plat is recorded among the Plat Records of Anne Arundel County in Liber W.N.W. No. 2, folio 26 (recorded in Cabinet No. 1, Rod F, Plat No. 11) now Plat Book 2, folio 32.

TERMS OF SALE: A cash deposit of 10 percent 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

J-31

No. 13

OFFICF OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 145 PAGE 474

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1963

We hereby certify, that the annexed

Attorney's Mortgage Sale

George A. Hendrix

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of February, 1963. The first insertion being made the 10th day of January, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963
63 FEB -6 PM 3:31

H. Tilghman

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLOER OF CONTRACT FOR ANNE ARUNOEL COUNTY ADVERTISING

BOOK 145 PAGE 475

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 6, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,354

George A. Hendrix

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of March, 1963. The first insertion being made the 7th day of February, 1963.

CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,354 Equity.
H. ALLEN MEZGER,
Attorney named in Mortgage
VERSUS
GEORGE A. HENDRIX and BEULAH N. HENDRIX, his wife

Ordered, this 5th day of February, 1963, 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 11th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of March next.

The report states that the amount of sale was $1,600.00.

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

F-28

No. M. G. 34425 1963 MAR -6 PM 3:53 FILED

BOOK 145 PAGE 476

In the Case of

H. ALLEN MEZGER, ATTORNEY NAMED IN MORTGAGE

VS.

GEORGE A. HENDRIX AND BEULAH N. HENDRIX, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. #15,354 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

Auditor.

FILED
1963 APR -2 PM 2:24
4/2/63

FINAL ORDER

ORDERED BY THE COURT, this 18th day of April, 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 APR 18 AM 10:41

15

16

BOOK 145 PAGE 477

Dr. Mortgaged Real Estate of George A. Hendrix & Beulah N. Hendrix, 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		1600 00
By	Interest, 6%, on deferred payment, $1440.00 from 2/1/63 to 3/18/63		1 27
			1601 27
To	Attorney, for fee, viz	100 00	
To	Attorney, for commissions, viz	79 50	
			179 50
To	Attorney for court costs, viz		
	Plaintiff's Solicitor, appearance fee	10 00	
	Clerk, court costs	29 25	
	Auditor, this account	30 00	
			69 25
To	Attorney, for disbursements, viz		
	Capital-Gazette Press, Inc.		
	Advertising & Nisi Sale	74 52	
	Maryland Casualty Co.---bond	10 00	
	E. T. Newell & Co. auctioneer's fee	50 00	
			134 52
To	Aurora Federal Savings & Loan Assoc. of Baltimore City, Mortgagor, in full for mortgage claim.	477 19	
	Interest, 6%, on principal balance $327.54 from 2/1/63 to 4/16/63.	4 91	
			482 10
To	~~Aurora~~ ARUNDEL Federal Savings & Loan Assoc. of Baltimore City, on account of first mortgage claim for claim filed.		735 90
			1601 27

WALTER R. HARDISTY :
Larkins Hundred
Edgewater, Maryland

vs.

MARY B. JACKSON and : IN THE CIRCUIT COURT
VIOLA M. JACKSON, her daughter
Gambrills, Maryland
UNITED STATES OF AMERICA
Judgment Creditor
FRANK S. HARRISON and
MARGARET HARRISON, his wife : FOR
Box 398, Odenton, Maryland
ISAIAH WILSON
Odenton, Maryland
CARROLL A. BONDBREST
828 Xenia Street, S. E. : ANNE ARUNDEL COUNTY
Washington 20, D. C.
[illegible]
[illegible]
[illegible]
[illegible] :
JOSEPH SAVIA and
BERNICE M. SAVIA, his wife
4829 - 69th Place, Woodlawn
Hyattsville, Maryland
WILLIAM T. SCOTT : NO. 15,230 EQUITY
Churchton, Maryland
CORDELLE CONSTRUCTION COMPANY, INC.
5003 Litchfield Avenue
Baltimore 15, Maryland
AND ALL OTHER PERSONS HAVING OR :
CLAIMING TO HAVE ANY INTEREST IN
ANY OF THE PROPERTIES DESCRIBED
HEREAFTER IN THIS BILL OF COMPLAINT

: : : : : : : : : : :

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff, complaining, says:

1. That on or about October 10, 1960, the Certificates of Tax Sale attached hereto were issued to the Plaintiff by Edward M. Dunn, Jr., Collector of Taxes for the State of Maryland and Anne Arundel County, in accordance with the Provisions of Section 83, Article 81 of the Annotated Code of Maryland (1957 Edition), and said Certificates are prayed to be taken as a part hereof.

2. That the property mentioned in said Certificates is described as follows:

Certificate No. 3170 -

All that tract of land situate in the Fourth Election District of Anne Arundel County designated as Lot No. 13 in a subdivision known as "Landwehrs Tract" and recorded among the Plat Records of Anne

1962 OCT -8 PM 4:07

Arundel County in Plat Book No. 11, page 4, being the identical lot of ground less particularly described in said Certificate and being the same lot of ground which was conveyed to Mary B. Jackson and Viola M. Jackson, her daughter, by J. Henry Brown and Lucy R. Brown, his wife, by deed dated January 26, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 740, folio 535. On January 13, 1960, the United States of America obtained a judgment against the said Mary B. Jackson and Viola M. Jackson, her daughter, in the United States District Court, Baltimore, Maryland, in the amount of $1,063.72, plus costs and interest, the case being No. 11745 Civil Docket in said Court. On October 10, 1960, the date of the Collector's Sale, the said lots herein described were assessed to "Mary B. & Viola Jackson" whose last known address was Gambrills, Maryland, and was in fact owned by them on that date. According to the Land, Equity and Orphans' Court Records of Anne Arundel County, the title to said property is still vested in said persons subject to the Tax Sale mentioned in said Certificates. The amount due on the date of sale was $65.95.

Certificate No. 3169 -

All that lot of ground situate in the Fourth Election District of Anne Arundel County containing 0.62 acres, more or less, and particularly described in a certain deed from Mamie Rollins and James B. Rollins, her husband, to Frank S. Harrison and Margaret Harrison, his wife, dated November 13, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 319, folio 353, being the identical lot of ground described less particularly in said Certificate. On October 10, 1960, the date of the Collector's Sale the said lot herein described was assessed to "Frank S. & M. Harrison" whose last known address was Box 398, Odenton, Maryland, and was in fact owned by them on that date subject to the rights, if any, of Isaiah Wilson, a former owner of this lot under a tax sale in October, 1937, whose last known address was Gambrills, Maryland. According to the Land, Equity and Orphans' Court Records for Anne Arundel County, the title to said property is still vested in said persons subject to the Tax Sale mentioned in said Certificate. The amount due on date of the sale was $46.55.

Certificate No. 3134 -

All those certain lots of ground in the First Election District of Anne Arundel County designated as Lots Nos. 1833 and 1834 on a Plat of Woodland Beach, recorded among the Plat Records of Anne Arundel County in Plat Book No. 8, page 9, being the identical lots of ground described less particularly in said certificate and being the same lots of ground which were conveyed by Frank I. Williams and wife to Carroll Bondbrest by deed dated September 5, 1933, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 132, folio 296. On October 10, 1960, the date of the Collector's Sale the said lots herein described were assessed to "Carroll A. Bondcrest" whose last known address was 828 Xenia Street, S. E., Washington, D. C. and was in fact owned by Carroll A. Bondbrest on that date. According to the Land, Equity and Orphans' Court Records for Anne Arundel County, the title to said property is still vested in said person subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $33.52.

~~Certificate No. 3128 -~~

~~All those certain lots of ground situate in the First Election District of Anne Arundel County designated as Lots Nos. 4324, 4325 and 4326 on a Plat of Woodland Beach, recorded among the Plat Records of Anne Arundel County in Plat Book No. 8, page 10, being the identical lots of ground described less particularly in said Certificate and being~~

~~the same lots of ground which were conveyed by Dewey H. Burleigh and wife to John T. McQuaid by deed dated July 17, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 418, folio 585. On October 10, 1960, the date of the Collector's Sale the said lots herein described were assessed to "John T. McQuade" whose last known address was 235 - 12th Place N. E., Washington 2, D. C. and was in fact owned by him on that date. According to the Land, Equity and Orphans' Court Records for Anne Arundel County the title to said property is still vested in said person subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $70.02.~~

Certificate No. 3162 -

All those certain lots of ground situate in the Seventh Election District of Anne Arundel County designated as Lots Nos. 2 and 4 in Block 12 as shown on a Plat of Avalon Shores, recorded among the Plat Records of Anne Arundel County in Plat Book No. 8, page 36, being the identical lots of ground described less particularly in said Certificate and being the same lots of ground which were conveyed by John A. Mohr and wife to Joseph Savia and Bernice M. Savia, his wife, by deed dated March 5, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 907, folio 573. On October 10, 1960, the date of the Collector's sale the said lots herein described were assessed to "Jos. & Bernice M. Savia" whose last known address was 4829 - 69th Place, Woodlawn, Hyattsville, Maryland, and was in fact owned by them on that date. According to the Land, Equity and Orphans' Court Records for Anne Arundel County, the title to said property is still vested in said persons, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $181.79.

Certificate No. 3159 -

All that certain lot of ground situate in the Seventh Election District of Anne Arundel County containing two acres of land, more or less, as particularly described in a deed from Virgil M. Franklin et al to William Scott, dated June 23, 1908, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 59, folio 500, being the identical lot of ground described less particularly in said Certificate. On October 10, 1960, the date of the Collector's Sale the said land herein described was assessed to "William T. Scott" whose last known address was Churchton, Maryland, and was in fact owned by him on that date. According to the Land, Equity and Orphans' Court Records for Anne Arundel County, the title to said property is still vested in said person, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $71.92.

Certificate No. 3174 -

All that certain lot of ground situate in the Fourth Election District of Anne Arundel County containing five acres, more or less, and designated on a Plat of Kings Heights, Section 3, recorded among the Plat Records of Anne Arundel County in Plat Book No. 30, page 3, as Recreational Area, being the identical land described less particularly in said Certificate and being a part of the land which was conveyed by Wallace D. Ketcham et al to Cordelle Construction Company, Inc., by deed dated June 11, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 839, folio 45. On October 10, 1960, the date of the Collector's Sale, the said land herein described was assessed to "Cordell Construction Co." whose last known address was 5003 Litchfield Avenue, Baltimore 15, Maryland, and was in fact owned by it on that date. According to the Land, Equity and Orphans' Court Records for Anne Arundel County, the title to said property is still vested in said persons, subject to the Tax Sale mentioned in said Certificate. The amount due on the date of sale was $153.11.

3

3. That the title to the property described in Certificate No. 3169 is clouded by a previous Tax Sale to wit: Tax Sale No. 3714, formerly owned by Isaiah Wilson and sold on October 11, 1937 for default in payment of taxes for the year 1936.

4. That the aforesaid properties have not been redeemed by any party in interest, although more than one year and one day from the date of the sale has elapsed.

5. The Plaintiff prays for an Order of Publication directed to all parties in interest in the hereinbefore described properties.

6. To redeem the properties, it is necessary for the Defendants to pay the sums as set out after the descriptions of the said properties with interest from the day of sale, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the Plaintiff and any reimbursement due the Plaintiff under Section 93 and 111 of Article 81 of the Annotated Code of Maryland (1957 Edition) and amendments thereto.

TO THE END, THEREFORE,

(a) That this Court may pass a final Decree foreclosing all rights of redemption of the Defendants and of any persons claiming by, through or under them, in and to the properties described herein.

(b) And for such other and further relief as his case may require.

Walter R. Hardisty

Walter R. Hardisty, Plaintiff

John H. Hopkins, IV
Attorney for Plaintiff
15 School Street
Annapolis, Maryland
Tel. COlonial 3-3551

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

I HEREBY CERTIFY, that on this 8th day of October, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Walter R. Hardisty, Plaintiff in the foregoing Bill of Complaint, and he made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true and bona fide to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

John H. Hopkins, IV, Notary Public

4

BOOK 145 PAGE 482

Wrote 6-15-62 R OVER

Nº 3170 CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR. ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10th 1960, I sold to Walter Hardisty at public auction for the sum of 700 Dollars and 00 Cents, of which 65.95 Dollars has been paid as a deposit on the property in Dist # 4 described as Lot 13 or 5.153 acres blk 20 improvements, as situated Evergreen Ave Landwehrs Tract

Letter returned - moved, No forwarding address

Larkins Hundred Edgewater, Md

and assessed to Mary B. & Viola Jackson

Gambrills Md (OVER)

Ass L 615 B 400

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 [illegible]
Notary Public.

My Commission Expires May 1, 1961

5

BOOK 145 PAGE 483

Wrote 6-15-62 No reply.

Nº 3169 CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR. ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10th 1960, I sold to Walter Hardisty at public auction for the sum of 500 Dollars and 00 Cents, of which 46.55 Dollars has been paid as a deposit on the property in 4th Dist described as 1 lot on .62 acre improvement blk 25, as situated Wilsontown

Parkin Heights - Edgewater, Md

and assessed to Frank S. & M. Harrison #600

Box 398 - Odenton Md.

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. Jones
Notary Public.

My Commission Expires May 1, 1961

6

BOOK 145 PAGE 484

Nº 3134 **CERTIFICATE OF TAX SALE**

Wrot 6-15-62 yes

Letter returned - Unknown -

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 Walter Hardisty at public auction for the sum of 250 Dollars and 00 Cents, of which 33.52 Dollars has been paid as a deposit on the property in Dist #1 described as Lots 1833 - 1834 as situated at Woodland Beach OK

Face Shore drive + back up + face water

and assessed to Carroll A. Bondcrest

428 - Xenia St. S.E. Wash. 20 D.C.

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 [illegible]
Notary Public.

My Commission Expires May 1, 1961

7

BOOK 145 PAGE 485

OVER 40

Nº 3162 CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR., Collector of Taxes for the State of Maryland and the County Treasurer County of Anne Arundel, hereby certify that on October 10th 1960, I sold to Walter Hardisty Larkins Hundred Edgewater Md. at public auction for the sum of 1,300 Dollars and 00 Cents, of which 181.79 Dollars has been paid as a deposit on the property in 7th District described as Lots 2 & 4 Blk 12 Sec A. J.H.H. 907-573 Imps. as shown on the Plat of Avalon Shores (over) Lots { 250 Land 2560 - Imps

and assessed to Jos & Bernice M. Savia
4829 - 69th Place - Woodlawn Hyattsville, Md. OVER

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 11th 1961, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of Oct 1960

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10th day of October, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. L[illegible]
Notary Public.

My Commission Expires May 1, 1961

8

BOOK 145 PAGE 486

Nº 3159 CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10th 1960, I sold to Walter Hardesty at public auction for the sum of 400 Dollars and 00 Cents, of which 71.92 Dollars has been paid as a deposit on the property in 7th District described as 2 acres Imps Blk 475 situated at Churchton

Ass. 400 Lm
725 Bld
1125

and assessed to William T Scott
Churchton P.O. Md.

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

Adj. to Bais & Thompson

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. Lowing
Notary Public.

My Commission Expires May 1, 1961

9

BOOK 145 PAGE 487

Nº 3174 CERTIFICATE OF TAX SALE

Wrote
6-15-62
- No reply -

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 Walter Hardisty at public auction for the sum of 1,000 Dollars and 00 Cents, of which 153.11 Dollars has been paid as a deposit on the property in Dist #4 described as 5 acres blk 30 improvements Rec area, as situated Stoney Hill - Kings Heights -

and assessed to Cordell Construction Co.
5003 - Litchfield Ave, Balto. 15 - Md

L-1000
F-1240

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. [illegible]
Notary Public.

My Commission Expires May 1, 1962

10

BOOK 145 PAGE 488

WALTER R. HARDISTY
Larkins Hundred
Edgewater, Maryland

vs.

MARY B. JACKSON and VIOLA M. JACKSON, her daughter Gambrills, Maryland UNITED STATES OF AMERICA Judgment Creditor FRANK S. HARRISON and MARGARET HARRISON, his wife Box 398, Odenton, Maryland ISAIAH WILSON Odenton, Maryland CARROLL A. BONDBREST 828 Xenia Street, S. E. Washington 20, D. C. JOSEPH SAVIA and BERNICE M. SAVIA, his wife 4829 - 69th Place, Woodlawn Hyattsville, Maryland WILLIAM T. SCOTT Churchton, Maryland CORDELLE CONSTRUCTION COMPANY, INC. 5003 Litchfield Avenue Baltimore 15, Maryland AND ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN ANY OF THE PROPERTIES DESCRIBED HEREAFTER IN THIS ORDER OF PUBLICATION.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 15,230 EQUITY

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

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in Anne Arundel County, sold by the Collector of Taxes for the County of Anne Arundel and the State of Maryland to the Plaintiff in this proceeding:

1. All that tract of land situate in the Fourth Election District of Anne Arundel County designated as Lot No. 13 in a subdivision known as "Landwehrs Tract" and recorded among the Plat Records of Anne Arundel County in Plat Book No. 11, page 4, being the identical lot of ground less particularly described in said Certificate and being the same lot of ground which was conveyed to Mary B. Jackson and Viola M. Jackson, her daughter, by J. Henry Brown and Lucy R. Brown, his wife, by deed dated January 26, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 740, folio 535. On January 13, 1960, the United States of America obtained a judgment against the said Mary B. Jackson and Viola M. Jackson, her daughter, in the United States District Court, Baltimore, Maryland, in the amount of $1,063.72, plus costs and interest, the case being No. 11745 Civil Docket in said Court.

2. All that lot of ground situate in the Fourth Election District of Anne Arundel County containing 0.62 acres, more or less, and particularly described in a certain deed from Mamie Rollins and James B.

FILED

1962 OCT -8 PM 4:07

Rollins, her husband, to Frank S. Harrison and Margaret Harrison, his wife, dated November 13, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 319, folio 353. The title to the above lot is clouded by a previous Tax Sale, being formerly owned by Isaiah Wilson and sold in October, 1937, for default in payment of taxes for the year 1936.

3. All those certain lots of ground in the First Election District of Anne Arundel County designated as Lots Nos. 1833 and 1834 on a Plat of Woodland Beach, recorded among the Plat Records of Anne Arundel County in Plat Book No. 8, page 9, being the identical lots of ground described less particularly in said certificate and being the same lots of ground which were conveyed by Frank I. Williams and wife to Carroll Bondbrest by deed dated September 5, 1933, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 132, folio 296.

4. All those certain lots of ground situate in the Seventh Election District of Anne Arundel County designated as Lots Nos. 2 and 4 in Block 12 as shown on a Plat of Avalon Shores, recorded among the Plat Records of Anne Arundel County in Plat Book No. 8, page 36, being the identical lots of ground described less particularly in said Certificate and being the same lots of ground which were conveyed by John A. Mohr and wife to Joseph Savia and Bernice M. Savia, his wife, by deed dated March 5, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 907, folio 573.

5. All that certain lot of ground situate in the Seventh Election District of Anne Arundel County containing two acres of land, more or less, as particularly described in a deed from Virgil M. Franklin et al to William Scott, dated June 23, 1908, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 59, folio 500.

6. All that certain lot of ground situate in the Fourth Election District of Anne Arundel County containing five acres, more or less, and designated on a Plat of Kings Heights, Section 3, recorded among the Plat Records of Anne Arundel County in Plat Book No. 30, page 3, as Recreational Area and being a part of the land which was conveyed by Wallace D. Ketcham et al to Cordelle Construction Company, Inc., by deed dated June 11, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 839, folio 45.

The Bill states among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

IT IS, THEREUPON, this 8th October ~~December~~, 1962, by the Circuit Court for Anne Arundel County, ORDERED: That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four (4) successive weeks, before the 13th day of December, 1962, warning all persons interested in the said properties to be and appear in this Court on or before the 13th day of December, 1962,

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and redeem the said properties described in these proceedings and answer the Bill of Complaint, or thereafter a final Decree will be rendered foreclosing all rights of redemption in the properties, and vesting in the Plaintiff a title free and clear of all encumbrances.

Louis N. Phipps
Clerk

In The Circuit Court
For
Anne Arundel County
No. 15,230 Equity

WALTER R. HARDISTY
Larkins Hundred
Edgewater, Maryland
VS.
MARY B. JACKSON and
VIOLA M. JACKSON, her daughter
Gambrills, Maryland
UNITED STATES OF AMERICA
Judgment Creditor
FRANK S. HARRISON and
MARGARET HARRISON, his wife
Box 398, Odenton, Maryland
ISAIAH WILSON
Odenton, Maryland
CARROLL A. BONDBREST
828 Xenia Street, S.E.
Washington 20, D.C.
JOSEPH SAVIA and
BERNICE M. SAVIA, his wife
4829 - 69th Place, Woodlawn
Hyattsville, Maryland
WILLIAM T. SCOTT
Churchton, Maryland
CORDELLE CONSTRUCTION COMPANY, INC.
5003 Litchfield Avenue
Baltimore 15, Maryland
And all other persons having or claiming to have any interest in any of the properties described hereafter in this Order of Publication.

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in Anne Arundel County, sold by the Collector of Taxes for the County of Anne Arundel and the State of Maryland to the Plaintiff in this proceeding:

1. All that tract of land situate in the Fourth Election District of Anne Arundel County designated as Lot No. 13 in a subdivision known as "Landwehrs Tract" and recorded among the Plat Records of Anne Arundel County in Plat Book No. 11, page 4, being the identical lot of ground less particularly described in said Certificate and being the same lot of ground which was conveyed to Mary B. Jackson and Viola M. Jackson, her daughter, by J. Henry Brown and Lucy R. Brown, his wife, by deed dated January 26, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 740, folio 535. On January 13, 1960, the United States of America obtained a judgment against the said Mary B. Jackson and Viola M. Jackson, her daughter, in the United States District Court, Baltimore, Maryland, in the amount of $1,063.72, plus costs and interest, the case being No. 11745 Civil Docket in said Court.

2. All that lot of ground situate in the Fourth Election District of Anne Arundel County containing 0.62 acres, more or less, and particularly described in a certain deed from Mamie Rollins and James B. Rollins, her husband, to Frank S. Harrison and Margaret Harrison, his wife, dated November 13, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 319, folio 353. The title to the above lot is clouded by a previous Tax Sale, being formerly owned by Isaiah Wilson and sold in October, 1937, for default in payment of taxes for the year 1936.

No. M

14

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 145 PAGE 491

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 9, 1962

We hereby certify, that the annexed Order of Publication Eq. 15,230 Mary B. Jackson, Etc.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of December, 1962. The first insertion being made the 11th day of October, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

3. All those certain lots of ground in the First Election District of Anne Arundel County designated as Lots Nos. 1833 and 1834 on a Plat of Woodland Beach, recorded among the Plat Records of Anne Arundel County in Plat Book No. 8, page 9, being the identical lots of ground described less particularly in said certificate and being the same lots of ground which were conveyed by Frank I. Williams and wife to Carroll Bondbrest by deed dated September 5, 1933, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 132, folio 296.

4. All those certain lots of ground situate in the Seventh Election District of Anne Arundel County designated as Lots Nos. 2 and 4 in Block 12 as shown on a Plat of Avalon Shores, recorded among the Plat Records of Anne Arundel County in Plat Book No. 8, page 36, being the identical lots of ground described less particularly in said Certificate and being the same lots of ground which were conveyed by John Mohr and wife to Joseph Savia Bernice M. Savia, his wife, by deed dated March 5, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 907, folio 573.

5. All that certain lot of ground situate in the Seventh Election District of Anne Arundel County containing two acres of land, more or less, as particularly described in a deed from Virgil M. Franklin et al to William Scott, dated June 23, 1908, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 59, folio 500.

6. All that certain lot of ground situate in the Fourth Election District of Anne Arundel County containing five acres, more or less, and designated on a Plat of Kings Heights, Section 3, recorded among the Plat Records of Anne Arundel County in Plat Book No. 30, page 3, as Recreational Area and being a part of the land which was conveyed by Wallace D. Ketcham et al to Cordelle Construction Company, Inc., by deed dated June 11, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 839, folio 45.

The Bill states among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

IT IS, THEREUPON, this 8th day of October, 1962, by the Circuit Court for Anne Arundel County, ORDERED: That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four (4) successive weeks before the 13th day of December, 1962, warning all persons interested in the said properties to be and appear in this Court on or before the 13th day of December, 1962, and redeem the said properties described in these proceedings and answer the Bill of Complaint, or thereafter a final Decree will be rendered foreclosing all rights of redemption in the properties, and vesting in the Plaintiff a title free and clear of all encumbrances.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

N-1

WALTER R. HARDISTY, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs	:	ANNE ARUNDEL COUNTY
WILLIAM T. SCOTT, Et Al Defendants	:	NO. 15,230, EQUITY

. . . . . .

STIPULATION

It is agreed between the parties hereto that the following amounts must be paid in order that Defendant, William T. Scott, may redeem the property described in Tax Sale Certificate Number 3159 filed in these proceedings:

To be paid to the County Treasurer of Anne Arundel County for 1959 taxes, interest and cost	$ 29.12	
For 1960 taxes	42.80	
For 1961 taxes	29.52	
For 1962 taxes	37.09	
Interest to Purchaser	10.73	
		$ 149.26
Clerk of Court, proportionate share of costs		12.00
Proportionate share of advertising costs		26.84
Title Examination and Attorney's Fee		75.00
		$ 263.10

John H. Hopkins, IV
15 School Street
Annapolis, Maryland
Attorney for Plaintiff

George E. Rullman, Jr.
140 South Street
Annapolis, Maryland
Attorney for Defendant

FILED

1962 DEC 18 PM 3:35

WALTER R. HARDISTY, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs	:	ANNE ARUNDEL COUNTY
WILLIAM T. SCOTT, Et Al Defendants	:	NO. 15,230, EQUITY

. . . . . .

ORDER OF COURT

UPON the aforegoing Stipulation, it is, this 18th day of December, 1962, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary to redeem the property described in Tax Sale Certificate No. 3159 are:

To be paid to the County Treasurer of Anne Arundel County for 1959 taxes, interest and cost	$ 29.12	
For 1960 taxes	42.80	
For 1961 taxes	29.52	
For 1962 taxes	37.09	
Interest to Purchaser	10.73	
		$149.26
Clerk of Court, proportionate share of costs		12.00
Proportionate share of advertising costs		26.84
Title examination and Attorney's Fee		75.00
		$263.10

George Sachse
Judge

FILED

1962 DEC 19 AM 9:22

16

BOOK 145 PAGE 495

WALTER R. HARDISTY, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs	:	ANNE ARUNDEL COUNTY
WILLIAM T. SCOTT, Et Al Defendants	:	No. 15,230, EQUITY

. . . . . .

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above case settled and the property redeemed as to the Defendant, William T. Scott, and all persons having or claiming to have any interest in the property described in Tax Sale Certificate No. 3159 filed in these proceedings.

John H. Hopkins, IV
15 School Street
Annapolis, Maryland
Attorney for Plaintiff

FILED

1962 DEC 19 PM 4:03

WALTER R. HARDISTY Plaintiff	:	IN THE
	:	CIRCUIT COURT
v.	:	FOR
	:	ANNE ARUNDEL COUNTY
JOSEPH SAVIA and BERNICE SAVIA, et al Defendants	:	NO. 15,230, EQUITY

. . . . . .

ORDER OF COURT

UPON the aforegoing Stipulation, it is this 11th day of December, 1962, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary to redeem the property described in Tax Sale Certificate No. 3/62 are:

To be paid to the County Treasurer of Anne Arundel County for 1959 taxes, interest and cost	$ 79.52	
For 1960 taxes, interest and advertising	99.27	
For 1961 taxes and interest	90.43	
For 1962 taxes and interest	85.22	
Interest to Purchaser	23.63	
Costs	3.00	$ 381.07
Clerk of Court, proportionate share of costs		12.00
Proportionate share of advertising costs		26.84
Title Examination and Attorney's Fee for the Plaintiff's Attorney		75.00
		$ 494.91

George Sachse
Judge

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BOOK 145 PAGE 497

WALTER R. HARDISTY Plaintiff	:	IN THE
v.	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
JOSEPH SAVIA and BERNICE SAVIA, et al Defendants	:	NO. 15,230, EQUITY

. . . . . .

STIPULATION

It is agreed between the parties hereto that the following amounts must be paid in order that the Defendants, JOSEPH and BERNICE SAVIA, may redeem the property described in Tax Sale Certificate Number 3162, filed in these proceedings:

To be paid to the County Treasurer of Anne Arundel County for 1959 taxes, interest and cost	$ 79.52	
For 1960 taxes, interest and advertising	99.27	
For 1961 taxes and interest	90.43	
For 1962 taxes and interest	85.22	
Interest to Purchaser	23.63	
Costs	3.00	$ 381.07
Clerk of Court, proportionate share of costs		12.00
Proportionate share of advertising costs		26.84
Title Examination and Attorney's Fee for the Plaintiff's Attorney		75.00
		$ 494.91

John Hopkins, IV
15 School Street
Annapolis, Maryland
Attorney for Plaintiff

Bennett Crain, Jr.
GARY and CRAIN
88 State Circle, Annapolis, Md.
Attorney for Defendant

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18

BOOK 145 PAGE 498

WALTER R. HARDISTY Plaintiff	:	IN THE
	:	CIRCUIT COURT
v.	:	FOR
	:	ANNE ARUNDEL COUNTY
JOSEPH SAVIA and BERNICE SAVIA, et al Defendants	:	NO. 15,230, EQUITY

. . . . . .

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above case settled and the property redeemed as to the Defendants, JOSEPH SAVIA and BERNICE SAVIA, and all persons having or claiming to have any interest in the property described in Tax Sale Certificate No. 3162, filed in these proceedings.

John H. Hopkins, IV
15 School Street
Annapolis, Maryland
Attorney for Plaintiff

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BOOK 145 PAGE 499

WALTER R. HARDISTY Larkins Hundred Edgewater, Maryland	:	
	:	IN THE CIRCUIT COURT
vs.	:	
	:	FOR
MARY B. JACKSON and VIOLA M. JACKSON, her daughter Gambrills, Maryland	:	ANNE ARUNDEL COUNTY
UNITED STATES OF AMERICA Judgment Creditor	:	No. 15,230 EQUITY
	:	
FRANK S. HARRISON and MARGARET HARRISON, his wife Box 398, Odenton, Maryland	:	
	:	
ISAIAH WILSON Odenton, Maryland	:	
CARROLL A. BONBREST 828 Xenia Street, S. E. Washington 20, D. C.	:	
JOSEPH SAVIA and BERNICE M. SAVIA, his wife 4829 - 69th Place, Woodlawn Hyattsville, Maryland	:	
	:	
WILLIAM T. SCOTT Churchton, Maryland	:	
CORDELLE CONSTRUCTION COMPANY, INC. 5003 Litchfield Avenue Baltimore 15, Maryland	:	
AND ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN ANY OF THE PROPERTIES	:	
	:	

...oOo...

ANSWER TO BILL OF COMPLAINT

Now comes the United States of America, one of the Defendants above, by Joseph D. Tydings, United States Attorney for the District of Maryland, and J. Edward Davis, Assistant United States Attorney for said District, and in answer to the Bill of Complaint filed herein, says:

1. The Defendant admits the allegations contained in paragraph 2, Certificate No. 3170, but avers that it is without sufficient

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information to either admit or deny the remaining allegations of paragraph 2 and the allegations contained in paragraphs 1, 3, 4, 5, and 6 of the Bill of Complaint.

2. Further answering, this Defendant submits that it does not intend to redeem any of the properties described in the Bill of Complaint and submits to a final Decree rendering foreclosure of its rights of redemption to the said properties described in the Bill of Complaint insofar as such Decree extends to the judgment of this Defendant described in paragraph 2, Certificate 3170 of the Bill of Complaint being the same judgment referred to in paragraph 1 of the Order of Publication attached to the Bill of Complaint. It being the specific intention of this Defendant to retain all rights of its judgment against Mary B. Jackson and Viola M. Jackson personally and to any properties which they may have an interest other than that property referred to by this Answer.

3. John H. Hopkins, attorney for the Plaintiff, specifically consented to the late filing of this Answer to his Bill of Complaint.

I hereby Consent to the
Late Filing of the Aforegoing
Answer of the United States of
America.

Attorney for the Plaintiff

Joseph D. Tydings
United States Attorney

J. Edward Davis
Assistant United States Attorney

I hereby certify that a copy of the foregoing Answer was mailed on January 21, 1962, to John H. Hopkins, IV, Esq., 15 School Street, Annapolis, Maryland.

J. Edward Davis
Assistant United States Attorney

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WALTER R. HARDISTY	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
	:	
MARY B. JACKSON, et al	:	NO. 15,230 EQUITY

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

AFFIDAVIT

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

JOHN H. HOPKINS, IV, Solicitor for the Plaintiff herein, does hereby certify that on the 10th day of October, 1962, he caused a copy of the Bill of Complaint and the Order of Publication in the above entitled cause to be mailed by Certified Mail, Return Receipt Requested, to the Defendants named in this cause at their last known Post Office addresses, according to the records of the Bureau of Assessments of Anne Arundel County. He further certifies that the aforementioned Certified letters were returned and receipts received as follows:

To Mary B. Jackson and Viola M. Jackson, her daughter, the letter was returned marked "moved-left no address".

To Frank S. Harrison and Margaret Harrison, his wife, the letter was returned marked "unclaimed".

To Isaiah Wilson, the return receipt was signed on October 11, 1962. by "Anna C. Wilson".

To Carroll A. Bondbrest, the letter was returned marked "moved-left no address".

To Cordelle Construction Company, Inc., the return receipt was signed October 11, 1962, by "Mrs. Clark N. West, III".

He further certifies that he has checked the Orphans Court Records of Anne Arundel County, the telephone directories of Anne Arundel County, the City of Baltimore and the District of Columbia, and he is unable to locate the Defendants or a record of their estates; that he does not have any other addresses for the said Defendants nor does he know the names or addresses of their heirs, if any, if they may be deceased, nor has he any way of ascertaining same.

He further certifies that he searched the Land, Equity, Law and Register

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of Wills Records of Anne Arundel County as required by Section 103, Article 81 of the Annotated Code of Maryland, 1957 Edition, and that the parties Defendants in this proceeding are the only parties having an interest in the properties mentioned in said cause as shown by said Records and disclosed by said search.

WITNESS the hand and seal of the affiant this 22nd day of January, 1963.

John H. Hopkins, IV (SEAL)
Solicitor for Plaintiff

SUBSCRIBED AND SWORN to before me this 22nd day of January, 1963.

Lavada Lewis, Notary Public
My commission [illegible] 1963

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BOOK 145 PAGE 503

WALTER R. HARDISTY	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
	:	
MARY B. JACKSON, et al	:	NO. 15,230 EQUITY

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

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued in these proceedings having been duly published in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, Maryland, and the Defendants, Mary B. Jackson and Viola M. Jackson, her daughter, Frank S. Harrison and Margaret Harrison, his wife, Isaiah Wilson, Carroll A. Bondbrest, and Cordelle Construction Company, Inc., their heirs at law and other persons having or claiming to have any interest in the properties which are the subject matter of these proceedings, having failed to appear in person or by solicitor and answer the Bill of Complaint filed against them.

It is thereupon, this 22nd day of January, 1963, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that the said Bill of Complaint be, and the same is hereby taken Pro Confesso against the Defendants, Mary B. Jackson and Viola M. Jackson, her daughter, Frank S. Harrison and Margaret Harrison, his wife, Isaiah Wilson, Carroll A. Bondbrest, and Cordelle Construction Company, Inc., their heirs at law and those claiming by, through or under them, and all persons having or claiming to have any interest in the properties which are the subject matter of these proceedings.

George Jackson
Judge

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BOOK 145 PAGE 504

WALTER R. HARDISTY	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
	:	
MARY B. JACKSON, et al	:	NO. 15,230 EQUITY

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

DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Article 81 of the Annotated Code of Maryland, referring to the foreclosure of the equity of redemption of tax sale property.

It is thereupon, this 4th day of April, 1962, by the Circuit Court of Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the Defendants, Mary B. Jackson and Viola M. Jackson, her daughter, United States of America, Judgment Creditor, Frank S. Harrison and Margaret Harrison, his wife, Isaiah Wilson, Carroll A. Bondbrest and Cordelle Construction Company, Inc., or of anyone claiming by, through or under them, in and to the properties described in this proceedings, be and the same are hereby barred and foreclosed.

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

3. That, upon payment to him of the balances, if any, due, on the purchase price of said properties, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said properties to the Plaintiff.

4. That the Plaintiff shall pay the costs of this proceedings.

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D. Brian Duckett
Judge

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BOOK 145 PAGE 505

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
IRVIN D. SLAUSON AND RENEE L. SLAUSON, HIS WIFE	:	(In Equity)

Mr. Clerk:

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

1. Original Mortgage from Irvin D. Slauson and Renee L. Slauson, his wife to Baltimore Federal Savings and Loan Association dated August 13th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1323 folio 115.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

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

MARYLAND

BOOK 1323 PAGE 115

MORTGAGE

BOOK 145 PAGE 506

THIS MORTGAGE, made this 13th day of August, A. D. 1959, by and between IRVIN D. SLAUSON AND RENEE L. SLAUSON, 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 FIFTEEN THOUSAND ONE HUNDRED NINETY AND 00/100ths Dollars ($ 15,190.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one-quarter per centum (5¼ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of EIGHTY-THREE AND 88/100ths Dollars ($ 83.88), commencing on the first day of September, 19 59, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 1989. 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 thereof, being known and designated as Lot No. 4 in Block K as designated and shown on "Plat No. 1, Country Club Manor" dated May 1958, by John W. Boutwell, Jr., Surveyor and recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 53. The improvements thereon being known as 1047 Genine Drive.

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

1962 OCT 15 [illegible]

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

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Fifty ($150.00) Dollars, payable half-yearly on the 26th days of June and December in each and every year.

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

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:

JOHN R. HOLLAND, JR.

Irvin D. Slauson [SEAL]
Irvin D. Slauson

[SEAL]

Renée L. Slauson [SEAL]
Renee L. Slauson

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1323 PAGE 119

I HEREBY CERTIFY, That on this 13th day of August, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Irvin D. Slauson and Renee L. Slauson, 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.

11.00

JOHN R. HOLLAND, JR. Notary Public.

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

Rec'd for record Aug. 18 1959 at 3:59 P.M.
Mailed to The Colonial Title Guarantee

...ation No. 51628
...n by DAH
...ed by JMR Examiner
for Record

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

IRVIN D. SLAUSON AND
RENEE L. SLAUSON, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL,

Attorney Named in Mortgage

BOOK 145 PAGE 510

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

IRVIN D. SLAUSON AND

RENEE L. SLAUSON, HIS WIFE

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Irvin D. Slauson and Renee L. Slauson, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **13th** day of **August** 1959, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C. No. 1323** Folio **115** .

Amount of Mortgage		**$15,190.00**
Less - amount paid on principal		557.38
		14,632.62
Plus - interest to 10/15/62		544.19
		15,176.81
Plus - overdraft in expense account		71.06
		15,247.87

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **8th** 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 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

FILED 1962 OCT 16 AM 9:32

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Plaintiff's Exhibit 'B' BOOK 145 PAGE 511

CERTIFICATE FOR U.. 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

Slauson, Irvin Daniel 02 208 229 (Major, USAR)

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
21 May 1949 - Minneapolis, Minnesota	Second Lieutenant
HOME ADDRESS AT TIME OF ENTRY	**CURRENT MONTHLY BASE PAY**
2212 Buchanan Street, N. E., Minneapolis, Minnesota	$ 610.00

CURRENT GRADE AND DUTY ASSIGNMENT

Major - 1st Replacement Division, APO 872, New York, New York

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 States 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.

REMARKS

See Reverse Side for Prior Service

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 21st DAY OF September ONE THOUSAND NINE HUNDRED AND Sixty-two .

ADJUTANT GENERAL

TO:

Callahan and Calwell
Baltimore Federal Building
Fayette and St. Paul Streets
Baltimore 2, Maryland

OCT 25

TAGO FORM 183 1 OCT 60 REPLACES AGF Z FORM 199, 1 DEC 59, WHICH IS OBSOLETE.

H14909

WALTER S. CALWELL, Attorney named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY (In Equity)
IRVIN D. SLAUSON and RENEE L. SLAUSON, his wife	*	Case No. 15,239
	*	

MILITARY AFFIDAVIT

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 Baltimore County, personally appeared Walter S. Calwell and made oath in due form of Law that Irvin D. Slauson, one of the Defendants against whom these foreclosure proceedings are instituted, is in the Military Service of the United States, and that Renee L. Slauson, 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 the Adjutant General of the Army.

Walter S. Calwell, Affiant

Subscribed and sworn to before me this 16th day of October, 1962.

Robert F. Vavrina, Notary Public

ROBERT F. VAVRINA NOTARY PUBLIC BALTIMORE CO. MD.

1962 OCT 25 PM 10:37

8

WALTER S. CALWELL, Attorney named in Mortgage	*	IN THE
	*	CIRCUIT COURT FOR
vs.	*	ANNE ARUNDEL COUNTY
IRVIN D. SLAUSON and RENEE L. SLAUSON, his wife	*	(In Equity)
	*	Case No. 15,239

P E T I T I O N

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Walter S. Calwell, Attorney Named in Mortgage, Plaintiff, in this cause, by his Solicitors, Callahan and Calwell, respectfully represents:

1. That Irvin D. Slauson and Renee L. Slauson, his wife, the Defendants herein are now the record title owners of leasehold property situate in Anne Arundel County, known as 1047 Genine Drive, having purchased said property by assignment dated August 13, 1959 from The Bedford Holding Company and duly recorded among the Land Records of Anne Arundel County, for the purchase price of $15,190.00, executed, dated and delivered on August 13, 1959 to Baltimore Federal Savings and Loan Association and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1323 folio 115, and filed among the papers in this cause as "Plaintiff's Exhibit 'A'".

2. That said mortgage is in default for the non-payment of monthly payments of principal, interest and property expense due under said mortgage from March, 1962 to October, 1962, a period of eight months, representing a total arrearage of $1,048.00, and the present unpaid principal indebtedness due on said mortgage is $15,247.87, which exceeds the original principal amount of the aforesaid mortgage and purchase price of said property, and the said property has been abandoned by the Defendants and the security of said mortgage is therefore in jeopardy of deterioration and vandalism.

3. That payment of said mortgage was guaranteed by the Veterans Administration under the provisions of the Servicemens' Readjustment Act of 1944, as amended, the benefits of which Act were made available to Irvin D. Slauson, one of the Defendants herein, as an eligible war veteran, and that in connection with said default, the Baltimore Federal Savings and Loan Association, as present holder of the aforesaid mortgage, 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.

4. That foreclosure proceedings on the aforementioned mortgage were insituted on behalf of your Petitioner on October 15, 1962 in this Honorable Court, and there has been filed with the Clerk, as "Plaintiff's Exhibit 'A'" therein, the original mortgage aforementioned.

5. That the said Irvin D. Slauson, 02 208 220, whose rank is Major, is now in the Military Service of the United States Army, stationed with 1st Replacement Division, APO 872, New York, New York, and that Irvin D. Slauson was in the Military Service of the United States Army on August 13, 1959, the date on which, as aforesaid, he executed and delivered the aforementioned mortgage to Baltimore Federal Savings and Loan Association, and the said Irvin D. Slauson is not, therefore, entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940 as to preclude continuance of foreclosure of the aforesaid mortgage. A Certificate for use under the Soldiers' and Sailors' Civil Relief Act of 1940, certified by the direction of the Adjutant General of the Army, evidencing said facts is filed with this Petition, as a part hereof, marked "Plaintiff's Exhibt 'B'", and there is also filed with this Petition a Military Affidavit, as required under the aforementioned Act, setting forth the fact that the said Irvin D. Slauson is in the military service of the United States.

6. That an act of Congress known as the "Soldiers' and Sailors' Civil Relief Act of 1940, as amended, "U. S. Code, Title 50, required consideration and authorization by this Honorable Court for continuance of the foreclosure proceedings instituted in this case.

WHEREFORE, your Petitioner requests this Honorable Court to pass an order 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 futher orders or relief as this cause may require.

10

AND AS IN DUTY BOUND, ETC.

Walter S. Calwell, Attorney named in Mortgage, Petitioner

Callahan and Calwell, Solicitors

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 Baltimore County, personally appeared Walter S. Calwell, Attorney named in Mortgage, Petitioner, and made oath in due form of Law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

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

Robert F. Vavrina, Notary Public

ORDER

It is this 25th day of October, 1962, Ordered and Decreed by the Circuit Court for Anne Arundel County (In Equity) that Julian B. Stevens, Jr. be and is hereby appointed as Attorney to represent the Defendants herein, and it is hereby further Ordered and Decreed that foreclosure proceedings in the instant case be continued unless cause be shown to the contrary on or before the 23rd day of November, 1962, provided a copy of this Petition and Order be served on the Defendants or on Julian B. Stevens, Jr., Attorney for the Defendants on or before the 9th day of November 1962.

Judge

1962 OCT 26 PM 12:17

WALTER S. CALWELL	*	IN THE CIRCUIT COURT
Attorney named in Mortgage	*	FOR
vs	*	ANNE ARUNDEL COUNTY
IRVIN D. SLAUSON and RENEE L. SLAUSON, his wife	*	NO. 15,239 EQUITY

* * * * * * * * *

ANSWER

The answer of Julian B. Stevens, Jr., Attorney for the Defendants in this cause, respectfully shows:

1- That he was appointed by order of this Honorable Court on the 25th day of October, 1962 to represent the said Defendants and was served with a copy of the Order so appointing him on the 1st day of November, 1962.

2- That immediately thereafter he contacted Walter S. Calwell, Attorney named in the mortgage for the addresses of the defendants and thereafter on the 8th day of November, 1962 he advised the Defendants, Irvin D. Slauson and Renee L. Slauson, his wife, of these proceedings by Certified letter, return receipt requested and also by regular mail of the same date, copies of the letters being attached hereto and he further states that he has received the return receipts as evidenced by their filing herewith.

3- That the Defendant, Irvin D. Slauson has replied to the said letter as evidenced by his letter filed herewith and that he states in said letter to consent to said sale in satisfaction of the mortgage debt.

4- That the Defendant, Renee L. Slauson has not answered the aforesaid letter nor has her Attorney had any communications with her whatsoever.

5- That the Defendants neither admit nor deny the allegations of the Petition for foreclosure and they submit their rights to the decision of this Honorable Court.

And, as in duty bound, etc.

Julian B. Stevens, Jr., Attorney for the Defendants
140 South Street, Annapolis, Maryland
CO. 8-1852

FILED
1962 DEC -4 AM 10:08

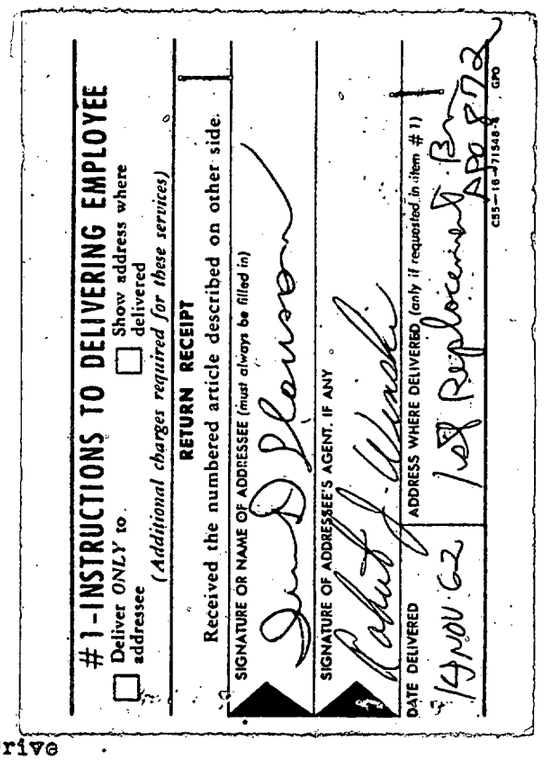
I HEREBY CERTIFY, That I have this 3rd day of December, 1962, mailed a copy of the aforegoing Answer to Walter S. Calwell, Esq., Callahan and Calwell, Baltimore Federal Building, Baltimore, Maryland.

Julian B. Stevens, Jr., Attorney

BOOK 145 PAGE 518

November 8, 1962

Mrs. Renee L. Slausen
c/o Major Irvin D. Slauson, 02 208 220
United States Army
1st Replacement Division
A.P.O. 872
New York, New York



Re: 1047 Genine Drive
Baltimore Federal Savings & Loan Ass'n.

Dear Mrs. Slausen:

I have been appointed by the Circuit Court for Anne Arundel County to represent your interest in the foreclosure proceedings now pending in that Court concerning the above referenced property which you mortgaged to the Baltimore Federal Savings & Loan Ass'n. on August 13, 1959. Unless this property is redeemed or you have a defense to the foreclosure proceedings this property will be sold by the Attorney named in the mortgage to satisfy the outstanding obligation under the mortgage.

If you have a defense to these proceedings or you plan to redeem, please communicate at once with me by telegram, telephone or air-mail. Also, if you have no objections to these proceedings continuing please notify me to that effect immediately.

Your immediate reply is urgently solicited so that I can offer any defense that you might have or I can file your consent if you have no objection.

Sincerely yours,

JBS:dr J.B. STEVENS, JR.
cc: Mrs. Renee L. Slausen, 1047 Genine Drive

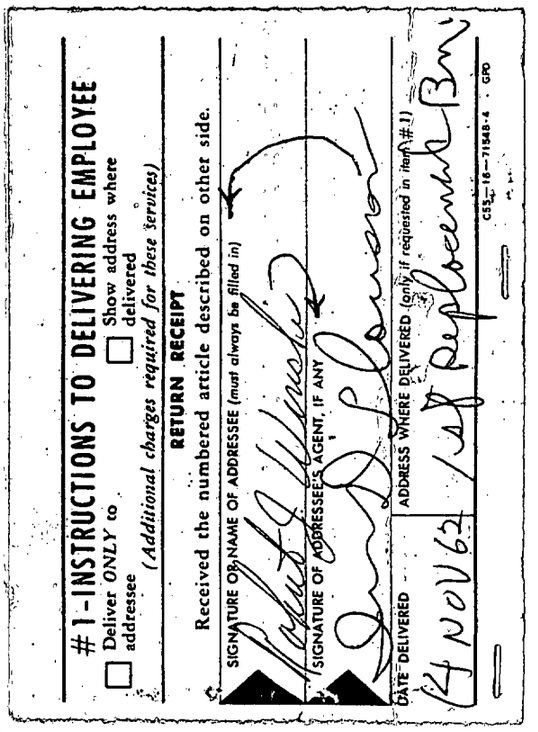
Certified - Air-Mail

FILED
1962 DEC -4 AM 10:08

14

BOOK 145 PAGE 519

November 8, 1962



Major Irvin D. Slauson, 02 208 220
United States Army
1st Replacement Division
A.P.O. 872
New York, New York

Re: 1047 Genine Drive
Baltimore Federal Savings & Loan Ass'n.

Dear Major Slauson:

I have been appointed by the Circuit Court for Anne Arundel County to represent your interest in the foreclosure proceedings now pending in that Court concerning the above referenced property which you mortgaged to the Baltimore Federal Savings & Loan Ass'n. on August 13, 1959. Unless this property is redeemed or you have a defense to the foreclosure proceedings this property will be sold by the Attorney named in the mortgage to satisfy the outstanding obligation under the mortgage.

If you have a defense to these proceedings or you plan to redeem, please communicate at once with me by telegram, telephone or air-mail. Also, if you have no objections to these proceedings continuing please notify me to that effect immediately.

Your immediate reply is urgently solicited so that I can offer any defense that you might have or I can file your consent if you have no objection.

Sincerely yours,

J. B. STEVENS, JR.

J.B.Stdr
cc: Major Irvin D. Slauson, 1047 Genine Drive

Certified - Air-Mail

FILED
1962 DEC -4 AM 10:08

BOOK 145 PAGE 520

Zweibrucken, Germany
20 November 1962

Mr. Julian B. Stevens, Jr.
Attorney and Counselor At Law
140 South Street
PO Box 174
Annapolis, Maryland

Dear Sir,

In response to your letter of November 8, 1962, I wish to inform you that I have no objections to the sale of the preoperty at 1047 Genine Drive, Glen Burnie, Maryland, nor does my wife.

I do not have the financial capability of redeeming the property.

Sincerely Yours

IRVIN D. SLAUSON
Captain, Infantry

Capt Irvin D. Slauson
1st Replacement Battalion
APO 872, US Forces, N.Y., N.Y.

FILED
1962 DEC -4 AM 10:08

16

BOOK 145 PAGE 521

WALTER S. CALWELL, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
		In Equity
IRVIN D. SLAUSON and RENEE L. SLAUSON, his wife	*	Case No. 15,239
	*	

ORDER

The Defendants, Irvin D. Slauson and Renee L. Slauson, his wife, having failed to show cause as required by the Order of this Court, dated October 25, 1962, although it appears that a copy was served on Julian B. Stevens, Jr., Attorney appointed by this Court, and the said Attorney having filed his Answer showing no reason why the proceedings should not be continued and the cause having been submitted and the Court having read and considered the Petition, Exhibits, Affidavit and Answer:

It is this 17th day of December, 1962, Ordered and Decreed by the Circuit Court for Anne Arundel County that Walter S. Calwell, Attorney Named in Mortgage, Petitioner, is hereby granted leave to continue and to proceed with the foreclosure proceedings in this cause, and the said Walter S. Calwell, Attorney Named in Mortgage, be and he is hereby authorized to exercise the power of sale contained in the Mortgage filed in these proceedings.

George Sachse
Judge

APPROVED:

Julian B. Stevens, Jr.,
Attorney for Defendants

FILED
1962 DEC 17 AM 9:31

Equity 15,239

Mortgagee and Attorney's Bond. 1-369

LIBER 11 PAGE 549 BOOK 145 PAGE 522

New Amsterdam Casualty Company

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N.Y.

BOND NO. 0466-0274-0203-63

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 FIFTEEN THOUSAND, THREE HUNDRED AND NO/100 ($15,300.00) - - - - - - - - - - - - - - - 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 1st day of February in the year nineteen hundred and sixty-three

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Irvin D. Slauson and Renee L. Slauson, his wife, to Baltimore Federal Savings & Loan Association bearing date the 13th day of August nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1323, Folio 115, and

#1047 Genine Drive, A. A. Co., Md.

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Link

~~XXXXX~~
WITNESS:

S. Alvey
S. Alvey

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By [signature] FILED
R. H. Nichols, Attorney-in-Fact

1963 FEB -5 PM 12 55

Bond approved this 5th day of February, 1963

Louis N. Phipps, Clerk

18

CALLAHAN AND CALWELL
Solicitors
Baltimore Federa[illegible] ig.
Baltimore 2, .

Attorney's Sale

Of Valuable Leasehold Property

Under and hy virtue of the power and authority contained in a Mortgage from Irvin D. Slauson and Renee L. Slauson, his wife to Baltimore Federal Savings and Loan Association, dated August 13th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1323 folio 115 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., Feb. 6th, 1963
at 3:45 P.M.,

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, Maryland, at Country Club Manor, near Furnace Branch and Marley Creek, and described as follows:

Being known and designated as Lot No. 4, in Block K as designated and shown on "Plat No. 1, Country Club Manor," dated May 1958. by John W. Boutwell, Jr., Surveyor. which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 53: the improvements whereon are known as No. 1047 Genine Drive.

Together with the huildings thereupon. and all rights, alleys, ways, waters, privileges, appurtenances. and advantages, thereunto belonging, or in anywise appertaining. Subject to an annual ground rent of $150.00 and to any restrictive covenants, and-or Utility Agreements, of record, affecting the property

The improvements consist of a one story frame ranch type dwelling, containing 6 rooms (3 bedrooms) 1 bath, hot water gas fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneer J-31

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 145 PAGE 523

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1963

We hereby certify, that the annexed

Attorney's Sale

Irvin D. Slauson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of February, 1963. The first insertion being made the 10th day of January, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
FEB -6 PM 2:48

BOOK 145 PAGE 524

WALTER S. CALWELL, Attorney Named in Mortgage VS. IRVIN D. SLAUSON AND RENEE L. SLAUSON, HIS WIFE	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 15,239

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 6th day of February, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL S. & L. ASS'N.

by Charles E. Williams
Purchaser

Charles E. Williams, Vice President

FILED

1963 FEB -8 AM 9:20

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link Notary Public

20

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
IRVIN D. SLAUSON AND RENEE L. SLAUSON, HIS WIFE	:	(In Equity) No. 15,239
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated August 13th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1323 folio 115 from said Irvin D. Slauson and Renee L. Slauson, 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 6th day of February, 1963 at 3.45 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. 4 in Block K as designated and shown on "Plat No. 1, Country Club Manor" dated May 1958, by John W. Boutwell, Jr., Surveyor and recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 53, the improvements whereon are known as No. 1047 Genine Drive; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1963 FEB -8 AM 9:20

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

Attorney's Sale

Of Valuable Leasehold Property

BOOK 145 PAGE 526

Under and by virtue of the power and authority contained in a Mortgage from Irvin D. Slauson and Renee L. Slauson, his wife to Baltimore Federal Savings and Loan Association, dated August 13th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1323 folio 115 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auetion on the premises on

Wed., Feb. 6th, 1963 at 3:45 P.M.,

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, Maryland, at Country Club Manor, near Furnaee Branch and Marley Creek, and described as follows:

Being known and designated as Lot No. 4, in Bloek K as designated and shown on "Plat No. 1, Country Club Manor," dated May 1958, by John W. Boutwell, Jr., Surveyor, which Plat is reeorded among the Land Reeords of Anne Arundel County in Plat Book 30 folio 53; the improvements whereon are known as No. 1047 Genine Drive.

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

Subjeet to an annual ground rent of $150.00 and to any restrictive covenants, and-or Utility Agreements, of record, affeeting the property

The improvements consist of a one story frame raneh type dwelling, containing 6 rooms (3 bedrooms) 1 bath, hot water gas fired heat.

TERMS OF SALE: A eash deposit of $500.00 will be required of the purehaser at the time and plaee of sale, balanee of purehase priee upon final ratifiea-tion of sale by the Cireuit 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 ducumentary stamps and County transfer tax, if any, shall be borne by the purehaser.

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

J-31

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 Thirteen Thousand six Hundred ($13,600.00) Dollars, subject to the payment of an annual ground rent of $150.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,

Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 7th day of February, 1963 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link, Notary Public

ORDER NISI

WALTER S. CALWELL, ATTORNEY NAMED

IN MORTGAGE

versus

IRVIN D. SLAUSON AND

RENEE L. SLAUSON, HIS WIFE

BOOK 145 PAGE 528

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,239 Equity

Ordered, this 8th day of February, 19 , 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 18th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of March next.

The report states that the amount of sale was $ 13,600.00

Lewis N. Phipps Clerk.

True Copy,

TEST: Clerk.

WALTER S. CALWELL, ATTY. FOR: MARYLAND GAZETTE Feb. 14th Edition

(Final Order)

WALTER S. CALWELL, ATTORNEY NAMED

IN MORTGAGE

versus

IRVIN D. SLAUSON AND

RENEE L. SLAUSON, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of June, 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.

O Bruce Duckett

JUDGE.

FILED

1963 MAR 19 PM 1:59

23

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 145 PAGE 529

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 7, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,239

Irvin D. Slauson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of March, 1963. The first insertion being made the 14th day of February, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tildghman

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,239 EQUITY

Walter S. Calwell, Attorney named in Mortgage
versus
IRVIN D. SLAUSON and RENEE L. SLAUSON his wife

Ordered, this 8th day of February, 1963, 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 18th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of March next.

The report states that the amount of sale was $13,000.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

M-7

FILED
1963 MAR -8 AM 11:04

No. M. G. 34453

BOOK 145 PAGE 530

In the Case of

Walter S. Calwell, Attorney Named in Mortgage

VS.

Irvin D. Slauson and Renee L. Slauson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,239 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

Auditor.

FILED
1963 APR -8 PM 3:27
4/8/63

FINAL ORDER

ORDERED BY THE COURT, this 24th day of April, 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. Tolliver, deputy

FILED
1963 APR 24 AM 10:05

25

Dr. Mortgaged Real Estate of Irvin D. Slauson and Renee L. Slauson, 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		13600 00	
By	Interest, 6%, on deferred payment			
	$13,100.00 for 2/6/63 to 3/20/63		99 73	
				13699 73
To	Attorney, for fee, viz	50 00		
To	Attorney, for commissions, viz	438 00		
			488 00	
To	Attorney for court costs, viz			
	Plaintiff's Solicitor, appearance fee	10 00		
	Clerk, court costs	46 75		
	Sheriff	1 45		
	Julian B. Stevens, Jr., Counsel fee per O/Ct 12/21/62	50 00		
	Defendant's Solicitor, appearance fee	10 00		
	Auditor, this account	22 50		
			140 70	
To	Attorney, for disbursements, viz			
	Capital-Gazette Press, Inc. Advertising & Nisi Sale	88 52		
	New Amsterdam Casualty Co.--bond	61 20		
	E. T. Newell & Co., Inc. auctioneer's fee	35 00		
	Notary fees	1 25		
	Adjustment, Ground rent, 12/26/62 to 2/6/63	17 12		
	Adjustment, 1963 taxes, 1/1/63 to 2/6/63	24 72		
			227 81	

To	Baltimore Federal Savings & Loan Assoc.,						
	Mortgagor on account of mortgage claim					12843	22
						13699	73
	Balance due on mortgage, as per claim						
	filed	15247	87				
	Interest, 5 1/4%, on principal balance,						
	$14703.68, from 10/16/62 to 3/18/63	321	65				
		15569	52				
	Credit amount allowed above	12843	22				
	this amount subject to decree in personam	2726	30				

BOOK 145 PAGE 533

DANIEL B. CHAMBERS, JR., Assignee

3 EAST LEXINGTON STREET

BLATIMORE 2, MARYLAND

IN THE CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,374 Equity

vs

PAUL W. McLEWEE and

GERALDINE McLEWEE, his wife,

1319 ASTER COURT

GLENBURNIE

A.A. COUNTY, MARYLAND

Mr. Clerk,

Please docket the above captioned case and file Petitioner's Exhibit number one.

Daniel B. Chambers, Jr., Assignee

43 United Services Trust Bldg.
Charles & Lex. Sts.
Balto. 2, Md.
Lex 9-1550

FILED

1963 JAN -8 PM 12:02

BOOK 145 PAGE 534 BOOK 1458 PAGE 95 No. 15,374 Equity

THIS MORTGAGE, made this 23rd day of January,
in the year one thousand nine hundred and sixty-one , between
PAUL W. McLEWEE and GERALDINE M. McLEWEE, his wife, of ANNE ARUNDEL COUNTY
in the State of Maryland, Mortgagors, and
HOME MUTUAL LIFE INSURANCE COMPANY, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said PAUL W. McLEWEE and Geraldine M. McLewee, his wife,
are justly indebted to the mortgagee in the sum of Eighty-four Hundred Ninety Dollars ($8,490.00) which said sum was this day loaned to them and which they have agreed to repay in accordance with the terms of a certain note or obligation bearing even date herewith, providing for the payment thereof in instalments, the first of which is due and payable on the 23rd day of February ,1961, and the last, which instalment shall include the unpaid balance with interest, shall be due on the 23rd day of January , in the year Nineteen Hundred eighty-six (1986), and

WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Law of Maryland of 1945, or any amendments thereto; and

WHEREAS it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, in accordance with the terms and conditions of said note, as well as the performance of the other covenants and conditions herein should be secured by these presents.

NOW, THEREFORE, this mortgage witnesseth that in consideration of the premises and of one dollar, the said Paul W. McLewee and Geraldine M. McLewee, wife. do grant, convey and assign unto said HOME MUTUAL LIFE INSURANCE COMPANY, its successors and assigns, all that lot, piece or parcel of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEING known as lot No. 14 Block D as shown on Section 1 Plat of Rippling Ridge, Inc dated March 18, 1960 and recorded among the Land Records of Anne Arundel County in liber G.T.C. NO. 1377, folio 130, the Improvements being known as 1319 Wilson Court.

BEING the same lot of ground which by deed of even date herewith and recorded, or intended to be recorded among the Land Records of Baltimore County prior hereto, was granted and conveyed by David R. Rubens, unmarried, unto the mortgagors herein, subject to the payment of an annual Ground Rent of $150.00, payable in semi-annual instalments on the 23rd days of January and July in each and every year.

FILED

1963 JAN -8 PM 1:26

2 Petitioner's Exhibit No. 1

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in

During the residue of the 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 Fifty Dollars ($150.00) payable in semi-annual instalments on the 23rd days of January and July in each and every year.

If however, the said Mortgagors, their heirs, personal representatives, successors or assigns, shall make the payments and perform the covenants herein on their part contained, then this mortgage shall be void.

The Mortgagors hereby covenant as follows

A. To pay the mortgage debt and interest thereon in accordance with the terms and conditions of the said Note, and any substitution, extension or renewal thereof, and to pay, when due, all taxes, assessments, public and other dues and charges levied or assessed or which may be levied or assessed on the mortgaged property and on the mortgage debt and interest, and upon payment thereof to exhibit to the Mortgagee the receipted bills therefor, at the principal place of business of the Mortgagee, and until the said indebtedness has been fully paid will keep in full force and effect that certain policy of life insurance bearing register date January 20th, 1961 numbered B 35,712 issued by the Mortgagee on the life of [illegible] and assigned to the Mortgagee as collateral security for the payment of the indebtedness secured hereby.

B. To keep all buildings subject hereto in good and substantial repair and not permit nor suffer any waste thereof, nor tear down nor materially change, nor permit to be torn down or materially change the improvements on the mortgaged property, without the written consent of the Mortgagee, and subject to the inspection of the Mortgagee.

C. To pay all other debts that are now or may become liens upon or charges against the mortgaged property which might take precedent over the lien of this mortgage.

D. To keep the improvements upon the mortgaged property insured against loss by fire and other hazards with extended coverage, as the Mortgagee may desire, in such insurance companies and in such amounts as may be satisfactory to the Mortgagee, and to cause a New York or other standard mortgagee clause satisfactory to the Mortgagee, to be attached to such policies and all payments thereunder shall be made to the sole order of the Mortgagee as its interest may appear; and to deliver all such policies to the Mortgagee to be kept by it, and at the option of the Mortgagee, any proceeds of insurance paid to it may be applied by the Mortgagee to the cost, in whole or in part, of restoring or repairing any damage done by fire, or other hazard, or the Mortgagee may retain the same and apply it in whole or in part, at its discretion, to the reduction of the mortgage debt. In the event of loss the Mortgagee is authorized and empowered to settle or compromise claims under said policies, but is not obligated to do so.

E. To comply promptly with all laws, ordinances and regulations affecting said premises or their use.

F. To warrant specially the said premises hereby mortgaged and to execute such further assurances thereof as may be requisite.

The parties hereto further covenant and agree as follows:

1. That, in the event of any default in the payment of the mortgage debt aforesaid, or in the payment of any of said instalments mentioned in said Note according to the terms thereof, or to keep any policy of life insurance held as collateral hereto in full force and effect, or in the event of any default in any covenant, agreement or condition contained herein or in said Note, and such default shall continue for a period of thirty days, the whole mortgage indebtedness shall, at the option of the Mortgagee, be and become due and payable.

2. That, in the event of any default in any of the covenants of this mortgage, the Mortgagee, its successors and assigns, or such attorney as may be designated by the Mortgagee, is authorized to sell the mortgaged property either as an entirety or in such separate parcels, and on such terms, at such places, and in such manner, as it, they or he may deem advisable, under the provisions of Article 66, Secs. 6 to 16 inclusive of the Public General Laws of Maryland, (Flack's 1939 Ed.) and amendments thereof, or under any other general or local laws of the State of Maryland relating to mortgages, now or hereafter existing.

3. That the Mortgagors do hereby declare their consent to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court No. 2 of Baltimore City. for the sale of the property hereby mortgaged, in accordance with Chapter 123, Sections 720 to 732, inclusive, of the Laws of Maryland, passed at the January Session of the General Assembly, 1898, or any amendments therof or supplements or additions thereto, which do not materially change or impair the remedy.

That upon any sale of said mortgaged property under this mortgage, whether under the power of sale, consent, decree, or by equitable foreclosure, the proceeds of such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including such counsel fees as the Court may deem proper, and also a commission to the party making the sale equal to the commission allowed trustees for making sales of property under decrees of the equity courts in the county in which the property is located second, to the payment of all claims of the Mortgagee hereunder, and third, the balance, if any to the Mortgagors, or to any person or persons entitled thereto.

4. That, immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due and owing by the Mortgagors, and each of them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commission to trustees making sales under orders or decrees of the equity courts in the county in which the property is located, and such party shall not be required to receive the principal and interest only of the mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission.

5. That, should the Mortgagors fail or neglect to pay any taxes, assessments, public and other dues or charges levied or assessed or which may be levied or assessed on the mortgaged property or on the mortgage debt and interest, when due, or to pay any lien, claim or charge against said premises which might take precedence over the lien of this mortgage, or to keep the premises insured against loss by fire or other hazards, the Mortgagee may make such payments or insure the said premises against loss by fire or other hazards in such an amount as may be necessary or desirable in the opinion of the Mortgagee to secure the mortgage indebtedness, and such sum or sums so paid shall be added to the principal of the mortgage indebtedness interest to run thereon at the rate of six per centum (6%) per annum.

6. That, should all or any part of the mortgaged property be condemned or taken through eminent domain proceedings, all or such part of any award or proceeds thereof as the Mortgagee in its sole discretion may determine, in writing, are hereby assigned and shall be paid to the Mortgagee and applied to the payment of the mortgage indebtedness.

7. That the Mortgagee may resort for the payment of the indebtedness secured hereby to its several securities therefor in such order and manner as it may think fit, and may at any time release said policy of life insurance as collateral security for the payment of the indebtedness secured hereby without regard to the consideration for such release or may accept a new policy of life insurance in place thereof for such amount and in such form as it may require without being accountable for so doing to any other lienor, and it is expressly understood and agreed that if said policy shall be cancelled or released and a new policy shall be substituted in place thereof, the Mortgagors shall keep such new policy in full force and effect until the indebtedness secured hereby is fully paid and satisfied and in default thereof the entire indebtedness secured hereby shall, at the option of the Mortgagee, become due and payable forthwith and without notice, and the Mortgagee may at any time renew this mortgage extend the time of payment of the indebtedness or any part thereof or interest thereon and waive any of the covenants or conditions of said mortgage in whole or in part, take or release other security or release any party primarily or secondarily liable or any part of the security for said mortgage indebtedness, or apply on account of principal and interest any part or all of the proceeds obtained by sale foreclosure or receivership as herein provided, without regard to other security or without in any way releasing the Mortgagors or any of them from any of the covenants or conditions of this mortgage.

8. That, until default be made in any covenant or condition of this mortgage (but not thereafter), the Mortgagors shall have possession of the property hereby mortgaged Upon default in any of the covenants or conditions of this mortgage the Mortgagee shall be entitled without notice to the Mortgagors, or any of them to the immediate appointment of a receiver of the property hereby mortgaged to operate the same without regard to the adequacy thereof as security for the mortgaged debt, and upon any default whether or not a receiver be appointed, the rents and profits of the mortgaged property are hereby assigned to the Mortgagee as additional security.

9. That the rights, powers, privileges and discretions granted to the Mortgagee under this mortgage are not in limitation of but in addition to those to which the Mortgagee is entitled under any general or local law relating to mortgages in the State of Maryland, now or hereafter existing.

10. It is also understood and agreed that in the event of the death of the Insured, the entire indebtedness hereby secured shall thereupon become due and payable, and such sum for which the Mortgagee may be legally liable on said policy of life insurance, if in force, or any policy substituted in place thereof, or any policy held as collateral hereto, or any dividends or dividend accumulations in connection with any policy held as collateral hereto shall be applied on account of the indebtedness hereby secured and in case a surplus shall remain after liquidating said indebtedness, it shall be paid over to whoever is lawfully entitled thereto.

The covenants, agreements conditions and limitations of or imposed upon the Mortgagors herein shall be binding upon their respective heirs, personal representatives or assigns.

Wherever used herein the singular number shall include the plural and conversely and the use of any gender shall be applicable to all genders.

The rights, powers, privileges and discretions to which the Mortgagee may be entitled herein shall inure to the successors and assigns.

IN WITNESS WHEREOF the said Mortgagors have hereunto set their hands and seals the day and year first above written.

Witness as to Mortgagors.

Sara C. Hamner

Paul W. McLewee (SEAL)

Geraldine M. McLewee (SEAL)

BOOK 1458 PAGE 98

BOOK 145 PAGE 537

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

On this 23rd day of January, 1961, before me, the subscriber, the undersigned officer, personally appeared PAUL W. McLEWEE and GERALDINE M. McLEWEE, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

AS WITNESS my hand and Notarial Seal.

Sara C. Hammer
Notary Public

My Commission expires
May 1, 1961

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 23rd day of January, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared EMMETT C. MacCUBBIN, President of the Home Mutual Life Insurance Company, 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.

Sara C. Hammer
Notary Public

My Commission expires
May 1, 1961

Rec'd for record Feb. 24, 1961 at 10:01 A.M.
Mailed to Daniel B. Chambers, Jr.

MORTGAGE

FROM

PAUL W. McLEWEE and

GERALDINE M. McLEWEE, wife

TO

HOME MUTUAL LIFE INSURANCE COMPANY

BLOCK NO.

Received for Record ____ 19__ at ____ o'clock ____ M. and recorded in Liber ____ No. ____ Folio ____ etc.

one of the Land Records of Baltimore ____ and examined per

____, Clerk.

Cost of Record, $ ____

LAW OFFICES
DANIEL B. CHAMBERS, JR.
43 Central Savings Bank Building
Baltimore 2, Md.

FOR VALUE RECEIVED, the Home Mutual Life Insurance Company hereby assigns the within mortgage unto Daniel B. Chambers, Jr. for the purpose of foreclosure.

January 4, 1963

AS WITNESS the seal of the said body corporate and the signature of Emmett C. MacCubbin, its President on the day and year first above written.

Witness: John L. Parks

Emmett C. MacCubbin - President

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1963 JAN -8 AM 11:48
& RECORDED IN LIBER ENP. NO. 1458 FOLIO 98
LOUIS N. PHIPPS, CLERK

BOOK 145 PAGE 538

AFFIDAVIT OF NON-MILITARY SERVICE

No. 15,374 Equity

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

I hereby certify that, on this 8th day of January ,

1963 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

Daniel B. Chambers, Jr., Attorney for the ~~Plaintiff~~

plaintiff , in the above entitled cause, and made oath, in due form of law, that ~~defendants~~

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

PAUL W. McLEWEE AND GERALDINE M, McLEWEE

and they 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 8th day of January , 19 63 .

Notarial Seal

Nan Edith Hatch

Notary Public.

My Commission will expire on:

May 6, 1963

Filed,

FILED

1963 JAN -8 PM 12: 02

DANIEL B. CHAMBERS, JR., ASSIGNEE
3 E. Lexington Street
Baltimore - 2, Maryland

IN THE CIRCUIT COURT

BOOK 145 PAGE 539 OF

VS.

ANNE ARUNDEL COUNTY

PAUL W. MCLEWEE AND GERALDINE M. MCLEWEE
1319 Aster Court formerly 1319 Wilson Court
Glen Burnie
Anne Arundel County, Maryland

IN EQUITY

No. 15,374 Equity

STATEMENT OF MORTGAGE CLAIM

Statement of Mortgage Claim of the Home Mutual Life Insurance Company under the mortgage from PAUL W. MCLEWEE AND GERALDINE M. MCLEWEE, HIS WIFE, dated January 23, 1961 and recorded among the Land Records of Anne Arundel County in LIBER GTC, #1458, Folio 95.

Original amount of Loan	$8,490.00
Paid on Principal	94.12
Principal Balance Due as of January 8, 1963	$8,395.88
Interest to January 8, 1963 (8 months and 16 days)	328.36
Total Due - Principal and Interest	$8,724.24
Deficiency in Expense Account (Money paid out over and above amount credited to the Account)	292.02
Total Due	$9,016.26

John L. Parks
John L. Parks, Treasurer

STATE OF MARYLAND, CITY OF BALTIMORE

I, hereby certify that on the 4th day of January 1963 before me, the subscriber a Notary Public of the State of Maryland, personally appeared Emmett C. MacCubbin, President of the Home Mutual Life Insurance Company and made oath that the foregoing is a true and just statement of the amount of the Mortgage Claim under the Mortgage of PAUL W. MCLEWEE and GERALDINE M. MCLEWEE, HIS WIFE, filed in said cause now remaining due and unpaid this 4th day of January 1963.

Affiant Emmett C. MacCubbin
Emmett C. MacCubbin - President

K. Elinor Kennedy
K. Elinor Kennedy - Notary Public
for Baltimore County

FILED

1963 JAN -8 PM 12:02

Bond No. 76 37 783

BOOK 145 PAGE 540

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

LIBER 11 PAGE 555

No. 15,374 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Daniel B. Chambers, Jr., 43 Central Savings Bank Building Baltimore, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eleven Thousand and 00/100 ($11,000.00) ---------- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 13th day of February in the year of our Lord 1963

Whereas, the above bounden Daniel B. Chambers, assignee

by virtue of the power contained in a mortgage from Homes Mututal Life Insurance Company to Paul W. Lewee and Geraldine M. Lewee, h/w bearing date the 20th day of January, 1961 and recorded among the mortgage records of Anne Arundel County in Liber GTC No. 1458 Folio 95 and Daniel B. Chambers, Jr., Assignee

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 Daniel B. Chambers, Jr., Assignee

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 Daniel B. Chambers, Jr., Assignee

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Daniel B. Chambers, Jr. (SEAL)

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Hilda V. Hunter *As to Surety*

By Karl L. Johnston Attorney-in-Fact.

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

Bond approved this 14th day of February, 1963

Louis N. Phipps, Clerk

FILED

1963 FEB 14 PM 2:00

8

DANIEL B. CHAMBERS, JR.
Solicitor
Baltimore 2, Md.

Assignee's Sale

Valuable Leasehold Dwelling Property

1319 ASTER COURT (FORMERMERLY KNOWN AS 1319 WILSON COURT), "RIPPLING RIDGE," GLEN BURNIE, 5TH ELECTION DISTRICT, ANNE ARUNDEL CO., MD.

Pursuant to a power and authority contained in a mortgage from Paul W. McLewee and Geraldine M. McLewee, to Home Mutual Life Insurance Company, (Default having occurred thereunder) and being duly assigned to Daniel B. Chambers, Jr., the undersigned Assignee, will sell at public auction, on the premises, on

Fri., Feb. 15th, 1963 at 2:00 P.M.

Being known as Lot No. 14, Block D, as shown on Section 1, Plat of Rippling Ridge, Inc., dated March 18, 1960, and recorded among the Land Records of Anne Arundel County In Liber G.T.C., No. 1377 Folio 130. Subject to an annual ground rent of $150.00. Improved by a MODERN SPLIT-LEVEL DWELLING, containing 6 rooms and bath. (Dwelling built in 1960).

Terms of Sale: Cash. A cash deposit of $750 will be required of the purchaser at the time 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 percent per annum from date of sale to day of settlement. Taxes, ground rent, Metropolitan Sanitary District Liens and all other expenses to be adjusted to day of sale. Documentary stamps to be paid by purchaser.

DANIEL B. CHAMBERS, JR.
Assignee
E. T. NEWELL & CO., INC.
Auctioneers, 120-26 W. North Ave.
Baltimore 1, Md. F-14

9

OFFICE OF 15,374

Maryland Gazette

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

BOOK 145 PAGE 541

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 18, 1963

We hereby certify, that the annexed Assignee's Sale Paul W. McLewee

was published in

Maryland Gazette

FILED 1963 FEB 18 PM 1:45

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of February, 1963. The first insertion being made the 24th day of January, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

DANIEL B. CHAMBERS, JR., TASSIGNEE 3 EAST LEXINGTON STREET BALTIMORE 2, MARYLAND	:	IN THE CIRCUIT COURT
	:	OF
vs	:	ANNE ARUNDEL COUNTY
PAUL W. MCLEWEE and GERALDINE M. MCLEWEE 1319 ASTER COURT (FORMERLY 1319 WILSON COURT) GLEN BURNIE, ANNE ARUNDEL COUNTY, MARYLAND	:	IN EQUITY
	:	NO. 15374

TO THE HONORABLE

JUDGE OF THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

The report of sale of Daniel B. Chambers, Jr., Trustee, pursuant to the powers contained in the mortgage dated January 23, 1961, recorded among the Land Records of Anne Arundel County in Liber G T C No. 158 Folio 95, from Paul W. McLewee and wife to Home Mutual Life Insurance Company, to make sale of the leasehold property (subject to $150.00 ground rent) known as 1319 Aster Court (formerly 1319 Wilson Court), Glen Burnie, in the proceedingsin said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his Trust, as prescribed in said mortgage, having given notice of the time, place, manner and terms of sale by advertisements inserted in Capital-Gazette Press, Inc., a weekly newspaper published in Annapolis, for more than three successive weeks pre-ceding the day of sale, said Trustee did, pursuant to said notice, on the 15th day of February, 1963 at 2 o'clock P M, attend on the premises and then and there sold at public auction the leasehold property described in the attached advertisement to Rippling Ridge, Inc. for the sum of Ten Thousand Dollars ($10,000.00), the said Corporation making the highest bid therefor.

1963 FEB 20 AM 10:00

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 19th day of February, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared

Daniel B. Chambers, 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,

Sara C. Hammer

Sara C. Hammer, Notary Public.

10

DANIEL B. CHAMBERS, JR.
Solicitor
Baltimore 2, Md.

Assignee's Sale

Valuable Leasehold Dwelling Property

1319 ASTER COURT (FORMERMERLY KNOWN AS 1319 WILSON COURT), "RIPPLING RIDGE," GLEN BURNIE, 5TH ELECTION DISTRICT, ANNE ARUNDEL CO., MD.

Pursuant to a power and authority contained in a mortgage from Paul W. McLewee and Geraldine M. McLewee, to Home Mutual Life Insurance Company, (Default having occurred thereunder) and being duly assigned to Daniel B. Chambers, Jr., the undersigned Assignee, will sell at public auction, on the premises, on

Fri., Feb. 15th, 1963 at 2:00 P.M.

Being known as Lot No. 14, Block D. as shown on Section 1, Plat of Rippling Ridge, Inc., dated March 18, 1960, and recorded among the Land Records of Anne Arundel County In Liber G.T.C., No. 1377 Folio 130. Subject to an annual ground rent of $150.00. Improved by a MODERN SPLIT-LEVEL DWELLING, containing 6 rooms and bath. (Dwelling built in 1960).

Terms of Sale: Cash. A cash deposit of $750 will be required of the purchaser at the time 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 percent per annum from date of sale to day of settlement. Taxes, ground rent, Metropolitan Sanitary District Liens and all other expenses to be adjusted to day of sale. Documentary stamps to be paid by purchaser.

DANIEL B. CHAMBERS, JR.
Assignee

E. T. NEWELL & CO., INC.
Auctioneers, 120-26 W. North Ave.
Baltimore 1, Md. F-14

FILED
1963 FEB 20 AM 10:00

ORDER NISI

BOOK 145 PAGE 544

DANIEL B. CHAMBERS, JR., Assignee

versus

PAUL W. McLEWEE and

GERALDINE M. McLEWEE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,374 Equity

Ordered, this 20th day of February, 1963, That the sale of the property in these proceedings mentioned made and reported by Daniel B. Chambers, Jr., Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of April next.

The report states that the amount of sale was $10,000.00

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

Daniel B. Chambers, Jr., Atty. Maryland Gazette (for Feb. 28 edition)

(Final Order)

DANIEL B. CHAMBERS, JR., Assignee

versus

PAUL W. McLEWEE and

GERALDINE M. McLEWEE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2nd day of April, 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.

George Sachse JUDGE.

FILED

1963 APR -2 AM 11:05

12

BOOK 145 PAGE 545

DANIEL B. CHAMBERS, JR., ASSIGNEE, Complainant	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY ,
VS	:	IN EQUITY
PAUL W. MCLEWEE, and GERALDINE M. MCLEWEE, his wife, Defendants	:	Docket No. 20 folio 435 Case No. 15374 - Equity

PURCHASERS AFFIDAVIT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes, RIPPLING RIDGE INC., a body corporate of the State of Maryland, the Purchaser of the property, the subject of these proceedings, and makes Affidavit as follows:

1. That it was the purchaser of the subject property at the sale heretofore reported to this Honorable Court, at and for the price of Ten Thousand and no/100 ($10,000.00) Dollars; that it purchased the property in its own right for itself and not as the agent for another;

2. That there are no others interested in the said purchase as Principals;

3. That it has not directly or indirectly discouraged anyone from bidding for the subject property.

WITNESS the Corporate Seal of the said body Corporate and the hand of its Vice-President hereto affixed:

ATTEST:

RIPPLING RIDGE, INC.

Ann Poland
ANN POLAND

By: Elliot Weinstein
Elliot Weinstein, Vice-President

STATE OF MARYLAND, ~~COUNTY~~ city OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 15th day of March, 1963, before me, the subscriber, a Notary Public, in and for the State aforesaid, personally appeared Elliot Weinstein, the Vice-President of Rippling Ridge, Inc., and he did acknowledge that the within Affidavit is true, accurate and correct to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal:

ANN POLAND NOTARY PUBLIC BALTIMORE, MD.

Ann Poland
ANN POLAND Notary Public

I HEREBY CERTIFY that on this 18th day of March, 1963, I did cause a copy of the within Affidavit to be forwarded to Daniel B. Chambers, Jr., Assignee,

FILED 1963 MAR 19 AM 11:20

J. ELMER WEISHEIT, JR.
ATTORNEY-AT-LAW
TOWSON, MARYLAND

13

the Complainant herein, and Attorney of Record herein by United States Mail.

J. Elmer Weisheit, Jr.
Attorney for Purchaser
101 Jefferson Building
Towson 4, Maryland
Area Code 301 - 823 - 1011

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 145 PAGE 547

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 25, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,374

Paul W. Mc Lewee

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of April, 1963. The first insertion being made the 28th day of February, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,374 Equity
DANIEL B. CHAMBERS, JR., Assignee

versus

PAUL W. MC LEWEE and GERALDINE M. MC LEWEE

Ordered, this 20th day of February, 1963, That the sale of the property in these proceedings mentioned made and reported by Daniel B. Chambers, Jr., Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of April next.

The report states that the amount of sale was $10,000.00

LOUIS N. PHIPPS
Clerk

True Copy TEST:
LOUIS N. PHIPPS
Clerk

M-21

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1963 MAR 26 PM 3:00

No. M. G. 34239

15

BOOK 145 PAGE 548

In the Case of

DANIEL B. CHAMBERS, JR., Assignee

VS.

PAUL W. McLEWEE and GERALDINE McLEWEE, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 15,374 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 APR -9 PM 12:14

All of which is respectfully submitted.
April 9, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 25th day of April, 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: A. Tollevik, deputy

FILED
1963 APR 25 PM 2:22

16

17

Dr. DANIEL B. CHAMBERS, JR., Assignee vs PAUL W. McLEWEE and GERALDINE McLEWEE, his wife

In Acct. with DANIEL B. CHAMBERS, JR., Assignee

					Cr.	
1963						
Feb.	15	Proceeds of Sale	10,000	00		
		Interest on deferred payment of $9,250.00				
		from 2/15/63 to 4/2/63	72	45	10,072	45
		To Assignee for Commissions, viz:	332	17	332	17
		To Assignee for Court Costs, viz:				
		Plaintiff's Solicitor's appearance fee	10	00		
		Clerk of Court - Court Costs	28	00		
		Auditor - stating this account	25	00	63	00
		To Assignee for expenses, viz:				
		Capital Gazette Press - advertising sale	54	24		
		Capital Gazette Press - Order nisi, sale	15	00		
		The Sun - advertising sale	18	70		
		E.T.Newell & Co. - auctioneers commission	310	00		
		Fidelity & Deposit Co. - Bond premium	44	00		
		1963 Taxes, adjusted (241.23) 1 month 15 days	30	15		
		Ground Rent 7/23/62 to 2/15/63 - (75.00)	84	15		
		K. Elinor Kennedy - notary fee		50		
		Nan Edith Hatch - notary fee		50		
		Sara C. Hammer - notary fee		50	557	74
		To Home Mutual Life Insurance Company				
		In Full Mortgage claim filed	9,016	26		
		On account interest on principal balance of $8,395.88 from 1/8/63 @ 6%	103	28	9,119	54
					10,072	45

BOOK 145 PAGE 550

IN THE MATTER OF THE SALE OF	:	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	:	FOR
BERNARD W. TYLER AND MARY	:	ANNE ARUNDEL COUNTY
ELIZABETH TYLER, HIS WIFE	:	EQUITY NO. 15,398

. . . . . .

MR. CLERK:

Please docket the above entitled case and file the original Mortgage, Statement of Mortgage Debt, Military Affidavit and copy of Advertisement.

George E. Rullman
Attorney named in Mortgage

FILED
1963 JAN 24 PM 3:44

COUNTY FORM

BOOK 145 PAGE 551 LIBER 1246 PAGE 261

No. 15,398 Equity

This Mortgage, Made this 23rd day of October, in the year one thousand, nine hundred and fifty-eight, Between Bernard W. Tyler and Mary Elizabeth Tyler, his wife

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

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of Seven Thousand Dollars, being part of the purchase money for the property hereinafter described; and

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

By the payment of Sixty-one ($61.00) Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of December, 19 58, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

It is hereby understood and agreed by the parties hereto that should there be any remaining balance due on said principal debt at the expiration of twenty years from the date hereof, said balance shall then become due and payable.

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

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

do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple

ALL that lot or parcel of ground situate lying and being in the Seventh Election District, Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at an iron pipe found in the first line of the conveyance by Annette Nick Moody and husband to Thomas Lynch and wife by deed dated January 28, 1956, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. 999, folio 361; said point of beginning being at the beginning of the North 3° 31' East 201.2 foot line the one-acre lot conveyed by Herman Nick to George Shaw and wife by deed dated April 11, 1946, and recorded among the Land Records of Anne Arundel

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County, in Liber J.H.H. 355, folio 177; thence leaving said beginning point so fixed and said conveyance to Shaw and running with said first line South 3° 31' West 198.84 feet to an iron pipe now set; thence leaving the outlines and running South 85° 50' East 209.88 feet to an iron pipe now set on the westernmost side of a former 15-foot private road to be widened to a 40-foot roadway; to be used in common with others as a right of way to the County Road as shown on a plat recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1152, folio 459; thence running with said private road North 4° 10' East 214.0 feet to an iron pipe there found; thence leaving said private road and running with the southernmost line of the said conveyance to George Shaw South 89° 54' West 212.9 feet to the place of beginning. Containing one (1) acre; according to a survey and plat made by Edward Hall III, Registered Land Surveyor, in May 1957.

BEING the identical property which was conveyed to the Mortgagors herein by Thomas Lynch and Vada A. Lynch, his wife, by deed dated October 14, 1958 and intended to be recorded among the Land Records of Anne Arundel County immediately prior to these presents.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns.

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

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs personal representatives and assigns to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said Mortgagee to pay six per cent. (6%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, themselves, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

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

WITNESS the hands and seals of the said Mortgagors.

Witness:

Barbara Ann Thompson

Bernard W. Tyler (SEAL)
Bernard W. Tyler

Mary Elizabeth Tyler (SEAL)
Mary Elizabeth Tyler

(SEAL)

(SEAL)

LIBER 1246 PAGE 264

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit BOOK 145 PAGE 554

I HEREBY CERTIFY that on this 23rd day of October, 1958, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Bernard W. Tyler and Mary Elizabeth Tyler, his wife

the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared George E. Rullman, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

BARBARA ANN THOMPSON NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Barbara Ann Thompson
Barbara Ann Thompson Notary Public.

11.50

Rec'd for record Oct. 24, 1958 at 1:52 P.M.

Mailed to George E. Rullman

MORTGAGE

FROM

Bernard W. Tyler and Mary Elizabeth Tyler, his wife

TO

FIRST FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS

GEORGE E. RULLMAN
ATTORNEY-AT-LAW
Lee Building
Annapolis, Maryland

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1958 OCT 24 PM 1:52
& RECORDED IN LIBER GTS
NO. 1246 FOLIO 264
GEO. E. RULLMAN, CLERK

BOOK 145 PAGE 555

IN THE MATTER OF THE SALE OF	:	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	:	FOR
BERNARD W. TYLER AND MARY	:	ANNE ARUNDEL COUNTY
ELIZABETH TYLER, HIS WIFE	:	EQUITY NO. 15,398

. . . . . .

AFFIDAVIT

In compliance with Soldiers and Sailors Civil Relief Act of Congress, October 1940 and Soldiers and Sailors Civil Relieft Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

George E. Rullman, being first duly sworn, on oath deposes and says that he is the duly authorized agent of the First Federal Savings and Loan Association of Annapolis, the plaintiff in the above entitled cause, and makes this affidavit in its behalf.

Affiant states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress, October 1940, and Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition, that on behalf of plaintiff, careful investigation has been made to ascertain whether or not the above named defendants are now in the Military Service of the United States and that as a result of said investigation affiant has discovered and does hereby make oath that said defendants are not in the Military Service of the United States, that is to say, said defendants are not members of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and are not officers of the Public Health Service detailed by proper authority for duty with any of the branches aforesaid, nor are said defendants under training or education under the supervision of the United States preliminary to induction into the military service but are employed as civilians and not subject to aforesaid.

George E. Rullman
George E. Rullman
Attorney and Agent, Affiant

SUBSCRIBED AND SWORN TO before me this 24th day of January, 1963.

Madolin Ross
Madolin Ross, Notary Public

My Commission expires May 6, 1963.

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1963 JAN 24 PM 3:44

GEORGE W. SCIBLE. . . . BOOK 145 PAGE 556 . . . . . .AUCTIONEER

PUBLIC SALE

OF VALUABLE

RESIDENCE PROPERTY

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY IMPROVED BY A CINDER BLOCK HOUSE CONTAINING SIX ROOMS AND BATH, HOT WATER BASE-BOARD HEAT, WITH COMPOSITION ROOF.

Under and by virtue of the power of sale contained in a Mortgage from Bernard W. Tyler and Mary Elizabeth Tyler, his wife, dated October 23, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1246, Folio 261, the undersigned Attorney named in said Mortgage to make sale of the property described therein, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, FEBRUARY 19, 1963

At 10:30 O'Clock, A. M.

the following described property, namely:

ALL that lot or parcel of ground situate lying and being in the Seventh Election District, Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at an iron pipe found in the first line of the conveyance by Annette Nick Moody and Husband to Thomas Lynch and wife by deed dated January 28, 1956, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. 999, folio 361; said point of beginning being at the beginning of the North 3° 31' East 201.2 foot line of the one-acre lot conveyed by Herman Nick to George Shaw and wife by deed dated April 11, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 355, folio 177; thence leaving said beginning point so fixed and said conveyance to Shaw and running with said first line South 3° 31' West 198.84 feet to an iron pipe now set; thence leaving the outlines and running South 85° 50' East 209.88 feet to an iron pipe now set on the westernmost side of a former 15-foot private road to be widened to a 40-foot roadway; to be used in common with others as a right of way to the County Road as shown on a plat recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1152, folio 459; thence running with said private road North 4° 10' East 214.0 feet to an iron pipe there found

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thence leaving said private road and running with the southernmost line of the said conveyance to George Shaw South 89° 54' West 212.9 feet to the place of beginning. Containing one (1) acre; according to a survey and plat made by Edward Hall III, Registered Land Surveyor, in May 1957.

BEING the identical property which was conveyed to Bernard W. Tyler and Mary Elizabeth Tyler, his wife, by Thomas Lynch and Vada A. Lynch, his wife, by deed dated October 14, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1246, Folio 258.

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required by 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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IN THE MATTER OF THE SALE OF	:	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	:	FOR
BERNARD W. TYLER AND MARY	:	ANNE ARUNDEL COUNTY
ELIZABETH TYLER, HIS WIFE	:	EQUITY NO. 15,398

. . . . . .

STATEMENT OF MORTGAGE DEBT

Original Principal Amount of Mortgage	$7,000.00
Principal Payments	457.11-
Balance due on Principal	6,542.89
Interest from July 1, 1962 thru Jan. 31, 1963	239.68+
1962 taxes charged to Principal	319.58+
Total due on Mortgage Debt	7,102.15
Less amount in Expense Account	108.34-
Total Mortgage Claim	$6,993.81

239.68
319.58
457.11

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I HEREBY CERTIFY that on this 24th day of January, 1963, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is correct to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

Madolin Ross
Madolin Ross, Notary Public

My Commission expires May 6, 1963.

MADOLIN ROSS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

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BOOK 145 PAGE 559
LIBER 11 PAGE 554

No. 15,398 Equity

MORTGAGEES OR ATTORNEYS BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland, as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of EIGHT 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 8th day of February, in the year of our Lord 1963.

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Bernard W. Tyler and Mary Elizabeth Tyler, his wife, to First Federal Savings and Loan Association of Annapolis bearing date the 23rd day of October, 1958 and recorded among the ~~mortgage~~ Land records of Anne Arundel County, Maryland in Liber G.T.C. No. 1246, Folio 261 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

Attorney in fact

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1963 FEB 13 AM 9:44

Approved this 13 day of February, 63

Louis N. Phipps

10

Public Sale
Of Valuable Residence Property

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY IMPROVED BY A CINDER BLOCK HOUSE CONTAINING SIX ROOMS AND BATH, HOT WATER BASEBOARD HEAT, WITH COMPOSITION ROOF.

Under and by virtue of the power of sale contained in a Mortgate from Bernard W. Tyler and Mary Elizabeth Tyler, his wife, dated October 23, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1246, Folio 261, the undersigned Attorney named in said Mortgage to make sale of the property described therein, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

Tues., Feb. 19, 1963
At 10:30 O'Clock A.M.

the following described property, namely:

ALL that lot or parcel of ground situate lying and being in the Seventh Election District, Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at an iron pipe found in the first line of the conveyance by Annette Nick Moody and husband to Thomas Lynch and wife by deed dated January 28, 1956, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G. T. C. 999, folio 361; said point of beginning being at the beginig of the North 3 degrees 31' East 2012 foot line of the one-acre George Shaw and wife by deed dated April 11, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 355, folio 177; thence leaving said beginning point so fixed and said conveyance to Shaw and running with said first line South 3 degrees 31' West 198.84 feet to an iron pipe now set; thence leaving the outlines and running South 85 degrees 50' East 209.88 feet to an iron pipe now set on the westernmost side of a former 15-foot private road to be widened to a 40-foot roadway; to be used in common with others as a right of way to the County Road as shown on a plat recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1152, folio 459; thence running with said private road North 4 degrees 10' East 214.0 feet to an iron pipe there found; thence leaving said private road and running with the southernmost line of the said conveyance to George Shaw South 89 degrees 54' West 212.9 feet to the place of beginning. Containing one (1) acre; according to a survey and plat made by Edward Hall III, Registered Land Surveyor, in May 1957.

BEING the identical property which was conveyed to Bernard W. Tyler and Mary Elizabeth Tyler, his wife, by Thomas Lynch and Vada A. Lynch, his wife, by deed dated October 14, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1246, Folio 258.

TERMS OF SALE: A deposit of ten per cent (10 per cent) of the purchase price will be required by 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, Maryland
GEORGE W. SCIBLE
Auctioneer

F 16

No. 11

OFFICE OF

15,398

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 145 PAGE 560

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 18, 1963

We hereby certify, that the annexed

Public Sale

Bernard W. Tyler

was published in

Evening Capital

FILED 1963 FEB 18 AM 9:47

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of February, 1963. The first insertion being made the 26th day of January, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
BERNARD W. TYLER AND MARY	*	ANNE ARUNDEL COUNTY
ELIZABETH TYLER, HIS WIFE	*	EQUITY NO. 15,398

* *

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a Mortgage from Bernard W. Tyler and Mary Elizabeth Tyler, his wife, dated October 23, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1246, Folio 261, 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, February 19, 1963 at 10:30 o'clock, a.m., and then and there sold the property to First Federal Savings and Loan Association of Annapolis at and for the sum of Five Thousand Five Hundred Dollars ($5,500.00), it then and there being the highest bidder therefor, which property is described as follows:

ALL that lot or parcel of ground situate, lying and being in the Seventh Election District, Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at an iron pipe found in the first line of the conveyance by Annette Nick Moody and Husband to Thomas Lynch and wife by deed dated January 28, 1956, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. 999, folio 361; said point of beginning being at the beginning of the North 3° 31' East 201.2 foot line of the one-acre lot conveyed by Herman Nick to George Shaw and wife by deed dated April

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11, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 355, folio 177; thence leaving said beginning point so fixed and said conveyance to Shaw and running with said first line South 3° 31' West 198.84 feet to an iron pipe now set; thence leaving the outlines and running South 85° 50' East 209.88 feet to an iron pipe now set on the westernmost side of a former 15-foot private road to be widened to a 40-foot roadway; to be used in common with others as a right of way to the County Road as shown on a plat recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1152, folio 459; thence running with said private road North 4° 10' East 214.0 feet to an iron pipe there found; thence leaving said private road and running with the southernmost line of the said conveyance to George Shaw South 89° 54' West 212.9 feet to the place of beginning. Containing one (1) acre; according to a survey and plat made by Edward Hall III, Registered Land Surveyor, in May 1957.

BEING the identical property which was conveyed to Bernard W. Tyler and Mary Elizabeth Tyler, his wife, by Thomas Lynch and Vada A. Lynch, his wife, by deed dated October 14, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1246, Folio 258.

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

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent 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 19th day of February, 1963, 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 fore-

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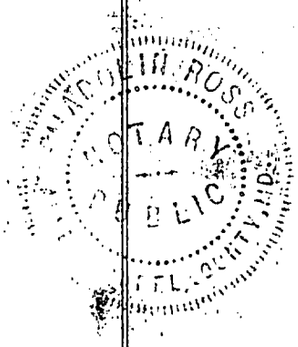
going Report of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.



Madolin Ross

Madolin Ross, Notary Public

My Commission expires May 6, 1963.

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I Hereby Certify that I, as Auctioneer, did sell the property described on the reverse side hereof at Public Sale, on Tuesday, February 19, 1963, to First Federal Savings and Loan Association of Annapolis, at and for the sum of Five Thousand Five Hundred Dollars ($5,500.00), it being then and there the highest bidder therefor; I further certify that the sale was fairly made.

George W. Scible, Auctioneer

I Hereby Certify that I, John M. Thomas, Vice President of First Federal Savings and Loan Association of Annapolis, bid in the property described on the reverse side hereof at Public Sale at the Court House Door in the City of Annapolis, Maryland, on Tuesday, February 19, 1963, at 10:30 o'clock, a.m., at and for the sum of Five Thousand Five Hundred Dollars ($5,500.00) First Federal Savings and Loan Association of Annapolis being then and there the highest bidder therefor. First Federal Savings and Loan Association of Annapolis agrees to comply with the terms of sale as expressed on the reverse side hereof.

FIRST FEDERAL SAVINGS & LOAN ASSN. OF ANNAPOLIS

by John M. Thomas, Vice President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I hereby certify that on this 19th day of February, 1963, before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John M. Thomas, Vice President of First Federal Savings and Loan Association of Annapolis, the purchaser of the real estate described on the reverse side hereof and made oath in due form of law:

1. That in this Purchase, he was acting as Agent for First Federal Savings & Loan Association of Annapolis.

2. That First Federal Savings and Loan Association of Annapolis is solely interested in this purchase and is to hold title to this real estate.

3. That neither he, nor First Federal Savings and Loan Association of Annapolis, has not, directly or indirectly, discouraged anyone from bidding for the said property and that the sale was open to all bidders.

John M. Thomas, Vice Pres., 1st Fed. Sav. & Loan Assn. of Annapolis

WITNESS my hand and Notarial Seal.

Madolin Ross, Notary Public

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GEORGE W. SCIBLE . . . . . Auctioneer

BOOK 145 PAGE 565

PUBLIC SALE

OF VALUABLE

Residence Property

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY IMPROVED BY A CINDER BLOCK HOUSE CONTAINING SIX ROOMS AND BATH, HOT WATER BASE-BOARD HEAT, WITH COMPOSITION ROOF.

Under and by virtue of the power of sale contained in a Mortgage from Bernard W. Tyler and Mary Elizabeth Tyler, his wife, dated October 23, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1246, Folio 261, the undersigned Attorney named in said Mortgage to make sale of the property described therein, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, FEBRUARY 19, 1963

AT 10:30 O'CLOCK, A.M.

the following described property, namely:

ALL that lot or parcel of ground situate lying and being in the Seventh Election District, Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at an iron pipe found in the first line of the conveyance by Annette Nick Moody and Husband to Thomas Lynch and wife by deed dated January 28, 1956, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. 999, folio 361; said point of beginning being at the beginning of the North 3° 31' East 201.2 foot line of the one-acre lot conveyed by Herman Nick to George Shaw and wife by deed dated April 11, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 355, folio 177; thence leaving said beginning point so fixed and said conveyance to Shaw and running with said first line South 3° 31' West 198.84 feet to an iron pipe now set; thence leaving the outlines and running South 85° 50' East 209.88 feet to an iron pipe now set on the westernmost side of a former 15-foot private road to be widened to a 40-foot roadway; to be used in common with others as a right of way to the County Road as shown on a plat recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1152, folio 459; thence running with said private road North 4 10' East 214.0 feet to an iron pipe there found; thence leaving said private road and running with the southernmost line of the said conveyance to George Shaw South 89 54' West 212.9 feet to the place of beginning. Containing one (1) acre; according to a survey and plat made by Edward Hall III, Registered Land Surveyor, in May 1957.

BEING the identical property which was conveyed to Bernard W. Tyler and Mary Elizabeth Tyler, his wife, by Thomas Lynch and Vada A. Lynch, his wife, by deed dated October 14, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1246, Folio 258.

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required by 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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ORDER NISI

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF BERNARD W. TYLER AND MARY ELIZABETH TYLER, his wife

XXXXXX

BOOK 145 PAGE 566

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,398 Equity

Ordered, this 21st day of February, 1963, 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 29th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of March next.

The report states that the amount of sale was $ 5,500.00

Louis Y. Trippe Clerk.

True Copy,

TEST: Clerk.

George E. Rullman, Atty.

Evening Capital (for Feb. 25 edition)

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF BERNARD W. TYLER AND MARY ELIZABETH TYLER, his wife

XXXXXX

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of April, 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.

D. Brian Duckett

JUDGE.

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16

Legal Notices

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 15,398 Equity

In the matter of the sale of the mortgaged real estate of BERNARD W. TYLER and MARY ELIZABETH TYLER, his wife

Ordered, this 21st day of February, 1963, 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 29th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of March next.

The report states that the amount of sale was $5,500.00

LOUIS N. PHIPPS
Clerk.

True Copy, TEST:
LOUIS N. PHIPPS
Clerk.

M-18

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1963 MAR 20 PM 3:08

No. E. C. 3495

17

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 145 PAGE 567

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 19, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,398

Bernard W. Tyler

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of March, 1963. The first insertion being made the 25th day of February, 1963

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 145 PAGE 568

In the Case of

THE SALE OF THE MORTGAGED REAL ESTATE OF BERNARD W. TYLER AND MARY ELIZABETH TYLER, HIS WIFE

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,398 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 APR -8 PM 3:00

All of which is respectfully submitted.

Auditor.

4/4/63

FINAL ORDER

ORDERED BY THE COURT, this 25th day of April, 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

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1963 APR 24 AM 10:04

18

Dr. Mortgaged Real Estate of Bernard W. Tyler and Mary Elizabeth Tyler, his wife

In Acct. with George E. Rullman, Attorney Named in Mortgage

				Cr.	
By	Amount of Sale, as per Attorney's Report of Sale filed			5500 00	
By	Interest, 6%, on deferred payment $4950.00 from 2/19/63 to 4/3/63			36 40	
					5536 40
To	Attorney, for fee, viz	50 00			
To	Attorney, for commissions, viz	195 00			
				245 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. Advertising & Nisi Sale	113 00			
	Speer Publications, Inc.--hand bills	10 82			
	National Surety Corp.---bond	32 00			
	George W. Scible, auctioneer's fee	35 00			
	Notary fees	2 00			
	½ Federal & State revenue stamps	9 07			
	Adjustment, 1963 taxes from 1/1/63 to 4/3/63	43 73			
				245 62	
To	First Federal Savings & Loan Assoc. of Annapolis, Mortgagor, on account of mortgage claim			4985 28	
					5536 40

Balance due on mortgage, as per claim		
filed	6993	81
Interest, 6%, on principal balance		
$6754.13, from 2/1/63 to 4/20/63	113	08
	7106	89
Credit amount allowed above	4985	28
this amount subject to decree in personam	2121	61

BOOK 145 PAGE 571

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

WILLIAM SMITH
815 Matthews Avenue
Baltimore 25, Maryland

Plaintiff

vs.

IN EQUITY

EQUITY NO. 15,213

FRANK W. COFIELL and MARGERY COFIELL, his wife, CLARENCE WHALEN and MARY WHALEN, his wife, LEE STEPHENS, ARCHIBALD MURRAY, CHARLES H. MURRAY, J. A. WHALEN and HILDRED C. WHALEN, his wife, all of
R. F. D. 1
Sykesville, Maryland

MABEL A. BADEN and BERNARD B. BADEN, her son and only heir
1628 Fort Dupont Street
Washington, D. C.
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:
Lots 21 and 22, Block 202, as shown on the Plat of Palisades on the Severn, Section "J", Anne Arundel County, Plat Book No. 5 page 8.

WALTER W. SCHAEFER
c/o HILDA WELSH
409 West Van Sant Avenue
Linwood, New Jersey
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:
Lots Nos. 29, 30, 31, 32, and 33, Block 29, as shown on the Plat of Herald Harbor on the Severn Amended Map of Section "C", Plat Book No. 4 page 17.

GENEVIEVE HACKNEY and RODERICK D. WATSON
c/o J. A. Messer Company
1206 "K" Street, N. W.
Washington, D. C.
And any and all persons having or claiming to have any interest in the following described real estate located in the Eighth Election District of Anne Arundel County, to wit:
Lots Nos. 21, 22, 23, and 24 in Block "C", High View on the Bay, Plat recorded in Plat Book No. 10, Page 42.

FRANK LESTER MAYNE, JR. and CATHERINE SYLVIA MAYNE, his wife
3310 Hollins Ferry Road
Baltimore 27, Maryland
And any and all persons having or claiming to have any interest in the following described real estate located in the Fifth Election District of Anne Arundel County, to wit:
Lot No. 7, Shirkey Heights, Plat recorded in Plat Book No. 23, Page 9.

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

JEROME MURPHY and HELEN I. MURPHY, his wife
Raynor Heights
Linthicum P. O., Maryland
or
Shipley Heights
Shipley, Anne Arundel County
Maryland
And any and all persons having or claiming to have any interest in the following described real estate located in the Fifth Election District of Anne Arundel County, to wit:
.12 of an Acre, South side of Oregon Avenue, Save and Except, however, that portion thereof acquired by the State Roads Commission of Maryland,

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTIONS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining, says:

1. That your Orator 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 70 to 123, both inclusive, of Article 81 of the Annotated Code of Maryland, 1957 Edition.

2. That on October 10, 1960, your Orator, 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, the following described real estate located in Anne Arundel County, to wit:

(1) Certificate No. 3068 - Lots 21 and 22, Block 202, as shown on the Plat of Palisades on the Severn, Section "J", Anne Arundel County, and assessed to Frank W. Cofiell and Margery Cofiell, his wife, Clarence Whalen and Mary Whalen, his wife, Lee Stephens, Archibald Murray, Charles H. Murray, J. A. Whalen and Hildred Whalen, his wife, Mabel A. Baden and Bernard B. Baden, her son and only heir.

(2) Certificate No. 3069 - Lots Nos. 29, 30, 31, 32, and 33, Block 29, as shown on the Plat of Herald Harbor on the Severn, Amended Map of Section "C", Anne Arundel County, and assessed to Walter M. Schaefer.

(3) Certificate No. 3071 - Lots Nos. 21, 22, 23, and 24 in Block "C", High View on the Bay, Plat recorded in Plat Book No. 10, page 42, Anne Arundel County, and assessed to Genevieve Hackney and Roderick D. Watson.

(4) Certificate No. 3116 - Lot No. 7, Shirkey Heights, Plat recorded in Plat Book No. 23, Page 9, Anne Arundel County, and assessed to Frank Lester Mayne, Jr. and Catherine Sylvia Mayne, his wife.

(5) Certificate No. 3117 - .12 of an Acre, South side of Oregon Avenue, Save and Except, however, that portion thereof acquired by the State Roads Commission of Maryland, Anne Arundel County, and assessed to Jerome Murphy and Helen I. Murphy, his wife.

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

3. That the said Tax Certificates Nos. 3068, 3069, 3071, 3116, and 3117, dated October 10, 1960, setting forth the aforesaid sales to your Orator, are attached hereto and

1962 OCT -2 PM 1:23

filed herewith as "Plaintiff's Exhibits Nos. 1 to 5", inclusive, and prayed to be read and considered a part hereof as fully as if incorporated herewith.

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 Bernard B. Baden is the record owner of Lots Nos. 21 and 22, Block 202, Palisades on the Severn, Section "J", Second Election District of Anne Arundel County, he being the son and only heir at law of Mabel A. Baden, who died intestate on November 23, 1944, she having acquired title to the same by a Deed from the County Commissioners of Anne Arundel County, et al, dated March 1, 1938, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 176, Folio 346; the said property having been purchased at a Tax Sale under Tax Sale No. 3222 by the said County Commissioners of Anne Arundel County on October 13, 1936, at which time the record owners of said property were: Frank W. Cofiell and Margery Cofiell, his wife, Clarence Whalen and Mary Whalen, his wife, Lee Stephens, Archibald Murray, Charles H. Murray, J. A. Whalen and Hildred C. Whalen, his wife.

(2) That Walter W. Schaefer is the record owner of Lots Nos. 29, 30, 31, 32, and 33, Block 29, Herald Harbor on the Severn, Amended Map of Section "C", Second Election District of Anne Arundel County, by virtue of a Deed from Herald Harbor, Incorporated, dated March 9, 1926, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 30, Folio 68.

(3) That Genevieve Hackney and Roderick D. Watson, as joint tenants, are the record owners of Lots Nos. 21, 22, 23, and 24 in Block "C", High View on the Bay, Eighth Election District of Anne Arundel County, by virtue of a Deed from Alexander E. Green and wife, dated March 6, 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 613, Folio 533.

(4) That Frank Lester Mayne, Jr. and Catherine Sylvia Mayne, his wife, are the record owners of Lot No. 7, Shirkey Heights, Fifth Election District of Anne Arundel County, by virtue of a Deed from Charles E. Giles, Divorced, dated August 28, 1957, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1147, Folio 131.

(5) That Jerome Murphy and Helen I. Murphy, his wife, are the record owners of the property known as .12 of an Acre, South side of Oregon Avenue, Fifth Election District of Anne Arundel County, (Save and Except that portion thereof acquired by the State Roads Commission of Maryland), by virtue of a Deed from Charles M. Missler and wife, dated August 16, 1939, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 206, Folio 76.

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 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

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

under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears and unpaid for the years 1958, 1959 and 1960, to Anne Arundel County and the State of Maryland, and Plaintiff bid and paid for the aforesaid Tax Sale Certificates the following amounts:

CERTIFICATE NO.		BID	PRICE PAID
(1)	3068	$ 150.00	$ 25.83
(2)	3069	40.00	38.27
(3)	3071	400.00	52.42
(4)	3116	70.00	36.68
(5)	3117	25.00	22.11

That the amounts necessary for redemption of each of the said certificates are as follows:

CERTIFICATE NO.		AMOUNT DUE
(1)	3068	$ 25.83
(2)	3069	38.27
(3)	3071	52.42
(4)	3116	36.68
(5)	3117	22.11

Plus taxes to date, penalties, interest and the total disbursements of the holder of certificate of sale and costs on each of the above certificates.

TO THE END, THEREFORE: Your Orator prays -

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

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

3. That this Honorable Court enter a Final Decree foreclosing all equities and rights of redemption of the Defendants and all persons having or claiming to have any interest in the hereinabove described property, which shall be final as to the said Defendants, and all persons having or claiming to have any interest in said property, their heirs, devisees, and personal representatives, and their or any of their heirs, devisees, administrators, assigns, or successors in right, title or interest; said final decree directing the Treasurer of Anne Arundel County to execute and deliver to the Plaintiff

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HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

4

1

a Deed to the said property, which shall vest in the Plaintiff a good and marketable title, indefeasible and absolute, in fee simple, free and clear of all alienations and descents of the said property occurring prior to the decree of Court and encumbrances thereon, except taxes accruing subsequent to the date of sale and public easements to which the property is subject.

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

AND AS IN DUTY BOUND, etc.

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

William Smith
William Smith, Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 11th day of September, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared William Smith, the Plaintiff named in the aforegoing Bill of Complaint, and made oath in due form of law that all of the matters and things contained therein are true and correct, to the best of his information, knowledge and belief.

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

Hugh K. Holmes
Hugh K. Holmes, Notary Public

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

BOOK 145 PAGE 576

Nº 3068 CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10th 1960, I sold to William Smith 815 Matthews Ave. Balto 25 Md. at public auction for the sum of 150. Dollars and no Cents, of which 25.83 Dollars has been paid as a deposit on the property in Dist 2 described as Lots 21-22. Blk 202. Blk 705-A. as situated at Palisades-on-the Severn.

and assessed to Mabel Baden

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, [illegible], 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. [illegible]
Notary Public.

My Commission Expires May 1, 1961

6

BOOK 145 PAGE 577

Nº 3069 CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR., Collector of Taxes for the State of Maryland and the
County Treasurer
County of Anne Arundel, hereby certify that on October 10th 1960, I sold to William Smith 815 Matthews ave, Balto 25, Md. at public auction for the sum of 40.00 Dollars and ..... Cents, of which 38.27 Dollars has been paid as a deposit on the property in Dist 2 described as Lots 29 to 33 Blk 29 Sec. C. as situated at Herald Harbor

and assessed to Walter W. Schaeffer

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. [illegible]
Notary Public.

My Commission Expires Aug 1, 1961

7

BOOK 145 PAGE 578

Nº 3071 CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR. (County Treasurer), Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10th 1960, I sold to William Smith 815 Matthews Ave. Balto 25 Md. at public auction for the sum of 4.00 Dollars and no Cents, of which 52.42 Dollars has been paid as a deposit on the property in Dist 8. described as Lots 21-22-23-24 Blk C. As situated High View on the Bay.

and assessed to G. Hackney & R. Watson.

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. Loving
Notary Public.

My Commission Expires May 1, 1961

8

BOOK 145 PAGE 579

No. 3116 CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR., Collector of Taxes for the State of Maryland and the County Treasurer

County of Anne Arundel, hereby certify that on October 10th 1960, I sold to William Smith 815 Matthews Ave - Balto 25, Md at public auction for the sum of 70 Dollars and 00 Cents, of which 36.68 Dollars has been paid as a deposit on the property in Dist # 5 described as Lots 7 G.J.C 1147 131 situated on Linthicum Hts. Shirley Hgts

and assessed to Frank L. & C. S. Mayne

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

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BOOK 145 PAGE 580

No. 3117 CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10th 1960, I sold to William Smith 815 Matthews Ave - Balto 25, Md at public auction for the sum of 25 Dollars and 00 Cents, of which 22.11 Dollars has been paid as a deposit on the property in Dist 5 described as .12 ac app 50 feet situated at S S Oregon Ave. Raynor Pts.

and assessed to Jerome & Helen I. Murphy

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 K. Lowe
Notary Public.

My Commission Expires May 1, 1961

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BOOK 145 PAGE 581

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

WILLIAM SMITH 815 Matthews Avenue Baltimore 25, Maryland	o	IN EQUITY
Plaintiff	o	EQUITY NO. 15,213
vs.	o	

FRANK W. COFIELL and MARGERY COFIELL, his wife, CLARENCE WHALEN and MARY WHALEN, his wife, LEE STEPHENS, ARCHIBALD MURRAY, CHARLES H. MURRAY, J. A. WHALEN and HILDRED C. WHALEN, his wife, all of
R. F. D. 1
Sykesville, Maryland

MABEL A. BADEN and BERNARD B. BADEN, her son and only heir
1628 Fort Dupont Street
Washington, D. C.

WALTER W. SCHAEFER
c/o HILDA WELSH
409 West Van Sant Avenue
Linwood, New Jersey

GENEVIEVE HACKNEY and RODERICK D. WATSON
c/o J. A. Messer Company
1206 "K" Street, N. W.
Washington, D. C.

FRANK LESTER WAYNE, JR., and CATHERINE SYLVIA WAYNE, his wife
3310 Hollins Ferry Road
Baltimore 27, Maryland

JEROME MURPHY and HELEN I. MURPHY, his wife
Raynor Heights
Linthicum P. O., Maryland
or
Shipley Heights
Shipley, Anne Arundel County
Maryland

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	CERTIFICATE NO.
(1) Second	Lots 21 and 22, Block 202, as shown on the Plat of Palisades on the Severn, Section "J". Plat recorded in Plat Book No. 5, Page 8.	3068
(2) Second	Lots Nos. 29, 30, 31, 32, and 33, Block 29, as shown on the Plat of Herald Harbor on the Severn, Amended Map of Section "C". Plat recorded in Plat Book No. 4, Page 17.	3069
(3) Eighth	Lots Nos. 21, 22, 23, and 24 in Block "C", High View on the Bay, Plat recorded in Plat Book No. 10, Page 42.	3071

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(4)	Fifth	Lot No. 7, Shirkey Heights, Plat recorded in Plat Book No. 23, Page 9.	3116
(5)	Fifth	.12 of an Acre, South side of Oregon Avenue, Save and Except, however, that portion thereof acquired by the State Roads Commission of Maryland.	3117

ALL as substantially described in Certificates of Tax Sale sold by Edward M. Dunn, Jr., Collector of Taxes for the State of Maryland and Anne Arundel County, to WILLIAM SMITH, on October 10, 1960, for amounts in said certificates hereinafter set forth.

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, Maryland, 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 WILLIAM SMITH, the Plaintiff in these proceedings, for taxes due for the years 1958, 1959, and 1960 , by the following tax certificates and assessed and described on the Books of Assessment and Taxation as follows:

Tax Certificate No. 3068 - Lots 21 and 22, Block 202, as shown on the Plat of Palisades on the Severn, Section "J", Anne Arundel County, and assessed to Frank W. Cofiell and Margery Cofiell, his wife, Clarence Whalen and Mary Whalen, his wife, Lee Stephens, Archibald Murray, Charles H. Murray, J. A. Whalen and Hildred Whalen, his wife, Mabel A. Baden and Bernard B. Baden, her son and only heir, and sold to Plaintiff for $150.00, of which sum $25.83 has been paid on account.

Tax Certificate No. 3069 - Lots Nos. 29, 30, 31, 32, and 33, Block 29, as shown on the Plat of Herald Harbor on the Severn, Amended Map of Section "C", and sold to plaintiff for $40.00, of which sum $38.27 has been paid on account.

Tax Certificate No. 3071 - Lots Nos. 21, 22, 23, and 24 in Block "C", High View on the Bay, Plat recorded in Plat Book No. 10, Page 42, and sold to plaintiff for $400.00, of which sum $52.42 has been paid on account.

Tax Certificate No. 3116 - Lot No. 7, Shirkey Heights, Plat recorded in Plat Book No. 23, Page 9, and sold to plaintiff for $70.00, of which sum $36.68 has been paid on account.

Tax Certificate No. 3117 - .12 of an Acre, South side of Oregon Avenue, Save and Except, however, that portion thereof acquired by the State Roads Commission of Maryland, and sold to plaintiff for $25.00, of which sum $22.11 has been paid on account.

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HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

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12

The Bill of Complaint states, among other things, that amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 10, 1960.

It is thereupon this 2nd day of October, 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 6th day of December, 1962, next, warning the said Frank W. Cofiell and Margery Cofiell, his wife, Clarence Whalen and Mary Whalen, his wife, Lee Stephens, Archibald Murray, Charles H. Murray, J. A. Whalen and Hildred C. Whalen, his wife, Mabel A. Baden and Bernard B. Baden, her son and only heir, Walter W. Schaefer, Genevieve Hackney and Roderick D. Watson, Frank Lester Mayne, Jr. and Catherine Sylvia Mayne, his wife, Jerome Murphy and Helen I. Murphy, his wife, and any and all other 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 person or by solicitor on or before the 6th day of December, 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 properties and vesting in Plaintiff, WILLIAM SMITH, a title free and clear of all encumbrances.

Lewis N. Phipps
Clerk

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

13

BOOK 145 PAGE 584

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 5, 19 62

We hereby certify, that the annexed

Order of Publication

Eq. 15,213

Frank H. Cofield

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of December, 19 62 The first insertion being made the 4th day of October, 19 62

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tidyman

In The Circuit Court For Anne Arundel County, Maryland In Equity No. 15,213

WILLIAM SMITH
815 Matthews Avenue
Baltimore 25, Maryland
Plaintiff

VS.

FRANK W. COFIELL and MARGERY COFIELL, his wife, CLARENE WHALEN and MARY WHALEN, his wife LEE STEPHENS, ARCHIBALD MURRAY, CHARLES H. MURRAY, J. A. WHALEN and HILDRED C. WHALEN, his wife, all of
R.F.D. 1
Sykesville, Maryland
MABEL A. BADEN and BERNARD B. BADEN, her son and only heir
1628 Fort Dupont Street
Washington, D.C.
WALTER W. SCHAEFER
c-o HILDA WELSH
409 West Van Sant Avenue
Linwood, New Jersey
GENEVIEVE HACKNEY and RODERICK D. WATSON
c-0 J. A. Messer Company
1206 "K" Street, N.W.
Washington, D.C.
FRANK LESTER MAYNE, JR., AND
CATHERINE SYLVIA MAYNE, his wife
3310 Hollins Ferry Road
Baltimore 27, Maryland
JEROME MURPHY and HELEN I. MURPHY, his wife
Raynor Heights
Linthicum P.O. Maryland
or
Shipley Heights
Shipley, Anne Arundel County
Maryland
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 — Lots 21 and 22, Block 202, as shown on the Plat of Palisades on the Severn, Section "J". Plat recorded in Plat Book No. 5, Page 8. CERTIFICATE NO. — 3068

DISTRICT — (2) Second — DESCRIPTION — Lots Nos. 29, 30, 31, 32, and 33, Block 29, as shown on the Plat of Herald Harbor on the Severn, Amended Map of Section "C". Plat recorded in Plat Book No. 4, Page 17. CERTIFICATE NO. — 3069.

DISTRICT — (3) Eighth — DESCRIPTION — Lots Nos. 21, 22, 23, and 24 in Block "C", High View on the Bay, Plat recorded in Plat Book No. 10, Page 42. CERTIFICATE NO. — 3071.

DISTRICT — (4) Fifth — DESCRIPTION — Lot No. 7, Shirkey Heights, Plat recorded in Plat Book No. 23, Page 9. CERTIFICATE NO. — 3116.

DISTRICT — (5) Fifth — DESCRIPTION — .12 of an Acre, South side of Oregon Avenue Save and Except, however, that portion thereof acquired by the State Roads Commission of Maryland. CERTIFICATE NO. 3117.

ALL as substantially described in Certificates of Tax Sale sold by Edward M. Dunn, Jr., Collector of Taxes for the State of Maryland and Anne Arundel County, to WILLIAM SMITH, on October 10, 1960, for amounts in said certificates hereinafter set forth.

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, Maryland, and sold on the 10th day of October, 1960, by Edward M. Dunn, Jr., County Treaer and Collector of Taxes for the State of Maryland and Anne Arundel County, to WILLIAM SMITH, the Plaintiff in these proceedings, for taxes due for the years 1958, 1959, and 1960, by the following tax certificates and assessed and described on the Books of Assessment and Taxation as follows:

Tax Certificate No. 3068 — Lots 21 and 22, Block 202, as shown on the Plat of Palisades on the Severn, Section "J", Anne Arundel County, and assessed to Frank W. Cofiell and Margery Cofiell, his wife, Clarence Whalen and Mary Whalen, his wife, Lee Stephens, Archibald Murray, Charles H. Murray, J. A. Whalen and Hildred Whalen, his wife, Mabel A. Baden and Bernard B. Baden, her son and only heir, and sold to Plaintiff for $150.00, of which sum $25.83 has been paid on account.

Tax Certificate No. 3069 — Lots Nos. 29, 30, 31, 32, and 33, Block 29, as shown on the Plat of Herald Harbor on the Severn, Amended Map of Section "C", and sold to plaintiff for $40.00, of which sum $38.27 has been paid on account.

Tax Certificate No. 3071 — Lots Nos. 21, 22, 23, and 24 in Block "C", High View on the Bay, Plat recorded in Plat Book No. 10, Page 42, and sold to plaintiff for $400.00, of which sum $52.42 has been paid on account.

Tax Certificate No. 3116 — Lot No. 7, Shirkey Heights, Plat recorded in Plat Book No. 23, Page 9, and sold to plaintiff for $70.00, of which sum $36.68 has been paid on account.

Tax Certificate No. 3117 — .12 of an Acre, South side of Oregon Avenue, Save and Except, however, that portion thereof acquired by the State Roads Commission of Maryland, and sold to plaintiff for $25.00, of which sum $22.11 has been paid on account.

The Bill of Complaint states, among other things, that amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 10, 1960.

It is thereupon this 2nd day of October, 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 6th day of December, 1962, next, warning the said Frank W. Cofiell and Margery Cofiell, his wife, Clarence Whalen and Mary Whalen, his wife, Lee Stephens, Archibald Murray, Charles H. Murray, J. A. Whalen and Hildred C. Whalen, his wife, Mabel A. Baden and Bernard B. Baden, her son and only heir, Walter W. Schaefer, Genevieve Hackney and Roderick D. Watson, Frank Lester Mayne, Jr. and Catherine Sylvia Mayne, his wife, Jerome Murphy and Helen I. Murphy, his wife, and any and all other persons having or claiming to have any interest in the above mentioned parcels of land and all persons intereste din said property, to be and appear in this Court in person or by solicitor on or before the 6th day of December, 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 properties and vesting in Plaintiff, WILLIAM SMITH, a title free and clear of all encumbrances.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

O-25

BOOK 145 PAGE 586

WILLIAM SMITH
815 Matthews Avenue
Baltimore 25, Maryland * IN EQUITY

*

vs EQUITY NO. 15,213

*

JEROME MURPHY and
HELEN I. MURPHY, his wife,
et al., etc *

* *

STIPULATION FOR REDEMPTION

OF TAX SALE PROPERTY

It is agreed by and between William Smith, Complainant, and Jerome Murphy and Helen I. Murphy, his wife, one of the Respondents in the above entitled case, that the following amounts shall be paid in accordance with provisions of Chapter 761 of the Acts of 1943, and Acts Amendatory thereof, of the State of Maryland, by Jerome Murphy and Helen I. Murphy, his wife, in order that the property in these proceedings known as .12 acre, on the South Side of Oregon Avenue, save and except however, that portion thereof acquired by the State Roads Commission of Maryland may be redeemed:

To be paid to collector of taxes for the State of Maryland and Anne Arundel County	$27.60
To be paid to Louis W. Phipps, pro ratio share of court costs	10.00
To be paid to Hugh K. Holmes, atty., for Complainant, as pro ratio share of atty., fee	50.00
TOTAL	$ 87.60

Hugh K. Holmes
Attorney for Complainant

Jerome F Murphy
Jerome Murphy

Helen I. Murphy
Helen I. Murphy
Respondents

William Smith
William Smith - Complainant

FILED
1963 JAN 16 PM 12:30

15

BOOK 145 PAGE 587

ORDER

UPON consideration of the foregoing stipulation, it is this 16th day of ~~December, 1962~~ January 1963, by the Circuit Court of Anne Arundel County,

ORDERED, that the amount necessary to redeem the property described herein is eighty seven dollars & sixty Cents ($ 87.60).

D Barnes Duckett
JUDGE

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1963 JAN 18 AM 11:05

16

WILLIAM SMITH, Plaintiff, * IN THE CIRCUIT COURT FOR

Vs. * ANNE ARUNDEL COUNTY

FRANK W. COFIELL, et ux et al,

Defendants * In Equity

* Equity No. 15, 213

ORDER FOR SETTLEMENT AND REDEMPTION

Mr. Clerk:

Please enter the above entitled case "Settled and Property Redeemed", as to the property of Jerome Murphy and Helen I. Murphy, his wife.

Hugh K. Holmes
Hugh K. Holmes,
Attorney for Plaintiff

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

FILED
1963 JAN 29 PM 3:48

17

WILLIAM SMITH, Plaintiff	o	IN THE
Vs.	o	
FRANK W. COFIELL and	o	CIRCUIT COURT FOR
MARGERY COFIELL, His Wife	o	ANNE ARUNDEL COUNTY
CLARENCE WHALEN and	o	In Equity
MARY WHALEN, His Wife	o	
LEE STEPHENS	o	Equity No. 15,213
ARCHIBALD MURRAY	o	
CHARLES H. MURRAY	o	
J. A. WHALEN and	o	
HILDRED C. WHALEN, His Wife	o	
MABEL A. BADEN and	o	
BERNARD B. BADEN, Her Son and Only Heir	o	
WALTER W. SCHAEFER	o	
GENEVIEVE HACKNEY	o	
RODERICK D. WATSON	o	
FRANK LESTER MAYNE, JR. and	o	
CATHERINE SYLVIA MAYNE, His Wife	o	
JEROME MURPHY and	o	
HELEN I. MURPHY, His Wife, et al	o	
Defendants	o	

AFFIDAVIT AS TO PROCEDURE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 22nd. day of January, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Hugh K. Holmes, Attorney, and made oath in due form of law to the following statement in regard to procedure followed in the above captioned case, and subscribed his signature to said statement in my presence.

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

FILED

1963 JAN 29 PM 3:48-1-

/8

1. That on October 8th., 1962, "True Copies" of the Order of Publication in this case were sent to the Defendants at their last known addresses, by Certified Mail, Postage Prepaid, Return Receipt Requested, as follows:

a. Frank W. Cofiell, Route 1, Sykesville, Maryland, by Certified Mail No. 971286.

b. Margery Cofiell, Route 1, Sykesville, Maryland, by Certified Mail No. 971287.

c. Clarence Whalen, Route 1, Sykesville, Maryland, by Certified Mail No. 971288.

d. Mary Whalen, Route 1, Sykesville, Maryland, by Certified Mail No. 971289.

e. Lee Stevens, Route 1, Sykesville, Maryland, by Certified Mail No. 971290.

f. Archibald Murray, Route 1, Sykesville, Maryland, by Certified Mail No. 971291.

g. Charles H. Murray, Route 1, Sykesville, Maryland, by Certified Mail No. 530987.

h. J. A. Whalen, Route 1, Sykesville, Maryland, by Certified Mail No. 530988.

i. Hildred C. Whalen, Route 1, Sykesville, Maryland, by Certified Mail No. 530989.

j. Bernard B. Baden, 1628 Fort Dupont Street, Washington, D. C., by Certified Mail No. 530990.

k. Walter W. Schaefer, c/o Hilda Welsh, 409 W. Van Sant Avenue, Linwood, New Jersey, by Certified Mail No. 530991.

l. Genevieve Hackney, c/o J. A. Messer Company, 1206 "K" Street, Washington, D. C., by Certified Mail No. 530976.

m. Roderick D. Watson, c/o J. A. Messer Company, 1206 "K" Street, Washington, D. C., by Certified Mail No. 265677.

n. Frank Lester Mayne, Jr., 3310 Hollins Ferry Road, Baltimore 27, Maryland, by Certified Mail No. 265680.

o. Catherine Sylvia Mayne, 3310 Hollins Ferry Road, Baltimore 27, Maryland, by Certified Mail No. 265681.

p. Jerome Murphy, Raynor Heights, Linthicum or Shipley Heights, Anne Arundel County, Maryland, by Certified Mail No. 265678.

q. Mrs. Helen I. Murphy, Raynor Heights, Linthicum or Shipley Heights, Anne Arundel County, Maryland, by Certified Mail No. 265679.

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

2. That the envelopes addressed to Bernard B. Baden, Catherine Sylvia Mayne, Frank Lester Mayne, Jr., and Walter W. Schaefer were returned to the sender marked "Unknown"; and that the envelopes addressed to Archibald Murray, Charles H. Murray and Genevieve Hackney were returned to the sender marked "Moved, Left no Address"; all of said envelopes being attached hereto for reference.

3. That certified Mail Receipts have been received in return for the envelopes addressed to Roderick D. Watson, Lee Stevens, Jerome Murphy, Helen I. Murphy, Frank W. Cofiell, Margery Cofiell, Clarence Whalen, Mary Whalen, Hildred C. Whalen and J. A. Whalen, and that they are, therefore, presumed to have been delivered.

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

5. The present whereabouts of the defendants Genevieve Hackney, Charles H. Murray, Archibald Murphy, Catherine Sylvia Mayne, Frank Lester Mayne, Jr., Walter W. Schaefer and Bernard B. Baden are unknown.

6. That the property known as .12 Acre, on the South side of Oregen Avenue, in the Fifth Election District, has been redeemed by Jerome Murphy and Helen I. Murphy, his wife.

Hugh K. Holmes

Hugh K. Holmes, Solicitor for the Plaintiff

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

Mary M. Shanks

Mary M. Shanks, Notary Public

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

26

BOOK 145 PAGE 591

#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)*: Margaret Cofield

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

DATE DELIVERED: 10-9-62

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

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

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

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*: [illegible] Cofield

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

DATE DELIVERED: 10-9-62

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

#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)*: Mary Whalen

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED: 9/10/62

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

#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)*: Clifford [illegible] Webster

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED: 9/10/62

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

#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)*: Mary Whalen

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED: 9/10/62

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

#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 Jerome Murphy

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED: 10/9/62

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

#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)*: Mary Whalen

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED: 9/10/62

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

#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 Jerome Murphy

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED: 10/9/62

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

#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)*: Mary Whalen

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED: 9/10/62

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

#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)*: Jana [illegible]

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

DATE DELIVERED: [illegible]

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

BOOK 145 PAGE 592

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

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

RETURN RECEIPT REQUESTED

Mrs. Catherine Sylvia Mayne
3310 Hollins Ferry Road
Baltimore 27, Maryland

Name
1st Notice
2nd Notice
Return

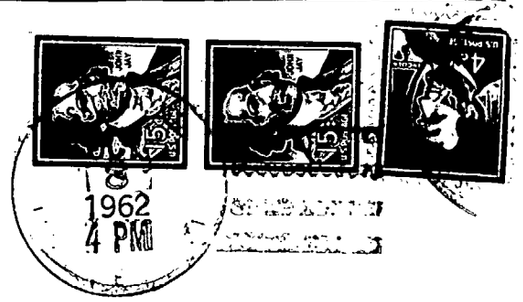
RETURNED TO WRITER
REASON CHECKED
Unclaimed.....
Unknown.....
Refused.....
Insufficient address.....
Moved, Left no address.....
No such office in state.....
Do not remail to this envelope

ADDRESSEE UNKNOWN 27123

CERTIFIED
Nº 265681
MAIL

RETURN RECEIPT REQUESTED

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



RETURNED TO WRITER

RETURN RECEIPT REQUESTED

Mr. Walter W. Schaefer
c/o Hilda Welsh
409 West Van Sant Avenue
Linwood, New Jersey

Name
1st Notice
2nd Notice
Return

CERTIFIED
No. 530991
MAIL

RETURN RECEIPT REQUESTED

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

BOOK 145 PAGE 593

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

RETURN RECEIPT REQUESTED

Not AT

Mr. Bernard B. Baden
~~1628 Fort Dupont Street~~
Washington, D. C.

Name
1st Notice
2nd Notice
Return

2023

FORM 3003 SENT

CERTIFIED
No. 530990
MAIL

RETURN RECEIPT REQUESTED

UNKNOWN

NOT IN DIRECTORY

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

RETURNED TO WRITER
REASON CHECKED
Unclaimed ✓ Refused
Unknown
Insufficient address
Moved, Left no address
No such office in state
Do not remail in this envelope

RETURN RECEIPT REQUESTED

Mr. Frank Lester Mayne, Jr.
3310 Hollins Ferry Road
Baltimore 27, Maryland

RETURNED TO WRITER
REASON CHECKED
Unclaimed ✓ Refused
Unknown
Insufficient address
Moved, Left no address
No such office in state
Do not remail in this envelope

ADDRESSEE UNKNOWN 2713

CERTIFIED
Nº 265680
MAIL

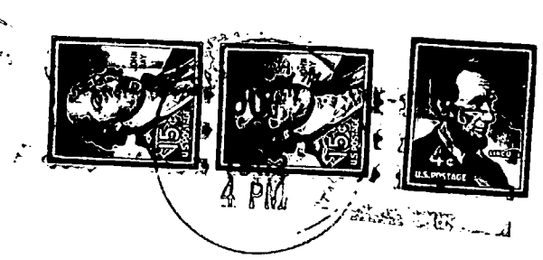
RETURN RECEIPT REQUESTED

Name
1st Notice
2nd Notice
Return

BOOK 145 PAGE 594

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

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



RETURN RECEIPT REQUESTED

Mrs. Charles H. Murray
R. F. D. 1
Sykesville, Maryland

CERTIFIED
No. 530987
MAIL

RETURN RECEIPT REQUESTED

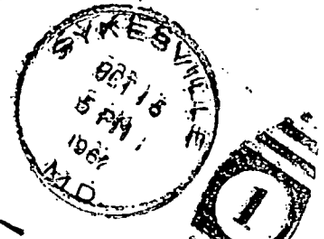
Name
1st Notice
2nd Notice
Return 10/31

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

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

RETURN RECEIPT REQUESTED

Mr. Archibald Murray
R. F. D. 1
Sykesville, Maryland



CERTIFIED
No. 971291
MAIL

RETURN RECEIPT REQUESTED

Name
1st Notice
2nd Notice
Return 10/31

BOOK 145 PAGE 595

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

RETURN RECEIPT REQUESTED

CERTIFIED
No. 530976
MAIL

RETURN RECEIPT REQUESTED

M's. Genevieve Hackney
c/o J. A. Messer Company
1206 "K" Street, N. W.
Washington, D. C.

Moved-Left No Address

Name
1st Notice
2nd Notice
Return

284

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 22nd. day of January ,
1963 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William Smith,

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

~~XXXXXXX~~ not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 22nd. day of January , 19 63 .

Notarial Seal

Hugh K. Holmes, *Notary Public.*

My Commission will expire on: May 6th., 1963

Filed,

FILED
1963 JAN 29 PM 3:48

24

WILLIAM SMITH, Plaintiff	o	IN THE
Vs.	o	
FRANK W. COFIELL and	o	CIRCUIT COURT FOR
MARGERY COFIELL, His Wife	o	ANNE ARUNDEL COUNTY
CLARENCE WHALEN and	o	In Equity
MARY WHALEN, His Wife	o	
LEE STEPHENS	o	Equity No. 15,213
ARCHIBALD MURRAY	o	
CHARLES H. MURRAY	o	
J. A. WHALEN and	o	
HILDRED C. WHALEN, His Wife	o	
MABEL A BADEN and	o	
BERNARD B. BADEN, Her Son and Only Heir	o	
WALTER W. SCHAEFER	o	
GENEVIEVE HACKNEY	o	
RODERICK D. WATSON	o	
FRANK LESTER MAYNE, JR. and	o	
CATHERINE SYLVIA MAYNE, His Wife	o	
JEROME MURPHY and	o	
HELEN I. MURPHY, His Wife, et al	o	
Defendants	o	

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, State of Maryland, as prescribed by said Order against the non-resident defendants, Mabel A. Baden, Bernard B. Baden, Walter W. Schaefer, Genevieve Hackney, and Roderick D. Watson, as well as against all of the other defendants named in this cause, and all persons having or claiming to have any interest in the real property therein described as assessed to the said defendants and sold to the plaintiff

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

on October 10, 1960 for the non-payment of taxes due for the years 1958, 1959 and 1960;

And it further appearing that the defendants Frank W. Coefiell, Margery Coefiell, Clarence Whalen, Mary Whalen, Lee Stephens, Archibald Murray, Charles H. Murray, Hildred C. Whalen, Jerome Murphy and Helen I. Murphy have been duly served with process and notified to appear in this proceeding either in person or by solicitor; and it further appearing that the defendant, J. A. Whalen was returned "Mortuus Est" and that the defendants Frank Lester Mayne, Jr. and Catherine Sylvia Mayne have been twice returned "Non Est";

And it further appearing that the defendants Jerome Murphy and Helen I. Murphy have appeared in this proceeding and have redeemed the property known as .12 of an Acre South side of Oregon Avenue;

And it further appearing that all of the other said Defendants have failed to enter their appearance herein either in person or by solicitor, and have failed to file an Answer to the Bill of Complaint, and the time within which the said Defendants could so appear and file an Answer has now expired, it is, therefore, this 30th day of January, 1963, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint in this cause be, and the same is hereby taken Pro Confesso against the said Defendants, and all persons having or claiming to have any interest in the real property therein described, and as the same is assessed to the said Defendants and described in the books of the County Treasurer, and as sold to the Plaintiff on the 10th day of October 1960.

George Sachse
Judge

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

FILED
1963 JAN 31 PM 4:32

26

BOOK 145 PAGE 599

WILLIAM SMITH, Plaintiff	o	IN THE
Vs.	o	
FRANK W. COFIELL and	o	CIRCUIT COURT FOR
MARGERY COFIELL, His Wife	o	ANNE ARUNDEL COUNTY
CLARENCE WHALEN and	o	In Equity
MARY WHALEN, His Wife	o	
LEE STEPHENS	o	Equity No. 15,213
ARCHIBALD MURRAY	o	
CHARLES H. MURRAY	o	
J. A. WHALEN and	o	
HILDRED C. WHALEN, His Wife	o	
MABEL A. BADEN and	o	
BERNARD B. BADEN, Her Son and Only Heir	o	
WALTER W. SCHAEFER	o	
GENEVIEVE HACKNEY	o	
RODERICK D. WATSON	o	
FRANK LESTER WAYNE, JR. and	o	
CATHERINE SYLVIA WAYNE, His Wife	o	
JEROME MURPHY and	o	
HELEN I. MURPHY, His Wife, et al	o	
Defendants	o	

DECREE

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

IT IS THEREFORE ORDERED this 4th day of March, 1963, by the Circuit Court for Anne Arundel County, State of Maryland, in Equity:

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

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1963 MAR -5 AM 9:31

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

(a) Lots 21 and 22, Block 202, as shown on the Plat of Palisades on the Severn, Section "J". Plat recorded in Plat Book No. 5, Page 8, in the Second Election District of Anne Arundel County.

(b) Lots Nos. 29, 30, 31, 32, and 33, Block 29, as shown on the Plat of Herald Harbor on the Severn, Amended Map of Section "C". Plat recorded in Plat Book No. 4, Page 17, in the Second Election District of Anne Arundel County.

(c) Lots Nos. 21, 22, 23, and 24 in Block "C", High View on the Bay, Plat recorded in Plat Book No. 10, Page 42, in the Eighth Election District of Anne Arundel County.

(d) Lot No. 7, Shirkey Heights, Plat recorded in Plat Book No. 23, Page 9, in the Fifth Election District of Anne Arundel County;

being the same property described in these proceedings as having been sold by the Treasurer of Anne Arundel County for the nonpayment of taxes for the years 1958, 1959 and 1960, be, and the same are hereby forever barred and foreclosed.

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

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

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

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

George Sachse
Judge

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

FILED
1963 MAR 5 AM 9:31