BARBARA E. HOHMAN, Administratrix of the Estate of Albert O. Schriner, Deceased,
302 Fourth Avenue, S.W.,
Glen Burnie, Maryland.
Complainant.

vs.

THELMA R. WHITACRE,
Indian Way - R.D. #2,
Malvern, Chester County, Penn.

and

HAZEL S. JARVIS,
16 Lizbeth Lane,
Berwyn, Chester County, Penn.

and

FLOYD STOCKSDALE,
a/k/a Frank Dale,
300 Pilgrim Gardens,
Drexel Hill,
Delaware County, Penn.

and

BARBARA E. HOHMAN, Individually,
302 Fourth Avenue, S.W.,
Glen Burnie, Maryland.

And all other persons having or claiming to have any right, title, interest, estate or demand in and to that lot and the improvements thereon, known as Lot #69 on the Plat of Indian Village, Anne Arundel County, Maryland, and referred to in a deed dated November 16, 1946, which is recorded among the Land Records of Anne Arundel County in Liber J.HH. 386, Folio 493, from Henry H. Friedman and Wife to Albert O. Schriner.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 14643.

. . . . . .

PETITION TO ASSUME JURISDICTION OF ESTATE AND TO SELL FEE SIMPLE PROPERTY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Comes now Barbara E. Hohman, Administratrix of the Estate of Albert O. Schriner, Deceased, by Eleanor A. Crawford, her Attorney and respectfully represents to the Court as follows:

First: That Albert O. Schriner, Deceased, died seized and possessed of certain real property known as Lot No. 69 on the Plat of Indian Village, Anne Arundel County, Maryland, to which he acquired title by deed dated Nov. 16, 1946, and recorded among the Land Records of Anne Arundel County, In Liber J.H.H. 386, Folio 493, from Henry H. Friedman and wife to Albert O. Schriner,

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individually, a copy of which said deed is filed herewith and prayed to be taken as a part hereof.

Second: That the said Albert O. Schriner died intestate on August 2, 1961, in Anne Arundel County, State of Maryland; and that Letters of Administration were granted on August 16, 1961, to Barbara E. Hohman, Administratrix, the Complainant herein, and that she has duly qualified by filing her bond.

Third: That this said Complainant has filed in the Orphan's Court for Anne Arundel County a Personal Inventory indicating that the total cash on hand belonging to the said decedent amounts to $661.71 and that the personal property of the said decedent has been appraised for $226.50; that in addition thereto, the aforesaid described real property has been inventoried and appraised for $17,100.00.

Fourth: That the said Albert O. Schriner was a widower at the time of his death and died without issue; that he died intestate leaving surviving him the following heirs: Barbara E. Hohman, sister; and two nieces and one nephew who are children of a deceased sister of the decedent namely: Hazel E. Jarvis, Thelma R. Whitacre, and Floyd Stocksdale, a/k/a Frank Dale.

Fifth: That a Notice to Creditors is presently running in a newspaper but that the time for filing claims in said estate has not yet expired; that, however, the following debts are known to have been due by the said decedent at the time of his death: South Baltimore General Hospital - $70.20 and Baltimore Gas & Electric - $4.56; and that the following costs are presently due on account of the administration of the decedent's estate: Bond - $25.00; Appraisers fees - $60.00; and Register of Wills - $10.00.

Sixth: That funeral arrangements were made by near relatives of the said decedent and that by Order of the Orphan's Court for Anne Arundel County, dated September 7, 1961, the following expenses have been approved for payment; and that the whole of said bills remain unpaid: Singleton Funeral Home - Undertaker - $903.00 and tomb stone - $350.00.

Seventh: That the personal property of the said decedent is insufficient to pay the claims against the said decedent's estate, the costs of administration, and the funeral expenses and, therefore, this Complainant avers that it is necessary that the fee simple property of the said decedent be sold so that the

indebtedness of the said decedent, the funeral expenses, and the costs of administration may be paid out of the said proceeds of sale after a proper application of the personalty to the payment of same.

WHEREFORE, the premises considered this Complainant prays:

a. That this Honorable Court assume jurisdiction of the Estate of Albert O. Schriner, late of Anne Arundel County, deceased,

b. That the aforementioned fee simple property known as Lot No. 69 on the Plat of Indian Village, Anne Arundel County, Maryland, be sold for the payment of the funeral bill, other bills, inheritance taxes, and costs of administration as remain unsatisfied by the application of the personal estate, aforesaid, and that Eleanor A. Crawford, Attorney for the Complainant, be appointed Trustee by this Honorable Court to make such sale for such purposes.

c. That an Order of Publication be passed giving notice to the non-resident defendants, Thelma R. Whitacre, Hazel S. Jarvis, Floyd Stocksdale, a/k/a Frank Dale, and all persons, known or unknown having or claiming to have any interest in the aforesaid property of the object and intent of this Petition and warning them to be and appear in this Court in Person or by Solicitor on or before a certain day to be named therein and show cause, if any they may have, why a decree should not be passed as prayed.

d. And for such other and further relief as the Court may deem meet and proper.

And as in Duty Bound, etc.

Witness

Her
Barbara E. X Hohman
Mark
Barbara E. Hohman, Administratrix
of the Estate of Albert O. Schriner,
Deceased.

Eleanor A. Crawford,
Solicitor for Administratrix,
103 Crain Highway,
Glen Burnie, Maryland.
So. 6-1478.

STATE OF MARYLAND,

County of Anne Arundel, ss:

I HEREBY CERTIFY, that on this 6 day of October, 1961, before me, the subscriber, a Notary Public, in and for the State and County of Anne Arundel, aforesaid, personally appeared Barbara E. Hohman,

Administratrix of the Estate of Albert O. Schriner, and she made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true and correct as therein stated to the best of her information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires:

May 6 1963

Eleanor A. Crawford;
Attorney at Law,
103 Crain Highway,
Glen Burnie, Maryland.

No. 14,643 Equity

In the Circuit Court for Anne Arundel County - In Equity.
Barbara E. Hohman, Administratrix of the Estate of Albert O. Schriner, Deceased, 302 Fourth Ave., S.W., Glen Burnie, Maryland, Complainant, vs. Thelma R. Whitacre, Indian Way - R.D. #2, Malvern, Chester County, Penn.; Hazel S. Jarvis, 16 Lizbeth Lane, Berwyn, Chester County, Penn.; Floyd Stocksdale, a/k/a Frank Dale, 300 Pilgrim Gardens, Drexel Hill, Delaware County, Penn.; and Barbara E. Hohman, Individually, 302 Fourth Avenue, S.W., Glen Burnie, Maryland, and all other persons having or claiming to have any right, title, interest, estate or demand in and to that lot and the improvements thereon, known as Lot #69 on the Plat of Indian Village, Anne Arundel County, Maryland, and referred to in a deed dated November 16, 1946, which is recorded among the Land Records of Anne Arundel County in Liber J.H.H. 386, Folio 493, From Henry E. Friedman and wife to Albert O. Schriner.

ORDER OF PUBLICATION

The object of the Petition in the above matter is that the Circuit Court for Anne Arundel County, In Equity, assume jurisdiction of the Estate of Albert O. Schriner, and direct the sale of certain fee simple property located in Anne Arundel County, Maryland, for payment of funeral expenses, other bills, inheritance taxes and costs of administration as remain unsatisfied after a proper application of the personalty to the payment of same.

The bill recites that Albert O. Schriner, Deceased, died seized and possessed of real property known as Lot No. 69 on the Plat of Indian Village, Anne Arundel County, Maryland, by Deed dated November 16, 1946, and recorded among the Land Records of Anne Arundel County, In Liber J.H.H. 386, Folio 493, copy of which said deed is filed and prayed to be taken as part hereof; that the said Albert O. Schriner was a widower at the time of his death and died without issue; that he died intestate on August 2, 1961, in Anne Arundel County, State of Maryland; that Letters of Administration were granted on August 16, 1961, to Barbara E. Hohman, Administratrix, Complainant herein, and that she duly qualified; that the Complainant filed in the Orphan's Court for Anne Arundel County a Personal Inventory indicating that the total personal assets amounted to cash of $661.71 and other personal property appraised for $226.50; that the aforesaid real property was appraised for $17,100.00; that the said Albert O. Schriner, left surviving him the following heirs: Barbara E. Hohman, Sister; two nieces and one nephew, children of a deceased sister, namely: Hazel S. Jarvis, Thelma R. Whitacre, and Floyd Stocksdale, a/k/a Frank Dale; that the decedent left debts due at the time

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of his death as follows: South Baltimore General Hospital - $70.20 and Baltimore Gas and Electric - $4.56; that the costs of administration of decedent's estate presently amount to Bond - $25.00, Appraisers fees - $60.00, and Register of Wills - $10.00; that the Orphan's Court by Order dated September 7, 1961, approved the following expenses for funeral and tomb stone as follows: Singleton Funeral Home - Undertaker - $903.00 and tomb stone - $350.00; that the personal property of the decedent is insufficient to pay the said claims, costs of administration and funeral expenses and, therefore, it is necessary that the fee simple property of the decedent be sold so that the indebtedness of the said decedent, the funeral expenses, and the costs of administration may be paid out of the said proceeds of sale after a proper application of the personalty to the payment of same.

It Is Thereupon ORDERED by the Circuit Court for Anne Arundel County, In Equity, this 16th day of October, 1961, that the Complainant, by causing a copy of this Order to be inserted in some daily newspaper published in Anne Arundel County, once a week for four successive weeks before the 20th day of November, 1961, giving notice to the said non-resident Respondents, and any and all persons having or claiming to have any right, title, interest, estate or demand in and to that lot and the improvements thereon, known as Lot #69 on the Plat of Indian Village, Anne Arundel County, Maryland, and referred to in a deed dated November 16, 1946, which is recorded among the Land Records of Anne Arundel County in Liber J.H.H. 386, Folio 493, from Henry H. Friedman and wife to Albert O. Schriner, of the objects and substance of this Petition to Assume Jurisdiction of Estate and to Sell Fee Simple Property, warning them, to be and appear in this Court in person or by Solicitor on or before the 21st day of December, 1961, and show cause, if any they may have why a Decree should not be passed as prayed.

George T. Cromwell, Clerk

BOOK 146 PAGE 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., November 11, 1961

We hereby certify, that the annexed

Order of Publication

Eq. 14,643

Thelma R. Whitacre

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, 1961. The first insertion being made the 19th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 NOV 14 By W. Tilghman

FILED

ELEANOR A. CRAWFORD
Attorney at Law
103 Crain Highway
Glen Burnie, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Equity No. 14,643

Barbara E. Hohman, Administratrix of the Estate of Albert O. Schriner, Deceased, 302 Fourth Ave., S.W., Glen Burnie, Maryland, Complainant, vs. Thelma R. Whitacre, Indian Way, R. D. No. 2, Malvern, Chester County, Penn.; Hazel S. Jarvis, 16 Lizbeth Lane, Berwyn, Chester County, Penn.; Floyd Stoeksdale, a/k/a Frank Dale, 300 Pilgrim Gardens, Drexel Hill, Delaware County, Penn.; and Barbara E. Hohman, Individually, 302 Fourth Avenue, S. W., Glen Burnie, Maryland, and all other persons having or elaiming to have any right, title, interest, estate or demand in and to that lot and the improvements thereon, known as Lot No. 69 on the Plat of Indian Village, Anne Arundel County, Maryland, and referred to in a deed dated November 16, 1946, which is recorded among the Land Records of Anne Arundel County in Liber J.H.H. 386, Folio 493, From Henry E. Friedman and wife to Albert O. Sehriner.

Order Of Publication

The object of the Petition in the above matter is that the Circuit Court for Anne Arundel County, In Equity, assume jurisdiction of the Estate of Albert O. Schriner, and direct the sale of certain fee simple property loeated in Anne Arundel County, Maryland, for payment of funeral expenses, other bills, inheritanee taxes and, costs of administration as remain unsatisfied after a proper application of the personalty to the payment of same.

The bill recites that Albert O. Schriner, Deceased, died seized and possessed of real property known as Lot No. 69 on the Plat of Indian Village, Anne Arundel County, Maryland, by Deed dated November 16, 1946, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. 386, Folio 493, copy of which said deed is filed and prayed to be taken as part hereof; that the said Albert O. Schriner was a widower at the time of his death and died without issue; tbat he died intestate on Aug. 2, 1961, in Anne Arundel County, State of Maryland; that Letters of Administration were granted on August 16, 1961, to Barbara E. Hohman, Administratrix, Complainant herein, and that she duly qualified; that the Complainant filed in the Orphan's Court for Anne Arundel County a Personal Inventory indicating that the total personal assets amounted to eash of $661.71 and other personal property appraised for $226.50; that the aforesaid real property was appraised for $17,100.00; that the said Albert O. Schriner, left surviving him the following heirs: Barbara E. Hohman, Sister; two nieces and one nephew, children of a deceased sister, namely: Hazel S. Jarvis, Thelma R. Whitacre, and Floyd Stoeksdale, a-k-a Frank Dale; that the deeedent left debts due at the time of his death as follows: South Baltimore General Hospital — $70.20 and Baltimore Gas and Electric — $4.56; that the costs of administration of deeedent's estate presently amount to Bond — $25.00, Appraisers fees — $60.00, and Register of Wills — $10.00; that the Orphan's Court by Order dated September 7, 1961, approved the following expenses for funeral and tomb stone as follows: Singleton

No. 7

Funeral Home — Undertaker — $903.00 and tomb stone — $350.00; that the personal property of the decedent is insufficient to pay the said claims, costs of administration and funeral expenses and, therefore, it is necessary that the fee simple property of the decedent be sold so that the indebtedness of the said deceden the funeral expenses, and the costs of administration may be paid out of the said proceeds of sale after a proper application of the personalty to the payment of same.

It Is Thereupon ORDERED by the Circuit Court for Anne Arundel County, In Equity, this 16th day of October, 1961, that the Complainant, by causing a copy of this Order to be inserted in some daily newspaper published in Anne Arundel County, once a week for four successive weeks before the 20th day of November, 1961, giving notice to the said non-resident Respondents, and any and all persons having or claiming to have any right, title, interest, estate or demand in and to that lot and the improvements thereon, known as Lot No. 69 on the Plat of Indian Village, Anne Arundel County, Maryland, and referred to in a deed dated November 16, 1946, which is recorded among the Land Records of Anne Arundel Conty in Liber J.H.H. 386, Folio 493, from Henry H. Friedman and wife to Albert O. Schriner, of the objects and substance of this Petition to Assume Jurisdiction of Estate and to Sell Fee Simple Property, warning them, to be and appear in this Court in person or by Solicitor on or before the 21st day of December, 1961, and show cause, if any they may have why a Decree should not be passed as prayed.

GEORGE T. CROMWELL, Clerk

Ture Copy, TEST:

GEORGE T. CROMWELL, Clerk

N-9

AFFIDAVIT OF NON-MILITARY SERVICE

BOOK 146 PAGE 9

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

I hereby certify that, on this 4TH day of JANUARY, 1962, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

BARBARA E. HOHMAN, Administratrix of the Estate of Albert O. Schriner

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.)
are residing in Philadelphia

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 Fourth day of January, 1962.

Notarial Seal

Notary Public.

My Commission will expire on: May 1963

Filed,

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1962 JAN -5 AM 10:07

BARBARA E. HOHMAN, Administratrix	.	IN THE
Complainant	.	CIRCUIT COURT
vs.	.	FOR
THELMA R. WHITACRE, et al	.	ANNE ARUNDEL COUNTY
Respondents	.	NO. 14,643 EQUITY

AFFIDAVIT OF NOTICE

STATE OF MARYLAND)
) to wit:
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that on this 30th day of January, 1962, before me, the subscriber, a Notary Public, in and for the State of Maryland and County of Anne Arundel aforesaid, personally appeared Barbara E. Hohman, Administratrix of the Estate of Albert O. Schriner, and the Complainant in this cause, and she made oath in due form of law that she mailed a copy of the Petition To Assume Jurisdiction Of Estate And To Sell Fee Simple Property together with a copy of the Order Of Publication in this cause to the Respondents, Thelma Whitacre, Floyd Stocksdale, and Hazel Jarvis, by registered mail, on October 24, 1961, (copies of letters together with return receipts attached hereto as Exhibits "A", "B" and "C") and she did further make oath that she received a copy of said Petition and Order Of Publication individually and as one of the Respondents in this cause.

AS WITNESS my hand and Notarial Seal.

Notary Public

My commission expires:

May 1963

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1962 JAN 22 AM 9:17

8

Registered Mail

1223

REGISTERED NO. .....

Value $ N.V. Spec. del'y fee $.....

Fee $ 60 Ret. receipt fee $ 10

Surcharge $..... Rest. del'y fee $.....

Postage $ 08 ☐ Airmail

POSTMARK

GLEN BURNIE OCT 24 1961 MD

Postmaster, By

From Ditto

To Mrs Thelma R. Whitacre
Indian Way R.D. #2
Malvern, Pa

PO'D Form 3806—Oct. 1960

c48—13—70403-5

BOOK 146 PAGE 11

October 7, 1961

Mrs. Thelma R. Whitacre
Indian Way - R. D. #2
Malvern, Pennsylvania

Re: Estate of Albert O. Schriner

Dear Mrs. Whitacre:

Enclosed herewith is copy of Petition to Assume Jurisdiction of Estate and to Sell Fee Simple Property together with a copy of the Order of Publication.

Very truly yours,

Eleanor A. Crawford

EC:tk

Encls.

#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)

Thelma R. Whitacre

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED 10/26/61

ADDRESS WHERE DELIVERED (only if requested in item #1)

C95—10—71540-4 GPO

9

EXHIBIT A

Registered Mail

BOOK 146 PAGE 12

October 7, 1961

Mr. Floyd Stocksdale
300 Pilgrim Gardens
Drexel Hill, Pennsylvania

Re: Estate of Albert O. Schriner

Dear Mr. Stocksdale:

Enclosed herewith is copy of Petition to Assume Jurisdiction of Estate and to Sell Fee Simple Property together with a copy of the Order of Publication.

Very truly yours,

Eleanor A. Crawford

EC:tk

Encls.

#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)

Floyd Stocksdale

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED 10-26-61

ADDRESS WHERE DELIVERED (only if requested in item #1)

CS Form 71548-4 GPO

REGISTERED NO. 1222

Value $ N.V. Spec. del'y fee $

Fee $ 60 Ret. receipt fee $ 10

Surcharge $ Rest. del'y fee $

Postage $ 08 ☐ Airmail

POSTMARK 24 1961

Postmaster, By

From Outto

To Mr. Floyd Stocksdale
300 Pilgrim Gardens
Drexel Hill, Pa.

POD Form 3806—Oct. 1960 c4S—16—70493-5

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10

EXHIBIT B

Registered Mail

BOOK 146 PAGE 13

October 7, 1961

Mrs. Hazel S. Jarvis
16 Lizbeth Lane
Berwyn, Pennsylvania

Re: Estate of Albert O. Schriner

Dear Mrs. Jarvis:

Enclosed herewith is copy of Petition to Assume Jurisdiction of Estate and to Sell Fee Simple Property together with a copy of the Order of Publication.

Very truly yours,

Eleanor A. Crawford

EC:tk

Encls.

#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)

X Hazel S. Jarvis

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED 10/26/61

ADDRESS WHERE DELIVERED (only if requested in item #1)

CSS—16—71948-4 GPO

REGISTERED NO. 1221

Value $ N.V. Spec. del'y fee $

Fee $ 60 Ret. receipt fee $ 10

Surcharge $ Rest. del'y fee $

Postage $ 08 ☐ Airmail

POSTMARK GLEN ... 24 1961 MD

Postmaster, By

From Eleanor A. Crawford
103 S. Crain Hwy G.B. Md

To Mrs. Hazel S. Jarvis
16 Lizbeth Lane
Berwyn, Penn

PTO Form 3806—Oct. 1960 c4S—10—70493-5

11

Exhibit

BARBARA HOHMAN, et al	.	IN THE
Complainant	.	CIRCUIT COURT
vs.	.	FOR
THELMA R. WHITACRE, et al	.	ANNE ARUNDEL COUNTY
Respondents	.	NO. 14,643 EQUITY

DECREE PRO CONFESSO

The Respondents after having been duly summoned by Order of Publication and having failed to appear to the Bill of Complaint and answer same according to the command of the said Writ of Summons; it is, thereupon this 24th day of January, 1962, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED, and DECREED that said Bill of Complaint be, and the same is hereby, taken pro confesso against said Respondents.

And it is further Ordered that leave is hereby granted to the Complainant to take testimony before anyone of the standing Examiners of this Court in support of the allegations of the said Bill upon giving due notice to the Respondents of the time and place of taking of testimony.

W. Matthew A. Evans
JUDGE

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1962 JAN 24 PM 2:52

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BOOK 146 PAGE 15

BARBAR HOHMAN etal	*	IN THE
COMPLAINANT	*	CIRCUIT COURT
VS	*	FOR
THELMA R. WHITACRE etal	*	ANNE ARUNDEL COUNTY
RESPONDENT	*	EQUITY # 14,643

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

TESTIMONY ON BEHALF OF COMPLAINANT

February 5, 1962

Present:

Mrs. Eleanor A. Crawford, Solicitor for Complainant

Melvin S. Silberg, Solicitor for Respondents, Thelma Whitacre and Helen S. Jarvis

John G. Rouse, Jr., Court Examiner

Mrs. Conchita D. Tuers, Court Reporter

Joseph W. Bentz, Jr.

Witnesses:

Exhibits pages 2 - 3

Edward N. C.Bradley, pages 4 - 5

William N. Baldwin, page 6

Clinton Henry Eckard, pages 7 - 15

Doris Katherine Eckard, page 16

Roland J. Stader, page 17

Mrs. Roland J. Stader, page 18

Olive Bell M. Betz, page 19

Statement of Melvin S. Silberg, page 20

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13

(Mrs. Crawford)

The Complainant in this case, Mrs. Barbara Hohman, is not present for the purpose of taking testimony in accordance with leave granted her by Decree Pro Confesso because of her physical disability. And she respectfully requests the Court to excuse her absence. Mrs. Homan, because of her age and poor health, is unable to walk up or down stairs. Mrs. Homan retained Eleanor A. Crawford as her attorney for thepurpose of administration of the estate of Albert O. Schriner on August 11, 1961 in the presence of a Deputy Register of Wills, Nan Edith Hatch, Mr. Clinton Henry Eckard and Doris K. Eckard, his wife.

Notice of taking oftestimony this date has been given by certified mail to all of the parties to this cause and all of the known heirs of Albert O. Schriner. And to Mr. Melvin Silberg, attorney for Mrs. Whitacre and Mrs. Jarvis.

Now offered in evidence are a copy of the notice to Mrs. Barbara Hohman, Complainant, dated January 31, 1962 with return receipt attached #742832 as Complainant's Exhibit "A".

(COPY OF LETTER AND RETURN RECEIPT #742832 DATED JANUARY 31, 1962 TO MRS. BARBARA E. HOHMAN FILED AS EXAMINER'S EXHIBIT #1)

Copy of notice to Mr. Floyd Stocksdale dated January 31, 1962 with return receipt attached #742831 as Complainant's Exhibit "B".

(COPY OF LETTER AND RETURN RECEIPT #742831 DATED JANUARY 31, 1962 TO MR. FLOYD STOCKSDALE FILED AS EXAMINER'S EXHIBIT #2)

Copy of notice to Mrs. Thelma R. Whitacre dated January 31,

1962 with receipt for sending of certified mail attached #742830 Complainant's Exhibit "C".

(COPY OF LETTER AND RETURN RECEIPT #742830 DATED JANUARY 31,1962 TO MRS. THELMA R. WHITACRE FILED AS EXAMINER'S EXHIBIT #3)

Copy of Notice to Mrs. Hazel Jarvis dated January 31.1962 with receipt for sending of certified mail #748233attached, Complainant's Exhibit "D" .

(COPY OF LETTER AND RECEIPT FOR SENDING CERTIFIED MAIL #742833 DATED JANUARY 31, 1962 FILED AS EXAMINER'S EXHIBIT #4)

Copy of Notice to Mr. Melvin Silberg dated January 31, 1962 with return receipt attached #742829 Complainant's Exhibit "E".

(COPY OF LETTER AND RECEIPT RECEIPT #742829 DATED JANUARY 31, 1962 TO MELVIN SILBERG, ESQ. FILED AS EXAMINER'S EXHIBIT #5)

Now offered in evidence is Medical Examiner's Certificate of Death, Baltimore City Health Department, Registered #610762, name of deceased, Albert Schriner, date of death August 2, 1961, signed by the Assistant Medical Examiner on August 3.

(MEDICAL EXAMINER'S CERTIFICATE OF DEATH FILED AS EXAMINER'S EXHIBIT #6)

Now offered in evidence is Certificate of Death, Commonwealth of Pennsylvania, File #6856 Registered No. 54, name of deceased, Annie R. Schriner, date of death, January 19,1958,

(CERTIFICATE OF DEATH COMMONWEALTH OF PENNSYLVANIA, FILED #6856 REGISTERED NO. 54, FILED AS EXAMINER'S EXHIBIT #7)

Now offered in evidence the certification of the Register of Wills for Anne Arundel County, dated August 16, 1961 of Letters

15

of Administration granted to Barbara Hohman of the Estate of Albert O. Schriner on August 15, 1961.

(CERTIFICATION OF REGISTER OF WILLS FOR ANNE ARUNDEL COUNTY OF LETTERS OF ADMINISTRATION FILED AS EXAMINER'S EXHIBIT #8)

Edward N. C. Bradley, a witness of lawful age, having been duly sworn, deposes and says:

(Mrs. Crawford)

1. Will you state your name and address, please?

A. Edward N. C. Bradley, 500 Central Ave., Glen Burnie.

2. What is your occupation?

A. Right now I'm Consultant of Anne Arundel County Sanitary Commission on the Rights of Way.

3. Mr. Bradley, have you had experience in appraising property in Anne Arundel County?

A. I have.

4. For how long?

A. Fourteen years.

5. Did you make appraisal of property known as Lot #69, Plat of Indian Village, Anne Arundel County, Maryland?

A. I did.

6. On August 15, 1961?

A. I did.

7. For the purpose of filinga Real Estate Inventory in the administration proceedings in the Orphan's Court for Anne Arundel County in the Matter of the Estate of Albert O. Schriner?

A. I did.

8. And what was your appraisal and the value of this property?

A. $17,100.00.

9. And how do you determine the value of the property as $17,100?

A. The value of the land is $3,000; small dwelling $3100 and a large one $11,000. The pier was taken into consideration by the lot.

10. Now in administration proceedings of the Orphan's Court # 10742, did you also appraise the personal property of the Albert Schriner Estate?

A I did.

11. And what was the total appraised value of the personal property?

A. $225.00.

12. Did you report this on the inventory filed in the Estate?

A. I did.

13. And what was the total amount of the personal inventory?

A. Amount of appraisal, $175; cash in the house, $61; cash in the bank $601.71.

14. What was your fee for the appraisal of the estate?

A. $60.00.

15. Mr. Bradley, the original appraisement of your -- of the personal property was $175.00, is that correct?

A. That is right.

16 Was something subsequently added to this?

A. Yes, $50.00 for a television.

17. And that made the total to $225.00?

A. That's is where the difference is.

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 Edward M. C. Bradley

William N. Baldwin, a witness of lawful age, having been duly sworn, deposes and says:

(Mrs. Crawford)

1. Mr. Baldwin, would you give your name and occupation?

A. William N. Baldwin, Retired.

2. Are you an appraiser in Anne Arundel County?

A. I've been doing quite a lot in the last ten years.

3. Did you have occasion to appraise the Albert Schriner property on August 15th?

A Yes, Mr. Bradley and I went there on that date.

4. Was your appraisal essentially the same as Mr. Bradley's?

A. It was.

5. Did you also appraise the personal property in the Schrine estate?

A Yes, we did.

6. And was your appraisal the same as Mr. Bradley's?

A. Yes.

19

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. Wm. N. Baldwin

Clinton Henry Eckard, a witness of lawful age, having been duly sworn, deposes and says:

(Mrs. Crawford)

1. Mr. Eckard, will you give your full name and address, please?

A. Clinton Henry Eckard, 302 Fourth Ave., S.W., Glen Burnie.

2. Are you the nephew of Albert O. Schriner and the son of Barbara Hohman, the sister of Albert O. Schriner?

A. Yes, I am.

3. Mrs. Hohman lives with you and your wife?

A. That's correct.

4. Mr. Eckard, what is the state of Mrs. Hohman's health at the present time?

A. It is very poor. She can't go up and down stairs and she is aged.

5. And Mrs. Hohman is almost completely deaf, isn't she?

A. That's correct.

6. Is she able to read and write?

A No, she isn't.

7. Are you always present and act for Mrs. Hohman whenever she is concerned with administration of the Shriner Estate?

A. I have been in this, yes.

8. Is your wife present, too, at the time?

A Yes.

9. Does Mrs. Hohman know that you are here today in this capacity representing her?

A. Yes, we wanted to bring her but she wouldn't come.

10. Was Mrs. Hohman recently in the hospital?

21

A. Yes, she was.

11. Which one?

A. St. Agnes Hospital.

12. When did she come home?

A. She came home last Saturday morning.

13. Did Albert O. Schriner die on August 2, 1961?

A. Yes, she did.

14. Did you see him on the day he died?

A. In the hospital that evening, yes.

15. Was that before his death or after?

A. He was alive when I saw him at the hospital.

16. Were you there when he died?

A. No, I wasn't. I was at home.

17. Did you attend his funeral?

A. I did.

18. Were you on friendly terms with your uncle, Albert Schriner, during his lifetime?

A. Yes, I was.

19. Did you visit his home at Magothy Beach frequently with your mother and wife?

A. On different occasions we was down there, yes.

20. How frequently?

A. Once or twice a month. He was to our house very near every week, once a week.

21. Mr. Shriner moved here from Philadelphia in 1946 and built his home in Magothy Beach, didn't he?

22

A. That is correct.

22. Was Mr. Shriner a widower?

A. To my knowledge, yes.

23. Did he live alone at Magothy Beach?

A. Yes, he did outside of a tenant in the big house.

24. Did you know his wife?

A. No, I didn't know his wife.

25. Did he tell you that her name was Annie Schriner, that she died in Pennsylvania?

A. Yes, he did.

26. Did he tell you what year she died?

A. He did tell but I don't know.

27. Mr. Eckard, I hand you a certificate of death for Mrs. Annie R. Schriner dated January 19,1958, which shows her spouses name to be Ollie A. Schriner. Will you look at that please? Did your uncle also use that name?

A. Yes, he did.

28. Now, in question #7, the certificate shows that Annie Schriner and Ollie A. Schriner were separated at the time of her death?

A Was this separation the reason your uncle began using the name of Albert O. Schriner when he moved to Maryland?

A. I understand that was why he used that name.

29. Did he tell you that?

A. Yes, he did.

30. Now, is your mother, Barbara Hohman,the only living of Albert Schriner?

A. Yes, she is.

31. Did Mr. Schriner have one other sister, a Mrs. Mattie Stocksdale who died in Philadelphia some years ago?

A Yes.

32. Did Mrs. Stocksdale leave three children surviving her?

A. Yes, she did.

33. And the names of those children are Floyd Stocksdale, a/k/a Frank Dale?

A. That's right.

34. And Mrs. Thelma R. Whitacre?

A. That's correct.

35. And Mrs. Hazel S. Jarvis?

A. That's correct.

36. Do all of these children live in Pennsylvania?

A To my knowledge, yes.

37. Did Mr. Schriner or did Mrs. Stocksdale have any other children that you know of?

A. None that I know of.

38. Did Albert Schriner have any brothers or sisters other than your mother and Mattie Stocksdale that you know of?

A. None that I know of.

39. Are your mother's parents also Mr. Schriner's parents?

A Yes, they are.

40. Are they both dead?

A. Yes.

41. To your knowledge, are your mother, Barbara Hohman, ThelmaR. Whitacre, Hazel Travis and Floyd Stocksdale the only living heirs of Albert Schriner?

A Yes, they are.

42. Mr. Eckard, how old is your mother, Barbara Hohman?

A. Mother is eighty-two years old.

43. Is she older than Albert Schriner?

A. Yes.

44. Do you know how old Albert Schriner was?

A. He was supposed to be seventy-two, to my knowledge.

45. To your knowledge, did Albert O. Schriner leave a will?

A. To my knowledge, there has been no will.

46. Did you conduct careful search of this property on August 3,1961 together with your mother, Barbara Hohman, and yourwife and me?

A. Yes, we did. And Mrs. Brown and Mr. Brown.

47. Was anyone else present at the time we searched for the will?

A. No, there wasn't.

48. Were you also present on August 3, 1961 when the Deputy Register of Wills, Edith Nan Hatch, came to your house inGlen Burnie for the purpose of taking Barbara Hohman's oath to her petition for Letters of Administration?

A. Yes, I was.

49. Did she give her oath and make application for a bond?

A. Yes, she did.

50. Mr. Eckard, will you identify Mr. and Mrs. Brown, please? Who are those persons?

25

A. That is my sister and brother-in-law.

51. What is Mrs. Brown's first name?

A. Raymond C. Brown. Mrs. Lillian Brown is her name.

52. Is your sister?

A Yes, she is.

53. Is she the daughter of Barbara Hohman?

A. That's right.

54. And Mr. Raymond Brown is her husband. Did you inquire of Barbara Hohman, your mother, if she had any knowledge of a will?

A. Yes, I did.

55. And what did she say?

A. She said that she didn't know if there was or there wasn't.

56. Now, you heard Mr. Bradley's testimony the total value of the personal property in Albert Schriner's Estate was $225.00, is that correct?

A. That is correct.

57. Did you receive -- see the personal inventory signed by your mother, which showed the cash on hand to $661.71?

A. Yes, I did.

58. Now, to your knowledge, did Mr. Schriner have any other assets whatsoever other than those listed in the real and personal property inventories?

A. To my knowledge, there was none.

59. Do you have any knowledge of any other assets discovered since the date of the inventories filed?

A. No, I don't.

SC

60. As far as you know, the only other monies to be received by the Estate are the sums of $126.00 and the Social Security for a lump sum benefit?

A. Yes.

61. $42.00 for one month's benefits prior to death?

A. Yes.

62. And $2.50 from the Civil Service Retirement?

A. Yes.

63. Now, did your wife, Mrs. Doris Eckard, make the funeral arrangements on behalf of Barbara Hohman with the Singleton Funeral Home?

A. My wife and Mrs. Brown, my sister.

64. I am going to hand you a number of bills which represent debts due at the time of Albert Schriner's death and which are still outstanding and ask you if you can identify them. Now, are these two papers that I hand you totalling $903.00 for Mr. Albert Schriner's funeral?

A. That's correct.

65. And is this bill I hand you from the Baltimore Gas & Electric Co. for use of electricity on Mr. Schriner's property to his date of death in the amount of $4.56?

A. Yes, it is.

66. And is this bill for the Register of Wills for a visit to Barbara Hohman, Administratrix on August 11, 1961 in the amount of $10.00?

A. That's right.

67. And is this paper a bill for the administratrix bond in the amount of $25.00?

A. That is correct.

27

68. And is this bill in the amount of $20.00 to the Capital Gazette Press for the Notice to Creditors of the Estate of Albert O. Schriner?

A. That is correct.

69. And was this Notice published in the local newspaper?

A. Yes, it was.

70/ The Notice to Creditors will expire on February 24, 1961, is that right?

A. That is correct.

(Mrs. Crawford)

Mr. Rouse, I wish to say here, that the Complainant's Petition lists here one of the debts, a bill from South Baltimore General Hospital in the amount of $70.20, which bill was incurred by Mr. Shriner's hospitalization, the day he died. That bill has since been paid by Blue Cross and is no longer a debt against the Estate. Also, there is an order of the Orphan's Court dated September 17, 1961 for payment of the funeral bill inthe amount of $903.00 and allowance for tombstone to be purchased in the amount of $350.00. The recapitulation is: real estate/$17,100; inventory personal property inventory total $889.21; the debts of Decedent, Singleton Funeral Home $903.00; tombstone $350.00; Baltimore Gas & Electric $4.56; the administratrix bond $25.00; appraisal fees $60.00; Register of Wills $10.00; Notice to Creditors $20.00; total amount of debts $1372.56.

71. Mr. Eckard, it appears that the personal property of Albert O. Schriner is insufficient to pay the claims against the Estate and

28

the costs of administration and that it is necessary to sell the real estate in order to pay all the debts, expenses and taxes. Do you know of any reason why this should not ben done?

A. No, I don't.

72. Has your mother been fully informed by me and is she completely aware of all the facts presented here?

A. Yes, she is.

73. Do you know of any other debts against Albert O. Schriner Estate which are outstanding other than those to which you have testified?

A I know of none.

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 Chester Harry Eckert . . . . . .

30

Doris Katherine Eckard, a witness of lawful age having been duly sworndeposes and says:

(Mrs. Crawford)

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

A Doris Katherine Eckard. 302 Fourth Ave., S.W.. Glen Burnie.

2. Are you the wife of Clinton Henry Eckard?

A. Yes, I am.

3. Does Barbara Hohman live with you and your husband?

A. Yes, she does.

4. Do you take care of her?

A. Yes, I do.

5. Are you always present when matters of the Albert Schriner Estate are discussed between Mrs. Hohman, Mr. Eckard and myself?

A Yes.

6. Do you read ever paper and document so that you are thoroughly familiar with the administration of the Estate?

A Positively.

7. Do you have personal knowledge of the matters and facts to which your husband has testified?

A. That's right.

8. And would your answers to those questions be the same?

A. That's right.

9. Do you have anything to add?

A. No, I don't.

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. Louis K. Eckland

32

Roland J. Stader, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Silberg)

1. For the record, would you state your name?

A. Roland J. Stader.

2. And you identify yourself now?

A. I am the son of Barbara L. Hohman.

3. And do you have anything you want to add to this testimony?

A. No, I don't guess I do.

4. Mrs. Hohman lived with you for how long?

A. About ten months.

5. Up until when?

A. Up until this past May.

6. And the condition of her health has been testified to as being very poor, do you agree?

A. Very poor, yes.

QUESTION BY THE EXAMINER:

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

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

Answer. . No. . . . . .

Signature Roland J. Stracke

34

Mrs. Roland J. Stader, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Silberg)

1. And you are Mrs?

A. Roland J. Stader.

2. The previous witness' wife?

A. Yes.

35

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. Mrs. R. J. Stader. .

38

Olive Bell M. Betz, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Silberg)

1. What is your name?

A. My name is Olive Bell Betz.

2. And the daughter of Mrs. Hohman, also?

A. Yes.

3. How many children does Mrs. Hohman have altogether?

A. She had eight. There are seven living.

4. And their names?

A. Irving Slater; Roland; Annabelle, she is deceased; and myself, Olive Bell; and Lillian Brown and Grace Lavin and Clinton Eckard.

5. And this last person present is your husband?

A. Yes.

QUESTION BY THE EXAMINER:

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

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

Answer. No. . . . . .

Signature Olive Bell M Betz.

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 W. Bly Jr.

59

(Mr. Silberg)

1. Do any of you people have any knowledge -- any ofyou people who testified in this room, have any knowledge of any will that -- except what has been proved to you?

A. (Everyone) Only what he said, that is all.

(Mr. Silberg)

My name is Melvin S. Silberg. I'm at 110 E. Lexington St., Baltimore, Maryland and I am counsel for Thelma Whitacre and Hazel S. Jarvis.

(Mrs. Crawford)

Do you also represent any of the other persons present?

(Mr. Silberg)

No, I don't. I am not here in that capacity as counself for any of those persons present.

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in their behalf, this testimony is now losed, and at the request of Plaintiff's Solicitor is returned to the Court.

I hereby certify that the foregoing testimony was taken at the instance of the plaintiff; that I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony; that the testimony was taken in one day.

Witness my hand and seal this 22nd day of March, 1962

John G. Rouse, Jr. Examiner (SEAL)

John G. Rouse, Jr.

J. R. $10.00

C. T. $18.00 Paid

RECEIPT FOR CERTIFIED MAIL—20¢

No. 7428 32

SENT TO
Mrs. Barbara E. Hohman

STREET AND NO.
302 Fourth Avenue, S. W.

CITY AND STATE
Glen Burnie, Maryland

If you want a return receipt, check which ☐ 10¢ shows to whom and when delivered ☐ 35¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here ☑ 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POSTMARK OR DATE
FEB 1 1962

POD Form 3800
Jul 1957

SEE OTHER SIDE

BOOK 146 PAGE 44

January 31, 1962

CERTIFIED MAIL

Mrs. Barbara E. Hohman
302 Fourth Avenue, S. W.
Glen Burnie, Maryland

Re: Equity No. 14,643
Barbara Hohman, et al, vs.
Thelma Whitacre, et al
Petition for Order to Sell Real Estate

Dear Mrs. Hohman:

Decree Pro Confesso having been taken in the above captioned case, a hearing has been set for the purpose of taking testimony on Monday, February 5, 1962, at 9:15 a.m., before The Hon. John G. Rouse, Examiner, at the Court House, South Street, Annapolis, Maryland.

Very truly yours,

Eleanor A. Crawford

EC:tk

#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)
Deliver to Addressee Only

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED
2-8-62

ADDRESS WHERE DELIVERED (only if requested in item #1)

C88—18—71548-4 GPO

Examiner's Exhibit No.
Hohman et al. v. Whitacre et al
Eq No. 14,643
Thelma L. Whitacre

FILED

42

EXHIBIT A

No. 742831

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Mr. Floyd Stocksdale
STREET AND NO.
300 Pilgrim Gardens
CITY AND STATE
Drexel Hill, Pennsylvania

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

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800
Jul 1957
SEE OTHER SIDE

POSTMARK OR DATE
GLEN BURNIE FEB 1 1962 MD

BOOK 146 PAGE 45

January 31, 1962

CERTIFIED MAIL

Mr. Floyd Stocksdale
300 Pilgrim Gardens
Drexel Hill, Pennsylvania

Re: Equity No. 14,643
Barbara Hohman, et al, vs.
Thelma Whitacre, et al
Petition for Order to Sell Real Estate

Dear Mr. Stocksdale:

Decree Pro Confesso having been taken in the above captioned case, a hearing has been set for the purpose of taking testimony on Monday, February 5, 1962, at 9:15 a.m., before The Hon. John G. Rouse, Examiner, at the Court House, South Street, Annapolis, Maryland.

Very truly yours,

Eleanor A. Crawford

EC:tk

#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)
Deliver to Addressee Only

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
X Floyd C. Stocksdale

DATE DELIVERED
2/2/62

ADDRESS WHERE DELIVERED (only if requested in item #1)

C55—10—71040-4 GPO

Examiner, Sec. No. 2
Hohman et al. Whitacre et al.
Eq. No. 14,643
John G. Rouse, Ex...

1962 MAR 22 ...

Exhibit E.

January 31, 1962

CERTIFIED MAIL

Mrs. Thelma R. Whitacre
Indian Way R.D. #2
Malvern, Pennsylvania

Re: Equity No. 14,643
Barbara Hohman, et al, vs.
Thelma Whitacre, et al
Petition for Order to Sell Real Estate

Dear Mrs. Whitacre:

Decree Pro Confesso having been taken in the above captioned case, a hearing has been set for the purpose of taking testimony on Monday, February 5, 1962, at 9:15 a.m., before The Hon. John G. Rouse, Examiner, at the Court House, South Street, Annapolis, Maryland.

Very truly yours,

Eleanor A. Crawford

EC:tk

RECEIPT FOR CERTIFIED MAIL—20¢

No. 742830

SENT TO
Mrs. Thelma R. Whitacre
STREET AND NO.
Indian Way R.D. #2
CITY AND STATE
Malvern, Pennsylvania

POSTMARK OR DATE
FEB 1962

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

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800
Jul 1957

SEE OTHER SIDE

Examiner's Exhibit No. 3
Hohman, et al vs Whitacre, et al
Eq No 14643
John G. Rouse Examiner

FILED
1962 MAR 22 PM 4:30

EXHIBIT C

January 31, 1962

CERTIFIED MAIL

Mrs. Hazel S. Jarvis
16 Lizbeth Lane
Berwyn, Pennsylvania

Re: Equity No. 14,643
Barbara Hohman, et al, vs.
Thelma Whitacre, et al
Petition for Order to Sell Real Estate

Dear Mrs. Jarvis:

Decree Pro Confesso having been taken in the above captioned case, a hearing has been set for the purpose of taking testimony on Monday, February 5, 1962, at 9:15 a.m., before The Hon. John G. Rouse, Examiner, at the Court House, South Street, Annapolis, Maryland.

Very truly yours,

Eleanor A. Crawford

EC:tk

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Mrs. Hazel S. Jarvis
STREET AND NO.
16 Lizbeth Lane
CITY AND STATE
Berwyn, Pennsylvania

If you want a return receipt, check which
☐ 10¢ shows to whom and when delivered
☐ 35¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here
☑ 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POSTMARK OR DATE
FEB 1 1962

POD Form 3800
Jul 1957

SEE OTHER SIDE

No. 742833

Examiner, Exhibit No. 4
Hohman et al [illegible]
Eq No. 14,643
[illegible]

1962 MAR 22 [illegible]

45

EXHIBIT D

#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) Deliver to Addressee Only

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY Melvin S. Silberg

DATE DELIVERED 2/2/62

ADDRESS WHERE DELIVERED (only if requested in item #1)

CSS—10—7 GPO

BOOK 146 PAGE 48

January 31, 1962

CERTIFIED MAIL

Melvin S. Silberg, Esq.
110 E. Lexington
Baltimore, Maryland

Re: Equity No. 14,643
Barbara Hohman, et al, vs.
Thelma Whitacre, et al
Petition for Order to Sell Real Estate

Dear Mr. Silberg:

Decree Pro Confesso having been taken in the above captioned case, a hearing has been set for the purpose of taking testimony on Monday, February 5, 1962, at 9:15 a.m., before The Hon. John G. Rouse, Examiner, at the Court House, South Street, Annapolis, Maryland.

Very truly yours,

Eleanor A. Crawford

EC:tk

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO Melvin S. Silberg, Esq.

STREET AND NO. 110 E. Lexington

CITY AND STATE Baltimore, Maryland

POSTMARK OR DATE

If you want a return receipt, check which ☐ *10¢ shows to whom and when delivered* ☐ *35¢ shows to whom, when, and address where delivered*

If you want restricted delivery, check here ☐ *50¢ fee*

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800 Jul 1957 SEE OTHER SIDE

No. 742829

BURNIE FEB 1962 MD.

Examiner's Exhibit No. 5
Hohman, etc. v. Whitacre et al
Eq. No. 14,643
John G. Rouse, Ex.

FILED

1962 MAR 22 PM 4:30

EXHIBIT E

BALTIMORE CITY HEALTH DEPARTMENT
BUREAU OF VITAL RECORDS

ORDER NO. [illegible]

AUG - 9 1961

BOOK 146 PAGE 49

151 [illegible]

BALTIMORE CITY HEALTH DEPARTMENT

MEDICAL EXAMINER'S CERTIFICATE OF DEATH

Registered No. [illegible]

D.CTH NO

1 NAME OF DECEASED (Type or Print) ALBERT SCHRINER

2 DATE OF DEATH August 2, 1961

3 PLACE OF DEATH IN BALTIMORE, MARYLAND
FULL NAME OF HOSPITAL OR INSTITUTION (IF NOT IN HOSPITAL OR INSTITUTION GIVE STREET ADDRESS OR LOCATION)
South Baltimore General Hospital

4 USUAL RESIDENCE (Where deceased lived If institution residence before admission)
a. STATE Maryland
b COUNTY
c CITY OR TOWN (If outside corporate limits, write RURAL and give township) Pasadena
d. STREET ADDRESS (If rural, give location) Magothy Beach

5 SEX	6. COLOR or RACE	7. SINGLE, MARRIED WIDOWED, DIVORCED (Specify)	8. DATE OF BIRTH	9 AGE (In years last birthday)	If Under 1 Yr. Months / Days	If Under 24 Hrs. Hours / Min
Male	White	W	Sept. 13, 1883	77 [illegible]		

10a. USUAL OCCUPATION (Give kind of work done during most of working life even if retired)	10b. KIND OF BUSINESS OR INDUSTRY	11 BIRTHPLACE (State or foreign country)	12. CITIZEN OF WHAT COUNTRY?
Shipyard	Phila, Pa. Navy Shipyard	Taneytown, Maryland	U.S.A.

13 FATHER'S NAME	14. MOTHER'S MAIDEN NAME
Theodore Schriner	Martha Elegal

15 WAS DECEASED EVER IN U S ARMED FORCES? (Yes, no or unknown) (If yes give war or dates of service)	16. SOCIAL SECURITY NO.	17. INFORMANT ADDRESS
no --------		Lillian Brown- 725 Helen Ave. Linthicum, Md.

CAUSE OF DEATH

DISEASE OR CONDITION DIRECTLY LEADING TO DEATH (This does not mean the mode of dying, e.g. heart failure, asthenia, etc. It means the disease, injury or complication which caused death)	INTERVAL BETWEEN ONSET AND DEATH
(a) Retroperitoneal Hemorrhage DUE TO	
(b) Rupture of Dissecting Aneurysm of Aorta DUE TO	
(c) [illegible]	

ANTECEDENT CAUSES
DISEASES OR CONDITIONS IF ANY, GIVING RISE TO THE ABOVE CAUSE (A) STATING THE UNDERLYING CONDITION LAST

II OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO THE DEATH BUT NOT RELATED TO THE DISEASE OR CONDITION CAUSING IT

IF OPERATION WAS RELATED TO CAUSE OF DEATH, ENTERED IN PART I OR PART II.	19a DATE OF OPERATION	19b CONDITION FOR WHICH OPERATION WAS PERFORMED	20 AUTOPSY? YES ☒ NO ☐

21a. EXTERNAL CAUSE WAS UNDERLYING ☐ OR CONTRIBUTING ☐ CAUSE OF DEATH	21b. PLACE OF INJURY (e.g. in or about home, farm, factory, street, office bldg, etc.)	21c. WHERE DID INJURY OCCUR? (If in Baltimore City, give exact location)

21d. TIME OF INJURY (Month) (Day) (Year) (Hour) m	21e INJURY OCCURRED WHILE AT WORK ☐ NOT WHILE AT WORK ☐	21f. HOW DID INJURY OCCUR?

22. I certify that I took charge of the remains described above, held an Autopsy ☒ Inspection ☐ Inquiry ☐ and in my opinion death resulted from: Natural causes ☒ Accident ☐ Suicide ☐ Homicide ☐ Undetermined manner ☐.

22a. SIGNATURE	22b CHIEF MEDICAL EXAMINER ☐ ASSISTANT MEDICAL EXAMINER ☐ MEDICAL INVESTIGATOR ☒ M.D	22c. DATE SIGNED
Charles S Petty		8/3/61

23a. BURIAL, CREMATION, REMOVAL (Specify)	23b DATE	23c NAME OF CEMETERY OR CREMATORY	23d LOCATION (City, town or county) (State)	24a. DATE REC'D BY HEALTH DEPT	24b NAME OF REGISTRAR	25c. FUNERAL DIRECTOR ADDRESS
Burial	8-7-1961	Grace Reform Ch. Cemetery	Taneytown, Maryland			Singleton Funeral Home, Glen Burnie, Md.

THIS IS TO CERTIFY THAT THE ABOVE IS A VERIFAX COPY OF A CERTIFICATE ON FILE IN THE BALTIMORE CITY HEALTH DEPARTMENT, BALTIMORE, MARYLAND.

Sidney Shorton — Huntington Williams, M.D.

DIRECTOR, BUREAU OF VITAL RECORDS — COMMISSIONER OF HEALTH AND REGISTRAR

WARNING: DO NOT ACCEPT THIS TRANSCRIPT UNLESS THE OFFICIAL DEPARTMENTAL SEAL IS AFFIXED HEREON.

EXHIBIT F.

WARNING: It is illegal to duplicate this copy by photostat or photograph.

[redacted] Date

30455-6 No.

This is to certify that this is a true copy of the record which is on file in the Pennsylvania Department of Health, in accordance with Act 66, P. L. 304, approved by the General Assembly, June 29, 1953.

(Fee for this certificate, $1.00)

C. L. Wilbar Jr.

C. L. Wilbar, Jr., M.D.
Secretary of Health
Harrisburg, Pennsylvania

BOOK 146 PAGE 50

HVS-20143—525M—9-55 10

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH
DIVISION OF VITAL STATISTICS

File No. 6856

Primary Dist. No. 43-47

CERTIFICATE OF DEATH

Registered No. 54

1. PLACE OF DEATH
a. County Montgomery
b. City, Borough or Township Cheltenham
c. Length of stay in 1b.
d. FULL NAME (If NOT in hospital, give street address) of HOSPITAL or INSTITUTION 2104A So. John Russell Circle
e. Is Place of Death Inside Municipality Limits? Yes ☒ No ☐

2. USUAL RESIDENCE (where deceased lived. If institution: residence before admission)
a. State Pa. b. County
c. City, Borough or Township Lynnewood 469
d. Street Address or Location 2104A So. John Russell Circle
e. Is Residence Inside Municipality Limits? Yes ☒ No ☐
f. Is Residence on a Farm? Yes ☐ No ☐

3. NAME OF DECEASED (Type or print) a. (First) Anne b. (Middle) R. c. (Last) Schriner
4. DATE OF DEATH (Month) 1 (Day) 19 (Year) 58

5. SEX Fe
6. COLOR OR RACE wht
7. MARRIED ☐ NEVER MARRIED ☐ WIDOWED ☐ DIVORCED ☐ Sep
8. DATE OF BIRTH 1-16-77
9. AGE (In years last birthday) 81
If under 1 year: Months / Days
If under 24 hrs.: Hours / Min.

10. FULL NAME OF SPOUSE Ollie A
11. BIRTHPLACE (All give state or foreign country) Pa
12. CITIZEN OF WHAT COUNTRY
13. FATHER'S NAME Kolb
14. MOTHER'S MAIDEN NAME Not known
15. USUAL OCCUPATION (even if retired) Housewife
16. Social Security No.
17. INFORMANT Harry C Morris ADDRESS 7838B Penrose Ave

MEDICAL CERTIFICATION

18. CAUSE OF DEATH [Enter only one cause per line for (a), (b) & (c)]
PART I. Death was caused by:

		INTERVAL BETWEEN ONSET AND DEATH
IMMEDIATE CAUSE (a)	Cerebral Vascular Accident	1 week.
Conditions, if any, which gave rise to above cause (a) stating the underlying cause last. DUE TO (b)	Hypertension 331X	10 yrs.
DUE TO (c)	Cerebral Advanced Arteriosclerosis	10 yrs.

PART II. OTHER SIGNIFICANT CONDITIONS [contributing to death but not related to the terminal disease given in Part I (a)]

19. WAS AUTOPSY PERFORMED? Yes ☐ No ☒

20a. ACCIDENT SUICIDE HOMICIDE ☐ ☐ ☐
20b. DESCRIBE HOW INJURY OCCURRED.
20c. Time of Injury Hour, Month, Day, Year E.S.T.
20d. INJURY OCCURRED While at work ☐ Not while at work ☐
20e. PLACE OF INJURY (e.g., home, farm, factory, street, etc.)
20f. CITY, BOROUGH, TOWNSHIP COUNTY STATE

21. I hereby certify that I attended the deceased from Jan. 6, 19 58 to Jan. 19, 19 58 that I last saw the deceased alive on 1/19, 19 58 and that death occurred at 1 P.M. E.S.T., from the causes and on the date stated above.

22a. SIGNATURE Joseph MD
22b. ADDRESS 3136 Grant Ave
22c. DATE SIGNED 1/20/58

23a. BURIAL ☒ CREMATION ☐ REMOVAL ☐
23b. DATE 1-23-58
23c. NAME OF CEMETERY OR CREMATORY Douglass Independent
23d. LOCATION (City, Boro., Twp. & County) (State) Jenkintown Pa

24. DATE REC'D BY REG. 1-21-58
25. REGISTRAR'S SIGNATURE Elizabeth Silzenmeyer
26. SIGNATURE OF FUNERAL DIRECTOR H B Mulligan for Theo D Flegel Sup
ADDRESS

Examiners 4th Vol 7.

Immediate Witness Due

to the Heirs

Exhibit C

BOOK 146 PAGE 51

The State of Maryland

Anne Arundel County, Sc:

THE SUBSCRIBER, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records in his office, that *Letters of Administration* of all the goods, chattels, credits and personal Estate of Albert O. Schriner deceased, was on the 15" day of August in the year of our Lord one thousand nine hundred and sixty-one, granted and committed unto Barbara Hohman who was then and there appointed Administratrix of the said deceased, and that the above letters are now in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 16" day of August in the year of our Lord nineteen hundred and sixty-one.

TEST:

George M. Nutwell
Register of Wills for Anne Arundel County.

Examiner's Exh No 8
Hohman, etc v. Whitaker, et al
Equity No 14,643
John S. Rowe L. Exam.

1962 MAR 22 PM 4:33

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EXHIBIT H

BARBARA E. HOHMAN	.	IN THE
Complainant	.	CIRCUIT COURT
vs.	.	FOR
THELMA R. WHITACRE, et al	.	ANNE ARUNDEL COUNTY
Respondents	.	NO. 14,643 EQUITY

DECREE FOR SALE OF REAL ESTATE

The above cause, coming on to be heard, the petition, testimony, and all other proceedings being considered, it is this 21st day of April 1962, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that the fee simple property located in Anne Arundel County, State of Maryland, and known as Lot No. 69 on the Plat of Indian Village, and more particularly described in Deed dated November 16, 1946, and recorded among the Land Records of Anne Arundel County in Liber JHH 386, Folio 493, the property of Albert O. Schriner, deceased, be sold, and that Eleanor A. Crawford be, and she is hereby appointed, Trustee to make said sale, and that the course and manner of her proceedings shall be as follows:

She shall first file with the Clerk of this Court a bond to the State of Maryland executed by herself and a surety or sureties to be approved by this Court in the penalty of Twenty thousand Dollars; conditioned for the faithful performance of the trust reposed in her by this Decree, or to be reposed in her by any further Decree or Order in the premises; and it is further ORDERED that she is to make sale, and if at private sale, then for not less than the value established by the testimony; and if at public sale, having first given at

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least three weeks notice by advertisement in some daily paper or papers published in Anne Arundel County of the time, place, manner and terms of said sale, (which must be for cash upon ratification of this Court) and upon receipt by the said Trustee of the entire purchase money, she shall by good and sufficient deed to be executed, acknowledged, and recorded according to law conveyed to the purchaser or purchasers, his heirs and assigns, the interest and estate of the said Albert O. Schriner, deceased, late of Anne Arundel County, and those claiming by, from or under him, free and clear from any of them. And as soon as convenient after said sale the said Trustee shall return to this Court a report of her proceedings relative thereto, and shall bring into this Court the monies arrising from said sale, to be distributed in accordance with the further Decree of this Court after first deducting the cost of this proceeding, commissions, fees and outstanding claims as this Court may allow.

D. Boone Duckett
Judge

GLOBE INDEMNITY COMPANY

A New York Corporation — New York, N. Y.

BOOK 146 PAGE 54

A COMPANY OF THE ROYAL-GLOBE INSURANCE GROUP

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

LIBER 11 PAGE 314

Bond No. 377754

BOND

NO. 14,643 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, ELEANOR A. CRAWFORD **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** TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00) ---- **, 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 26th **day of** April **,** 19 62 **.**

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Barbara E. Hohman vs. Thelma R. Whitacre, etal, No. 14,643 Equity, **dated** April 21, 1962 **,** Eleanor A. Crawford ---------- **was appointed Trusted to make sale of the property described in said proceedings, and the said** Eleanor A. Crawford **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; ptherwise to be and remain in full force and virtue in law.

WITNESS:

Luila D. Killian

Ethel M. Carle

Eleanor A. Crawford (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV, Attorney-in-Fact

SURETY

Bond approved this 26th day of April 19 62

George T. Cromwell, Clerk

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BOOK 146 PAGE 55

BARBARA E. HOHMAN	.	IN THE
Complainant	.	CIRCUIT COURT
vs.	.	FOR
THELMA R. WHITACRE, et al	.	ANNE ARUNDEL COUNTY
Respondents	.	NO. 14,643 EQUITY

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Eleanor A. Crawford, Trustee, appointed by the Decree dated April 21, 1962, in the above entitled cause to make sale of fee simple property known as Lot No. 69 on the plat of Indian Village, Anne Arundel County, Maryland, property of Albert O. Schriner, deceased, in the proceedings in this said cause mentioned, respectfully shows:

ONE: That said property was sold in fee simple and private sale at and for the price of Seventeen Thousand One Hundred Dollars ($17,100.00).

TWO: One Hundred Dollars ($100.00) having been paid as deposit thereon and the balance to be paid within forty-five (45) days of the date of said contract, original copy of which is attached hereto, said sale subject to conditions of sale as set forth in contract.

Eleanor A. Crawford

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1962 MAY 23 AM 10: 0[illegible]

STATE OF MARYLAND, County of Anne Arundel, to wit:

I hereby certify that on this 22nd day of May, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ELEANOR A. CRAWFORD, Trustee in the above cause, and she made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of her knowledge, belief and information.

AS WITNESS my hand and seal Notarial.

Lyla Darlene Killian
Notary Public

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BOOK 146 PAGE 57

AGREEMENT OF SALE

This Agreement of Sale entered into this 22 day of May, 1962, by and between Eleanor A. Crawford, Trustee, hereinafter called the Seller, and Levin J. Insley, and Wilda O. Insley, his wife, hereinafter called the Buyers.

WHEREAS, Lot 69 on Plat of Indian Village in Anne Arundel County, as more particularly described in and was conveyed by deed to Albert O. Schriner, by deed dated November 16, 1946, and recorded among the land records of Anne Arundel County in Liber J.H.H. 386, folio 493, and whereas the said Albert O. Schriner became deceased intestate on about August 2, 1961, and whereas, under order of Circuit Court for Anne Arundel County, dated April 21, 1962, in proceedings known as Equity 14643, the said Eleanor A. Crawford was appointed Trustee for the purpose of sale of said property.

NOW THEREFORE WITNESSETH that the buyer does hereby buy and the seller does hereby sell the above described Lot 69, in fee simple, with improvements thereon, by and for the purchase price of $17,100.00, of which $100.00 has heretofore been paid, leaving an unpaid balance of $17,000.00, which sum of $17,000.00 is to be fully paid by the buyer to the seller at time of settlement.

It is agreed that within forty-five days from the date hereof, that the aforesaid purchase price is to be paid to the seller, and the seller shall execute to the buyer a good and merchantible title in fee simple, to the buyer, as tenants by entireties; all expenses of title search, preparation of deed, and recording thereof is to be paid by the buyer; State and Federal stamps as required thereon shall be paid one-half by the buyer

LAW OFFICES OF
GEORGE SACHSE
2 CRAIN HIGHWAY N.
GLEN BURNIE, MD.

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and one-half by the seller; all State, County and other taxes and assessments affecting said property are to be adjusted at time of settlement.

AS WITNESS the hands and seals of the parties hereto on the day and year first above written.

Eleanor A. Crawford (SEAL)
Eleanor A. Crawford, Trustee

Levin J. Insley (SEAL)
Levin J. Insley

Wilda O. Insley (SEAL)
Wilda O. Insley

LAW OFFICES OF
GEORGE SACHSE
102 CRAIN HIGHWAY N.
GLEN BURNIE, MD.

BOOK 146 PAGE 59

ORDER NISI

BARBARA E. HOHMAN

versus

THELMA R. WHITACRE, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,643 Equity

Ordered, this 23rd day of May, 1962, That the sale of the property in these proceedings mentioned made and reported by Eleanor A. Crawford, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of June next.

The report states that the amount of sale was $ 17,100.00

George T. Cromwell Clerk.

True Copy,

TEST: George T. Cromwell Clerk.

Eleanor A. Crawford, Atty.

(Final Order)

Evening Capital (for May 25 edition)

BARBARA E. HOHMAN

versus

THELMA R. WHITACRE, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of July, 1962 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett

JUDGE.

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1962 JUL -9 PM 3:03

57

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 60

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,643 Equity
BARBARA E. HOHMAN
VERSUS
THELMA R. WHITACRE, et al

Ordered, this 23rd day of May, 1962, That the sale of the property in these proceedings mentioned made and reported by Eleanor A. Crawford, Trustee BE RATIFIED AND CONFIRMED, uness cause to the contrary thereof be shown on or before the 26th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of June next.

The report states that the amount of sale was $17,100.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Ju-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 9, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,643

Thelma R. Whitacre

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of June, 1962. The first insertion being made the 25th day of May, 1962

THE CAPITAL-GAZETTE PRESS, INC.

1962 JUL -9

By Hazel Tilghman

No. E. C. ----------

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BARBARA E. HOHMAN, BOOK 146 PAGE 61 IN THE

Complainant

: CIRCUIT COURT

vs.

: FOR

THELMA R. WHITACRE, et al.

Respondents : ANNE ARUNDEL COUNTY

: No. 14,643 EQUITY

. . . . . .

PETITION TO AMEND DECREE TO CORRECT ACCIDENTAL OMISSION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Eleanor A. Crawford, Solicitor for

Comes now/Barbara E. Hohman, Administratrix of the Estate of Albert O. Schriner, [illegible] and respectfully represents unto the Court as follows:

First: That on or about the 13th day of October, 1961, this Petitioner filed a Petition in the above entitled cause in the Circuit Court for Anne Arundel County, In Equity, praying that the Court assume jurisdiction of the Estate of Albert O. Schriner, Deceased, and direct the sale of certain fee simple property located in Anne Arundel County, Maryland, for payment of funeral expenses, other bills, inheritance taxes and costs of administration as remain unsatisfied after a proper application of the personalty to the payment of same, and, thereafter, distribute and divide, under the direction of this Court, the moneys then remaining in the Trustee's hands toand among the parties in this proceeding according to their respective interest and rights therein.

Second: That an Order of Publication was duly published in accord with the Order of this Court dated October 16, 1961, giving notice to the respective parties of said proceeding and that thereafter Decrees Pro Confesso were taken and testimony was taken before the Master and a Decree was prepared for the sale of said property which was duly signed by this Court on April 21, 1962, but that through inadvertence the Decree did not include an assumption of the Equity Court of the jurisdiction of the Estate of Albert O. Schriner nor a direction to distribute the moneys remaining in the Trustee's hands after the deduction of the cost of this proceeding, commissions, fees and outstanding claims to and among the parties to thie proceeding according to their respective interest and rights therein.

WHEREFORE, this Petitioner prays that the Court may pass an Order

amending the Decree of this Court dated April 21, 1962, to include the above set forth omission.

AND AS IN DUTY BOUND, etc.

Eleanor A. Crawford

Eleanor A. Crawford, Solicitor for
Barbara E. Hohman,
Administratrix of the Estate of Albert O. Schriner, Deceased.

STATE OF MARYLAND,
ss:
COUNTY OF ANNE ARUNDEL,

I HEREBY CERTIFY, that on this 18th day of July, 1962, before me, the subscriber, a Notary Public, in and for the State and County of Anne Arundel, aforesaid, personally appeared Eleanor A. Crawford, Solicitor for Barbara E. Hohman, Administratrix of the Estate of Albert O. Schriner, Deceased, and she made oath in due form of law that the matters and facts set forth in the aforegoing Petition to Amend Decree to Correct Accidental Omission are true and correct as therein stated to the best of her information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Ernest J. Chaffon

Notary Public.

ERNEST J. CHAFFON ★ Anne Arundel Co., Md. ★ NOTARY PUBLIC

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BOOK 146 PAGE 63

BARBARA E. HOHMAN, Complainant	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
THELMA R. WHITACRE, et al. Respondents.	:	ANNE ARUNDEL COUNTY
	:	No. 14,643 EQUITY

. . . . . .

ORDER

Upon consideration of the aforegoing Petition and the Affidavit thereto, IT IS this 20th day of July, 1962, hereby ORDERED that the Decree of this Court dated April 21, 1962, be and it hereby is amended as follows:

That this Court does hereby assume jurisdiction of the further Administration and Distribution of the Estate of Albert O. Schriner, late of Anne Arundel County, State of Maryland, Deceased, and, further, that the Trustee shall distribute and divide under the direction of this Court the moneys remaining in her hands, after the deduction of the costs of this proceeding, commissions, fees and outstanding claims as this Court may allow, to and among the parties to this proceeding according to their respective interest and rights therein, and that this matter shall be referred to the Auditor to state his account and file same in these proceedings.

Edgar Sachse
JUDGE

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BARBARA E. HOHMAN	.	IN THE
Complainant	.	CIRCUIT COURT
vs.	.	FOR
THELMA R. WHITACRE, et al	.	ANNE ARUNDEL COUNTY
Respondents	.	NO. 14,643 EQUITY

AFFIDAVIT BY PURCHASERS

STATE OF MARYLAND, County of Anne Arundel, to wit:

I HEREBY CERTIFY, That on this 6th day of July in the year one thousand nine hundred and sixty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared LEVIN J. INSLEY and WILDA O. INSLEY, his wife, the Purchasers of Lot 69, Plat of Indian Village, Anne Arundel County, Maryland, and named in the contract filed in these proceedings, and they made oath in due form of law:

1. That they are acting as principals and are not acting as agents for anyone.

2. That no other party or parties are interested in the purchase of this property as principals.

3. That they have not directly or indirectly discouraged any one from bidding for the said property.

Levin J. Insley
LEVIN J. INSLEY

Wilda O. Insley
WILDA O. INSLEY

AS WITNESS my hand and Notarial seal.

Pauline M. Bonsall
Notary Public

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1962 JUL 25 PM 3:51

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In the Case of

BARBARA E. HOHMAN, ADMINISTRATRIX OF THE ESTATE OF ALBERT O. SCHRINER, Deceased

VS.

THELMA R. WHITACRE, etal

In the

Circuit Court

For

Anne Arundel County

No. 14,643 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

All of which is respectfully submitted.

August 20, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 5 day of September, 1962, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clerk

Per: , deputy

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Dr. Barbara E. Hohman, Administratrix etal vs Thelma R. Whitacre, etal

In Acct. with Eleanor A. Crawford, Trustee

					Cr.	
	By	Cash in home	61	00		
	By	Cash in Provident Savings Bank	601	71		
	By	Social Security benefits -1 month	42	00		
	By	Social Security death benefits	126	00		
	By	Civil Service Annuity	2	13		
	By	Proceeds of Sale of personal property as per Report of Sale filed	226	50		
	By	Amount of Sale of Real Estate as per Trustee's Report of Sale filed	17,100	00		
					18,159	34
	To	Trustee, for fee, in lieu of commissions, as per Order of Court, 7/20/62, viz.	1,700	00		
					1,700	00
	To	Trustee, for commissions, due to Barbara E. Hohman, Administratrix of the Estate of Albert O. Schriner, deceased 10% of $1,059.34	105	93		
		less 1% State Tax on Commissions	10	59		
					95	34
	To	Trustee, for expenses of Administration of Estate of Albert O. Schriner, in Orphans Court of Anne Arundel County, viz.				
		Register of Wills				
		Court costs	37	50		
		State tax on commissions	10	59		
		Globe Indemnity Company - bond	25	00		
		Capital-Gazette Press, Inc., notice				

		to creditors	20	00		
		Nan E. Hatch - travel expenses in re taking of oath	10	00		
		Singleton Funeral Home - funeral expenses as per Order of Court 9/7/61	903	00		
		For purchase of tombstone, as per Order of Court, 9/7/61	350	00		
		Baltimore Gas & Electric Co.-claim	7	24		
					1,363	33
	To	Trustee, for court costs, viz.				
		Plaintiff's Solicitor, appearance fee	10	00		
		Clerk, court costs	93	45		
		John G. Rouse, Jr., Examiner's fee	10	00		
		Conchita Tuers, stenographer	18	00		
		Auditor, this account	67	50		
					198	95
	To	Trustee, for disbursements, viz.				
		Capital-Gazette Press, Inc.				
		Order of Publication	129	52		
		Order of Nisi - sale	15	00		
		Globe Indemnity Company - bond	80	00		
		William N. Baldwin & Edward N. C. Bradley, appraisal & testimony	60	00		
		Adjustment, 1962 real estate taxes	77	00		
		⅓ Federal & State Revenue stamps	28	88		
					390	40

This Balance for distribution	14,411 32		
Distributed to heirs at law of Albert O. Schriner, who died intestate, 8/2/61, viz.			
(1) To Eleanor A. Crawford & Clinton Eckard. Trustees named in Trust Agreement, 8/16/61 for Barbara E. Hohman-sister-one half	7,205 66		
Less 7½% Collateral inheritance tax	540 42		
		6,665	24
(2) To Children of Mattie Stocksdale, sister, who pre deceased Albert O. Schriner, viz.			
(a) To Hazel E. Jarvis			
one sixth	2,401 88		
Less 7½% collateral inheritance tax	180 14		
		2,221	74
(b) To Thelma R. Whitacre			
One sixth	2,401 89		
Less 7½% collateral inheritance tax	180 14		
		2,221	75
(c) To Floyd Stocksdale			
One sixth	2,401 89		
Less 7½% collateral inheritance tax	180 14		
		2,221	75
To Register of Wills, Anne Arundel County			
Total collateral inheritance tax	1,080 84		
		1,080	84
		18,159	34

BOOK 146 PAGE 69

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
LEONARD J. CARTER and	*	FOR
LILLIAN C. CARTER, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 15,399 EQUITY

****

Mr. Clerk:

Please Docket this case, file the original Mortgage, Statement of Mortgage Debt and Military Affidavit.

Samuel M. Ivrey, Attorney named in the Mortgage

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1963 JAN 25 AM 10:12

BOOK 146 PAGE 70
LIBER 1242 PAGE 553

Form No. 1—County Fee

This Mortgage, made this 9th day of October ,

in the year one thousand nine hundred and fifty eight , between

LEONARD J. CARTER and LILLIAN C. CARTER, his wife, of

Anne Arundel County , in the State of Maryland, Mortgagor (s), and

Annapolis Federal Savings and Loan Association (formerly Enterprise Federal Savings and Loan Association of Annapolis) a body corporate, duly incorporated, Mortgagee.

Whereas the said Annapolis Federal Savings and Loan Association, has this day loaned to LEONARD J. CARTER and LILLIAN C. CARTER, his wife,

the sum of Nine Thousand and 00/100 ($9,000.00) - - - - - - - - - - - - - - - dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 5½% per annum, in the manner following:

By the payment of Seventy Three and 54/100 ($73.54) - - - - - - - - - - - - - - - dollars plus one-twelfth of the annual taxes, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

This loan may be prepaid in whole or in part at any time, except that the association may charge ninety days' advance interest on that part of a prepayment in any one year which exceeds twenty percent of the original amount of the loan.

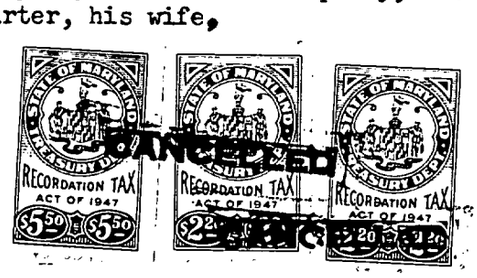
The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said LEONARD J. CARTER and LILLIAN C. CARTER, his wife,

do(th) grant, convey and assign unto said Annapolis Federal Savings and Loan Association, its successors and assigns, all those lots , piece s , or parcels of ground situate,

lying and being in the Third election district of Anne Arundel County, State of Maryland, and described as follows: Being Lots 25 and 26 on the Plat of Cypress Gardens, recorded among the Plat Records of Anne Arundel County in Plat Book 17, folio 15. Saving and excepting so much thereof as was conveyed by Leonard J. Carter and wife--First by deed to George B. Scherf and wife dated August 20, 1952, and recorded among the Land Records of Anne Arundel County in Liber JHH 702, folio 436. Second--by deed to George B. Scherf and wife dated February 28, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1012, folio 51.

BEING part of the land which by deed dated May 15, 1946, and recorded among the Land Records of Anne Arundel County in Liber JHH 362, folio 33, was conveyed by Charles L. Pumphrey and Edna G. Pumphrey, his wife, et al, to Leonard J. Carter and Lillian C. Carter, his wife,



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1963 JAN 25 AM 10:13

The mortgagor agrees to pay a late charge not to exceed 4% of any installment which is not paid within 30 days of the due date thereof to cover the extra expense involved in handling delinquent payments.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever., SUBJECT, however, to Restrictions JHH 197, folio 63.

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) LEONARD J. CARTER and LILLIAN C. CARTER, his wife, for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Annapolis Federal Savings and Loan Association, as follows:

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

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

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

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of ....5½% per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

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

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

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

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

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

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

WITNESS the Hand(s) and Seal(s) of the said Mortgagor(s).

WITNESS:

Samuel M. Ivrey

Samuel M. Ivrey; as to both

Leonard J. Carter (SEAL)
Leonard J. Carter

.....(SEAL)

Lillian C. Carter (SEAL)
Lillian C. Carter

.....(SEAL)

LIBER 1242 PAGE 556

BOOK 146 PAGE 73

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 9th day of October in the year one thousand nine hundred and fifty eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared LEONARD J. CARTER and LILLIAN C. CARTER, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared R. GARDINER CHANEY, President of Annapolis Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

My commission expires on May 4, 1959

Samuel M. Ivrey

Samuel M. Ivrey Notary Public.

10 00

Rec'd for record Oct. 11, 1958 at 10:21 AM

Mailed to Samuel M. Ivrey

Mortgage

FROM

LEONARD J. CARTER and

LILLIAN C. CARTER, his wife

TO

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

Lots 25 and 26, Cypress Gardens, Property 3rd. Dist. Anne Arundel County, Maryland

Received for record 553

19 at o'clock M.

Same day recorded in Liber

No. folio &c. of the Land Records of Anne Arundel County and examined per Clerk.

Cost of Record $ 10.00

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

Property:

Description approved

Execution approved

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF LEONARD J. CARTER AND LILLIAN C. CARTER, HIS WIFE	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. EQUITY

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

STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE CLAIM OF ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, UNDER MORTGAGE TO THE SAID ASSOCIATION FROM LEONARD J. CARTER AND LILLIAN C. CARTER, HIS WIFE, SAID MORTGAGE DATED OCTOBER 9, 1958, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER GTC 1242, FOLIO 553; SAID MORTGAGE BEING IN DEFAULT.

BALANCE DUE ON PRINCIPAL TO JANUARY 31, 1963	$7,509.19
INTEREST TO FEBRUARY 26, 1963	29.64
	$7,538.83

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 R. GARDINER CHANEY, PRESIDENT OF THE ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, AND MADE OATH IN DUE FORM OF LAW THAT THE AFOREGOING IS A TRUE STATEMENT OF THE AMOUNT REMAINING DUE ON ITS MORTGAGE CLAIM DESCRIBED HEREIN, AND THAT IT HAS NOT RECEIVED ANY SECURITY OF ANY SATISFACTION THEREFORE, OTHER THAN THE DEED OF MORTGAGE IN SAID STATEMENT MENTIONED.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Samuel M. Ivrey

SAMUEL M. IVREY, NOTARY PUBLIC

MY COMMISSION EXPIRES:

MAY 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1963 JAN 25 AM 10:13

6

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

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
LEONARD J. CARTER AND	*	FOR
LILLIAN C. CARTER, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 15,399 EQUITY

* *

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of the Sate of Maryland, in and for the County aforesaid, personally appeared Samuel M. Ivrey, Secretary of the Annapolis Federal Savings and Loan Association, and made oath in due form of Law that he knows the defendants herein, and that to the best of his knowledge, information and belief

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

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

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

(4) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1950 as amended.

Samuel M. Ivrey

SAMUEL M. IVREY, AFFIANT

SWORN TO AND SUBSCRIBED
before me this 24th day
of January , 1963.

Barbara S. Santos

Barbara S. Santos , Notary Public

My Commission Expires:

May 6, 1963

NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1963 JAN 25 AM 10:13

7

LIBER 11 PAGE 569 No. 15,399 Equity

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

BOOK 146 PAGE 76

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

Bond No. 412635 Equity #15,399

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey, 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 Two Hundred Dollars ($200.00), 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 26th day of February, 1963.

WHEREAS by virtue of a power of sale contained in a Mortgage from Leonard J. Carter and Lillian C. Carter, bearing date on or about October 9, 1958, the said Samuel M. Ivrey was authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or of the interest thereon in whole or in part; and whereas default was made in the payment of the interest and principal aforesaid; and the said Samuel M. Ivrey has executed said power and made sale of the property described as aforesaid in said Mortgage.

AND WHEREAS the proceeds therefrom exceeded the penalty of the original bond filed in these proceedings, thereby making requisite this additional bond.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH; that if the above bounden, Samuel M. Ivrey, does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such Mortgaged property or the proceeds thereof, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Bond approved this 26th day of February, 1963

Louis N. Phipps, Clerk

Samuel M. Ivrey (SEAL) PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

Ethel M. Carle

By John H. Hopkins IV Attorney-in-fact

FILED

8

ROBERT H. CAMPBELL - - - - Auctioneer

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

CYPRESS GARDENS, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, STATE OF MARYLAND

Under and by virtue of the power of sale contained in the mortgage from Leonard J. Carter and Lillian C. Carter, his wife, said mortgage dated October 9, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1242, folio 553, the undersigned, as Attorney named in the mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland on

TUESDAY, FEBRUARY 26, 1963

AT 11:00 A.M.

All those lots of ground situate in the Third Election District of Anne Arundel County, State of Maryland, and described as follows: Being Lots 25 and 26 on the Plat of Cypress Gardens, recorded among the Plat Records of Anne Arundel County in Plat Book 17 folio 15. Saving and excepting so much thereof as was conveyed by Leonard J. Carter and wife — First by deed to George B. Scherf and wife dated August 20, 1952, and recorded among the Land Records of Anne Arundel County in Liber JHH 702, folio 436. Second by deed to George B. Scherf and wife dated February 28, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1012, folio 51.

Being part of the land which by deed dated May 15, 1946, and recorded among the Land Records of Anne Arundel County in Liber JHH 362, folio 33, was conveyed by Charles L. Pumphrey and Edna G. Pumphrey, his wife, et al, to Leonard J. Carter and Lillian C. Carter, his wife.

The said property being improved by a two story wood and shingle house with asbestos shingle roof, eight rooms, bath, basement, oil forced hot air heat, fireplace and detached garage

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 the 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 all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY, Attorney
Named In The Mortgage
144 Duke of Gloucester Street
Annapolis, Maryland

1963 FEB 26 PM

BOOK 146 PAGE 77

Eq 15399

AGREEMENT
AND
AFFIDAVIT BY PURCHASER

No. 15399

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

I HEREBY CERTIFY, THAT ON THIS 26th DAY OF FEBRUARY, 1963, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED DENNIS W. FRY AND ROBERT MINTZ

WHO FIRST BEING DULY SWORN, MADE OATH IN DUE FORM OF LAW AS FOLLOWS:

1. THAT HE/THEY/IT PURCHASED THE PROPERTY DESCRIBED ON THE REVERSE SIDE HEREOF, AT AND FOR THE SUM OF $8,200.00, A DEPOSIT OF $820.00, MADE AT THE TIME AND PLACE OF SALE, AND AGREE TO COMPLY WITH THE TERMS OF SALE AS SET FORTH IN THE ADVERTISEMENT OF SALE AND HANDBILL.

2. THAT THEY ARE ~~AN AGENT~~ ACTING FOR THEMSELVES.

3. THAT THERE ARE NO OTHER PERSONS WHO ARE INTERESTED AS PRINCIPALS.

4. THAT THE PURCHASER HAS NOT DIRECTLY OR INDIRECTLY DISCOURAGED ANYONE FROM BIDDING FOR THE SAID PROPERTY.

WITNESS:

Samuel M. Ivrey
SAMUEL M. IVREY

Dennis W. Fry (SEAL)
DENNIS W. FRY

Robert S. Mintz (SEAL)
ROBERT S. MINTZ

Robert H. Campbell
ROBERT H. CAMPBELL, AUCTIONEER

Samuel M. Ivrey
SAMUEL M. IVREY, NOTARY PUBLIC

FILED
1963 FEB 26 PM 1:45

BOOK 146 PAGE 79

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
LEONARD J. CARTER AND	*	FOR
LILLIAN C. CARTER, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. 15,399 EQUITY

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

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE REPORT OF SAMUEL M. IVREY, ATTORNEY, FILED IN THESE PROCEEDINGS AUTHORIZED TO MAKE SALE OF THE PROPERTY THEREIN MENTIONED IN THE EVENT OF DEFAULT THEREUNDER RESPECTFULLY SHOWS:

THAT THE SAID MORTGAGE, BEING IN DEFAULT, HAVING GIVEN BOND WITH SURETY WHICH WAS DULY APPROVED AND HAVING GIVEN 20 DAYS NOTICE OF TIME, PLACE, MANNER AND TERMS OF SALE BY ADVERTISEMENT IN THE "MARYLAND GAZETTE", A NEWSPAPER PRINTED AND PUBLISHED IN ANNE ARUNDEL COUNTY, HE DID, PURSUANT TO SAID NOTICE OF SALE, ATTEND IN PERSON AT THE COURTHOUSE DOOR, IN THE CITY OF ANNAPOLIS, MARYLAND, ON TUESDAY, FEBRUARY 26, 1963 AT 11:00 O'CLOCK, A.M., THE TIME, AND PLACE MENTIONED IN SAID ADVERTISEMENT AND THEN AND THERE IN THE PRESENCE OF A NUMBER OF PERSONS, DID PROCEED TO SELL AT PUBLIC SALE THE PROPERTY MENTIONED IN SAID MORTGAGE, TO WIT:

ALL THOSE LOTS OF GROUND SITUATE IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNT , STATE OF MARYLAND, AND DESCRIBED AS FOLLOWS: BEING LOTS 25 AND 26 ON THE PLAT OF CYPRESS GARDENS, RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK 17 FOLIO 15. SAVING AND EXCEPTING SO MUCH THEREOF AS WAS CONVEYED BY LEONARD J. CARTER AND WIFE - FIRST BY DEED TO GEORGE B. SCHERF AND WIFE DATED AUGUST 20, 1952, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER JHH 702, FOLIO 436. SECOND BY DEED TO GEORGE B. SCHERF AND WIFE DATED FEBRUARY 28, 1956, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER GTC 1012, FOLIO 51.

BEING PART OF THE LAND WHICH BY DEED DATED MAY 15, 1946, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER JHH 362, FOLIO 33, WAS CONVEYED BY CHARLES L. PUMPHREY AND EDNA G. PUMPHREY, HIS WIFE, ET AL, TO LEONARD J. CARTER AND LILLIAN C. CARTER, HIS WIFE.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

SAID PROPERTY BEING SOLD TO DENNIS W. FRY AND ROBERT MINTZ, AS JOINT TENANTS, AT AND FOR THE SUM OF $8,200.00, THEY BEING AT THAT PRICE THEN AND THERE, THE HIGHEST BIDDERS THEREFOR.

THE SAID PURCHASERS HAVE AGREED TO COMPLY WITH THE TERMS OF SALE. THE AGREEMENT OF THE PURCHASERS, CERTIFICATE OF THE AUCTIONEER AND REPORT OF SALE ARE FILED HEREWITH, ALL OF WHICH IS RESPECTFULLY SUBMITTED.

AND AS IN DUTY BOUND, ETC.

Samuel M. Ivrey, atty.

SAMUEL M. IVREY, ATTORNEY
NAMED IN THE MORTGAGE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 26TH DAY OF FEBRUARY, 1963, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE OF MARYLAND, IN AND FOR THE COUNTY AFORESAID, PERSONALLY APPEARED SAMUEL M. IVREY, ATTORNEY NAMED IN THE MORTGAGE, AND MADE OATH IN DUE FORM OF LAW THAT THE MATTERS AND FACTS STATED IN THE AFOREGOING REPORT OF SALE ARE TRUE, AS THEREIN SET FORTH, AND THAT THE SALE WAS FAIRLY MADE.

AS WITNESS MY HAND AND SEAL NOTARIAL.

BARBARA S. SANTOS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Barbara S. Santos

BARBARA S. SANTOS, NOTARY PUBLIC

MY COMMISSION EXPIRES:

MAY 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

12

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF LEONARD J. CARTER AND LILLIAN C. CARTER, HIS WIFE

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,399 Equity

BOOK 146 PAGE 81

Ordered, this 26th day of February, 1963, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 8,200.00

Edward M. Phipps Clerk.

True Copy,

TEST: Clerk.

SAMUEL M. IVREY, ATTY.
(Final Order)

FOR: MARYLAND GAZETTE Feb. 28th Edition

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF LEONARD J. CARTER AND LILLIAN C. CARTER, HIS WIFE

versus

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 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 APR -2 AM 11:05

13

LIBER 11 PAGE 568

GLOBE INDEMNITY COMPANY

A New York Corporation — New York, N. Y.

BOOK 146 PAGE 82

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

Bond No. 412635

Equity #15,399

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eight Thousand Dollars ($8,000.00) current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 25th day of February 19 63 .

WHEREAS BY VIRTUE OF A POWER OF SALE contained in a Mortgage from Leonard J. Carter and Lillian C. Carter - - - - - bearing date on or about the 9th day of October , 19 58, the said Samuel M. Ivrey - - - - - - is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey - - - is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

Samuel M. Ivrey (SEAL)
PRINCIPAL

WITNESS:
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate
By John H. Hopkins, IV, Attorney-in-fact
SURETY

Bond approved this 26th day of February, 1963
Louis N. Phipps, Clerk

1963 FEB 26 PM 1:16

14

Attorney's Sale

- of valuable - Improved Real Estate

CYPRESS GARDENS
THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Under and by virtue of the power of sale contained in the mortgage from Leonard J. Carter and Lillian C. Carter, his wife, said mortgage dated October 9, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1242, folio 553, the undersigned, as Attorney named in the mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland on

Tues., Feb. 26, 1963
At 11:00 A.M.

All those lots of ground situate in the Third Election District of Anne Arundel County, State of Maryland, and described as follows: Being Lots 25 and 26 on the Plat of Cypress Gardens, recorded among the Plat Records of Anne Arundel County in Plat Book 17, folio 15. Saving and excepting so much thereof as was conveyed by Leonard J. Carter and wife — First by deed to George B. Scherf and wife dated August 20, 1952, and recorded among the Land Records of Anne Arundel County in Liber JHH 702, folio 436. Second by deed to George B. Scherf and wife dated February 28, 1956, and recorded among the land Records of Anne Arundel County in Liber GTC 1012, folio 51.

Being part of the land which by deed dated May 15, 1946, and recorded among the Land Records of Anne Arundel County in Liber JHH 362, folio 33, was conveyed by Charles L. Pumphrey and Edna G. Pumphrey, his wife, et al, to Leonard J. Carter and Lillian C. Carter, his wife.

The said property being improved by a two story wood and shingle house with asbestos shingle roof, eight rooms, bath, basement, oil forced hot air heat, fireplace and detached garage.

TERMS OF SALE: A deposit of ten per cent (10 per cent) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the 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 all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY, Attorney
named in the mortgage
144 Duke of Gloucester Street
Annapolis, Maryland
Robert H. Campbell,
Auctioneer

F-21

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 83

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 25, 1963

We hereby certify, that the annexed

Attorney's Sale

15,399

Leonard J. Carter

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 February, 1963. The first insertion being made the 31st day of January, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED 1963 FEB 27 PM 4:06

By H. Tilghman

15

BOOK 146 PAGE 84

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 25, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,399

Leonard J. Carter

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. Tilghsman

FILED
1963 MAR 26 PM 3:00

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,399 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF LEONARD J. CARTER AND LILLIAN C. CARTER, HIS WIFE

Ordered, this 26th day of February, 1963, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $8,200.00.

LOUIS N. PHIPPS,
Clerk

True Copy, TEST:
LOUIS N. PHIPPS
Clerk

m-21

No. M. G. 34702

16

BOOK 146 PAGE 85

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

LEONARD J. CARTER and LILLIAN C. CARTER, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,399 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 APR -9 PM 12:12

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: E. Tolbert, deputy

FILED
1963 APR 25 PM 2:22

17

BOOK 146 PAGE 86

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF LEONARD J. CARTER and LILLIAN C. CARTER, his wife

In Acct. with SAMUEL M. IVREY, Attorney named in Mortgage

					Cr.	
1963						
Feb.	26	Proceeds of Sale	8,200	00		
		Interest on deferred balance of $7,380.00				
		from 2/26/63 to 4/4/63	49	20	8,249	20
					8,249	20
		To Attorney for fee, viz:	35	00		
		To Attorney for Commissions, viz:	277	48	312	48
		To Attorney for Court Costs, viz:				
		Plaintiffs Solicitor's appearance fee	10	00		
		Clerk of Court - Court costs	31	50		
		Auditor - stating this account	22	50	64	00
		To Attorney for Expenses, viz:				
		Capital Gazette Press - advertising sale	73	52		
		Capital Gazette Press - order nisi, sale	15	00		
		Speer Publications, Inc. - handbills	17	00		
		Globe Indemnity Co. - Bond premium	32	80		
		Robert H. Campbell - auctioneer fee	45	00		
		One-half cost documentary stamps	14	03		
		1962 State & County taxes	144	87		
		1963 State & County taxes adj.1/1/63 to 2/26/63 (142.06)	22	24		
		Barbara S. Santos - notary fee		50	364	96
		To Annapolis Federal Savings & Loan Assn.				
		this balance on account of claim filed	7,507	76	7,507	76
					8,249	20

Amount of Mortgage claim filed	7,538	83	
Interest on principal balance of $7,509.19			
from 2/26/63 to 4/24/63-57 days @ 5½%	64	43	
	7,603	26	
Credit - amount allowed above	7,507	76	
Balance subject to decree in personam	95	50	

HENRY WILLIAM ROZELLE
Also known as Henry William Rozell
105-12 Van Wyck Expressway
Richmond Hill 39, New York

and

ETHEL TERECK
904 Jena Court
Lake View Long Island, New York

and

MABEL IRENE VERDOLIVA
155-26 144th Avenue
Jamaica 32, New York

and

RICHARD EDWARD ROZELLE
Also known as Richard Edward Rozell
732 Chester Road
Sayville, Long Island, New York

Plaintiffs

vs

GEORGE ALBERT SMITTE and
JOAN SMITTE, his wife,
5 Stockton Street
Brentwood Long Island, New York

and

EDITH MABEL GENOVAL and
EMIL GENOVAL, her husband,
171-01 South Woodruff
Bellflower, California

and

AILEEN FLORIO and
WILLIAM FLORIO, her husband,
316 North Corona Avenue
Valley Stream, Long Island, New York

and

RICHARD EDWARD VERDOLIVA, Infant,
By his mother and next of friend,
Mabel Irene Verdoliva,
155-26 144th Avenue
Jamaica 32, New York

and

DANIEL JOSEPH ROZELLE, Infant,
Also known as Daniel Joseph Rozell
by his father and next of friend,
Richard Edward Rozelle
732 Chester Road
Sayville, Long Island, New York

and

NO. 14993 EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

FILED

1962 MAY 10 PM 3:15

BOOK 146 PAGE 88

ALMA ELEANOR KOSTER and
EDWARD KOSTER, her husband,
130 Strauss Street
Selden, Long Island, New York

Defendants

BOOK 146 PAGE 89

* * * * * * * * *

BILL OF COMPLAINT

The Bill of Complaint of Henry William Rozelle, Ethel Tereck, Mabel Irene Verdoliva and Richard Edward Rozelle, by George E. Rullman, Jr., their solicitor, respectfully states:

1. That by deed dated June 19, 1916, and recorded among the Land Records of Anne Arundel County in Liber G.W. 128, Folio 261, Samuel E. Defobaugh and wife conveyed certain property now known as 100-102 President Street, Eastport, Annapolis, Maryland, and being part of Lot No. 24 as shown on a plat filed in Equity No. 1880 in the Circuit Court for Anne Arundel County to Henry Williams and Eva R. Williams, his wife, as will more fully appear by reference to a certified copy of the aforesaid deed, attached hereto, and marked "Complainants' Exhibit A" and prayed to be taken as a part hereof.

2. That Henry Williams, husband of Eva R. Williams, predeceased his wife, Eva R. Williams, who died on May 12, 1950.

3. That the said Eva R. Williams died testate leaving a Last Will and Testament dated July 16, 1948, a copy of which is filed herewith and marked "Complainants' Exhibit B".

4. That under the terms of the aforesaid Will the properties known as 100-102 President Street and other property passes under the residuary clause in the Last Will and Testament of Eva R. Williams; that under the terms of that residuary clause, Ethel Rozelle, now known as Ethel Rozelle Tereck, Mabel Rozelle, now known as Mabel Verdoliva, Richard Rozelle and Henry Rozelle were given a life estate to the income from these properties and at the death of all four, the properties are to be sold and the proceeds therefrom divided among the children of the said Ethel Rozelle Tereck, Mabel Rozelle Verdoliva, Richard Rozelle and Henry Rozelle.

5. That the name "Rozelle" is sometimes spelled "Rozell" and Henry William Rozelle, Richard Edward Rozelle and Daniel Joseph Rozelle, infant, are also known as Henry William Rozell, Richard Edward Rozell, and Daniel Joseph Rozell, infant.

6. That Ethel Tereck, age 47, is married to Anthony Phillip Tereck, age 51, however, no issue have been born of this marriage; the said Ethel Tereck, however, by a prior marriage to George Albert Smitte, now deceased, having borne the following children; Albert Smitte, age 29, whose spouse is Joan Smitte, age 24, Edith Mabel Genoval, age 28, whose spouse is Emil Genoval, age 33, Aileen Ethel Florio, age 24, whose spouse is William Florio, age 24, and Alma Eleanor Koster, age 22, whose spouse is Edward Koster

7. That Mabel Irene Verdoliva, age 42, is married to Victor Emanuel Verdoliva, age 47, and the sole issue from this marriage is Richard Edward Verdoliva, age 19, infant, who is unmarried.

8. That Henry William Rozelle, age 40, is married to Carolin J. Harvey, age 38, and no issue have been born of this marriage; that the said Carolin J. Harvey has a daughter Bonnie Jane Caroline Vaccarella by a previous marriage, but the said Bonnie Jane Caroline Vaccarella has not been adopted by the said Henry William Rozelle.

9. That Richard Edward Rozelle, age 46, is married to Thelma Orlean, age 34, and the sole issue of this marriage is Daniel Joseph Rozelle, age 15, infant, who is unmarried.

10. That all the parties hereto are non-residents living at the addresses indicated in the heading of this proceeding.

11. That part of the assets passed by the residuary clause of the Last Will and Testament of Eva R. Williams is the property known as 100-102 President Street, as is more fully shown by a certified copy of the inventory filed in the Estate of Eva R. Williams, attached hereto and marked "Complainants' Exhibit C" and prayed to be made a part hereof;

12. That since the death of the said Eva R. Williams the real estate involved in these proceedings has deteriorated to such an extent that presently the income therefrom is not sufficient to pay

the real estate taxes and the upkeep of the buildings; that in all probability the said property will be sold for taxes in the future unless some action is taken by this Honorable Court; that there are several expenses of the Estate of Eva R. Williams which have not been paid to date because of insufficiency of funds therefor; and that a sale of said property would be advantageous and to the best interest of all parties involved, both living and unborn.

13. That the Complainants, Henry W. Rozelle, Richard E. Rozelle, Ethel Tereck and Mabel I. Verdoliva by their attorney-in-fact, Frederick Posses, Esq., have entered into an agreement with Luongo and Miller, dated January 6, 1962, to purchase the aforementioned parcel of real estate at and for the sum of $15,000.00 which your petitioners are advised and therefore aver, is a fair and reasonable price for said property, and desire to exercise the agreement; a copy of said contract being filed herewith and marked "Complainants' Exhibit D" and prayed to be made a part hereof.

TO THE END, THEREFORE:

a. That a Decree may be passed for a sale of the real estate contracted to be sold.

b. That the Agreement be ratified and confirmed by this Honorable Court and a Trustee or Trustees be appointed for the purpose of consummating the same and transferring the interest of the said infants, unborn children, and other parties to the vendees.

c. That the proceeds of the sale may be brought into court and the proceeds or income thereof to inure in a like manner as directed by the original grant in the Last Will and Testament of Eva Williams to the use of the same parties who would have been entitled to the land in question, the income and proceeds therefrom, pursuant to the provisions set forth in Section 167 of Article 16 of the Annotated Code of Maryland.

d. That the Complainants may have such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS to grant unto the Complainants an Order of Publication directed to both the said adult respondents and the said infant respondents and to such other person as has

custody of the said infant respondents directing them to appear in this Honorable Court on some day therein named to answer these presents and to abide by such order and further orders and decrees as this Court may ask in this cause.

Respectfully submitted,

Henry William Rozelle
Henry William Rozelle

Ethel Tereck
Ethel Tereck

By: George E. Rullman, Jr.
George E. Rullman, Jr.,
Attorney for Complainants
140 South Street
Annapolis, Maryland
Col: 3-4433

Mabel Irene Verdoliva
Mabel Irene Verdoliva

Richard Edward Rozelle
Richard Edward Rozelle

STATE OF NEW YORK, to wit:

I hereby certify that on this 14th day of April, 1962, before me, the subscriber, a Notary Public of the State of New York, in and for the Queens aforesaid, personally appeared Henry William Rozelle, and he made oath in due form of law that the matters and facts setforth in the foregoing Bill of Complaint are true and correct to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

DANIEL MEGLIOLA
NOTARY PUBLIC, State of New York
No. 41-7684600 - Queens County
Term Expires March 30, 1963

Daniel Meglio
Notary Public

STATE OF NEW YORK, to wit:

I hereby certify that on this 14th day of April, 1962, before me, the subscriber, a Notary Public of the State of New York, in and for the Queens aforesaid, personally appeared Ethel Tereck, and she made oath in due form of law that the matters and facts setforth in the foregoing Bill of Complaint are true and correct to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

Daniel Meglio
Notary Public

DANIEL MEGLIOLA
NOTARY PUBLIC, State of New York
No. 41-7684600 - Queens County
Term Expires March 30, 1963

BOOK 146 PAGE 92

5

STATE OF NEW YORK, to wit:

I hereby certify that on this 12th day of April, 1962, before me, the subscriber, a Notary Public of the State of New York, in and for the Queens aforesaid, personally appeared Mabel Irene Verdoliva, and she made oath in due form of law that the matters and facts setforth in the foregoing Bill of Complaint are true and correct to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

Daniel Meglicka
Notary Public

DANIEL MEGLICKA
NOTARY PUBLIC, State of New York
No. 41-7884600 - Queens County
Term Expires March 30, 1963

STATE OF NEW YORK, to wit:

I hereby certify that on this 14 day of April, 1962, before me, the subscriber, a Notary Public of the State of New York, in and for the Queens aforesaid, personally appeared Richard Edward Rozelle, and he made oath in due form of law that the matters and facts setforth in the foregoing Bill of Complaint are true and correct to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Daniel Meglicka
Notary Public

DANIEL MEGLICKA
NOTARY PUBLIC, State of New York
No. 41-7884600 - Queens County
Term Expires March 30, 1963

Revenue $1.00 Stamp

This Deed, made this 19th day of June in the year 1916 by Samuel E. Definbaugh and Susan Anne Definbaugh his wife, of the first part, and Henry Williams and Eva R. Williams, his wife of the second part, as tenants by the entireties thereof all of Anne Arundel County, Maryland, Witnesseth

That for and in consideration of the sum of Two thousand dollars paid by the parties of the second part to the parties of the first part, the receipt whereof is hereby acknowledged, the parties of the first part have bargained and sold and by these presents do grant and convey unto the said Henry Williams and Eva R. Williams, his wife, parties of the second part, their heirs and assigns in fee simple forever the following tract of land situate on Spa Creek, near the Village of Eastport in the Second Election District of Anne Arundel County being a portion of a tract of land known as "The President" and being a part of said tract of land which was conveyed to The Farmers National Bank of Annapolis by James Revell, Trustee, by deed dated the 15th day of February 1899 and recorded in the Land Records of Anne Arundel County, in Silver G.W. No 12, Folio 269 and laid down on a plat of said tract of land made by E. S. Chinn, Surveyor filed in the Circuit Court for Anne Arundel County in Equity No. 1880 entitled "In the matter of the Trust Estate of John B. Wells" being lot No 24 on said plat and described as follows: Beginning for the same at a point where the Westerly

4 August 1916. E and delivered to Henry Williams

side of the twenty foot road through the said property to the water of S ha creek intersect the Northerly side of the twenty foot road through the said property at right angles to the last mentioned road and parallel with the general course of said creek above at that point, and thence running with the Westerly side of said first mentioned road North eighteen and a half degrees West four hundred and four feet to the water line of the said S ha creek thence with the said water line North sixty eight and a half degrees West eighty nine feet thence south seventy four and a half degrees West fifty feet to the line of lot No 23 on said plat thence with the Easterly line of the said last mentioned lot South eighteen and a half degrees East five hundred and sixty five feet to the Northerly line of the second above mentioned twenty foot road thence with the last mentioned road line one hundred and sixty six feet to the point of beginning containing as laid down as containing twelve acres and ninety four hundredths of an acre of land more or less excepting therefrom nevertheless that portion thereof which by deed dated the 18th day of March in the year 1907, recorded in said Land Records in Liber J.W. No. 57 Folio 27 was granted and conveyed by the parties of the first part to Phillip Arbold.

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

To Have and To Hold the above described property unto and to the proper use and benefit of the said Herman Williams and Eva R. Williams as tenants by the entireties thereof, their heirs and assigns in fee simple forever.

The property above described is the same property which was conveyed to the said Samuel E. Heflinbaugh under the name of Samuel E. Heflinbaugh.

Witness the hands and seals of the parties of the first part.

Test:

Charlotte A. Brantzell — S. E. Heflinbaugh (seal)

Susan A. Heflinbaugh (seal)

State of Maryland, Anne Arundel County SS:

I Hereby Certify That on this 19th day of June in the year 1916 before me, the subscriber, a Notary

Public of the State of Maryland in and for Anne Arundel County personally appeared the above named Samuel E. Definbaugh and Susan Anne Definbaugh. his wife and each acknowledged the foregoing deed to be their act.
Witness My Hand and Notarial Seal.

Notary Seal

Charlotte A. Branzell
Notary Public

Recorded 23 June 1916.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing.....Deed.....is truly taken and copied from Liber G. W. No. 128 folio 261 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 10th day of May A. D., 1962

Examiner's Exh. #2
Rozelle vs. Smith
#14,993 Equity
Malcolm B. Smith,
Examiner

George T. Cromwell
Clerk of the Circuit Court for Anne Arundel County

FILED
1963 JAN-7 PM 2.46

My Last Will and Testament

FILED
MAY 18 1950
REGISTER OF WILLS
FOR ANNE ARUNDEL COUNTY, MD.

This is to certify that I, the undersigned, Eva Gertrude Rozelle Williams, Being of sound mind and normal health; Do hereby Bequeath and Will, On This (16th) Sixteenth day of July in the Year [illegible] Hundred and Forty-Eight, All my Property, both, Real and Collateral, as follows, To my brother Archie Rozelle of New York State — One Hundred dollars — Cash. To Florence May Rozelle my brother's daughter — One Hundred dollars — To Elmer, and Robert, and William and James Rozelle my brother's four sons — One Hundred dollars — Each — To my Sister, Elizabeth Burnice Rozelle Johnson, of New Cumberland, Pennsylvania I Bequeath, the House and Bungalo — Known, as Number 628, Bay Ridge Ave., East Port, Md — Together with the two lots — upon which the houses are built. Together with all Income accruing from said Property — all furnishings utilities, Appliances, etc. To have and to hold for her own Individual benefit as long as she lives: My Sister E. B. Rozelle Johnson, as Named above — may not dispose of or sell any part or parcel of said property she is to keep up all Expenses, such as — Taxes, Water-Rent-Ins. and necessary repairs — paid up etc. At the death of my Sister Elizabeth, Burnice Rozelle Johnson — the Property is to Revert to her three Children whose names follow — Katteryn Mummert, of Lemoyne, Pa., Miriam Shelly of Roslyn — Phila. Pa. and Addison Johnson, Jr. of New Cumberland, Pa. To have and to hold for their assignees and Heirs for Ever! To the four Children of my (now deceased) — brother of New York, Elmer Rozelle, whose names follow — viz: — Ethel Rozelle, Mable, Rozelle, Richard, Rozelle and Henry Rozelle — I wish that All the rest of my Property be formed into an Annuity Estate And the Income divided Equally among the above named four Children of my — Deceased brother Elmer Rozelle after all Expenses are deducted for upkeep of Property — Etc — The Annuity may be paid semi, or annually as the Administrator decides — This last named Property "Estate,

Exhibit "B"

1962 MAY 10 PM 3:17

which is made into an Annuity Estate, may not be sold while the Heirs named thereto are living - When the last of these four people named above as Heirs of the Annuity Estate, have passed on - Then the property may be sold and the money given, Equally divided among their children - I hereby appoint my sister Mrs. Elizabeth Burnice Rozelle Johnson as Administratrix of this will. Any money which is in the bank, after my funeral Expenses are deducted is to go to my sister E. B. R. Johnson! I am justified in making this will, because my family are not as Capable of handling money as they should be and I am determined they shall not waste my life time's hard Sacrificial Earnings. They do not seem to "know"? the value of money. They are like foolish virgins who spend their money for that which is not "bread." and for that which satisfies not. I know them pretty well. Therefor I have been kind to them in making this will. They probably will not think so - but that does not matter in the least. I know how hard it is to accumulate and save money - and that is why I have fixed the property so they can not waste or run through with it. They will greatly benefit by these Bequests as they grow older, and they will appreciate it better. I have prayerfully and thoughtfully prepared and written this document and all the Bequests and Benifits were made by my own free will and good judgement. No person or persons had any influence over me in the writing of this will. The small fortune willed herein to my family are the result of Sacrificial labor, and Earnest Endeavor. I have gathered this small fortune together from scratch, (as if - were,) Saving, Sacrificing and gleaning after the Reapers! I have sowed good all along the way, as I came marching down the work a day years of toil and labor. I do not owe the world a thing. And By God's Goodness, the world owes me nothing: I paid all my obligations to all men, as I came down the stream of time to this present writing. I have suffered many things yet with all I have found my dearest joys and pleasures in work and the good I could do in my small way and place after all, work is like serving God with joy and gladness - It is a cure for every ill. I have learned that life is only worth while and beautiful and satisfactory to those who make good use of their time and talents by living up into life in all things. For here is is true Character Building, - In useful service, for after all - In achievement and accomplishment is the greatest happiness.

11

Thus only (E.F.B.) can we pay back to God - some of the (E.F.B.) [illegible] of the [illegible] of the one Him. In making this will, I am only paying back to God, some of the Gifts He gave me along the way; so that even in death, I am only rendering unto God [illegible] are God's, and to Cæsar, the things that are Cæsar: I have not labored [illegible] in Vain: (E.F.B.) I have also learned, among other things that, every Good and perfect Gift Cometh down from the Father of Light, In whom is no Variableness, neither Shadow of Turning! Earthly Riches are Good and profitable for the Life that now is, but, the material (E.F.B.) things are not worthy to be compared to the Spiritual Gifts of Truth and (E.F.B.) Divine Love, that makes for sincere faithful Christian Character. My message (E.F.B.) to my family is that they may learn this sublime Truth and try to understand its Potent Significance! For after all Earthly Riches profitable but little but Godliness profitable for the Life which now is, but also for the Life which is to Come. Earthly riches are Temporal and perish for the using - but Spiritual riches of Truth and Grace, are Eternal, to all who by pool upon them. And more to be desired than gold and silver that perisheth. I have Learned all these Beatific Truths, by my Experience in this work a day world! For after all, Every thing in Life Teaches us - To see and know God, from whom all blessings flow. The world is Teaming with Life, Love, and happiness and Peace, if we could only lift our sluggish hearts and minds to receive these blessings and "Hear" the Eternal Voices, that speak to Each one of us along Life's rugged way. Now and for Ever Amen! and — Amen! Witness my hand - And signature

Signed Eva Gertrude Rozelle Williams.

Witness, > Albert Berg Crawford

witness > Mabel Cristiano

State of Maryland Home Arundel Co. to wit:

I hereby certify that on this 16th day of July 1948, before me a Notary Public in and for the County [illegible] appeared Eva Gertrude Williams [illegible] above written instrument is her last will and testament and that she executed the same of her own free will [illegible] my hand and [illegible]

[illegible] Notary Public

Examiner's Exh. #3
Rozelle vs. Smith
#14,993 Equity
Malcolm B. Smith,
Examiner

12

Anne Arundel County, Ss:

On the 18" day of May, 1950 came Elizabeth Bernice Rozell Johnson and made Oath in due form of law, that she does not know of any Will or Codicil of Eva Gertrude Rozelle Williams late of said County, deceased, other than the above instrument of writing, and that she received the same from Kathryn Mummert who found it in the deceased's home among her personal effects. Testatrix died on or about the 18" day of May, 1950

Sworn to in open Court.

Test: Clarence C. Burwell
Deputy Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 23" day of January, 1956 came Albert Berg Crawford on July 30 1956 came Mabel Stinchard subscribing witnesses to the aforegoing last Will and Testament of Eva Gertrude Rozelle Williams late of said County, deceased, and made oath in due form of law, that They did see the Testatrix sign and seal this Will; that They heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was, to the best of Their apprehension, of sound and disposing mind, memory and understanding; and that They together with subscribed Their name as witnesses to this Will in her presence, at her request and in the presence of each other.

Sworn to before the subscriber

Test: Clarence C. Burwell
Register of Wills for Anne Arundel County

8,500—1-30—[illegible]

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Eva Gertrude Rozell Williams, late of said County, deceased, ~~together with the codicil thereunto attached~~, and also the evidence adduced as to its validity, orders and decrees this 31" day of July, 1956 that the same be admitted in this Court as the true and genuine last Will and Testament and Codicil of the said _____, deceased.

Judges: Owain E. Owens
Ernest A. McAllister

13

FILED

REGISTER OF WILLS

THE STATE OF MARYLAND,

To Joseph D. Lazenby
and
Eva G. Brandt

GREETING:

This Is To Authorize You Jointly to appraise the Real Estate of Eva G. Williams late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said Real Estate by you appraised in dollars and cents; and in the said inventory you are to set down in column or columns opposite to each piece of property the value thereof.

WITNESS Owain E. Owens ESQUIRE, Chief Justice of the Orphans' Court for Anne Arundel County, this 9th day of January in the year of our Lord one thousand nine hundred and fifty-one.

TEST R. Glenn Prout
Register of Wills for Anne Arundel County.

We Joseph D. Lazenby and Eva G. Brandt do swear that we will and truly, without prejudice or partiality, value and appraise the real estate of Eva G. Williams late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment.

Joseph D. Lazenby
Eva G. Brandt
Appraisers.

I Hereby Certify, That the aforegoing oath was taken and subscribed to by the said Joseph D. Lazenby and Eva G. Brandt before the undersigned, a ~~Justice of the Peace~~ Register of Wills of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this 11 day of January in the year of our Lord one thousand, nine hundred and fifty-one

Clemence C. Burwell
Justice of the Peace for Anne Arundel County.

A True and Perfect Inventory of all and singular the Real Estate of Eva G. Williams late of Anne Arundel County, deceased, appraised by the subscriber Joseph D. Lazenby and Eva G. Brandt jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraisers, and certificate hereto annexed.

FILED
1962 MAY 10 PM 3:17

14

Exhibit "C"

628 Bay Ridge Avenue	$ 7,500.00
1131 Bay Ridge Road	7,000.00
President Street away from water	6,500.00
President Street on the water	11,000.00
	$32,000.00

We, The Subscribers, Do Certify, That the foregoing is a just and true inventory and valuation of all and singular the Real Estate of the said Eva G. Williams deceased, so far as the same has come to our sight and knowledge, and as valued and appraised in dollars and cents, according to the best of our skill and judgment.

Witness Our Hands And Seals this — day of — in the year of our Lord one thousand nine hundred and

[signature] [Seal.]

[signature] [Seal.]

Appraisers.

Amount of Inventory as above - - - - - $ 32,000.00

[signature]

STATE OF MARYLAND.

Anne Arundel County, Sct:

Be It Remembered And It Is Hereby Certified, That on this 25 day of January in the year of our Lord one thousand, nine hundred and fifty one personally appeared Eugene M. Chilcoat Admr. of Eva G. Williams late of Anne Arundel County, deceased, and made oath in the presence of Almighty God that the aforegoing is a just and true and perfect Inventory of all and singular the Real Estate of the said Eva G. Williams deceased, within the State of Maryland, that has come to ---he--- knowledge, and that should ---he--- hereafter discover any other Real Estate belonging to the said deceased in said State ---he--- will return an additional Inventory thereof.

Sworn to before the Subscriber,

[signature]

Register of Wills for Anne Arundel County.

Deputy

15

STATE OF MARYLAND BOOK 146 PAGE 103

Anne Arundel County

I, GEORGE M. NUTWELL. Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament with proof and probate and Real Inventory of the Estate of Eva Gertrude Williams *late of said County deceased taken from* the originals which are filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 10" *day of* May *in the year of our Lord, nineteen hundred and ~~fifty~~* sixty-two

Register of Wills for Anne Arundel County

16

AGREEMENT

THIS AGREEMENT, made this 6th day of January, nineteen hundred and sixty-two, by and between FREDERICK POSSES, as attorney-in-fact for Henry W. Rozell, Richard E. Rozell, Ethel Tereck (neé Rozell) and Mabel I. Verdoliva (neé Rozell), under a Power of Attorney dated January 30, 1960, hereinafter described as the SELLER, and LUONGO and MILLER, hereinafter described as the PURCHASER.

WITNESSETH: That the seller agrees to sell and convey, and the purchaser agrees to purchase, all that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Eastport, City of Annapolis, State of Maryland, known and described as 100 President Street and 102 President Street, subject to the following terms and conditions:

1) That the purchaser has inspected and is familiar with the above premises and shall accept title to be conveyed hereunder without warranty of any kind as to the condition of said premises.

2) That the conveyance of title hereunder shall be subject to any and all tenancies existing now or at the time of title closing.

3) That in the event of an order approving the sale herein bargained for being required to be granted, the seller shall make, execute and deliver such instruments as are reasonably necessary for the procurement of such order, but shall not be liable for any of the costs, expenses, disbursements or fees therefor; nor shall any liability attach to or be assumed by the seller in the event that such order be denied.

4) That the purchase price hereinafter mentioned shall be subject only to the following deductions: the adjustment of taxes to date of sale and one-half of the State and Federal stamps; that the purchaser shall bear, pay and discharge any and all costs, expenses, disbursements, fees and charges of any sort or nature related to the said premises and to the proceedings in any court of competent jurisdiction required to grant approval

1962 MAY 10 PM 3:17

Exhibit "D".

17

of the within sale including the service of process of said court.

5) That the purchaser shall bear, pay and discharge one half of the State and Federal stamps tax, all of the expenses for title examination and afore-mentioned court costs.

6) That the seller agrees to pay the regular brokerage commission to GENERAL REAL ESTATE SALES & SERVICE subject to the approval of the Circuit Court for Anne Arundel County, Maryland.

7) That the deposit hereinafter provided to be made and paid by the purchaser to the seller shall not be returned if the purchaser for any reason shall refuse to accept the deed hereinafter provided to be delivered by the seller at the time of closing; but the seller shall retain said deposit in full as liquidated damages, not as a penalty, for seller's loss of market for the sale of said premises between the time of closing and the date of this agreement.

8) The seller has represented and the purchaser is aware that the said premises are subject to violations and agrees to accept title hereunder subject to any and all violations that may now or hereafter exist in respect of said premises.

This sale includes all right, title and interest, if any, of the seller in and to any land lying in the bed of any street, road or avenue opened or proposed, in front of or adjoining said premises, to the center line thereof and in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to said premises by reason of change of grade of any street; and the seller will execute and deliver to the purchaser, on closing of title, or thereafter, on demand, all proper instruments for the conveyance of such title and the assignment and collection of any such award.

And the purchaser hereby agrees to purchase said premises at the consideration of Fifteen Thousand Dollars ($15,000.00), payable as follows:

Five Hundred Dollars ($500.00) upon the signing of this contract, by check, subject to collection, the receipt whereof is hereby acknowledged, the balance of Fourteen Thousand, Five Hundred Dollars ($14,500.00) by certified check to be paid upon the day of settlement; said day of settlement to be within ninety (90) days from the date hereof, or upon an order of court of competent jurisdiction approving and granting said sale, whichever one shall occur first.

It is also understood and agreed that all payments herein provided shall be made by certified check to FREDERICK POSSES, ESQUIRE, New York, New York, as attorney and attorney-in-fact, save and excepting the aforementioned check for brokerage commission, which is to be made out to GENERAL REAL ESTATE SALES & SERVICE.

And the seller, upon receiving payment shall, at the purchaser's sole cost and expense, make, execute and deliver a good and merchantable title to the purchaser, in the form of such deed as shall be permitted and directed by the decree or order of court herein-above referred to.

And it is further understood that the stipulations aforesaid are to apply to and bind the heir, executor, administrator or assigns of the respective parties.

This instrument may not be changed, modified, or discharged orally.

WITNESS the hands and seals of the above-named parties hereto.

Frederick Posses

Frederick Posses, as attorney-in-fact for Henry W. Rozell, William E. Rozell, Ethel Terock (neé Rozell) and Mabel I. Verdoliva (neé Rozell).
Seller

Luongo and Miller

Luongo and Miller
Purchaser

Donald J. Luongo

George R. Miller Jr.

Witness, as to Frederick Posses:

Witness, as to Luongo and Miller:

FILED
JAN-7 PM 2:46

Examiner's Exh. #1
Rozelle vs. Smith
#14,993 Equity
Malcolm Knauth, Examiner

19

HENRY WILLIAM ROZELLE
Also known as Henry William Rozell
105-12 Van Wyck Expressway
Richmond Hill 39, New York

and

ETHEL TERECK
904 Jena Court
Lake View Long Island, New York

and

MABEL IRENE VERDOLIVA
155-26 144th Avenue
Jamaica 32, New York

and

RICHARD EDWARD ROZELLE
Also known as Richard Edward Rozell
732 Chester Road
Sayville, Long Island, New York

Plaintiffs

vs

GEORGE ALBERT SMITTE and
JOAN SMITTE, his wife,
5 Stockton Street
Brentwood Long Island, New York

and

EDITH MABEL GENOVAL and
EMIL GENOVAL, her husband,
171-01 South Woodruff
Bellflower, California

and

AILEEN FLORIO and
WILLIAM FLORIO, her husband,
316 North Corona Avenue
Valley Stream, Long Island, New York

and

RICHARD EDWARD VERDOLIVA, Infant,
By his mother and next of friend,
Mabel Irene Verdoliva,
155-26 144th Avenue
Jamaica 32, New York

and

DANIEL JOSEPH ROZELLE, Infant,
Also known as Daniel Joseph Rozell
By his father and next of friend,
Richard Edward Rozelle
732 Chester Road
Sayville, Long Island, New York

and

NO. 14,993 EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,993 Equity

BOOK 146 PAGE 107

FILED

1962 JUL 17 PM 3:24

ALMA ELEANOR KOSTER and *
EDWARD KOSTER, her husband,
130 Strauss Street BOOK 146 PAGE 108
Selden, Long Island, New York *

Defendants

*

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

ORDER OF PUBLICATION

The object of this proceeding, brought pursuant to Article 16, Section 167 of the Annotated Code of Maryland, is to request the appointment of a Trustee by the Circuit Court for Anne Arundel County for the purpose of having said Trustee execute a deed, conveying the hereinafter described property to Donald Luongo and George Miller, partners, doing business as Luongo and Miller, upon payment of the purchase price hereinafter mentioned.

The Bill of Complaint states, among other things, that Henry Williams and Eva R. Williams, his wife, became vested with title to certain property known as 100-102 President Street, Eastport, Annapolis, Maryland, by virtue of a Deed from Samuel E. Defobaugh and wife, dated June 19, 1916, and recorded among the Land Records of Anne Arundel County in Liber G.W. 128, Folio 261.

That Henry Williams, husband of Eva R. Williams predeceased his wife, and that Eva R. Williams died on or about May 12, 1950.

That the said Eva R. Williams died testate, leaving a Last Will and Testament dated July 16, 1948, and under the residuary clause of the aforesaid Will, the property known as 100-102 President Street, passed to Ethel Rozelle, now known as Ethel Rozelle Tereck, Mabel Rozelle, now known as Mabel Verdoliva, Richard Rozelle and Henry Rozelle, for life, and upon the death of all four the said property was to be sold and the proceeds divided among the children of the said Ethel Rozelle Tereck, Mabel Rozelle Verdoliva, Richard Rozelle and Henry Rozelle; the name Rozelle is sometimes spelled Rozell.

That Ethel Rozelle Tereck is married to Anthony Phillip Tereck and that no issue has been born of this marriage. However,

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the said Ethel Rozelle Tereck, by a prior marriage to George Albert Smitte, now deceased, bore the following children: Albert Smitte, whose wife is Joan Smitte; Edith Mabel Genoval, whose spouse is Emil Genoval; Aileen Ethel Florio, whose spouse is William Florio; and Alma Eleanor Koster whose spouse is Edward Koster.

That Mabel Irene Verdoliva is married to Victor Emanuel Verdoliva and the sole issue of this marriage is Richard Edward Verdoliva, infant, who is unmarried.

That Henry William Rozelle is married to Carolin J. Harvey and no issue has been born of this marriage. That the said Carolin J. Harvey has a daughter, Bonnie Jane Caroline Vaccarella by a previous marriage, but the said Bonnie Jane Caroline Vaccarella has not been adopted by the said Henry William Rozelle.

That Richard Edward Rozelle is married to Thelma Orlean, the sole issue of this marriage is Daniel Joseph Rozelle, infant, who is unmarried.

All parties to this suit are non-residents in the State of Maryland.

Further, that since the death of Eva R. Williams, the real estate involved in these proceedings has deteriorated to such an extent that presently the income therefrom is not sufficient to pay the real estate taxes due thereon and the upkeep of the buildings, and that in all probability the said property will be sold for taxes in the near future, unless the subject property is sold.

Further, that there are various expenses of the estate of Eva R. Williams filed in the Orphans Court of Anne Arundel County, which are unpaid because of insufficient funds in the estate.

Further, that a sale of the said property would be advantageous and in the best interest of all parties involved, both living and unborn.

Further, that the Complainants named above have entered into an agreement with Luongo and Miller to purchase the aforementioned property at and for the sum of Fifteen Thousand Dollars ($15,000.00), which is avered to be fair and reasonable price for

said property.

It is thereupon this 17th day of July, 1962, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the Complainants, Henry William Rozelle, Ethel Tereck, Mabel Irene Verdoliva and Richard Edward Rozelle, by causing a copy of this Order to be inserted in some newspaper printed and published in Anne Arundel County, once in each of four successive weeks, before the 20th day of August, 1962, give notice to said non-resident Respondents, George Albert Smitte and wife, Edith Mabel Genoval and husband, Aileen Florio and husband, Richard Edward Verdoliva, Daniel Joseph Rozelle, and Alma Eleanor koster and husband, and all persons having or claiming to have an interest in the property situate at 100-102 President Street, Eastport, Annapolis, Maryland, and presently owned by the said Henry William Rozelle, Ethel Tereck, Mabel Irene Verdoliva, Richard Edward Rozelle, George Albert Smitte and Joan Smitte, his wife, Edith Mabel Genoval and Emil Genoval, her husband, Aileen Florio and William Florio, her husband, Richard Edward Verdoliva, Daniel Joseph Rozelle, Alma Eleanor Koster and Edward Koster, her husband, and warn them to be and appear in this Court on the 21st day of September, 1962, to show cause, if any they may have, why a Decree should not be passed and entered as prayed.

George T. Cromwell

George T. Cromwell, Clerk of the Circuit Court for Anne Arundel County

BOOK 146 PAGE 110

23

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 111

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 18, 1962

We hereby certify, that the annexed

Order of Publication

to 14,993

George Albert Smith

was published in

Evening Capital

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

THE CAPITAL-GAZETTE PRESS, INC.

1962 AUG 20 [illegible]

By N. Tilghman

BOOK 146 PAGE 112

In The Circuit Court For Anne Arundel County Equity No. 14,993

HENRY WILLIAM ROZELLE
Also known as Henry William Rozell
105-12 Van Wyck Expressway
Richmonn Hill 39, New York
and
ETHEL TERECK
904 Jena Court
Lake View Long Island, New York
and
MABEL IRENE VERDOLIVA
155-26 144th Avenue
Jamaica 32, New York
and
RICHARD EDWARD ROZELLE
Also known as Richard Edward Rozell
732 Chester Road
Sayville, Long Island, New York
Plaintiffs

VS.

GEORGE ALBERT SMITTE and JOAN SMITTE, his wife,
5 Stockton Street
Brentwood Long Island, New York
and
EDITH MABEL GENOVAL and EMIL GENOVAL, her husband,
171-01 South Woodruff
Bellflower, California
and
AILEEN FLORIO and WILLIAM FLORIO, her husband
316 North Corona Avenue
Valley Stream, Long Island, New York
and
RICHARD EDWARD VERDOLIVA, Infant,
By his mother and next of friend, Mabel Irene Verdoliva,
155-26 144th Avenue
Jamaica 32, New York
and
DANIEL JOSEPH ROZELLE, Infant,
Also known as Daniel Joseph Rozell
By his father and next of friend, Richard Edward Rozelle
732 Chester Road
Sayville, Long Island, New York
and
ALMA ELEANOR KOSTER and EDWARD KOSTER, her husband,
130 Strauss Strect
Selden, Long Island, New York
Defendants

Order Of Publication

The object of this proceeding, brought pursuant to Article 16, Section 167 of the Annotated Code of Maryland, is to request the appointment of a Trustee by the Circuit Court for Anne Arundel County for the purpose of having said Trustee execute a deed conveying the hereinafter described property to Donald Luongo and George Miller, partners, doing business as Luongo and Miller, upon payment of the purchase price hereinafter mentioned.

The Bill of Complaint states, among other things, that Henry Williams and Eva R. Williams, his wife, became vested with title to certain property known as 100-102 President Street, Eastport, Annapolis, Maryland, and presently owned by the said Henry William Rozelle, Ethel Tereck, Mabel Irene Verdoliva, Richard Edward Rozelle, George Albert Smitte and Joan Smitte, his wife, Edith Mabel Genoval and Emil Genoval, her husband, Aileen Florio and William Florio, her husband, Richard Edward Verdoliva, Daniel Joseph Rozelle, Alma Eleanor Koster and Edward Koster, her husband, and warn them to be and appear in this Court on the 21st day of September, 1962, to show cause, if any they may have, why a Decree should not be passed and entered as prayed.

GEORGE T. CROMWELL Clerk of the Circuit Court for Anne Arundel County
True Copy, TEST:
GEORGE T. CROMWELL Clerk

A-9

102 President Street, Eastport, Annapolis, Maryland, by virtue of a Deed from Samuel E. Defobaugh and wife, dated June 19, 1916, and recorded among the Land Records of Anne Arundel County in Liber G.W. 128, Folio 261.

That Henry Williams, husband of Eva R. Williams predeceased his wife, and that Eva R. Williams died on or about May 12, 1950.

That the said Eva R. Williams died testate, leaving a Last Will and Testament dated July 16, 1948, and under the residuary clause of the aforesaid Will, the property known as 100-102 President Street, passed to Ethel Rozell, now known as Ethel Rozelle Tereck, Mabel Rozelle, now known as Mabel Verdoliva, Richard Rozelle and Henry Rozelle, for life, and upon the death of all four the said property was to be sold and the proceeds divided among the children of the said Ethel Rozelle Tereck, Mabel Rozelle Verdoliva, Richard Rozelle and Henry Rozelle; the name Rozelle is sometimes spelled Rozell.

That Ethel Rozelle Tereck is married to Anthony Phillip Tereck and that no issue has been born of this marriage. However, the said Ethel Rozelle Tereck, by a prior marriage to George Albert Smitte, now deceased, bore the following children: Albert Smitte, whose wife is Joan Smitte; Edith Mabel Genoval, whose spouse is Emil Genoval; Aileen Ethel Florio, whose spouse is William Florio; and Alma Eleanor Koster whose spouse is Edward Koster.

That Mabel Irene Verdoliva is married to Victor Emanuel Verdoliva and the sole issue of this marriage is Richard Edward Verdoliva, infant, who is unmarried.

That Henry William Rozelle is married to Carolin J. Harvey and no issue has been born of this marriage. That the said Carolin J. Harvey has a daughter, Bonnie Jane Caroline Vaccarella by a previous marriage, but the said Bonnie Jane Caroline Vaccarella has not been adopted by the said Henry William Rozelle.

That Richard Edward Rozelle is married to Thelma Orlean, the sole issue of this marriage is Daniel Joseph Rozelle, infant, who is unmarried.

All parties to this suit are non-residents in the State of Maryland.

Further, that since the death of Eva R. Williams, the real estate involved in these proceedings has deteriorated to such an extent that presently the income therefrom is not sufficient to pay the real estate taxes due thereon and the upkeep of the buildings, and that in all probability the said property will be sold for taxes in the near future, unless the subject property is sold.

Further, that there are various expenses of the estate of Eva R. Williams filed in the Orphans Court of Anne Arundel County, which are unpaid because of insufficient funds in the estate.

Further, that a sale of the said property would be advantageous and in the best interest of all parties involved, both living and unborn.

Further, that the Complainants named above have entered into an agreement with Luongo and Miller to purchase the aforementioned property at and for the sum of Fifteen Thousand Dollars ($15,000.00) which is avered to be fair and reasonable price for said property.

It is thereupon this 17th day of July, 1962, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the Complainants, Henry William Rozelle, Ethel Te-

HENRY WILLIAM ROZELLE, ET AL	:	IN THE
vs.	:	CIRCUIT COURT FOR
GEORGE ALBERT SMITTE, ET AL	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 14,993

. . . . . .

PETITION FOR THE APPOINTMENT
OF A GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Henry William Rozelle, Ethel Tereck, Mabel Irene Verdoliva, and Richard Edward Rozelle, the Plaintiffs in the above entitled cause, respectfully represent that a Certificate of Publication has been filed in the above entitled cause against the above mentioned non-resident defendants, and that two of said non-resident defendants, namely, Richard Edward Verdoliva and Daniel Joseph Rozelle, are infants, and cannot answer and defend this suit for themselves.

Further, by the allegations contained in the Bill of Complaint, it is evident that there is a possibility of there being unborn remaindermen who may have an interest in the subject real estate.

Your Petitioners, by their Attorney, George E. Rullman, Jr., prays Your Honors to appoint a Guardian Ad Litem, pursuant to Maryland Rules 205e and 275, to appear and answer on behalf of said infants and any parties not now in being.

AND, AS IN DUTY BOUND,

George E. Rullman Jr.
George E. Rullman, Jr.,
Solicitor for Plaintiffs

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I HEREBY CERTIFY, that on this 19th day of September, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared the

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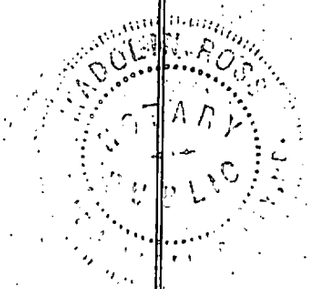
above named, George E. Rullman, Jr., Solicitor for Plaintiffs, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true, as therein stated.

WITNESS my hand and Notarial Seal.



Madolin Ross
Madolin Ross, Notary Public

My commission expires: May 6, 1963.

ORDER

ORDERED, This 19th day of September, 1962, by the Circuit Court for Anne Arundel County, sitting in Equity, the aforegoing Petition and Affidavit, that Julian R. Stevens, Jr. be and he is hereby appointed Guardian Ad Litem, to appear and answer for Richard Edward Verdoliva and Daniel Joseph Rozelle, Infants, Defendants, and any unborn remaindermen, in the above cause.

George Sachse
JUDGE

1962 SEP 10

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HENRY WILLIAM ROZELLE, ET AL	:	IN THE
	:	CIRCUIT COURT FOR
VS	:	ANNE ARUNDEL COUNTY
GEORGE ALBERT SMITTE, ET AL	:	EQUITY NO. 14,993

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

ANSWER OF INFANTS AND POSSIBLE UNBORN

REMAINDERMEN BY GUARDIAN AD LITEM

The joint and several answer of Richard Edward Rozelle and Daniel Joseph Rozelle, Infants, and any unborn remaindermen, Defendants in the above entitled cause, by Julian B. Stevens, Jr., Guardian ad litem, duly appointed by Order of this Court, to the Bill of Complaint of Henry William Rozelle, et al, against them in this Court exhibited says:

That these Defendants, being infants and any possible unborn remaindermen, cannot admit any of the matters and things in said bill alleged, and submit their rights thereunder to the protection of this Court.

And, as in duty bound, etc.

Julian B. Stevens, Jr., Attorney
140 South Street
Annapolis, Maryland
Guardian Ad Litem

THIS IS TO CERTIFY, That I have this 23rd day of October, 1962 mailed a copy of the foregoing Answer to George E. Rullman, Jr., Attorney, 140 South Street, Annapolis, Maryland.

Julian B. Stevens, Jr.

FILED OCT 23 [illegible] 2:06

27

BOOK 146 PAGE 117

HENRY WILLIAM ROZELLE, et al	:	IN THE
vs	:	CIRCUIT COURT FOR
GEORGE ALBERT SMITTE, et al	:	ANNE ARUNDEL COUNTY Equity No. 14,993

. . . . . .

SUBMISSION OF JURISDICTION

We hereby submit all our right, title, interest and estate in and to the subject real estate, to the jurisdiction of the Circuit Court for Anne Arundel County, sitting in Equity and agree to the passage of a Decree ordering the sale of said real estate; the proceeds of sale to be invested as the Court may desire and to enure to our benefit in the same manner as stipulated in the Last Will and Testament of Eva R. Williams, deceased.

Respectfully submitted,

Witness:

Aileen Florio

Sworn to Before me

This 27th day of July 1962

By Aileen Florio

William Florio

EMANUEL DUBINBAUM
Notary Public, State of New York
No. 30-6168500
Qualified in Nassau County
Commission Expires March 30, 196 ✓

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HENRY WILLIAM ROZELLE, et al	:	IN THE
vs	:	CIRCUIT COURT FOR
GEORGE ALBERT SMITTE, et al	:	ANNE ARUNDEL COUNTY Equity No. 14,993

. . . . . .

SUBMISSION OF JURISDICTION

We hereby submit all our right, title, interest and estate in and to the subject real estate, to the jurisdiction of the Circuit Court for Anne Arundel County, sitting in Equity and agree to the passage of a Decree ordering the sale of said real estate; the proceeds of sale to be invested as the Court may desire and to enure to our benefit in the same manner as stipulated in the Last Will and Testament of Eva R. Williams, deceased.

Respectfully submitted,

Witness:

Alma Eleanor Koster
Alma Eleanor Koster

Edward Koster
Edward Koster

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1962 OCT 25 AM 11:15

29

BOOK 146 PAGE 119

HENRY WILLIAM ROZELLE, et al	:	IN THE
vs	:	CIRCUIT COURT FOR
GEORGE ALBERT SMITTE, et al	:	ANNE ARUNDEL COUNTY Equity No. 14,993

. . . . . .

SUBMISSION OF JURISDICTION

We hereby submit all our right, title, interest and estate in and to the subject real estate, to the jurisdiction of the Circuit Court for Anne Arundel County, sitting in Equity and agree to the passage of a Decree ordering the sale of said real estate; the proceeds of sale to be invested as the Court may desire and to enure to our benefit in the same manner as stipulated in the Last Will and Testament of Eva R. Williams, deceased.

Respectfully submitted,

Witness:

George Albert Smitte
George Albert Smitte

Joan Smitte
Joan Smitte

STATE OF NEW YORK, COUNTY OF NASSAU- SS:

On the 16th day of August 1962, before me personally came GEORGE ALFRED SMITTE and JOAN SMITTE, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same.

Benedict P. Caravino
Notary Public

BENEDICT P. CARAVINO
NOTARY PUBLIC STATE OF NEW YORK
No. 30 [illegible]
Qualified in Nassau County
Commission Expires March 30, 1963

1962 OCT 25 P [illegible]

30

HENRY WILLIAM ROZELLE, et al * EQUITY NO. 14,993

vs * IN THE CIRCUIT COURT FOR

GEORGE ALBERT SMITTE, et al * ANNE ARUNDEL COUNTY

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

PETITION TO TAKE TESTIMONY AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Henry William Rozelle, et al, the Plaintiffs in the above cause respectfully represent:

That all the Defendants in the above mentioned cause have either answered the Bill of Complaint or duly been served by publication and they desire to take testimony in this case and pray that leave be granted them to do so before any one of the standing examiners of this Court.

George E. Rullman Jr.
George E. Rullman, Jr.,
Solicitor for Plaintiffs

ORDER OF COURT

ORDERED, this Ninth day of October, in the year 1962, by the Circuit Court for Anne Arundel County, sitting in Equity, that leave be granted to the parties in this case to take testimony, as prayed, before any one of the standing examiners of this Court.

George Sachse
Judge

FILED

1962 OCT 26 PM 4:27

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1962 OCT 26 PM 4:27

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BOOK 146 PAGE 121

HENRY WILLIAM ROZELLE etal	*	IN THE
PLAINTIFFS	*	CIRCUIT COURT
VS	*	FOR
GEORGE ALBERT SMITTE, etal	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	EQUITY # 14,993

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

TESTIMONY ON BEHALF OF THE PLAINTIFFS

November 15, 1962

Present:

George E. Rullman, Jr., Solicitor for Plaintiffs

Malcolm B. Smith, Court Examiner and Master

Conchita D. Tuers, Court Reporter

Witnesses:

Wilbur R. Dulin, pages 2 - 3

Charles F. Lee, pages 4 - 5

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Wilbur R. Dulin, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Rullman)

1. State your name and address, please?

A Wilbur R. Dulin, 150 South Street, Annapolis, Maryland.

2 What is your occupation?

A I am a lawyer and a real estate broker. And I have been a lawyer since 1935 and a real estate broker for about ten years.

3 Are you familiar with the premises known as 100-102 President Street, Annapolis, Maryland?

A I am.

4 Have you inspected the premises?

A I inspected the premises, yes sir.

5 Would you describe the premises?

A It is on Spa Creek, about 2 acres of land, two dilapidated houses on it.

6 Would you elaborate on the conditinn of the improvements?

A They need painting. Both houses need fixing up. The Health Department of Annapolis has condemned the place because there is no sanitary facilities. I think that covers it. I say, I have been trying to rent the property for the last five or six years and the highest price-- the highest rent that was paid was $35.00 a month for each house, $70.00 a month was the total for the premises in the time that it was occupied. It is now unoccupied. I appraised the property between fourteen and fifteen thousand dollars.

7 I show you a copy of the contract of sale filed in this case stating a consideration of $15,000, do you consider this to be a fair and adequate consideration for this property?

A I do, yes.

8 Do you consider this to be a fair and adequate consideration for this property in the locality in which it is located?

A Yes, I do.

(Mr. Smith)

9 Well under the circumstances, is it your opinion that it would be to the best interest of all of the interested parties that this property be sold and the proceeds held in accordance with the terms of the Last Will & Testament of Eva Williams?

A Yes, I do think it is to the best interest because you can't rent the property now and there is no income coming from the property taxes are due and no money to pay the taxes.

(AGREEMENT DATED 6th day of January 1962 FILED AS EXAMINER'S EXHIBIT #1)

A I might say in addition to that, they have never paid me a fee from collecting the rents for the last six or seven years because there is no money available.

(Mr. Smith)

10 Is this the same property described in the deed dated June 19, 1960 and recorded among the Land Records of Anne Arundel County-- 1916-- and are recorded among the Land Records of Anne Arundel County in G.W. 128 folio 261?

A Yes, that is the same property.

(DEED FILED AS EXAMINER'S EXHIBIT #2)

(LAST WILL & TESTAMENT OF EVA WILLIAMS FILED AS EXAMINER'S EXHIBIT #3)

QUESTION BY THE EXAMINER:

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

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

Answer. . . . . .

Signature [illegible]

Charles F. Lee, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Rullman)

1. Would you state your name and address, please?

A Charles F. Lee, 10 Church Circle, Annapolis.

2 What is your occupation?

A Real estate and insurance.

3 How long have you been engaged in real estate?

A Approximately twenty-five years.

4 Have you had occasion to inspect the premises known as 100-102 President Street, Annapolis, Md.?

A I have.

5 And would you describe the premises, please.

A It is approximately 2 acres of ground. The improvements consist of two dilapidated houses that are unfit for use at the present time. It is located on Spa Creek.

6 Is this the same property described in a deed marked as Examiner's Exhibit #2?

A Yes, it is.

7 Are you familiar with the real estate values in the area of this premises?

A I am.

8 I show you a copy of the Contract of Sale filed in this case, do you consider this contract to be a fair and adequate consideration for the property?

a I think it is a very fair price.

9 Do you think, that under the circumstances, a sale of this property would be to the advantage of all parties to this proceeding?

A Yes, I do.

(Mr. Smith)

10 And why do you say that?

A It does not bring in any income at the present time. And the

condition of the houses will not warrant any future income without quite an expenditure, which I understand the estate is not in a position to do.

(TRANSCRIPT OF DEPOSITIONS OF HENRY WILLIAM ROZELLE and RICHARD EDWARD ROZELLE FILED AS EXAMINER'S EXHIBIT #4)

QUESTION BY THE EXAMINER:

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

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

Answer. . . . . .

Signature Chas. F. Lee . . . .

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 7th day of December 1962

(SEAL)

Malcolm B. Smith Examiner

M. S. $25.00

C. T. $10.00 Pl. et

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Equity, No. 14,993

Henry William Rozelle, also known as Henry William Rozell
105-12 Van Wyck Expressway, Richmond Hill 39, New York

Ethel Tereck, 904 Jena Court, Lake View, Long Island, New York

Mabel Irene Verdoliva, 155-26 144th Avenue, Jamaica 32, New York

Richard Edward Rozelle, also known as Richard Edward Rozell
732 Chester Road, Sayville, Long Island, New York,

Plaintiffs,

VS

George Albert Smitte and Joan Smitte, his wife,
5 Stockton Street, Brentwood, Long Island, New York

Edith Mabel Genoval and Emil Genoval, her husband
171-01 South Woodruff, Bellflower, California

Aileen Florio and William Florio, her husband
316 North Corona Avenue, Valley Stream, Long Island, New York

Richard Edward Verdoliva, Infant, by his mother and next of friend, Mabel Irene Verdoliva, 155-26 144th Avenue, Jamaica 32, New York

Daniel Joseph Rozelle, Infant, also known as Daniel Joseph Rozell, by his father and next of friend, Richard Edward Rozelle, 732 Chester Road, Sayville, Long Island, New York

Alma Eleanor Koster and Edward Koster, her husband
130 Strauss Street, Selden Long Island, New York

Defendants.

DEPOSITIONS BEFORE TRIAL of Henry William Rozelle and Richard Edward Rozelle, two of the plaintiffs, taken in support of the Bill of Complaint herein, by and before FREDERICK POSSES, ESQ., an Attorney and Counsellor at Law, and Notary Public of the State of New York, at his offices, No. 1, Liberty Street, Borough of Manhattan, City, County and State of New York, at 10:00 o'clock in the forenoon of the 17th day of September, 1962.

APPEARANCES

FREDERICK POSSES, ESQ.
HENRY WILLIAM ROZELLE also known as Henry William Rozell
RICHARD EDWARD ROZELLE also known as Richard Edward Rozell

Examiner's Exh. #4
Rozelle vs. Smitte
#14,993 Equity
Malcolm H. Smith, Examiner

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HENRY WILLIAM ROZELLE, having first been duly sworn, was examined by and before FREDERICK POSSES, ESQ., an attorney and Counsellor at law, and a Notary Public of the State of New York, and testified as follows :

Q. What is your name?

A. Henry William Rozelle; I am also known as Henry William Rozell; and I am one of the plaintiffs in the action now pending In the Circuit Court for Anne Arundel County in Equity No. 14,993, and commenced pursuant to Article 16, Section 167 of the Annotated Code of Maryland for the appointment of a Trustee to execute a deed to Donald Luongo and George Miller conveying certain premises known as 100-102 President Street, Eastport, Annapolis, Maryland.

Q. Are you familiar with the said premises? Describe them.

A. I am; of my own knowledge I know that the said premises are run-down, produce no income sufficient to pay the expenses of maintaining them; and that the said premises in all probability will be sold for taxes, as there is no income sufficient to pay and discharge the taxes as they accrue. Nor is there any income sufficient to keep the said premises in repair so that they may be operated profitably.

Q. Are you one of the life tenants of said premises under a Will and Testament executed by Eva R. Williams on July 16, 1948? Is Eva R. Williams living?

A. I am one of four life tenants under the last will and testaments of Eva R. Williams; she is now deceased. The other life tenants are my brother Richard Edward Rozelle, also known as Richard Edward Rozell, and my sisters, Ethel Tereck and Mabel Irene Verdoliva, who also are plaintiffs in the within proceeding.

Q. Do you know the terms of the last will and testament of Eva R. Williams? Please state the substance thereof as it affects the said premises.

A. I know the terms of the last will and testament of Eva R. Williams; and this instrument provides a life estate in the said premises for myself and my brother and sisters; and we are to receive the income thereof; and upon the death of all of us, the premises are to be sold and the proceeds are to be divided amongst our children.

Q. Please state the names of the children constituting the remaindermen under the will and testament of Eva R. Williams, and set forth their respective ages.

A. I have no children; my sister Ethel Tereck's children are: Albert Smitte, age 29, married to Joan Smitte, age 24; Edith Mabel Genoval,age 28,married to Emil Genoval,age 33; Aileen Ethel Florio,age 24,married to William Florio,age 24; Alma Eleanor Koster,age 22,married to Edward Koster; and my sister Mabel Irene Verdoliva has one child, Richard Edward Verdoliva, age 19, who is unmarried; and my brother Richard Edward Rozelle has one child, Daniel Joseph Rozelle, age 15, who is unmarried.

Q. Please state whether "Rozelle" or "Rozell" is the correct spelling of your name.

A. Both spellings are used in our family; and they are both correct.

Q. Are any of the life tenants or remaindermen residents of the State of Maryland?

A. No. Their addresses as set forth in the Bill of Complaint for each of them, respectively, are correct.

Q. Are the premises 100-102 President Street part of the estate disposed of by Eva R. Williams in her last will and testament, and the subject of this proceeding?

A. Yes.

Q. How did Eva R. Williams acquire title to said premises?

A. By deed dated June 19, 1916, recorded in Land Records of Anne Arundel County, Liber G.W. 128, Folio 261, under a conveyance from Samuel E. Defoubaugh and his wife, who granted title to Eva R. Williams and her husband Henry Williams; Henry Williams predeceased Eva R. Williams who died on May 12, 1950.

Q. Would a sale of the said premises be of advantage to the life tenants and remaindermen? Why?

A. Yes. It would permit the proceeds to be used to carry out the intention of Eva R. Williams to provide a life income for the life tenants, and thereafter, upon their deaths, the proceeds would be preserved for division in accordance with the will. If there is no sale now, the property would be absolutely wasted, and there would be neither an income for the life tenants nor a corpus for the remaindermen.

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Q. Is there an agreement now for the sale of the said premises?

A. Yes, my brother, Richard Edward Rozelle, and my sisters, Ethel Tereck and Mabel Irene Verdoliva, through Frederick Posses, Esq. our attorney in fact, on January 6, 1962 entered into an agreement in writing to sell the said premises to Donald Luongo and George Miller at the price of $15,000, subject to the approval of this Court.

Q. In your opinion is the sum of $15,000 a fair and reasonable price, and do you desire to have the agreement approved by the Court and the terms thereof performed?

A. Yes, I desire that the agreement's terms be fully performed.

Q. What relief are you requesting in your Bill of Complaint?

A. I have examined the Bill of Complaint and it states that I, together with my said brother and sisters, have requested the Court to appoint a Trustee for the purpose of consummating the sale under the above agreement and transferring the interests of the infants named in the Bill, and unborn children and the other parties, to the vendees, with the approval and ratification of the Court, so that the income and proceeds from such sale would inure to the use of the same parties who would have been entitled thereto under the will and testament of Eva R. Williams; and that the plaintiffs herein should have such other relief to which we are entitled.

Henry William Rozelle
HENRY WILLIAM ROZELLE.

Sworn to Before Me this
17th day of September 1962.

FREDERICK POSSES,
Attorney and Counsellor at Law
Notary Public, State of New York
No. 52-3139700, Qualified in Suffolk County
Term Expires March 30, 1963

RICHARD EDWARD ROZELLE, having first been duly sworn, was examined by and before FREDERICK POSSES, ESQ. an attorney and Counsellor at law, and a Notary Public of the State of New York, and testified as follows :

Q. What is your name?
A. Richard Edward Rozelle; I am also known as Richard Edward Rozell; and I am one of the plaintiffs named in the action now pending In the Circuit Court for Anne Arundel County in Equity No. 14,993.

Q. You were present during the time I examined your brother, Henry William Rozelle under oath, were you not?
A. I was.

Q. Did you hear all of the questions I put to him this morning?
A. I did.

Q. Were the answers given by your brother to those questions true and correct?
A. They were.

Q. If I were to ask you the same questions, with particular reference to Eva R. Williams; her estate; her last will and testament; the source of her ownership of premises 100-102 President Street at Eastport, Annapolis, Maryland; the relationship of the plaintiffs named in the bill of complaint, and the names and ages of their children, would you make the same answers?
A. I would.

Q. If I were to ask you the same questions, with particular reference to the condition of the said premises, the necessity for sale thereof, the terms of the agreement, and the purpose of this proceeding, would you make the same answers?
R-ER
A. I would.

Q. Would the answers be true?
A. They would.

Q. Do you take the answers made by your brother, HENRY WILLIAM ROZELLE, during the examination conducted by me of him this morning, as and for your answers?
A. I do.

Q. Do you desire to add to or change your answers in respect of any of the questions made by me during the examination?
A. I do not.

Richard E Rozelle

RICHARD EDWARD ROZELLE

Sworn to Before Me this 17th
day of September, 1962

Frederick Posses

FREDERICK POSSES, Attorney and
Counsellor at Law, and Notary Public,
State of New York, No. 52-3139700
Qualified in Suffolk County
Term Expires March 30, 1963

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

I, FREDERICK POSSES, attorney and counsellor at law, and a Notary Public within and for the State and County aforesaid, duly commissioned and acting, hereby Certify that the above and foregoing depositions of HENRY WILLIAM ROZELLE and RICHARD EDWARD ROZELLE, were taken on interrogatories before me at the time and place aforesaid, and in the action mentioned in the caption or heading hereof; that the witnesses were each by me separately sworn upon oath that the testimony to be given by each of them should be the truth, the whole truth and nothing but the truth; that the statements of the said witnesses were reduced to writing, read to them and by each of them subscribed in my presence, for the purpose of being read in evidence on behalf of the plaintiffs in the above-styled cause.

IN TESTIMONY WHEREOF, I have hereunto duly set my hand and seal as such attorney and counsellor at law, and Notary Public, this 17th day of September, 1962.

Frederick Posses

Attorney and Counsellor at Law, Notary Public

My Commission Expires
March 30, 1963

Frederick Posses
Attorney and Counsellor at Law
and Notary Public, State of New York
No 52-3139700 Qualified in Suffolk County
Term Expires March 30, 1963.

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STATE OF NEW YORK
COUNTY OF } ss.:

, being duly sworn, deposes and says that he is the in the within action; that he has read the foregoing and knows the contents thereof; that the same is true to h own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters he believes it to be true.

Sworn to before me, this
day of 19 .....

STATE OF NEW YORK
COUNTY OF } ss.:

, being duly sworn, deposes and says that he is the of the corporation named in the within entitled action; that he has read the foregoing and knows the contents thereof; and that the same is true to h own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters he believes it to be true.

Deponent further says that the reason this verification is made by deponent and not by is because the said is a corporation and deponent is an officer thereof, to-wit, its

Sworn to before me, this
day of 19 .....

AFFIDAVIT OF PERSONAL SERVICE

STATE OF NEW YORK
COUNTY OF } ss.:

being duly sworn, deposes and says, that he is over the age of years. That on the day of , 19 , at No.

he served the foregoing upon the

in this action, by delivering to and leaving personally with said

a true copy thereof.

Deponent further says, that he knew the person served as aforesaid, to be the person mentioned and described in said as the therein.

Sworn to before me this
day of , 19 }

AFFIDAVIT OF SERVICE BY MAIL

STATE OF NEW YORK
COUNTY OF } ss.:

being duly sworn, deposes and says that he is the attorney for the above named herein.

That on the day of 19 he served the within upon the attorney for the above named by depositing a true copy of the same securely enclosed in a post-paid wrapper in the Post-Office—a Branch Post-Office—Station—Sub-Station—Finance Station—Letter Box—Mail Chute—Official Depository maintained and exclusively controlled by the United States at

directed to said attorney for the at No.

N. Y., that being the address within the State designated by h for that purpose upon the preceding papers in this action, or the place where h then kept an office between which places there then was and now is a regular communication by mail.

Deponent is over the age of years

Sworn to before me this
day of , 19 }

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BOOK 146 PAGE 135

Equity

Index No. 14, 993 Year 19

In the Circuit Court for Anne Arundel County

HENRY WILLIAM ROZELLE, etc. et al.

Plaintiffs,

- Vs -

GEORGE ALBERT SMITTE, et al.

Defendants.

Depositions of HENRY WILLIAM ROZELLE and RICHARD EDWARD ROZELLE, taken on interrogatories September 17, 1962

FREDERICK POSSES

Attorney for

Office and Post Office Address

NO. 1 LIBERTY STREET

BOROUGH OF MANHATTAN NEW YORK 5, N. Y.

BOWLING GREEN 9-4747

To , Esq.

Attorney for

Due and timely service of a copy of the within is hereby admitted.

Dated, 19

Attorney for

Sir :—

Please take notice that the within is a true copy of a

this day duly entered herein in the office of the Clerk of

Dated, 19

Yours, etc.,

FREDERICK POSSES

Attorney for

Office and Post Office Address

NO. 1 LIBERTY STREET

BOROUGH OF MANHATTAN NEW YORK 5, N. Y.

To , Esq.

Attorney for

Sir :—

Please take notice that the within

will be presented for settlement and signature herein to the Hon.

one of the judges of the within named Court, at

in the

on the day of

19 , at M.

Dated, 19

Yours, etc.,

FREDERICK POSSES

Attorney for

Office and Post Office Address

NO. 1 LIBERTY STREET

BOROUGH OF MANHATTAN NEW YORK 5, N. Y.

To , Esq.

Attorney for

3502—Julius Blumt Inc., Law Blank Publishers, 80 Exchange Place, at Broadway.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Equity # 14,993

Henry William Rozelle, also known as Henry William Rozell, 105- 12 Van Wyck Expressway, Richmond Hill 39, New York

Ethel Tereck, 904 Jena Court, Lake View, Long Island, New York

Mabel Irene Verdoliva, 155-26 144th Avenue, Jamaica 32, New York

Richard Edward Rozelle, also known as Richard Edward Rozell, 732 Chester Road, Sayville, Long Island, New YYork,

Plaintiffs,

VS

George Albert Smitte and Joan Smitte, his wife, 5 Stockton Street, Brentwood, Long Island, New York

Edith Mabel Genoval and Emil Genoval, her husband 171-01 South Woodruff, Bellflower, California

Aileen Florio and William Florio, her husband 316 North Corona Avenue, Valley Stream, Long Island, New York

Richard Edward Verdoliva, Infant, by his mother and next of friend, Mabel Irene Verdoliva, 155-26 144th Avenue, Jamaica 32, NY

Daniel Joseph Rozelle, Infant, also known as Daniel Joseph Rozell by his father and next of friend, Richard Edward Rozelle, 732 Chester Road, Sayville, Long Island, New York

Alma Eleanor Koster and Edward Koster, her husband 130 Strauss Street, Selden, Long Island, New York,

Defendants

DEPOSITIONS BEFORE TRIAL of Henry William Rozelle, one of the plaintiffs above-named, taken in support of the Bill of Complaint, by and before FREDERICK POSSES, ESQ. Attorney and Counsellor at Law, and Notary Public of the State of New York, at his offices, 1, Liberty Street, Borough of Manhattan, City County and State of New York, at 2:00 o'clock in the afternoon of the 27th day of September, 1962.

APPEARANCES

FREDERICK POSSES, ESQ.
HENRY WILLIAM ROZELLE, also known as Henry William Rozell

HENRY WILLIAM ROZELLE, having first been duly sworn, was examined on interrogatories by and before FREDERICK POSSES, ESQ., and testified, as follows :

Q. What is your name?

A. Henry William Rozelle, also known as Henry William Rozell, and I am one of the plaintiffs herein whose deposition was heretofore taken in this action at 10:00 o'clock in the forenoon of the 17th day of September, 1962; and I make this deposition in supplement to such prior deposition.

Q. Are all parties now in being having an interest in the property which is the subject of this action now parties to the within suit?

A. Yes.

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Q. Please state, if you know, what the present marital status of Aileen Florio and William Florio, two of the defendants named in the within action, is.

A. They are divorced from each other.

Henry William Rozelle
HENRY WILLIAM ROZELLE

Sworn to Before Me this
27th day of September, 1962

FREDERICK POSSES, Attorney and Counsellor at Law, and Notary Public of the State of New York, No.52-31393700 Qualified in Suffolk County, Term Expires March 30, 1963

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.:

I, FREDERICK POSSES, attorney and counsellor at law, and a Notary Public within and for the State and County aforesaid, duly commissioned and acting, hereby certify that the above and foregoing depositions of HENRY WILLIAM ROZELLE were taken on interrogatories before me at the time and place aforesaid, and in the action mentioned in the caption hereof; that the witness was first sworn upon oath that the testimony by him to be given should be the truth, the whole truth and nothing but the truth; that the statements of the witness were reduced to writing, read to him and by him subscribed in my presence for the purpose of being read in evidence on behalf of the plaintiffs in the above-styled cause.

IN WITNESS WHEREOF, I have hereunto duly set my hand and seal as such attorney and counsellor at law, and Notary Public, this 27th day of September, 1962.

FREDERICK POSSES, Attorney and Counsellor at Law, and Notary Public of the State of New York, No.52-3139700 Qualified in Suffolk County, Term Expires March 30, 1963

STATE OF NEW YORK
COUNTY OF } ss.:

, being duly sworn, deposes and says that he is the in the within action; that he has read the foregoing and knows the contents thereof; that the same is true to h own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters he believes it to be true.

Sworn to before me, this
day of 19 .....

STATE OF NEW YORK
COUNTY OF } ss.:

, being duly sworn, deposes and says that he is the of the corporation named in the within entitled action; that he has read the foregoing and knows the contents thereof; and that the same is true to h own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters he believes it to be true.

Deponent further says that the reason this verification is made by deponent and not by is because the said is a corporation and deponent is an officer thereof, to-wit, its

Sworn to before me, this
day of 19 .....

AFFIDAVIT OF PERSONAL SERVICE

STATE OF NEW YORK
COUNTY OF } ss.:

being duly sworn, deposes and says, that he is over the age of years. That on the day of , 19 , at No.

he served the foregoing upon the

in this action, by delivering to and leaving personally with said

a true copy thereof.

Deponent further says, that he knew the person served as aforesaid, to be the person mentioned and described in said as the therein.

Sworn to before me this
day of , 19 }

AFFIDAVIT OF SERVICE BY MAIL

STATE OF NEW YORK
COUNTY OF } ss.:

being duly sworn, deposes and says that he is the attorney for the above named herein.

That on the day of 19 he served the within upon the attorney for the above named by depositing a true copy of the same securely enclosed in a post-paid wrapper in the Post-Office—a Branch Post-Office—Station—Sub-Station—Finance Station—Letter Box—Mail Chute—Official Depository maintained and exclusively controlled by the United States at

directed to said attorney for the at No.

N. Y., that being the address within the State designated by h for that purpose upon the preceding papers in this action, or the place where h then kept an office between which places there then was and now is a regular communication by mail.

Deponent is over the age of years

Sworn to before me this
day of , 19 }

47

Sir :—

Please take notice that the within is a true copy of a

this day duly entered herein in the office of the Clerk of

Dated, 19

Yours, etc.,

FREDERICK POSSES

Attorney for

Office and Post Office Address

NO. 1 LIBERTY STREET

BOROUGH OF MANHATTAN NEW YORK 5, N. Y.

To , Esq.

Attorney for

Sir :—

Please take notice that the within

will be presented for settlement and signature herein to the Hon.

one of the judges of the within named Court, at in the

on the day of

19 , at M.

Dated, 19

Yours, etc.,

FREDERICK POSSES

Attorney for

Office and Post Office Address

NO. 1 LIBERTY STREET

BOROUGH OF MANHATTAN NEW YORK 5, N. Y.

To , Esq.

Attorney for

3502—Julius Blumberg, Inc., Law Blank Publishers, 80 Exchange Place, at Broadway, N. Y.

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Index No. 14,993 Year 19

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

HENRY WILLIAM ROZELLE, etc., et al,

Plaintiffs,

VS

GEORGE ALBERT SMITTE, et al.,

Defendants.

SUPPLEMENTAL DEPOSITION BEFORE TRIAL TAKEN ON INTERROGATORIES 9/27/62

FREDERICK POSSES

Attorney for

Office and Post Office Address

NO. 1 LIBERTY STREET

BOROUGH OF MANHATTAN NEW YORK 5, N. Y.

BOWLING GREEN 9-4747

To , Esq.

Attorney for

Due and timely service of a copy of the within is hereby admitted.

Dated, 19

Attorney for

BOOK 146 PAGE 140

EQUITY NO. 14,993

HENRY WILLIAM ROZELLE, et al	:	IN THE
vs	:	CIRCUIT COURT FOR
GEORGE ALBERT SMITTE, et al	:	ANNE ARUNDEL COUNTY

. . . . . .

SUBMISSION OF JURISDICTION

We hereby submit all our right, title, interest and estate in and to the subject real estate, to the jurisdiction of the Circuit Court for Anne Arundel County, sitting in Equity and agree to the passage of a Decree ordering the sale of said real estate; the proceeds of sale to be invested as the Court may desire and to enure to our benefit in the same manner as stipulated in the Last Will and Testament of Eva R. Williams, deceased.

Respectfully submitted,

Witness:

Edith Mabel Genoval
Edith Mabel Genoval

Emil Genoval
Emil Genoval

Subscribed and sworn to before me this 11th day of FEBRUARY, 1963

Notary Public in and for the County of Los Angeles, State of Calif.

RALPH B. ANDREWS, Notary Public
in and for the County of Los Angeles & State of Calif.
My Commission Expires March 17, 1964
109 SANTA FE AVENUE, LONG BEACH 10, CALIF.

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1963 FEB 13 AM 11:22

50

HENRY WILLIAM ROZELLE, et al	+	IN THE CIRCUIT COURT FOR
Plaintiffs	+	ANNE ARUNDEL COUNTY
V:		
GEORGE ALBERT SMITTE, et al	+	NO. 14,993 EQUITY
Defendants	+	

++++++++++++++++++++++++++

REPORT OF EXAMINER AND MASTER

This is a Bill of Complaint filed on May 10, 1962, by certain beneficiaries under the Last Will of Eva Williams, against certain other beneficiaries of said Will, seeking a sale of certain property of the Testatrix passing by the terms of her Will to the parties as life tenants and remaindermen. An Order of Publication was issued and published against the non-resident defendants and all persons having or claiming to have any interest in the property in question; an attorney and guardian ad litem waw appointed for certain infant defendants and possible unborn remaindermen and an answer on their behalf filed. All other defendants have filed a submission to the jurisdiction of the Court agreeing to the passage of a decree ordering sale of the real estate and the proceeds to be invested in the same manner as stipulated in the Will of the Testatrix.

Testimony was taken on November 15, 1962, at which time the depositions of certain of the non-resident parties were offered in evidence. Ownership of the property by the Testatrix at the time of her death is satisfactorily proven; the Will of the Testatrix has been probated and is offered as an exhibit; identity of the beneficiaries and their capacity is proven. From the facts presented, it appears that the property in question is not income-producing, is in a poor state of repair and is a burdensome expense to all parties at the present time, and it appears to be advantageous to all parties that the property be sold and the proceeds held in accordance with the terms of the Will of the Testatrix.

A Contract is proven for the sale of the property for the sum of

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FIFTEEN THOUSAND DOLLARS ($15,000.00), and it appears from the testimony that this is a fair and adequate price for the same.

The case is ready for Decree as of the date of the filing of this report, and the attached form of Decree is recommended.

The fee of the Examiner and Master is Twenty-Five Dollars ($25.00)

Malcolm B. Smith
Examiner and Master

52

HENRY WILLIAM ROZELLE, et al Plaintiffs	+	IN THE CIRCUIT COURT FOR
	+	ANNE ARUNDEL COUNTY
V:		
GEORGE ALBERT SMITTE, et al Defendants	+	NO. 14,993 EQUITY
	+	

++++++++++++++++++++

D E C R E E

THIS case coming on for hearing, testimony having been taken before an Examiner and Master, his Report and the proceedings were read and considered by the Court, and it appearing that it would be to the best interest and advantage of all of the parties to these proceedings, including possible unborn beneficiaries, that the real estate mentioned in these proceedings and described in the Bill of Complaint, be sold and the proceeds thereof invested under the further Order of this Court, for the benefit of the parties named in the Last Will and Testament of EVA WILLIAMS, and in accordance with the provisions thereof, and it further appearing to the Court that the Contract for the sale of the said property to DONALD J. LUONGO and GEORGE A. MILLER, JR., Trading As LUONGO and MILLER, for the sum of FIFTEEN THOUSAND DOLLARS ($15,000.00) is fair and reasonable and the price adequate, it is, thereupon, this 20th day of February, 1963, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED: That the property mentioned in these proceedings described as 100 President Street and 102 President Street, in the City of Annapolis, State of Maryland, be sold.

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED: That the Contract of Sale dated January 6, 1962, and filed in these proceedings as Examiner's Exhibit No. 1, be, and the same is hereby, ratified and confirmed.

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED: That GEORGE E. RULLMAN, JR., be, and he is hereby, appointed Trustee to make conveyance of said property, and upon receipt of the full purchase price as provided in

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the aforesaid Contract of Sale, and not before, he shall, by a good and sufficient Deed, signed, sealed and acknowledged according to law, convey and waives 035
to DONALD J. LUONGO and GEORGE A. MILLER, JR., Trading As LUONGO and MILLER, all of the right, title, interest and estate of all of the parties to this suit, and those claiming by, from or under them, or any of them, including possible unborn claimants, in and to all that property referred to in these proceedings and described as 100 President Street and 102 President Street, in the City of Annapolis, State of Maryland, which said conveyance and Deed shall operate to forever bar and extinguish any right or claim by any or all of the parties hereto, both Plaintiffs and Defendants, and of all persons claiming by, from or under any of them.

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED: That before the said Trustee shall proceed to act, he shall first file with this Court, or the Clerk thereof, a good and sufficient corporate bond in the amount of FIFTEEN THOUSAND DOLLARS ($15,000.00) to be approved by this Court, or the Clerk thereof, conditioned for the faithful performance of the Trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in the premises; and upon the receipt of the purchase money and conveyance of the property as aforesaid, the said Trustee shall then bring into this Court the money and proceeds arising from the said sale to be distributed according to law under the direction of this Court, after payment of the costs and other expenses of these proceedings, and such commissions to the Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherein he shall have appeared to have discharged his trust.

O Bowie Duckett

JUDGE

54

TRUSTEE'S AND COMMITTEE'S BOND

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

BOOK 146 PAGE 145

EQUITY NO. 14,993

HENRY WILLIAM ROZELLE, et al

LIBER 11 PAGE 530

Vs

BOND OF { ~~COMMITTEE~~ TRUSTEE

GEORGE ALBERT SMITTE, et al

KNOW ALL MEN BY THESE PRESENTS: That we, George E. Rullman, Jr., of Anne Arundel County, State of Maryland,

as Principal, and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, 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 FIFTEEN THOUSAND ---------- Dollars ($15,000.00), 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 February in the year of our Lord one thousand nine hundred and sixty-three.

WHEREAS, THE ABOVE BOUNDEN George E. Rullman, Jr.

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County dated the 20th day of February, nineteen hundred and sixty-three has been appointed Trustee to make sale of real estate

mentioned in the proceedings in the case of Henry William Rozelle, et al, Vs George Albert Smitte, et al

now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden George E. Rullman, Jr.

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

Signed, sealed and delivered in the presence of

Madolin Ross

George E. Rullman, Jr. (SEAL)

(SEAL)

(SEAL)

Madolin Ross

NATIONAL SURETY CORPORATION

BY George E. Rullman

George E. Rullman

Attorney in Fact

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1963 MAR -6 PM 3:19

Bond approved this 2nd day of March 1963

Lewis N. Phipps, Clerk

HENRY WILLIAM ROZELLE, ET AL	:	IN THE CIRCUIT COURT
VS	:	FOR
GEORGE ALBERT SMITTE, ET AL	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 14,993

. . . . . .

BOOK 146 PAGE 146

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Jr., Trustee, 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 Trustee by a Decree of this Court dated the 20th day of February, 1963, the said Trustee, after having fully complied with the above referred to Decree, proceeded to make sale of the property known as 100-102 President Street, Eastport, Annapolis, Maryland, to Donald J. Luongo, Margie M. Luongo, his wife; George A. Miller, Jr. and Shirley M. Miller, his wife, at and for the sum of Fifteen Thousand Dollars ($15,000.00),which was the price of the property agreed upon between the purchasers and the heirs of Eva G. Williams, deceased.

SECOND: The said purchasers have paid the purchase money in full and have received a Deed executed by the Trustee conveying the property described in said Decree in fee simple, as tenants in common.

Respectfully submitted,

George E. Rullman, Jr.

George E. Rullman, Jr., Trustee

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1963 MAR 14 PM 2:16

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I Hereby Certify that on this 13th day of March, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Jr., Trustee to make sale of the real estate mentioned in these proceedings, named in the Report of Sale, and he made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

Madolin Ross

Madolin Ross, Notary Public
My Comm. Exp. 5/6/63.

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BOOK 146 PAGE 147

In the Case of

Henry William Rozelle, et al

VS.

George Albert Smitte, et al

In the

Circuit Court

For

Anne Arundel County

No. 14,993 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 APR -9 PM 1:55 FILED

All of which is respectfully submitted.

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.

Lewis N. Phipps

Clerk

Per: C. Tolliver, deputy

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1963 APR 25 PM 2:22

57

57

Dr.

Henry William Rozelle, et al
vs.
George Albert Smitte, et al

BOOK 146 PAGE 148

In Acct. with George E. Rullman, Jr., Trustee

Cr.

By	Amount of Sale, as per Trustee's Report of Sale fd.					15,000	00
						15,000	00
To	Trustee for Court Costs, viz:						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, Court Costs	97	50				
	Malcolm B. Smith, Examiner & Master's fee	25	00				
	Conchita D. Tuers, Stenographer's fee	10	00				
	Julian B. Stevens, Guardian ad litem fee	4	00				
	Auditor, this account	67	50				
				214	00		
To	Trustee for disbursements, viz:						
	General Real Estate Sales & Service, Commissions as per Contract of Sale ratified by Decree 2/20/63	900	00				
	½ Federal & State revenue stamps	24	75				
	Register of Wills for Anne Arundel County, costs in Orphans Court	1	50				
	Register of Wills for A. A. Co., Inheritance tax, 100-102 President St., 7½% on $15,000.00	1,125	00				
	Balance due Bernice Johnson, as shown by Administration Account of Executor of Estate of Eva Williams filed in the Orphans Court for Anne Arundel County 9/18/56	893	00				
	Interest, 6% on above balance from 9/18/56	346	53				
	1962 State & County taxes & interest thereon	332	95				
	City of Annapolis taxes, 7/1/61 to 6/30/62 & interest thereon	235	77				
	Adjustment, 1963 State & County taxes, 1/1/63 to 3/8/63	73	34				
	Adjustment, City of Annapolis taxes, 7/1/62 to 3/8/63	155	25				
				4,088	09		
	Balance in hands of Trustee, subject to further Order of Court			10,697	91		
						15,000	00

TRUSTEE'S AND COMMITTEE'S BOND

BOOK 12 PAGE 38

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

No. 17,993 Equity

HENRY WILLIAM ROZELLE, et al

Plaintiffs

Vs

GEORGE ALBERT SMITTE, et al

Defendants

BOND OF { ~~COMMITTEE~~ / TRUSTEE

146 PAGE 149

KNOW ALL MEN BY THESE PRESENTS: That we, Frederick Posses, of New York City, State of New York,

and the NATIONAL SURETY CORPORATION, as Principal, 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 ELEVEN THOUSAND ---------- Dollars ($ 11,000.00), 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 3rd day of May in the year of our Lord one thousand nine hundred and sixty-three (1963)

WHEREAS, THE ABOVE BOUNDEN Frederick Posses

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County dated the 3rd day of May nineteen hundred and sixty-three (1963) has been appointed

Permanent Trustee

mentioned in the proceedings in the case of Henry William Rozelle, et al, Vs George Albert Smitte, et al,

now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Frederick Posses

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

Signed, sealed and delivered in the presence of

Madelin Rose

Frederick Posses (SEAL)

(SEAL)

(SEAL)

NATIONAL SURETY CORPORATION

BY George E. Rullman,
Attorney in Fact

Madelin Rose

Bond approved this 3 day of May, 1963

Louis M. Phipps, Clerk

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1963 MAY -3 PM 1:58

BOOK 146 PAGE 150

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
GEORGE SZABO, SR., AND HELEN ELAINE SZABO, HIS WIFE	:	(In Equity) No. 15,387 Eq't.

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 George Szabo, Sr., and Helen Elaine Szabo, his wife to Baltimore Federal Savings and Loan Association, dated October 23rd, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1343 folio 461.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

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City and County Form.

No. 15,389 Equity

BOOK 1343 PAGE 461 BOOK 146 PAGE 151

This Mortgage,

Made this 23rd day of October, in the year one thousand, nine hundred and fifty-nine, between GEORGE SZABO, SR. and HELEN ELAINE SZABO, 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 AND 00/100ths ($15,900.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

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

By the payment of EIGHTY-SEVEN AND 81/100ths ($87.81) Dollars, commencing on the first day of December, 1959, 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. 41 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.

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

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

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

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

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

WITNESS:

George Szabo, Sr. (SEAL)

(SEAL)

Helen Elaine Szabo (SEAL)

(SEAL)

BOOK 1343 PAGE 464 BOOK 146 PAGE 154

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 23rd day of October, 19 59, before me, a Notary Public of said State, personally appeared GEORGE SZABO, SR. and HELEN ELAINE SZABO, 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, [illegible] 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 T. Yarnall
Notary Public

Rec'd for record Oct. 27, 1959 at 12:07 P.M.
Mailed to: Callahan & Calwell

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

GEORGE SZABO, SR., AND
HELEN ELAINE SZABO, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

BOOK 146 PAGE 155 No. 15,382 Equity

MILITARY AFFIDAVIT

Docket 20 folio 441

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

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 the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants, George Szabo, Sr., and Helen Elaine Szabo, 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.

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1963 JAN 16 AM 11:38

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

GEORGE SZABO, SR., AND

HELEN ELAINE SZABO, HIS WIFE

IN THE

BOOK 146 PAGE 156

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,387 Eq.

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **George Szabo, Sr., and Helen Elaine Szabo, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **23rd** day of **October** 19**59**, and recorded among the Land Records of **Anne Arundel** County in Liber G.T.C. No. **1343** Folio **461** .

Amount of Mortgage	**$15,900.00**
Less - amount paid on principal	**681.28**
	15,218.72
Plus - interest to 12/28/62	**261.90**
	15,480.62
Less - balance in expense account	**122.66**
	15,357.96

15218.72
122.66
15096.06

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **15th** day of **January** in the year nineteen hundred and **sixty-three** before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared **Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association** holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

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1963 JAN 16 AM 11:38

Clara M. Link

Clara M. Link Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

7

15,387 Equity
A-369

Mortgagee and Attorney's Bond.

BOOK 146 PAGE 157

LIBER 11 PAGE 557

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 0466-0274-0306-63

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, SIX HUNDRED AND NO/100 ($15,600.00) - - - - - - - - - - - - - - - - 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 14th 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 George Szabo, Sr. and Helen Elaine Szabo, his wife, to Baltimore Federal Savings & Loan Association bearing date the 23rd day of October nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1343, Folio 461, and

#307 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. Sink

~~Attest~~ WITNESS:

S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 18th day of February, 1963

Louis N. Phipps, Clerk

FILED
1963 FEB 18 AM 9:09

8

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

Attorney's Sale

Of Valuable Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from George Szabo, Sr., and Helen Elaine Szabo, his wife to Baltimore Federal Savings and Loan Association, dated October 23rd, 1959 and recorded among the the Land Records of Anne Arundel County in Liber G.T.C. No. 1343 folio 461 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., Feb. 19th, 1963 at 3:40 P.M.

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

BEING known and designated as Lot No. 41 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. 307 Sharon Drive.

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

Subject to any restrictive covenants, and/or Utility Agreements, of record, affecting the property The improvements consist of a frame detached dwelling, containing 6 rooms 1 ½ baths, forced warm air gas fired heat.

No. M 8A. 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 interst 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

F-14

OFFICE OF 15,387

Maryland Gazette

BOOK 146 PAGE 158 Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 18, 1963

We hereby certify, that the annexed

Attorney's Sale

George Szabo, Sr.

was published in

FILED 1963 FEB 18 PM 1:45

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of February, 1963. The first insertion being made the 24th day of January, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 19th day of Feb., 1963, 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. ASSN.

By Charles E. Williams (SEAL)
Purchaser
Charles E. Williams, Vice President

Notary Public

FILED
1963 FEB 25 PM 1:03

9

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
GEORGE SZABO, SR., AND HELEN ELAINE SZABO, HIS WIFE	:	(In Equity) - No. 15,387
	:	

BOOK 146 PAGE 160

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 23rd, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1343 folio 461 from said George Szabo, Sr., and Helen Elaine Szabo, 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 19th day of February, 1963 at 3.40 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. 41 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. 307 Sharon Drive; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1963 FEB 25 PM 1:03

10

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

Attorney's Sale

Of Valuable Fee Simple Property

Under and by virtue of the power and authority contained in a Mortgage from George Szabo, Sr., and Helen Elaine Szabo, his wife to Baltimore Federal Savings and Loan Association, dated October 23rd, 1959 and recorded among the the Land Records of Anne Arundel County in Liber G.T.C. No. 1343 folio 461 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., Feb. 19th, 1963

at 3:40 P.M.

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

BEING known and designated as Lot No. 41 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. 307 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 frame detached dwelling, containing 6 rooms 1 ½ baths, forced warm air gas fired heat.

TERMS OF SALE:- A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interst 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 F-14

BOOK 146 PAGE 161

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 Fifteen Thousand five Hundred ($15,500.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 20th 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
Clara M. Link, Notary Public

CLARA M. LINK
NOTARY PUBLIC
BALTIMORE, MD.

ORDER NISI

WALTER S. CALWELL, ATTORNEY NAMED

IN MORTGAGE

versus

GEORGE SZABO, SR., AND

HELEN ELAINE SZABO, HIS WIFE

BOOK 146 PAGE 162

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,387 Equity

Ordered, this 25th day of February, 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 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 $15,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

WALTER S. CALWELL, ATTY. FOR: MARYLAND GAZETTE Feb. 28th Edition

(Final Order)

WALTER S. CALWELL, ATTORNEY NAMED

IN MORTGAGE

versus

GEORGE SZABO, SR., AND

HELEN ELAINE SZABO, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2nd day of April, 19 63 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 APR -2 AM 11:05

12

BOOK 146 PAGE 163 OFFICE F

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,387 Equity

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

GEORGE SZABO, SR., AND HELEN ELAINE SZABO, HIS WIFE

Ordered, this 25th 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 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 $15,500.00

LOUIS N. PHIPPS
Clerk.

True Copy, TEST:
LOUIS N. PHIPPS
Clerk.

m-21

13 No. M. G. 24701

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 25, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,387
George Szabo, Sr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the last day of April, 1963. The first insertion being made the 28th day of February, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 MAR 26 PM 3:00

By H. Tilghman

In the Case of

Walter S. Calwell, Attorney Named in Mortgage

VS.

George Szabo, Sr. &
Helen Elaine Szabo, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,387 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 18 PM 12:53

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 6th day of May, 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 MAY -6 AM 9:54

14

15

Dr.

Mortgaged Real Estate of George Szabo Sr., & Helen Elaine Szabo, his wife

BOOK 146 PAGE 165

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

				Cr.
By	Amount of Sale, as per Attys. Report of Sale filed		15,500 00	
By	Interest, 6%, on deferred payments, $15,000.00 from 2/19/63 to 4/3/63		116 25	
				15,616 25
To	Attorney, for fee, viz:	200 00		
To	Attorney, for Commission, viz:	495 00		
			695 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 expenses, viz:			
	Capital-Gazette Press, Inc., Adv. & Nisi - Sale	85 00		
	New Amsterdam Casualty Co. - Bond premium	62 40		
	E.T. Newell & Co. Inc., Auctioneer's fee	35 00		
	Notary fees	1 25		
	Adjustment, 1963 taxes, 1/1/63 to 2/19/63	27 83		
			211 48	
To	Baltimore Federal Savings & Loan Association,			
	Mortgagee, on account of Mortgage Claim		14,649 27	
				15,616 25
	Balance due on Mortgage, as per claim filed	15,357 96		
	Interest, 5¼%, on principal balance, $15,096.06 from 12/29/62 to 5/6/63	279 52		
		15,637 48		
	Credit amount allowed above	14,649 27		
	This amount subject to decree in personam	988 21		

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ADRIAN EARL MURRAY AND MARGARET F. MURRAY, HIS WIFE	:	(In Equity) No. 15,385 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 said Adrian Earl Murray and Margaret F. Murray, his wife to Baltimore Federal Savings and Loan Association, dated July 18th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1492 folio 370.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1963 JAN 16 AM 11:37

No. 15,388 Equity

City and County Form.

BOOK 1492 PAGE 370 BOOK 146 PAGE 167

This Mortgage, Made this 18th day of July, in the year one thousand, nine hundred and sixty-one, between

ADRIAN EARL MURRAY and MARGARET F. MURRAY, his wife

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

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of ELEVEN THOUSAND NINE HUNDRED & 00/100ths ($11,900.00) 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-half (5½%) per cent per annum in the manner following:

By the payment of SIXTY-SEVEN & 57/100ths ($67.57) Dollars, commencing on the first day of August, 1961, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

NOW, THEREFOR, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot (1) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lot 17 in Block B, as shown on a plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953, by James D. Hicks, Surveyor, and recorded among the plat records of Anne Arundel County on July 1, 1954, in Plat Book 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 Baltimore Federal Savings and Loan Association unto the within named Mortgagors.

PLAINTIFF'S EXHIBIT "A"

FILED

1963 JAN 16 AM 11:37

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 One Hundred Eight ($108.00) Dollars payable half-yearly on the 9th days of February and August in each and every year.

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

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

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

thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment; (11) that it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums on the first day of each month, as part of the regular monthly payment, by payment of a sum equal to one-twelfth (1/12) of such annual mortgage guaranty insurance premium in 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 $125.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

WITNESS:

Adrian Earl Murray (SEAL)

(SEAL)

Margaret F. Murray (SEAL)

(SEAL)

ROBERT F. VAVRINA

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

BOOK 1492 PAGE 373

On this 18th day of July, 1961, before me, a Notary Public of said State, personally appeared

ADRIAN EARL MURRAY and MARGARET F. MURRAY, his wife

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

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

AS WITNESS my hand and Notarial Seal.

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

Notary Public

My commission expires May 6, 1963

Rec'd for record July 20, 1961 at 1:50 P.M.

Mailed to Callahan & Calwell

9.00

BOOK 146 PAGE 170 No. 15,388 Equity

MILITARY AFFIDAVIT

Docket 20 folio 442

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 14th day of January 19 63 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, Adrian Earl Murray and Margaret F. Murray, 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

1963 JAN 16 AM 11:37

5.

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

ADRIAN EARL MURRAY AND

MARGARET F. MURRAY, HIS WIFE

IN THE

BOOK 146 PAGE 171

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,388 Eq.

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Adrian Earl Murray and Margaret F. Murray, his wife to Baltimore Federal Savings and Loan Association

dated the 18th day of July 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1492 Folio 370 .

Amount of Mortgage		$11,900.00
Less - amount paid on principal		187.88
		11,712.12
Plus - interest to 12/28/63		211.16
		11,923.28
Less - balance in expense account		119.37
		11,803.91

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

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

WITNESS my hand and Notarial Seal.

FILED

1963 JAN 16 AM 11:37

Clara M. Link

Clara M. Link Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

15,388 Equity

Mortgagee and Attorney's Bond.

I-369

BOOK 146 PAGE 172

LIBER 11 PAGE 558

227 ST PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N Y

BOND NO. 0466-0274-0307-63

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 TWELVE THOUSAND AND NO/100 ($12,000.00) - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 14th 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 Adrian Earl Murray and Margaret F. Murray, his wife, to Baltimore Federal Savings & Loan Association bearing date the 18th day of July nineteen hundred and sixty-one and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1492, Folio 370, and

Lot #17, Block "B", Bodkins Plains, Anne Arundel Co., Md.

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Smith

WITNESS: S. Alvey
S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 18th day of February, 1963

Louis N. Phipps, Clerk

FILED
1963 FEB 18 AM 9:09

7

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

Attorney's Sale

Of Valuable Leasehold Property

Under and virtue of the power and authority contained in a Mortgage from Adrian Earl Murray and Margaret F. Murray, his wife to Baltimore Federal Savings and Loan Association, dated July 18th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No 1492 folio 370 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the remises on

Tues., Feb. 19th, 1963 at 3:55 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, near Mountain Road, Pasadena Section, at the southwest corner of Lockwood Road and Lake Avenue, fronting on Lockwood Road 115 feet, more or less, by 156 feet, more or less and described as follows:

BEING known and designated as Lot 17 in Block B, as shown on a plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953, by James D. Hicks, Surveyor, and recorded among the plat records of Anne Arundel County on July 1, 1954, in Plat Book 25, folio 12.

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 $108.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

No. 7A

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

F-14

15,388

OFFICE OF

Maryland Gazette

Published by

BOOK 146 PAGE 173

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 18, 1963

We hereby certify, that the annexed

Attorney's Sale

Adrian Earl Murray

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of February, 1963. The first insertion being made the 24th day of January, 1963.

FILED FEB 18 1963 PM 1:45

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 18th day of Feb., 1963, 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 of 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 (SEAL)
Purchaser
Charles E. Williams, Vice President

JOHN M. MILLER NOTARY PUBLIC

John M. Miller, Jr.
Notary Public
John M. Miller, Jr.

FILED

1963 FEB 25 PM 1:03

8

BOOK 146 PAGE 175

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
ADRIAN EARL MURRAY AND MARGARET F. MURRAY, HIS WIFE	:	(In Equity) - No. 15388
	:	

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 18th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1492 folio 370 from said Adrian Earl Murray and Margaret F. Murray, 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 19th day of February, 1963 at 3.55 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 17, in Block B, as shown on a Plat entitled "Second Revised Plat, Bodkins Plains," dated February, 1953, by James D. Hicks, Surveyor, and 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

1963 FEB 25 PM 1:03

1

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

Attorney's Sale

Of Valuable Leasehold Property

Under and virtue of the power and authority contained in a Mortgage from Adrian Earl Murray and Margaret F. Murray, his wife to Baltimore Federal Savings and Loan Association, dated July 18th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No 1492 folio 370 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the remises on

Tues., Feb. 19th, 1963 at 3:55 P.M.

all that leasehold lot, of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, near Mountain Road, Pasadena Section, at the southwest corner of Lockwood Road and Lake Avenue, fronting on Lockwood Road 115 feet, more or less, by 156 feet, more or less and described as follows:

BEING known and designated as Lot 17 in Block B, as shown on a plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953, by James D. Hicks, Surveyor, and recorded among the plat records of Anne Arundel County on July 1, 1954, in Plat Book 25, folio 12.

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 $108.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a one story frame dwelling, containing 5 rooms (3 bedrooms), 1 bath, forced warm air gas fired heat, and 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 F-14

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Twelve Thousand ($12,000.00) Dollars subject to the payment of an annual ground rent of $108.00, 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 20th 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

ADRIAN EARL MURRAY AND MARGARET F. MURRAY, HIS WIFE

BOOK 146 PAGE 177
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 15,388 Equity

Ordered, this 25th day of February, 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 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 $ 12,000.00

Clerk.

True Copy,

TEST: Clerk.

WALTER S. CALWELL, ATTY. FOR: MARYLAND GAZETTE Feb. 28th Edition

(Final Order)

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

ADRIAN EARL MURRAY AND MARGARET F. MURRAY, HIS WIFE

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 Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

JUDGE.

FILED
1963 APR -2 AM 11:05

BOOK 146 PAGE 178 OFFICE OF

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,388 Equity

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

ADRIAN EARL MURRAY AND MARGARET F. MURRAY, HIS WIFE

Ordered, this 25th 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 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 $12,000.00

LOUIS N. PHIPPS
Clerk.

True Copy, TEST:
LOUIS N. PHIPPS
Clerk.

M-21

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 25, 1963

We bereby certify, that the annexed

Order Nisi Eq 15,388

Sale

Adrian Earl Murray

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.

FILED

1963 MAR 26 PM 3:00

By H. Tilghman

No. M. C. 34244

BOOK 146 PAGE 179

In the Case of

Walter S. Calwell, Attorney Named in Mortgage

VS.

Adrian Earl Murray and

Margaret F. Murray, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,388 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 18 PM 12:53

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 6th day of May, 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 MAY -6 AM 9:57

13

Dr.

Mortgaged Real Estate of Adrian Earl Murray & Margaret F. Murray, his wife

BOOK 146 PAGE 180

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

				Cr.
By	Amount of Sale, as per Attys Report of Sale filed		12,000 00	
By	Interest, 6%, on deferred payment $11,500.00 from 2/19/63 to 4/3/63		90 00	
				12,090 00
To	Attorney, for fee, viz:	125 00		
To	Attorney, for Commission, viz:	390 00		
			515 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 expenses, viz:			
	Capital-Gazette Press, Inc., Adv. & Nisi - Sale	88 52		
	New Amsterdam Casualty Co. - Bond premium	48 00		
	E.T. Newell & Co. Inc., Auctioneer's fee	25 00		
	Notary fees	1 25		
	Adjustment, 1963 taxes, 1/1/63 to 2/19/63	23 81		
	Adjustment, Ground Rent, 2/9/63 to 2/19/63	3 00		
			189 58	
To	Baltimore Federal Savings & Loan Association, Mortgagee, on account of Mortgage Claim		11,324 92	
				12,090 00
	Balance due on Mortgage as per Claim filed	11,803 91		
	Interest, 5½%, on principal balance, $11,592.75 from 12/29/62 to 5/6/63	224 93		
		12,028 84		
	Credit amount allowed above	11,324 92		
	This amount subject to decree in personam	703 92		

BOOK 146 PAGE 181

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
FREDERICK M. HOOKER, SR., AND KATHLEEN G. HOOKER, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity) No. 15,390

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 Frederick M. Hooker, Sr., and Kathleen G. Hooker, 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 130.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

JAN 17 AM 9:12

No. 15,390

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

LIBER 1166 PAGE 130

MARYLAND

BOOK 146 PAGE 182

MORTGAGE

THIS MORTGAGE, made this 13th day of November, A. D. 1957, by and between FREDERICK M. HOOKER, SR. and KATHLEEN G. HOOKER, 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 SIXTEEN THOUSAND THREE HUNDRED AND 00/100ths Dollars ($ 16,300.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of EIGHTY-TWO and 59/100ths Dollars ($ 82.59), commencing on the first day of January, 1958, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the ~~first day of~~ November 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 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 3rd Election District, Anne Arundel County, in the State of Maryland, to wit:

BEING known and designated as Lot No. 3, 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.

FILED

1958 JAN 17 AM 9:12

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

BOOK 146 PAGE 183

LIBER 1166 PAGE 131

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.

Frederick M. Hooker Sr. [SEAL]
FREDERICK M. HOOKER, SR.

[SEAL]

Kathleen G. Hooker [SEAL]
KATHLEEN G. HOOKER

[SEAL]

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, State aforesaid, personally appeared Frederick M. Hooker, Sr. and Kathleen G. Hooker, 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.
JOHN R. HOLLAND, JR. Notary Public.

Rec'd for record Nov 14 1957 at 12:45 P.M.
Mailed to The Colonial Title Guarantee Co.

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

46051
...ten by D.H.
...roved by ... Examiner
...dy for Record JRH

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

FREDERICK M. HOOKER, SR., AND
KATHLEEN G. HOOKER, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

BOOK 146 PAGE 186

No. 15,390 Equity

MILITARY AFFIDAVIT

Docket 20 folio 444

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 15th day of January, 1963 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, Frederick M. Hooker, Sr., and Kathleen G. Hooker, 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

1963 JAN 17 AM 9:12

WALTER S. CALWELL, BOOK 146 PAGE 187 IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

FREDERICK M. HOOKER, SR., AND

No. 15,390 Equity

KATHLEEN G. HOOKER, HIS WIFE

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Frederick M. Hooker, Sr., and Kathleen G. Hooker, 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 130.

Amount of Mortgage	$16,300.00
Less - amount paid on principal	1,281.50
	15,018.50
Plus - interest to 1/11/63	358.60
	15,377.10
Less - balance in expense account	68.51
	15,308.59

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 15th day of January in the year nineteen hundred and sixty-three 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.

FILED

1963 JAN 17 AM 9:12

Clara M. Link

Clara M. Link Notary Public

7

15,390 Equity

Mortgagee and Attorney's Bond.

1-369

BOOK 146 PAGE 188 LIBER 11 PAGE 559

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 0466-0274-0308-63

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, FOUR HUNDRED AND NO/100 ($15,400.00) - - - - - - - - - - - - - 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 14th 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 Frederick M. Hooker, Sr. & Kathleen G. Hooker, 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 130, and

#108 Dupont Ave., 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 R. H. Nichols
R. H. Nichols, Attorney-in-Fact

FILED
1963 FEB 18 AM 9:09

Bond approved this 18th day of February, 1963

8 Louis N. Phipps, Clerk

15,390

BOOK 146 PAGE 189 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 18, 1963

We hereby certify, that the annexed

Attorney's Sale

Frederick M. Hooker, Sr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of February, 1963. The first insertion being made the 24th day of January, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilgkman

FILED 1963 FEB 18 PM 1:45

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Bu...ag
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 Frederick M. Hooker, Sr., and Kathleen G. Hooker, 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 130 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., Feb. 19th, 1963
at 3:30 P.M.

Being all that strip or parcel of land 50 feet wide extending from the dividing line between Sections 6 and 7 northerly the distance of 316 feet more or less to the dividing line between Sections 4 and 7, as shown on the Record Plat of Section 7, Maryland City.

EAGLE HARBOR SOUTH

Being all that strip or parcel of land 50 feet wide extending from the dividing line between Sections 6 and 7 northerly the distance of 540 feet more or less, to the southernmost right of way line of Wye Mills South, as shown on the Record Plat of Section 7, Maryland City.

WYE MILLS SOUTH

Being all that strip or parcel of land 50 feet wide extending from the dividing line between Sections 4 and 7, easterly the distance of 615 feet more or less, as shown on the Record Plat of Section 7, Maryland City.

ELLERTON SOUTH

Being all that strip or parcel of land 50 feet wide extending from the dividing line between

No. M. C. 34336

9

BOOK 146 PAGE 190

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 19th day of Feb., 1963, 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. ASSN.

by _____
Purchaser
Charles E. Williams, Vice President

_____
Notary Public
John M. Miller, Jr.

FILED

1963 FEB 25 PM 1:03

10

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
FREDERICK M. HOOKER, SR., AND KATHLEEN G. HOOKER, HIS WIFE	:	(In Equity) No. 15390

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 130 from said Frederick M. Hooker, Sr., and Kathleen G. Hooker, 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 19th day of February, 1957 at 3.30 P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known and designated as Lot No. 3, Block 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. 108 DuPont Avenue; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1963 FEB 25 PM 1:03

( )

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 Frederick M. Hooker, Sr., and Kathleen G. Hooker, 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 130 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., Feb. 19th, 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, Maryland, at Blossom Hills, near Mountain Road, at Jacobsville, Lake Shore area, and described as follows:

BEING known and designated as Lot No. 3, Block 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, the improvements whereon are now known as No. 108 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 detached frame bungalow, containing 5 rooms (3 bedrooms) 1 Bath, built in garage and utility room, forced warm air oil fired heat.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from 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 F-14

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 Fourteen Thousand ($14,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 20th 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

FREDERICK M. HOOKER, SR., AND KATHLEEN G. HOOKER, HIS WIFE

BOOK 146 PAGE 193
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,390 Equity

Ordered, this 25th day of February, 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 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 $ 14,000.00

Edward N. Phipps Clerk.

True Copy,

TEST: Clerk.

WALTER S. CALWELL, ATTY.
(Final Order)

FOR: MARYLAND GAZETTE Feb. 28th Edition

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

FREDERICK M. HOOKER, SR., AND KATHLEEN G. HOOKER, HIS WIFE

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 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.

FILED
1963 APR -2 AM 11:05

George Sachse
JUDGE.

13

BOOK 146 PAGE 194 OFFICE OF

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,390 Equity
WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE
Versus
FREDERICK M. HOOKER, SR., AND KATHLEEN G. HOOKER, HIS WIFE

Ordered this 25th 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 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 $14,000.00

LOUIS N. PHIPPS
Clerk.

True Copy, TEST:
LOUIS N. PHIPPS
Clerk.

No. M. G. 34243

14

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 25, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,390

Frederick M. Hooker, Sr.

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.

FILED
1963 MAR 26 PM 3:00

By A. Tulghman

BOOK 146 PAGE 195

In the Case of

Walter S. Calwell, Attorney Named in Mortgage

VS.

Frederick M. Hooker, Jr., &

Kathleen G. Hooker, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,390 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 APR 18 PM 12:54

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 6th day of May, 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 MAY -6 AM 9:55

15

Dr.

Mortgaged Real Estate of Frederick M. Hooker, Jr. & Kathleen G. Hooker, his wife

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

				Cr.			
By	Amount of Sale, as per Attys. Report of Sale filed			14,000	00		
By	Interest, 6% on deferred payments, $13,500.00 from 2/19/63 to 4/3/63			105	00		
						14,105	00
To	Attorney, for fee, viz:	50	00				
To	Attorney, for Commission, viz:	435	00				
				485	00		
To	Attorney, for Court Costs, viz:						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, Court Costs	28	00				
	Auditor, this account	22	50				
				60	50		
To	Attorney, for expenses, viz:						
	Capital-Gazette Press, Inc., Adv. & Nisi - Sale	88	52				
	New Amsterdam Casualty Co. - Bond premium	61	60				
	E.T. Newell & Co. Inc., Auctioneer's fee	35	00				
	Notary fees	1	25				
	Adjustment, 1963 taxes, 1/1/63 to 2/19/63	29	48				
				215	85		
To	Baltimore Federal Savings & Loan Association,						
	Mortgagee, on account of Mortgage Claim			13,343	65		
						14,105	00
	Balance due on Mortgage, as per claim filed	15,308	59				
	Interest, 4½%, on principal balance, $14,949.99 from 1/12/63 to 5/6/63	276	37				
		15,584	96				
	Credit amount allowed above	13,343	65				
	This amount subject to decree in personam	2,241	31				

BOOK 146 PAGE 197

Docket 20 Folio 450
Case No. 15,402
Filed

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

EARL V. MALLON and ANNA U. MALLON, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 5th day of March A.D. 1956 the defendants executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $10,135.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That your Petitioner files herewith an affidavit by DWIGHT F. BRUNK, President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, concerning the Military Status of the defendants herein, who are the present owners of the mortgaged property, which affidavit is marked "PETITIONER'S EXHIBIT NO. 2," and prayed to be taken as a part of this petition.

That default has now occurred in the performance of the covenants of said mortgage and in the payment of the debt now due to the plaintiff and secured by the aforesaid mortgage.

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

And as in duty, &c.

William F. Podlich

Attorney for Plaintiff

FILED
JAN 28 AM 9:24

Form No. 1—CITY OR COUNTY FEE OR LEASEHOLD

PETITIONER'S EXHIBIT NO. 1

LIBER 1007 PAGE 27 No. 15,402

BOOK 146 PAGE 198

This Mortgage, made this 5th day of March, in the year one thousand nine hundred and fifty-six, between EARL V. MALLON and ANNA U. MALLON, his wife, - of - - - - - Anne Arundel County - - - - - - - - - - - , in the State of Maryland, Mortgagor(s), and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Aurora Federal Savings and Loan Association has this day loaned to said EARL V. MALLON and ANNA U. MALLON, his wife, - the sum of TEN THOUSAND ONE HUNDRED THIRTY-FIVE and no/100 ($10,135.00)- - - - dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of five & one-half (5½%) per cent per annum, in the manner following:

By the payment of Sixty-two and 25/100 ($62.25)- - - - - - - - - - - - - - dollars on or before the twentieth day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

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

AND WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six months' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s).

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

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said EARL V. MALLON and ANNA U. MALLON, his wife, - - - - - - - - - - - - - - - do(th) grant, convey and assign unto said Aurora Federal Savings and Loan Association, its successors and assigns, all that land and premises situate and lying in the Third Election District of Anne Arundel County, in the - State of Maryland, and described as follows:

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Seventeen (117), fronting on the west side of Montgomery Drive, as shown on the Plat of Section Three (3) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 33. The improvements thereon being now known as No. 1204 Montgomery Drive.

BEING THE SAME lot of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from The Dixie Corporation unto the Mortgagors herein.

FILED

JAN 28 AM 9:24

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

1) One (1) FRIGIDAIRE Washer.

2) One (1) FRIGIDAIRE Dryer.

~~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, forever~~ during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of One Hundred Eight ($108.00) Dollars, payable in even and equal half-yearly installments on the 14th days of February and August in each and every year.

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

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

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

III. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

IV. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.

V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.

VI. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the twentieth day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

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

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

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

X. That, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the mortgagor(s), who hereby agree(s) to pay to the said attorney, a fee of thirty-five dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

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

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she, it or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the hands and seals of said Mortgagors.

TEST:

Thelma B. Breeden
(Thelma B. Breeden)

Earl V. Mallon (SEAL)
Earl V. Mallon

Anna U. Mallon (SEAL)
Anna U. Mallon

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 5th day of March in the year one thousand nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared EARL V. MALLON and ANNA U. MALLON, his wife - - - - - - - - - - - - , the mortgagor(s), named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared, - JOHN L. FISHER - President of Aurora Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

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

My commission expires on May 6, 1957

Rec'd for record Mar 8 1956, at 2:05 P.M.
Mailed to Podlich & Podlich

③ M

MORTGAGE

FROM

EARL V. MALLON and

ANNA U. MALLON, his wife

TO

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Block No.....

Received for record 8 MARCH 19 56 at 2:05 o'clock P M.

Same day recorded in Liber 1007 folio 27 &c. one of the Land Records of BALTO and examined per GEORGE T. CROMWELL, Clerk.

Cost of Record $ 7.00

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

Property:
Lot No. 117, Sect. 3, LEHIGH
(No. 1204 Montgomery Drive)

Description approved

Execution approved

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

PETITIONER'S EXHIBIT NO. 2

BOOK 146 PAGE 202

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

EARL V. MALLON and ANNA U. MALLON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

Docket 20 Folio 450

Case No. 15,402

Filed

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared DWIGHT F. BRUNK, Vice-President of Aurora Federal Savings and Loan Association, a body corporate, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

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

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

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

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

Dwight F. Brunk *Affiant.*

Subscribed and sworn to before me this 25th day of January 19 63.

Notary Public

THELMA B. [illegible]

FILED

1963 JAN 28 AM 9:24

6

STATEMENT OF MORTGAGE CLAIM

BOOK 146 PAGE 203

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

EARL V. MALLON and

ANNA U. MALLON, his wife

DOCKET 20 FOLIO 450
CASE NO. 15,402
FILED .....

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the mortgage from the above named Defendants to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, dated the 5th day of March, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1007, Folio 27, secured by the leasehold premises therein more fully described.

Original loan	$ 10,135.00
Amount repaid	1,458.68
Loan Balance	$ 8,676.32
Interest to 2/25/63	227.10
Expense Account deficit	18.85
	$ 8,922.27

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Dwight F. Brunk, President

Aurora Federal S. & L. Association INCORPORATED 1895

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 25th day of January in the year nineteen hundred and sixty-three, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared

DWIGHT F. BRUNK

~~Vice~~-President of Aurora Federal Savings and Loan Association, a body corporate, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

FILED JAN 28 AM 9:24

As witness my hand and Notarial Seal,

Thelma B. Breeden *Notary Public.*

1

BOOK 146 PAGE 204

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

CASE No. .....

FILED .....

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

EARL V. MALLON and

ANNA U. MALLON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

DECREE FOR SALE OF MORTGAGED PREMISES

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

IT IS THEREUPON, this 28th day of January in the year nineteen hundred and sixty-three by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that WILLIAM F. PODLICH be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $9,000.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such ~~daily~~ weekly newspaper or newspapers published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon obtaining the ratification of the sale by this Court; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, and recorded, according to law, convey to the purchaser(s) his, her or their personal representatives and assigns, the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse
Judge

FILED
1963 JAN 28 PM 4:06

8

BOOK 146 PAGE 205

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
vs.	:	
EARL V. MALLON and ANNA U. MALLON, his wife	:	DOCKET 20 - FOLIO 450 CASE NO. 15,402
	:	

PETITION FOR APPOINTMENT OF SUBSTITUTED TRUSTEE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of WILLIAM F. PODLICH, Trustee, respectfully shows unto Your Honor:

1- That he was appointed Trustee in the above entitled foreclosure proceedings by Decree of this Honorable Court signed on January 28, 1963.

2- That the property described in the mortgage filed in this cause is advertised to be sold on Monday, February 25, 1963, at 2:30 o'clock, PM.

3- That your petitioner, Trustee to conduct the foreclosure proceedings and to make sale of said property, finds that it will be impossible for him to be present at said sale, as he will be temporarily without the jurisdiction at that time.

WHEREFORE, your Petitioner prays Your Honor to pass an Order appointing his associate, ROBERT F. PODLICH, as Substituted Trustee in the premises, in his place and stead to make said sale and conduct said foreclosure proceedings.

AND, as in duty bound, etc.

William F. Podlich

William F. Podlich, Petitioner-Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 29th day of January, 1963, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared WILLIAM F. PODLICH, Trustee, 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 his knowledge and belief.

WITNESS my hand and Notarial Seal.

Elsie Curtis

Notary Public

ELSIE CURTIS

NOTARY PUBLIC BALTIMORE, MD. ELSIE CURTIS

FILED

1963 JAN 31 AM 10:15

9

BOOK 146 PAGE 206

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	IN THE CIRCUIT COURT
vs.	:	FOR ANNE ARUNDEL COUNTY IN EQUITY
EARL V. MALLON and ANNA U. MALLON, his wife	:	DOCKET 20 - FOLIO 450 CASE NO. 15,402

O R D E R

Upon the aforegoing petition and affidavit, it is this 31st day of January, 1963, O R D E R E D by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY, that ROBERT F. PODLICH, be and he is hereby appointed Substituted Trustee in the place and stead of WILLIAM F. PODLICH, the Trustee heretofore appointed by Decree passed in this cause on January 28, 1963; said ROBERT F. PODLICH, Substituted Trustee, to make sale of the mortgaged property referred to in said cause, and to conduct said foreclosure proceedings; provided, however, that the said Substituted Trustee, before making said sale, shall file with the Clerk of this Court an approved bond in the sum of $9,000.00, as required under said Decree.

D. Bruce Dunbar

JUDGE

FILED

1963 FEB -1 AM 10:57

10

Substituted
Judicial 10—MARYLAND—TRUSTEE TO SELL

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

Bond 16 132 63

No. 15 402 Equity

LIBER 11 PAGE 562

BOOK 146 PAGE 207

Aurora Federal Savings and Loan Association

versus

Earl V. Mallon and Anna U. Mallon, his wife

Substituted
BOND OF TRUSTEE TO SELL
Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, Robert F. Podlich, Aurora Federal Building, Baltimore 1, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand and 00/100 - 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 19th day of February in the year of our Lord one thousand, nine hundred and sixty-three.

WHEREAS THE ABOVE BOUNDEN Robert F. Podlich

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Substituted trustee to sell Real Estate mentioned in the proceedings in the case of

Aurora Federal Savings and Loan Association

versus

Earl V. Mallon and Anna U. Mallon, his wife

now pending in said Court.

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

Witness: Elsie Curtis

Robert F. Podlich (SEAL)
Robert F. Podlich

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

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

Carol A. Schleupner
Witness as to Surety

Bond approved this 20th day of February, 1963

Louis N. Phipps, Clerk

FILED

1963 FEB 20 AM 10: 01

11

WILLIAM F. PODLICH Solicitor
301 Aurora Federal Building
Baltimore 1, Maryland

Trustee's Sale

Of Valuable Leasehold Property

SITUATED IN LEHIGH, THIRD DISTRICT OF ANNE ARUNDEL COUNTY
KNOWN AS
1204 MONTGOMERY DRIVE

By Decree of the CIRCUIT COURT OF ANNE ARUNDEL COUNTY, passed in a cause entitled "AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION vs. EARL V. MALLON and ANNA U. MALLON, his wife," the undersigned will sell, at Public Auction, upon the premises on —

Mon., Feb. 25, 1963 at 2:30 O'clock, P.M.,

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

ALL that lot of ground and premises known and designated as Lot Numbered One Hundred Seventeen (117) fronting on the west side of Montgomery Drive, as shown on the Plat of Section Three (3) of LEHIGH, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 26, Folio 33. The improvements thereon being now known as No. 1204 Montgomery Drive.

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

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

Terms of Sale: A CASH DEPOSIT of $500.00 will be required of the purchaser at the time and place of sale; balance of purchase price to be paid IN CASH upon ratification of sale by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, in Equity; balance to bear interest at six per cent from date of sale. Cost of Federal and State Documentary Stamps, and Transfer Taxes, if any, to be borne by the Buyer. All taxes, ground rent and other expenses, including annually accruing Sanitary District charges for water and sewer service, if any, and all annual benefit charges or assessments imposed for public improvements of any kind or character, shall be adjusted to the date of sale.

ROBERT F. PODLICH,
Substitute Trustee

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

F-21

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 208

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 25, 1963

We hereby certify, that the annexed

Trustee's Sale

15,402

Earl V. Mallon

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of February, 1963. The first insertion being made the 31st day of January, 1963

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 FEB 27 PM 4:06

By H. Tilghman

BOOK 146 PAGE 209

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR ANNE ARUNDEL COUNTY
EARL V. MALLON and ANNA U. MALLON, his wife	:	DOCKET 20 FOLIO 450
		CASE NO. 15402

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 25th day of February, 1963, the undersigned Auctioneer did sell the leasehold property known as No. 1204 Montgomery Drive, LEHIGH, (as described in the attached Advertisement of Sale), in the Third Election District of Anne Arundel County, and being the property described in the Advertisement of the Public Sale of said property published in THE MARYLAND GAZETTE unto Aurora Federal Savings and Loan Association at and for the sum of Seventy Five Hundred Dollars, said purchaser being, at that figure, the highest bidder therefor.

IT IS FURTHER CERTIFIED THAT, at the time of sale, a copy of the aforementioned Advertisement was delivered to said purchaser and that the said sale was fairly made.

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

By Henry C. Miller

President-Auctioneer

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did, on the 25th day of February, 1963, purchase the leasehold property described in the aforegoing Certificate of Auctioneer, from ROBERT F. PODLICH, Substituted Trustee, at and for the sum of Seventy Five Hundred Dollars of which the sum of Five Hundred and 00/100 ($500.00) Dollars was paid on account to said Substituted Trustee; and the undersigned hereby agrees to comply with the terms of sale, as set forth in said Advertisement of Sale, a copy of which was delivered to the undersigned by the Auctioneer who conducted the said sale.

Aurora Federal Savings & Loan Assn.

By J. [illegible] Agent

FILED

1963 MAR -1 PM 12:41

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BOOK 146 PAGE 210

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 25 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 L C Thomas, purchaser at the foreclosure sale in this cause, and made oath in due form of law (~~that he is the purchaser and purchased the same as principal and not as agent for anyone~~) (that he is the agent for the purchaser, Aurora Federal Savings & Loan Association,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Aurora Federal Savings & Loan Assn (SEAL)
Purchaser
By L C Thomas, Agent

HARRY G. MILLER NOTARY PUBLIC BALTIMORE

Notary Public

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BOOK 146 PAGE 211

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR ANNE ARUNDEL COUNTY
EARL V. MALLON AND ANNA U. MALLON, his wife	:	IN EQUITY DOCKET 20-FOLIO 450- CASE NO. 15,402

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of ROBERT F. PODLICH, Substituted Trustee appointed by an Order of the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, in Equity, passed on January 31, 1963, under the Decree in the above entitled cause, to make sale of the leasehold premises No. 1204 Montgomery Drive (Lot No. 117, Plat of Section Three of LEHIGH, in the 3rd Election District of Anne Arundel County), in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in THE MARYLAND GAZETTE, a weekly newspaper published in said County for more than three successive weeks preceding the day of sale, said Substituted Trustee, ROBERT F. PODLICH, did, pursuant to said notice, on Monday, the 25th day of February, 1963, at 2:30 o'clock, P.M., attend on the premises and then and there sold at Public Auction the property above referred to unto AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION for the sum of Seven Thousand Five Hundred and 00/100 ($7,500.00) Dollars, it being at that figure the highest bidder therefor, to be paid IN CASH upon ratification of said sale; the said property so sold being more particularly described in a copy of the Advertisement of Sale, which has been filed herein as a part of the Certificate of Publication thereof, executed by THE CAPITAL-GAZETTE PRESS, INC., and which is prayed to be taken as a part of this Report.

And the said Substituted Trustee further reports that he has received from the purchaser the deposit of Five Hundred and 00/100 ($500.00) Dollars required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, same being as set out in said advertisement annexed hereto.

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1963 MAR-1 PM 12:41

15

Said Substituted Trustee reports further that said property so sold was not owned by any individual whose Military Status could or might affect the right of said Substituted Trustee to make said sale.

Said Substituted Trustee files herewith the purchaser's affidavit pursuant to the Maryland Rules and a Certificate of the Auctioneer who conducted said sale, and a Certificate of the purchaser of the aforementioned property, which Certificates are prayed to be taken as a part of this Report of Sale.

AND, as in duty bound, etc.

Robert F. Podlich (SEAL)
Robert F. Podlich, Substituted Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 28th day of February, 1963, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared ROBERT F. PODLICH, Substituted Trustee, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Elsie Curtis
Notary Public

ELSIE CURTIS

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

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ORDER NISI

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

EARL V. MALLON and ANNA U. MALLON, his wife

BOOK 146 PAGE 213

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,402 Equity

Ordered, this 1st day of March, 1963, That the sale of the property in these proceedings mentioned made and reported by Robert F. Podlich, Substituted Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of April next.

The report states that the amount of sale was $ 7,500.00

Louis W. Phipps Clerk.

True Copy,

TEST: Clerk.

William F. Podlich, Atty.

Maryland Gazette (for Mar. 7 edition)

(Final Order)

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

EARL V. MALLON and ANNA U. MALLON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of April, 1963 that the sale made and reported by the substituted Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the substituted Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bowie Duckett

JUDGE.

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OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 214

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 29, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,402

Earl V. Mallon

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of April, 1963. The first insertion being made the 7th day of March, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 15,402 Equity

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

EARL V. MALLON and ANNA U. MALLON, his wife

Ordered, this 1st day of March, 1963, That the sale of property in these proceedings mentioned made and reported by Robert F. Podlich, Substituted Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of April next.

The report states that the amount of sale was $7,500.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

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No. M. G. 34743

18

In the Case of BOOK 146 PAGE 215

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION,
a body corporate

VS.

EARL V. MALLON and ANNA U. MALLON, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 15,402 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.
April 23, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 9th day of May, 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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Dr. AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, vs.
EARL V. MALLON and ANNA U. MALLON, his wife,

BOOK 146 PAGE 216

In Acct. with ROBERT F. PODLICH, Substituted Trustee

					Cr.	
1963						
Feb.	25	Proceeds of Sale	7,500	00		
		Interest on deferred payment of $7,000.00				
		from 2/25/63 to 4/15/63	57	17	7,557	17
					7,557	17
		To Trustee for fee, viz:	35	00		
		To Trustee for commissions, viz:	256	72	291	72
		To Trustee for Court Costs, viz:				
		Plaintiff's solicitors appearane fee	10	00		
		Clerk of Court - Court costs	28	00		
		Auditor - stating this account	22	50	60	50
		To Trustee for expenses, viz:				
		Maryland Gazette - advertising sale	77	00		
		Maryland Gazette - Order nisi, sale	15	00		
		E.T.Newell & Co.,Inc. - auctioneer fee	25	00		
		U.S.Fidelity & Guaranty Co.-bond premium	18	00		
		1963 County & State taxes, adj. (216.99) 1/1/63 to 2/25/63	32	55		
		1963 Water & Sewer Assessment adj. (65.36) 1/1/63 to 2/25/63	9	80		
		Metered water rent	13	70		
		Ground Rent adj.-8/14/62 to 2/25/63 (108.00)	57	30		
		Elsie Curtis - notary fees	2	00	250	35
		To Aurora Federal Savings & Loan Assn.				
		this balance on account of claim filed	6,954	60	6,954	60
					7,557	17

Amount of Mortgage claim filed	8,922	27	
Interest on principal balance of $8,676.32			
from 2/25/63 to 5/8/63 - 72 days @ 5½%	94	01	
	9,016	28	
Cr.- amount allowed above	6,954	60	
Balance subject to decree in personam	2,061	68	

RICHARD G. LAMB and DAVID K. LAMB, infants, by their mother, next friend and guardian, Marian K. Lamb 9 Stehle Street Annapolis, Maryland	:	IN THE
OLIVIA M. LAMB, Widow 830 Monroe Street Annapolis, Maryland	:	CIRCUIT COURT
HAROLD M. LAMB and BARBARA T. LAMB, his wife 6215 Rolfe Avenue Norfolk, Virginia	:	FOR ANNE ARUNDEL COUNTY No. 15,309
CHARLES E. LAMB and MARILYN A. LAMB, his wife 20 Merrymount Road Baltimore 10, Maryland	:	
CHARLES E. LAMB, as Trustee for Katherine E. Lamb Shrimpton 20 Merrymount Road Baltimore 10, Maryland	:	
KATHERINE E. SHRIMPTON 532 Coventry Road Baltimore, Maryland	:	
Plaintiffs	:	
vs.	:	
JOHN E. LOWELL and MARJORIE R. LOWELL, his wife 149 Monticello Avenue Annapolis, Maryland	:	
and	:	
CHRISTOPHER SHRIMPTON PAUL SHRIMPTON JANE SHRIMPTON and JILL SHRIMPTON 532 Coventry Road Baltimore, Maryland	:	
Defendants	:	
:	:	:

BILL OF COMPLAINT

The Bill of Complaint of Richard G. Lamb and David K. Lamb, infants, by their mother, next friend and guardian Marian K. Lamb, Olivia M. Lamb, Widow, Harold M. Lamb, Barbara T. Lamb, Charles E. Lamb, Marilyn A. Lamb, Charles E. Lamb as

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Trustee for Katherine E. Lamb Shrimpton and Katherine E. L. Shrimpton, Plaintiffs, by John H. Hopkins, IV, George L. Clarke and Buckmaster, White, Mindel & Clarke, their solicitors, respectfully represent:

1. That Reginald C. Lamb, Sr., late of Annapolis, Anne Arundel County, Maryland, deceased, was, in his lifetime and at the time of his death, seized and possessed, in fee simple, absolutely, of certain real property lying in the City of Annapolis, State of Maryland, and known as No. 149 Monticello Avenue.

2. The said property was acquired by the said Reginald C. Lamb, Sr. by Deed dated the 29th day of March, 1927, from Harold B. Scarborough and Bessie T. Scarborough, his wife, to the said Reginald C. Lamb and Ruby Moore Lamb, his wife. A certified copy of said Deed is attached hereto as Exhibit A and prayed to be taken as part hereof.

3. That the said Ruby Moore Lamb died on March 30, 1950; and, thereafter, the said Reginald C. Lamb, her surviving husband, married Olivia M. Lamb, one of the Plaintiffs herein.

4. The said Reginald C. Lamb died on July 22, 1953 and left him surviving his widow, the said Olivia M. Lamb, his sons, Harold M. Lamb, Charles E. Lamb, his daughter, Katherine E. Lamb Shrimpton, and six grandchildren, David K. Lamb, born August 28, 1946, and Richard G. Lamb, born August 28, 1946, children of Reginald C. Lamb, Jr. (who died June 30, 1947) and Marian K. Lamb, and Christopher Shrimpton, born October 5, 1955, Paul Shrimpton, born May 15, 1957, Jane Shrimpton born June 19, 1959 and Jill Shrimpton, born July 18, 1960, children of Katherine E. Lamb Shrimpton and Peter E. H. Shrimpton.

5. That the said Reginald C. Lamb, Sr., left a Will dated the 1st day of June, 1953, which was duly probated and

Letters Testamentary granted to Charles E. Lamb, one of the Plaintiffs herein, by the Orphans' Court of Anne Arundel County on the 4th day of August , 1953. A certified copy of said Will is attached hereto as Exhibit B and prayed to be taken as part hereof.

6. Paragraphs FIFTH, EIGHTH, NINTH and TENTH of the said Last Will and Testament of Reginald C. Lamb, Sr., provide as follows:

> "FIFTH. I hereby devise to my wife, Olivia M. Lamb, until she remarries, a life estate in my property known as 149 Monticello Avenue, and more fully described in a deed recorded in the Land Records of Anne Arundel County in Liber F.S.R. No. 11, folio 380. My wife, Olivia M. Lamb shall not have the power to sell, mortgage or in anywise dispose of or encumber said property. On the death or remarriage of my wife, said property is to go into my residual estate. It is also a condition of this devise that my daughter, Katherine Elizabeth Lamb, be allowed to live in said property until she marries.
>
> "EIGHTH. All of the rest, residue and remainder of my property, of whatsoever kind, nature and description, and wheresoever situate, and whether acquired before or after the making of this last will and testament, of which I may die seized or possessed, or that may be capable of testamentary disposition by me (including any power of appointment that I may be entitled to exercise), I give, bequeath and devise to my four children, Reginald C. Lamb, Jr., (deceased), Harold Moore Lamb, Charles Edwin Lamb, and Katherine Elizabeth Lamb, share and share alike, subject to the directions hereinafter contained; but if any of my children shall predecease me, that portion of the residuary estate to which such child would be entitled if surviving me, shall pass to the lineal descendants of such child or children, living at the time of my death, share and share alike, per stirpes and not per capita. Also, my daughter's, Katherine Elizabeth Lamb, share of my residuary estate is to be held for her in trust as hereinafter provided.
>
> "NINTH. I hereby nominate and appoint my son, Charles Edwin Lamb, as trustee of my daughter's, Katherine Elizabeth Lamb, share in my residuary estate.
>
> "TENTH. It shall be the duty of the hereinbefore appointed Trustee to hold, manage, invest, reinvest and keep invested, the subject matter of the trust, and to collect and receive the income thereof, and, after paying from such income the taxes and

other disbursements and charges incident to such trust and trust estate properly chargeable against the income, to apply the residue thereof, or net income of such estate, to the use of my said daughter, Katherine Elizabeth Lamb, during her life, such application to be made to her actual personal and beneficial use, separate and apart from, and free from the debts, control or interference of any husband she may at any time have, and such application to be when and as such income, after it shall have accrued, shall be on hand for application, and not by way of anticipation, and no disposition, charge or incumbrance of such income, or of any part thereof, by my said daughter, by way of anticipation, shall be of any validity or legal effect or be in any wise regarded by the trustee.

7. On October 18, 1961, Charles E. Lamb, Executor of the Estate of Reginald C. Lamb, as aforesaid, entered into a contract to sell Lots 1 and 2 and part of Lots 7 and 8, Spa View Heights, lying in the Sixth Election District of Anne Arundel County, Maryland, being a portion of the land owned by Reginald C. Lamb and conveyed by him by the Deed attached hereto as Exhibit A and more fully described as follows:

BEGINNING for the same at an iron pipe there found at the intersection of the westernmost side of Monticello Avenue (formerly Fifth Street) and the northernmost side of Stehle Street; said pipe found being the northeasternmost corner of Lot Number 1, Block G, as shown on a Plat of a Resurvey, Part of Spa View Heights, and filed among the plat records of Anne Arundel County in Plat Book 7, Page Number 37; said Lot Number 1 being part of the conveyance by Harold B. Scarborough and wife to Reginald C. Lamb and wife by deed dated March 29, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 11, folio 380; thence leaving said beginning point so fixed and running with said conveyance and Lots Numbers 1 & 2 with the westernmost side of Monticello Avenue South 24 degrees 18 minutes 30 seconds East 90.0 feet to an iron pipe there found at the intersection of the lot line between Lots Numbers 2 & 3 with the westernmost side of Monticello Avenue; thence leaving said Monticello Avenue and running with the Lot Line between Lots Numbers 2 & 3 South 66 degrees 03 minutes West 120.0 feet to a common corner of Lots Numbers 8 & 9 and 2 & 3; thence leaving said Lot Line of Lots Numbers 2 & 3 and running with part of the Lot Line between Lots Numbers 8 & 9, continuing South 66 degrees 03 minutes West 2.0 feet to an iron pipe now set; thence leaving Lot Line and running through Lots Numbers 8 & 7, as now surveyed, North 24 degrees 18 minutes 30 seconds West 90.0 feet to an iron pipe now set on the southernmost side of Stehle Street; thence running with the southern-

most side of Stehle Street North 66 degrees 03 minutes East 2.0 feet to the Lot Line between Lots Numbers 1 & 7; thence leaving Lot Number 7 and running with the northernmost line of Lot Number 1, continuing North 66 degrees 03 minutes East 120.0 feet to the place of beginning. Containing 0.252 acres, more or less. According to a survey and plat made by Edward Hall, III, Registered Land Surveyor, in May 1962.

BEING all of Lots Numbers 1 & 2 and part of Lots Numbers 7 & 8, Block G, as shown on the plat entitled "Resurvey, Part of Spa View Heights", and filed among the Plat Records of Anne Arundel County, Maryland, in Plat Book 7, Plat Number 37.

BEING also part of the conveyance by Harold B. Scarborough and Bessie T. Scarborough, his wife, to Reginald C. Lamb and Ruby Moore Lamb, his wife, by deed dated March 29, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 11, folio 380.

to the Defendants John E. Lowell and Marjorie R. Lowell, his wife, at and for the price of $26,000 on the terms and conditions therein set forth. A photostatic copy of said Contract is attached hereto as Exhibit C and prayed to be taken as a part hereof.

8. After the said contract of October 18, 1961 was entered into between the Plaintiff, Charles E. Lamb, as Executor as aforesaid, and the Defendants, John E. Lowell and Marjorie R. Lowell, his wife, it was ascertained that the said Executor had no authority to sell or convey the interests of the other Plaintiffs in the premises and, in order to consummate the transaction, a new Agreement was entered into between all of the parties in interest and the said purchasers, the Defendants, John E. Lowell and Marjorie R. Lowell. A copy of the new Agreement is attached hereto as Exhibit D and is prayed to be taken as a part hereof.

9. The Defendants, John E. Lowell and Marjorie R. Lowell, his wife, have been in possession of the premises since November 15, 1961, have made substantial improvements thereto and are satisfied to take title thereto in accordance with the terms and conditions of said Exhibit D upon

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ratification of said contract by this Honorable Court.

10. That the Plaintiffs have entered into another contract, dated October 16 , 1962, under which they have agreed to sell and convey to Marian K. Lamb, individually, widow of Reginald C. Lamb, Jr., for the price of $1,000, the remaining portions of Lots 7 and 8, which originally belonged to the said Reginald C. Lamb, Sr., under the Deed attached hereto as Exhibit A, which said premises are more fully described as follows:

> BEGINNING for the same on the southernmost side of Stehle Street at the end of the first line of the conveyance by Reginald C. Lamb and wife to Marian K. Lamb by deed dated May 26, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 685, folio 277; said beginning point being distant North 66 degrees 03 minutes East 90.0 feet from the intersection of the southernmost side of Stehle Street with the easternmost side of High Street (now known as Archwood Avenue) as shown on a plat prepared by Robert L. Burwell, C.E., dated January 20, 1930, entitled "Resurvey, Part of Spa View Heights"; thence leaving said beginning point so fixed and said conveyance to Marian K. Lamb and running with the southernmost side of Stehle Street North 66 degrees 03 minutes East 28.0 feet to an iron pipe now set; thence leaving said Stehle Street and running through Lots Numbers 7 & 8, Block G, for a new divisional line South 24 degrees 18 minutes 30 seconds East 90.0 feet to an iron pipe now set in the divisional line between Lots Numbers 8 & 9, Block G; thence running with part of said line South 66 degrees 03 minutes West 28.0 feet to the end of the second line of said conveyance to Marian K. Lamb; thence leaving said divisional line between Lots Numbers 8 & 9 and running reversely with the second line of said conveyance to Marian K. Lamb through Lots Numbers 8 & 7 North 24 degrees 18 minutes 30 seconds West 90.0 feet to the place of beginning.
>
> BEING part of Lots Numbers 7 & 8, Block G, as shown on said plat of a Resurvey of Part of Spa View Heights filed among the Plat Records of Anne Arundel County, Maryland, in Plat Book 7, Plat Number 37.
>
> BEING also part of the conveyance by Harold B. Scarborough and Bessie T. Scarborough, his wife, to Reginald C. Lamb and Ruby Moore Lamb, his wife, by deed dated March 29, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 11, folio 380.

A copy of said contract is attached hereto as Exhibit E and is prayed to be taken as part hereof.

11. That the property sold by the Plaintiffs herein and more fully described in Paragraphs 7 and 10 above, cannot be divided without loss or injury to the parties interested and it would be advantageous to the parties concerned that the said properties be sold, for the purpose of partition, to the Defendants, John E. Lowell and Marjorie R. Lowell, his wife, and to the Plaintiff, Marian K. Lamb, respectively, in lieu of a partition in kind thereof.

12. That in order for this Honorable Court to pass upon the contracts attached hereto as Exhibit D and Exhibit E, the Plaintiffs believe and therefore aver that the above quoted portion of the Last Will and Testament of Reginald C. Lamb require construction, more particularly, as follows:

(a) While Paragraph FIFTH of said Will purports to convey only a life estate in the Plaintiff, Olivia M. Lamb, it also provides that "Olivia M. Lamb shall not have the power to sell, mortgage or in anywise dispose of or encumber said property". It is the contention of the Plaintiffs that this restriction was only intended to prohibit a disposition of the remainder interest in the said property and should not be construed to impair the ability of the Plaintiff, Olivia M. Lamb, to dispose of her life interest under the contracts forming the subject of these proceedings.

(b) The Plaintiffs believe that Paragraphs EIGHTH, NINTH and TENTH, inclusive, should be construed to create vested remainders, upon the death of the testator, in David K. Lamb and Richard G. Lamb (the infant children of "Reginald C. Lamb, Jr. (deceased)'), Harold Moore Lamb, Charles Edwin Lamb and Katherine Elizabeth Lamb (now Katherine Elizabeth Lamb Shrimpton); but that the share of Katherine Elizabeth Lamb Shrimpton is to be held in trust during her

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lifetime. Upon her death, however, the Plaintiffs believe and therefore aver, the interest of the said Katherine Elizabeth Lamb Shrimpton would vest in those taking through her, either in intestacy or as specified in her Last Will and Testament.

(c) The Plaintiffs also contend, in respect to the share of the said Katherine Elizabeth Lamb Shrimpton, that Charles Edwin Lamb, as Trustee for the said beneficiary, has full authority to sell the said beneficiary's interest in No. 149 Monticello Avenue, Annapolis, Maryland, and has the duty to invest the proceeds so derived for the benefit of the said Katherine Elizabeth Lamb Shrimpton and to pay over the same for her use during her lifetime as provided in Paragraph TENTH of said Will.

TO THE END, THEREFORE:

(a) That a sale may be made of the properties hereinabove described in lieu of a partition in kind;

(b) That the said Contracts of Sale dated November 16, 1962, and October 16, 1962, and more fully described in Paragraphs 8 and 10, may be ratified and confirmed;

(c) That a Trustee may be appointed to consummate the said Contracts of Sale and, upon payment of the purchase price therein provided, to execute Deeds to said properties to the Defendants, John E. Lowell and Marjorie R. Lowell, his wife, and to the Plaintiff, Marian K. Lamb, respectively, the purchasers under the said Contracts of Sale;

(d) That a guardian ad litem be appointed to represent the infant Defendants, Christopher Shrimpton, Paul Shrimpton, Jane Shrimpton and Jill Shrimpton; and

(e) That the Plaintiffs may have such other and

further relief as the nature of their case may require.

AND, AS IN DUTY BOUND, ETC.

John H. Hopkins, IV
15 School Street
Annapolis, Maryland
COlonial 3-3551

George L. Clarke

Buckmaster, White, Mindel & Clarke
2610 Maryland National Bank Building
Baltimore 2, Maryland
MUlberry 5-6747

THIS DEED made this 29th day of March in the year Nineteen hundred and twenty seven by Harold B.Scarborough and Bessie T.Scarborough, his wife, of the first part and Reginald C. Lamb and Ruby Moore Lamb, his wife, of the seoond part, all of Anne Arundel County, in the State of Maryland. WITNESSETH:

That for and in consideration of the sum of Ten dollars, current money, in hand paid by the said parties of the second part to the said parties of the first part, at or before the execution and delivery of these preeents, the receipt whereof is hereby acknowledged, and for divers other good and valuable considerations, them thereunto moving, the said Harold B.Scarborough and Beesie T.Soarborough, his wife, have bargained and sold and by these presents do grant and convey unto the said Reginald C.Lamb and Ruby Moore Lamb, his wife, as tenants by entireties, their heirs and assigns, in fee simple; All those lots, pieces or parcels of ground situate, lying and being in the City of Annapolis, in that part thereof known as Spa View Heights formerly in the Second Election District of Anne Arundel County, designated as Lots Numbers One (1) two (2) seven (7) and eight (8) in Block "C" as laid down on the plat of Spa View Heights, recorded among the Flat Records of Anne Arundel County in C.W.No. 1 Section 3, folio 188, Lots Numbers One (1) and Two (2) fronting together ninety (90) feet on Fifth Street and having a depth therefrom on Stehle Street of One hundred and twenty feet, Lots Seven (7) and Eight (8) fronting together ninety feet on High Street and having a depth of one hundred and twenty feet and adjoining Lots Numbers One and Two in the rear. Being the eame property which was conveyed to the said Harold B.Scarborough and Beesie T.Soarborough, his wife, by Harry L.Ellinghausen and Elizabeth M.Ellinghausen, his wife et al by deed dated on the twentieth day of January in the year Nipeteen hundred and twenty three and recorded among the Land Reoords of Anne Arundel County in Liber W.N.W.No. 64, folio 218.

UPON the expreee oondition, however, that the said granteee, their heirs or assigne, ehall not erect any dwelling or other buildingson the lots hereby conveyed at a distanoe lees than twenty feet from the building line of the Streete on which said lots front.

TOGETHER with the buildings and improvements thereupon erected made or being and all and every the rights, roade, ways, watere, privileges, appurtenanoee and advantages to the same belonging or in anywiae appertaining.

TO HAVE AND TO HOLD the above deeoribed property with its appurtenanoee unto and to the proper uee and benefit of them the said Reginald C.Lamb and Ruby Moore Lamb, hie wife, ae tenante by entiretiee, their heirs and assigne, in fee simple.

AND the said parties of the first part covenant that they will warrant speoially the title to the property hereby conveyed and that they will execute suoh other and further assurancee thereof ae may be requisite.

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WITNESS the hands and seals of the abovenamed grantors on the day and in the year first above written.

Test:

William A.McAllen.

Harold B.Scarborough. (Seal)

Bessie T.Scarborough. (Seal)

State of_____ Sct:-

I hereby certify that on this 29th day of March in the year Nineteen hundred and twenty seven before me the subscriber a Justice of the Peace of the State of Maryland, in and for Worcester County aforesaid, personally appeared Harold B.Scarborough and Bessie T.Scarborough, his wife, and they acknowledged the aforegoing deed to be their act and deed.

WITNESS my hand and seal.

William A.McAllen.

(Seal of)
( )
(Justice of the Peace)

Justice of the Peace.

State of Maryland, County of Worcester, SS:

I hereby certify that William A.McAllen, Esquire, before whom the above acknowledgement appears to have been made and whose name appears thereto signed, was at the time the same bears date, a Justice of the Peace of the State of Maryland; residing in Snow Hill, in and for Worcester County aforesaid, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgements of deeds, or conveyances of lands, tenements or hereditaments in said State, I do further certify that I am well acquainted with the handwriting of said William A.McAllen and verily believe the above to be his genuine signature.

In testimony whereof I hereunto subscriber my name and affix the seal of the Circuit Court for Worcester County aforesaid, this 4th day of April, A.D. 1927.

Bessie Bowen.

Clerk of the Circuit Court

(Court Seal)

for Worcester County, Maryland.

Recorded April 7, 1927, 1:30 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing.....DEED.....is truly taken and copied from Liber F. S. R. ..... No. 11 ..... folio...380..... 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 23RD day of NOVEMBER A. D., 196 2

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Examiner's Exhibit A
Lantz et al. v. Cowell, et al
Equity 15309

Louis N. Phipps
Clerk of the Circuit Court for Anne Arundel County

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Exhibit B

June 1, 1953

BOOK 146 PAGE 229

KNOW YE BY THESE PRESENTS:

I, Reginald C. Lamb, residing within the City of Annapolis, Anne Arundel County, State of Maryland, being of sound and disposing mind, memory and understanding, do hereby revoke all wills and codicils, as well as all other instruments of a testamentary nature, heretofore made by me, and do hereby make, publish and declare this to be my last will and testament in manner and form following:

FIRST. I direct my executors, hereinafter designated, as soon after my death as shall be convenient, to pay all of my just debts and funeral and testamentary expenses.

SECOND. I give and bequeath the sum of five thousand ($5,000.00) dollars to my wife, Olivia M. Lamb, to be paid to her in cash by the executors of this testament out of one of the insurance policies on my life.

THIRD. I give and bequeath the benefits of an insurance policy valued at ten thousand ($10,000.00) dollars to my wife, Olivia M. Lamb. Said benefits to be paid to my wife, Olivia M. Lamb, at the rate of three and one half per cent (31/2%) per annum. On her death, the principal and any accrued interest to go into my residuary estate.

FOURTH. I give and bequeath to my wife, Olivia M. Lamb, the benefits of an annuity policy, which is to provide a yearly income for her for the rest of her natural life.

FIFTH. I hereby devise to my wife, Olivia M. Lamb, until she remarries, a life estate in my property known as 149 Monticello Avenue, and more fully described in a deed recorded in the Land Records of Anne Arundel County in Liber F. S. R. No. 1[illegible], folio [illegible]. [illegible] Lamb shall not have the power to sell, mortgage or in anywise dispose of or encumber said property. On the death or remarriage of my wife, said property is to go into my residual estate. It is also a condition of this devise that my daughter, Katherine Elizabeth Lamb, be allowed to live in said property until she marries.

Examiner's Exhibit B
Lamb, et al v. Lowell, et al
Equity No 15,309
John S. Rowe L. Exam

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SIXTH. I hereby give and bequeath to my wife, Olivia M. Lamb, all of the furnishings and fixtures now situate in my property at 149 Monticello Avenue with the exception of the china and silverware and one set of maple bedroom furniture.

SEVENTH. I hereby give and bequeath to my daughter, Katherine Elizabeth Lamb, all of her mother's, Ruby Moore Lamb, china and silverware and one set of maple bedroom furniture.

EIGHTH. All of the rest, residue and remainder of my property, of whatsoever kind, nature and description, and wheresoever situate, and whether acquired before or after the making of this last will and testament, of which I may die seized or possessed, or that may be capable of testamentary disposition by me (including any power of appointment that I may be entitled to exercise), I give, bequeath and devise to my four children, Reginald C. Lamb, Jr., (deceased), Harold Moore Lamb, Charles Edwin Lamb, and Katherine Elizabeth Lamb, share and share alike, subject to the directions hereinafter contained; but if any of my children shall predecease me, that portion of the residuary estate to which such child would be entitled if surviving me, shall pass to the lineal descendants of such child or children, living at the time of my death, share and share alike, per stirpes and not per capita. Also, my daughter's, Katherine Elizabeth Lamb, share of my residuary estate is to be held for her in trust as hereinafter provided.

NINTH. I hereby nominate and appoint my son, Charles Edwin Lamb, as trustee of my daughter's, Katherine Elizabeth Lamb, share in my residuary estate.

TENTH. It shall be the duty of the hereinbefore appointed trustee to hold, manage, invest, reinvest and keep invested, the subject matter of the trust, and to collect and receive the income thereof, and, after paying from such income the taxes and other disbursements and charges incident to such trust and trust estate properly chargeable against the income, to apply the residue thereof, or net income of such estate, to

the use of my said daughter, Katherine Elizabeth Lamb, during her life, such application to be made to her actual personal and beneficial use, separate and apart from, and free from, the debts, control or interference of any husband she may at any time have, and such application to be when and as such income, after it shall have accrued, shall be on hand for application, and not by way of anticipation, and no disposition, charge or incumbrance of such income, or of any part thereof, by my said daughter, by way of anticipation, shall be of any validity or legal effect or be in any wise regarded by the trustee.

ELEVENTH. I hereby nominate and appoint my two sons, Harold Moore Lamb and Charles Edwin Lamb, to be the executors of this last will and testament. Said executors shall not be required to give bond or other undertaking in order to qualify or serve as an executor hereunder. Said executors shall serve without compensation. Also, I hereby direct that the said executors shall have all of the powers conferred upon THEM by law in order to carry out the purposes of this testament, jointly and severally, in the absence of one, the other shall have the power to act alone.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this 1st day of June, 1953.

Reginald B. Lamb SEAL
Reginald C. Lamb

The above and foregoing instrument was, at the date thereof, signed, sealed, published, and declared by the said Reginald C. Lamb as and for his last will and testament, in the presence of us, who, at his request, and in his presence, and in the presence of each other, have subscribed our names as witnesses.

Ernest Hawkins
ERNEST HAWKINS
4 Steels Avenue
Annapolis, Maryland

BOOK 146 PAGE 232

Velma V. Bastion
Velma V. Bastion
9 Stehle Street
Annapolis, Maryland

STATE OF MARYLAND) SS
ANNE ARUNDEL COUNTY)

I, Douglas F. Lyons, a Justice of the Peace of the County and State aforesaid, do certify that Reginald C. Lamb, Ernest Hawkins, and Velma V. Bastion whose names are signed to the writing hereto annexed, bearing date of June 1, 1953 have this day acknowledged the same before me in the County and State aforesaid.

Given under my hand and Justice of the Peace seal this 1st day of June in the year nineteen hundred and fifty-three.

Douglas F. Lyons
Justice of the Peace

STATE OF MARYLAND

Anne Arundel County

I, GEORGE M. NUTWELL. Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will & Testament

of

Reginald C. Lamb *late of said County deceased* together with proof and probate *taken from* the original, which is filed, recorded and

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 23" *day of* November *in the year of our Lord, nineteen hundred and* sixty-two

George M. Nutwell
Register of Wills for Anne Arundel County

Anne Arundel County, Ss:

BOOK 146 PAGE 233

On the 29 day of July, 1953 came Charles E. Lamb and made Oath in due form of law, that he does not know of any Will or Codicil of Reginald C. Lamb late of said County, deceased, other than the above instrument of writing, and that he received the same from Douglas Lyons Atty. on July 29, 1953 and said Testator died on ~~or about~~ the 28th day of July, 1953.

Sworn to

TEST: R Glenn Prout
Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 29 day of July, 1953 came Velma V. Bastian and Ernest Hawkins subscribing witnesses to the aforegoing last Will and Testament of Reginald C. Lamb late of said County, deceased, and made oath in due form of law, that they did see the Testator sign and seal this Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that he together with [illegible] subscribed their name as witnesses to this Will in his presence, at his request and in the presence of each other.

Sworn to

TEST: R Glenn Prout

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Reginald C. Lamb, late of said County, deceased, ~~together with the codicil thereunto attached~~, and also the evidence adduced as to its validity, orders and decrees this 4 day of August, 1953, that the same be admitted in this Court as the true and genuine last Will and Testament ~~and Codicil~~ of the said Reginald C. Lamb, deceased.

JUDGES
Owain E. Owens
Charles G. Hill
Joseph O. Fowler

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Exhibit C

HOWARD B. McELWAIN, Jr. COMPANY
18 WEST STREET, ANNAPOLIS, MD.
CO-7-8143

BOOK 146 PAGE 234

CONTRACT OF SALE

THIS AGREEMENT, made this 18th day of October 1961, by and between CHARLES E. LAMB, Executor of Estate of Reginald C. Lamb, - - party of the first part, hereinafter called SELLER, and JOHN E. LOWELL & MARJORIE R. LOWELL, his wife, parties of the second part, hereinafter called BUYER

Witnesseth: that the said Seller hereby bargains and sells unto the said Buyers, and the Buyers do hereby purchase from the Seller — subject to any covenants and restrictions of record, easements and public utilities agreements of record (if any) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX the following described property situate and lying in Anne Arundel County, State of Maryland, in the Sixth Election District, City of Annapolis, being the property known as 149 Monticello Avenue, at the corner of Stehle Street, having a lot size of 90' more orless X 120 ' more or less, improved by a one and one-half story masonry dwelling and detached garage, all in fee simple, being further described in Liber FSR 11, Folio 380, as now recorded in the Land Records of Anne Arundel County, State of Maryland.

INCLUDED IN THIS SALE ARE: Gas burner, screens and storm windows now on premises, curtain rods, shrubbery, electric light fixtures and all fixtures permanently attached to the XXXX premises. Stone Bench not included

Survey to establish rear lot line to be made at Seller's expense.

If the within described mortgage cannot be obtained within 45 days from date hereof, all deposits will be returned to Buyer, and this contract shall be null and void.

At and for the price of TWENTY ~~FIVE~~ SIX THOUSAND - - - - - - - - - - - - - - - and 00/100 ~~($25,000.00)~~ 26,000.00 Dollars

of which FIVE HUNDRED - and 00/100 ($500.00) - - - - Dollars

have been paid prior to the signing hereof, and the balance of said purchase money is to be paid as follows: An additional $2,000.00 Dollars to be paid within 7 days from the date hereof upon acceptance of this contract by the Seller; An additional $5,500.00 Dollars to be paid in cash upon receipt in writing of a committment for the herein described mortgage, at which time possession will be given by the Seller to the Buyer for the purpose of starting planned remodeling work. The balance of $18,000.00 Dollars to be paid in cash at the time of settlement, which shall be on or before 75 days from the date hereof, by way of a first mortgage loan secured by the within described fee simple property, for a term of twenty-five (25) years with interest not to exceed 5 3/4 percent per annum, with monthly payments of ~~$100.00~~ for principal and interest only, plus 1/12th of fixed annual expenses. The Buyer expressly agrees to execute said mortgage, pay cost of title, recording of mortgage and all incidental costs pertaining thereto.

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. In the event title to said premises proves unmarketable, no action or right of action, either at law or in equity shall accrue to either party to this contract, except for the return of the deposit money paid hereunder.

XXXXXXXXXXXXXXXXXXXX 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 deposits ~~XX~~ shall be forfeited, except as provisions herein pertain to the obtaining of a mortgage.

The Seller agrees to pay to HOWARD B. McELWAIN, JR., CO., Realtor, - - - - - - - - - - - - - - - - - - - the Realtor's Commission of SIX (-6-) percent on the purchase price named herein, 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 Realtor until settlement is made.

This Contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

WITNESS the hands and seals of the parties hereto,

..... (SEAL)
CHARLES E. LAMB

..... (SEAL)
JOHN E. LOWELL

..... (SEAL)

Examiner's Exhibit C
Lamb, et al v. Lowell, et al
Equity No 15,309
John S. Rowe L Exam

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1963 FEB 15 PM 3:25

Exhibit D

BOOK 146 PAGE 235

THIS AGREEMENT is made this 16 day of November 1962, by and between OLIVIA M. LAMB, HAROLD M. LAMB and BARBARA T.LAMB, his wife, CHARLES E. LAMB and MARILYN A. LAMB, his wife, CHARLES E. LAMB as Trustee for Katherine E. Lamb Shrimpton, and MARIAN K. LAMB as Guardian of Richard G. Lamb and David K. Lamb, hereinafter sometimes collectively referred to as "Sellers", and JOHN E. LOWELL and MARJORIE R. LOWELL, his wife, hereinafter called "Buyers".

Explanatory Statement

On the 18th day of October, 1961, Charles E. Lamb, as Executor of the Estate of Reginald C. Lamb, entered into a written contract to sell property known as No. 149 Monticello Avenue, Annapolis, Maryland, to Buyers for $26,000. Although the Buyers have paid over the sum of $8,000 to the said Charles E. Lamb, Executor as aforesaid, under the terms of the said Agreement of October 18, 1961, and although the Buyers have taken possession and have occupied the said premises since November 15, 1961, settlement has not been held because the said Charles E. Lamb had no authority as Executor of the Estate of Reginald C. Lamb, or otherwise, to sell the said property, except as to the extent of his own undivided one-fourth interest therein. The parties hereinabove named and collectively referred to as "Sellers" are, in fact, the owners of the said property and desire to enter into this Agreement so that the Agreement of October 18, 1961 may be carried out with the modifications hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Sellers agree to sell unto the Buyers and Buyers agree to purchase from Sellers the following described property situate and lying in the Sixth Election District of Anne Arundel County, State of Maryland, being the property known as No. 149 Monticello Avenue, at the corner of Stehle Street, improved by a one and one-half story masonry dwelling and detached garage, in fee simple, and more fully described as follows:

BEGINNING for the same at an iron pipe there found at the intersection of the westernmost side of Monticello Avenue (formerly Fifth Street) and the nortnernmost side of Stehle Street; said pipe found being the northeasternmost corner of Lot Number 1,

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Examiner's Exhibit D
Lamb, et al v. Lowell, et al Equity No. 15389
John S. Rowe L. Exam

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Bock G, as shown on a Plat of a Resurvey, Part of Spa View Heights, and filed among the plat records of Anne Arundel County in Plat Book 7, Page Number 37; said Lot Number 1 being part of the conveyance by Harold B. Scarborough and wife to Reginald C. Lamb and wife by deed dated March 29, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 11, folio 380; thence leaving said beginning point so fixed and running with said conveyance and Lots Numbers 1 & 2 with the westernmost side of Monticello Avenue South 24 degrees 18 minutes 30 seconds East 90.0 feet to an iron pipe there found at the intersection of the lot line between Lots Numbers 2 & 3 with the westernmost side of Monticello Avenue; thence leaving said Monticello Avenue and running with the Lot Line between Lots Numbers 2 & 3 South 66 degrees 03 Minutes West 120.0 feet to a common corner of Lots Numbers 8 & 9 and 2 & 3; thence leaving said Lot Line of Lots Numbers 2 & 3 and running with part of the Lot Line between Lots Numbers 8 & 9, continuing South 66 degrees 03 minutes West 2.0 feet to an iron pipe now set; thence leaving Lot Line and running through Lots Numbers 8 & 7, as now surveyed, North 24 degrees 18 minutes 30 seconds West 90.0 feet to an iron pipe now set on the southernmost side of Stehle Street; thence running with the southernmost side of Stehle Street North 66 degrees 03 Minutes East 2.0 feet to the Lot Line between Lots Numbers 1 & 7; thence leaving Lot Number 7 and running with the northernmost line of Lot Number 1, continuing North 66 degrees 03 minutes East 120.0 feet to the place of beginning. Containing 0.252 acres, more or less. According to a survey and plat made by Edward Hall, III, Registered Land Surveyor, in May 1962.

BEING all of Lots Numbers 1 & 2and part of Lots Numbers 7 & 8, Block G. as shown on the plat entitled "Resurvey, Part of Spa View Heights", and filed among the Plat Records of Anne Arundel County, Maryland, in Plat Book 7, Plat Number 37.

BEING also part of the conveyance by Harold B. Scarborough and Bessie T. Scarborough, his wife, to Reginald C. Lamb and Ruby Moore Lamb, his wife, by deed dated March 29, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 11, folio 380.

Included in the sale are gas burner, screens, storm windows, curtain rods, shrubbery, electric light fixtures and fixtures permanently attached to the premises.

2. The purchase price to be paid by Buyers to Sellers for said property is TWENTY-SIX THOUSAND DOLLARS ($26,000.00) of which amount EIGHT THOUSAND DOLLARS ($8,000.00) have heretofore been paid over to Charles E. Lamb as Executor of the

Estate of Reginald C. Lamb. Buyers agree to pay, in cash, the Eighteen Thousand Dollars ($18,000.00) unpaid balance of the purchase price at the time of settlement, which shall be held within thirty (30) days after this Agreement shall have been ratified by the Circuit Court for Anne Arundel County.

Buyers further agree to pay to Charles E. Lamb, as Agent for Sellers, rent from November 15, 1961 to the date of settlement, or until Buyers surrender the said property in accordance with the terms and conditions hereinafter set forth, at the rate of Sixty Dollars ($60.00) per month.

In the event this Agreement is not ratified by the Circuit Court for Anne Arundel County, as herein contemplated, or if for any other reason Sellers are unable to convey free and unencumbered title to the said premises on or before June 30, 1964. Sellers agree to refund to Buyers the Eight Thousand Dollars ($8,000.00) deposit heretofore paid on account by them, and, in audition thereto, to pay over to Buyers the additional sum of Three Thousand Three Hundred Dollars ($3,300.00) to reimburse Buyers for improvements heretofore made by them to the subject premises. Upon receipt of said sums of money, Buyers covenant and agree to simultaneously surrender the said premises, leaving them in as good condition as when received, ordinary wear and tear excepted. And upon the surrender of said premises and the payment of said monies as hereinabove set forth, the other terms of this Agreement and the legal relationship of the parties hereto

shall be mutually extinguished and released forthwith and neither Buyers nor Sellers shall have any further rights or liabilities hereunder.

3. Upon payment of the balance of the purchase price as hereinabove set forth, a Deed for the property, containing covenants of special warranty and further assurances, shall be executed at Buyer's expense, which shall convey the property to Buyers. Title shall be good and merchantable, free of liens and encumbrances, except use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property.

Water rent, taxes, insurance costs and other public charges, on an annual basis, against the premises shall be apportioned as of the date of settlement. Cost of all documentary stamps required by law and transfer tax shall be divided equally between the Sellers and the Buyers.

4. Sellers agree to pay a commission on this sale to Howard B. McElwain Jr.,Company, Annapolis, Maryland, of six per cent (6%) of the purchase price. Sellers also agree to pay one-half (1/2) of Buyers' Attorneys fees for services rendered to Buyers in connection with this Agreement and the ratification thereof as herein contemplated.

WITNESS the hands and seals of the parties hereto

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the day and year first above written.

WITNESS:

S/Velma Bastion	S/ Olivia M. Lamb power of attorney By Marian K. Lamb by (SEAL) Olivia M. Lamb
S/F. B. Rickeson	S/Harold M. Lamb (SEAL) Harold M. Lamb
S/F. B. Rickeson	S/Barbara T. Lamb (SEAL) Barbara T. Lamb
S/Virginia L. Wilson	S/Charles E. Lamb (SEAL) Charles E. Lamb
S/Virginia L. Wilson	S/Marilyn A. Lamb (SEAL) Marilyn A. Lamb
S/Virginia L. Wilson	S/Charles E. Lamb (SEAL) Charles E. Lamb as Trustee for Katherine E. Lamb Shrimpton
S/Velma Bastion	S/Marian K. Lamb (SEAL) Marian K. Lamb as Guardian of Richard G. Lamb and David K. Lamb
S/Earl R. Pinkaton	S/John E. Lowell (SEAL) John E. Lowell
S/Lynn R. Rice	S/Marjorie R. Lowell (SEAL) Marjorie R. Lowell

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Exhibit E

BOOK 146 PAGE 240

THIS AGREEMENT is made this 16 day of October 1962, by and between OLIVIA M. LAMB, HAROLD M. LAMB and BARBARA T. LAMB, his wife, CHARLES E. LAMB and MARILYN A. LAMB, his wife, CHARLES E. LAMB as Trustee for Katherine E. Lamb Shrimpton, and MARIAN K. LAMB as Guardian of Richard G. Lamb and David K. Lamb, hereinafter sometimes collectively referred to as "Sellers", and MARIAN K. LAMB, hereinafter called "Buyer".

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Sellers agree to sell unto Buyer and Buyer agrees to purchase from Sellers all of Sellers' right, title and interest in and to the following described property situate and lying in the Sixth Election District of Anne Arundel County, State of Maryland, in fee simple, and more fully described as follows:

BEGINNING for the same on the southernmost side of Stehle Street at the end of the first line of the conveyance by Reginald C. Lamb and wife to Marian K. Lamb by deed dated May 26, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 685, folio 277; said beginning point being distant North 66 degrees 03 minutes East 90.0 feet from the intersection of the southernmost side of Stehle Street with the easternmost side of High Street (now known as Archwood Avenue) as shown on a plat prepared by Robert L. Burwell, C.E., dated January 20, 1930, entitled "Resurvey, Part of Spa View Heights"; thence leaving said beginning point so fixed and said conveyance to Marian K. Lamb and running with the southernmost side of Stehle Street North 66 degrees 03 minutes East 28.0 feet to an iron pipe now set; thence leaving said Stehle Street and running through Lots Numbers 7 & 8, Block G, for a new divisional line South 24 degrees 18 minutes 30 seconds East 90.0 feet to an iron pipe now set in the divisional line between Lots Numbers 8 & 9, Block G; thence running with part of said line South 66 degrees 03 minutes West 28.0 feet to the end of the second line of said conveyance to Marian K. Lamb; thence leaving said divisional line between Lots Numbers 8 & 9 and running reversely with the second line of said conveyance to Marian K. Lamb through Lots Numbers 8 & 7 North 24 degrees 18 minutes 30 seconds West 90.0 feet to the place of beginning.

BEING part of Lots Numbers 7 & 8, Block G, as shown on said plat of a Resurvey of Part of Spa View Heights filed among the Plat Records of Anne Arundel County, Maryland in Plat Book 7, Plat Number 37.

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Examiner's Exhibit E
Lamb et al v. Lamb, et al
Equity No 15,309
John S. Rowe Jr. Examiner

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BEING also part of the conveyance by Harold B. Scarborough and Bessie T. Scarborough, his wife, to Reginald C. Lamb and Ruby Moore Lamb, his wife, by deed dated March 29, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 11, folio 380.

2. The purchase price to be paid by Buyer to Sellers for said property is ONE THOUSAND DOLLARS ($1,000.00). Buyer agrees to pay, in cash, at the time of settlement, the unpaid purchase price. Settlement shall be held within thirty (30) days after this Agreement of Sale shall have been ratified by the Circuit Court for Anne Arundel County.

If this Agreement be not ratified, or if Sellers be unable to convey said property to Buyer by good and merchantable title, this Agreement shall become null and void and neither Sellers nor Buyer shall have any right of action hereunder.

3. Upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Sellers, which shall convey the property to Buyer. Title to be good and merchantable, free of liens and encumbrances, except as specified herein and except: use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property.

4. Water rent, taxes (including Metropolitan District charges for sewer and water, if any) and all other public charges, on an annual basis, against the premises shall be apportioned as of the date of settlement, at which time possession shall be given; and the parties hereto hereby bind

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themselves, their heirs, executors, administrators and assigns, for the faithful performance of this Agreement.

5. The herein described property is to be held at the risk of Sellers except as to damages arising from accidental fire or other insurable casualty, until legal title has passed or possession given; it is also understood and agreed that the Sellers shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear and continue said insurance in force during the life of this Agreement.

6. 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. Cost of all documentary stamps required by law and transfer tax, where required by law, shall be divided equally between the parties hereto.

WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS:

S/Walton H. Sears, Jr.	S/by Marian K. Lamb by Olivia M. Lamb Olivia M. Lamb Power of attorney (SEAL)
S/Robert F. Atwell	S/Harold M. Lamb (SEAL) Harold M. Lamb
S/Robert F. Atwell	S/Barbara T. Lamb (SEAL) Barbara T. Lamb
S/Virginia L. Wilson	S/Charles E. Lamb (SEAL) Charles E. Lamb
S/Virginia L. Wilson	S/Marilyn A. Lamb (SEAL) Marilyn A. Lamb
S/Virginia L. Wilson	S/Charles E. Lamb (SEAL) Charles E. Lamb as Trustee for Katherine E. Lamb Shrimpton
S/Walton H. Sears, Jr.	S/ Marian K. Lamb (SEAL) Marian K. Lamb as Guardian of Richard G. Lamb and David K. Lamb
S/Walton H. Sears, Jr.	S/Marian K. Lamb (SEAL) Marian K. Lamb

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BOOK 146 PAGE 243

RICHARD G. LAMB, et al *

Plaintiffs *

vs. *

JOHN E. LOWELL, et al *

Defendants *

*

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 5309

* * * * * * *

ANSWER

The Answer of John E. Lowell and Marjorie R. Lowell, to the Bill of Complaint herein filed against them, by Childs and Bald, their attorneys, respectfully shows:

1. That they admit the allegations contained in paragraphs 7, 8 and 9 of said Bill of Complaint.

2. That they neither admit nor deny the other allegations of said Bill of Complaint, having no knowledge thereof, but require the strictest of proof therefor.

3. That they are interested in the conclusion of this matter pursuant to the terms of Exhibit D.

WHEREFORE, having fully answered said Bill of Complaint, they pray to be hence dismissed with costs attributable to Plaintiffs.

CHILDS AND BALD

LeRoy Bald.

LeRoy Bald
192 Duke of Gloucester Street
Annapolis, Maryland
Attorney for defendants
Colonial 7-8191

I hereby certify that I mailed, postage prepaid, a copy of the above Answer to John H. Hopkins, IV, Esq. attorney for Plaintiffs, this 7th day of December, 1962.

LeRoy Bald.

LeRoy Bald

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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1962 DEC -7 PM 3:55

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BOOK 146 PAGE 244

RICHARD G. LAMB, et al	:	IN THE
Plaintiffs	:	CIRCUIT COURT
vs.	:	FOR
JOHN E. LOWELL, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	No. 15,309 Equity
	: : :	

PETITION

The Petition of Christopher Shrimpton, Paul Shrimpton, Jane Shrimpton and Jill Shrimpton by Katherine E. Shrimpton, their mother and next friend, by Douglas F. Lyons, their attorney, respectfully shows:

1. That Christopher Shrimpton, Paul Shrimpton, Jane Shrimpton and Jill Shrimpton are all infants and have been served with copies of the Bill of Complaint and Summonses to appear in the above matter.

2. Your petitioner, Katherine E. Shrimpton, avers that a guardian ad litem should be appointed to represent the said infant defendants in this proceeding.

WHEREFORE, your said petitioner prays this Honorable Court to pass an Order appointing a guardian ad litem to appear on behalf of the said infant defendants and to file such pleadings and take such steps as may be appropriate to protect their interests in the premises.

AND, AS IN DUTY BOUND, ETC.

Katherine E. Shrimpton
Kathrine E. Shrimpton

Douglas F. Lyons, Esq.
160 South Street
Annapolis, Maryland

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1962 DEC 10 AM 10:56

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STATE OF MARYLAND

CITY OF BALTIMORE

Before me, a Notary Public for the ~~City~~ County of Howard ~~Baltimore~~, State of Maryland, this 5th day of December, 1962, personally appeared Kathrine E. Shrimpton, Petitioner, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of her knowledge, information and belief.

Robert E. Weeks (SEAL)
Notary Public

My Comm Expires 5/6/63

ORDER

Upon the foregoing Petition and Affidavit, it is this 11th day of December, 1962, for the Circuit Court for Anne Arundel County ORDERED that Ernest Florestano be and he is hereby designated Guardian Ad Litem of the infant defendants, Christopher Shrimpton, Paul Shrimpton, Jane Shrimpton and Jill Shrimpton, to appear on their behalf in the above matter and file such pleadings and take such steps as may be appropriate to safeguard the interests of the said defendants.

V. Bruce Duckett
Judge

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1962 DEC 11 PM 4:10

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BOOK 146 PAGE 247

RICHARD G. LAMB, et al	:	IN THE
Plaintiffs	:	CIRCUIT COURT
vs.	:	FOR
JOHN E. LOWELL, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	No. 15,309 Equity
	: : :	

ANSWER

The Answer of Christopher Shrimpton, Paul Shrimpton, Jane Shrimpton and Jill Shrimpton by Ernest Florestano, their Guardian ad Litem, by Douglas F. Lyons, their attorney, to the Bill of Complaint herein filed against them, respectfully shows:

1. That the said infant defendants admit the allegations of said Bill of Complaint; and

2. That they consent to the relief prayed by said Bill of Complaint.

WHEREFORE, having fully answered said Bill of Complaint, they pray that they may be dismissed hence with their proper costs.

AND, AS IN DUTY BOUND, ETC.

Ernest Florestano
Ernest Florestano

Douglas F. Lyons, Esq.
160 South Street
Annapolis, Maryland

Attorney for Ernest Florestano
Guardian Ad Litem

I hereby certify that I mailed a copy of the above Answer to John H. Hopkins, IV., Esq. attorney for the Plaintiffs, this 14th day of December, 1962.

Douglas F. Lyons, Esq.

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1962 DEC 14 AM 11:38

BOOK 146 PAGE 248

RICHARD G. LAMB, et al	*	IN THE
PLAINTIFFS	*	CIRCUIT COURT
VS	*	FOR
JOHN E. LOWELL et al	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	EQUITY #15,309

* *

TESTIMONY ON BEHALF OF THE PLAINTIFFS

January 17, 1963

Present:

John H. Hopkins IV)
) Co-Solicitors for Plaintiffs
George L. Clarke)

LeRoy Bald, Solicitor for Defendants

John E. Lowell, Defendant

John G. Rouse, Jr., Court Examiner and Master

Conchita Tuers, Court Reporter

Witnesses:

T. Carroll Worthington, pages 2 - 4

Clarence A. Remaley, pages 5 - 7

Charles E. Lamb, pages 8 - 13

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1963 FEB 15 PM 3:23

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T. Carroll Worthington, witness of lawful age, having been duly sworn, deposes and says:

(Mr. Clarke)

1. What are your name, address and occupation?

A T. Carroll Worthington, Towns-Worth Building, Annapolis, Maryland, I am a realtor.

2 Have you any interest in the subjectmatter of these proceedings?

A I have not.

3 How long have you been in the real estate business?

A 1923.

4 How much time have you spent in appraising real estate?

A 60% of my time.

5 Are you familiar with real estate values in Annapolis?

A I am.

6 And particularly with 149 Monticello Avenue?

A I am.

7 Have you personally inspected 149 Monticello Avenue?

A I have.

8 Will you please describe it?

A This property is Lots No. 1 and 2, Block G of Spa View Heights and a part of 7 and 8. The property is improved by a brick and stucco dwelling with slate roof. Containing a living room with fireplace; dining room; kitchen with breakfast nook; den; three bedrooms; tile bath. Has a dormitory room and bath on the second floor. The first floor has all plastered walls; hardwood floors. Has a full basement of tile and concrete. Has a hot-air gas firedfurnance; gas hot water heater; a maid's toilet and tub. Has also one car garage entered from Stehle Street. Separate from the dwellingis a two-car garage with slate roof. The dwelling sits on a terrace and the terrace is held by a 255 ft. stone wall.

9 What, in your opinion, is the value of the fee simple interest of this property?

A Of the whole property, $27,000.

10 When you made this evaluation, what was the time of that? What was the date on which you made that appraisal?

A 6/29/61.

11 Is 149 Monticello Avenue susceptible of division among several people without material loss or injury?

A It is not.

12 Do you consider the current real eatate market in Annapolis a good market in which to sell the property?

A Yes sir.

13 Now this is the contract of sale which has been filed as Exhibit "D" with the Bill of Complaint and provides for the sale of the property to Commander and Mrs. Lowell for $26,000, would you consider this a fair and reasonable contract?

A Yes.

14 Mr. Worthington, when you appraised the property at 149 Monticello Avenue, you included, did you not, not only the property that forms the subject of the contract of sale to Commander and Mrs. Lowell but also the 28 ft. strip adjoining that property, is that correct?

A That is right.

15 Mr. Worthington, when you gave the value of the property forming the subject of this contract to Commander and Mrs. Lowell at $27,000, I think I stated this, but you intended to allocate $26,000 to this contract specifically and $1,000 to the 28ft. strip, is that correct?

A That is correct.

16 Now this contract, which was filed as Exhibit "E" with the Bill of Complaint, purports to sell the 28ft. strip to Marian K. Lamb, in your opinion is this a reasonable and fair contract for the

S3

property in question?

A That is fair.

17 Do you consider that a sale of this property under the terms of these contracts, would be for the best interest and advantage of the infant Plaintiffs and the others entitled in this proceeding?

A Yes sir.

18 Mr. Worthington, do you consider that the $26,000 price is also a fair and reasonable price for the property sold to Commander and Mrs. Lowell under the contract filed as Exhibit "D" with the Bill of Complaint?

A Yes sir, very fair.

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. . . . . N/A . . . . . .

Signature T. [signature]

Clarence A. Remaley, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Clarke)

1 What are your name, address and occupation?

A Clarence A. Remaley, Real estate broker, 218 Main Street, Annapolis, Maryland.

2 Have you any interest in the subject matter of these proceedings?

A I have not.

3 How long have you been in the real estate business?

A In my own name in excess of 15 years.

4 How much time have you spent in appraising real estate?

A Approximately 50%.

5 Are you familiar with real estate values in Annapolis?

A I am.

6 Particularly with 149 Monticello Ave.?

A I am.

7 Have you personally inspected 149 Monticello?

A Yes sir, I did. I inspected it early in December of 1962.

8 Would you please describe it?

A The property -- thedescription of the property would be as Mr. Worthington gave it to you. If you wish me to repeat it. I followed his description and it is correct. His description is correct.

9 What, in your opinion, is the value of the fee simple interest in the -- this property?

A Now--

10 I would like to separate the property into the subject matter of the contracts covering first of all the property that was sold to Commander and Mrs. Lowell. This contract is dated November 16,1962 and purports to sell the area shown on this plat within these confines and eliminating the 28ft. tract. What, in your opinion, is the fair and reasonable value of that

portion of the property?

A The present value, I am talking today, as of right now I appraised it at $30,000. And that was arrived at on this basis. Considerable amount of money had been expended by the present tenant of the property and in my inspection, I went over that phase of the expenditure and found bills in approximately to the amount of $4,000 that they expended in the last year. And so without those expenditures, I place a value on that property, the house, the corner lot of $26,000.

Clarke: I'd like to offer into evidence the plat of the Resurvey Part of Spa View Heights, Annapolis Maryland dated January 2, 1930 and prepared by Robert L. Burwell, C.E.

(PLAT RESURVEY PART OF SPA VIEW HEIGHTS FILED AS EXAMINER'S EXHIBIT #F)

Clarke: I would like to refile into the testimony in this case all of the exhibits filed with the bill of complaint and inaddition this resurvey that I have justdescribed.

(DEED DATED 29th day of March 1927 recorded among the Land Records of A. A. Co. in Liber F.S.R. #11 Folio 380 Filed as Examiner's Exhibit #"A")

(CERTIFIED COPY OF WILL OF REGINALD C. LAMB, SR. DATED 1st day of JUNE, 1953 FILED AS EXAMINER'S EXHIBIT #"B")

(COPY OF CONTRACT BETWEEN CHARLES E. LAMB, EXECUTOR AND JOHN E. LOWELL and MARJORIE R. LOWELL, his wife, DATED OCTOBER 18, 1961 filed as EXAMINER'S EXHIBIT "C")

(COPY OF AGREEMENT DATED 16th day of November,1962 BETWEEN OLIVIA M. LAMB etal and JOHN E. LOWELL and MARJORIE R. LOWELL, his wife, FILED AS EXAMINER'S EXHIBIT "D")

(COPY OF CONTRACT DATED October 16, 1962 BETWEEN OLIVIA M. LAMB, ETAL AND MARIAN K. LAMB, FILED AS EXAMINER'S EXHIBIT "E")

11 Mr. Remaley, the 28ft. strip, which is outlined here on the Plat,which we have just introduced into evidence,forms the subject of the contract of sale to Marian K. Lamb. What, in your opinion, is the fair and reasonable value of that strip at the present time?

A I evaluated this strip at $1,000.

12 Is this property 149 Monticello Ave. susceptible of division among several people without material loss or injury?

A It is not.

13 Do you consider the current real estate market in the Annapolis, a good market in which to sell the property?

A I do.

14 Do you consider that a sale of these properties under the terms of the contracts which we have just referred to as Exhibits "D and E", would be for the best interest and advantage of the infant plaintiffs and the others entitled?

A I would.

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 Ann K J Kennedy

Charles E. Lamb, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Clarke)

1 What are your name, address and occupation?

A My name is Charles E. Lamb. My address is 20 Merrymount Road, Baltimore 10, Maryland. I am an architect.

2 Do you know the parties to these proceedings?

A Yes.

3 Are any other parties to these proceedings married?

A Yes.

4 And they have all been made parties, have they not, to the -- the married parties have been made parties plaintiff to the bill of complaint?

A That is right.

5 You have filed a billl of complaint in this court for ratification of two contracts of sale; one of them dated November 16, 1962, which was attached as Exhibit "D" to the Bill of Complaint and purports to sell 149 Monticello Ave., Annapolis, Maryland to the defendants, John E. Lowell and Marjorie R. Lowell, his wife, for $26,000. The other, which was attached as Exhibit "E" to the bill of complaint, dated October 16,1962; purports to sell a strip of adjoining property to Marian K. Lamb for $1,000?

A This is true.

6 Please state in whom the title to these properties is now vested.

A Title to 149 Monticell Ave. was acquired by my father and mother, Ruby Moore Lamb, from Harold B. Scarborough and Bessie T. Scarborough by deed dated the 29th day of March 1927, which conveyed the property to them as tenants by the entireties, in fee simple. The deed was recorded among the Land Records of Anne Arundel County in Liber F.S. R. No. 11 Folio 380, a

certified copy of which was attached to the Bill of Complaint as Exhibit "A".

My mother died on March 30, 1950, so that the entire interest in the property vested in my father. Later, my father married Olivia M. Lamb, but he died on July 22, 1953, leaving a Will dated June 1, 1953, a certified copy of which was attached to the Bill of Complaintif as Exhibit "B".

Under Paragraph FIFTH of his Will, my father left a life estate to his second wife, and widow, Olivia M. Lamb. Mrs. Lamb is living, has not remarried and is one of the Plaintiffs in this Bill of Complaint.

While Paragraph FIFTH states that Mrs. Lamb "shall not have the power to sell, mortgage or in any wise dispose of or encumber said property", I know that my father's only intention in so providing was to prevent her from making any disposition of the remainder. As drawn, the provision might be regarded as referring either to the life estate or to the remainder, but I am certain that his only concern was to prevent her from disposing of the remainder.

Under Paragraph EIGHTH of the Will, my father left all the rest, residue and remainder of his estate (including interests in 149 Monticello Avenue) equally to his four children, Reginald C. Lamb, Jr. , who was deceased at the time the Will was written); Harold Moore Lamb, Katherine Elizabeth Lamb and myself. His Will providedthat if any of his four children predeceased him, such child's portion passed to his linela descendants, per stirpes. Katherine's share, the Will specified, must be held for her in trust as provided by Paragraph TENTH.

The children of"Reginald C. Lamb, Jr. (deceased)", who died June 30, 1947, and who survived my father are David

K. Lamb, who was born August 24,1946 and Richard G. Lamb, who was born August 28,1946. These twins, who are now 16 years of age, are Plaintiffs to this suit by their mother, next friend and guardian, Marian K. Lamb; so a one-fourth interest in the remainder of 149 Monticello Avenue is vested in them absolutely.

Another one-fourth interest is vested in my brother, Harold M. Lamb, who, with his wife, Barbara T. Lamb, is also party Plaintiff.

I am the devisee of a third one-fourth interest in the remainder and the final one-fourth was left to my sister,Katherine Elizabeth Lamb.

Katherine married Peter E. H. Shrimpton and four children were born as a result of this marriage, Christopher, born October 5, 1955; Paul, born May 15, 1957; Jane, born June 19,1959 and June, born July 18, 1960. These four infant children of my sister have been made parties defendant to this suit and are represented by the guardian ad litem, Ernest Florestano, who was appointed such by this Court. The guardian has filed an Answer admitting the allegations of the Bill and consenting to the relief prayed.

Paragraph EIGHTH left the remainder to my father's four children "share and share alike subject to the directions hereinafter contained". Among these was the provision that Katherine's share be held in trust for her during her lifetime so that it could be "free from the debts, control or interference from any husband she may at any time have". While there is no express disposition of the remainder of Katherine's share, I know that my father intended her to have exactly the same interest in his estate as did the other children and this is evident from his use of the words "share and share alike". He was worried, however, that she might make an unwise marriage and

felt that during her lifetime Katherine could be protected by having me act as her Trustee. He intended, I know, that on her death, her share should be disposed of by her inthe same way as any other child could dispose of his or her share. In other words, my father intended for Katherine to take an absolute interest in fee simple, subject, however, to a trust to protect her during her life only.

Katherine's share of the proceeds, therefor, should be paid over to me, as Trustee, under Paragraph NINTH of the Will to be held in Trust as provided under Paragraph TENTH.

7 Do you believe that 149 Monticello Avenue can be divided in kind without material loss or injury to the persons interested?

A No.

8 Are you then asking that the property be sold and that the proceeds from the sale be divided among the parties interested in accordance with their respective interests?

A Yes.

9 Do you believe that it would be advantagous to the parties concerned and to the best interest of yourself and Richard G. Lamb and David K. Lamb, the infant children of Reginald C. Lamb Jr. that the property be sold?

A Yes.

10 Do you think that the $26,000 is a fair and reasonable price for the property sold to Commander and Mrs. Lowell and that $1,000 is a fair and reasonable price for the property sold to Marian K. Lamb?

A Yes.

11 Do you have a copy of the bill of complaint filed in this case, in your hands?

A Yes.

12 Are the allegations of the Bill of Complaint true and correct?

A Yes.

13 Exhibit "C" was the contract which you erroneously entered into as Executor to sell the property to Commander and Mrs. Lowell, was it not?

A Yes.

14 And Exhibit "D", therefore, had to be rewritten to implement the sale to Commander and Mrs. Lowell?

A Yes.

15 Do you individually and on behalf of all of the other Plaintiffs request the Court to ratify these contracts of sale to Commander and Mrs. Lowell and to Marian K. Lamb, which have been refiled in the testimony in this case as Exhibits "D and E"?

A Yes, I do.

16 Do you want a trustee appointed to consummate the sale?

A Yes.

17 Have you any suggestions as to who should be the Trustee?

A I would prefer my attorney, Mr. George Clarke.

18 Mr. Lamb, in your opinion, would it be for thebest interest of Katherine L. Lamb Shrimpton, that these contracts, that have been refiled in the case as Exhibit "D and E", be implemented and consummated?

A Yes, I do.

19 Mr. Lamb, do you believe that the parties plaintiff, designated by the bill of complaint, are all and the only people who could have any interest in the property forming the subject of these proceedings and the contracts of sale filed in the case as Exhibits "D and E"?

A These people constitute all parties.

20 As far as you know, there are no contingent or other interests of any kind and no persons not being -- be affected by the ratification of this sale?

A That is right.

Clarke: May I introduce into evidence,in the case, a Certificate of the Letters of Guardianship conferred by the office of the Orphan's Court of Anne Arundel County to Marian K. Lamb. Under these Letters, according to this certificate, guardianship of Marian K. Lamb's children, David K. Lamb and Richard G. Lamb, was intrusted to her. I would like to introduce the certificate as Exhibit "G" .

(COPY OF LETTERS OF GUARDIANSHIP TO MARIAN K. LAMB FILED AS EXAMINER'S EXHIBIT "G")

21 Mr. Lamb, we have made parties defendants to the case the four infant children of Katherine E. Lamb Shrimpton, not because we believe that they have invested interest or,indeed, any interest in the property involved but because we felt it appropriate in a proceeding of this kind to have them made parties defendants, is that so?

A That is so.

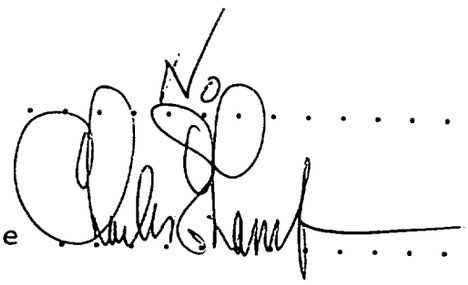
45

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  . . . . . .

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 15th day of ~~January,~~ February 1963

John G. Rouse, Jr. Examiner (SEAL)

J. R. $25.00

C. T. $13.00 Pd. ct

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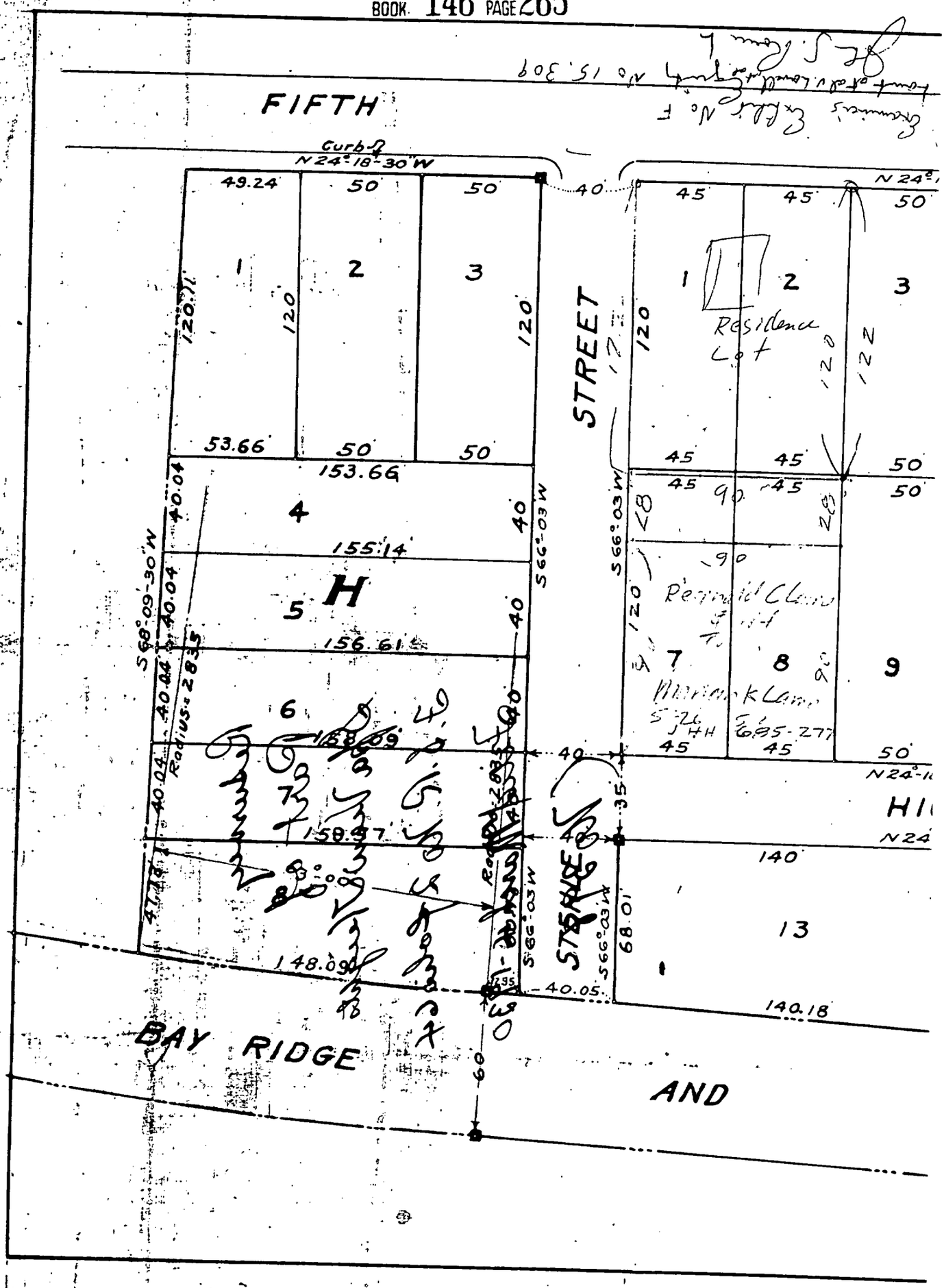
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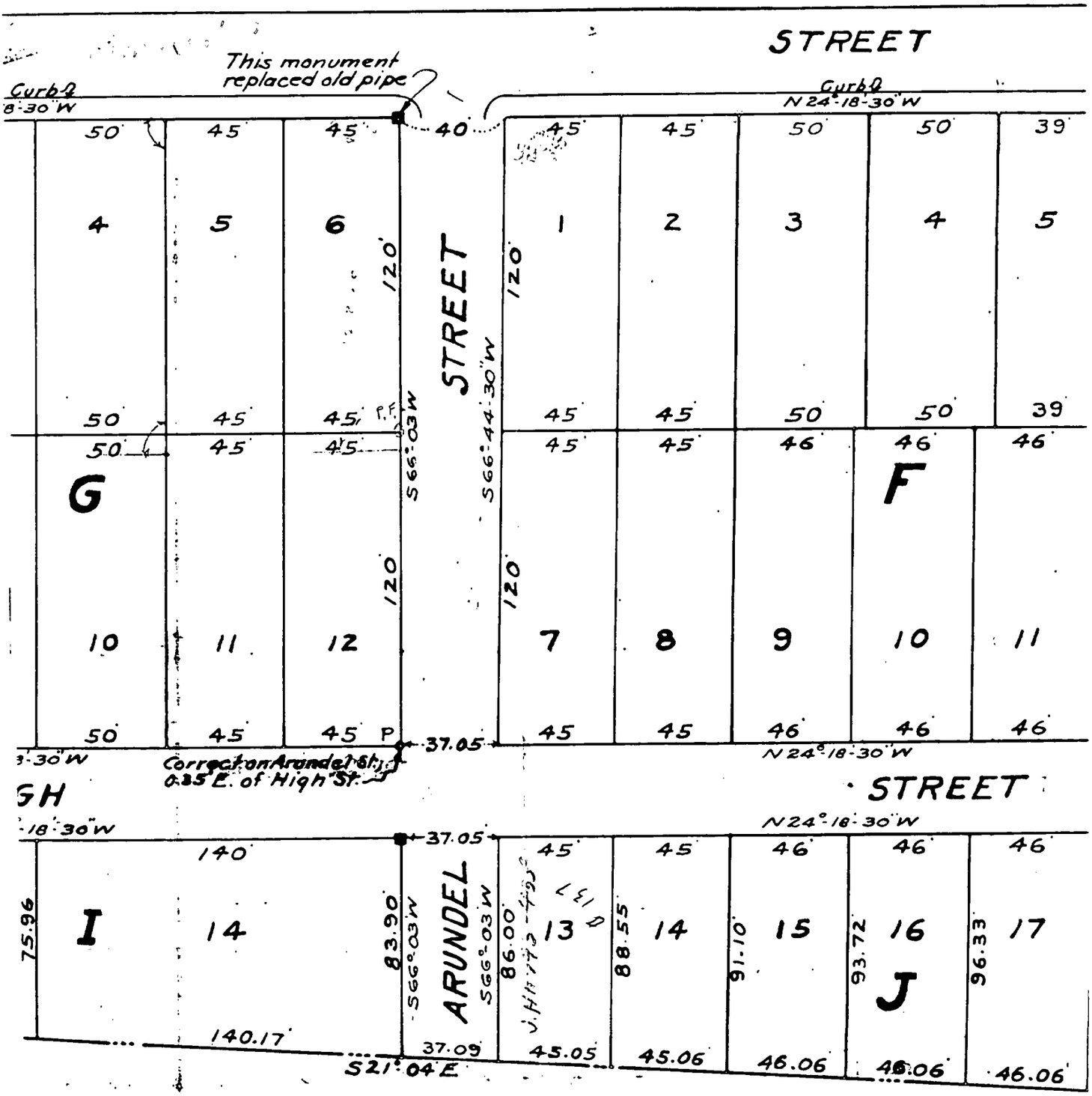
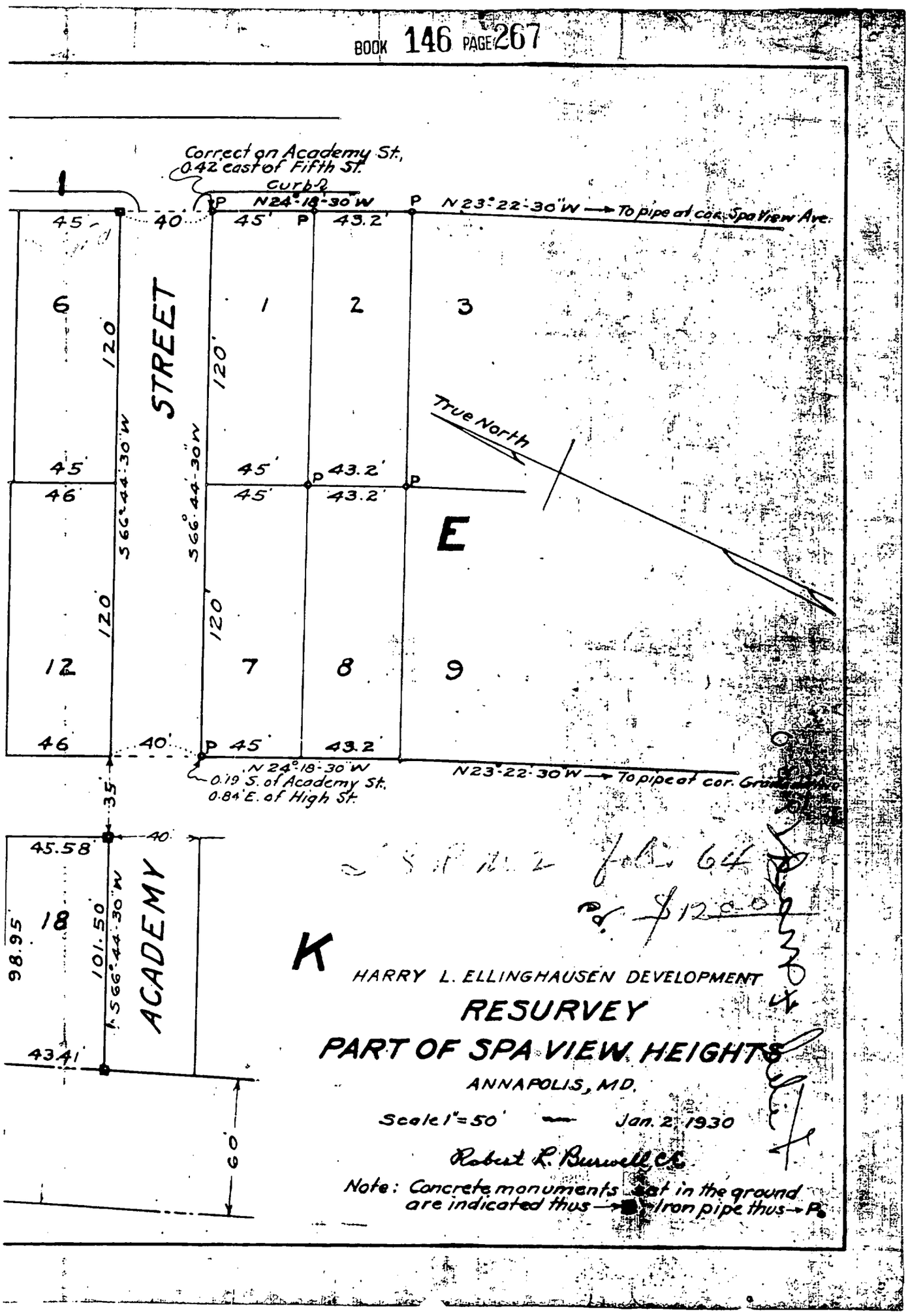
BOOK 146 PAGE 266



Book 7 Page 3

BOOK 146 PAGE 267



HARRY L. ELLINGHAUSEN DEVELOPMENT

RESURVEY

PART OF SPA VIEW HEIGHTS

ANNAPOLIS, MD.

Scale 1"=50' — Jan. 2, 1930

Robert L. Burwell C.E.

Note: Concrete monuments set in the ground are indicated thus —■— Iron pipe thus —P.

BOOK 146 PAGE 268

The State of Maryland,

Anne Arundel County, Sc.:

The Subscriber, Register of Wills for Anne Arundel County, doth hereby certify, that it appears by the Records in his Office, that on the 24" day of August in the year of our Lord one thousand nine hundred and forty-eight

Marian K. Lamb

was appointed by the **Orphans' Court of Anne Arundel County, GUARDIAN** to

David K. Lamb and Richard G. Lamb

Infant children of Reginald C. Lamb, Jr. Deceased and the said Marian K. Lamb being then and there present in said Court accepted of the said Guardianship, and gave Bond with securities who were approved of by the said Court, for the faithful performance of her duty as Guardian to the said infant in the penalty of $ 4,000.00

In Testimony Whereof, I hereunto subscribe by name and affix the Seal of my office, this 24" day of April in the year of our Lord nineteen hundred and ~~forty~~ sixty-two

TEST:

Geo. W. Mitchell

Register of Wills for Anne Arundel County

2000—5-42

Examiner's Folder G
Lamb et al v Lamb, et al.
Equity 15309
John S. Rowe Jr. Examiner

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BOOK 146 PAGE 269

RICHARD G. LAMB, et al	*	IN THE
Plaintiffs	*	CIRCUIT COURT
VS.	*	FOR
JOHN E. LOWELL, et al	*	ANNE ARUNDEL COUNTY
Defendants	*	NO. 15,309 EQUITY
	*	

* * * * * * * * * * *

REPORT OF EXAMINER AND MASTER

11/27/62 Bill for a Sale of Real Estate in lieu of Partition filed by life tenant and remaindermen (some of whom are minors) against purchasers under Contracts of Sale and minor children of one of the remaindermen.

12/7/62 Answer filed by Contract purchasers.

12/10/62 Petition for Appointment of Guardian Ad Litem for infant Defendants and Order of Court thereon filed.

12/14/62 Answer filed by Guardian Ad Litem.

Substance of Pleadings:

The Bill of Complaint recites that the property in question (149 Monticello Avenue, Annapolis) was owned by Reginald C. Lamb at the time of his death on July 22, 1953. The Decedent left surviving him his widow, two sons, a daughter and two minor children of a deceased child. All of these are Plaintiffs in this proceeding (the two minors by their mother, next friend and legal guardian). The Decedent also had four other grandchildren, children of his daughter. These children, all minors, were named Defendants in the proceeding. The Decedent left a Will, (Exhibit B) the pertinent provisions of which are set forth in the Bill of Complaint. In October of 1961, Charles E. Lamb, as Executor of his father's Estate, entered into a Contract to sell the property in question to the Defendant contract purchasers, John E. Lowell and wife, and a month later these Defendants took possession of the property and have since made substantial improvements. The Bill further alleged that when it was apparent that the Executor had no authority to sell or convey the property, new Contracts of Sale were signed (Exhibits D and E) in which all the Plaintiffs herein joined as Sellers.

1/17/63 Testimony taken before Examiner.

Substance of Testimony:

Two qualified real estate men testified that the price stated in the Contracts of Sale were fair and reasonable and that it would be to the best interest and advantage of the parties

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ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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that the property be sold inasmuch as it was not susceptible of division without material loss or injury. One of the real estate experts further testified that the Defendant contract purchasers, after going into possession of the property, had expended approximately $4,000.00 toward its improvement. Charles E. Lamb, son of the Testator and also Executor of his estate, testified in support of the other allegations of the Will and also as to the Testator's intention with respect to the disposition of his property.

Analysis of Case:

1. Jurisdiction.

The jurisdiction of the Equity Court to decree a sale in this case may be based either on Section 154 of Article 16 or Section 167 of Article 16. To comply with those Sections, the Bill must allege and the proof must substantiate that a sale would be to the advantage of all parties concerned and that the property in question cannot be partitioned without loss or injury. These requirements are clearly satisifed by the allegations in the Bill and the testimony in support thereof. The final jurisdictional requirement is that all parties in being who have an interest in the property, must be parties to the proceeding. It appears from a reading of the Will that the Testator intended to give his wife a life estate in the property with remainders over to each of his children, and in the event any child predeceased him, that child's share was to go to the "lineal descendants" of that child who were living at the time of the Testator's death. One child predeceased the Testator leaving two children living at the time the Testator died. Accordingly, it would seem clear that all remainders in the property vested when the Testator died. The life tenant and all remaindermen are parties to this proceeding and therefore, this Court has jurisdiction to act.

2. Construction of Will.

A. Interest of Widow in property in question.

By the Fifth Paragraph of the Will, the Testator devised to his wife "until she remarries, a life estate" in the property in question. In the next sentence, the Testator stated that his wife should "not have the power to sell, mortgage or in anywise dispose of or encumber <u>said property</u>". In the next sentence in the Fifth Paragraph, the Testator stated that "on the death or remarriage of my wife, <u>said property</u> is to go into my residual estate".

The precise question involved is whether the Testator intended to prohibit his wife from selling, mortgaging, disposing of or encumbering the life estate which he devised to her or whether the prohibition was intended to refer solely to the remainder interest in the property, or to both the life estate and to the remainder interest. In a brief filed in this proceeding, counsel for the Complainants argue

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convincingly that the Testator only intended to make it clear that the widow was not to have any power to dispose of the remainder. It is common practice for testators to leave life estates to widows coupled with powers of disposition. It seems likely and logical to believe that in this instance the Testator wanted to make it positive that his wife was not to have any right to dispose of the remainder interest in the property. That this was his express intention is further demonstrated by his use of the words "said property". In the second sentence of the Fifth Paragraph, he states that his wife shall not have the power to dispose of "said property" and in the following sentence he states that upon the death or remarriage of his wife "said property" is to become a part of his residuary estate. In this latter sentence, the words, "said property" can only mean the remainder interest and it would seem completely illogical to believe that the Testator intended to have the same words mean something else in the preceding sentence.

Accordingly, it is believed that under a fair construction of the Will, the Testator intended only to prohibit his wife from disposing of the remainder interest in the property, and in the absence of any intention to prevent her from disposing of her life estate, it is clear that she has the right to do so. See Am. Jur. p. 741, Section 262.

B. Interest of daughter in property in question.

In the Eighth Paragraph of the Will, the Testator disposed of the residue of his Estate giving the same to his four named children "share and share alike, subject to the directions hereinafter contained". After then providing who should take the share of any child who predeceased him, the Testator added a final sentence stating, "my daughter's, Katherine Elizabeth Lamb, share of my residuary estate is to be held for her in trust as hereinafter provided". In Paragraphs Ninth and Tenth, the Testator appointed one of his sons as Trustee of Katherine's "share in my residuary estate" and gave the Trustee powers to invest and reinvest, etc., and directed him to apply the net income for the use of Katherine during her life with provisions constituting the same a "spendthrift" trust. Nowhere does the Testator state what the Trustee is to do upon the death of Katherine.

It could be argued that the Testator, at the beginning of the Eighth Paragraph, gave to each of his children, including Katherine, a one-quarter remainder in the property and that his apparent subsequent effort to put Katherine's share in trust was ineffective and only the expression of a request or desire on the Testator's part. It appears unnecessary to discuss this question further since counsel for the Complainants including, apparently, Katherine herself, are satisifed to have her share held by her Trustee in accordance with the expressed wishes of the Testator. It is obvious that the Testator intended to treat his children alike and likewise that he intended Katherine to have the same share in the residue as his other children. At the most, it would seem that the Testator simply wanted to provide some additional protection for Katherine by having her share placed in a spendthrift trust

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AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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during the period of her life. It does not appear that the Testator intended to limit her interest in the property, but only the enjoyment thereof during her lifetime. It would follow that the Testator intended that Katherine was to have the right to dispose of the remainder (subject to a life estate in herself) by Will or otherwise. Thus, it would seem that upon the death of Katherine, her share would go to her devisees or in the event she left no Will, to her distributees.

Both Katherine and her Trustee joined in executing the Contracts of Sale sought to be ratified in this proceeding. As to her life estate, it would seem clear that her Trustee had, under the terms of the Will, an implied power to sell, since in Paragraph Tenth, the Trustee was given power to "invest" and "reinvest". See Revoc Co. vs. Thomas, 179 Md. 101, 104. By the same token, since the Testator obviously intended to treat his children alike, Katherine had the right to dispose of her remainder interest in the property subject to the life estate in herself.

3. Distribution of proceeds of sales.

Although under the foregoing construction of the Will, the Widow would have a right to transfer her life estate to the remaindermen thus causing a merger, she has not yet done so. Accordingly, it is believed that at this time the decree of this Court should ratify the Contracts of Sale, appoint a Trustee to convey the properties, etc., and that the proceeds arising from said sales should be held by the Trustee subject to such distribution as may be ordered subsequently by this Court.

Case ready for Decree February 15, 1963.

Attached form of Decree is recommended.

John G. Rouse, Jr.
Examiner and Master

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

BOOK 146 PAGE 273

RICHARD G. LAMB, et al	*	IN THE
Plaintiffs	*	CIRCUIT COURT
VS.	*	FOR
JOHN E. LOWELL, et al	*	ANNE ARUNDEL COUNTY
Defendants	*	NO. 15,309 EQUITY
	*	

* * * * * * * * * * *

DECREE

The above cause standing ready for hearing and being submitted, the Bill, Anwers, Testimony and all the other proceedings were, by the Court, read and considered

It is thereupon this 28th day of February in the year nineteen hundred and sixty-three, by the Circuit Court of Anne Arundel County,

ADJUDGED, ORDERED and DECREED that the properties mentioned in these proceedings be sold and the Contracts of Sale filed herein marked "Examiner's Exhibits D and E" be, and the same are hereby, ratified and confirmed for the sale of the properties therein described, and that George L. Clarke be, and he is hereby, appointed Trustee to consummate the said sales in accordance with the terms of said Contracts, and that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a surety or sureties to be approved by this Court in the penalty of Twenty-Seven Thousand Dollars ($27,000.00) conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in the premises; and on payment of the whole purchase money (and not before), the said Trustee shall, by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the contract purchasers, John E. Lowell and Marjorie R. Lowell, his

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wife, as tenants by the entireties, their heirs and assigns, in fee simple, free, clear and discharged from all claims of the parties hereto, complainants and defendants and those claiming by, from or under them or any of them, the property described on Examiner's Exhibit D filed in these proceedings; and on payment of the whole purchase money (and not before), the said Trustee shall, by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the contract purchaser, Marian K. Lamb, her heirs and assigns, in fee simple, free, clear and discharged from all claims of the parties hereto, complainants and defendants and those claiming by, from or under them or any of them, the property described on Examiner's Exhibit E filed in these proceedings. And the said Trustee shall bring into this Court the money arising from said sales to be distributed under the direction of this Court after deducting the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

George Lackie

Judge

56

220565

GLOBE INDEMNITY COMPANY

A New York Corporation — New York, N. Y.

BOOK 146 PAGE 275

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

LIBER 11 PAGE 583

Equity #15,309

Bond No. 412653

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, George L. Clarke 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 TWENTY SEVEN THOUSAND ($27,000.00) AND NO/100 DOLLARS current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 8th day of March, 1963.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Richard G. Lamb, etal vs. John E. Lowell, etal, ---------- dated February 28, 1963, George L. Clarke was appointed Trustee to make sale of the property described in said proceedings, and the said George L. Clarke 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.

George L. Clarke (SEAL)
George L. Clarke PRINCIPAL

WITNESS:

Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 8th day of March, 1963

Louis N. Phipps, Clerk

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RICHARD G. LAMB and DAVID K. LAMB, infants, by their mother, next friend and guardian, Marian K. Lamb
9 Stehle Street
Annapolis, Maryland

OLIVIA M. LAMB
830 Monroe Street
Annapolis, Maryland

HAROLD M. LAMB and
BARBARA T. LAMB, his wife
6215 Rolfe Avenue
Norfolk, Virginia

CHARLES E. LAMB and
MARILYN A. LAMB, his wife
20 Merrymount Road
Baltimore 10, Maryland

CHARLES E. LAMB, as Trustee for Katherine E. Lamb Shrimpton
20 Merrymount Road
Baltimore 10, Maryland

KATHERINE E. SHRIMPTON
532 Coventry Road
Baltimore, Maryland

PETER E. H. SHRIMPTON

Plaintiffs

vs.

JOHN E. LOWELL and
MARJORIE R. LOWELL, his wife
149 Monticello Avenue
Annapolis, Maryland

and

CHRISTOPHER SHRIMPTON
PAUL SHRIMPTON
JANE SHRIMPTON and
JILL SHRIMPTON
532 Coventry Road
Baltimore, Maryland

Defendants

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

STIPULATION

It is hereby stipulated and agreed among the Plaintiffs, subject to the approval of the Circuit Court for Anne Arundel County, that the net proceeds to be derived from the sale of the properties forming the subject of the contracts

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ratified in these proceedings shall be divided among them, as follows:

One-fifth to Marian K. Lamb as guardian for Richard G. Lamb and David K. Lamb;

One-fifth to Olivia M. Lamb;

One-fifth to Harold M. Lamb and Barbara T. Lamb, his wife;

One-fifth to Charles E. Lamb and Marilyn A. Lamb, his wife; and

One-fifth to Charles E. Lamb as Trustee for Katherine E. Lamb Shrimpton.

IN WITNESS WHEREOF, the parties have caused this Stipulation to be entered into this 13th day of March, 1963.

Marian K. Lamb
Marian K. Lamb as guardian for Richard G. Lamb and David K. Lamb

Olivia M. Lamb
Olivia M. Lamb

Harold M. Lamb
Harold M. Lamb

Barbara T. Lamb
Barbara T. Lamb

Charles E. Lamb
Charles E. Lamb

Marilyn A. Lamb
Marilyn A. Lamb

Charles E. Lamb
Charles E. Lamb as Trustee for Katherine E. Lamb Shrimpton

Katherine E. Shrimpton
Katherine E. Shrimpton

RICHARD G. LAMB, et al	:	IN THE CIRCUIT COURT
Plaintiffs	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
JOHN E. LOWELL, et al	:	In Equity
Defendants	:	No. 15309

: : :

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of George L. Clarke, Trustee, respectfully shows:

1. That your Petitioner was appointed Trustee by Decree of this Honorable Court dated the 28th day of February, 1963, to consummate sales in accordance with the terms of the Contracts filed in these proceedings as Examiner's Exhibits D and E.

2. That, in accordance with the provisions of said Decree, your Petitioner filed with the Clerk of this Court, a bond to the State of Maryland, executed by himself and a surety approved by this Court in the penal sum of Twenty-Seven Thousand Dollars ($27,000) conditioned for the faithful performance of the Trust reposed in him by said Decree.

3. That your Petitioner, by good and sufficient deeds, executed and acknowledged according to law, has conveyed to the Contract purchasers, John E. Lowell and Marjorie R. Lowell, his wife as tenants by the entireties, the property described in Examiner's Exhibit D and to Marian K. Lamb, the property described in Examiner's Exhibit E.

4. That your Petitioner has received the sum of Twenty-Six Thousand Two Hundred Twenty Dollars and Ten Cents ($26,220.10) on account of the sales of the properties aforesaid and has deposited the same in an account in the Maryland National Bank (Code No. 243-398-5) in your Petitioner's name as Trustee. The sum of One Thousand Five Hundred Sixty Dollars ($1,560) has been retained by Howard B. McElwain & Company of Annapolis, Maryland, as brokers' commissions, in accordance with Paragraph 4 of Examiner's Exhibit D, and said sum is not included in the amount on

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deposit in your Petitioner's account hereinabove referred to.

5. That your Petitioner has attached hereto a Stipulation, executed by all parties entitled to share in the proceeds from the sales of the properties forming the subject of these proceedings, in which the said parties, subject to the approval of this Honorable Court, have agreed upon an equal division of the net proceeds among them.

6. That your Petitioner desires that the money in his hands arising from the said shares be distributed under direction of this Honorable Court.

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order:

(a) Referring this case to an Auditor for the Statement of an Account; and

(b) Directing that the net proceeds, after allowance of all proper costs, expenses and an attorneys' fee, as approved by this Honorable Court, be divided in accordance with the Stipulation filed herein or in such other manner as the Court may deem fit and proper.

AND, AS IN DUTY BOUND, ETC.

George L. Clarke

George L. Clarke, Trustee

STATE OF MARYLAND

CITY OF BALTIMORE

I HEREBY CERTIFY that on this 3 day of April, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared GEORGE L. CLARKE, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Elaine Berger

Notary Public

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ORDER

Upon the foregoing Petition, Affidavit, and Stipulation, it is this 4th day of April, 1963, by the Circuit Court for Anne Arundel County in Equity ADJUDGED, ORDERED AND DECREED:

(a) That these proceedings be referred to the Auditor for the Statement of an Account; and

(b) That after deducting all proper costs, expenses and an attorneys' fee to George L. Clarke, as approved by Order of this Court, the net proceeds be divided equally among the parties thereunto entitled in accordance with the provisions of the Stipulation attached to the aforegoing Petition.

O. Bowie Duckett
Judge

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In the Case of BOOK 146 PAGE 281

Richard G. Lamb, Infant, et al

VS.

John E. Lowell, et al

In the

Circuit Court

For

Anne Arundel County

No. 15,309 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.

FINAL ORDER

ORDERED BY THE COURT, this 13th day of May, 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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Dr.

Richard G. Lamb, Infant, et al
vs.
John E. Lowell, et al

In Acct. with George E. Clarke, Trustee

BOOK 146 PAGE 282

Cr.

By	Amount of Sale, 149 Monticello Ave., to John E. Lowell & wf., as per Trustees Report of Sale fd.			26,000	00		
	Rent, 149 Monticello Ave., John E. Lowell & wf., 16 Mos. 17 days, @$60.00 per month			994	00		
	Adjustment, City of Annapolis taxes, from 4/2/63 to 6/30/63, 2 months, 28 days			43	21		
By	Amount of Sale, parts of lots 7 & 8, Block G, Spa View Hts., Marian K. Lamb, as per Trustees' Report of Sale fd.			1,000	00		
	Adjustment, City of Annapolis taxes, from 4/2/63 to 6/30/63, 2 months, 28 days			1	12		
By	Interest on $8,000.00 deposit			438	75		
						28,477	08
To	Trustee for fee, as per Order of Court 4/4/63 Viz:	1,500	00				
				1,500	00		
To	Trustee for Court Costs, viz:						
	Plaintiff's Solicitor appearance fee	10	00				
	Defendant's Solicitor appearance fee	10	00				
	Clerk, Court Costs	102	50				
	Sheriff, Baltimore City (J.C.D.)	16	75				
	John G. Rouse, Jr., Examiner & Master's fee	25	00				
	Conchita Tuers, Stenographer's fee	13	00				
	Sheriff, Anne Arundel County (W.R.H.)	2	90				
	Ernest Florestano, Guardian ad litem	4	00				
	Auditor, this account	90	00				
				274	15		
To	Trustee for expenses, viz:						
	T. Carroll Worthington, Appraisal & Testimony	100	00				
	C. A. Remaley, Appraisal & Testimony	50	00				
	Edward Hall III, survey	70	00				
	Capital-Gazette Press, Inc., advertisements	28	75				
	Howard B. McElwain Jr. Co., Broker's commission	1,560	00				
	Real Estate Title Company, cancellation fee	102	50				

	Globe Indemnity Co., Trustee Bond	108 00		
	Insurance, 149 Monticello Ave., 8/1/61 to 4/2/63	61 94		
	Long distance telephone calls	32 65		
	Adjustment, Metered water, 149 Monticello Ave., 1 month, 22 days	3 71		
	½ Federal & State Revenue Stamps, 149 Monticello	42 90		
	½ Federal & State Revenue Stamps, part of lots 7 & 8, Block G, Spa View Hts.	1 65		
	Recording Release & waiver of Dower	9 00		
	Leroy Bald, fee, as per Contract of Sale	100 00		
			2,271 10	
To	Trustee for taxes, viz:			
	State, County & City of Annapolis taxes, 149 Monticello Ave., 8/1/61 to 12/31/61	178 01		
	1962 State & County taxes, 149 Monticello Ave.	266 46		
	1963 State & County taxes, 149 Monticello Ave., 1/1/63 to 4/2/63, 3 months, 2 days & interest	88 69		
	City of Annapolis taxes, 7/1/62 to 6/30/63	182 35		
	1963 State & County taxes, part of lots7& 8, Block G, Spa View Hts., 1/1/63 to 4/2/63, 3 months, 2 days & interest	2 22		
			717 73	
	Balance for distribution	23,714 10		
	DISTRIBUTION, as per Stipulation & Order of Court 4/4/63			
	To Marian K. Lamb, Guardian for Richard G. Lamb & David Lamb, 1/5	4,742 82		
	To Olivia M. Lamb, 1/5	4,742 82		
	To Harold M. Lamb and Barbara T. Lamb, his wf., 1/5	4,742 82		
	To Charles E. Lamb & Marilyn A. Lamb, his wf., 1/5	4,742 82		
	To Charles E. Lamb, Trustee for Katherine E. L. Shrimpton, 1/5	4,742 82		
			23,714 10	
				28,477 08

BOOK 146 PAGE 284

WILLIAM BOWIE SMITH, JR., and DORIS D. SMITH, his wife	:	IN THE
Plaintiffs	:	CIRCUIT COURT FOR
v.	:	ANNE ARUNDEL COUNTY
CAPTAIN KIDD'S YACHT CLUB AND MARINA, INC.	:	
Defendant	:	NO. 15,409 EQUITY

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

ORDER TO DOCKET MORTGAGE FORECLOSURE

Mr. Clerk:

Please docket the above proceedings and file the original mortgage and assignment thereof herewith.

WRIGHT AND COHEN

By _____
John B. Wright
Solicitor for Mortgagees
12 Church Circle
Annapolis, Maryland
Colonial 7-7500

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WRIGHT AND COHEN
ATTORNEYS AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

MORTGAGE FEE—CITY OR COUNTY—Form 16.

BOOK 146 PAGE 285

No. 15,409

BOOK 1472 PAGE 244

THIRD PURCHASE MONEY

THIS MORTGAGE, Made this 1st day of May

in the year nineteen hundred and sixty-one by and between

CAPTAIN KIDD'S YACHT CLUB AND MARINA, INC., a body corporate, of the State of Maryland,

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

WILLIAM BOWIE SMITH, Jr. and DORIS D. SMITH, his wife,

, Mortgagees, of the second part:

20532

Whereas, the said Mortgagor is indebted unto the said Mortgagees in the full and just sum of SIXTEEN THOUSAND SIX HUNDRED NINETY-NINE DOLLARS And SIX CENTS ($16,699.06), as evidence of which the said Mortgagor has this day passed to the said Mortgagees its promissory note for said sum, payable twelve years after date with interest thereon at the rate of four and one-half per centum (4½%) per annum; provided, however, that during the years aforesaid, and any extension or renewal of said years, the said Mortgagor shall pay the monthly sum of ONE HUNDRED FIFTY DOLLARS ($150.00) including interest at the rate aforesaid on the unpaid balance; failure to make any of the aforesaid payments shall constitute a default; and,

Whereas, the parties hereto have agreed that this mortgage should be executed for the purpose of securing the payment of said note, together with any extensions or renewals thereof, or substitutes therefor, at the time limited for the same; provided, however, that the said Mortgagor shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amounts so paid on the principal; the proceeds hereof being a part of the purchase money of the property described herein and conveyed to the said Mortgagor by deed recorded prior hereto.

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

does grant and convey unto the said Mortgagees, their heirs and assigns,

in fee simple, all those lots or parcels of ground situate and lying in the Eighth Election District, the County aforesaid, and described as follows, to wit: ~~Beginning for~~

BEING all of those three parcels of ground containing 0.40 acre, more or less, 0.37 acre more or less and 0.36 acre, more or less, as more particularly described by metes and bounds in deed to the within-named Mortgagor by the within-named Mortgagees intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

To Have and To Hold the aforesaid parcel s of ground and premises unto and to the proper use and benefit of the said Mortgagees, their heirs and assigns, forever.

Provided, that if the said Mortgagor, its successors, executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of SIXTEEN THOUSAND SIX HUNDRED NINETY NINE & 96/100 ---------- 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 its part to be performed, then this Mortgage shall be void.

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

And the said Mortgagor for itself, its successors 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 itself, its successors personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, s their personal representatives or assigns, or William W. Townshend, Jr., their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

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

And the said party of the first part further covenants to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least None 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 the hand and seal of the said Mortgagor:

CAPTAIN KIDD'S YACHT CLUB AND MARINA, INC.

TEST:

By: Franklin F. Kidd [SEAL]

Franklin Kidd, Jr. President

Eleanor M. Dollar

Eleanor M. Dollar

[SEAL]

[SEAL]

State of Maryland, ANNE ARUNDEL COUNTY, ss:

I Hereby Certify, that on this 1st day of May in the year one thousand nine hundred and sixty-one before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared FRANKLIN KIDD, Jr. President of CAPTAIN KIDD'S YACHT CLUB AND MARINA, INC., a body corporate of the State of Maryland, the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be the corporate act, and he is duly authorized to make this affidavit. At the same time also appeared

WILLIAM BOWIE SMITH, Jr. and DORIS D. SMITH, his wife,

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

Witness my hand and Notarial Seal.

Rec'd for record May 2, 1961 at 2:48 P.M.

Mailed to Wm. W. Townshend, Jr.

Eleanor M. Dollar

Eleanor M. Dollar, Notary Public

7.50

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing THIRD PURCHASE MONRY MORTGAGE is truly taken and copied from Liber G.T.C. No. 1472 folio 244 one of the LAND Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 28th day of JANUARY A. D., 1963.

Louis N. Phipps

Clerk of the Circuit Court for Anne Arundel County

4

WILLIAM BOWIE SMITH, JR., and DORIS D. SMITH, his wife	:	IN THE
Plaintiffs	:	CIRCUIT COURT FOR
v.	:	ANNE ARUNDEL COUNTY
CAPTAIN KIDD'S YACHT CLUB AND MARINA, INC.	:	
Defendant	:	NO. 15,409 EQUITY

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BOOK 146 PAGE 253

STATEMENT OF MORTGAGE CLAIM

Mortgage balance as of December 10, 1962	$14,888.14
4-1/2% interest to February 1, 1963	110.92
Total	$14,999.06

STATE OF MARYLAND ANNE ARUNDEL COUNTY:

I hereby certify that before me the undersigned, a Notary Public in and for the state and county aforesaid, on this 15th day of January, 1963, personally appeared WILLIAM BOWIE SMITH, JR. and DORIS D. SMITH, his wife, mortgagees named in the mortgage from Captain Kidd's Yacht Club and Marina, Inc. recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1472, folio 244, and they made oath in due form of law that the foregoing is a true statement of the amount due under the captioned mortgage which has been filed in the above proceedings.

As Witness my hand and notarial seal.

NOTARY PUBLIC ANNE ARUNDEL CO.

Notary Public

WRIGHT AND COHEN
ATTORNEYS AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

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WRIGHT and COHEN
Attorneys

Mortgage Sale

Captain Kidd's Yacht Club, Deale, Maryland, (formerly Anglers' Inn) on 1.13 acres of property fronting on both Tracy's Creek and Md. Route 256 in Deale.

Under and by virtue of the power of sale contained in a mortgage dated May 1, 1961 from Captain Kidd's Yacht Club and Marina, Inc. to William B. Smith, Jr. and Doris D. Smith, his wife, recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1472, folio 244, default having occurred thereunder, the undersigned mortgagees will sell at public auction on the premises in Deale on

Sat., March 2, 1963
At 2:00 P.M.

all of those three parcels of property containing 0.40 acre, 0.37 acre and 0.36 acre, respectively, more or less, as described by metes and bounds in a deed dated May 1, 1961 from William B. Smith, Jr. and wife to Captain Kidd's Yacht Club and Marina, Inc., recorded among said land records in Liber G. T. C. 1472, folio 241.

Improvements on said properties are now known as Captain Kidd's Yacht Club and were formerly known as Anglers' Inn.

Subject to the operation and effect of a mortgage on said property dated March 20, 1957 to United Federal Savings and Loan Association, recorded among said land records in Liber G. T. C. 1105, folio 410; and also subject to a mortgage on said property dated March 20, 1957 to Richard M. McDonald and wife, recorded among said land records in Liber G.T.C. 1105, folio 414. The amounts of the balances of said mortgages will be announced at the time of sale.

TERMS OF SALE: A deposit of $1,000.00 at the time and place of sale, balance upon ratification of the sale by the Circuit Court for Anne Arundel County and to bear interest from the day of sale. Documentary stamps to be paid by the purchaser.

WILLIAM B. SMITH, JR.
DORIS D. SMITH
Mortgagees
ROBERT H. CAMPBELL
Auctioneer

F-23

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 289

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 26 1963

We hereby certify, that the annexed

Mortgage Sale

Captain Kidd's Yacht Club

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of March, 1963. The first insertion being made the 7th day of February, 1963.

FILED
1963 FEB 27 PM 4:07

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 11 PAGE 572

BOOK 146 PAGE 290

WILLIAM BOWIE SMITH, JR. and DORIS D. SMITH, his wife	:	IN THE
Plaintiffs	:	CIRCUIT COURT FOR
v.	:	ANNE ARUNDEL COUNTY
CAPTAIN KIDD'S YACHT CLUB AND MARINA, INC.	:	
Defendant	:	NO. 5,1 EQUITY

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

MORTGAGE FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, William Bowie Smith, Jr. and Doris D. Smith, his wife, as Principals, and Firemen's Fund Insurance Company, a body corporate authorized to do business and issue surety bonds 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 Dollars ($15,000.00), current money, to be paid to this said State or its Attorney to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals and dated this 1st day of March, 1963.

WHEREAS, by virtue of a power of sale contained in a mortgage from Captain Kidd's Yacht Club and Marina, Inc. to William Bowie Smith, Jr. and Doris D. Smith dated May 1, 1961 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1472, folio 244, the said Principals are authorized and empowered to make the sale of the sale of the property described in said mortgage; and

WHEREAS default has been made in said payment and the Principals herein are about to exercise said power and make sale of the property described as aforesaid in said mortgage,

WRIGHT AND COHEN
ATTORNEYS AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

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1963 MAR -4 AM 11:03

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LIBER 11 PAGE 573 BOOK 146 PAGE 291

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Principals do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

ATTEST:

William Bowie Smith, Jr. (SEAL)

Doris D. Smith (SEAL)

FIREMEN'S FUND INSURANCE COMPANY

By Charlotte C. Rudder
Attorney in Fact

Bond approved on the date of filing:

Louis N. Phipps
Louis N. Phipps, Clerk

ROBERT H. CAMPBELL - - - - Auctioneer

WRIGHT AND COHEN, Attorneys
12 Church Circle
Annapolis, Maryland

Eq 15409

MORTGAGE SALE

Captain Kidd's Yacht Club, Deale, Maryland, (formerly Anglers' Inn) on 1.13 acres of property fronting on both Tracy's Creek and Md. Route 256 in Deale.

Under and by virtue of the power of sale contained in a mortgage dated May 1, 1961 from Captain Kidd's Yacht Club and Marina, Inc. to William B. Smith, Jr. and Doris D. Smith, his wife, recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1472, folio 244, default having occurred thereunder, the undersigned mortgagees will sell at public auction on the premises in Deale on

SATURDAY MARCH 2, 1963

at 2:00 P.M.

all of those three parcels of property containing 0.40 acre, 0.37 acre and 0.36 acre, respectively, more or less, as described by metes and bounds in a deed dated May 1, 1961 from William B. Smith, Jr. and wife to Captain Kidd's Yacht Club and Marina, Inc., recorded among said land records in Liber G.T.C. 1472, folio 241.

Improvements on said properties are now known as Captain Kidd's Yacht Club and were formerly known as Anglers' Inn.

Subject to the operation and effect of a mortgage on said property dated March 20, 1957 to United Federal Savings and Loan Association, recorded among said land records in Liber G.T.C. 1105, folio 410; and also subject to a mortgage on said property dated March 20, 1957 to Richard M. McDonald and wife, recorded among said land records in Liber G.T.C. 1105, folio 414. The amounts of the balances of said mortgages ~~will be announced at the time of sale.~~ are $7,497.37 and $1,789.58, respectively.

TERMS OF SALE: A deposit of $1,000.00 at the time and place of sale, balance upon ratification of the sale by the Circuit Court for Anne Arundel County and to bear interest from the day of sale to the day of settlement. Taxes and all other charges to be adjusted to the day of sale. Documentary stamps to be paid by the purchaser.

WILLIAM B. SMITH, JR.
DORIS D. SMITH
Mortgagees

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1963 MAR -5 PM 1:23

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BOOK 146 PAGE 293

CERTIFICATE OF ~~PURCHASE AT~~ PUBLIC SALE

I hereby certify that I have on this 2nd day of March, 1962 sold at public auction the property described on the reverse side of this handbill, formerly owned by Captain Kidd's Yacht Club and Marina, Inc., unto the high bidder(s), WILLIAM B. SMITH JR. AND DORIS D. SMITH at and for the high bid sum of $ 11,000.00, being then and there the highest bidder(s) therefor.

Robert H. Campbell
Auctioneer

PURCHASERS CERTIFICATE

I/We Hereby Certify that I/we have on this 2nd day of March, 1963, purchased the aforementioned property described on the reverse side of this handbill at and for the high bid sum of $ 11,000.00, and I/we hereby agree to comply with the terms of sale.

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BOOK 146 PAGE 294

WILLIAM BOWIE SMITH, JR. and DORIS D. SMITH, his wife	*	IN THE
Plaintiffs	*	CIRCUIT COURT FOR
v.	*	ANNE ARUNDEL COUNTY
CAPTAIN KIDD'S YACHT CLUB AND MARINA, INC.	*	
Defendant	*	NO. 15,409 EQUITY

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of William Bowie Smith, Jr. and Doris D. Smith, his wife, by Wright and Cohen, their solicitors, respectfully shows:

That under and by virtue of a power of sale contained in a third purchase money mortgage dated May 1, 1961 from Captain Kidd's Yacht Club and Marina, Inc. to William Bowie Smith, Jr. and Doris D. Smith, his wife, recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1472, folio 244, default having occurred thereunder, after having given due notice of the time, place, manner and the terms of sale by advertisement in the Evening Capital, 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, the said mortgagees offered the property described in said mortgage at the premises in Deale at 2:00 p. m. Saturday, March 2, 1963, and then and there sold the said property, subject to the first and second mortgages on said property described in the annexed handbill, at and for the total sum of ($11,000) Eleven Thousand Dollars to William Bowie Smith, Jr. and Doris D. Smith, his wife, being at that figure the highest bidders therefor.

WRIGHT AND COHEN
ATTORNEYS AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

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And the said mortgagees further report that the deposit payment of $1,000.00 has been made to their solicitors; and execution of the purchaser's agreement to comply with the terms of sale has been made as shown on the annexed Certificate of Purchase at public sale which is filed herewith and is prayed to be taken as a part hereof.

BOOK 146 PAGE 295

Said mortgagees further state, in accordance with Rule BR6, that said sale was fairly made to the highest bidders as aforesaid, that as high bidders they were not acting as agent for anyone else, that no others were or are interested as principals, and that they did not directly or indirectly discourage anyone from bidding for the said property.

And, as in duty bound, etc.

John B. Wright
Solicitor for Mortgagees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I hereby certify that before, the undersigned, a Notary Public in and for the state and county aforesaid, on this 4th day of March, 1963, personally appeared WILLIAM BOWIE SMITH, JR., and DORIS D. SMITH, his wife, mortgagees in the captioned matter, and they made oath in due form of law that the matters stated in the foregoing Report of Sale are true.

As Witness my hand and notarial seal.

JOHN D. WRIGHT ANNE ARUNDEL CO. NOTARY PUBLIC

Notary Public

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ORDER NISI

WILLIAM BOWIE SMITH, JR. AND
DORIS D. SMITH, HIS WIFE

versus

CAPTAIN KIDD'S YACHT CLUB AND
MARINA, INC.

BOOK 146 PAGE 296

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,409 Equity

Ordered, this 5th day of March, 19 63, That the sale of the property in these proceedings mentioned made and reported by William Bowie Smith, Jr. and Doris D. Smith, his wife, by Wright and Cohen, their solicitors

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of April next.

The report states that the amount of sale was $ 11,000.00

Louis H. Phipps Clerk.

True Copy,

TEST: Clerk.

WRIGHT & COHEN, ATTYS.
FOR: EVENING CAPITAL Mar. 9th Edition

(Final Order)

WILLIAM BOWIE SMITH, JR. AND
DORIS D. SMITH, HIS WIFE

versus

CAPTAIN KIDD'S YACHT CLUB AND
MARINA, INC.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of April, 1963 that the sale made and reported by the Mortgagees 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 Mortgagees ~~allowed~~ the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse
JUDGE.

FILED
1963 APR 15 PM 2:21

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Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,409 Equity
WILLIAM BOWIE SMITH, JR.
And
DORIS D. SMITH, his wife
VERSUS
CAPTAIN KIDD'S YACHT CLUB AND MARINA, INC.

Ordered, this 5th day of March, 1963. That the sale of the property in these proceedings mentioned made and reported by William Bowie Smith, Jr. and Doris D. Smith, his wife, by Wright and Cohen, their solicitors BE RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 10th 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 10th day of April next.

The report states that the amount of sale was $11,000.00.

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

M-30

FILED
1963 APR -3 AM 9:19
No. E. C. 34756

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OFFICE OF

Evening Capital

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

BOOK 146 PAGE 297

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 1, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,409

Captain Kidd's Yacht Club and Marina, Inc.

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 10th day of April, 1963. The first insertion being made the 9th day of March, 1963

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 146 PAGE 298

WILLIAM BOWIE SMITH, JR. and DORIS D. SMITH, his wife	*	IN THE
Plaintiffs	*	CIRCUIT COURT FOR
v.	*	ANNE ARUNDEL COUNTY
CAPTAIN KIDD'S YACHT CLUB AND MARINA, INC.	*	
Defendants	*	NO. 15,409 EQUITY

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

PETITION FOR APPOINTMENT OF TRUSTEE TO CONVEY PROPERTY

FILED
1963 APR 18 PM 12:58

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The plaintiffs in this cause, by Wright and Cohen, their solicitors, in accordance with Rule W74 g. 2. regarding appointment of a trustee to convey the property to new purchasers after a mortgage foreclosure sale in which the vendors and vendees are the same persons, petition the Court to appoint said trustee.

And, as in duty bound, etc.

WRIGHT and COHEN

By _____
John B. Wright
Solicitor for Plaintiffs

O R D E R

Upon the foregoing petition it is this 18th day of April, 1963, ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, that John B. Wright be, and he is hereby, appointed trustee to convey the property described in this cause to the purchasers upon payment of the purchase money.

FILED
1963 APR 19 PM 3:25

George Sachse
Judge

WRIGHT AND COHEN
ATTORNEYS AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

15

In the Case of

WILLIAM BOWIE SMITH, JR. and
DORIS D. SMITH, his wife,

VS.

CAPTAIN KIDD'S YACHT CLUB AND MARINA, INC.

In the

Circuit Court

For

Anne Arundel County

No. 15,409 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 29 AM 11:56

All of which is respectfully submitted.
April 29, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 15th day of May, 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: [signature], deputy

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Dr. WILLIAM BOWIE SMITH, JR. and DORIS D. SMITH, his wife, vs.
CAPTAIN KIDD'S YACHT CLUB AND MARINA, INC.

BOOK 146 PAGE 300

In Acct. with WILLIAM BOWIE SMITH, JR. and DORIS D. SMITH, his wife

					Cr.	
1963						
March	2	Proceeds of Sale	11,000	00	11,000	00
					11,000	00
		To Mortgagees for fee, viz:	100	00		
		To Mortgagees for commissions, viz:	360	00	460	00
		To Mortgagees for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court costs	30	75		
		Auditor - stating this account	22	50	63	25
		To Mortgagees for expenses, viz:				
		Capital-Gazette Press - advertising sale	47	25		
		Capital-Gazette Press - Order nisi, sale	15	00		
		Speer Publications - Handbills	18	03		
		Robert H. Campbell - auctioneer fee	60	00		
		Firemans Fund Ins. Co.-Bond premium	60	00		
		Clerk of Court-certified copy of Mortgage	3	00		
		1963 County & State taxes adj. (257.82) 1/1/63 to 4/23/63	79	82		
		One-half cost documentary stamps	18	15		
		John B. Wright - notary fee	1	00	302	25
		To William Bowie Smith, Jr. and Doris D. Smith-this balance on account of claim filed	10,174	50	10,174	50
					11,000	00

		Amount of Mortgage claim filed	14,999	06		
		Interest on principal balance of $14,888.14 from 2/1/63 to 4/23/63-81 days @ 4½%	148	73		
			15,147	79		
		Cr. - amount allowed above	10,174	50		
		Balance subject to decree in personam	4,973	29		

IN THE MATTER OF THE	*	BOOK 146 PAGE 302
DEED OF TRUST	*	IN THE CIRCUIT COURT
FROM	*	
		FOR
GEORGE P. WOLF, SR. and JEANNE D. WOLF, his wife Pine Avenue near McKinsey Road Cape Arthur, Maryland	*	ANNE ARUNDEL COUNTY
	*	
TO	*	IN EQUITY
	*	
SAM W. BORDEN and RICHARD D. BIGGS, TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	*	No. 15,358 Equity

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

Mr. Clerk:

Please docket this suit by titling, file the original Deed of Trust marked "Exhibit Number 1" and original of the Deed of Trust Note marked "Exhibit Number 2".

Richard D. Biggs, Attorney

FILED

1963 JAN -2 AM 10:26

BOOK 146 PAGE 303

DEED OF TRUST LIBER 1110 PAGE 331 No. 15,358 Equity

THIS DEED, made this 1st day of April, 1957, by and between George P. Wolf, Sr. and Jeanne D. Wolf, his wife, of Anne Arundel County, State of Maryland party of the first part, and Sam W. Borden and RICHARD D. BIGGS, Trustees as hereinafter set forth, parties of the second part:

WHEREAS, the party of the first part is justly indebted unto LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate duly incorporated under the laws of the United States, in the principal sum of Twenty-two thousand seven hundred dollars ($22,700.00) with interest from date of the rate of five&one-half (5½%) per cent per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith interest only being payable monthly on the first day of each month for a period of nine months from date, and principal and interest payable in monthly installments of One hundred fifty-six dollars and sixteen cents ($156.16) commencing on the first day of January, 1958 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 December, 1977.

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

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part in consideration of the premises and of one dollar, lawful money of the United States of America, to it in hand paid by the parties of the second part, the receipt of which, before the sealing and delivery, of these presents, if hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, the survivor of the, and his or their successors in trust, the following described land and premises, situate in Anne Arundel County, State of Maryland

1963 JAN -2 AM 10:27 FILED

STAMPS $4.75

(over)

"EXHIBIT NUMBER 1"

2

Being known and designated as ~~Lot~~ No. 160, as shown on the Plat of Section III of Cape Arthur, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, folio 5.

Being same lot of ground in Deed dated even date herewith and recorded among the Land Records of Anne Arundel County prior hereto from Arthur William Giddings and wife to George P. Wolf, Sr. and wife.

If the indebtedness in this Deed of Trust and the note referred to herein is paid before maturity, and if any prepayment equals or exceeds 20 per centum of the original principal amount of the loan, 180 days interest at the rate specified herein on the amount prepaid shall be paid to Loyola Federal Savings and Loan Association and/or its assigns.

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

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, the survivor of them, and his or their successors in trust, forever in fee simple.

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

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

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment or demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at five per centum (5%) per annum from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being

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so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one or more parcels at such time and place, and after such previous public advertisement as the party of the second part, or any Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money and shall apply the proceeds of said sale or sales; Firstly, to pay all proper costs, charges, and expenses including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessment, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of five per centum (5%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, its administrators, or assigns, upon the delivery and surrender to the purchaser, his, or her, or their heris, personal representatives or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

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

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more payments on the principal that are next due on the note, on the first day of any month prior to maturity: Provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment:

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

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fully paid, the following sums:

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premiums covered hereby (all as estimated by the holder of the note) less all sums already paid therefore, 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 the holder of the note in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the holder of the note to the following items in the order set forth:

1. Ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums:

2. Interest on the note secured hereby, and

3. Amortization of the principal of the said note

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

3. That if the total of the payments made by the party of the first part under (a) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes, or assessments or insurance premiums, as the case may be such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (a) paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums as the case may be, when the same shall become due and payable, then the party of

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the first part shall pay to the holder of said note any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the party of the first part balance remaining in the funds accumulated under the provision of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this deed of trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default, the holder of the note shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

4. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents, for which provision has not been made hereinbefore and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

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

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premium on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses

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in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and such insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half ($\frac{1}{2}$) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

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

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

10. Partial releases and deeds of reconveyance in part may be secured upon payment of such sums as may be agreed upon between the parties without necessity of purchaser seeing to the application of said funds.

11. And the said party of the first part hereto, at any time prior to a default in payment of principal and interest on the aforesaid note, shall have the privilege of paying off on account of the entire balance of principal and inter-

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est on any one or more of the aforesaid property or properties such sum as may be acceptable to the then holder of the note but not greater than the capitalization at the rate of six per cent (6%) per annum of the amount of any annual ground rent or ground rents which the said party of the first part hereto may create on any one or more of the property or properties hereinbefore described or referred to and upon payment of the said sum for each of said properties the said parties of the second part hereto as trustees, or their successor in trust, with the joinder of the then holder of the note, are herewith empowered to execute and deliver to the said party of the first part, a deed of partial release of the reversionary interest created out of any one or all of the aforesaid properties upon payment to said trustees of the said sum on each of said ground rents and the purchaser or purchasers of said ground rents are herewith relieved from looking to the application of the proceeds of such payment to the aforesaid trustee, or their successors in trust, and the said trustees shall pay to the holder of the note the full amount collected by said trustees, or their successors in trust, for or on account of any ground rent so created and the holder of said note agrees to look solely to the said trustees for such payment and waives any right to demand payment from any purchaser or purchasers of the reversionary or ground rent interest so created; the said parties of the second part as trustees, or their successor in trust, reserve, however, the full and complete title to the leasehold estates when and if created as aforesaid, and also reserve as to said leasehold estates each and every right, power, privilege, and authority granted to them as trustees under this deed of trust. Wherever in this paragraph reference is made to any one or more properties it shall be understood to mean and cover any part or parts of said property or properties, or any interest or estate therein, or any subdivision or subdivisions thereof satisfactory to the trustees.

12. That the Loyola Federal Savings and Loan Association, and its assigns, shall have power to be exercised any time hereafter to substitute a trustee or trustees in place of the trustee or trustees herein named, or any of them, by an instrument in writing duly executed, acknowledged and recorded among the Land Records of Baltimore City or County in which the real estate secured hereunder is situated, and that when such instrument is recorded all the estate of the trustee or trustees thus superseded shall terminate and the title to the hereinbefore described land heretofore vested in such trustee or trustees shall cease and determine and shall be

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vested in the trustee or trustees named as his or their successors, who shall have the same powers, rights and duties as the trustee or trustees so superseded had under this deed of trust; and that the exercise of this right to appoint a successor trustee, no matter how often exercised, shall not be deemed an exhaustion of said rights.

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 hands and seals of the parties of the first part.

Witness:

Regina Graham

George P. Wolf, Sr. (SEAL)

Jeanne D. Wolf (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 1st day of April 1957, before me the subscriber, a notary public of the State of Maryland, in and for Baltimore City, personally appeared George P. Wolf, Sr. and Jeanne D. Wolf, his wife and acknowledged the aforegoing Deed of Trust to be their act.

Witness my hand and notarial seal.

Regina Graham, Notary Public

REGINA GRAHAM NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record April 8 1957 at 12:58 P.M.
Mailed to Richard D. Biggs

10

48402
m/a-Manhattan
Beach rd-
Severna Pk. md.

"EXHIBIT NUMBER 2"

BOOK 146 PAGE 312
No. 15,358 Equity

DEED OF TRUST NOTE

Baltimore, Marylahd

April 1 1957

$ 22,700.00

FOR VALUE RECEIVED, the undersigned promise to pay to LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, or order, the principal sum of Twenty-two thousand seven hundred dollars - - -($22,700.00) - with interest from date at the rate of five & one-half percent per annum on the unpaid balance until paid, said principal and interest being payable at the office of Loyola Federal Savings and Loan Association in Baltimore, Maryland, or in such other place as the holder hereof may designate in writing, interest only being payable monthly on the first day of each month for a period of 9 mos. from date and principal and interest being payable in monthly installments of One hundred fifty-six dollars and sixteen cents -($156.16) commencing on the first day of January, 1958 , 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 December, 1977.

If default be made in the payment of any installment under this note, and if such default is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Presentment, protest and notice are hereby waived.

Witness our hands and seals.

Witness:

Regina Graham

George P. Wolf, Sr. (SEAL)

Jeanne D. Wolf (SEAL)

This is to certify that this is the note described in, and secured by a Deed of Trust of even date herewith and in the same principal amount as herein states to Sam W. Borden and Richard D. Biggs, Trustee on real estate located in Anne Arundel County, State of Maryland; known as Lot No. 160, Plat of Section III of Cape Arthur.

Dated this 1st day of April, 1957

REGINA GRAHAM NOTARY PUBLIC BALTIMORE, MD.

Regina Graham Notary Public

FILED
1963 JAN -2 AM 10:26

IN THE MATTER OF THE	*	BOOK 146 PAGE 313
DEED OF TRUST	*	IN THE
FROM	*	
GEORGE P. WOLF, SR. and JEANNE D. WOLF, his wife Pine Avenue near McKinsey Road Cape Arthur, Maryland	*	CIRCUIT COURT FOR
TO	*	ANNE ARUNDEL COUNTY
SAM W. BORDEN and RICHARD D. BIGGS, TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	*	IN EQUITY No. 15,358 Equity

* * * * * * * * * * *

MILITARY SERVICE AFFIDAVIT

STATE OF MARYIAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 28th day of December, 1962, before me, the sub scriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Ioan Association, and made oath in due form of law that he knows the defendant herein and that to the best of his 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 nited States;

(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.

James H. Jones
James H. Jones, Affiant

Carolyn M. Bindeman
Carolyn M. Bindeman, Notary Public

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1963 JAN -2 AM 10:26

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BOOK 146 PAGE 314

IN THE MATTER OF THE	*	IN THE
DEED OF TRUST	*	CIRCUIT COURT
FROM	*	FOR
GEORGE P. WOLF, SR. and JEANNE D. WOLF, his wife Pine Avenue near McKinsey Road Cape Arthur, Maryland	*	ANNE ARUNDEL COUNTY
TO	*	IN EQUITY
SAM W. BORDEN and RICHARD D. BIGGS, TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	*	No. 15,358 Equity

* * * * * * * * *

CLAIM OF LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Statement of the Claim of Loyola Federal Savings and Loan Association on Note covered by Deed of Trust from George P. Wolf, Sr. and Jeanne D. Wolf, his wife, to Sam W. Borden and Richard D. Biggs, Trustees, dated the 1st day of April, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1110 folio 331

Original Amount of Note dated 4/1/57	$22,700.00	
Paid on account of principal	3,119.54	
Balance Due		$19,580.46
Property Expense Balance, Debit		181.35
		19,761.81
Interest from March 1, 1962 through December 31, 1962		897.40
		$20,659.21

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 28th day of December, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association and made oath that the foregoing is a just and true statement of the amount of the claim under the Deed of Trust Note filed in the said cause now remaining due and unpaid.

Carolyn M. Bindeman
Carolyn M. Bindeman, Notary Public

FILED

1963 JAN -2 AM 10:26

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No. 15,358 Equity

LIBER 11 PAGE 526

BOOK 146 PAGE 315

KNOW ALL MEN BY THESE PRESENTS, That we, Sam W. Borden and Richard D. Biggs, Trustees of 2 W. Preston Street, Baltimore 1, Maryland and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK a corporation 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 Twenty-One Thousand 00/100 ($21,000.00)----------Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof 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 28th day of December, in the year of our Lord one thousand nine hundred and Sixty-Two.

WHEREAS, BY DEED OF TRUST, dated the 1st day of April, nineteen hundred and Fifty-Seven, and left to be recorded among the Land Records of Anne Arundel County on the ____ day of ____, 19___, George P. Wolf, Sr. and Jeanne D. Wolf, His Wife did grant, bargain and sell, assign and transfer unto Sam W. Borden and Richard D. Biggs Trustees, as therein named their (personal representatives) heirs, executors, administrators and assigns, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Sam W. Borden and Richard D. Biggs do and shall well and faithfully perform the trust reposed in them in and by the above Deed of Trust mentioned and declared; and also, do and shall well and faithfully perform the trust reposed in h m by said deed, and observe the provisions of the Maryland Code of Public General Laws relating to Trustees and Receivers, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS, the hand and seal of the said Sam W. Borden and Richard D. Biggs and the corporate name and seal of the said THE FIDELITY AND CASUALTY COMPANY OF NEW YORK subscribed and affixed by its duly authorized attorney.

Signed, sealed and delivered in the presence of:

Mary Ellen Sheer

Martha Cunningham

Sam W. Borden (SEAL)

Richard D. Biggs (SEAL)

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
(Surety Company)

BY: Earl W. Ussery, Attorney

Bond approved this 2nd day of Jan., 1963

Louis N. Phipps, Clerk

FILED

1963 JAN -2 AM 10.26

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STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 18th 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 R. J. Schmitz, purchaser at the foreclosure sale in this cause, and made oath in due form of law (~~that he is the purchaser and purchased the same as principal and not as agent for anyone~~) (that he is the agent for the purchaser, Loyola Federal S & L Assn.) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Loyola Fed'l S/L (SEAL)
Purchaser
R J Schmitz

Notary Public

FILED
1963 FEB 27 PM 4:06

15

IN THE MATTER OF THE	*	BOOK 146 PAGE 317
DEED OF TRUST	*	IN THE CIRCUIT COURT
FROM	*	
GEORGE P. WOLF, SR. and JEANNE D. WOLF, his wife Pine Avenue near McKinsey Road Cape Arthur, Maryland	*	FOR ANNE ARUNDEL COUNTY
TO	*	IN EQUITY
SAM W. BORDEN and RICHARD D. BIGGS, TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	*	No. 15358 Equity

* * * * * * * * * *

REPORT OF SALE

The Report of Sale of Sam W. Borden and Richard D. Biggs, Trustees under a certain Deed of Trust from George P. Wolf, Sr. and Jeanne D. Wolf, his wife, to Sam W. Borden and Richard D. Biggs, Trustees dated the 1st day of April, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1110 folio 331, default having occurred under the terms thereof, at the request of the party secured and after giving notice of the time, place, manner and terms of sale by advertisements inserted in The Capital-Gazette Press, Inc. and The Baltimore Sun, newspapers published in Anne Arundel County and Baltimore City, for at least four (4) weeks prior to the sale, they did, pursuant to said notice, on the premises, on Monday, February 18, 1963, at 11:00 o'clock a.m., then and there proceed to sell the property mentioned in these proceedings, that is to say:

Your Trustees offered for sale all that piece or parcel of ground with improvements thereon being known and designated as Lot No. 160, as shown on the Plat of Section III of Cape Arthur, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, folio 5, in fee simple.

FILED

1963 FEB 27 PM 4:06

16

And your Trustees sold the above described property unto Loyola Federal Savings and Loan Association for the sum of Twenty-two Thousand Dollars ($22,000.00), it being at that price the highest bidder therefore, the terms being cash upon ratification of sale by the Court.

Respectfully submitted,

Sam W. Borden, Trustee

Richard D. Biggs, Trustee

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 18th day of February, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Sam W. Borden and Richard D. Biggs, Trustees, mentioned in the aforegoing Report of Sale, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Carolyn M. Bindeman, Notary Public

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ORDER NISI

IN THE MATTER OF THE DEED OF TRUST
FROM
GEORGE P. WOLF, SR., and
JEANNE D. WOLF, his wife
TO
SAM W. BORDEN and
RICHARD D. BIGGS, Trustees

BOOK 146 PAGE 319

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,358 Equity

Ordered, this 27th day of February, 19 63, That the sale of the property in these proceedings mentioned made and reported by Sam W. Borden and Richard D. Biggs, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of April next.

The report states that the amount of sale was $ 22,000.00

Louis Y. Phipps Clerk.

True Copy,

TEST: Clerk.

Richard D. Biggs, Atty. Maryland Gazette (for Mar. 7 edition)

(Final Order)

IN THE MATTER OF THE DEED OF TRUST
FROM
GEORGE P. WOLF, SR., and
JEANNE D. WOLF, his wife
TO
SAM W. BORDEN and
RICHARD D. BIGGS, Trustees

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of April, 1963 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bruce Duckett

JUDGE.

FILED
1963 APR 10 AM 10:27

18

BOOK 146 PAGE 320

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 15,358 EQUITY
IN THE MATTER OF THE DEED OF TRUST FROM GEORGE P. WOLF, SR., and JEANNE D. WOLF, his wife
to
SAM W. BORDEN and RICHARD D. BIGGS, Trustees

Ordered, this 27th day of February, 1963, That the sale of the property in these proceedings mentioned made and reported by Sam W. Borden and Richard D. Biggs, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of April next.

The report states that the amount of sale was $22,000.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk.
M-28

FILED
'63 APR -3 AM 9:19

No. M. G. 34742
19

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 29, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,358
George P. Wolf, Sr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of April, 1963. The first insertion being made the 7th day of March, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE
OF GEORGE P. WOLF, SR., AND JEANNE D. WOLF,
his wife
VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,358 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 APR 29 AM 11:54

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 15th day of May, 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 MAY 15 AM 11:39

20

Dr.

Mortgaged Real Estate of George P. Wolf, Sr.
& Jeanne D. Wolf, his wife

BOOK 146 PAGE 322

In Acct. with Sam W. Borden & Richard D. Biggs, Trustees

Cr.

By	Amount of Sale, as per Trustee's Report of Sale fd		22,000 00		
By	Interest, 6%, on deferred payment $22,000.00 from 2/18/63 to 4/10/63		146 60		
				22,146	60
To	Trustees, for commission, viz:	690 00			
			690 00		
To	Trustees, for Court Costs, viz:				
	Plaintiff's solicitor appearance fee	10 00			
	Clerk, Court Costs	28 00			
	Auditor, this account	30 00			
			68 00		
To	Trustees, for expenses, viz:				
	Capital-Gazette Press, Inc., Adv. & Nisi - Sale	92 00			
	Sunpapers, Advertisement - Sale	41 60			
	Fidelity & Casualty Co., Bond premium	115 00			
	E. T. Newell & Co. Inc., Auctioneer's fee	75 00			
	E. J. Chaffon, Federal Lien examination	5 00			
	Notary fees	2 00			
			330 60		
To	Loyola Federal Savings & Loan Assoc., Mortgagee,				
	in full for Mortgage claim	20,659 21			
	Interest, 5½%, on principal balance, $19,580.46				
	from 1/1/63 to 5/10/63	388 87			
			21,048 08		
To	United States, for Internal Revenue taxes, on				
	account of claim filed	9 92			
			9 92		
				22,146	60

LESTER CHENOWETH
8 Broadway
Blossom Hills
Pasadena, Anne Arundel
County, Maryland

BOOK 146 PAGE 323

Plaintiff

NO. 15,170 EQUITY

vs

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

IN

THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

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

MURRAY FEIGIN
4911 Belle Avenue
Baltimore 7, Maryland

GEORGE A. HEINFIELD
1113 East Baltimore Street
Baltimore, Maryland

Individually and as surviving directors, surviving officers, and trustees of Old Orems Building and Development Corporation, a former body corporate of the State of Maryland

AND any and all persons having or claiming to have any interest in property in the Third Election District of Anne Arundel County, Maryland, designated and described as "25 ft. lot 106, Blk C as situated at Blossom Hills", with a frontage on the South Side of Belle of Georgia Avenue of 25 feet with an even depth therefrom of 180 feet, which said property lies immediately West of lot numbered 107 of Block "C", all as shown on the plat entitled "Blossom Hills, Section 1, 2nd Amendment, Third Election District, A.A. Co., Md." dated April 1957, made by James D. Hicks & Assoc., recorded among the Plat Records of Anne Arundel County in Plat Book No. 29, page 34.

Defendants

1962 SEP -5 AM 10:16

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining, says:

First: That a search of the land records, the records of the Register of Wills, and the Equity and Law Records of Anne Arundel County, discloses that the named defendants were the owners of the property, hereinafter described, at the time it was sold at tax sale to the Complainant by the Treasurer of Anne Arundel County.

Second: That on or about the Tenth day of October, 1960, the certificate of tax sale attached hereto and marked "Complainant's Exhibit No. 1" was issued by Edward M. Dunn, Jr., the Collector of Taxes for the State of Maryland and Anne Arundel County, to your orator, which certificate is prayed to be taken as a part hereof.

Third: That the property mentioned in said certificate is described as follows:

All that tract, part of a tract, piece or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County in the State of Maryland, with a frontage on the South side of Belle of Georgia Avenue (60 feet wide) of twenty-five feet with an even depth therefrom of one hundred eighty (180) feet which lies immediately west of lot numbered one hundred seven (107) of Block "C", all as shown on the plat entitled "Blossom Hills, Section 1, 2nd Amendment, Third Election District, A.A. Co., Md.," dated April, 1957, made by James D. Hicks & Assoc., surveyor, and recorded among the plat records of Anne Arundel County in Plat Book No. 29, page 34, and being more particularly described by metes and bounds, according to a plat and survey thereof made in April, 1961, by James D. Hicks, surveyor, as follows:

BEGINNING for the same at the northwesternmost corner of said lot numbered one hundred seven (107) as shown on the aforesaid plat of Blossom Hills and thence running North 72 degrees 27 minutes 00 seconds West 25 feet along the southernmost side of Belle of Georgia Avenue (60 feet wide) as shown on said plat of Blossom Hills; thence leaving said southernmost side of Belle of Georgia Avenue and running South 17 degrees 32 minutes 20 seconds West 180 feet; thence running South 72 degrees 27 minutes 40 seconds East 25 feet to the southwesternmost corner of said lot numbered one hundred seven (107); thence running with the westernmost line of said lot numbered one hundred seven (107), North 17 degrees 32 minutes 20 seconds East 180 feet to the place of beginning, and being part of the same property which was conveyed by Wallace Ketcham and Mary Ketcham, his wife, to Old Orems Building and Development Corporation, a body corporate of the State of Maryland, by deed dated July 14, 1956, and recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1054, folio 187, and which said property was at the date of the collector's sale assessed to said Old Orems Building and Development Corporation, a former Maryland Corporation, the charter of which was forfeited and annulled by the State of Maryland on or about October 29, 1958, said property having been described on said Certificate of Tax Sale as "25 ft lot 106 Blk C as situated at Blossom Hills". The last known address of the said Old Orems Building and Development Corporation was 2107 Old Orems Road, Baltimore, Maryland, and the last officers and directors of Old Orems Building and Development Corporation were joined herein individually and as last officers and last directors and as trustees thereof are Benjamin E. Masters, Resident Agent of said former body corporate, whose last known address is 6 F Alder Drive,

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Middle River, Baltimore County, Maryland, or 1017 Fidelity Building, Baltimore 1, Maryland; Murray Feigin, whose last known address is 4911 Belle Avenue, Baltimore 7, Maryland; and George A. Heinfield, whose last known address is 1113 East Baltimore Street, Baltimore, Maryland. The amount due on the date of sale was $23.38.

Fourth: That said property has not been redeemed by any party in interest although more than one year and one day from the date of sale has expired.

Fifth: The complainant prays for process directed to the above-named respondents, whose last known addresses are set out with their names after the description of the property.

Sixth: The complainant prays for an Order of Publication directed to all parties in interest in the said property.

Seventh: To redeem the property it is necessary for the respondents to pay the sums as set out after the aforesaid description of the property, with interest from October 10, 1960, all taxes, interest and penalties accruing subsequent to the date of sale which have actually been paid by the complainant under Sections 92 and 93 of Article 81 of the Annotated Code of Maryland (1957 Edition).

Eighth: The complainant prays the Court to pass a final decree foreclosing all rights of redemption of the defendants in and to the property hereinbefore described.

And, as in duty bound, etc.

Lester Chenowith
Complainant

Marvin H. Anderson
Solicitor for Complainant
92 Franklin Street
Annapolis, Maryland
Telephone: COlonial 8-5035

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31st day of August, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared LESTER CHENOWETH, the complainant in the aforegoing Bill of Complaint, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge, information and belief.

AS WITNESS my hand and seal Notarial.

Leola Blondell
Notary Public
3901 Mountain Rd
A.A. County, Md.

My Commission Expires
May 6, 1963

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BOOK 146 PAGE 328

Nº 3113 CERTIFICATE OF TAX SALE

No. 15,170 Equity

I, EDWARD M. DUNN, 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 Lester Chenoweth 8 Broadway Blossom Hill Pasadena, Md at public auction for the sum of 23 Dollars and 38 Cents, of which 23.38 Dollars has been paid as a deposit on the property in Dist # 3 described as 25 ft lot 106 Blk C as situated at Blossom Hills

and assessed to Old Arems Bldg. Dev. Corp.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1961, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of Oct 1960

Edward M. Dunn
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10th day of October, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires

FILED

1962 SEP -5 PM 2:04

ANDERSON & ANDERSONS, SOLICITORS
92 Franklin Street
Annapolis, Maryland

BOOK 146 PAGE 329

No. 15,170 Equity

NO. EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, LESTER CHENOWETH vs OLD OREMS BUILDING AND DEVELOPMENT CORPORATION, a body corporate, BENJAMIN E. MASTERS, Resident Agent; BENJAMIN E. MASTERS, MURRAY FEIGIN, and GEORGE A. HEINFIELD, Individually and as surviving directors, surviving officers, and trustees of Old Orems Building and Development Corporation, a former body corporate of the State of Maryland, and any and all persons having or claiming to have any interest in the property hereinafter described.

- - - - - - - - - - - - - - - - -

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and sold by the Collector of Taxes for Anne Arundel County, State of Maryland, to wit:

ALL that tract, part of a tract, piece or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County in the State of Maryland, with a frontage on the South Side of Belle of Georgia Avenue (60 feet wide) of twenty-five feet with an even depth therefrom of one hundred eighty (180) feet which lies immediately west of lot numbered one hundred seven (107) of Block "C", all as shown on the plat entitled "Blossom Hills, Section 1, 2nd Amendment, Third Election District, A.A. Co., Md.," dated April, 1957, made by James D. Hicks & Assoc., surveyor, and recorded among the plat records of Anne Arundel County in Plat Book No. 29, page 34, and being more particularly described by metes and bounds, according to a plat and survey thereof made in April, 1961, by James D. Hicks, surveyor, as follows:

BEGINNING for the same at the northwesternmost corner of said lot numbered one hundred seven (107) as shown on the afore-

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Annapolis, Md.

said plat of Blossom Hills and thence running North 72 degrees 27 minutes 00 seconds West 25 feet along the southernmost side of Belle of Georgia Avenue (60 feet wide) as shown on said plat of Blossom Hills; thence leaving said southernmost side of Belle of Georgia Avenue and running South 17 degrees 32 minutes 20 seconds West 180 feet; thence running South 72 degrees 27 minutes 40 seconds East 25 feet to the southwesternmost corner of said lot numbered one hundred seven (107); thence running with the westernmost line of lot numbered one hundred seven (107), North 17 degrees 32 minutes 20 seconds East 180 feet to the place of beginning, and being part of the same property which was conveyed by Wallace Ketcham and Mary Ketcham, his wife, to Old Orems Building and Development Corporation, a body corporate of the State of Maryland, by deed dated July 14, 1956, and recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1054, folio 187, and which said property was at the date of the collector's sale assessed to said Old Orems Building and Development Corporation, a former Maryland Corporation, the charter of which was forfeited and annulled by the State of Maryland on or about October 29, 1958, said property having been described on the assessment records of Anne Arundel County as "25 ft lot 106 Blk C as situated at Blossom Hills".

It is thereupon this 5th day of September, 1962, by the Circuit Court for Anne Arundel County, in equity, ORDERED that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 15th day of November, 1962, and redeem the property and answer the

bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the and to the property and vesting in the complainant a title free and clear of encumbrances.

Louis H. Phipps
Clerk

ANDERSON & ANDERSONS
Solicitors
92 Franklin St.
Annapolis, Maryland

NO. 15,170 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, LESTER CHENOWETH vs OLD OREMS BUILDING AND DEVELOPMENT CORPORATION, a body corporate, BENJAMIN E. MASTERS, Resident Agent; BENJAMIN E. MASTERS, MURRAY FEIGIN, and GEORGE A. HEINFIELD, Indivldually and as surviving directors, surviving officers, and trustees of Old Orems Building and Development Corporation, a former body corporate of the State of Maryland, and any and all persons having or claiming to have any interest in the property hereinafter described.

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and sold by the Collector of Taxes for Anne Arundel County, State of Maryland, to wit:

ALL that tract, part of a tract, piece or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County in the State of Maryland, with a frontage on the South Side of Belle of Georgia Avenue (60 feet wide) of twenty-five feet with an even depth therefrom of one hundred eighty (180) feet which lies immediately west of lot numbered one hundred seven (107) of Block "C", all as shown on the plat entitled "Blossom Hills, Section 1, 2nd Amendment, Third Election District, A. A. Co., Md.," dated April, 1957, made by James D. Hicks & Assoc., surveyor, and recorded among the plat records of Anne Arundel County in Plat Book No. 29, page 34, and being more particularly described by metes and bounds, according to a plat and survey thereof made in April, 1961, by James D. Hicks, surveyor, as follows:

BEGINNING for the same at the northwesternmost corner of said lot numbered one hundred seven (107) as shown on the aforesaid plat of Blossom Hills and thence running North 72 degrees 27 minutes 00 seconds West 25 feet along the southernmost side of Belle of Georgia Avenue (60 feet wide) as shown on said plat of Blossom Hills; thence leaving said southernmost side of Belle of Georgia Avenue and running South 17 degrees 32 minutes 20 seconds West 180 feet; thence running South 72 degrees 27 minutes 40 seconds East 25 feet to the southwesternmost corner of said lot numbered one hundred seven (107); thence running with the westernmost line of lot numbered one hundred seven (107), North 17 degrees 32 minutes 20 seconds East 180 feet to the place of beginning, and being part of the same property which was conveyed by Wallace Ketcham and Mary Ketcham, his wife, to Old Orems Building and Development Corporation, a body corporate of the State of Maryland, by deed dated July 14, 1956, and recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1054, folio 187, and which said property was at the date of the collector's sale assessed to said Old Orems Building and Development Corporation, a former Maryland Corporation, the charter of which was forfeited and annulled by the State of Maryland on or about October 29, 1958, said property having been described on the assessment records of Anne Arundel County as "25 ft lot 106 Blk C as situated at Blossom Hills."

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 332

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 2, 1962

We hereby certify, that the annexed Order of Publication Eq. 15,170 Old Orems Building and Development Corp. 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 15th day of November, 1962. The first insertion being made the 13th day of September, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By: H. Tilghman

1962 OCT -3 PM 3:34

10

It is thereupon this 5th day of September, 1962, by the Circuit Court for Anne Arundel County, in equity, ORDERED that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 15th day of November, 1962, and redeem the property and vesting in the complainafter a final decree will be rendered foreclosing all rights of redemption in the and to the property and answer the bill, or thereant a title free and clear of encumbrances.

LOUIS N. PHIPPS Clerk

True Copy, TEST:

LOUIS N. PHIPPS Clerk

O-4

LESTER CHENOWETH
Plaintiff

vs

OLD OREMS BUILDING AND DEVELOPMENT CORPORATION and others
Defendants

NO. 15,170 EQUITY
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

BOOK 146 PAGE 334

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 5th day of April, 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 Lester Chenoweth, the Plaintiff

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

he has no information or knowledge as to whether or not any of the defendants, Benjamin E. Masters, Murray Feigin, and George A. Heinfield, individually and as surviving directors, surviving officers and trustees of Old Orems Building and Development Corporation, a former body corporate of the State of Maryland, are

~~and~~ ~~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 5th day of April, 1963.

Notarial Seal

Rosemond S. Coffin
Notary Public

My Commission will expire on: May 6, 1963

Filed,

FILED
1963 APR -5 PM 4:13

LESTER CHENOWETH	BOOK 146* PAGE 335	NO. 15,170 EQUITY
Plaintiff	*	IN THE
vs	*	CIRCUIT COURT
OLD OREMS BUILDING AND DEVELOPMENT CORPORATION and others	*	FOR
	*	ANNE ARUNDEL COUNTY
Defendants	*	

* * * * * * * * *

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Lester Chenoweth, Plaintiff in the foregoing cause, by Marvin H. Anderson, his Solicitor, respectfully shows:

1. That two returns of "non est" have been made against each of the following defendants in the above entitled case:

Old Orems Building and Development Corporation,
a body corporate
Benjamin E. Masters, Resident Agent

Benjamin E. Masters and George A. Heinfield
Individually and as surviving directors,
surviving officers, and trustees of Old
Orems Building and Development Corporation,
a former body corporate of the State of Maryland

2. That Murray Feigin, individually and as surviving director, surviving officer, and trustee of Old Orems Building and Development Corporation, a former body corporate of the State of Maryland, one of the defendants, was personally summoned on September 22, 1962, as will more fully appear from the return of the Sheriff of Baltimore City heretofore filed in this cause.

3. That an order of publication was duly published as required as will more fully appear by the certificate of publication of the same heretofore filed in this cause.

4. That none of the defendants have either appeared or answered as required by the summonses and by the order of publication in this cause although the time for so doing has expired,

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Annapolis, Md.

as will be seen by reference to the certificate of publication of the said order of publication heretofore filed in this cause.

WHEREFORE, your Petitioner prays that the Bill of Complaint may be taken pro confesso as against each and all of the defendants in this cause.

And, as in duty bound, etc.

Marvin H. Anderson
Solicitor for Petitioner

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LESTER CHENOWETH	*	NO. 15,170 EQUITY
Plaintiff	*	IN THE
vs	*	CIRCUIT COURT
OLD OREMS BUILDING AND DEVELOPMENT CORPORATION and others	*	FOR
	*	ANNE ARUNDEL COUNTY
Defendants	*	

* * * * * * *

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in The Maryland Gazette, a newspaper having substantial circulation in Anne Arundel County, Maryland, as prescribed by said Order of Publication against all of the defendants named herein and all persons having or claiming to have any interest in the real estate therein described.

And it further appearing that subpoenas issued out of this Court directed to the Defendants, Old Orems Building and Development Corporation, a body corporate, Benjamin E. Masters and George A. Heinfield, individually and as surviving directors, surviving officers, and trustees of Old Orems Building and Development Corporation, a former body corporate of the State of Maryland, two of the defendants in this cause, have each been returned twice "non est" as will more fully appear from the Sheriff's return filed herein.

And it further appearing that the defendant, Murray Feigin, individually and as surviving director, surviving officer, and trustee of Old Orems Building and Development Corporation, a former body corporate of the State of Maryland, has been duly summoned by the Sheriff of Baltimore City on September 22, 1962, as will

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more fully appear from the return of the Sheriff of Baltimore City to the subpoena issued out of this Court for said defendant.

And it further appearing that all of the defendants have failed to enter their appearance herein in person or by Solicitor and have failed to file an answer or other pleading to the Bill of Complaint, and the time within which the said defendants could so appear and file an answer or other pleading having now expired, it is thereupon this 8th day of April, 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 as against each of the defendants named in the Bill of Complaint and as against all persons having or claiming to have any interest in the real estate described in these proceedings.

O Bruce Duckett
Judge

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1963 APR -8 PM 3:50

BOOK 146 PAGE 338

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LESTER CHENOWETH	*	NO. 15,170 EQUITY
Plaintiff	*	IN THE
vs	*	CIRCUIT COURT
OLD OREMS BUILDING AND DEVELOPMENT CORPORATION and others	*	FOR ANNE ARUNDEL COUNTY
Defendants	*	

* * * * * * *

BOOK 146 PAGE 339

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 compliance with the provisions of Article 81, Sections 70 to 123, of the Annotated Code of Maryland, 1957 edition.

It is, thereupon, this 15th day of May, 1963, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That the rights of redemption of the defendants, Old Orems Building and Development Corporation, a body corporate, Benjamin E. Masters, Murray Feigin, and George A. Heinfield, individually and as surviving directors, surviving officers, and trustees of Old Orems Building and Development Corporation, a former body corporate of the State of Maryland, or of any persons or parties claiming by, from, or under them, or any of them, in and to the property described in the Bill of Complaint and Certificate of Tax Sale, as having been sold by the Treasurer of Anne Arundel County for the non-payment of taxes be, and the same are hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said property, free and clear of all alienations and dissents occurring prior to this decree, as well as all encumbrances thereon

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1963 MAY 15 PM 12:10

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Annapolis, Md.

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(except taxes accruing subsequent to said date of sale and the public easements to which the same is subject), is hereby vested in the Plaintiff, Lester R. Chenoweth.

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 a deed conveying said property as aforesaid to Lester R. Chenoweth, in fee simple.

4. That the Clerk of this Court issue a certified copy of this decree to be served on the Treasurer.

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

D. Bruce Duckett
JUDGE

ARCHEY C. NEW, ASSIGNEE
--PLAINTIFF

VS.

SIDNEY O'KELLEY LUCAS
--DEFENDANT

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY.

Equity No. 14,361

Mr.George T.Cromwell, Clerk:-

Please docket the above-entitled case and file the accompanying Mortgage from Sidney O'Kelley Lucas to the Cedar Building and Loan Association,Inc.. dated April,1,1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 747, Page 430 etc., and the Assignment of the said Mortgage from the Cedar Building and Loan Association,Inc. unto Archey C.New, dated May,3, 1961, and recorded among the Land Records aforesaid in Liber J.H.H.No. 747, Page 433, on the property known and designated as Lot No. 2 (two), as shown on the Plat of the Sub-division of the George Eldridge property, which Plat is recorded among the Land Records aforesaid in Plat Book No.19, Page 40 (formerly in Plat Cabinet 3, Rod E-9, Plat No.1). the improvements thereon being known as No.315 Cherry Lane.

Archey S. New
(Archey C.New)
Attorney for Assignee

Archey S. New
(Archey C.New)
Assignee of Mortgage

FILED

1961 MAY -4 PM 12:04

MORTGAGE FEE—CITY OR COUNTY—Fo[illegible] 5.

LIBER 747 PAGE 430

BOOK 146 PAGE 342

THIS MORTGAGE, Made this 1st day of April

in the year nineteen hundred and fifty-three by and between SIDNEY O'KELLEY LUCAS,

Mortgagor of the CITY OF BALTIMORE in the State of Maryland, of the first part, and the CEDAR BUILDING AND LOAN ASSOCIATION, INC., a body corporate of the State of Maryland, duly incorporated, , Mortgagee , of the second part:

Whereas, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance of Seven Thousand Dollars ($7,000.00) on Seventy (70) shares of stock, being a part of the purchase-money hereinafter described, the due execution of this Mortgage having been a condition precedent to the granting of the said advance,

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Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said SIDNEY O'KELLEY LUCAS

do es grant and convey unto the said CEDAR BUILDING AND LOAN ASSOCIATION, INC., its successors ~~Heirs~~ and assigns, ~~in fee simple~~, all that lot or parcel of ground situate and lying in the Fifth Election District of Anne Arundel County, State of Maryland aforesaid, and described as follows, to wit:—~~Beginning for~~

BEING known and designated as Lot No. 2 (two), as shown on the Plat of the Sub-division of the George Eldridge Property, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod E-9, Plat No.1. The improvements thereon being now known as No.315 Cherry Lane.

BEING the same lot of ground which by Assignment of even date herewith and recorded or intended to be recorded among the Land Records aforesaid immediately prior hereto was granted and conveyed by The Belle Grove Corporation unto the said Mortgagor herein.

TOGETHER with the buildings and improvements thereupon erected, and all of the rights, ways, waters, alleys, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE and TO HOLD the said lot of ground and premises unto and to the use of the said CEDAR BUILDING AND LOAN ASSOCIATION, INC., its successors and assigns, for all of the rest and residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal thereof from time to time forever, subject to the payment of the annual rent of Ninety Dollars on the 9th days of February and August in each and every year.

And the said Mortgagor, for himself, his heirs, executors, administrators and assigns, does hereby covenant with the said Mortgagee, its successors and assigns, to pay the said advance, with interest to accrue thereon at

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six per cent (6%) per annum, in monthly installments of Fifty Dollars and Twenty-Five Cents ($50.25), accounting from the date hereof, to be applied first to interest on the unpaid balance, and the remainder to principal until the said mortgage debt is paid in full: also to pay all taxes, water rent, ground rent, other public dues and charges, rent and assessments for which the property hereby mortgaged and the mortgage debt hereby secured may become liable when payable, and the insurance upon the said property, and for the purpose of paying said taxes, ground rent, other public dues and charges, and the insurance thereon, the said Mortgagor does hereby covenant to pay to the said Mortgagee the further sum of Sixteen Dollars and Fifty Cents ($16.50) monthly, which the said Mortgagee shall apply from time to time to the payment of said taxes, ground rent, other public dues and charges, and the insurance thereon, with the understanding that should said sum so paid in any year during the continuance of this Mortgage be not sufficient to pay said taxes, ground rent, other public dues and charges, and the insurance thereon, that the said Mortgagor will, on demand, pay the difference to the said Mortgagee, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above-mentioned charges and expenses upon the said property, then such excess shall be credited by the Mortgagee on the principal, interest and fines due on the said mortgage debt: also to pay all fines that may be imposed on him by the said Mortgagee, in accordance with its act of incorporation, constitution and by-laws, which by-laws are hereby made a part hereof.

And this Mortgage shall also secure future advances to be made at the Mortgagee's option, not to exceed in the aggregate the sum of Five Hundred Dollars ($500.00), as provided by and in pursuance of Chapter 923, of the laws of Maryland, passed at the January session in the year 1945, and any supplements, amendments and re-enactments thereto.

And it is further agreed that in case the said Mortgagor ceases to own, sells, transfers, or otherwise disposes of the within-described property, without first obtaining the assent in writing of the Mortgagee, then the unpaid balance shall immediately become due and payable, and in default of payment, this Mortgage may be foreclosed.

~~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 heirs and assigns, forever.~~

Provided, that if the said Mortgagor, his heirs,

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of SEVEN THOUSAND ..... dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on his part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorizes the said Mortgagee, its successors ~~personal representatives~~ or assigns or Archey C. New, the duly authorized Attorney or Agent

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

And the said Mortgagor for himself, his heirs, personal representatives and assigns, does 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 himself, his heirs, personal representatives and assigns, does hereby covenant to pay, and the said Mortgagee, its successors ~~personal representatives~~ or assigns, or Archey C. New, its 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 party of the first part, his executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said party of the first part covenants to pay when legally payable.

And the said party of the first part further covenants to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Seven Thousand ..... dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, its successors ~~executors, administrators~~ or assigns, to the extent of its or their lien or claim hereunder.

Witness the hand and seal of said Mortgagor.

TEST:

Archey C. New
(ARCHEY C. NEW)

Sidney O'Kelley Lucas [SEAL]
(SIDNEY O'KELLEY LUCAS)

..... [SEAL]

..... [SEAL]

State of Maryland, CITY OF BALTIMORE, ss:

I Hereby Certify, that on this 1st day of April —— in the year one thousand nine hundred and fifty-three before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared SIDNEY O'KELLEY LUCAS, the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be his act. At the same time also appeared C. Braddock Jones, President of the Cedar Building and Loan Association, Inc., the above-named 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.

Archey C. New
(Archey C. New) --NOTARY PUBLIC

Recorded-8th-April-1953-at-9:00-A.M.

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File in Equity 14 Bldg

SHORT ASSIGNMENT

OF MORTGAGE

FROM

CEDAR BUILDING AND LOAN

ASSOCIATION, INC.

TO

ARCHEY C. NEW

BLOCK No.

Received for Record

at o'clock *M. Same day*

Recorded in Liber G.T.C. *No.*

Folio *etc., one of the*

Anne Arundel County

Records of ~~Baltimore City~~ *and examined.*

Per

1961 MAY -4 PM 12:02

747 439

FOR VALUE RECEIVED, the Cedar Building and Loan Association, Inc. does hereby assign the within Mortgage unto Archey C.New, for purpose of foreclosure.

AS WITNESS the hand of C.Braddock Jones, the President of the said body corporate, and its corporate seal, attested by its Secretary, this third day of May, 1961.

CEDAR BUILDING AND LOAN ASSOCIATION, INC.

(Edgar M. Bell) Secretary

By

(C.Braddock Jones) PRESIDENT

BOOK 146 PAGE 345

ARCHEY C. NEW, ASSIGNEE	*	IN THE
--PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
SIDNEY O'KELLEY LUCAS	*	ANNE ARUNDEL COUNTY
--DEFENDANT	*	IN EQUITY.

MILITARY AFFIDAVIT

STATE OF MARYLAND, COUNTY OF BALTIMORE, SS:

I HEREBY CERTIFY that, before me, the subscriber, a **Notary Public** of the State of Maryland, in and for Baltimore County aforesaid, personally appeared EDGAR M. BELL, Secretary of the Cedar Building and Loan Association, Inc., and he made oath in due form of law that he knows the Defendant herein, and that, to the best of his knowledge, information 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.

Edgar M. Bell
(Edgar M. Bell) Affiant

Subscribed and sworn to before me this 3rd day of May, 1961.

Vernon O. Lutz
(Vernon O. Lutz) NOTARY PUBLIC

My commission expires May, 6, 1963

FILED

1961 MAY -4 PM 12:05

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BOOK 146 PAGE 347

ARCHEY C. NEW. ASSIGNEEE
--PLAINTIFF

VS.

SIDNEY O'KELLEY LUCAS
--DEFENDANT

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY

Equity No. 14,366

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage loan on No.315 Cherry Lane (Lot #2, Plat of Sub-division of the George Eldridge Property).....	$ 7,000.00
Less amount paid on principal.....	$ 1,309.01
Balance due on Principal	$5,690.99
Expense Account balance.....	$ 6.25
Balance due on Mortgage.....	$ 5,684.74
ADD -- Interest.....	$ 85.35
Fines.....	$ 48.45
Total due...	$ 5,818.54

STATE OF MARYLAND. COUNTY OF BALTIMORE:

I HEREBY CERTIFY that, on this 3rd day of May,1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared EDGAR M.BELL, Secretary of the Cedar Building and Loan Association,Inc., the Assignor of the Mortgage to the Plaintiff in the above-entitled case, and he made oath in due form of law 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.

My Commission Expires
May,6,1963

Vernon O. Lutz
(Vernon O.Lutz) NOTARY PUBLIC

FILED
1961 MAY -4 PM 12:05

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Bond no. 75 38 228

LIBER 11 PAGE 14

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

BOOK 146 PAGE 348 No. 14366 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Archey C. New, 2 East Lexington Street, Baltimore 2, 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 Seven Thousand Five Hundred and 00/100 ($7,500.00) - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 29th day of May in the year of our Lord 1961

Whereas, the above bounden Archey C. New

by virtue of the power contained in a mortgage from Sidney O'K. Lucas

to Cedar Building and Loan Association, Inc.

bearing date the 1st day of April, 1953 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 747 Folio 430 and Archey C. New

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 Archey C. New

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 Archey C. New

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:

Larry Joe Newman

Archey C. New (SEAL)
Archey C. New

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Diane E. Anthony
Diane E. Anthony *As to Surety*

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

MD3228a—500, 10-57 147555
Mortgagee's or Attorney's Bond

FILED
1961 MAY 31 AM 10:20

Bond approved this 31 day of May, 1961

George T. Cromwell Clerk

ARCHEY C. NEW, Solicitor
2 E. Lexington Street
Baltimore 2, Maryland

Assignee's Mortgage Sale

VALUABLE LEASEHOLD PROPERTY

315 CHERRY LANE, NEAR ORDINANCE ROAD, 5TH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MD.

By virtue of the Power contained in a mortgage from Sidney O'Kelly Lucas, to the Cedar Building and Loan Association, Inc., dated April 1, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 747, Page 430, etc., and assigned unto Archey C. New, dated May 3, 1961 and recorded among the Land Records aforesaid in Liber J.H.H. No. 747, Page 433, the undersigned Assignee will sell at public auction, on the premises on

Friday, June 2, 1961
At 2 O'clock P.M.
(E.D.T.)

Being known and designated as Lot No. 2, as shown on Plat of the Sub-division of the George Eldridge property, which plat is recorded among the Land Records aforesaid in Plat Book No. 19, Page 40, (formerly in Plat Cabinet 3, Rod E-9, Plat No. 1). Subject to an annual ground rent of $90. Improved by a FRAME COTTAGE and known as No. 315 Cherry Lane.

Terms of Sale: Cash. A cash deposit of $500 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 per cent per annum from day of sale to day of settlement. Taxes, ground rent, Metropolitan Sanitary District Liens and all other expenses to be adjusted to day of sale. Property transfer tax if any to be borne by the purchaser.

ARCHEY C. NEW, Assignee
E. T. NEWELL & CO., INC.
Auctioneers
JOHN M. MILLER, JR.,
President
120-26 W. NORTH Avenue
Baltimore 1, Maryland
PL. 2-3580

Ju-1

BOOK 146 PAGE 349

ARCHEY C. NEW, ASSIGNEE
--PLAINTIFF

VS.

SIDNEY O'KELLEY LUCAS,
--DEFENDANT

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY

No.14366-Equity

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Archey C.New, Assignee of the Mortgage filed in the above-entitled case, Pursuant to the power and authority in him vested in and under the said Mortgage, respectfully shows that, after giving bond with security for the faithful discharge of his duties, and after having given due notice of the time, place, manner and terms of sale, by advertisements inserted in the "Marvland Gazette", a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, the said Archey C.New, Assignee, did, pursuant to said notice, on Friday, June, 2, 1961, at 2:00 o'clock P.M. (E.D.T.), attend on the premises, and then and there sold at public Auction the leasehold property mentioned and described in the said Mortgage, known as No. 315 Cherry Lane, in the Fifth Election District of Anne Arundel County, State of Maryland, unto Frederick Douglas Holt and Ethel Holt his wife, of No.106 Cherry Lane, Glen Burnie, Maryland, at and for the price or sum of Sixty-six Hundred Dollars ($6,600.00), subject to the pavment of the annual ground rent of Ninety Dollars ($90.00), the said purchasers, at the price mentioned, being the highest bidder therefor.

Archey C. New
(Archey C.New)
Assignee of the aforesaid Mortgage

FILED

1961 JUN -5 AM 10:01

9

STATE OF MARYLAND.)
CITY OF BALTIMORE.) SS:-

I HEREBY CERTIFY that, on this 2nd day of June, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ARCHEY C. NEW, ASSIGNEE, and he made oath in due form of law that the matters and facts set forth 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.

William D. Levy
NOTARY PUBLIC

ORDER NISI

ARCHEY C. NEW, Assignee

versus

SIDNEY O'KELLEY LUCAS

BOOK 146 PAGE 351

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,366 Equity

Ordered, this 5th day of June, 1961, That the sale of the Property in these proceedings mentioned, made and reported by Archey C. New, Assignee

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

The report states that the amount of sale was $ 6,600.00

FILED 1961 JUN 5 AM 10:01

True Copy, George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

ARCHEY C. NEW, Assignee

versus

SIDNEY O'KELLEY LUCAS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of July, 1961 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett

JUDGE.

FILED

1961 JUL 11 PM 4:24

ARCHEY C. NEW, Solicitor
2 E. Lexington Street
Baltimore 2, Maryland

Assignee's Mortgage Sale

VALUABLE LEASEHOLD PROPERTY

315 CHERRY LANE, NEAR ORDINANCE ROAD, 5TH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MD.

By virtue of the Power contained in a mortgage from Sidney O'Kelly Lucas, to the Cedar Building and Loan Association, Inc., dated April 1, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 747, Page 430, etc., and assigned unto Archey C. New, dated May 3, 1961 and recorded among the Land Records aforesaid in Liber J.H.H. No. 747, Page 433, the undersigned Assignee will sell at public auction, on the premises on

Friday, June 2, 1961
At 2 O'clock P.M.
(E.D.T.)

Being known and designated as Lot No. 2, as shown on Plat of the Sub-division of the George Eldridge property, which plat is recorded among the Land Records aforesaid in Plat Book No. 19, Page 40, (formerly in Plat Cabinet 3, Rod E-9, Plat No. 1). Subject to an annual ground rent of $90. Improved by a FRAME COTTAGE and known as No. 315 Cherry Lane.

Terms of Sale: Cash. A cash deposit of $500 will be required of the purchaser at the time of sale, balanec 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, ground rent, Metropolitan Sanitary District Liens and all other expenses to be adjusted to day of sale. Property transfer tax if any to be borne by the purchaser.

ARCHEY C. NEW, Assignee
E. T. NEWELL & CO., INC.
Auctioneers
JOHN M. MILLER, JR.,
President
120-26 W. NORTH Avenue
Baltimore 1, Maryland
PL. 2-3580

Ju-1

OFFICE (

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 352

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 2, 1961

We hereby certify, that the annexed

Assignee's Mortgage Sale

Sidney O'Kelly Lucas

No. 14366

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of June, 1961. The first insertion being made the 11th day of May, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

ED
6 PM 1:59 June 6-1961

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 353

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 3, 1961

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,366

Sidney O'Kelley Lucas

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of July, 1961. The first insertion being made the 29th day of June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,366 Equity
ARCHEY C. NEW, Assignee
versus
SIDNEY O'KELLEY LUCAS

Ordered, this 5th day of June, 1961, That the sale of the Property in these proceedings mentioned, made and reported by Archey C. New, Assignee BE RATIFIED AND CONFIRMED, uless cause to the contrary thereof be shown on or before the 10th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of July next.

The report states that the amount of sale was $6,600.00.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
Ju-29

FILED

No. M. C. 2155-1961 JUL -3 PM 3:55

13

BOOK 146 PAGE 354

ARCHEY C. NEW, ASSIGNEE

--PLAINTIFF

VS.

SIDNEY O'KELLEY LUCAS

--DEFENDANT

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

Equity No. 14,366

ADDITIONAL CLAIM OF MORTGAGEE

To 1961 State and County Taxes paid on No.315 Cherry Lane ..... $ 91.89

Total.. $ 91.89✓

STATE OF MARYLAND. COUNTY OF BALTIMORE. SS:

I HEREBY CERTIFY that. on this 28th day of July, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared EDGAR M.BELL, Secretary of the Cedar Building and Loan Association,Inc., the Assignor of the Mortgage to the Plaintiff in the above-entitled case, and he made oath in due form of law that the foregoing is a true statement of an additional expenditure made by the said Association made since the filing of its Statement of Mortgage Claim, that the said expenditure was not included in said Statement, and still remains due and unpaid.

AS WITNESS my hand and notarial seal.

Vernon O. Lutz

(Vernon O.Lutz) NOTARY PUBLIC

My commission Expires May 6,1963 (1963)

FILED

1961 AUG -2 AM 9:45

14

In the Case of

BOOK 146 PAGE 355

Archey C. New,

Assignee

VS.

Sidney O'Kelley Lucas

In the

Circuit Court

For

Anne Arundel County

No. 14,366 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

August 10, 1961

FILED

1961 AUG 14 PM 12:04

Dr. in ac.

Archey C. New, Assignee vs. Sidney O'Kelley Lucas

To Assignee for Fee, viz:	50 00	
To Assignee for Commissions, viz:	229 80	279 80
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	18 00	56 00
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	59 52	
Capital-Gazette Press - order nisi (sale)	15 00	
Capital-Gazette Press - order nisi (acct)	12 00	
The Sun - advertising sale	13 20	
Fidelity & Deposit Co. of Md. -bond premium	30 00	
E.T. Newell & Co.,Inc. -auctioneer's fee	225 00	
Clerk of Court - recording assignment	1 00	
One-half Federal documentary stamps	3 85	
One-half State documentary stamps	7 70	
Vernon O. Lutz - notary fees	1 50	
William S. Levy - notary fee	50	369 27
To Assignee for Benefit Charges, viz:		
Metered water to 6/2/61	11 00	11 00
To Assignee for Ground rent, viz:		
Semi-annual ground rent adjusted - 4 months 23 days	35 75	35 75
To Cedar Building and Loan Ass'n, Inc., mortgagee - this balance on account mortgage claim	5,966 69	5,966 69
		6,718 51
Amount of mortgage claim filed	5,818 54	
Interest @ 6% on principal balance of $5,684.74 from 5/1/61 to 9/15/61 - 4 months 15 days	127 91	
1961 State and County taxes paid by mortgagee	91 89	
	6,038 34	
Cr. Amount allowed above	5,966 69	
Balance subject to decree in personam	71 65	

16

with

Archey C. New, Assignee

Cr.

1961							
June	2	Proceeds of Sale		6,600	00		
		Interest on deferred payment of					
		$6,100.00 - 1 month 29 days		59	98	6,659	98
		Refund 1961 State and County taxes					
		($91.89) - 6 months 28 days		53	10		
		Refund 1961 Water and Sewer Benefit					
		Charges ($9.39) - 6 months 28 days		5	43	58	53
						6,718	51

BOOK 146 PAGE 358

ORDER NISI

Archey C. New,

Assignee

VERSUS

Sidney O'Kelley Lucas

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 14,366 Equity.

ORDERED, This 14th day of August, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 18th day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of September next.

FILED
1961 AUG 14 PM 12:04

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of May, 1962, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED
1963 MAY 22 AM 9:59

O'Brien Dunkle

18

ORDER NISI
IN THE
CICUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,366 EQUITY
ARCHEY C. NEW, Assignee
versus
SIDNEY O'KELLEY LUCAS

Ordered, this 14th. day of August, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RADIFIED AND CONFIRMED, unless cause to the contary thereof be shown on or before the 18th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of September next.

GEORGE T. CROMWELL, Clrk.

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

A-31

I hereby certify that I witnessed the above copy in the August 17, 24 and 31st Maryland Gazette.
Subscribed and sworn to this 20th day of May, 1963.

Julia A. Truman
Notary Public.

FILED
1963 MAY 21 AM 10:07

No. M. C. ----------

19

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 359

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 20, 1963

We hereby certify, that the annexed Order Nisi Eq 14,366 Auditor Account Sidney O'Kelley Lucas 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 18th day of September, 1961. The first insertion being made the 17th day of August, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 146 PAGE 360

In the Matter of the	:	No. 15451	Equity
Mortgaged Real Estate of	:	In the Circuit Court	
Clarence L. Brady and	:	for	
Ellen M. Brady, his wife	:	Anne Arundel County	
	:		

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

FILED

1963 FEB 21 PM 12:04

5197

BOOK 146 PAGE 361
BOOK 1496 PAGE 341

No. 15,451 Equity

Purchase Money

This Mortgage,

made this 2nd day of August in the year one thousand nine hundred and sixty-one, between CLARENCE L. BRADY and ELLEN M. BRADY, 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

SIXTEEN THOUSAND DOLLARS ----------($16,000.00)

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 ONE HUNDRED FIFTEEN DOLLARS ----------($115.00) 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 Seventh Election District, Anne Arundel Co., State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lot No. 23, Block "I" as shown on Plat 2 and Plat 1, Revised, North Deale, which plat is 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 wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED
1963 FEB 21 PM 12:05

2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Dorothy P. McNew
Dorothy P. McNew

Clarence L Brady (SEAL)
Clarence L. Brady

Ellen M. Brady (SEAL)
Ellen M. Brady

(SEAL)

5

BOOK 1496 PAGE 344 BOOK 146 PAGE 364

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 2nd day of August, in the year one thousand, nine hundred and sixty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Clarence L. Brady and Ellen R. Brady, 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.

Dorothy P. McNew
NOTARY PUBLIC

My Commission expires 11.00

Rec'd for record Aug. 4, 1961 at 1:30 P.M.
Mailed to Wm. W. Townshend, Jr.

H

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

(2)

MORTGAGE

FROM

CLARENCE L. BRADY and

ELLEN M. BRADY, his wife

TO

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

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

BOOK 146 PAGE 365

AFFIDAVIT OF NON-MILITARY SERVICE

No. 15,451 Equity

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 19th 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, William W. Townshend, Jr., Attorney named in Mortgage from Clarence L. Brady and Ellen M. Brady, his wife, to Loyola Federal Savings and Loan Association (formerly United Federal) dated August 2nd, 1961

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.)

Clarence L. Brady and Ellen M. Brady, 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 19th day of February, 19 63 .

Dorothy P. McNew,

Notary Public.

My Commission will expire on:

May 6th, 1963

Filed,

FILED

1963 FEB 21 PM 12:05

4

BOOK 146 PAGE 366

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

Annapolis, Maryland

No. 15,451 Eq

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 Clarence L. Brady and Ellen M. Brady, his wife, dated August 2nd, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1496, Folio 341, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises on

WEDNESDAY, MARCH 20, 1963

at 11:00 o'clock A.M.

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

KNOWN AND DESIGNATED as Lot No. 23, Block "I" as shown on Plat 2 and Plat 1, Revised, North Deale, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 24, Folio 50.

BEING the same property conveyed unto Clarence L. Brady and Ellen M. Brady, his wife, by Floyd A. Crumpton and Daisy Crumpton, his wife, by Deed dated August 2nd, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1496, Folio 339.

Above property improved by a 1 story 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 ratifica-

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7

tion 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 - February 21st and 28th, and
March 7th and 14th, 1963.

Please send twenty-five handbills

BOOK 146 PAGE 368

In the Matter of the	: No. 15,451	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Clarence L. Brady and	: for	
Ellen M. Brady, his wife	: Anne Arundel County	
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Clarence L. Brady and Ellen M. Brady, his wife, to Loyola Federal Savings and Loan Association (formerly United Federal) dated August 2nd, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1496, Folio 341.		$16,000.00
Less total amount paid on account of principal.	$ 409.69	
Less Credit Expense Account	207.44	
	$ 617.13	617.13
		$15,382.87
Plus interest to March 19, 1963	$ 364.73	
Plus interest to April 23, 1963	91.00	
	$ 455.73	455.73
		$15,838.60
Plus late charge		22.00
Total amount of mortgage indebtedness		$15,860.60

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 19th day of February 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.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

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1963 FEB 21 PM 12:04

9

The Pennsylvania Insurance Company

A STOCK COMPANY

LIBER 11 PAGE 586

BOOK 146 PAGE 369

No. 15,451 Equity

BOND NO. 45 03 96

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 SEVENTEEN THOUSAND AND NO/100 ($17,000.00) - 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 March, 1963.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Clarence L. Brady and Ellen M. Brady, his wife, to the Loyola Federal Savings & Loan Association, bearing date on or about the 2nd day of August, 1961, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1496, Folio 341, 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 Paris

THE PENNSYLVANIA INSURANCE COMPANY

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

FILED
1963 MAR 14 AM 9:46

Bond approved this 14 day of March, 1963
Louis N. Phipps, Clerk

10

Form 24 S831

8-61

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 Clarence L. Brady and Ellen M. Brady, his wife, dated August 2nd, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1496, Folio 341, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises on

Wed., Mar. 20, 1963 at 11:00 o'clock A.M.

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

KNOWN AND DESIGNATED as Lot No. 23, Block "I" as shown on Plat 2 and Plat 1, Revised, North Deale, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 24, Folio 50.

BEING the same property conveyed unto Clarence L. Brady and Ellen M. Brady, his wife, by Floyd A. Crumpton and Daisy Crumpton, his wife, by Deed dated August 2nd, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1496, Folio 339.

Above property improved by a 1 story 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

M-14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 370

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 18, 1963

We hereby certify, that the annexed

Attorney's Sale

Clarence L. Brady

15,451

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 March, 1963. The first insertion being made the 21st day of February, 1963.

FILED

1963 MAR 19 PM 2:25

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 146 PAGE 371

ROBERT H. CAMPBELL - - - - Auctioneer

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

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Clarence L. Brady and Ellen M. Brady, his wife, dated August 2nd, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1496, Folio 341, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises on

WEDNESDAY, MARCH 20, 1963

at 11:00 o'clock A.M.

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

KNOWN AND DESIGNATED as Lot No. 23, Block "I" as shown on Plat 2 and Plat 1, Revised, North Deale, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 24, Folio 50.

BEING the same property conveyed unto Clarence L. Brady and Ellen M. Brady, his wife, by Floyd A. Crumpton and Daisy Crumpton, his wife, by Deed dated August 2nd, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1496, Folio 339.

Above property improved by a 1 story 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

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1963 MAR 26 AM 9:19

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Annapolis, Maryland
March 20, 1963

I hereby certify that I have this twentieth day of March, 1963, sold the property described on the reverse hereof unto Floyd A. Crumpton and Daisy B. Crumpton, his wife at and for the sum of Fourteen Thousand Eight Hundred Fifty Dollars ($14,850.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell

I/we hereby certify that I/we have this twentieth day of March 1963, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of Fourteen Thousand Eight Hundred Fifty Dollars ($14,850.00) and I/we hereby agree to comply with the terms of sale.

Floyd A. Crumpton

Daisy B. Crumpton

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1963 MAR 26 AM 9:19

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BOOK 146 PAGE 373

In the Matter of the	:	No. 15451 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Clarence L. Brady and Ellen M.	:	for
Brady, 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 Clarence L. Brady and Ellen M. Brady, his wife, dated August 2nd, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1496, Folio 341, 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 Wednesday, March 20, 1963, at 11:00 o'clock A.M., and then and there sold the said property to Floyd A. Crumpton and Daisy B. Crumpton, his wife, at and for the sum of FOURTEEN THOUSAND EIGHT HUNDRED FIFTY DOLLARS ($14,850.00), 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 Seventh Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 23, Block "I" as shown on Plat 2 and Plat 1, Revised, North Deale, which plat is recorded

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( )

among the Plat Records of Anne ArundelCounty in Plat Book 24, Folio 50.

BEING the same property conveyed unto Clarence L. Brady and Ellen M. Brady, his wife, by Floyd A. Crumpton and Daisy B. Crumpton, his wife, by deed dated August 2nd, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1496, Folio 339.

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 March 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 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

BOOK 146 PAGE 375

In the Matter of the Mortgaged Real Estate of Clarence L. Brady and Ellen M. Brady, his wife	:	No. Equity
	:	In the Circuit Court
	:	for
	:	Anne Arundel County
	:	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify, that on this 20th day of March 1963, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Floyd A. Crumpton and Daisy B. Crumpton, his wife, the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) they were not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) they had not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

William W. Townshend, Jr.

Floyd A. Crumpton (SEAL)

Daisy B. Crumpton (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

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1963 MAR 26 AM 9:19

16

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF CLARENCE L. BRADY
AND ELLEN M. BRADY, his wife
versus

BOOK 146 PAGE 376
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 15,451 Equity

Ordered, this 26th day of March, 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 29th 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 29th day of April next.

The report states that the amount of sale was $ 14,850.00

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

WILLIAM W. TOWNSHEND, Jr. Atty. "Md. Gazette" (For March 28th Edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF CLARENCE L. BRADY
XXXXXX
and ELLEN M. BRADY, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of May, 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 MAY -1 AM 11:41

17

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 377

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 22, 1963

We hereby certify, that the annexed Order Nisi Sale Eq 15,451 Clarence L. Brady was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of April, 1963. The first insertion being made the 28th day of March, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED 1963 APR 22 PM 3:19

By [illegible]

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,451 EQUITY

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CLARENCE L. BRADY AND ELLEN M. BRADY, his wife

Ordered, this 26th day of March, 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 29th 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 29th day of April next.

The report states that the amount of sale was $14,850.00

LOUIS N. PHIPPS, Clerk.

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-18

No. M. G. 34147

18

BOOK 146 PAGE 378

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
CLARENCE L. BRADY and ELLEN M. BRADY, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,451 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 MAY -7 AM 10: 55

All of which is respectfully submitted.
May 7, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 23rd day of May, 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: aej, deputy

FILED
1963 MAY 23 AM 10: 20

19

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CLARENCE L. BRADY and ELLEN M. BRADY, his wife,

BOOK 146 PAGE 379

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

					Cr.	
1963						
March	20	Proceeds of Sale	14,850	00		
		Interest on deferred payment of $14,100.00				
		from 3/20/63 to 5/1/63	96	35	14,946	35
					14,946	35
		To Attorney for fee, viz:	100	00		
		To Attorney for commissions, viz:	478	39	578	39
		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	61	24		
		Capital-Gazette Press - Order nisi, sale	15	00		
		Speer Publications - Handbills	18	03		
		Pennsylvania Ins. Co. - bond premium	68	00		
		Robert H. Campbell - Auctioneer fee	45	00		
		1962 County & State taxes	226	02		
		1963 County & State taxes adj. (221.19) 1/1/63 to 3/20/63	49	32		
		One-half cost documentary stamps	24	75		
		Dorothy P. McNew - notary fees	1	50	508	86
		To Loyola Federal Savings & Loan Assn.				
		this balance on account of claim filed	13,798	60	13,798	60
					14,946	35

Amount of Mortgage claim filed	15,860	00	
Interest on principal balance of $15,382.87 from 4/23/63 to 5/22/63 - 29 days @ 6%	72	91	
	15,932	91	
Cr. - amount allowed above	13,798	60	
Balance subject to Decree in Personam	2,134	31	

BOOK 146 PAGE 381

In the Matter of the Mortgaged	: No.	15,452 Equity
Real Estate of Charles F. Dockhorn:		In the Circuit Court
and Leah W. Dockhorn, 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

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1963 FEB 21 PM 12:05

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LIBER 1083 PAGE 469

No. 15,452

No. 12,766 Equity

No Hypo

BOOK 146 PAGE 382

This Mortgage,

made this 30th day of November in the year one thousand nine hundred and fifty-six, between

CHARLES F. DOCKHORN and LEAH W. DOCKHORN, 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

SIX THOUSAND DOLLARS - ($6,000.00)

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 ONE DOLLARS - - - - - - - - - - - - - - - - - ($51.00) 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 those 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 Lots Nos. 6161, 6162, 6163, 6164, together with the right, title and interest of the parties of the first part, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled "Fourth Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland" and filed among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod Y, Plat 13.

BEING the same property conveyed to the within-named Mortgagors by Bernhard B. Christopherson and Mary M. Christopherson, his wife, by deed dated April 2,1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 821, Folio 527.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Pauline M. Bozman

Pauline M. Bozman

Charles F. Dockhorn (SEAL)
Charles F. Dockhorn

Leah W. Dockhorn (SEAL)
Leah W. Dockhorn

..... (SEAL)

4.

5

LIBER 1083 PAGE 472 BOOK 146 PAGE 385

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 30th day of November in the year one thousand, nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Dockhorn and Leah W. Dockhorn, 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.

Pauline M. Bozman

NOTARY PUBLIC

My Commission expires 5/6/57

Pauline M. Bozman

Rec'd for record Dec. 3, 1956 at 2.14 P.M.
Mailed to Wm. W. Townshend, Jr.

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

MORTGAGE

FROM

CHARLES F. DOCKHORN AND

LEAH W. DOCKHORN, HIS WIFE

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

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

AFFIDAVIT OF NON-MILITARY SERVICE

No. 15,452

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 19th 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, William W. Townshend, Jr., Attorney named in Mortgage from Charles F. Dockhorn and Leah W. Dockhorn, his wife, to Loyola Federal Savings and Loan Association (formerly United Federal) dated November 30th, 1956,

plaintiff , in the above entitled cause, and made oath, in due form of law, that to the best of his knowledge that defendant

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

Charles F. Dockhorn and Leah W. Dockhorn, 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 19th day of February, 19 63 .

Notarial Seal

Dorothy P. McNew,

Notary Public.

My Commission will expire on:
May 6th, 1963

Filed,

FILED
1963 FEB 21 PM 12: 05

6

BOOK 146 PAGE 387

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

Annapolis, Maryland

No. 15,452

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 Charles F. Dockhorn and Leah W. Dockhorn, his wife, dated November 30th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1083, Folio 469, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises on

WEDNESDAY, March 20, 1963

at 12:00 o'clock Noon

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

KNOWN AND DESIGNATED as Lots Nos. 6161, 6162, 6163 and 6164, together with the right, title and interest of the parties of the first part, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled "Fourth Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland" and filed among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod Y, Plat 13.

BEING the same property conveyed unto Charles F. Dockhorn and Leah W. Dockhorn, his wife, by Bernhard B. Christopherson and Mary M. Christopherson, his wife, by deed dated April 2, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 821, Folio 527.

The above described property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $750.00 of

FILED

1963 FEB 21 PM 12:05

7

the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

The Maryland Gazette - February 21st, and 28th, and
March 7th and 14th, 1963.

Please send twenty-five handbills

8

BOOK 146 PAGE 389

In the Matter of the	: No. 15,452	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Charles F. Dockhorn and	: for	
Leah W. Dockhorn, his wife	: Anne Arundel County	
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Charles F. Dockhorn and Leah W. Dockhorn, his wife, to Loyola Federal Savings and Loan Association (formerly United Federal), dated November 30th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1083, Folio 469.		$6,000.00
Less total amount paid on account of principal	$1,637.33	
Less Credit Expense Account.	196.86	
	$1,834.19	1,834.19
		$4,165.81
Plus interest to March 12, 1963.	$ 52.38	
Plus interest to April 16, 1963.	25.55	
	$ 77.93	77.93
		$4,243.74

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 19th day of February 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.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

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1963 FEB 21 PM 12:05

9

The Pennsylvania Insurance Company

A STOCK COMPANY

LIBER 11 PAGE 587

No. 15,452 Equity

BOOK 146 PAGE 390

BOND NO. 45 03 97

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

SEALED WITH OUR SEALS AND DATED this 8th day of March, 1963.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Charles F. Dockhorn and Leah W. Dockhorn, his wife, to the Loyola Federal Savings and Loan Association, bearing date on or about the 30th day of November, 1956, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1083, Folio 469, 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 bounded 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 Paris

THE PENNSYLVANIA INSURANCE COMPANY

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

FILED
1963 MAR 14 AM 9:46

Bond approved this 14 day of March, 1963
Louis N. Phipps, Clerk

10

Form 24 S831

8-61

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 Charles F. Dockhorn and Leah W. Dockhorn, his wife, dated November 30th, 1956 and recorded among the Land Records of Anne Arun del County in Liber G.T.C. 1083, Folio 469, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises on

Wed., Mar. 20, 1963 at 12:00 o'clock Noon

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

KNOWN AND DESIGNATED as Lots Nos. 6161, 6162, 6163 and 6164, together with the right, title and interest of the parties of the first part, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled "Fourth Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland" and filed among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod Y, Plat 13.

BEING the same property conveyed unto Charles F. Dockhorn and Leah W. Dockhorn, his wife, by Bernhard B. Christopherson and Mary M. Christopherson, his wife, by deed dated April 2, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 821, Folio 527.

The above described property is improved by a 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

M-14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 391

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 18, 1963

We hereby certify, that the annexed

Attorney's Sale

Charles F. Dockhorn

15,452

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 March, 1963. The first insertion being made the 21st day of February, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
MAR 19 1963 PM 2:25 By H. Tilghman

BOOK 146 PAGE 392

ROBERT H. CAMPBELL - - - - Auctioneer

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

ATTORNEY'S SALE

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Charles F. Dockhorn and Leah W. Dockhorn, his wife, dated November 30th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1083, Folio 469, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises on

WEDNESDAY, MARCH 20, 1963

at 12:00 o'clock Noon

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

KNOWN AND DESIGNATED as Lots Nos. 6161, 6162, 6163 and 6164, together with the right, title and interest of the parties of the first part, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled "Fourth Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland" and filed among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod Y. Plat 13.

BEING the same property conveyed unto Charles F. Dockhorn and Leah W. Dockhorn, his wife, by Bernhard B. Christopherson and Mary M. Christopherson, his wife, by deed dated April 2, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 821, Folio 527.

The above described property is improved by a 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, Md.

FILED

1963 MAR 26 AM 9:19

12

BOOK 146 PAGE 393

Annapolis, Maryland
March 20, 1963

I hereby certify that I have this twentieth day of March 1963, sold the property described on the reverse hereof unto Frank W. Cockrell and Annie S. Cockrell, his wife,
at and for the sum of FOUR THOUSAND NINE HUNDRED DOLLARS ($4,900.00)

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

Robert M. Campbell

I/we hereby certify that I/we have this twentieth day of March 1963 purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of FOUR THOUSAND NINE HUNDRED DOLLARS ($4,900.00)
and I/we hereby agree to comply with the terms of sale.

Frank W. Cockrell

Annie S. Cockrell

FILED
1963 MAR 26 AM 9:19

13

BOOK 146 PAGE 394

In the Matter of the	: No.	15,452 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Charles F. Dockhorn and	:	for
Leah W. Dockhorn, 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 Charles F. Dockhorn and Leah W. Dockhorn, his wife, dated November 30th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1083, Folio 469, 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 Wednesday, March 20, 1963, at 12:00 o'clock Noon, and then and there sold the said property to Frank W. Cockrell and Annie S. Cockrell, his wife, at and for the sum of FOUR THOUSAND NINE HUNDRED DOLLARS ($4,900.00), being at that figure the highest bidders therefor, said property described as follows:

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

KNOWN AND DESIGNATED as Lots Nos. 6161, 6162, 6163 and 6164, together with the right, title and interest of the parties of the first part, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled "Fourth Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland" and filed among the Plat Records of Anne Arundel County in Plat

FILED

1963 MAR 26 AM 9:19

14

Cabinet 1, Rod Y, Plat 13.

BEING the same property conveyed unto Charles F. Dockhorn and Leah W. Dockhorn, his wife, by Bernhard B. Christopherson and Mary M. Christopherson, his wife, by deed dated April 2, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 821, Folio 527.

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 March, 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 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

BOOK 146 PAGE 396

In the Matter of the Mortgaged	: No.	Equity
Real Estate of Charles F. Dockhorn:	In the Circuit Court	
and Leah W. Dockhorn, his wife	: for	
	: Anne Arundel County	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify, that on this 20th day of March 1963, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frank W. Cockrell and Annie S. Cockrell, his wife, the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) they were not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and, (3) they had not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

William W. Townshend, Jr.

Frank W. Cockrell (SEAL)

Annie S. Cockrell (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

FILED

1963 MAR 26 AM 9:19

16

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CHARLES F. DOCKHORN and LEAH W. DOCKHORN, his wife

versus

BOOK 146 PAGE 397

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,452 Equity

Ordered, this 26th day of March, 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 29th 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 29th day of April next.

The report states that the amount of sale was $ 4,900.00

True Copy,

Louis M. Phipps Clerk.

TEST: Clerk.

(Final Order) WILLIAM W. TOWNSHEND, Jr., Atty. "M. Gazette" (For March 28th Edition)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CHARLES F. DOCKHORN and LEAH W. DOCKHORN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of May, 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 MAY -1 AM 11:41

17

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,452 EQUITY

IN THE MATTER OF THE MORTGAGE REAL ESTATE OF CHARLES F. DOCKHORN and LEAH W. DOCKHORN, his wife

Ordered, this 26th day of March, 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 29th 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 29th day of April next.

The report states that the amount of sale was $4,900.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-18

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 398

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 20, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,452

Charles F. Dockhorn

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of April, 1963. The first insertion being made the 22nd day of March, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By Leighman

FILED
1963 APR 22 PM 3:19

No. M. G. 34246

18

In the Case of BOOK 146 PAGE 399

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CHARLES F. DOCKHORN and LEAH W. DOCKHORN, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,452 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 MAY-8 PM 2:33

All of which is respectfully submitted.
May 8, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 24th day of May, 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 Jankauski, deputy

FILED
1963 MAY 24 AM 10:17

19

2d

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CHARLES F. DOCKHORN and LEAH W. DOCKHORN, his wife

BOOK 146 PAGE 400

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

Cr.

1963						
March	20	Proceeds of Sale	4,900	00		
		Interest on deferred payment of $4,150.00				
		from 3/20/63 to 5/1/63	28	70	4,928	70
					4,928	70
		To Attorney for fee, viz:	100	00		
		To Attorney for commissions, viz:	177	86	277	86
		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	68	24		
		Capital Gazette Press - Order nisi, sale	15	00		
		Speer Publications - handbills	18	03		
		Robert H. Campbell - auctioneer fee	45	00		
		Pennsylvania Ins. Co. - Bond premium	30	00		
		1962 County & State taxes	113	67		
		1963 County & State Taxes 1/1/63 to 3/20/63 (111.32)	24	74		
		One-half cost documentary stamps	8	25		
		Dorothy P. McNew - notary fees	1	50	324	43
		To Loyola Federal Savings & Loan Assn.				
		In full mortgage claim filed	4,243	74		
		On account interest on principal balance				
		of $4,165.81 from 4/16/63 to 5/23/63	22	17	4,265	91
					4,928	70

BOOK 146 PAGE 401

Robert J. Kelley and
Dolores U. Kelley, his wife
3412 Valley Green Drive
Drexel Hill, Pennsylvania

vs

David E. Kulp and
Peggy L. Kulp, his wife
25 Hanford Road
Harman's, Maryland

IN THE CIRCUIT COURT
OF
ANNE ARUNDEL COUNTY
IN EQUITY

No. 15,021

PETITION FOR FORECLOSURE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiffs respectfully represents

That on the 31st day of July A.D. 1961, the defendants entered into a contract of sale with the plaintiffs for the sale of certain fee-simple property in Anne Arundel County, therein described, which contract provided for a purchase price of $12,200.00 to be paid in installments of $ 93.00 per month commencing from the first day of September, 1961, as therein mentioned, wherein the defendants assented to the passage of a decree for sale of said property, to take place any time after any default in any covenant or condition of said contract; all of which will appear from said contract, marked "Petitioner's Exhibit No. 1" and filed herewith as part of these proceedings and this petition.

That the said contract of sale is in default for non-payment of installments as provided in said contract.

And your petitioners pray that a decree may be passed for the sale of said property in accordance with the terms of said contract and in accordance with Rule 1395 of the Maryland Rules of Procedure.

And as in duty, &c.

Robert J. Kelley
Robert J. Kelley by Dolores U. Kelley, his Attorney in Fact, Plaintiff

Dolores U. Kelley
Dolores U. Kelley, Plaintiff

Robert F. Vavrina, Attorney for the Plaintiffs.
Baltimore Federal Building
Baltimore 2, Maryland
Lexington 9-6841

1962 MAY 29 PM 3:43

PETITIONER'S EXHIBIT "1"

BOOK 146 PAGE 402 No. 15, 021 Equity

Standard Land Installment Contract

Approved by Real Estate Board of Greater Baltimore

This Agreement of Sale, made this ~~31st~~ 31st day of ~~July~~ July 1961

~~XXXX~~ 196..., between Robert J. Kelley and Dolores V. Kelley, his wife

..., who resides at Harmans, Maryland

and whose post-office address is 25 Hanford Drive, Harmans, Maryland

Seller, and David E. Kulp and Peggy L. Kulp, his wife

who resides at Baltimore Maryland and whose post-office

address is 918 Niagra Court, Baltimore 27, Maryland, Buyer

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in Anne Arundel County, State of Maryland.

Being known and designated as Lot 30 as shown on the Plat of Ridge View, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 4 Rod G-7 Plat # 5, and in Plat Book 24 folio 26.

DUK RJK D.E.K. P.J.K

at and for the cash price of $ 12,200.00

Fees and other charges, if any $

Insurance, covering loss by fire, hail, windstorm, etc.

in the amount of $ 11,000.00, payable to Seller and/or Buyer as their interests may appear.

Policy expires October 6, 1962

Total Purchase Price $ 12,200.00

Paid on account by Buyer $

Principal balance owed by Buyer $ 12,200.00

The above principal balance, together with the following listed property expenses, shall be paid by Buyer to Seller at

(Place of payment) Fidelity Philadelphia Trust Co, Philadelphia, Pennsylvania

in consecutive (monthly) (~~weekly~~) installments of $ 93.00 each, which shall severally become due and payable on the

1st P.J.K D.E.K. RJK DUK D.E.K. P.J.K D.E.K. day of each and every (month) (~~week~~) beginning with the first installment due on the 1st

day of ~~January~~ September P.J.K, 1962. 1961

Interest at ~~5~~ 5½% per annum on present unpaid balance of purchase price.

Annual Ground Rent (if any) $ NONE

Present Annual Taxes $ 125.73

Estimated Annual Water Rent $ NONE

Insurance Premiums $ 40.37

Other Public Charges, as follows: $

Said installment payments shall first be applied by the Seller, as provided in Chapter 596 of the Laws of Maryland, 1951, to the payment of (a) taxes, assessments and other public charges levied or assessed against said property and paid by the Seller; (b) ground rent, if any, paid by the Seller; (c) insurance premiums on said property paid by the Seller; (d) interest on unpaid balance owed by the Buyer; (e) principal balance owed by Buyer. As the principal balance is reduced the amount of interest charged will become less, so that payments on principal will be correspondingly increased. It is understood that taxes, water rent and other public charges may vary from time to time, and that in the event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges the difference shall be credited to the unpaid balance of the purchase price.

Seller agrees that Buyer shall have the right to accelerate any or all installment payments.

Collateral security (if any) taken for vendee's obligation under this contract:

1962 MAY 29 PM 0:43

It is understood and agreed that, at any time during the life of this contract, upon thirty days written notice and demand by the Seller, Buyer shall accept a conveyance of the premises, pay the customary transfer charges, and execute a purchase money mortgage or mortgages to the Seller, or to a mortgagee or mortgagees procured by the Seller, in the amount of the unpaid principal balance then owing under this contract, said mortgage or mortgages to contain the provisions and covenants set forth in Section 119 (6) of Chapter 596 of the Laws of Maryland, 1951. Payments under such mortgage or mortgages shall not be in excess of the periodic payments required under this contract. When any mortgage or mortgages is executed pursuant to the Seller's demand under this paragraph, Buyer shall be liable for the expenses set forth in said Section 119 (6) of said Chapter 596, and the deed and mortgage or mortgages executed pursuant to this paragraph shall entirely supersede this contract.

The Seller shall have the right at all times to mortgage the property and to maintain a mortgage or mortgages thereon in accordance with the provisions of Section 119 (5A) of Chapter 596 of the Laws of Maryland, 1951.

Any such mortgage or mortgages executed under the provisions of this paragraph shall be for such term as may be required to amortize completely said principal sum, together with interest at the rate of....6%... per cent per annum (not more than six per cent per annum), and the expenses as described herein, upon the payment of periodic amounts not greater than those required under this contract.

The Buyer agrees:

1. To keep the premises in good order and in as good condition as when received, the natural wear and decay of the property excepted.
2. That he will not assign or transfer this agreement without the written consent of the Seller.
3. That all necessary alterations or repairs shall be made by him at his own expense.
4. That he will make the payments provided hereunder when and as they become due.
5. That he will not do, suffer or permit anything to be done in or about the premises which will contravene the policies of insurance against loss by fire.
6. That he will not use or permit the use of the premises for purposes other than those of a dwelling.
7. That he will not rent the premises in whole or part without first obtaining the written consent of the Seller.
8. That he will comply with all local and other laws and regulations governing occupancy and use of the said premises.

Said property has been inspected by Buyer prior to the date of this contract and Buyer accepts it in its present condition. There are no collateral understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller.

THE SELLER has/has not received notice from a public agency requiring repairs or improvements to be made to the property herein described.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance, shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or right of possession has been given.

Ground rent, rent, water rent, taxes (including Metropolitan District charges for water and sewer, if any) and other public charges, on an annual basis, against the premises shall be apportioned as of ~~at which time right of possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.~~

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract, at the expense of the Buyer.

DEFAULT: Failure of Buyer to make payments as herein provided or to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default, and shall, in addition to other remedies provided by law, entitle the Seller to make a sale of the property in accordance with the provisions of Sec. 122 of said Chapter 596, Laws of Maryland, 1951. Said Buyer hereby assents to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court Number Two of Baltimore City, or by the Circuit Court for the County in which the property is located, for a sale of said property in accordance with the provisions of said Sec. 122 of Chapter 596, Laws of Maryland, 1951. And upon any sale of said property under the powers hereby granted, the proceeds shall be applied as follows, to wit: 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 property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; second, to the extinguishment of all claims of the Seller herein, his, its, or their heirs, executors, administrators, successors, or assigns, whether the same shall have then matured or not, and third, the balance, if any, to the Buyer herein, his or their heirs, executors, administrators, or assigns.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

Witness in duplicate the hands and seals of the parties hereto the day and year first above written.

NOTICE TO BUYER

You are entitled to a copy of this contract at the time you sign it.

Robert J. Vann — Witness
Robert J. Kelley — Seller's Signature (SEAL)

Charles W. Vernon — Witness
Dolores A. Kelley — Seller's Signature (SEAL)

Date signed by Seller July 31 19 61

Robert J. Vann — Witness
David E. Kulp — Buyer's Signature (SEAL)

Robert J. Vann — Witness
Peggy L. Kulp — Buyer's Signature (SEAL)

Date signed by Buyer July 31 19 61

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyer hereby acknowledges receipt of copy of the foregoing contract this

31st day of July 1961.

Robert J. Vann — WITNESS
David E. Kulp — Buyer

Robert J. Vann — WITNESS
Peggy L. Kulp — Buyer

BOOK 146 PAGE 404

Robert J. Kelley and
Dolores U. Kelley, his wife

vs

David E. Kulp and
Peggy L. Kulp, his wife

IN THE CIRCUIT COURT
OF
ANNE ARUNDEL COUNTY
IN EQUITY

No. 15, Cir. 1 Equity

AFFIDAVIT

We, the undersigned, hereby certify that in accordance with Rule 1395b of the Maryland Rules of Procedure written notice has been served on the Defendants by registered mail at the Defendant's last known address, all as is evidenced by the copy of said notice filed herewith with the return receipt attached hereto, marked "Petitioner's Exhibit No. 2" and filed herewith as part of this affidavit.

Robert J. Kelley
Robert J. Kelley, by Dolores U. Kelley, his Attorney in Fact

Dolores U. Kelley
Dolores U. Kelley

State of Pennsylvania, County of Delaware To Wit:

I hereby certify that before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the County aforesaid, personally appeared Dolores U. Kelley, known to me (or satisfactorily proven) to be one of persons whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained. And at the same time personally appeared Dolores U. Kelley as Attorney in Fact for Robert J. Kelley and acknowledged that she executed the same as the act of her principal for the purposes therein contained.

Leon M. Chandler
My commission expires

NOTARY PUBLIC
My Commission Expires Jan. 28, 1963
Lansdowne, Delaware Co., Pa.

1962 MAY 29 PM 9:43

CLERK

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BOOK 146 PAGE 405

PETITIONER'S EXHIBIT "NO. 2"

No. 15 021 Equity

March 14, 1962

Mr. & Mrs. David E. Kulp
25 Hanford Drive
Harmans, Maryland

Re: 25 Hanford Drive

Dear Mr. & Mrs. Kulp:

On behalf of Mr. & Mrs. Robert J. Kelly, you are hereby notified that, on April 15, 1962, the Land Installment contract, which you entered into with Mr. & Mrs. Kelly on the purchase of the above captioned property, will terminate, unless all delinquent payments are made on or before that date. As of the date of this letter, your payments are delinquent in the amount of $548.00.

Very truly yours,

Robert F. Vavrina
Attorney for
Mr. & Mrs. Robert J. Kelly

RFV:jm
cc: Mr. & Mrs. Robert J. Kelly

1962 MAY 29 PM 3:13

#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)

David E Kulp

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

3/16/62

ADDRESS WHERE DELIVERED (only if requested in item #1)

C55—16—71546-4 GPO

Robert J. Kelley and
Dolores U. Kelley, his wife

vs

David E. Kulp and
Peggy L. Kulp, his wife

BOOK 146 PAGE 406

IN THE CIRCUIT COURT
OF
ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,021 Equity

STATEMENT OF CONTRACT DEBT

Amount of Contract Debt	$ 12,200.00
Less- amount paid on principal	37.08
	$ 12,162.92
Plus interest to May 15, 1962	463.85
	$ 12,626.77
Plus 1962 Taxes advanced for the Defendant	164.91
	$ 12,791.68

State of Pennsylvania, County of Delaware, Sct.

I hereby certify, that on this 18th day of May, 1962, in the year nineteen hundred and sixty-two, before me, a Notary Public of the State of Pennsylvania, in and for said County, personally appeared Dolores U. Kelley and Robert J. Kelley by Dolores U. Kelley, his Attorney-in-fact, the Plaintiffs in the above entitled cause, and made oath that the aforegoing is a true statement of the amount of the contract debt under the contract filed in the said cause now remaining due and unpaid.

Leon M. Chambers

My commission expires

NOTARY PUBLIC
My Commission Expires Jan. 28, 1963
Lansdowne, Delaware Co., Pa.

1962 MAY 29 P.M. 9:43

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BOOK 146 PAGE 407

Robert J. Kelley and
Dolores U. Kelley, his wife

IN THE CIRCUIT COURT
OF
ANNE ARUNDEL COUNTY
IN EQUITY

No. 15,021 Equity

vs

David E. Kulp and
Peggy L. Kulp, his wife

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 24th day of May 1962 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Robert F. Vavrina and made oath in due form of Law that the Defendants, David E. Kulp and Peggy L. Kulp

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 Defendants.

Robert F. Vavrina

Clara M. Link - Notary Public

BOOK 146 PAGE 408

Robert J. Kelley and
Dolores U. Kelley, his wife

vs

David E. Kulp and
Peggy L. Kulp, his wife

IN THE CIRCUIT COURT
OF
ANNE ARUNDEL COUNTY
IN EQUITY
No. 15,021 Equity

DECREE FOR SALE OF 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 31st day of May, in the year nineteen hundred and sixty-two, by the Circuit Court of Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the property in the proceedings mentioned be sold, at or after any one of the periods limited in the contract filed for the forfeiture of said contract; that Robert F. Vavrina 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 surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Twelve Thousand Eight Hundred ($12,800.00) 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 these premises; that he shall then proceed to make said sale, having given at least three weeks notice by advertisement, inserted in such paper or papers published in the County of Anne Arundel, as he shall think proper at the time, place, manner and terms of sale, which shall be $1,000.00 at time of sale, balance in cash upon ratification of sale by this Court, the credit payment to bear interest from the day of sale, and as soon as may be convenient after any such sale or sales the said Trustee shall return to this Court a full and particular account of his proceedings ~~XXXXX~~ 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, accord-

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ing 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, Petitioners and Defendants 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 said 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 decreed shall be made, a statement of the contract debt, duly verified by affidavit, as required by law, be filed in said cause.

O Brown Duckett
Judge

FILED

1962 MAY 31 AM 11:19

New Amsterdam Casualty Company

227 ST PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

BOND NO. 0466-0274-1392-62 BOOK 146 PAGE 410

No. 15,021 Equity

LIBER 11 PAGE 373

Know All Men By These Presents:

THAT WE, Robert F. Vavrina, Baltimore Federal Building, Baltimore 2, Maryland

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of TWELVE THOUSAND, EIGHT HUNDRED AND NO/100 Dollars ($ 12,800.00), 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 2nd day of July in the year of our Lord one thousand nine hundred and sixty-two

WHEREAS, the above bounden Robert F. Vavrina

by virtue of a decree of the Honorable the Judge of Circuit Court of Anne Arundel County, Md.,

has been appointed trustee to sell property known as #25 Hanford Drive, Harmans, Maryland mentioned in the proceedings in the case of

Robert J. Kelley and Dolores U. Kelley, his wife

vs.

David E. Kulp and Peggy L. Kulp, his wife

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Robert F. Vavrina do es and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Joan Garson

Robert F. Vavrina (SEAL)

(SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

~~XXXXX~~ WITNESS:

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

S. Alvey

1-307-Md. Trustee—Receiver 500-9-51

Bond approved this 5th day of July, 1962

George T. Cromwell, Clerk

1962 JUL 5 AM 9:59

No. 15,021 Equity

BOOK 146 PAGE 411

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 6th day of July, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Marion J.Minker,Jr. Agent for the, purchaser at the foreclosure sale in this cause, and made oath in due form of law (~~[illegible]~~) (that he is the agent for the purchaser, Robert J.Kelley and Dolores U.Kelley,his wife) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Agent for the Purchaser (SEAL)

William M. White
Notary Public

BOOK 146 PAGE 412

Robert J.Kelley and Dolores U.Kelley,his wife	*	IN THE CIRCUIT COURT
	*	OF
vs.	*	ANNE ARUNDEL COUNTY IN EQUITY
David E. Kulp and Peggy L.Kulp,his wife	*	NO. 15021

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Robert F. Vavrina,Trustee, appointed by the decree in the above entitled cause,to make sale of the fee simple lot of ground and improvements known as Lot 30 as shown on the Plat of Ridge View,in the proceedings in said cause mentioned,respectfully shows,that after giving bond with security for the faithful performance and discharge of his trust as prescribed by said decree,which was duly approved,and having given notice of the time,place,manner,and terms of sale, by advertisements inserted in The Maryland Gazette, a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale,said Trustee did pursuant to said notice on Friday the 6th day of July,1962 at eleven o'clock A.M. attend on the premises and then and there sold to Marion J.Minker, Jr.,Agent for Robert J.Kelley and Dolores U.Kelley,his wife,said fee simple lot of ground,situate in Anne Arundel County,in the proceedings mentioned,and described in the attached advertisement of sale,at and for the sum of Eleven Thousand and Fifty Dollars ($11,050.00.) in fee simple,said purchaser being then and there the highest bidder.

Robert F. Vavrina,Trustee

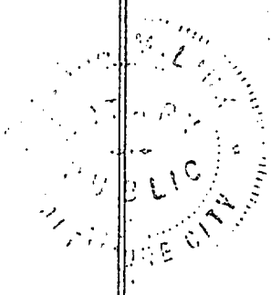
FILED

1962 JUL -9 AM 9:38

State of Maryland, City of Baltimore, Sct:

I hereby certify, that on this 6th day of July, 1962 before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared Robert F. Vavrina, 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,



Clara M. Link

Clara M. Link Notary Public

ORDER NISI

BOOK 146 PAGE 414

ROBERT J. KELLEY and
DOLORES U. KELLEY, his wife

versus

DAVID E. KULP and
PEGGY L. KULP, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,021 Equity

Ordered, this 9th day of July, 1962, That the sale of the property in these proceedings mentioned made and reported by Robert F. Vavrina, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of August next.

The report states that the amount of sale was $ 11,050.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

Robert F. Vavrina, Atty. Balto. Fed. Bldg. (Md. Gazette) (for July 12 edition)

(Final Order)

ROBERT J. KELLEY and
DOLORES U. KELLEY, his wife

versus

DAVID E. KULP and
PEGGY L. KULP, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of August, 1962 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bowie Duckett

JUDGE.

FILED

1962 AUG 14 PM 12:39

13

ROBERT F. VAVRINA
Attorney
Balto. Federal Built.
Balto. 2, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

NO. 25 HANFORD DRIVE,
HARMAN'S, MARYLAND
FOURTH ELECTION DISTRICT,
ANNE ARUNDEL COUNTY

By virtue of a decree of the Circuit Court of Anne Arundel County in Equity (15021), the undersigned, Trustee, will sell at public auction, on the premises on

Friday, July 6, 1962
at 11:00 A.M.

ALL THAT FEE SIMPLE LOT OF GROUND AND IMPROVEMENTS thereon situate in Anne Arundel County and described as follows:

Being known and designated as Lot No. 30 as shown on the Plat of Ridge View, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet 4 Rod G-7 Plat No. 5 and in Plat Book 24, folio 26.

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 1½ story frame dwelling.

TERMS OF SALE: A cash deposit of $1,000.00 will be required of the purchasers at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court of 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.

ROBERT F. VAVRINA,
Trustee
E. T. NEWELL AND CO., INC.
Auctioneer
J-5

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 415

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 11, 1962

We hereby certify, that the annexed

Trustee's Sale
No. 25 Hanford Drive
(Eq. 15,021)

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 July, 1962. The first insertion being made the 14th day of June, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 416

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,021 Equity
ROBERT J. KELLEY and
DOLORES U. KELLEY, his wife
VERSUS
DAVID E. KULP and
PEGGY L. KULP, his wife

Ordered, this 9th day of July, 1962, That the sale of the property in these proceedings mentioned made and reported by Robert F. Vavrina, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of August next.

The report states that the amount of sale was $11,050.00.

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

A-2

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 7, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,021

David E. Kulp

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of August, 1962. The first insertion being made the 12th day of July, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 29044 1962 AUG -8 PM 2:37

By Hazel Tilghman

In the Case of BOOK 146 PAGE 417

Robert J. Kelley and
Dolores U. Kelley, his wife

VS.

David E. Kulp and
Peggy L. Kulp, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,021 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.

September 6, 1962

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 27th day of May, 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 MAY 28 AM 9:54

Dr. Robert J. Kelley & Dolores U. Kelley, his wife

vs

David E. Kulp & Peggy L. Kulp, his wife

In Acct. with Robert F. Vavrina, Trustee

BOOK 146 PAGE 418

			Dr.		Cr.	
By	Amount of Sale, as per Trustee's Report of Sale filed		11,050	00		
By	Interest, 6%, on deferred payment $10,050.00 from 7/6/62 to 8/22/62		86	56		
By	Adjustment, 1962 real estate taxes, 7/6/62 to 12/31/62		61	10		
					11,197	66
To	Trustee, for commissions, viz.		364	10		
					364	10
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		72	76		
	New Amsterdam Casualty Co.- bond		51	20		
	E. T. Newell & Co., Inc.-Auctioneer's fee		50	00		
	Notary fees		1	50		
					175	46
To	Robert J. Kelley & Delores U. Kelley, his wife, Sellers, on account of contract debt				10,597	60
					11,197	66

Balance due on contract debt, as per claim filed	12,791 68
Interest, 6%, on principal balance, $12,327.83 from 5/15/62 to 8/15/62	246 55
	13,038 23
Credit amount allowed above	10,597 60
This amount subject to decree in personam	2,440 63

BOOK 146 PAGE 420

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

No. 15,428 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 Carl W. Wasowicz and Dorothy M. Wasowicz, his wife to Baltimore Federal Savings and Loan Association, dated December 5th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1529 folio 92.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1963 FEB 13 AM 9:37

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

BOOK 1529 PAGE 92

No. 15,428 Equity

BOOK 146 PAGE 421 **MORTGAGE**

THIS MORTGAGE, Made this 5th day of December, A. D. 1961, by and between CARL W. WASOWICZ and DOROTHY M. WASOWICZ, his wife

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

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for borrowed money in the principal sum of Ten Thousand Nine Hundred Fifty and 00/100ths Dollars ($ 10, 950. 00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five & one-quarter per centum (5 1/4 %) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Sixty and 55/100ths Dollars ($ 60. 55), commencing on the first day of January, 19 62, 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 December, 19 91. 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 5 as shown on the plat of "Section 6, Sun Valley" dated August 26, 1959 by John E. Harms, Jr. and Associates, Surveyors, and recorded among the plat records of Anne Arundel County in Plat Book 31 folio 16. The Improvement whereon are known as 1213 Leonard 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 herein Mortgagors.

Range Refrigerator Automatic washer and dryer

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

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

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Fifty ($150.00) Dollars, payable half-yearly on the 1st days of December and June in each and every year

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

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

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

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

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

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

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

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

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

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

(IV) amortization of the principal of said debt.

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

C. Rider Brandau Jr.
C. RIDER BRANDAU, JR.

Carl W. Wasowicz [SEAL]
Carl W. Wasowicz

[SEAL]

Dorothy M. Wasowicz [SEAL]
Dorothy M. Wasowicz

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1529 PAGE 96

I HEREBY CERTIFY, That on this the 5th day of December, 1961, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Carl W. Wasowicz and Dorothy M. Wasowicz, his wife known to me (or satisfactorily proven) to be the person(s) whose name(s) ~~is~~ (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

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

C. Rider Brandau Jr.
C. RIDER BRANDAU, JR.
Notary Public.

My commission expires: May 6, 1963

C. RIDER BRANDAU, JR. NOTARY PUBLIC BALTIMORE, MD.

55821
mae

Rec'd for record Dec. 7, 1961 at 10:59 A.M.
Mailed to The Colonial Title Guarantee Co.

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
and chattels

Carl W. Wasowicz & Dorothy M. Wasowicz, his wife
TO
Baltimore Federal Savings and Loan Association

Received for Record ,19 ,
at o'clock M.
Same day recorded in Liber No.
Folio , etc., one of the
Records of and
examined per
Cost of Records, $ 11.00, Clerk.

No. Insured
under section of the National Housing Act and Regulations of the Federal Housing Commissioner thereunder
Dated as amended
FEDERAL HOUSING COMMISSIONER
By Authorized Agent.
Date

RECORDED IN LIBER GTC
NO. 1529 FOLIO 92
GEO. I. CROMWELL, CLERK
DEC -7 AM 10:59
RECORDED IN LIBER GTC
NO. 1529 FOLIO 92
GEO. I. CROMWELL, CLERK
AMENDED
FEDERAL HOUSING COMMISSIONER
By Authorized Agent.
Date

Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.

THE COLONIAL TITLE GUARANTEE COMPANY
BALTIMORE FEDERAL BUILDING
FAYETTE ST. PAUL STREETS
BALTIMORE 2, MARYLAND

U. S. GOVERNMENT PRINTING OFFICE 16—55500-0

BOOK 146 PAGE 425 No. 15,438 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 11th day of February 1963 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, Carl W. Wasowicz and Dorothy M. Wasowicz, 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

1963 FEB 13 AM 9:37

WALTER S. CALWELL BOOK 146 PAGE 426 IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

CARL W. WASOWICZ AND

No. 15,428 Equity

DOROTHY M. WASOWICZ, HIS WIFE

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Carl W. Wasowicz and Dorothy M. Wasowicz, his wife

to Baltimore Federal Savings and Loan Association

dated the 5th day of December 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1529 Folio 92 .

Amount of Mortgage	$10,950.00
Less - amount paid on principal	102.54
	10,847.46
Plus - interest to 1/31/63	284.76
	11,132.22
Less - balance in expense account	220.15
	10,912.07

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 11th day of February in the year nineteen hundred and sixty-three before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

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1963 FEB 13 AM 9:37

Clara M. Link Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

No 15,428 Equity

Mortgagee and Attorney's Bond.

1-369

BOOK 146 PAGE 427

LIBER 11 PAGE 588

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N.Y.

BOND NO. 0466-0274-0516-63

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

Sealed with our seals, and dated this 18th day of March 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 Carl W. Wasowicz and Dorothy M. Wasowicz, his wife to Baltimore Federal Savings & Loan Association bearing date the 5th day of December nineteen hundred and sixty-one and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1529, Folio 92, and

1213 Leonard 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

WITNESS:

S. Alvey

S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED

1963 MAR 18 PM 3:30

Bond approved this 18th day of March, 1963

Louis H. Pfeiffer, Clerk

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

Attorney's Sale
Of Valuable Leasehold Property

Under and by virtue of the power and authority contained in a Mortgage from Carl W. Wasowicz and Dorothy M. Wascowicz, his wife to Baltimore Federal Savings and Loan Association, dated December 5th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C No. 1529 folio 92 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction at the Court House Door in Annapolis on

Mon., March 18, 1963
at 3:30 P.M.

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

Being known and designated as Lot 5 as shown on the Plat of "Section 6, Sun Valley", dated August 26, 1959 by John E. Harms, Jr., and Associates, Surveyors, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 31 folio 16; the improvements whereon are known as No. 1213 Leonard Drive.

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

Subject to an annual ground rent of $150.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

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

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

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

m-14

FILED
1963 MAR. 19
PM 2:25

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 428

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 18, 1963

We hereby certify, that the annexed

Attorney's Sale

15,428

Carl W. Wascowicz

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 21st day of February, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No 15,428 Equity

Mortgagee and Attorney's Bond.

I-369

BOOK 146 PAGE 429

LIBER 11 PAGE 591

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

ADDITIONAL BOND NO. 0466-0274-0516-63

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 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 19th day of March 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 Carl W. Wasowicz and Dorothy M. Wasowicz, his wife, to Baltimore Federal Savings & Loan Association bearing date the 5th day of December nineteen hundred and sixty-one and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1529, Folio 92, and

is about to sell the land and premises described in said Mortgage, 1213 Leonard 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. Smith
~~XXXXXX~~ WITNESS:

S. Alvey
S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

1963 MAR 20 AM 9:19

Bond approved this 20th day of March, 1963

Ford H. Phipps, Clerk

BOOK 146 PAGE 430 No. 15,428 Equity

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13th day of March, 1963, 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 (SEAL)
Purchaser
Charles E. Williams, Vice President

Clara M. Link
Notary Public
Clara M. Link

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

FILED
1963 MAR 20 AM 9:19

BOOK 146 PAGE 431

WALTER S. CALWELL, **Attorney Named in Mortgage**	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	**ANNE ARUNDEL COUNTY**
CARL W, WASOWICZ AND **DOROTHY M. WASOWICZ, HIS WIFE**	:	(In Equity)
	:	No. 15,428 Equity

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **December 5th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1529 folio 92** from said **Carl W. Wasowicz and Dorothy M. Wasowicz, 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 **March, 1963** 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 5 as shown on the Plat of"Section 6, Sun Valley" dated August 26, 1959 by John E. Harms, Jr., and Associates, Surveyor, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book 31 folio 16, the improvements whereon are known as No. 1213 Leonard Drive; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

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1963 MAR 20 AM 9:19

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

Attorney's Sale

Of Valuable Leasehold Property

Under and by virtue of the power and authority contained in a Mortgage from Carl W. Wasowicz and Dorothy M. Wascowicz, his wife to Baltimore Federal Savings and Loan Association, dated December 5th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1529 folio 92 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction at the Court House Door in Annapolis on

Mon., March 18, 1963
at 3:30 P.M.

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

Being known and designated as Lot 5 as shown on the Plat of "Section 6, Sun Valley", dated August 26, 1959 by John E. Harms, Jr., and Associates, Surveyors, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 31 folio 16: the improvemeuts whereon are known as No. 1213 Leonard Drive.

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

Subject to an annual ground rent of $150.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

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

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

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

m-14

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 Eleven Thousand two Hundred ($11,200.00) 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 **19th** day of **March, 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

CARL W. WASOWICZ AND DOROTHY M. WASOWICZ, HIS WIFE

BOOK 146 PAGE 434
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,428 Equity

Ordered, this 20th day of March, 1963, That the sale of the property in these proeeedings mentioned made and reported by Walter S. Calwell, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless eause to the eontrary thereof be shown on or before the 29th day of April next; Provided, a eopy of this Order be inserted in some newspaper published in Anne Arundel County, onee in each of three suecessive weeks before the 29th day of April next.

The report states that the amount of sale was $ 11,200.00

Lewis M. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty. FOR: MARYLAND GAZETTE Mar. 28th Edition

(Final Order)

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

CARL W. WASOWICZ AND DOROTHY M. WASOWICZ, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of May, 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 notiee appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual eommissions and sueh proper expenses as he shall produce vouchers for the Auditor.

O. Bruce Duckett

JUDGE.

FILED

1963 MAY -1 AM 11:41

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,428 EQUITY
WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE
versus
CARL W. WASOWICZ AND DOROTHY M. WASOWICZ, HIS WIFE

Ordered, this 20th day of March, 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 therof be shown on or before the 29th 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 29th day of April next.

The report states that the amount of sale was $11,200.00.

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

A-13

No. M. G. 34234

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 435

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 22, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,428

Carl W. Wasowicz

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 22nd day of April, 1963. The first insertion being made the 4th day of March, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 APR 22 PM 3:19

BOOK 146 PAGE 436

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

CARL W. WASOWICZ AND DOROTHY M. WASOWICZ, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 15,428 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 MAY 10 AM 11:07 FILED

All of which is respectfully submitted.

Auditor.

May 8, 1963

FINAL ORDER

ORDERED BY THE COURT, this 28th day of May, 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 MAY 28 AM 9:54

16

Dr. Mortgaged Real Estate of Carl W. Wasowicz and Dorothy M. Wasowicz, his wife

BOOK 146 PAGE 437

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

				Cr.
By	Amount of Sale, as per Attorney's Report of Sale filed		11200 00	
By	Interest, 6%, on deferred payment, $10,700.00 from 3/18/63 to 5/2/63		84 00	
				11284 00
To	Attorney, for fee, viz	100 00		
To	Attorney, for commissions, viz	366 00		
			466 00	
To	Attorney for cort costs, viz			
	Plaintiff's Solicitor, appearance fee	10 00		
	Clerk, court costs	31 00		
	Auditor, this account	22 50		
			63 50	
To	Attorney, for expenses, viz			
	Capital-Gazette Press, Inc.			
	Advertising & Nisi Sale	85 00		
	New Amsterdam Casualty Co.----bond	44 00		
	E. T. Newell & Co., Inc.			
	Auctioneer's fee	35 00		
	Notary fees	1 25		
	Adjustment, ground rent from 12/1/62 to 3/18/63	35 94		
	Adjustment, taxes, from 1/1/63 to 3/18/63	41 98		
			243 17	
To	Baltimore Federal Savings & Loan Assoc., Mortgagee, on account of Mortgage claim		10511 33	
				11284 00
	Balance due on mortgage, as per claim filed	10912 07		

	Interest, 5¼%, on principal balance,						
	$10,627.31, from 2/1/63 to 5/23/63	175	12				
		11087	19				
	Credit amount allowed above	10511	33				
	this amount subject to decree in personam	575	86				

E-116—1M—3-62.

BOOK 146 PAGE 439

PETITION FOR SALE OF PROPERTY

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

Vs.

WILLIAM J. SMALLWOOD and
JOAN J. SMALLWOOD, his wife
456 Seward Avenue
Anne Arundel County, Maryland
Defendants

Docket 20 Folio 475

Case No. 15,450 Equity

Filed

IN THE

CIRCUIT COURT

FOR

BALTIMORE COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s:

That on the 2nd day of June A.D. 1960, the defendant s Executed and delivered to Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland, a mortgage upon certain leasehold property in Baltimore County, therein described, to secure the payment of the mortgage debt of $9,450.00 and interest as therein mentioned, which mortgage was short assigned on the same day unto Metropolitan Life Insurance Company, 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 and default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

AND WHEREAS, a default has occurred in the payment of principal and interest, as provided in said mortgage.

And your petitioner 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.

John J. Neubauer, Sr., Attorney for Plaintiff

Attorney for Plaintiff

FILED

1963 FEB 21 AM 9:43

REVIEWED BY LAW DIVISION
MORTGAGE INVESTMENTS

App. H-29376

BOOK 1396 PAGE 548

No. 15,450 Equity

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

MORTGAGE

BOOK 146 PAGE 440

THIS MORTGAGE, Made this 2nd day of June, A. D. 19 60, by and between WILLIAM J. SMALLWOOD and JOAN J. SMALLWOOD, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and WEAVER BROS. INC. OF MARYLAND,

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

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee~~* is justly indebted to the Mortgagee for borrowed money in the principal sum of NINE THOUSAND, FOUR HUNDRED FIFTY - - - - - - - - Dollars ($ 9,450.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and 3/4 - - per centum (5-3/4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Weaver Bros. Inc. of Maryland, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Fifty-five and 19/100 - - - - - - - - - - - - - - - - - - Dollars ($ 55.19), commencing on the first day of July, 19 60, 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 June, 19 90.

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 5th Dist. Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

16—55500-6

BEGINNING for the same on the westerly side of Seward Avenue 55 feet wide at the line of division between lots 19 and 20, Block B, as shown on Plat hereinafter referred to, said point of beginning intended to be in line with the center of the partition wall of the house on the lot now being described and the house on the lot next adjoining to the south, thence south 87 degrees 02 minutes 30 seconds west to and through the center of said partition wall 100.00 feet to the easterly side of Service Drive B, 30 feet wide, thence binding thereon north 02 degrees 57 minutes 30 seconds west 16.00 feet to a point in line with the center of the partition wall of the house on the lot now being described and the house on the lot next adjoining to the north, thence north 87 degrees 02 minutes 30 seconds east to and through the center of said last mentioned partition wall 100.00 feet to the westerly side of Seward Avenue, thence binding thereon south 02 degrees 57 minutes 30 seconds east 16.00 feet to the beginning. Being part of the property shown on Plat of Guilford Manor, recorded among the Plat Records of Anne Arundel County in Plat Book 30, page 62. The improvements thereon being known as No. 456 Seward Avenue.

BEING the same lot of ground which by Assignment dated June 2, , 1960 and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and assigned by Guilford Manor, Inc. to the said Mortgagors, subject to the payment of the annual ground rent of Ninety-six ($96.00) Dollars, payable in equal half-yearly instalments on the 15th days of June and December, in each and every year.

SUBJECT to the restrictions contained in the Declaration dated October 21, 1959 and recorded among the Land Records aforesaid in Liber G.T.C. No. 1342 folio 438, between Guilford Manor, Inc., et al, and only one principal building will be built on said lot, and the rear five feet of said lot is hereby reserved as an easement for utilities.

And Whereas, said Mortgagors have this day passed unto said Mortgagee their promissory note in said sum bearing even date herewith, payable with interest as aforesaid.

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1963 FEB 21 AM 9:43

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

A 172 995

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
EXHIBIT #1
PETITIONER'S
METROPOLITAN LIFE INSURANCE COMPANY, Assignee Plaintiff
vs.
WILLIAM J. SMALLWOOD and JOAN J. SMALLWOOD, his wife Defendants

BOOK 1396 PAGE 549

FOR VALUE RECEIVED, WEAVER BROS., INC. OF MARYLAND hereby assigns the within and aforegoing Mortgage and the mortgage debt secured thereby unto the METROPOLITAN LIFE INSURANCE COMPANY.

AS WITNESS the signature of said body corporate, Assignor, by the hand of Roy E. Paddock its Vice President, and its corporate seal hereto affixed this 2nd day of June, 1960.

WITNESS:

Sharon W. Noppinger
Sharon W. Noppinger

WEAVER BROS., INC. OF MARYLAND

BY: Roy E. Paddock
Roy E. Paddock, Vice President

BOOK 146 PAGE 441

Recorded 7 June 1960 at 3:02 P.M.

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever, subject to the payment of the annual ground rent as aforesaid.

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

BOOK 1396 PAGE 550

BOOK 146 PAGE 442

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

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

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

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

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

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

(IV) amortization of the principal of said debt.

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

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

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

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

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

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

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

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 2 months from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 2 months time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

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

4.

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 James W. Leyko, 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 Fifty ($50.00) - - - - - - - Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), their heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

Witness:

Doris M. Fowler
DORIS M. FOWLER

William J. Smallwood [SEAL]
William J. Smallwood

Joan J. Smallwood [SEAL]
Joan J. Smallwood

[SEAL]

[SEAL]

STATE OF MARYLAND, Baltimore City to wit: BOOK 1396 PAGE 552

I HEREBY CERTIFY, That on this the 2nd day of June, 19 60, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared WILLIAM J. SMALLWOOD and JOAN J. SMALLWOOD, 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 James W. Leyko, 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 Doris M. Fowler
DORIS M. FOWLER
Notary Public.

DORIS M. FOWLER NOTARY PUBLIC BALTIMORE CO., MD.

My commission expires: May 1, 1961.

Rec'd for record 7 June 1960 at 3:02 P.M.
Mailed to The Title Guarantee Co.

App. H-29376
Written by hm
Approved by
Ready for Record

5th Dist. Anne Arundel County

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

WILLIAM J. SMALLWOOD AND JOAN J. SMALLWOOD, his wife, TO WAVER BROS. INC. OF MARYLAND S/A TO METROPOLITAN LIFE INSURANCE COMPANY

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

Cost of Records, $ 9.50 1.50 11.00 S.A. 2.00 Clerk.

REC'D FOR RECORD IN LIBER OF ANNE ARUNDEL COUNTY 1960 JUN -7 PM 3:02 & RECORDED IN LIBER STC NO. 1396 FOLIO 548 GEO. [illegible] WELL, CLERK

Tax Exempt under section of the National Housing Act and Regulations of the Federal Housing Commissioner thereunder as amended

FEDERAL HOUSING COMMISSIONER

By Authorized Agent.

Date 1960 JUN -7 PM 3:02

REC'D FOR RECORD IN LIBER OF ANNE ARUNDEL COUNTY 1960 JUN -7 PM 3:02 & RECORDED IN LIBER GTC NO. 1396 FOLIO 544 GEO. [illegible] WELL, CLERK

RETURN TO: THE TITLE GUARANTEE COMPANY ST. PAUL & LEXINGTON, STS. BALTIMORE 2, MD.

BOOK 146 PAGE 444

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

VS.

WILLIAM J. SMALLWOOD and
JOAN J. SMALLWOOD, his wife
456 Seward Avenue
Anne Arundel County, Maryland
Defendants

IN THE

CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

Docket No. 20, Folio 475

NON-MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY, that on the 20th day of February, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore (City) personally appeared JOHN J. NEUBAUER, SR.

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.

HOMER M. LESTER NOTARY PUBLIC BALTIMORE

Homer M. Lester
Notary Public

John J. Neubauer, Sr. - Affiant

FILED

1963 FEB 21 AM 9:44

6

E-118—1 M—10-61.

(.4P A 17 v 905

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue, New York 10, N.Y.
Plaintiff

VS.

WILLIAM J. SMALLWOOD and
JOAN J. SMALLWOOD, his wife,
456 Seward Avenue
Anne Arundel County, Maryland
Defendants

BOOK 146 PAGE 445
IN THE
ANNE ARUNDEL
Circuit Court for ~~Baltimore~~ County

IN EQUITY
No. 15,450 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Metropolitan Life Insurance Company, a body corporate of the State of New York

under the mortgage from William J. Smallwood and Joan J. Smallwood, his wife,

to Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland,

dated the 2nd day of June, 1960, and recorded among the Land Records of Baltimore County in Liber GTC No. 1396 Folio 548, which mortgage was short assigned on the same day unto Metropolitan Life Insurance Company, ~~New York 10, New York~~

Principal amount of mortgage	$9,450.00
Less payments made on account	284.89
Balance due on principal	9,165.11
LESS:	
Credit in expense account	75.07
Net balance due on account of principal	9,090.04
Interest to March 15, 1963	283.11
Balance due on principal and interest	$9,373.15

Daily interest is $1.45

METROPOLITAN LIFE INSURANCE COMPANY
BY:
J. E. McGurk THIRD Vice President

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

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:

I HEREBY CERTIFY, that on this 15th day of Feb in the year nineteen hundred and sixty-three before me, the subscriber a Notary Public of the State of New York/ in and for the County of New York ~~of the State of Maryland, in and for said County of Baltimore~~, personally appeared

Vice President of METROPOLITAN LIFE INSURANCE COMPANY

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

AS WITNESS my hand and Notarial Seal.

Notary Public

DANIEL J. LANE
NOTARY PUBLIC, State of New York
No. 40-7417500
Qualified in Putnam County
Certificate filed in New York County
Commission Expires March 30, 1964

FILED
1963 FEB 21 AM 9:44

E-117—1M—5-61.

BOOK 146 PAGE 446

Anne Arundel County

Decree in Circuit Court for ~~Baltimore County~~

DOCKET 20 FOLIO 425

CASE NO. 15,450 Equity

FILED

METROPOLITAN LIFE INSURANCE COMPANY
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

Vs.

WILLIAM J. SMALLWOOD and
JOAN J. SMALLWOOD, his wife
456 Seward Avenue
Anne Arundel County, Maryland
Defendants

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY

TERM, 19

DECREE FOR SALE OF MORTGAGED PREMISES

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

It Is Thereupon, this 25th day of February in the year nineteen hundred and sixty-three by the Circuit Court of ~~Baltimore~~ Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that John J. Neubauer, Sr. and John J. Neubauer, Jr. be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $9,500.00 Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by and further Decree or Order in the premises: they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily or weekly newspaper or newspapers published in ~~Baltimore~~ Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which shall be ~~one third cash~~, all cash, and the unpaid balance of the sale price to bear interest from ~~the balance in six and twelve months or all cash as the purchaser may elect the credit payments to~~ the day of sale and be paid upon ratification of sale; ~~bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustees~~ and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged their trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse
JUDGE

FILED

1963 FEB 25 AM 9:11

8

Judicial 10—MARYLAND—TRUSTEE SELL ⊙

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND LIBER 11 PAGE 565

BOOK 146 PAGE 447

Metropolitan Life Insurance Co.

versus

William J. Smallwood and Joan J. Smallwood, his wife

BOND OF TRUSTEE TO SELL Real Estate

No. 15450 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer, Sr. and John J. Neubauer, Jr., Keyser Building, Baltimore 2, Maryland as Principals, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand Five Hundred and 00/100 - - - - - - - - - - - - - - - - - Dollars ($ 9,500.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 21st day of February in the year of our Lord one thousand, nine hundred and sixty-three.

WHEREAS THE ABOVE BOUNDEN John J. Neubauer, Sr. and John J. Neubauer, Jr.

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County have been appointed trustees to sell Real Estate mentioned in the proceedings in the case of

Metropolitan Life Insurance Co.

versus

William J. Smallwood and Joan J. Smallwood, his wife

now pending in said Court.

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

John J. Neubauer, Sr. and John J. Neubauer, 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.

Marie C. Sigmund

John J. Neubauer, Sr. (SEAL)

John J. Neubauer, Jr. (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Carol A. Schlumpner
Witness as to Surety

By Robert F. Noeth
Robert F. Noeth
Attorney in fact.

Bond approved this 25 day of February, 1963

Louis H. Phipps, Clerk

'63 FEB 25 AM 10 31

JOHN J. NEUBAUER, Solicitor
Keyser Building
Baltimore 2, Maryland

Trustee's Sale

Of Valuable Leasehold Dwelling Property

Known as No. 456 Seward Avenue in the Fifth Election District of Anne Arundel County

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, in a case entitled "Metropolitan Life Insurance Company, Assignee, vs. William J. Smallwood and Joan J. Smallwood, his wife", the undersigned Trustees will sell at Public Auction on the premises the leasehold property above described on

Wed., Mar. 27, 1963
3:00 o'clock P.M.

ALL that lot or parcel of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same on the westerly side of Seward Avenue 55 feet wide at the line of division between Lots 19 and 20, Block B, as shown on Plat hereinafter referred to, said point of beginning intended to be in line with the center of the partition wall of the house on the lot now being described and the house on the lot next adjoining to the south; thence south 87 degrees 02 minutes 30 seconds west to and through the center of said partition wall 100.00 feet to the easterly side of Service Drive B, 30 feet wide; thence binding thereon north 02 degrees 57 minutes 30 seconds west 16.00 feet to a point in line with the center of the partition wall of the house on the lot now being described and the house on the lot next adjoining to the north; thence north 87 degrees 02 minutes 30 seconds east to and through the center of said last mentioned partition wall 100.00 feet to the westerly side of Seward Avenue: thence bind-

OFFICE OF No. 15,450 Equity

BOOK 146 PAGE 418

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 25, 1963

We hereby certify, that the annexed

Trustee's Sale

William J. Smallwood

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 March, 1963. The first insertion being made the 28th day of February, 1963.

FILED

1963 MAR 26 PM 3:00

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

ing therc south 02 degrces 57 minutes 30 seconds east 16.00 feet to the beginning. BEING part of thc property shown on Plat of Guilford Manor, recorded among the Plat Records of Anne Arundel County in Plat Book 30, page 62. The improvements thereon being known as No. 456 Seward Avenue. The property is subject to the payment of an annual ground rent of $96.00, payable in equal semi-annual installments on the 15th days of June and December, in each and every year.

The improvements consist of a two-story brick veneer dwelling, containing six rooms and one bath with forced warm air heat, gas fired.

The property is subject to the following:

(1) Restrictions set forth in a Declaration dated October 21, 1959 and recorded in Liber G.T.C. No. 1342, folio 438, betwen Guilford Manor, Inc., et al, and in the Deed from Guilford Manor, Inc., to William J. Smallwood and Joan J. Smallwood, his wife, dated June 2, 1960 and recorded among the aforesaid Land Records in Liber G.T.C. No. 1396, folio 546.

(2) Rights of the Consolidated Gas, Electric Light and Power Company of Baltimore to erect poles and string wires, etc. under agreement dated June 19, 1959 and recorded in Liber G.T.C. No. 1314, folio 100, with Guilford Manor, Inc.

(3) Five foot easement in rear of the above described property for utility purposes.

Taxes, Anne Arundel County Sanitary charges and other municipal liens and charges and ground rent are to be adjusted to the date of sale.

A deposit of $500.00 in cash to be required at the time of sale and the balance of the purchase price to bear interest from the date of sale to date of settlement and said balance to be paid in cash immediately upon ratification of sale by the Circuit Court for Anne Arundel County.

JOHN J. NEUBAUER, SR.
and
JOHN J. NEUBAUER, JR.
Trustees
Keyser Bldg., Baltimore 2, Md., LE 9-3212.

E. T. NEWELL & CO., Inc.
120 W. North Avenue, Baltimore 1, Md.
Auctioneers

m-21

FILED

BOOK 146 PAGE 449

E-123—1 M—2-62.

REPORT OF SALE

METROPOLITAN LIFE INSURANCE COMPANY
Assignee
1 Madison Avenue, New York 10, N.Y.
Plaintiff

VS.

WILLIAM J. SMALLWOOD and
JOAN J. SMALLWOOD, his wife
456 Seward Avenue, Anne Arundel Co., Md.
Defendants

—IN THE—

BOOK 146 PAGE 450

CIRCUIT COURT

—FOR—

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY
EQUITY 15450

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

The Report of Sale of John J. Neubauer, Sr. and John J. Neubauer, Jr., Trustees appointed by the decree in the above entitled cause to make sale of leasehold property known as No. 456 Seward Avenue, in the Fifth Election District of Anne Arundel County, State of Maryland, - - - - - - - - - - - - - - -

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

- - - - - - - - - - - - - - a weekly newspaper, published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale/ one of said Trustees did pursuant to said notice on Wednesday the 27th day of March, 1963, at 3:00 o'clock, P.M., attend on the premises and then and there sold the leasehold property to Metropolitan Life Insurance Company, New York 10, New York,

at and for the sum of Five Thousand and 00/100 ($5,000.00) Dollars; it being the highest bidder therefor. Subject to the payment of an annual ground rent of Ninety-six and 00/ 100 ($96.00) Dollars, payable in equal semi-annual installments on the 15th days of June and December, in each and every year.

[signature] Sr.
John J. Neubauer, Sr. - Trustee

[signature]
John J. Neubauer, Jr. - Trustee.

State of Maryland, ~~County~~ CITY *of Baltimore, Sct.*

I Hereby Certify, that on this 27th day of March, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~County~~ City of Baltimore aforesaid, personally appeared JOHN J. NEUBAUER, SR. & JOHN J. NEUBAUER, JR., Trustees and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and notarial seal.

[signature: Joseph L. Barrett]
Notary Public

JOSEPH L. BARRETT

JOSEPH L. BARRETT NOTARY PUBLIC BALTIMORE MD

FILED
1963 MAR 28 AM 11:17

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 27th day of March, 19 63, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared W. Boyer Speed, Agent for Metropolitan Life Insurance Company, purchaser at the foreclosure sale in this cause, and made oath in due form of law ~~[illegible]~~ (that he is the agent for the purchaser, Metropolitan Life Insurance Company,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Metropolitan Life Ins. Co. Purchaser

W. Boyer Speed (SEAL)

~~[illegible]~~ Agent

William M. White

Notary Public

12

ORDER NISI

METROPOLITAN LIFE INSURANCE COMPANY

Assignee

versus

WILLIAM J. SMALLWOOD and

JOAN J. SMALLWOOD, his wife

BOOK 146 PAGE 452

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,450 Equity

Ordered, this 28th day of March, 1963, That the sale of the property in these proceedings mentioned made and reported by John J. Neubauer, Sr. and John J. Neubauer, Jr., Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of May next.

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

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

John J. Neubauer, Atty. Md. Gazette (for Apr. 4 edition)

(Final Order)

METROPOLITAN LIFE INSURANCE COMPANY

Assignee

versus

WILLIAM J. SMALLWOOD and

JOAN J. SMALLWOOD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of May, 1963 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse JUDGE.

FILED

1963 MAY -7 PM 3:55

13

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,450 Equity
METROPOLITAN LIFE INSURANCE COMPANY
Assignee

versus

WILLIAM J. SMALLWOOD and JOAN J SMALLWOOD, his wife

Ordered this 28th day of March, 1963, That the sale of the property in these proeedings mentioned made and reported by John J. Neubauer, Sr. and John J. Neubauer, Jr., Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of May next; Provided, a copy of This Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of May next.

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

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-25

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 453

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 25, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,450

William J. Smallwood

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 May, 1963. The first insertion being made the 4th day of April, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1963 APR 26 AM 10:20

By H. Higham

No. M. G. 34189

14

In the Case of BOOK 146 PAGE 454

Metropolitan Life Insurance Company, Assignee

VS.

William J. Smallwood and Joan J. Smallwood, his wife.

In the

Circuit Court

For

Anne Arundel County

No. 15,450 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, and that he has this day given notice of the filing of this account to all parties and persons who have filed a claim to the proceeds of sale herein, in accordance with General Equity Rule #595.

1963 MAY 13 AM 9:30 FILED

All of which is respectfully submitted.

May 13, 1963

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 29th day of May, 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: E. Tollerick, deputy

FILED

1963 MAY 29 PM 3:43

15

Dr. Metropolitan Life Insurance Company, Assignee

vs.

BOOK 146 PAGE 455

William J. Smallwood and Joan J. Smallwood, his wife

In Acct. with John J. Neubauer, Sr. and John J. Neubauer, Jr., Trustees

					Cr.	
1963						
March	27	Proceeds of sale	5,000	00		
		Interest on deferred balance of 4,500.00 from 3/27/63 to 5/9/63	31	50	5,031	50
		Refund 1963 County & State Taxes 3/27/63 to 12/31/63 - 9 months, 3 days	135	72		
		Refund 1963 Anne Arundel County Sanitary Commission charges - 9 months, 3 days	8	19	143	91
					5,175	41
		To Trustees for fee, viz:	50	00		
		To Trustees for commissions, viz:	180	95	230	95
		To Trustees for Court Costs, viz:				
		Plaintiffs Solicitors Appearance Fee	10	00		
		Clerk of Courts - Court costs	28	00		
		Auditor - Stating this Account	22	50	60	50
		To Trustees for Expenses, viz:				
		Capital Gazette Press - Advertising sale	117	28		
		Capital Gazette Press- Order Nisi, Sale	15	00		
		The Baltimore Sun - Advertising Sale	17	30		
		E.T. Newell & Co. - Auctioneer fee	35	00		
		U.S.Fidelity & Guaranty Co. Bond Premium	19	00		
		Ground Rent - 3 Months, 12 days (96.00)	27	19		
		One half cost documentary stamps	8	25		
		Federal Lien & Judgment check	3	00		
		Notary fees	1	00	243	02
		To Metropolitan Life Insurance Company on account of claim filed	4,640	94	4,640	94
					5,175	41

		Amount of Mortgage Claim filed	9,373	15			
		Interest on principal balance of 9,090.04 from 3/15/63 to 5/28/63 - 73 days @ 53/4%	105	85			
			9,479	00			
		Credit - Amount allowed above	4,640	94			
		Balance subject to decree in personam	4,838	06			

PETITION OF LAND INSTALLMENT CONTRACT OF SALE

Present Fair Market Value: $15,000.00 ~~PETITION FOR FORECLOSURE~~

COMMODORE LAND CORP.

VS.

EDGAR WILLIAMS and LOUISEH. WILLIAMS, his wife

BOOK 146 PAGE 457
IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents unto your Honor:

That on the 14thv day of July A. D. 1960, the defendant executed and delivered ~~to~~ as Buyers, to the Plaintiff, as Seller, a Land Installment Contract of Sale ~~mortgage~~ upon certain leasehold property in ~~the City of Baltimore~~ Anne Arundel County therein described, to secure the payment of the ~~mortgage~~ principal balance debt of $ 14,442.40 and interest as therein mentioned, wherein said ~~mortgagor~~ defendants 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~~ Land Installment Contract of Sale; all which will appear from said ~~mortgage~~ Land Installment Contract of Sale marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition. And whereas, said Land Installment Contract of Sale is now in default and the provisions of Article 21, Section 113 of the Annotated Code of Maryland have been complied with as per the attached Affidavit of Certification marked "Petitioner's Exhibit No. 2" and also filed herewith as part of this Petition.

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

And as in duty, &c.

Jerome S. Cardin
233 Equitable Building
Baltimore 2, Maryland
SAratoga 7-3868 *Attorney for Plaintiff*

FILED

1963 FEB -7 AM 10:52

BOOK 146 PAGE 458

Standard Land Installment Contract

Approved by Real Estate Board of Greater Baltimore

This Agreement of Sale, made this 14th day of July 19 60, between Commodore Land Corp., ..., who resides at ..., and whose post-office address is 235 Equitable Building, Baltimore 2, Maryland Seller, and Edgar Williams and Louise H. Williams, his wife who resides at ... and whose post-office address is 200 Cedar Avenue, Glen Burnie, Maryland ..., Buyer

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in the Fifth Election District of Anne Arundel County, State of Maryland and known as 1027 Sunnybrook Drive and being Lot No. 17, Block I as shown on the Plat of #3 Suburbia.

at and for the cash price of ... $ 15,190.00

Fees and other charges, if any ... $ none

Insurance, covering loss by fire, Homeowner's Policy

in the amount of $ 15,000.00, payable to Seller and/or Buyer as their interests may appear.

Policy expires July 14, 1961

Total Purchase Price ... $ 15,190.00

Paid on account by Buyer ... $ 747.60

Principal balance owed by Buyer ... $ 14,442.40

The above principal balance, together with the following listed property expenses, shall be paid by Buyer to Seller at (Place of payment) 235 Equitable Building, Baltimore 2, Maryland in consecutive (monthly) (~~weekly~~) installments of $ 135.00 each, which shall severally become due and payable on the first day of each and every (month) (~~week~~) beginning with the first installment due on the first day of August, 19 60.

Interest at 6 % per annum on present unpaid balance of purchase price.

Annual Ground Rent (if any) ... $ 150.00

Present Annual Taxes estimated ... $ 245.00

Estimated Annual Water Rent and sewer ... $ 45.38

Insurance Premiums ... $ 61.60

Other Public Charges, as follows: ... $

Said installment payments shall first be applied by the Seller, as provided in Chapter 596 of the Laws of Maryland, 1951, to the payment of (a) taxes, assessments and other public charges levied or assessed against said property and paid by the Seller; (b) ground rent, if any, paid by the Seller; (c) insurance premiums on said property paid by the Seller; (d) interest on unpaid balance owed by the Buyer; (e) principal balance owed by Buyer. As the principal balance is reduced the amount of interest charged will become less, so that payments on principal will be correspondingly increased. It is understood that taxes, water rent and other public charges may vary from time to time, and that in the event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges the difference shall be credited to the unpaid balance of the purchase price.

Seller agrees that Buyer shall have the right to accelerate any or all installment payments.

Collateral security (if any) taken for vendee's obligation under this contract: None

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1963 FEB -7 AM 10:52

PETITIONER'S EXHIBIT NO. 1

2

It is understood and agreed that, at any time during the life of this contract, upon thirty days written notice and demand by the Seller, Buyer shall accept a conveyance of the premises, pay the customary transfer charges, and execute a purchase money mortgage or mortgages to the Seller, or to a mortgagee or mortgagees procured by the Seller, in the amount of the unpaid principal balance then owing under this contract, said mortgage or mortgages to contain the provisions and covenants set forth in Section 119 (6) of Chapter 596 of the Laws of Maryland, 1951. Payments under such mortgage or mortgages shall not be in excess of the periodic payments required under this contract. When any mortgage or mortgages is executed pursuant to the Seller's demand under this paragraph, Buyer shall be liable for the expenses set forth in said Section 119 (6) of said Chapter 596, and the deed and mortgage or mortgages executed pursuant to this paragraph shall entirely supersede this contract.

The Seller shall have the right at all times to mortgage the property and to maintain a mortgage or mortgages thereon in accordance with the provisions of Section 119 (5A) of Chapter 596 of the Laws of Maryland, 1951.

Any such mortgage or mortgages executed under the provisions of this paragraph shall be for such term as may be required to amortize completely said principal sum, together with interest at the rate of 6 per cent per annum (not more than six per cent per annum), and the expenses as described herein, upon the payment of periodic amounts not greater than those required under this contract.

BOOK 146 PAGE 459

The Buyer agrees:

1. To keep the premises in good order and in as good condition as when received, the natural wear and decay of the property excepted.
2. That he will not assign or transfer this agreement without the written consent of the Seller.
3. That all necessary alterations or repairs shall be made by him at his own expense.
4. That he will make the payments provided hereunder when and as they become due.
5. That he will not do, suffer or permit anything to be done in or about the premises which will contravene the policies of insurance against loss by fire.
6. That he will not use or permit the use of the premises for purposes other than those of a dwelling.
7. That he will not rent the premises in whole or part without first obtaining the written consent of the Seller.
8. That he will comply with all local and other laws and regulations governing occupancy and use of the said premises.

Said property has been inspected by Buyer prior to the date of this contract and Buyer accepts it in its present condition. There are no collateral understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller.

THE SELLER ~~has~~/has not received notice from a public agency requiring repairs or improvements to be made to the property herein described.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance, shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or right of possession has been given.

Ground rent, rent, water rent, taxes (including Metropolitan District charges for water and sewer, if any) and other public charges, on an annual basis, against the premises shall be apportioned as of July 14, 1960 at which time right of possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract, at the expense of the Buyer.

DEFAULT: Failure of Buyer to make payments as herein provided or to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default, and shall, in addition to other remedies provided by law, entitle the Seller to make a sale of the property in accordance with the provisions of Sec. 122 of said Chapter 596, Laws of Maryland, 1951. Said Buyer hereby assents to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court Number Two of Baltimore City, or by the Circuit Court for the County in which the property is located, for a sale of said property in accordance with the provisions of said Sec. 122 of Chapter 596, Laws of Maryland, 1951. And upon any sale of said property under the powers hereby granted, the proceeds shall be applied as follows, to wit: 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 property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; second, to the extinguishment of all claims of the Seller herein, his, its, or their heirs, executors, administrators, successors, or assigns, whether the same shall have then matured or not, and third, the balance, if any, to the Buyer herein, his or their heirs, executors, administrators, or assigns.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

Witness in duplicate the hands and seals of the parties hereto the day and year first above written.

COMMODORE LAND CORP. INCORPORATED 1958 MARYLAND

NOTICE TO BUYER

You are entitled to a copy of this contract at the time you sign it.

Witness — Commodore Land Corp. (SEAL)
Seller's Signature

Witness — By Manley J. Gately (SEAL)
Seller's Signature Vice President

Date signed by Seller July 14, 1960

Witness — Edgar Williams (SEAL)
Buyer's Signature

Witness — Louise H. Williams (SEAL)
Buyer's Signature

Date signed by Buyer July 14, 1960

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyer hereby acknowledges receipt of copy of the foregoing contract this

14th day of July 1960.

WITNESS — Edgar Williams Buyer

WITNESS — Louise H. Williams Buyer

3

Exhibit No.

BOOK 146 PAGE 460

COMMODORE LAND CORP.	:	IN THE
vs.	:	CIRCUIT COURT
EDGAR WILLIAMS and LOUISE H. WILLIAMS, his wife	:	OF
	:	ANNE ARUNDEL COUNTY
	:	

: : :

AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 5th day of February, 1963, before me, the undersigned subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Jerome S. Cardin, Attorney for Commodore Land Corp., the Corporate Plaintiff,herein, and he certified and made oath in due form of law that the provisions of Article 21, Section 113 of the Annotated Code of Maryland have been complied with as per the attached postal data.

WITNESS the signature of the Affiant and my hand and Notarial Seal.

Jerome S. Cardin
Affiant

Mary Virginia Smith
Notary Public

CARDIN AND CARDIN
ATTORNEYS AT LAW
SUITE 233 EQUITABLE BLDG.
CALVERT AND FAYETTE STS.
BALTIMORE 2, MD.

4

FILED
1963 FEB -7 AM 10:52

BOOK 146 PAGE 461

December 27, 1962

REGISTERED MAIL RETURN RECEIPT REQUESTED

Edgar Williams and Louise H. Williams
1027 Sunnybrook Drive
Glen Burnie, Maryland

RE: 1027 Sunnybrook Drive

Dear Mr. and Mrs. Williams:

This is to serve notice that your payments under the standard Land Installment Contract dated July 14, 1960 between Commodore Land Corp., seller and yourselves as buyers are presently in arrears for September, October, November and December, a total of $540.00.

Because of this delinquency this registered letter of notice is being forwarded to you to inform you that the aforesaid contract is hereby terminated thirty days from the registered mailing date of this notice, and foreclosure proceedings under the aforesaid contract will be instituted within thirty days without further notice to you.

Very truly yours,

COMMODORE LAND CORP.

MFG/es

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

Edgar Williams + Louise H. Williams

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Louise Williams

DATE DELIVERED

12-28-62

SHOW WHERE DELIVERED *(only if requested)*

C55—16—71548-5—F GPO

FILED

1963 FEB -7 AM 10:52

4

STATEMENT BALANCE DUE UNDER LAND INSTALL IT CONTRACT OF SALE

~~STATEMENT OF MORTGAGE CLAIM~~

BOOK 146 PAGE 462

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE~~ ANNE ARUNDEL COUNTY

COMMODORE LAND CORP.

vs.

EDGAR WILLIAMS and LOUISE H. WILLIAMS, his wife

~~STATEMENT OF MORTGAGE DEBT~~

STATEMENT OF BALANCE DUE

Amount of Purchase Price	$ 15,190.00
Paid on Account	1,082.31
Balance	$ 14,107.69
Interest fr.9/1/62 to 2/28/63 (6 months @ 70.54 per mo.)	423.24
Net Balance Due - - - - - - - -	-$ 14,530.93

Plus $ 1.2475 expense per day after January 31, 1963, to date of sale, to be calculated by Court Auditor.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 5th day of February in the year nineteen hundred and sixty-three, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Morton J. Macks, Vice President of Commodore Land 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.

FILED

1963 FEB 7 AM 10 52

As witness my hand and Notarial Seal,

Mary Virginia Smithson

Notary Public.

5

BOOK 146 PAGE 463

DECREE FOR SALE OF ~~MORTGAGED~~ PREMISES

COMMODORE LAND CORP.

vs.

EDGAR WILLIAMS and LOUISE H. WILLIAMS, his wife

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

.....TERM, 19..

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

It, is, Thereupon, This 7th day of February, in the year nineteen hundred and sixty-three, by the Circuit Court of Baltimore City, **ADJUDGED, ORDERED and DECREED,** that the ~~Mortgaged~~ property in the proceedings mentioned be sold, at or after any one of the periods limited in the Land Installment Contract of Sale ~~mortgage~~ filed for the forfeiture of said mortgage; that Manley F. Gately be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Fifteen Thousand ($15,000.00)--- Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, ~~deposit of \$ ... payment of ... cash ... ratification ... by the Court ... credit ... bond ... interest from the day of sale;~~ and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and ~~Mortgagor~~ Defendants 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~~ principal balance claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse
Judge.

FILED

1963 FEB -7 PM 3:50

JEROME S. CARDIN, S[illegible] or
233 Equitable Bldg.
Baltimore, Md.

Trustee's Sale

ALUMINUM SIDING COTTAGE

KNOWN AS 1027 SUNNYBROOK DRIVE, 5th Elec. District, A.A. Co., Md.

SALE TO BE HELD ON THE COURT HOUSE STEPS ANNAPOLIS, MARYLAND

By Virtue of a Decree of the Circuit Court of A. A. Co., Md., passed in the matter of Commodore Land Corp. vs. Edgar and Louise H. Williams, the undersigned Trustee will sell at public auction, on

Friday, March 8, 1963
11 A. M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS THEREON, situated in the 5th Elec. Dis., A. A. Co., Md., and described as follows:

BEING Known as Lot No. 17 Block I, as shown on Plat No. 3 (SUBURBIA). Said Plat recorded in the Land Records of A. A. Co. Plat in Book No. 30 Folio 77. Subject to an annual $150.00 ground rent. Improved by an aluminum siding cottage.

TERMS OF SALE: Cash upon ratification of sale by the Circuit Court of A. A. Co. A deposit of $200.00 will be required of the purchaser at time and place of sale. The unpaid purchase money to bear interest at the rate of 6 per cent per annum from date of sale to date of settlement. All adjustments and expenses, including taxes, and public charges of every nature and description, if any, to be adjusted as of date of sale, All documentary stamps to be paid by purchaser.

MANLEY F. GATELY,
Trustee
A. J. BILLIG & CO., AUCTS.
16 E. Fayette St., Balto., 2 Md.
M-7

7

15,419

OFFICE

Maryland Gazette

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

BOOK 146 PAGE 464

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 7, 1963

We hereby certify, that the annexed
"Trustee's Sale
Edgar T. Louise H. Williams
1027 Sunnybrook Drive"

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of March, 1963. The first insertion being made the 14th day of February, 1963

FILED
1963 MAR -7 PM 4:17

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

OFFICE PHONE, PLAZA 2-8440

A. J. BILLIG, PRESIDENT

BOOK 146 PAGE 465

A. J. BILLIG & COMPANY

General Auctioneers

Stocks, Bonds,
Real Estate,
Household Effects,
Automobiles,
Appraisers, Etc.

16 EAST FAYETTE STREET

BALTIMORE 2, MD. March 8 1963

We, A. J. BILLIG & CO., duly licensed Auctioneers, do hereby certify to the effect that we have not paid and will not pay, directly or indirectly, anything for employing us to make said sale and that no payments have been made or will be made in connection with such sale, except those set forth in detail in said statement.

SUBSCRIBED TO AND SWORN TO.

A. J. BILLIG & CO.

BY _____

_____
Notary Public

7 A

STATE OF MARYLAND, Baltimore City - - - - - - - - , Sct.:

I HEREBY CERTIFY, That on this 8th DAY OF March 19 63, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, State - - - - - - AFORESAID, personally appeared Manley F. Gately, Vice-President of Commodore Land Corporation, Purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said Property #1027 Sunnybrook Drive, 5th Elec. Dis., A.A.Co. mentioned in the said Report of Sale.

COMMODORE LAND CORPORATION

By: Manley F. Gately

Purchaser Manley F. Gately
Vice-President

Mary Virginia Smithson --- Notary Public

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

FILED

1963 MAR 14 AM 9:48

OFFICE PHONE: PLAZA 2-8440 ALL CLAIMS MUST BE MADE WITHIN 24 HOURS A. J. BILLIG, PRESIDENT

BALTIMORE 2, MD., March 8, 19 63

Manley F. Gately, Trustee., BOOK 146 PAGE 467

Equitable Bldg-City

TO A. J. BILLIG & COMPANY, DR.

Stocks, Bonds,
Real Estate,
Household Effects,
Automobiles,
Appraisers, Etc.

General Auctioneers

OFFICE: 16 EAST FAYETTE STREET

Sale Price- 1027- Sunny Brook Drive-5th Election			$ 12,650 00
District -A. A. County, Maryland.,			
Purchaser- Commodore Land Corporation			
Commission	$ 35	00	
Maryland Gazette Adv.	56	00	
Notary Fee- Affividat		50	
COMMISSION, ADV. ETC.,	$ 91	50	

9

REPORT OF SALE

COMMODORE LAND CORP.

vs.

EDGAR WILLIAMS AND LOUISE H. WILLIAMS, his wife

IN THE

CIRCUIT COURT

BOOK 146 PAGE 468

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 15,419 Equity

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

The Report of Sale of Manley F. Gately, Trustee, appointed by the decree in the above entitled cause, to make sale of No. 1027 Sunnybrook Drive, Anne Arundel County, Maryland,

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

Maryland Gazette

a daily newspaper published in ~~Baltimore City~~ Glen Burnie, Maryland, for more than three successive weeks preceding the day of sale, said Trustee, Manley F. Gately, did pursuant to said notice on Friday, the 8th day of March, 1963, at 11:00 o'clock A. M. attend on the premises and then and there sold property No. 1027 Sunnybrook Drive, in the 5th Election District of Anne Arundel County, Maryland, to Manley F. Gately, at and for the price of Twelve Thousand, Six Hundred and Fifty ($12,650.00) Dollars, he being the highest bidder.

Manley F. Gately

Manley F. Gately, Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 12th day of March, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Manley F. Gately, 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 MAR 14 AM 9:48

As witness my hand and Notarial Seal,

Joann V. Chester

Joann V. Chester --- Notary Public.

10

ORDER NISI

COMMODORE LAND CORP.

versus

EDWARD WILLIAMS AND LOUISE H. WILLIAMS

his wife

BOOK 146 PAGE 469

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,419 Equity

Ordered, this 14th day of March, 1963, That the sale of the property in these proceedings mentioned made and reported by Manley F. Gately, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd 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 22nd day of April next.

The report states that the amount of sale was $ 12,650.00.

Louis N. Phipps Clerk.

True Copy,

Jerome S. Cardin, Atty.
(Final Order)

TEST: For the Maryland Gazette(Mar. 21 Edition) Clerk.

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd day of April, 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 Brown Duckett
JUDGE.

FILED

1963 APR 24 AM 9:31

BOOK 146 PAGE 470

COMMODORE LAND CORP.	*	IN THE
vs	*	CIRCUIT COURT OF
EDGAR WILLIAMS AND	*	ANNE ARUNDEL COUNTY
LOUISE H. WILLIAMS	*	No. 15,419 Equity

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

PETITION
NUNC PRO TUNC

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

The petition of Manley F. Gately, Trustee, respectfully shows that:

1. The Petitioner did submit to the Clerk of said Court and by mail delivered on Thursday, March 14, 1963, a Performance Bond in the amount of Fifteen thousand ($15,000.00) Dollars dated March 5, 1963 written by New Amsterdam Casualty Company.

2. That said bond was defectively acknowledged, and therefore returned by the Clerk of this Court to your Trustee.

3. That said bond was never received by your Trustee, and subsequently a duplicate bond has been issued by the aforesaid insurer which is attached herewith.

4. In the meantime the subject property was sold at public auction at 11 a.m. at the Court House door on Friday, March 15, 1963.

WHEREFORE, your Petitioner respectively prays that this Court pass an order directing the Clerk of the Circuit Court of Anne Arundel County to accept said bond NUNC PRO TUNC in the above captioned case, so that an ORDER NISI may be properly issued without further delay.

AND AS IN DUTY BOUND, etc.

Manley F. Gately

Manley F. Gately, Petitioner

CARDIN AND CARDIN
ATTORNEYS AT LAW
SUITE 233 EQUITABLE BLDG.
CALVERT AND FAYETTE STS.
BALTIMORE 2, MD.

12

FILED
1963 MAR 19 AM 11:21

STATE OF MARYLAND, CITY OF BALTIMORE

BOOK 146 PAGE 471

I HEREBY CERTIFY, that on this 18th day of March, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Manley F. Gately, 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 information, knowledge and belief.

WITNESS my hand and Notarial Seal.

Joann V. Chester

Joann ~~Field~~ V. CHESTER
Notary Public

CARDIN AND CARDIN
ATTORNEYS AT LAW
SUITE 233 EQUITABLE BLDG.
CALVERT AND FAYETTE STS.
BALTIMORE 2, MD.

BOOK 146 PAGE 472

COMMODORE LAND CORP.	*	IN THE
vs	*	CIRCUIT COURT OF
EDGAR WILLIAMS AND	*	ANNE ARUNDEL COUNTY
LOUISE H. WILLIAMS	*	

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

ORDER

Upon the foregoing Petition and Affidavit of Manley F. Gately, Trustee, it is by the Circuit Court of Anne Arundel County this 19th day of March, 1963,

ORDERED, that the Clerk of the Circuit Court of Anne Arundel County be, and he is hereby authorized and directed to accept bond in the above captioned case and to issue an ORDER NISI in order to further the foreclosure action now pending before this court.

O. Bruce Duckett
Judge

CARDIN AND CARDIN
ATTORNEYS AT LAW
SUITE 233 EQUITABLE BLDG.
CALVERT AND FAYETTE STS.
BALTIMORE 2, MD.

14

FILED
1963 MAR 19 PM 3:17

New Amsterdam Casualty Company

LIBER 11 PAGE 590

BOOK 146 PAGE 473

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

BOND NO. 0466-0349-0417-63

No. 15,419 Equity

Know All Men By These Presents:

THAT WE, Manley Gately, of #233 Equitable Building, Baltimore 2, Maryland -

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of - - - FIFTEEN THOUSAND AND NO/100 - - - - Dollars ($ 15,000.00), 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 5th day of March in the year of our Lord one thousand nine hundred and sixty-three.

WHEREAS, the above bounden Manley Gately

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County

has been appointed Trustee to sell property known as #1027 Sunnybrook Drive, Anne Arundel County, Maryland mentioned in the proceedings in the case of

COMMODORE LAND CORP.

vs.

Edgar Williams and Louise K. Williams

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Manley Gately does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Joan V Chester

Manley Gately (SEAL)
Manley Gately

(SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

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

~~XXXXXX~~ WITNESS:

S. Alvey
S. Alvey

JOAN V. CHESTER NOTARY PUBLIC BALTIMORE, MD.

FILED

1963 MAR 19 PM 3:28

1-307-Md. Trustee—Receiver 500-9-51

15

Bond approved this 19th day of March, 1963

Louis N. Phipps, Clerk

nunc pro tunc as of March 7, 1963

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLOER OF CONTRACT FOR ANNE ARUNOEL COUNTY AOVERTISING

BOOK 146 PAGE 474

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 16, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,419

Edward Williams

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of April, 1963. The first insertion being made the 21st day of March, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,419 Equity
COMMODORE LAND CORP.
Versus
EDWARD WILLIAMS and LOUISE H. WILLIAMS his wife

Ordered, this 14th day of March 1963, That the sale of the property in these proceedings mentioned made and reported by Manley F. Gately, Trustee BE RATIFIED to the contrary thereof be shown on or before the 22nd 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 22nd day of April next.

The report states that the amount of sale was $12,650.00.

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

A-11

FILED
1963 APR 16 PM 3:04

No. M. G. 348-13

In the Case of

BOOK 146 PAGE 475

Commodore Land Corporation

VS.

Edgar Williams &

Louise H. Williams, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,419 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 MAY 13 AM 9:28 FILED

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 29th day of May, 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 MAY 29 PM 3:43

16

Dr.

Commodore Land Corporation
vs.
Edgar Williams &
Louise H. Williams, his wife

BOOK 146 PAGE 476

In Acct. with Manley F. Gately, Trustee

Cr.

By	Amount of Sale, as per Trustee's Report of Sale fd			12,650	00		
By	Interest, 6%, on deferred payment, $12,450.00						
	from 3/8/63 to 4/25/63			99	08		
						12,749	08
To	Trustee for commission, viz:	409	50				
				409	50		
To	Trustee for Court Costs, viz:						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, Court costs	31	25				
	Auditor, this account	22	50				
				63	75		
To	Trustee for expenses, viz:						
	Capital-Gazette Press, Inc., Adv. & Nisi- Sale	72	00				
	New Amsterdam Casualty Company, bond premium	60	00				
	A. J. Billig & Company, Auctioneer's fee	35	00				
	Notary Fees		50				
	Adjustment, 1963 taxes, 2 months, 8 days	49	00				
	Adjustment, 1963 Sanitary charges, 2 months 8 days	8	57				
	Adjustment, ground rent, 3 months, 28 days	49	15				
	½ Federal & State Revenue stamps	21	45				
				295	67		
To	Commodore Land Corporation, Seller, on account of						
	balance due on contract	11,980	16				
				11,980	16		
						12,749	08
	Balance due on Contract of Sale, as per claim fd.	14,530	93				
	Interest, 6%, on principal balance, $14,107.69						
	from 3/1/63 to 5/24/63	198	49				
		14,729	42				
	Credit amount allowed above	11,980	16				
	This amount subject to decree in personam	2,749	26				

BOOK 146 PAGE 477

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY 119 Park Avenue Baltimore 1, Maryland vs. RICHARD L. CARRUTHERS and ETHEL L. CARRUTHERS, his wife 222 Riverside Road, Brooklyn Anne Arundel County 25, Maryland	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY No. 15,410 Eq.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff respectfully represents:

That on the 8th day of March, 1960, the defendants executed and delivered to Occident Federal Savings and Loan Association of Baltimore City, a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure payment of the mortgage debt of $5,300.00, and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as a part of this petition.

And that a default has occurred 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 BOUND, ETC.

O'Ferrall & O'Ferrall, Attorneys
1204 Mercantile Trust Building
Baltimore 2, Maryland
Plaza 2-1228

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1963 FEB -4 AM 11:10

Petitioner's Exhibit No. 1

No. 15,410 Equity

BOOK 1375 PAGE 552

BOOK 146 PAGE 478

This Mortgage, made this 5th day of March in the year one thousand nine hundred and sixty, between RICHARD L. CARRUTHERS and ETHEL L. CARRUTHERS, 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 RICHARD L. CARRUTHERS and ETHEL L. CARRUTHERS, his wife,

the sum of FIVE THOUSAND THREE HUNDRED AND 00/100 - - - - $5,300.00 - - - -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 FORTY-FOUR AND 73/100 - - - - - - $44.73 - - - - - 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 RICHARD L. CARRUTHERS and ETHEL L. CARRUTHERS, 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:

BEGINNING for the same on the Northwest side of Riverside Road 50 feet wide at the distance of 194 feet Southwesterly from the Southwest side of Edgevale Road 40 feet and at a point in a line with the center of the partition wall between the house on the lot being described and the house on the lot adjoining on the Northeast; thence Southwesterly on the Northwest side of Riverside Road 16 feet to a point in a line with the center of another partition wall; thence Northwesterly to and thru the center of said wall to the end thereof and continuing the same course in all 90 feet to the Southeast side of an alley 15 feet wide; thence Northeasterly binding thereon with the use thereof in common with others 16 feet to a point in a line with the center of the partition wall first herein mentioned; thence Southeasterly to and thru the center of said wall and continuing the same course in all 90 feet to the place of beginning. Improvements known as No. 222 Riverside Road.

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BEING the same lot of ground in an Assignment dated January 20, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 397, folio 147, from The Belle Grove Corporation to Richard L. Carruthers and Ethel L. Carruthers, his wife.

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 SIXTY-SIX DOLLARS ($66.00), payable on the first days of January and July.

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 Mortgagors 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 Mortgagor s 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 the mortgage in any action to foreclose 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 Mortgagors hereby also authorize the said Mortgagee, its successors or assigns, or Alfred J. O'Ferrall, Jr., 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 One Hundred - - $100.00 - - 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 hands and seals of the said Mortgagors.

WITNESS:

John P. O'Ferrall

Richard L. Carruthers [SEAL]

Ethel L. Carruthers [SEAL]

[SEAL]

[SEAL]

State of Maryland, City of Baltimore, to wit:

I Hereby Certify that on this 24th day of March, 19 60, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared Richard L. Carruthers and Ethel L. Carruthers, his wife,

the Mortgagors named in the aforegoing mortgage and acknowledged said Mortgage to be their act.

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.*

Rec'd for record March 10, 1960 at 12:14 P.M.
Mailed to O'Ferrall & O'Ferrall

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BOOK 146 PAGE 481

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

vs.

RICHARD L. CARRUTHERS and ETHEL L. CARRUTHERS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,410 Eq.

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 31st 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 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 Nations 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

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BOOK 146 PAGE 482

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
RICHARD L. CARRUTHERS and ETHEL L. CARRUTHERS, his wife	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	No. 15,410 Eq.

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Occident Federal Savings and Loan Association of Baltimore City, under the mortgage from Richard L. Carruthers and Ethel L. Carruthers, his wife, to Occident Federal Savings and Loan Association of Baltimore City, dated March 8, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1375, folio 552:

Mortgage Loan dated 3/8/60	$ 5,300.00
Payments credited, less expenses and interest to January 31st, 1963	493.98
Net balance due Association	$ 4,806.02

William J. McCormick, Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 31st day of January, 1963, 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 mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

John P. O'Ferrall, Notary Public

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1963 FEB -4 AM 11:10

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BOOK 146 PAGE 483

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
RICHARD L. CARRUTHERS and ETHEL L. CARRUTHERS, his wife	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	No. 15,410 Eq.

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 6th day of February, in the year nineteen hundred and sixty-three, 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 SIX THOUSAND DOLLARS ($6,000.00), 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 advertisement, inserted in such weekly newspaper published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, Six Hundred Dollars ($600.00) at time of sale, balance in cash upon final ratification of sale by this Court, the credit payment to bear interest from the day of sale, and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to 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

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money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them, sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust, provided, that before the sale herein-before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

JUDGE

TRUSTEE'S BOND

LIBER 11 PAGE 579

No. 15,410 Equity

KNOW ALL MEN BY THESE PRESENTS:

BOOK 146 PAGE 485

That we, John P. O'Ferrall

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 $6,000.00..... Six 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 6th day of ~~March~~ MARCH 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 6th day of ~~March~~ FEBRUARY nineteen hundred and sixty-three between Occident Federal Savings and Loan Association of Baltimore City complainants, and Richard L. Carruthers and Ethel L. Carruthers, His Wife respondents,

the above bound John P. O'Ferrall

has been appointed Trustee to make sale of the Real Estate and premises in the proceedings in said cause mentioned: 222 Riverside Road, 5th Election District, Anne Arundel County, Maryland, Docket 20, Folio 454 Case No. 15410

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

Henry J. Roesser
Henry N. Roesser

John P. O'Ferrall (SEAL)
John P. O'Ferrall

(SEAL)

Mary Jane Baggerly
Mary Jane Baggerly

THE ÆTNA CASUALTY AND SURETY COMPANY
BY: John P. Gillotte (SEAL)
Attorney-in-fact
John P. Gillotte

(SEAL)

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1963 MAR -6 AM 10:53

B-152

Bond approved this 6th day of March, 1963

Louis N. Phipps, Clerk

9

O'FERRALL & O'FERRALL
Solicitors
1204 Mercantile Trust Bldg.
Baltimore 2, Maryland

Trustee's Sale

Of Valuable Leasehold Property

NO. 222 RIVERSIDE ROAD, BROOKLYN
5TH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

By virtue of decree of the Circuit Court for Anne Arundel County in Equity (15,410), the undersigned Trustee will sell at public auction, on the premises, on

Friday, Mar. 8, 1963 at 1:00 P.M.

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

BEGINNING for the same on the Northwest side of Riverside Road 50 feet wide at the distance of 194 feet Southwesterly from the Southwest side of Edgevale Road 40 feet and at a point in a line with the center of the partition wall between the house on the lot being described and the house on the lot adjoining on the Northeast; thence Southwesterly on the Northwest side of Riverside Road 16 feet to a point in a line with the center of another partition wall; thence Northwesterly to and thru the center of said wall to the end thereof and continuing the same course in all 90 feet to the Southeast side of an alley 15 feet wide; thence Northeasterly binding thereon with the use thereof in common with others 16 feet to a point in a line with the center of the partition wall first herein mentioned; thence Southeasterly to and thru the center of said wall and continuing the same course in all 90 feet to the place of beginning. Improvements known as No. 222 Riverside Road. Improved by a 2-story brick daylight porch front dwelling, subject to the annual ground rent of $66.00 payable on the first days of January and July.

TERMS OF SALE: Cash. A deposit of Six Hundred Dollars ($600.00) 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 purchaser. Balance of purchase money to bear interest from the date of sale.

JOHN P. O'FERRALL, Trustee
MICHAEL FOX, Auctioneer
American Bldg.
Baltimore 2, Md.
MU. 5-2288 M-7

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 486

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 7, 1963

We hereby certify, that the annexed

Trustee's Sale
No. 222 Riverside Road
Brooklyn

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of March, 1963. The first insertion being made the 14th day of February, 1963.

FILED
1963 MAR -8 AM 11:05

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 146 PAGE 487

vs.

222 Riverside Road

FILED

1963 MAR 13 AM 9:11

March, 1963

Florence S. Woolston

FLORENCE S. WOOLSTON NOTARY PUBLIC

BOOK 146 PAGE 488

STATE OF MARYLAND, CITY OF BALTIMORE, Set:

I HEREBY CERTIFY, That on this 8th day of March 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid personally appeared Stephen P. Provenza, Co-Partner of Stephen P. Provenza & Henry J. Strohecker, Co-Partners t/a Security Realty Company. and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Stephen P. Provenza (SEAL)
Purchaser (PLACE)

Florence S. Woolston
Notary Public

FLORENCE S. WOOLSTON NOTARY PUBLIC BALTIMORE, MD.

(Rule BR 6-2 Sale of Real Property or Chattels Real and BR 6-2-3 Affidavit of Purchaser)

Page 519 & 520

FILED
1963 MAR 13 AM 9:11

12

OFFICE: MULBERRY 5-2288

AUCTION SALES
OF REAL ESTATE

JUDICIAL SALES

MERCHANDISE SALES

BOOK 146 PAGE 489

RES.: FOREST 7-3931

Michael Fox

Auctioneer and Appraiser

102 AMERICAN BUILDING

BALTIMORE 2, MD.

REPORT OF SALE

PROPERTY: 222 Riverside Road

SOLD TO: Steven P. Provenza & Henry J. Strohecker, as co-partners, T/A Security Realty Co.

ADDRESS: 1210 Light Street, Baltimore30, Maryland

AMOUNT OF SALE: $6,000.00

DEPOSIT: $600.00

Date of Sale Friday, March 8, 1963

Very truly yours,

Michael Fox

By: Florence S. Woolston

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BOOK 146 PAGE 490

REPORT OF SALE

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE
vs.	:	CIRCUIT COURT FOR
RICHARD L. CARRUTHERS and ETHEL L. CARRUTHERS, his wife	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	Case No. 15,410
	:	Docket 20
	:	Folio 454

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 leasehold property known as No. 222 Riverside Road, Brooklyn, 5th 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 Friday the 8th day of March, 1963 at 1:00 P.M. attend on the premises and then and there sold the leasehold property known as No. 222 Riverside Road, Brooklyn, 5th Election District, Anne Arundel County and more particularly described in a copy of the advertisement attached hereto unto Stephen P. Provenza and Henry J. Strohecker, co-partners trading as Security Realty Company at and for the sum of $6,000.00, subject to the annual ground rent of $66.00 payable on the first days of January and July, they being then and there the highest bidder therefor.

John P. O'Ferrall, Trustee

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1963 MAR 13 AM 9:11

14

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

BOOK 146 PAGE 491

I HEREBY CERTIFY that on this 12th day of March, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for 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 therey reported was fairly made.

AS WITNESS my hand and notarial seal.

Bruce L. Hull

Notary Public

O'FERRALL & O'FERRALL,
Solicitors
1204 Mercantile Trust Bldg.
Baltimore 2, Maryland

Trustee's Sale

Of Valuable Leasehold Property

NO. 222 RIVERSIDE ROAD, BROOKLYN
5TH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

By virtue of decree of the Circuit Court for Anne Arundel County in Equity (15,410), the undersigned Trustee will sell at public auction, on the premises, on

Friday, Mar. 8, 1963 at 1:00 P.M.

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

BEGINNING for the same on the Northwest side of Riverside Road 50 feet wide at the distance of 194 feet Southwesterly from the Southwest side of Edgevale Road 40 feet and at a point in a line with the center of the partition wall between the house on the lot being described and the house on the lot adjoining on the Northeast: thence Southwesterly on the Northwest side of Riverside Road 16 feet to a point in a line with the center of another partition wall; thence Northwesterly to and thru the center of said wall to the end thereof and continuing the same course in all 90 feet to the Southeast side of an alley 15 feet wide; thence Northeasterly binding thereon with the use thereof in common with others 16 feet to a point in a line with the center of the partition wall first herein mentioned: thence Southeasterly to and thru the center of said wall and continuing the same course in all 90 feet to the place of beginning. Improvements known as No. 222 Riverside Road. Improved by a 2-story brick daylight porch front dwelling, subject to the annual ground rent of $66.00 payable on the first days of January and July.

TERMS OF SALE: Cash. A deposit of Six Hundred Dollars ($600.00) 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 purchaser. Balance of purchase money to bear interest from the date of sale.

JOHN P. O'FERRALL, Trustee
MICHAEL FOX, Auctioneer
American Bldg.
Baltimore 2, Md.
MU. 5-2288

M-7

15

ORDER NISI

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

RICHARD L. CARRUTHERS AND ETHEL L. CARRUTHERS, HIS WIFE

BOOK 146 PAGE 492

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,410 Equity

Ordered, this 13th day of March, 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 22nd 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 22nd day of April next.

The report states that the amount of sale was $ 6,000.00

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

John P. O'Ferrall, Atty. FOR: MARYLAND GAZETTE March 21st Edition

(Final Order)

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

RICHARD L. CARRUTHERS AND ETHEL L. CARRUTHERS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22nd day of April, 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 Bruce Duckett

JUDGE.

FILED

1963 APR 24 AM 9:31

16

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,410 Equity
OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY
versus
RICHARD L. CARRUTHERS and ETHEL L. CARRUTHERS, his wife

Ordered, this 13th day of March 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 22nd 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 22nd day of April next.

The report states that the amount of sale was $6,000.00.

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

A-11

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 493

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 16, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,410
Richard L. Carruthers

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of April, 1963. The first insertion being made the 21st day of March, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Lilyman

FILED
1963 APR 16 PM 3:04

No. M. G. 34 & 17

17

In the Case of BOOK 146 PAGE 494

OCCIDENTAL FEDERAL SAVINGS & LOAN ASSOCIATION OF BALTIMORE CITY

VS.

RICHARD L. CARRUTHERS & ETHEL L. CARRUTHERS, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 15,410 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.

Auditor further reports that he has not allowed the claim of Family Finance Corporation against Ethel L. Carruthers, one of the defendants, for the reason that the property sold in these proceedings was owned by the defendants as tenants by the entireties and the surplus of the proceeds of the sale is the property of said defendants as tenants by the entireties and is not liable for a claim against only one of the defendants.

FILED
1963 MAY 24 AM 11:23

All of which is respectfully submitted.

Auditor.

May 24, 1963

FINAL ORDER

ORDERED BY THE COURT, this 11th day of June, 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 JUN 11 AM 9:44

118

6

19

Dr. Mortgaged Real Estate of Richard L. Carruthers & Ethel L. Carruthers, his wife

BOOK 146 PAGE 495

In Acct. with John P. O'Ferrall, Trustee

				Cr.
By	Amount of Sale, as per Trustee's Report of Sale filed		6000 00	
By	Interest 6%, on deferred payment, $5,400.00 from 3/8/63 to 5/8/63		54 00	
				6054 00
To	Trustee, for fee, viz	100 00		
To	Trustee, for commissions, viz	210 00		
			310 00	
To	Trustee for court costs, viz			
	Plaintiff's Solicitor, appearance fee	10 00		
	Clerk, court costs	49 40		
	Auditor, this account	25 00		
			84 40	
To	Trustee, for expenses, viz			
	Capital-Gazette Press, Inc.			
	Advertising & Nisi Sale	90 24		
	Aetna Casualty & Surety Company---bond	24 00		
	Sunpapers---advertising---sale	27 20		
	Michael Fox, Auctioneer's fee	210 00		
	Adjustment, 1963 taxes - 2 mos. 8 days	26 48		
	" , " water rent	2 10		
	" , " ground rent	12 26		
			392 28	
To	Occidental Federal Savings & Loan Assoc. of Baltimore City, Mortgagee, in full for mortgage claim	4806 02		
	Interest, 6%, thereon from 2/1/63 to 6/10/63	104 13		
			4910 15	
To	Richard L. Carruthers & Ethel L. Carruthers, Mortgagors, excess		357 17	
				6054.00

BOOK 146 PAGE 496

H. PAUL ROME	:	IN THE
and	:	CIRCUIT COURT
EUGENE A. ALEXANDER, III,	:	FOR
Assignees	:	ANNE ARUNDEL COUNTY
Vs.	:	
JOHN S. MARTIN	:	(In Equity)
and	:	No. 15, 373
EUNICE M. MARTIN, his wife	:	

. . . . . .

ORDER TO DOCKET SUIT

MR. CLERK:

Please docket the above entitled cause and file the mortgage from John S. Martin and Eunice M. Martin, his wife, dated January 17, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1095, folio 548, as "Exhibit A" and enter our appearances for the Assignees.

H. Paul Rome
313 Keyser Building
Baltimore 2, Maryland
Le 9-7060

Eugene A. Alexander, III
309 Title Building
Baltimore 2, Maryland
Le 9-2233

FILED
1963 JAN -8 AM 9:53

Exhibit "A"

13,480 Equity

BOOK 146 PAGE 497 LIBER 1095 PAGE 548

This Mortgage,

Made this 17th day of January, 1957

by and between John S. Martin and Eunice M. Martin, his wife ----------

hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ AXX B ☐ C as herein indicated, and being the holder of -80- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 8,000.00 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 of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all th at lot of ground, situate, lying and being in Whitney's Landing, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING Lot No. 3, in Block B, as shown on the Plat of Whitney's Landing, said Plat being recorded in Plat Book G.W. No. 1, Section 3, Folio 199; now Plat Book 16, folio 11.

BEING ALSO the same property which the said Mortgagors acquired from Henry A. Koenig and Marie M. Koenig, his wife, by Deed dated June 4, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 240, folio 42.

SAVING AND EXCEPTING THEREFROM, HOWEVER, All that parcel of ground which has heretofore been conveyed to Rupert C. Emerson and E. Helen Emerson, his wife, by Deed dated Apfil 27, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 621, folio 82.

RECORDATION TAX ACT OF 1947 $5.50 CANCELLED

RECORDATION TAX ACT OF 1947 $1.10 CANCELLED

RECORDATION TAX ACT OF 1947 $2.20 CANCELLED

FILED

1959 OCT 21 PM 2:10

FILED

1963 JAN -8 AM 9:53

AND WHEREAS this Mortgage shall also secure future advances as provided by Article 66, Section 2 of the Annotated Code of Maryland or any amendments thereto; subject, however, to the discretion of the Board of Directors.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the rights, roads, alleys, ways, easements, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

LIBER 1095 PAGE 550.

BOOK 146 PAGE 499

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 $ 40.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 40.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, it shall be also deemed a default under this mortgage if the Mortgagee shall sell, cease to own, transfer, or dispose of the within described property without written consent of the Mortgagee; and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Annotated Code of Maryland.

AND the said MORTGAGORS for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, including a fee of twenty-five dollars and a commission on the total amount of mortgage indebtedness, principal, interest and fines equal to one-half the percentage allowed as commissions to Trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, fees and commission the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby covenant to pay; and the said MORTGAGEE, its successors or assigns, or its Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, fees, and commissions, but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses, fees and commissions.

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 8,000.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Amelia A. Dubman

John S. Martin (SEAL)

(SEAL)

Eunice M. Martin (SEAL)

(SEAL)

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

LIBER 1095 PAGE 551

BOOK 146 PAGE 500

I HEREBY CERTIFY, That on this 17th day of January, 19 57, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared John S. Martin and Eunice M. Martin, his wife ----------

and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh ---------- the ------ President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Amelia H. Tubman
Notary Public.

Rec'd for record Jan. 30, 1957 at 3:19 P.M.

I, ALBERT W. WARD, Conservator of FIRST FIDELITY SAVINGS AND LOAN ASSOCIATION, INC., do hereby Assign the within (above) Mortgage unto H. PAUL ROME ~~and~~ EUGENE A. ALEXANDER, III, for the purpose of foreclosure, this 11th day of December, 1962.

WITNESS:

Abel Miller Koontz

FIRST FIDELITY SAVINGS AND LOAN ASSOCIATION, INC.

By: Albert W. Ward
Albert W. Ward, Conservator

SHORT ASSIGNMENT OF MORTGAGE

Albert W. Ward, Conservator, ~~First Fidelity Savings &~~ Loan Association

TO

H. PAUL ROME and ~~EUGENE A. ALEXANDER III~~

BLOCK No.

Received for Record ____ at ____ o'clock ____ M. Same day

Recorded in Liber M. L. P. No. ____ Folio ____ etc. one of the Records of Baltimore City, and examined

RECORDED IN LIBER ~~LMP~~ No. 1095 FOLIO 551 LOUIS N. PHIPPS, CLERK

1963 JAN -2 AM 8:51

RECORDS OF ANNE ARUNDEL COUNTY

Per ____ Clerk.

ROME & ROME
Attorneys at Law
313 Keyser Building
Baltimore - 2, Maryland

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby Assign the within mortgage, unto First Fidelity Savings and Loan Association.

WITNESS the signature of the Vice-President of the said body corporate, and the corporate seal thereof, attested by its secretary, this 11TH day of DEC., 1959.

ATTEST:

THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, A BODY CORPORATE,

Fred W. Kuethe
Fred. W. Kuethe Secretary.

By Thorburn A. Bixler
Thorburn A Bixler, Vice President.

BOOK 146 PAGE 501

H. PAUL ROME	:	
and	:	IN THE
EUGENE A. ALEXANDER, III,	:	CIRCUIT COURT
Assignees	:	FOR
Vs.	:	ANNE ARUNDEL COUNTY
JOHN S. MARTIN	:	
and	:	(In Equity)
EUNICE M. MARTIN, his wife	:	

. . . . . .

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 H. PAUL ROME, one of the Assignees, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

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

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

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

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

H. Paul Rome
Affiant

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

Mary Levy
Notary Public
Mary Levy

FILED
1963 JAN -8 AM 9:53

BOOK 146 PAGE 502

H. PAUL ROME	:	
and	:	IN THE
EUGENE A. ALEXANDER, III,	:	CIRCUIT COURT
Assignees	:	FOR
Vs.	:	ANNE ARUNDEL COUNTY
JOHN S. MARTIN	:	
and	:	(In Equity)
EUNICE M. MARTIN, his wife	:	No. 15,373 County

. . . . . .

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage	$8,000.00
Payment on Account	261.99
	$7,738.01
Interest from December 11, 1959, to December 31, 1962	954.16
Total	$8,692.17
Interest Per Diem $1.28	

Herman Feldman, Manager
FIRST FIDELITY SAVINGS AND
LOAN ASSOCIATION, INC.

STATE OF MARYLAND,
CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 27th day of December, 1962, before me, a Notary Public of the State of Maryland, in and for the ~~said City~~ County of Baltimore, personally appeared HERMAN FELDMAN, Manager of First Fidelity Savings and Loan Association, Inc., the Plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claimed under the mortgage filed in the said cause now remaining due and unpaid, to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

FILED
1963 JAN -8 AM 9:53

John K. Barbour Jr.
Notary Public

JOHN K. BARBOUR JR. NOTARY PUBLIC Baltimore County, Md.

7

TRUSTEE TO SELL

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

STATE OF MARYLAND

BOOK 146 PAGE 503

LIBER 11 PAGE 541

H. PAUL ROME and
EUGENE A. ALEXANDER III, ASSIGNEES

versus

JOHN S. MARTIN and
EUNICE M. MARTIN, his wife

BOND OF TRUSTEE TO SELL

No. 15,373 Equity.

KNOW ALL MEN BY THESE PRESENTS: That we, H. Paul Rome, 313 Keyser Building, Baltimore, Maryland, and Eugene A. Alexander III 309 Title Building, Baltimore, 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 Eight thousand seven hundred - Dollars ($ 8,700.00)

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 15th day of January in the year of our Lord one thousand, nine hundred and sixty-three

WHEREAS THE ABOVE BOUNDEN H. Paul Rome and Eugene A. Alexander III

by virtue of a decree of the Honorable the Judge of the Circuit Court of or Anne Arundel County

H.Paul Rome and Eugene A. Alexander III have been appointed trustees to sell

certain property mentioned in the proceedings in the case of

H. Paul Rome and Eugene A. Alexander III, Assigness

versus

John S. Martin and Eunice M. Martin

now pending in said Court.

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

H. Paul Rome and Eugene A. Alexander III

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.

John K. Barbour Jr. (SEAL)

John K. Barbour Jr. (SEAL)

24th day of January, 1963

James W. Phipps Jr. Clerk

FILED

1963 JAN 24 AM 10:45

H. Paul Rome (SEAL)

H. Paul Rome

Eugene A. Alexander III (SEAL)

(SEAL)

NATIONAL SURETY CORPORATION

By Rose M. Bausch Attorney-in-fact

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BOOK 146 PAGE 504

H. PAUL ROME and

EUGENE A. ALEXANDER III, Assignees,

VS

JOHN S. MARTIN and

EUNICE M. MARTIN, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY,

No. 15,373 Equity

H. PAUL ROME, Solicitor
313 Keyser Bldg.
Balto. 2, Md.
EUGENE A. ALEXANDER III,
Solicitor
509 Title Bldg.
Balto. 2, Md.

Assignee's Sale

Valuable Fee-Simple Dwelling Property

Situate On Whitney's Landing Rd. Whitney's Landing, Third Election District, Anne Arundel County. Md.

Under and by virtue of the power of sale contained in a mortgage dated the 17th day of January, 1957 from John S. Martin and Eunice M. Martin, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County and later assigned to the First Fidelity Savings and Loan Association, Inc., and being duly assigned to H. Paul Rome and Eugene A. Alexander III for purposes of foreclosure, the undersigned, Assignees, will sell at public auction on the premises on

Mon., Feb. 11, 1963 at 3:00 P.M.

ALL THAT LOT OF GROUND, situate, lying and being in Whitney's Landing, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING Lot No. 3, in Block B, as shown on the Plat of Whitney's Landing, said Plat being recorded in Plat Book G.W. No. 1, Section 3, Folio 199; now Plat Book 16, folio 11.

BEING ALSO the same property which the said mortgagors acquired from Henry A. Koenig and Marie M. Koenig, his wife, by deed dated June 4, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 240, folio 42.

SAVING AND EXCEPTING THEREFROM, however, all that parcel of ground which has heretofore been conveyed to Rupert C. Emerson and E. Helen Emerson, his wife, by Deed dated April 27, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 621, folio 82. IMPROVED BY AN ASBESTOS SHINGLE DWELLING CONTAINING 5 ROOM AND BATH.

TERMS OF SALE: A deposit of $500 will be required of the purchaser at time of sale, balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, in Equity. Interest to be paid on the unpaid portion of the purchase price from date of sale. All expenses including taxes, special paving taxes, if any, to be adjusted as of date of sale. All documentary stamps to be paid by the purchaser.

H. PAUL ROME
EUGENE A. ALEXANDER, III,
Assignees

ALEX COOPER AUCTIONEERS, Inc.
212 N. Calvert St.
Balto. 2, Md.
Plaza 2-4868

F-7

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 11TH day of February 1963, sold the property described in the attached advertisement of sale at and for the sum of $ 8,025

to HERBERT J. HARMATZ

he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

By Alex Cooper
Alex Cooper-Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 11th day of February 1963, purchased the property described in the attached advertisement of sale from H. Paul Rome & Eugene A. Alexander, III, Assignees at and for the sume of $8,025 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Herbert J. Harmatz
Purchaser

FILED
1963 FEB 14, AM 10.31

9

BOOK 146 PAGE 505

No. 15,373 Equity

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 11th day of FEBRUARY 1962, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Baltimore City,~~ Baltimore County personally appeared HERBERT J. HARMATZ, purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, ~~or he purchased same as agent and his principal is~~ _____, and that he has not directly or indirectly discouraged anyone from bidding for the said Property on Whitneys Landing Rd mentioned in the said Report of Sale.

Herbert J. Harmatz (SEAL) Joseph A. Cooper
Purchaser Notary Public

_____
Purchaser

JOSEPH A. COOPER NOTARY PUBLIC 1963 BALTIMORE CO.

FILED
FEB 14 AM 10:31

ID

H. PAUL ROME and EUGENE A. ALEXANDER III, Assignees	:	IN THE
VS.	:	CIRCUIT COURT FOR ANNE ARUNDEL
JOHN S. MARTIN and EUNICE M. MARTIN, his wife	:	COUNTY
	:	(In Equity)
::	:	No. 15,373 Equity ::

REPORT OF SALE

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

The Report of Sale of H. Paul Rome and Eugene A. Alexander III, Assignees for the purpose of foreclosure in the above entitled cause, respectfully show, that after giving bond for security for the faithful discharge of their duties, which was duly approved, and having given notice of the time, place, and manner and terms of sale by advertisements inserted in THE MARYLAND GAZETTE, a weekly newspaper published in Anne Arundel County, Maryland, for more than three successive weeks preceding the day of sale, H. PAUL ROME, one of the Assignees, did pursuant to said notice, on Monday, the 11th day of February, 1963, at 3.00 p. m., attend on the premises and then and there sold the aforesaid property, being known as Lot No. 3 in Block "B", as shown on the Plat of Whitney's Landing as recorded in Plat Book G.W. No. 1, Sec. 3, folio 199 (now Plat Book 16, folio 11) to Herbert J. Harmatz, 1233 Hollins st., Balto, Md. at and for the price of Eight Thousand and Twenty-Five Dollars ($8,025.00), he being the highest bidder therefor.

H. Paul Rome

Eugene A. Alexander III
Assignees

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1963 FEB 14 AM 10:30

//

STATE OF MARYLAND: CITY OF BALTIMORE: TO WIT:

I hereby certify that on this 12th day of February, 1963, before me, the subscriber, a Notary Public in and for the City and State aforesaid, personally appeared H. Paul Rome and Eugene A. Alexander III, Assignees, 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.

Mary Levy

Mary Levy
Notary Public

My commission expires
May 6, 1963

12

ORDER NISI

H. PAUL ROME and
EUGENE A. ALEXANDER III, Assignees

versus

JOHN S. MARTIN and
EUNICE M. MARTIN, his wife

BOOK 146 PAGE 508
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 15,373 Equity

Ordered, this 14th day of February, 19 63, That the sale of the property in these proceedings mentioned made and reported by H. Paul Rome and Eugene A. Alexander, III, Assignees

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

The report states that the amount of sale was $ 8,025.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

H.Paul Rome, Atty. 313 Keyser Bldg. Balto.2 (Maryland Gazette) for Feb. 21 Ed.
(Final Order)

H. PAUL ROME and
EUGENE A. ALEXANDER III, Assignees

versus

JOHN S. MARTIN and
EUNICE M. MARTIN, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th day of March, 1963 that the sale made and reported by the Assignees 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 Assignees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse
JUDGE.

FILED
1963 MAR 28 AM 10: 15

H. PAUL ROME, Solicitor
313 Keyser Bldg.
Balto. 2, Md.
EUGENE A. ALEXANDER III,
Solicitor
509 Title Bldg.
Balto. 2, Md.

Assignee's Sale

Valuable Fee-Simple Dwelling Property

Situate On Whitney's Landing Rd. Whitney's Landing, Third Election District, Anne Arundel County. Md.

Under and by virtue of the power of sale contained in a mortgage dated the 17th day of January, 1957 from John S. Martin and Eunice M. Martin, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County and later assigned to the First Fidelity Savings and Loan Association, Inc., and being duly assigned to H. Paul Rome and Eugene A. Alexander III for purposes of foreclosure, the undersigned, Assignees, will sell at public auction on the premises on

Mon., Feb. 11, 1963 at 3:00 P.M.

ALL THAT LOT OF GROUND, situate, lying and being in Whitney's Landing, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING Lot No. 3, in Block B, as shown on the Plat of Whitney's Landing, said Plat being recorded in Plat Book G.W. No. 1, Section 3, Folio 199; now Plat Book 16, folio 11.

BEING ALSO the same property which the said mortgagors acquired from Henry A. Koenig and Marie M. Koenig, his wife, by deed dated June 4, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 240, folio 42.

SAVING AND EXCEPTING THEREFROM, however, all that parcel of ground which has heretofore been conveyed to Rupert C. Emerson and E. Helen Emerson, his wife, by Deed dated April 27, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 621, folio 82. IMPROVED BY AN ASBESTOS SHINGLE DWELLING CONTAINING 5 ROOM AND BATH.

TERMS OF SALE: A deposit of $500 will be required of the purchaser at time of sale, balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, in Equity. Interest to be paid on the unpaid portion of the purchase price from date of sale. All expenses including taxes, special paving taxes, if any, to be adjusted as of date of sale. All documentary stamps to be paid by the purchaser.

H. PAUL ROME
EUGENE A. ALEXANDER, III,
Assignees

ALEX COOPER AUCTIONEERS, Inc.
212 N. Calvert St.
Balto. 2, Md.
Plaza 2-4868

F-7

N
14

OFFICE OF 15,373

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 509

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 18, 1963

We hereby certify, that the annexed

Assignee's Sale

John S. Martin

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 17th day of January, 1963

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED FEB 18 1963 9:45 AM

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 15,373 Equity

H. PAUL ROME and
EUGENE A. ALEXANDER III,
Assignees

versus

JOHN S. MARTIN and
EUNICE M. MARTIN, his wife

Ordered, this 14th day of February, 1963, That the sale of the property in these proceedings mentioned made and reported by H. Paul Rome and Eugene A. Alexander, III, Assignees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th 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 26th day of March next.

The report states that the amount of sale was $8,025.00

LOUIS N. PHIPPS
Clerk.

True Copy,
TEST: LOUIS N. PHIPPS
Clerk.

M-14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 510

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 18, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,373

John S. Martin

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 March, 1963. The first insertion being made the 21st day of February, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1963 MAR 21 PM 2:24

No. M. G. 3464

15

In the Case of BOOK 146 PAGE 511

H. PAUL ROME & EUGENE A. ALEXANDER, III, ASSIGNEES

VS.

JOHN S. MARTIN & EUNICE M. MARTIN, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 15,373 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 MAY 29 AM 11:35

All of which is respectfully submitted.

Auditor.

May 29, 1963

FINAL ORDER

ORDERED BY THE COURT, this 14 day of June, 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 JUN 14 PM 4:31

Dr. Mortgaged Real Estate of John S. Martin & Eunice M. Martin, his wife

BOOK 146 PAGE 512

In Acct. with H. Paul Rome & Eugene A. Alexander, III, Assignees

				Cr.
By	Amount of Sale, as per Assignees' Report of Sale filed		8025 00	
By	Interest, 6%, on deferred payment $7,525.00 from 2/11/63 to 5/9/63		119 22	
				8144 22
To	Assignees', for fee, viz	50 00		
To	Assignees', for commissions, viz	270 75		
			320 75	
To	Assignees' for court costs, viz			
	Plaintiff's Solicitor, appearance fee	10 00		
	Clerk, court costs	37 50		
	Auditor, this account	22 50		
			70 00	
To	Assignees' for expenses, viz			
	Capital-Gazette Press, Inc.			
	Advertising & Nisi Sale	100 76		
	National Surety Corporation---bond	34 80		
	Alex Cooper			
	Auctioneer's fee 260.63			
	Advertising---Sunpapers 78.40	339 03		
	1961 & 1962 Real estate taxes & interest thereon	293 86		
	Adjustment, 1963 Real estate taxes, 1/1/63 to 2/11/63	14 50		
			782 95	
To	First Fidelity Savings & Loan Association, Inc., Mortgagee, on account of mortgaged, claim		6970 52	
				8144 22
	Balance due on Mortgage, as per claim			

filed	8692	17
Interest, 6%, on principal balance		
$7,738.01, from 1/1/63 to 6/15/63	212	79
	8904	96
Credit amount allowed above	6970	52
This amount subject to decree in personam	1934	44

GEORGE C. REICH BOOK 146 PAGE 514
Annapolis Roads
Annapolis, Maryland

vs.

FANNIE H. NORFOLK, also known as FANNIE M. NORFOLK, and DR. WILLIAM H. NORFOLK, her husband Arnold, Maryland, if alive, and if not alive, their unknown heirs, devisees, alienees and assignees, whether residents or non-residents of Maryland, and ANNIE R. STAUM, Baltimore, Maryland, if alive, and if not alive, her unknown heirs, devisees, alienees and assignees, whether residents or non-residents of Maryland, and All Persons having or claiming to have any interest in the property in the Third Election District of Anne Arundel County known as Lots 315 to 334 inclusive and Lots 338 to 359 inclusive as shown on the Plat of Round Bay City and more particularly described in a Deed from Southern Land and Silk Association of Baltimore City to Fannie M. Norfolk recorded among the Land Records of Anne Arundel County in Liber S.H.No.35, folio 431

NO. 15,219 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

BILL TO FORECLOSE RIGHTS OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

George C. Reich, by his Attorney, Winson G. Gott, Jr., alleges:

1. That on or about the 10th day of October, 1960, Winston Gott, also and correctly known as Winson G. Gott, Jr., purchased the within described property at public auction and the Certificate of Tax Sale attached hereto was issued to him by Edward M. Dunn, Jr., Collector of Taxes for the State of Maryland and County of Anne Arundel, and said Certificate was subsequently assigned and transferred to your said Plaintiff by said Winston Gott, all as shown on said Certificate, which is prayed to be taken as a part hereof.

2. The property mentioned in said Certificate of Tax Sale, which is Certificate No. 3119, is described as follows: "the property in Dist. #3 described as Lots 315 to 334 inclusive and lots 333 to 359 inclusive as shown on the plat of Round Bay City and assessed to Fannie H. Norfolk". On October 10th, 1960, the date of the Collector's Sale, the lots described in the said Certificate of Tax Sale were assessed to the said Fannie H. Norfolk, as set out above; that a diligent and careful search of the Land Records of Anne Arundel County, the Equity and Law Records of Anne Arundel County and the Records of the Orphans Court of Anne Arundel County and

the Records of the Orphans Court of Baltimore City reveals that the title to said property was vested in Annie R. Staum, of Baltimore City, by deed from said Fannie M. Norfolk and Dr. William H. Norfolk, her husband, dated April 3, 1890 and recorded among the said Land Records on January 11, 1892 in Liber S.H. No. 40, folio 302; the said Fannie M. Norfolk having acquired title by deed from Southern Land and Silk Association of Baltimore City dated September 5, 1889 and recorded in Liber S.H. No. 35, folio 431; that no records were found showing that the said property had ever been transferred to or assessed to said Annie R. Staum.

3. That the aforesaid property has not been redeemed by any party in interest, although more than a year and a day from the date of sale has expired.

4. That the last known address of the defendants, Fannie M. Norfolk and husband, as appearing on the tax records was: Arnold, Maryland; and the last known address of the defendant, Annie R. Staum, as set forth in the aforementioned deed was: Baltimore, Maryland.

5. To redeem the property, it is necessary for the defendants to pay the sum of $223.65 with interest from October 10, 1960, all taxes and interest accruing subsequent to the day of sale and any reimbursement due the Plaintiff under Article 81, Section 70, et. seq., Code of Public General Laws of Maryland.

WHEREFORE, the Plaintiff prays:

(a) That writs of subpoena be issued and served on the defendants.

(b) That an Order of Publication be granted unto the Plaintiff directed to the defendants and to all parties in interest, commanding them to be and appear in this Court on some certain day to be stated therein.

(c) That this Court pass a final decree foreclosing all rights of redemption of the defendants in and to the property described herein.

(d) And for such other and further relief as his case may require.

Winson G. Gott

Winson G. Gott, Jr., Attorney for Plaintiff
Lee Building, Church Circle, Annapolis, Md.

BOOK 146 PAGE 516

No. 3119 CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1960, I sold to Winston Gott Lee Building, Annapolis, Md. at public auction for the sum of 1,100 Dollars and 00 Cents, of which 223.65 Dollars has been paid as a deposit on the property in Dist # 3 described as Lots 315 to 334 inclusive and lots 333 to 359 inclusive as shown on the plat of Round Bay City and assessed to Frannie H. Norfolk

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 May 1, 1961

FILED
1962 OCT -5 AM 10:44

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I hereby assign the within and aforegoing Certificate of Tax Sale to George C. Reich, this 4th day of October, 1962.

Witness my hand and seal.

Winston Gott (SEAL)
Winston Gott

3A

BOOK 146 PAGE 518

GEORGE C. REICH
Annapolis Roads
Annapolis, Maryland

vs.

FANNIE H. NORFOLK, also known as
FANNIE M. NORFOLK, and
DR. WILLIAM H. NORFOLK, her husband
Arnold, Maryland, if alive, and if not
alive, their unknown heirs, devisees,
alienees and assignees, whether resi-
dents or non-residents of Maryland, and
ANNIE R. STAUM, Baltimore, Maryland, if
alive, and if not alive, her unknown
heirs, devisees, alienees and assignees,
whether residents ornon-residents of
Maryland, and All Persons having or
claiming to have any interest in the
property in the Third Election District of
Anne Arundel County known as Lots 315 to
334 inclusive and Lots 338 to 359 inclusive
as shown on the Plat of Round Bay City and
more particularly described in a Deed from
Southern Land and Silk Association of
Baltimore City to Fannie M. Norfolk record-
ed among the Land Records of Anne Arundel
County in Liber S.H.No.35, folio 431

NO. 15,219 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

ORDER OF PUBLICATION

This is to give notice that on the 5th day of October, 1962, a Bill of Complaint was filed in the Circuit Court for Anne Arundel County by the Plaintiff against the Defendants, whose last addresses are as shown above. The Bill alleges that the following described property assessed to Fannie H. Norfolk and conveyed by her to Annie R. Staum was sold on the 10th day of October, 1960 by the Collector of Taxes for the State of Maryland and County of Anne Arundel to Winston Gott; that Certificate of Tax Sale No. 3119 was issued to him by said Collector of Taxes, and said Certificate was assigned by said Winston Gott to George C, Reich, and the property is described in said Certificate as follows:"the property in Dist.#3 described as Lots 315 to 334 inclusive and lots 333 to 359 inclusive as shown on the Plat of Round Bay City and assessed to Fannie H. Norfolk". 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.

The relief prayed in the Bill is substantially as follows: to obtain a decree of Court foreclosing all rights of redemption of the Defendants in and to the above described property.

Whereupon, it is ordered by the Circuit Court for Anne Arundel County

FILED
1962 OCT -5 AM 10:45

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this 5th day of October, 1962, that the Plaintiff cause a copy of this Order to be inserted in a newspaper published in Anne Arundel County, once a week in each of four successive weeks, before the 13th day of December 1962, giving notice to the non-resident defendants and all persons interested in the said property of the object and substance of said Bill of Complaint and warning them to show cause, if any there may be, on or before the 13th day of December 1962, why a decree should not be passed as prayed, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property 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. 15,219 Equity

GEORGE C. REICH
Annapolis Roads
Annapolis, Maryland
VS.
FANNIE H. NORFOLK, also known as FANNIE M. NORFOLK and
DR. WILLIAM H. NORFOLK, her husband Arnold, Maryland, if alive, and if not alive, their unknown heirs, devisees, alienees and assignees, whether residents or non-residents of Maryland, and ANNIE R. STAUM, Baltimore, Maryland, if alive, and if not alive, her unknown heirs, devisees alienees and assignees, whether residents or non-residents of Maryland, and All Persons having or claiming to have any interest in the property in the Third Election District of Anne Arundel County known as Lots 315 to 334 inclusive and Lots 338 to 359 inclusive as shown on the Plat of Round Bay City and more particularly described in a Deed from Southern Land and Silk Association of Baltimore City to Fannie M. Norfolk recorded among the Land Records of Anne Arundel County in Liber S.H. No. 35, folio 431.

Order Of Publication

This is to give notice that on the 5th day of October, 1962, A bill of Complaint was filed in the Circuit Court for Anne Arundel County by the Plaintiff against the Defendants, whose last addresses are as shown above. The Bill alleges that the following described property assessed to Fannie H. Norfolk and conveyed by her to Annie R. Staum was sold on the 10th day of October, 1960 by the Collector of Taxes for the State of Maryland and County of Anne Arundel to Winson Gott; that Certificate of Tax Sale No. 3119 was issued to him by said Collector of Taxes, and said Certificate was assigned by said Winson Gott to George C. Reich, and the property is described in said Certificate as follows: "the property in Dist. No. 3 described as Lots 315 to 334 inclusive and lots 333 to 359 inclusive as shown on the Plat of Round Bay City and assessed to Fannie H. Norfolk". 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.

The relief prayed in the Bill is substantially as follows: to obtain a decree of Court foreclosing all rights of redemption of the Defendants in and to the above described property.

Whereupon, it is ordered by the Circuit Court for Anne Arundel County this 5th day of October, 1962, that the Plaintiff cause a copy of this Order to be inserted in a newspaper published in Anne Arundel County, once a week in each of four successive weeks, before the 13th day of December, 1962, giving notice to the non-resident defendants and all persons interested in the said property of the object and substance of said Bill of Complaint and warning them to show cause, if any there may be, on or before the 13th day of December 1962, why a decree should not be passed as prayed, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property 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

No. 6

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 520

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 9, 1962.

We hereby certify, that the annexed

Order of Publication

Eq. 15,219

Fannie H. Norfolk Et Al

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.

FILED
1962 Nov 9
PM 4:19

By H. Tilghman

GEORGE C. REICH BOOK 146 PAGE 521

vs.

FANNIE H. NORFOLK, also known as
FANNIE M. NORFOLK, and
DR. WILLIAM H. NORFOLK, her husband
Arnold, Maryland, and
ANNIE R. STAUM, Baltimore, Maryland
and all persons having or claiming to
have any interest in the property
in the Third Election District of Anne
Arundel County known as Lots 315 to 334
inclusive and Lots 338 to 359, inclusive
Round Bay City

NO. 15,219 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Affidavit of Efforts to
Locate Defendants

George C. Reich and Winson G. Gott, Jr., his Attorney, herein first being sworn and on oath, depose and say:

That reasonable efforts to locate the defendants and to warn them of the pendency of the action in these proceedings have been made. That the Plaintiff, George C. Reich, owns land adjoining the property described in these proceedings and has been on said land from time to time during the past two years and before then, and has never seen anyone on the property described in these proceedings, nor is there any evidence of possession thereon; that telephone directories of Anne Arundel County and Baltimore City were examined and the names of the defendants were not found therein; and that the records in the Orphans Court of Baltimore City as well as those in Anne Arundel County were examined and nothing found as to any of the defendants. Registered letters were mailed to last known addresses of the defendants and returned undelivered.

George C. Reich

George C. Reich

Winson G. Gott, Jr.

Winson G. Gott, Jr.

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I hereby certify that on this 6th day of February, 1963, before me, a Notary Public of the State and County aforesaid, personally appeared George C. Reich and Winson G. Gott, Jr., and each made oath in due form of law that the matters and facts above set forth are true to the best of their knowledge, information and belief. Witness my hand and Notarial Seal.

Diane B. Steele

DIANE B. STEELE

NOTARY PUBLIC

FILED

1963 FEB 11 PM 3:39

BOOK 146 PAGE 522

WINSON G. GOTT, JR.
ATTORNEY AT LAW
P. O. BOX 373
ANNAPOLIS, MARYLAND

RETURNED TO WRITER
REASON CHECKED
Unclaimed
Unknown
Insufficient address
Moved, left no address
No such post office in state
Do not remail in this envelope
Refused

Mrs. Fannie H. M. Norfolk, and or
Dr. William H. Norfolk
Arnold, Maryland

1st NOTICE

2nd NOTICE

RETURN

REGISTERED
6443

RETURN RECEIPT REQUESTED

Plaintiff's Exhibit

FILED
1963 FEB 11 PM 3:40

8

BOOK 146 PAGE 523

DATE OF NOTICE
FEB 8 1963

ARTICLE ADDRESSED TO
Miss Annie R Staum
Baltimore, maryland

C.O.D. ARTICLE NO.

has been abandoned per your directions

X	REGISTERED	NO. 6442
	~~INSURED~~	
	~~CERTIFIED~~	

CANNOT BE DELIVERED BECAUSE:

- ☐ DELIVERY IS RESTRICTED. ADDRESSEE CAN NOT OR WILL NOT SIGN.
- ☐ INCORRECTLY ADDRESSED. SUPPLY BETTER ADDRESS IF POSSIBLE.
- ☒ UNKNOWN. SUPPLY ADDRESS OR FORWARDING DIRECTIONS, IF POSSIBLE.

Insufficient address
NOT IN DIRECTORY

State below disposition you wish made of this returned registered, insured, or certified article and send this form promptly in an envelope bearing first-class postage to Postmaster at:

Registry Section, Baltimore 33, Md.

DISPOSITION INSTRUCTIONS:

- ☐ Return to sender
- ☐ Restriction lifted—deliver to addressee's agent
- ☐ Try at _____

SIGNATURE

* GPO : 1962 OF—622680

WINSON G. GOTT, JR.
ATTORNEY AT LAW
P. O. BOX 373
ANNAPOLIS, MARYLAND

FEB 18 1963

Miss Annie R. Staum
Baltimore
Maryland

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

RETURNED TO WRITER

NOT IN DIRECTORY
Insufficient Address

REGISTERED
NO. 6442

RETURN RECEIPT REQUESTED FEB 8 1963

GEORGE C. REICH

BOOK 146 PAGE 524

vs.

NO. 15,219 EQUITY

FANNIE H. NORFOLK, also known as
FANNIE M. NORFOLK, and
DR. WILLIAM H. NORFOLK, her husband
Arnold, Maryland, and
ANNIE R. STAUM, Baltimore, Maryland
and all persons having or claiming
to have any interest in the property
in the Third Election District of
Anne Arundel County known as Lots
315 to 334 inclusive and Lots 338
to 359, inclusive, Round Bay City

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Military Affidavit

I hereby certify that on this 6th day of February, 1963, before me, a Notary Public of the State of Maryland, in Anne Arundel County aforesaid, personally appeared George C. Reich, Plaintiff, and made oath in due form of law and declares that:

He has made inquiry concerning the defendants herein and from such inquiry is advised and believes and therefore avers that the defendants are not in military service.

George C. Reich

George C. Reich, Plaintiff

Subscribed and sworn to this 6th day of February, 1963.

Diane B. Steele

DIANE B. STEELE, Notary Public

FILED

1963 FEB 11 PM 3:39

9

GEORGE C. REICH

vs.

FANNIE H. NORFOLK, also known as
FANNIE M. NORFOLK, and
DR. WILLIAM H. NORFOLK, her husband
Arnold, Maryland, and
ANNIE R. STAUM, Baltimore, Maryland
and all persons having or claiming to
have any interest in the property
in the Third Election District of Anne
Arundel County known as Lots 315 to 334
inclusive and Lots 338 to 359, inclusive
Round Bay City

BOOK 146 PAGE 525 : NO. 15,219 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Maryland-Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against all the persons named herein, and all persons having or claiming to have any interest in the real estate therein described, as assessed to Fannie H. Norfolk and sold to George C. Reich on October 10, 1960, for non-payment of taxes.

And it further appearing that summons was issued to the Defendants Fannie H. Norfolk, also known as Fannie M. Norfolk and Dr. William H. Norfolk, her husband, and Annie R. Staum, and twice returned non-est, and that the Complainant has made affidavit herein that reasonable efforts to locate the Defendants and to warn them of the pendency of the action, have been made.

And it further appearing that all of the aforesaid Defendants have failed to enter their appearance herein in person, or by solicitor have failed to file an Answer to the Bill of Complaint, and the time within which said Defendants could so appear and file an Answer having now expired, it is thereupon, this 13th 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 said Defendants and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said Defendant Fannie H. Norfolk and described on the records of the County Treasurer and sold as aforesaid to Winston Gott on October 10th, 1960, who assigned the Certificate to the Complainant herein.

George Sachse

Judge

FILED
1963 FEB 13 PM 1:50

10

GEORGE C. REICH

BOOK 146 PAGE 526

vs.

FANNIE H. NORFOLK, also known as FANNIE M. NORFOLK, and DR. WILLIAM H. NORFOLK, her husband Arnold, Maryland, and ANNIE R. STAUM, Baltimore, Maryland and all persons having or claiming to have any interest in the property in the Third Election District of Anne Arundel County known as Lots 315 to 334 inclusive and Lots 338 to 359, inclusive, Round Bay City

NO. 15,219 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Final Decree Foreclosing Equity of Redemption

The proceedings in this cause having been read and considered and it appearing to the Court that subpoenas issued out of this Court directed to Fannie H. Norfolk, also known as Fannie M. Norfolk, and Dr. William H. Norfolk, her husband, and Annie R. Staum, the Defendants named herein, have been returned twice "non est" 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 13th day of February, 1963 against said Defendants, and that they have not entered their appearance herein or proceeded to redeem herein, it is by the Circuit Court for Anne Arundel County, this 13th day of June, 1963,

ADJUDGED, ORDERED and DECREED that all rights of redemption to the property mentioned herein of the Defendants, Fannie H. Norfolk, also known as Fannie M. Norfolk, and Dr. William H. Norfolk, her husband, and Annie R. Staum, and any and all persons having or claiming to have any right, title or interest in the hereinafter described property, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described property sold on October 10th, 1960 to Winston Gott, for non-payment of taxes, the said Winston Gott having assigned the Certificate of Tax Sale to the Plaintiff, to wit:

> Certificate No. 3119: the property in Dist. #3 described as Lots 315 to 334 inclusive and 338 to 359, inclusive as shown on the plat of Round Bay City and assessed to Fannie H. Norfolk

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.

//

It is further ORDERED that the Treasurer of Anne Arundel County, Collector of Taxes for the State of Maryland and County of Anne Arundel, execute and deliver to George C. Reich, Plaintiff in these proceedings, a deed of conveyance of the aforesaid lots of ground, upon payment by the Plaintiff to the said Treasurer of such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificate;

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

George Sachse

Judge

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BOOK 146 PAGE 528

In the Matter of the Mortgaged	: No. 15,508.	Equity
Real Estate of Larry R. Clouser	:	In the Circuit Court
and Charlotte A. Clouser, his	:	for
wife	:	Anne Arundel County
	:	

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

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1963 MAR 26 AM 9:07

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BOOK 146 PAGE 529

BOOK 1456 PAGE 140

No. 15,508 Equity

17486.

Purchase Money

This Mortgage,

made this 10th day of February in the year one thousand nine hundred and sixty-one, between LARRY R. CLOUSER and CHARLOTTE A. CLOUSER, 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

ELEVEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS ---------($11,750.00)

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

By the payment of . EIGHTY-FOUR DOLLARS ----------($84.00) 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 therero.

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 Fifth Election District, Anne Arundel County, State of Maryland and described as follows:

ALL that lot containing 0.265 acres of land, more or less, and more particularly described by metes and bounds in a deed from Charles R. Tebby and Helen E. Tebby, his wife, to the within-named Mortgagors of even date and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto. SAVE AND EXCEPTING THEREFROM, however, 0.047 acres of land, more or less, conveyed to the County Commissioners of Anne Arundel County by Charles R. Tebby and wife by deed dated January 23, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1201, Folio 184, more particularly described as follows: BEGINNING for the same at a stone in the center line of an old right of way at the end of the third line of a conveyance from Annie Pumphrey to Clarence R. Arnold and running with said center line and the second line of the conveyance from Melvin J. Pumphrey to Charles R. Tebby and wife as now surveyed North 66° 58' 30" East, 82.44 ft.; thence with part of the third line of said conveyance North 21° 32' 30" East, 35.09 ft.; thence leaving said line and running so as to include a part of said conveyance South 66° 58' 30" West, 82.44 ft. to intersect the first line of aforesaid conveyance; thence with part of aforesaid line South 21° 32' 30" West, 35.09 ft. to the place of beginning.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Pauline M. Bozman

Pauline M. Bozman

Larry Ray Clouser (SEAL)
Larry Ray Clouser

Charlotte A. Clouser (SEAL)
Charlotte A. Clouser

..... (SEAL)

5

BOOK 1456 PAGE 143 BOOK 146 PAGE 532

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 10th day of February, in the year one thousand, nine hundred and sixty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Larry R. Clouser and Charlotte A. Clouser, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared WILMER M. JOHNSON, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

1100 Pauline M. Bozman

Pauline M. Bozman
NOTARY PUBLIC

My Commission expires 5/1/61

Rec'd for record Feb. 14, 1961 at 2:25 P.M.
Mailed to Wm. W. Townshend, Jr.

V (2)

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

MORTGAGE

FROM

LARRY RAY CLOUSER and
CHARLOTTE A. CLOUSER, his wife

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber 1456 No. ..... folio 140 &c. one of the Land Records of Anne Arundel County ..... and examined per ..... Clerk.
Cost of Record $ 1100

RECEIVED FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1961 FEB 14 PM 2:25 & RECORDED IN LIBER 1456 FOLIO 140 NO. 1100 GLEN BURNIE, CLERK

BOOK 146 PAGE 533

In the Matter of the	: No.	15,508 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Larry R. Clouser and	:	for
Charlotte A. Clouser, his	:	Anne Arundel County
wife	:	
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Larry R. Clouser and Charlotte A. Clouser, his wife, to Loyola Federal Savings and Loan Association (formerly United Federal) dated February 10, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1456, Folio 140.		$11,750.00
Less total amount paid on account of principal.	$452.19	
Less Credit Expense Account	27.67	
	$479.86	479.86
		$11,270.14
Plus interest to April 24, 1963	$279.22	279.22
Total amount of mortgage indebtedness.		$11,549.36

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 25th day of March 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.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

FILED

1963 MAR 26 AM 9:07

BOOK 146 PAGE 534

No. 15,508 Eq.

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 Larry R. Clouser and Charlotte A. Clouser, his wife, dated February 10th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1456, Folio 140, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises on

WEDNESDAY, APRIL 24, 1963

at 11:00 o'clock A.M.

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

BEGINNING for the same at a stone heretofore set at the end of the North 81° 21' West, 267.1 ft. line as described in a deed from Annie Pumphrey to Edward L. Pumphrey dated April 9, 1932 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 115, Folio 214, and running thence with the outline of the said tract as described, South 19° 39' West, 207.30 ft. to a stone heretofore set; thence continuing with the said outline, North 65° 05' East, 82.44 ft. to a hub; thence leaving the outline and running across the whole tract of which the land herein described is a part, North 19° 39' East, 161.07 ft. to an iron pipe set on the aforementioned North 81° 21' West, 267.1 ft. line of the whole tract; thence running with the said last mentioned line, North 81° 21' West,60 ft. to the place of beginning. Containing 0.265 acres of land, more or less. SAVE AND EXCEPTING THEREFROM, however, 0.047 acres of land, more or less, conveyed to the County Commissioners of Anne Arundel County by Charles R. Tebby and wife by deed dated January 23, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1201, Folio 184, more particularly described as follows: BEGINNING for the same at a stone in the center line of an old right of way at the end of the third line of a conveyance from Annie Pumphrey to Clarence R. Arnold and running with said center line and the second line of the conveyance from Melvin J. Pumphrey to Charles R. Tebby and wife as now surveyed, North 66° 58' 30" East, 82.44 ft.; thence with part of the third line of said conveyance, North 21° 32' 30" East, 35.09 ft.; thence leaving said line and running so as to include a part of said conveyance, South 66° 58' 30" West, 82.44 ft. to intersect the first line of aforesaid conveyance; thence with part of aforesaid line, South 21° 32' 30" West, 35.09 ft. to the place of beginning.

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1963 MAR 26 AM 9:07

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BEING the same property conveyed unto Larry R. Clouser and Charlotte A. Clouser, his wife, by Charles R. Tebby and Helen E. Tebby, his wife, by Deed dated February 10, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1456, Folio 138.

The above described property is improved by a two story, stucco and frame dwelling, with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $1,000.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

- -

The Maryland Gazette- March 28th, April 4th, 11th and 18th, 1963

Please send twenty-five handbills.

8

BOOK 146 PAGE 536

AFFIDAVIT OF NON-MILITARY SERVICE

No. 15,508 Eq.

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 25th day of March ,

19 63 , 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 Larry R. Clouser and Charlotte A. Clouser, his wife, to Loyola Federal Savings and Loan Association (formerly United Federal) dated February 10th, 1961

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.)

Larry R. Clouser and Charlotte A. Clouser

~~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 25th day of

March , 19 63 .

Notarial Seal

Dorothy P. McNew

Dorothy P. McNew, *Notary Public.*

My Commission will expire on:

May 6th, 1963

Filed,

FILED

1963 MAR 26 AM 9:07

9

The Pennsylvania Insurance Company

A STOCK COMPANY

BOOK 12 PAGE 22

15108

Equity

BOND NO. 45 03 99

BOOK 146 PAGE 537

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 TWELVE THOUSAND SEVEN HUNDRED AND NO/100 ($12,700.00) - 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 17th day of April, 1963.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Larry R. Clouser and Charlotte A. Clouser, his wife, to the Loyola Federal Savings & Loan Association, bearing date on or about the 10th day of February, 1961, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1456, Folio 140, the said William W. Townshend, Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

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

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

WITNESS AS TO PRINCIPAL:

Dorothy P. McNew

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

Maxine Kordoff

THE PENNSYLVANIA INSURANCE COMPANY

BY Ralph G. Viehman, Jr.

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

FILED
1963 APR 19 AM 10:39

Bond approved this 19th day of April, 1963

Louis N. Phipps, Clerk

Form 24 S831
16

8-61

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Building, [illegible]th 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 Larry R. Clouser and Charlotte A. Clouser, his wife, dated February 10th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1456, Folio 140, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises on

Wed., Apr. 24, 1963 at 11:00 o'clock A.M.

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

BEGINNING for the same at a stone heretofore set at the end of the North 81 degrees 21' West, 267.1 ft. line as described in a deed from Annie Pumphrey to Edward L. Pumphrey dated April 9, 1932 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 115, Folio 214, and running thence with the outline of the said tract as described, South 19 degrees 39' West 207.30 ft. to a stone heretofore set; thence continuing with the said outline, North 65 degrees 05' East, 82.44 ft. to a hub; thence leaving the outline and running across the whole tract of which the land herein described is a part, North 19 degrees 39' East, 161.07 ft. to an iron pipe set on the aforementioned North 81 degrees 21' West, 267.1 ft. line of the whole tract; thence running with the said last mentioned line, North 81 degrees 21' West, 60 ft. to the place of beginning. Containing 0.265 acres of land, more or less.

No. SAVE AND EXCEPTING THEREFROM, however, 0.047 acres of land, more or less, conveyed to the County Commission-

11

OFFICE OF 15508 Equity

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 538

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 22, 1963

We hereby certify, that the annexed

Attorney's Sale

Larry R. Clouser

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of April, 1963. The first insertion being made the 28th day of March, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 APR 22 PM 3:19

By A. Ridgeway

ers of Anne Arundel County by Charles R. Tebby and wife by deed dated January 23, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1201, Folio 184, more particularly described as follows: BEGINNING for the same at a stone in the center line of an old right of way at the end of the third line of a conveyance from Annie Pumphrey to Clarence R. Arnold and running with said center line and the second line of the conveyance from Melvin J. Pumphrey to Charles R. Tebby and wife as now surveyed, North 66 degrees 58' 30" East, 82.44 ft.; thence with part of the third line of said conveyance, North 21 degrees 32' 30" East, 35.09 ft.; thence leaving said line and running so as to include a part of said conveyance, South 66 degrees 58' 30" West, 82.44 ft. to intersect the first line of aforesaid conveyance; thence with part of aforesaid line, South 21 degrees 32' 30" West, 35.09 ft. to the place of beginning.

BEING the same property conveyed unto Larry R. Clouser and Charlotte A. Clouser, his wife, by Charles R. Tebby and Helen E. Tebby, his wife, by Deed dated February 10, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1456, Folio 138.

The above described property is improved by a two story, stucco and frame dwelling, with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $1,000.00 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

A-18

ROBERT H. CAMPBELL - - - - Auctioneer

BOOK 146 PAGE 540

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 Larry R. Clouser and Charlotte A. Clouser, his wife, dated February 10th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1456, Folio 140, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises on

WEDNESDAY, APRIL 24, 1963

AT 11:00 O'CLOCK A.M.

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

BEGINNING for the same at a stone heretofore set at the end of the North 81° 21' West, 267.1 tf. line as described in a deed from Annie Pumphrey to Edward L. Pumphrey dated April 9, 1932 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 115, Folio 214, and running thence with the outline of the said tract as described, South 19° 39' West, 207.30 ft. to a stone heretofore set; thence continuing with the said outline, North 65° 05' East, 82.44 ft. to a hub; thence leaving the outline and running across the whole tract of which the land herein described is a part, North 19° 39' East, 161.07 ft. to an iron pipe set on the aforementioned North 81° 21' West, 267.1 ft. line of the whole tract; thence running with the said last mentioned line, North 81° 21' West, 60 ft. to the place of beginning. Containing 0.265 acres of land, more or less. SAVE AND EXCEPTING THEREFROM, however, 0.047 acres of land, more or less, conveyed to the County Commissioners of Anne Arundel County by Charles R. Tebby and wife by deed dated January 23, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1201, Folio 184, more particularly described as follows: BEGINNING for the same at a stone in the center line of an old right of way at the end of the third line of a conveyance from Annie Pumphrey to Clarence R. Arnold and running with said center line and the second line of the conveyance from Melvin J. Pumphrey to Charles R. Tebby and wife as now surveyed, North 66° 58' 30" East, 82.44 ft.; thence with part of the third line of said conveyance, North 21° 32' 30" East, 35.09 ft.; thence leaving said line and running so as to include a part of said conveyance, South 66° 58' 30" West, 82.44 ft. to intersect the first line of aforesaid conveyance; thence with part of aforesaid line, South 21° 32' 30" West, 35.09 ft. to the place of beginning.

BOOK 146 PAGE 541

BEING the same property conveyed unto Larry R. Clouser and Charlotte A. Clouser, his wife, by Charles R. Tebby and Helen E. Tebby, his wife, by Deed dated February 10, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1456, Folio 138.

The above described property is improved by a two story, stucco and frame dwelling, with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $1,000.00 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

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1963 APR 26 PM 1:07

BOOK 146 PAGE 542

Annapolis, Maryland
April 24, 1963

I hereby certify that I have this twenty-fourth day of April 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
ELEVEN THOUSAND DOLLARS ----------($11,000.00)
being then and there the highest bidder(s) therefor.

Robert H. Campbell

I/we hereby certify that I/we have this twenty-fourth day of April 1963, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of
ELEVEN THOUSAND DOLLARS ----------($11,000.00)
and I/we hereby agree to comply with the terms of sale.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Wilmer M. Johnson, Vice President

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1963 APR 26 PM 1:07

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BOOK 146 PAGE 543

In the Matter of the	: No. 15,508	Equity
Mortgaged Real Estate of	:	In the Circuit Court
Larry R. Clouser and Charlotte	:	for
A. Clouser, his wife	:	Anne Arundel County
	:	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify that on this 24th day of April 1963, before the subscriber, a Notary Public of the State of Maryland, Anne Arundel County, personally appeared Wilmer M. Johnson, Vice President of Loyola Federal Savings and Loan Association, 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) 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: _____ (SEAL)
Wilmer M. Johnson, Vice President

_____ (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

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1963 APR 26 PM 1:07

14

BOOK 146 PAGE 544

In the Matter of the	: No.	15,508 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Larry R. Clouser and	:	for
Charlotte A. Clouser, 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 Larry R. Clouser and Charlotte A. Clouser, his wife, dated February 10th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1456, Folio 140, 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 Wednesday, April 24, 1963, at 11:00 o'clock A.M., and then and there sold the said property to Loyola Federal Savings and Loan Association, a body corporate, at and for the sum of ELEVEN THOUSAND DOLLARS ($11,000.00), being at that figure the highest bidder therefor, said property described as follows:

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

BEGINNING for the same at a stone heretofore set at the end of the North 81° 21' West, 267.1 ft. line as described in a deed from Annie Pumphrey to Edward L. Pumphrey dated April 9, 1932 and recorded among the Land Records of Anne Arundel County in Liber

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F.S.R. 115, Folio 214 and running thence with the outline of the said tract as described, South 19° 39' West, 207.30 ft. to a stone heretofore set; thence continuing with the said outline, North 65° 05' East, 82.44 ft. to a hub; thence leaving the outline and running across the whole tract of which the land herein described is a part, North 19° 39' East, 161.07 ft. to an iron pipe set on the aforementioned North 81° 21' West, 267.1 ft. line of the whole tract; thence running with the said last mentioned line, North 81° 21' West, 60 ft. to the place of beginning. Containing 0.265 acres, more or less. SAVE AND EXCEPTING THEREFROM, however, 0.047 acres of land, more or less, conveyed to the County Commissioners of Anne Arundel County by Charles R. Tebby and wife by deed dated January 23,1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1201, Folio 184, more particularly described as follows: BEGINNING for the same at a stone in the center line of an old right of way at the end of the third line of a conveyance from Annie Pumphrey to Clarence R. Arnold and running with said center line as now surveyed, North 66° 58' 30" East, 82.44 ft.; thence with part of the third line of said conveyance, North 21° 32' 30" East, 35.09 ft.; thence leaving said line and running so as to include a part of said conveyance, South 66° 58' 30" West, 82.44 ft. to intersect the first line of aforesaid conveyance; thence with part of said line South 21° 32' 30" West, 35.09 ft. to the place of beginning. and the second line of the conveyance from Melvin J. Pumphrey to Charles R. Tebby and wife.

BEING the same property conveyed unto Larry R. Clouser and Charlotte A. Clouser, his wife, by Charles R. Tebby and Helen E. Tebby, his wife, by Deed dated February 10, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1456, Folio 138.

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 $1,000.00 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 24th day of April, 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 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

Dorothy P. McNew, Notary Public

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF LARRY R. CLOUSER
AND CHARLOTTE A. CLOUSER, HIS WIFE

BOOK 146 PAGE 547

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,508 Equity

Ordered, this 26th day of April, 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 3rd day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of June next.

The report states that the amount of sale was $ 11,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

William W. Townshend, Jr., Atty. FOR: MARYLAND GAZETTE May 2nd Edition
(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF LARRY R. CLOUSER
AND CHARLOTTE A. CLOUSER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th 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 Bowie Duckett
JUDGE.

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1963 JUN -4 PM 12:58

18

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,508 Equity

In the Matter of the Mortgaged Real Estate of
LARRY R. CLOUSER and CHARLOTTE A. CLOUSER, his wife

Ordered, this 26th day of April, 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 3rd day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of June next.

The report states that the amount of sale was $11,000.00

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

M-23,

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 548

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 27, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq 15,508
Larry R. Clouser

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 June, 1963. The first insertion being made the 2nd day of May, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1963 MAY 27 PM 2:35

No. M. G. 29726

19

BOOK 146 PAGE 549

In the Case of

In The Matter of the Mortgaged Real Estate of Larry R. Clouser and Charlotte A. Clouser, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,508 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 JUN -5 AM 11:17 FILED

All of which is respectfully submitted.
June 5, 1963

[signature]
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 21st day of June, 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.

[signature]
Clerk
Per: [signature], deputy

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1963 JUN 21 PM 4:27

20

Dr. In The Matter of the Mortgaged Real Estate of Larry R. Clouser and Charlotte A. Clouser, his wife

BOOK 146 PAGE 550

In Acct. with William W. Townshend, Jr., Attorney named in Mortgage

					Cr.	
1963						
April	24	Proceeds of Sale	11,000	00	11,000	00
					11,000	00
		To Attorney for fee, viz:	100	00		
		To Attorney for Commissions, viz:	360	00	460	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	112	00		
		Capital Gazette Press - Order nisi, Sale	15	00		
		Speer Publications - Handbills	17	00		
		Pennsylvania Insurance Co. - Bond Premium	50	80		
		Robert H. Campbell - Auctioneer Fee	45	00		
		1963 County and State Taxes Adjusted (207.41) 1/1/63 to 4/24/63	64	98		
		One half Cost Documentary Stamps	18	15		
		Dorothy P. McNew - Notary fee	1	50	324	43
		To Loyola Federal Savings and Loan Assn. On Account of Claim filed	10,155	07	10,155	07
					11,000	00

b		Amount of Mortgage Claim filed	11,549	36		
		Interest on Principal balance of $11,270.14 from 4/24/63 to 6/21/63-58 days @ 6%	107	52		
			11,656	88		
		Cr - Amount allowed above	10,155	07		
		Balance Subject to Decree in Personam	1,501	81		

BOOK 146 PAGE 552

In the Matter of the	: No. 15,509.	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Frank J. Mally, Jr. and	: for	
Mary Lou Mally, his wife	: Anne Arundel County	
	:	

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in mortgage

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BOOK 146 PAGE 553
BOOK 1538 PAGE 580

No. 15,509 Equity

Purchase Money

THIS MORTGAGE, Made this 18th day of January, in the year one thousand, nine hundred and sixty-two, between FRANK J. MALLY, JR. and MARY LOU MALLY, his wife, of Anne Arundel County in the State of Maryland, hereinafter called Mortgagor, and the LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly ineorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHTEEN THOUSAND--------($18,000.00) Dollars, being part of the purchase money for the property hereinafter deseribed;

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

By the payment of ONE HUNDRED TWENTY NINE DOLLARS ----------($129.00) on or before the first day of eaeh and every month from the date hereof, until the whole of said prineipal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments shall be applied by the Mortgagee in the following order: (1) to the payment of interest, 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.

5512.6

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

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

BEING all of Lots 197 to 206 inclusive, as shown on Plat of Forest Glen, recorded among the Plat Records of Anne Arundel County in Plat Book 4, Folio 1, and more particularly described by metes and bounds in a deed to the within-named Mortgagors from John J. Maskeroni, et al, 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 MAR 26 AM 9:08

Together with the improvements thereon and the rights or appurtenanees thereto belonging or in anywise appertaining, ineluding all heating, gas and plumbing fixtures, and all rents, issues and profits aceruing from the premises hereby mortgaged.

To Have and to Hold the said lot s of ground and premises unto the said Mortgagee, its sueeessors and assigns, in fee simple.

Provided, however, if the said Mortgagor, his heirs, personal representatives or assigns, shall make or eause to be made the payments, and perform and eomply with the eovenants and eonditions 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 eovenants 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 sueh other hazards as may be required by the Mortgagee for the benefit of the Mortgagee, its sueeessors or assigns, in some eompany acceptable to the Mortgagee, its sueeessors or assigns, to the extent of its lien thereon, and to deliver the policy and renewal reeeipts to the Mortgagee, its sueeessors or assigns; and in ease of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its sueessors or assigns, may do so and add the eost thereof to the amount of the mortgage indebtedness so as to beeome so much additional indebtedness seeured 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 beeome 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 sueeessors 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 eent. (6%) per annum from the date of said payment, and the said Mortgagee, its sueeessors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so mueh additional indebtedness seeured by this mortgage and be ineluded in any deeree foreclosing this mortgage, or in any sale of the premises for the foreelosure 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 Benefieiary, and which is held by the Mortgagee as additional eollateral for this indebtedness, and any sums so advanced shall be added to the unpaid balanee of this indebtedness, and shall beeome 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 eondition of repair, the Mortgagee, its suceessors 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 sueeessors or assigns, immediately matute the entire principal and interest hereby secured, and the Mortgagee, its sueeessors 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 adequaey of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and aceount therefor as the Court may direct; (6) that should the title to the herein mortgaged property be aequired 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 eneumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said prineipal sum shall immediately beeome due and owing as herein provided; (7) this Mortgage shall also seeure future advanees as provided by Chapter 178 of the Laws of Maryland, passed in the year 1955, or any amendments, re-enaetments 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 eovenants 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 sueh exeess shall be paid to the Mortgagee. The Mortgagor eovenants and agrees to pay a "late eharge" not to exeeed 4% of any payment which is not paid within 15 days of the due date thereof to eover 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, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or William W. Townshend, Jr., its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situated; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of one hundred ($100.00) Dollars for conducting the proceedings, if without ~~contest~~, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite.

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 hand and seal of the said Mortgagor.

WITNESS:

Norwood A. Wieneke

NORWOOD A. WIENEKE

Frank J. Mally, Jr. [SEAL]

Frank J. Mally, Jr.

Mary Lou Mally [SEAL]

Mary Lou Mally

[SEAL]

[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT: BOOK 1538 PAGE 583

I HEREBY CERTIFY, that on this 18TH day of January, 1962, before me, the subscriber, a Notary Public, of the State and County aforesaid, personally appeared Frank J. Mally, Jr. and Mary Lou Mally, his wife the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the person(s) whose name(s) are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared WILMER M. JOHNSON, Vice President of the within named corporation, 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.

Norwood A. Wieneke

NORWOOD A. WIENEKE NOTARY PUBLIC

My commission expires 5/6, 1963.

Rec'd for record Jan. 19, 1962 at 12:42 P.M.

Mailed to Townshend & Kirk

4

BOOK 146 PAGE 556

In the Matter of the	: No. 15,509	Equity
Mortgaged Real Estate of	:	In the Circuit Court
Frank J. Mally, Jr. and	:	for
Mary Lou Mally, his wife	:	Anne Arundel County
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Frank J. Mally, Jr. and Mary Lou Mally, his wife, to Loyola Federal Savings and Loan Association dated January 18th, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1538, Folio 580.		$18,000.00
Less total amount paid on account of principal.	$290.96	
Plus Debit Expense Account.	15.09	
	$275.87	275.87
		$17,724.13
Plus interest to April 24, 1963	$ 336.44	336.44
		$18,060.57

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 25th day of March 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.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

FILED

1963 MAR 26 AM 9:08

5

BOOK 146 PAGE 557

No. 15,509 Equity

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 25th day of March, 19 63, 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 Frank J. Mally, Jr. and Mary Lou Mally, his wife, to Loyola Federal Savings and Loan Association, dated January 18, 1962

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

Frank J. Mally, Jr. and Mary Lou Mally

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 25th day of March, 19 63.

NOTARY PUBLIC Notarial Seal

Dorothy P. McNew, Notary Public

My Commission will expire on:

May 6th, 1963

Filed,

FILED

1963 MAR 26 AM 9:08

BOOK 146 PAGE 558 No. 15,509 Eq.

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 Frank J. Mally, Jr. and Mary Lou Mally, his wife, dated January 18, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1538, Folio 580, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises on

WEDNESDAY, APRIL 24, 1963

at 11:45 o'clock A.M.

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

BEGINNING for the same at a point on the Northeast side of Forest Glen Drive as laid out 40 ft. wide, where the same is intersected by the dividing line between Lots 196 and 197, as shown on the plat of "Forest Glen" recorded among the Plat Records of Anne Arundel County in Plat Book 4, Folio 1, said point of beginning being located 119 ft. Northwesterly along the Northeast side of Forest Glen Drive from a point where the same is intersected by the division line between Lot 188 and 189 and running thence and binding on Northerly side of Forest Glen Drive by a curve to the left with a radius of 65 ft. for a distance of 90 ft. to the division line between Lot 206 and 207, as shown on said plat; thence leaving Forest Glen Drive and binding on the division line between Lot 206 and 207, North 49° 40' West, 271.84 ft. to the shore line and waters of Bodkin Creek; thence in a general Northeasterly and Southeasterly direction binding on shore line and waters of Bodkin Creek and following the meanderings thereof for a distance of 470 ft. more or less, to intersect the division line between Lot 196 and 197 aforesaid; thence leaving Bodkin Creek and binding on said division line, South 18° 43' East, 263.75 ft. to the place of beginning. Being all of Lots 197 to 206 inclusive, as shown on aforesaid plat of Forest Glen.

BEING the same property conveyed unto Frank J. Mally, Jr. and Mary Lou Mally, his wife, by John J. Maskeroni and Audrey Maskeroni, his wife, and Alfred Maskeroni and Theresa Maskeroni, his wife, by deed dated January 18, 1962 and recorded among theLand Records of Anne Arundel County in Liber G.T.C. 1538, Folio 578.

FILED

1963 MAR 26 AM 9:07

7

The above property improved with dwelling and garage and with approximately 400 ft. on Bodkin Creek.

TERMS OF SALE: A cash deposit will be required of $1,000.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

- -

The Maryland Gazette - March 28th, April 4th, 11th and 18th, 1963

Please send twenty-five handbills.

The Pennsylvania Insurance Company

A STOCK COMPANY

BOOK 12 PAGE 23
15.109
Equity

BOND NO. 45 04 00 BOOK 146 PAGE 560

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 TWENTY THOUSAND AND NO/100 ($20,000.00) - 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 17th day of April, 1963.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Frank J. Mally, Jr. and Mary Lou Mally, his wife, to the Loyola Federal Savings and Loan Association, bearing date on or about the 18th day of January, 1962, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1538, Folio 580, the said William W. Townshend, Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

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

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

WITNESS AS TO PRINCIPAL:

Dorothy P McNew

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

Maxine Kontoff

THE PENNSYLVANIA INSURANCE COMPANY

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

Bond approved this 19th day of April, 1963

Louis N. Phipps, Clerk

FILED
1963 APR 19 AM 10:39

Form 24 S831
9

8-61

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

Attorney's Sale

Of Valuable Improved Fee Simply Real Estate

Under and by virtue of power of sale contained in a mortgage from Frank J. Mally, Jr. and Mary Lou Mally, his wife, dated January 18, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1538, folio 580, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises on

Wed., Apr. 24, 1963 at 11:45 o'clock A.M.

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

BEGINNING for the same at a point on the Northeast side of Forest Glen Drive as laid out 40 ft. wide, where the same is intersected by the dividing line between Lots 196 and 197 as shown on the plat of "Forest Glen" recorded among the Plat Records of Anne Arundel County in Plat Book 4, Folio 1, said point of beginning being located 119 ft. Northwesterly along the Northeast side of Forest Glen Drive from a point where the same is intersected by the division line between Lot 188 and 189 and running thence and binding on Northerly side of Forest Glen Drive by a curve to the left with a radius of 65 ft. for a distance of 90 ft. to the division line between Lot 206 and 207, as shown on said plat; thence leaving Forest Glen Drive and binding on the division line between Lot 206 and 207, North 49 degrees 40' West, 271.84 ft. to the shore line and waters of Bodkin Creek; thence in a general Northeasterly and Southeasterly direction binding on shore line and waters of Bodkin Creek and following the meanderings thereof for a distance of 470 ft. more or less, to intersect the division line between Lot 196 and 197 aforesaid; thence leaving Bodkin Creek and binding on said division line, South 18 degrees 43' East, 263.75 ft. to the place of beginning. Being all of Lots 197 to 206 inclusive, as shown on aforesaid plat of Forest Glen.

BEING the same property conveyed unto Frank J. Mally, Jr., and Mary Lou Mally, his wife, by John J. Maskeroni and Audrey Maskeroni, his wife, and Alfred Maskeroni, and Theresa Maskeroni, his wife, by deed dated January 18, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1538, folio 578.

The above property improved with dwelling and garage and with approximately 400 ft. on Bodkin Creek.

TERMS OF SALE: A cash deposit will be required of $1,000.00 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

A-18

No. 10

OFFICE 15,509 Equity

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 591

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 20, 1963

We hereby certify, that the annexed

Attorney's Sale

Frank J. Mally, Jr. et ux

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of April, 1963. The first insertion being made the 27th day of March, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 APR 22 PM 3:19

By A. Tilghman

ROBERT H. CAMPBELL - - - - - Auctioneer

BOOK 146 PAGE 562

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 Frank J. Mally, Jr., and Mary Lou Mally, his wife, dated January 18, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1538, Folio 580, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises on

WEDNESDAY, APRIL 24, 1963

AT 11:45 O'CLOCK A.M.

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

BEGINNING for the same at a point on the Northeast side of Forest Glen Drive as laid out 40 ft. wide, where the same is intersected by the dividing line between Lots 196 and 197, as shown on the plat of "Forest Glen" recorded among the Plat Records of Anne Arundel County in Plat Book 4, Folio 1, said point of beginning being located 119 ft. Northwesterly along the Northeast side of Forest Glen Drive from a point where the same is intersected by the division line between Lot 188 and 189 and running thence and binding on Northerly side of Forest Glen Drive by a curve to the left with a radius of 65 ft. for a distance of 90 ft. to the division line between Lot 206 and 207, as shown on said plat; thence leaving Forest Glen Drive and binding on the division line between Lot 206 and 207, North 49° 40' West, 271.84 ft. to the shore line and waters of Bodkin Creek; thence in a general Northeasterly and Southeasterly direction binding on shore line and waters of Bodkin Creek and following the meanderings thereof for a distance of 470 ft. more or less, to intersect the division line between Lot 196 and 197 aforesaid; thence leaving Bodkin Creek and binding on said division line, South 18° 43' East, 263.75 ft. to the place of beginning. Being all of Lots 197 to 206 inclusive, as shown on aforesaid plat of Forest Glen.

BEING the same property conveyed unto Frank J. Mally, Jr. and Mary Lou Mally, his wife, by John J. Maskeroni and Audrey Maskeroni, his wife, and Alfred Maskeroni and Theresa Maskeroni, his wife, by deed dated January 18, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1538, Folio 578.

The above property improved with dwelling and garage and with approximately 400 ft. on Bodkin Creek.

TERMS OF SALE: A cash deposit will be required of $1,000.00 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

1963 APR 26 PM 1:07

BOOK 146 PAGE 563

Annapolis, Maryland
April 24, 1963

I hereby certify that I have this twenty-fourth day of April, 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 SEVENTEEN THOUSAND DOLLARS ($17,000.00)

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

Robert H. Campbell

I/we hereby certify that I/we have this twenty-fourth day of April, 1963, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of SEVENTEEN THOUSAND DOLLARS----------($17,000.00) and I/we hereby agree to comply with the terms of sale.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Wilmer M. Johnson, Vice President

FILED
1963 APR 26 PM 1:07

12

BOOK 146 PAGE 564

In the Matter of the	:No. 15,509	Equity
Mortgaged Real Estate of	:	In the Circuit Court
Frank J. Mally, Jr. and	:	for
Mary Lou Mally, his wife	:	Anne Arundel County
	:	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify that on this 24th day of April 1963, before the subscriber, a Notary Public of the State of Maryland, Anne Arundel County, personally appeared Wilmer M. Johnson, Vice President of Loyola Federal Savings and Loan Association 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) 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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1963 APR 26 PM 1:07

13

BOOK 146 PAGE 565

In the Matter of the	: No.	15509	Equity
Mortgaged Real Estate of	:	In the Circuit Court	
Frank J. Mally, Jr. and	:	for	
Mary Lou Mally, 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 Frank J. Mally, Jr. and Mary Lou Mally, his wife, dated January 18, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1538, Folio 580, 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 Wednesday, April 24, 1963, at 11:45 A.M., and then and there sold the said property to Loyola Federal Savings and Loan Association, a body corporate, at and for the sum of SEVENTEEN THOUSAND DOLLARS ($17,000.00), being at that figure the highest bidder therefor, said property described as follows:

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

BEGINNING for the same at a point on the Northeast side of Forest Glen Drive, as laid out 40 ft. wide, where the same is intersected by the dividing line between Lots 196 and 197, as shown on the plat of "Forest Glen" recorded among the Plat Records of Anne Arundel County in Plat Book 4, Folio 1, said point of beginning being located 119 ft. Northwesterly along the Northeast side of

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1963 APR 26 PM 1:07

14

Forest Glen Drive from a point where the same is intersected by the division line between Lot 188 and 189 and running thence and binding on Northerly side of Forest Glen Drive by a curve to the left with a radius of 65 ft. for a distance of 90 ft. to the division line between Lot 206 and 207 as shown on said plat; thence leaving Forest Glen Drive and binding on the division line between Lot 206 and 207, North 49° 40' West, 271.84 ft. to the shore line and waters of Bodkin Creek; thence in a general Northeasterly and Southeasterly direction binding on shore line and waters of Bodkin Creek and following the meanderings thereof for a distance of 470 ft., more or less, to intersect the division line between Lot 196 and 197 aforesaid; thence leaving Bodkin Creek and binding on said division line, South 18° 43' East, 263.75 ft. to the place of beginning. Being all of Lots 197 to 206 inclusive as shown on aforesaid plat of Forest Glen.

BEING the same property conveyed unto Frank J. Mally, Jr. and Mary Lou Mally, his wife, by John J. Maskeroni and Audrey Maskeroni, his wife, and Alfred Maskeroni and Theresa Maskeroni, his wife, by deed dated January 18, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1538, Folio 578.

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 $1,000.00 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 24th day of April, 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 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

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF FRANK J. MALLY, JR.
AND MARY LOU MALLY, HIS WIFE
~~XXXXXX~~

BOOK 146 PAGE 567
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 15,509 Equity

Ordered, this 26th day of April, 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 3rd day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of June next.

The report states that the amount of sale was $ 17,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

William W. Townshend, Jr., Atty. FOR: MARYLAND GAZETTE May 2nd Edition
(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF FRANK J. MALLY, JR.
AND MARY LOU MALLY, HIS WIFE
~~XXXXXX~~

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th 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 JUN -4 PM 1:02

12

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,509 Equity

In the Matter of the Mortgaged Real Estate of

FRANK J. MALLY, JR. and MARY LOU MALLY, his wife

Ordered, this 26th day of April, 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 3rd day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of June next.

The report states that the amount of sale was $17,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

M-23

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 568

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 27, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,509

Frank J. Mally, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of June, 1963 The first insertion being made the 2nd day of May, 1963.

FILED MAY 27 PM 2:35

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 29725 1963

17

BOOK 146 PAGE 569

In the Case of

In The Matter of the Mortgaged Real Estate of

Frank J. Mally, Jr. and Mary Lou Mally, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,509 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 JUN 5 AM 11:19 FILED

All of which is respectfully submitted.

June 5, 1963

J. Russ Hopkins

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 21st day of June, 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

FILED

1963 JUN 21 PM 4:28

18

19

Dr. In The Matter of the Mortgaged Real Estate of Frank J. Mally, Jr. and Mary Lou Mally, his wife.

BOOK 146 PAGE 570

In Acct. with William W. Townshend, Jr. Attorney named in Mortgage

					Cr.	
1963						
April	24	Proceeds of Sale	17,000	00	17,000	00
					17,000	00
		To Attorney for fee, viz:	100	00		
		To Attorney for Commissions, Viz:	540	00	640	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	94	52		
		Capital-Gazette Press - Order nisi, Sale	15	00		
		Speer Publications - Handbills	17	00		
		Pennsylvania Insurance Co.-Bond Premium	80	00		
		Robert H. Campbell - Auctioneer Fee	45	00		
		1963 County and State Taxes adjusted (209.33) from 1/1/63 to 4/24/63	64	18		
		One half cost documentary Stamps	28	05		
		Dorothy P. McNew - Notary Public Fees	1	50	345	25
		Loyola Federal Savings and Loan Assn. this balance on Account of Claim filed	15,954	25	15,954	25
					17,000	00

Amount of Mortgage Claim filed	18,060	57
Interest on principal balance of 17,724.13 from 4/24/63 to 6/21/63 - 58 days @ 6%	169	09
	18,229	66
Cr - Amount allowed above	15,954	25
Balance Subject to Decree in Personam	2,275	41

-D

PETITION FOR FORECLOSURE

CUSTOM LINE HOMES, INC.
Assignee

VS.

JAMES O'NEAL and

HELEN O"NEAL, his wife

BOOK 146 PAGE 572
IN THE

CIRCUIT COURT

~~OF~~
FOR
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
No. 15,463 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 16th day of September A. D. 1961 the defendant executed and delivered to Custom Craft Builders, Inc. a mortgage upon certain fee simple property in the ~~City of Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $ 13,700.80 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 by mesne assignments now being vested in Custom Line Homes, Inc.

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.

FILED
1963 MAR -1 PM 12:41

Frank Hirsch
204 Davison Chemical Building
Baltimore 1, Md. *Attorney for Plaintiff*
727-6830

MORTGAGE FEE—CITY OR COUNTY—Art. 16.

BOOK 146 PAGE 573

BOOK 1518 PAGE 232

No. 15,463 Equity

THIS MORTGAGE, Made this 16th day of September

in the year nineteen hundred and sixty one by and between

JAMES O'NEAL and HELEN O'NEAL, his wife

Mortgagor of the City of Baltimore in the State of Maryland, of the first part, and

CUSTOM CRAFT BUILDERS, INC., a Maryland body corporate , Mortgagee , of the second part:

Whereas, the said Mortgagors are indebted unto the said Mortgagee in the sum of Thirteen Thousand Seven Hundred and 80/xx Dollars ($13,700.80) and has agreed to repay same in 119 consecutive monthly installments of One Hundred Fourteen Dollars ($114.00) payable on the 15th day of each month beginning November 15, 1961, and a final payment of One Hundred Thirty Four and 80/xx Dollars ($134.80). Whereas, the said Mortgagors desiring and intending to secure the prompt payment of said sum of money and eahh and all installments thereof, execute this Mortgage.

IT IS further agreed and understood that if the said Mortgagors shall at any time, by voluntary or involuntary alienation, or in any other manner become divested of their title in the hereby mortgaged property without the consent in writing of the Mortgagee, its successors or assigns, the balance then due hereunder shall at once become due and payable, and if not paid on demand, this mortgage shall be considered in default and may be foreclosed under assent herein given and contained. Upon institution of any foreclosure proceedings under this mortgage because of any default by the Mortgagors herein, the Attorney for the Mortgagee shall be entitled to a legal fee of Fifty Dollars from the Mortgagors in addition to any other provisions contained herein.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said parties of the first part

do grant and convey unto the party of the second part,

its successors and assigns,

in fee simple, all that lot or parcel of ground situate and lying in the Second Election District of Anne Arundel County, aforesaid, and described as follows, to wit:—

BEING KNOWN and designated as Lot Number 8, on Plat Number 1 of Lincoln Heights, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 49.

BEING the same lot of ground conveyed by Edward G. Goudreau and Mary Elisabeth Goudreau, his wife unto the Mortgagors herein by deed recorded or intended to be recorded immediately prior hereto.

2970

FILED

1963 MAR -1 PM 12 41

BOOK 146 PAGE 574
BOOK 1518 PAGE 233

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the party of the second part, its successors and assigns, forever.

Provided, that if the said parties of the first part, their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Thirteen Thousand Seven Hundred and 80/xx---------- dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

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

3

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

And the said Mortgagors 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 s for their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors personal representatives or assigns, or Samuel Abrams 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. Mortgagors shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said part ies of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Thirteen Thousand Seven Hundred and 80/xx Dollars, xxxxxxx, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee , its successors executors administrators or assigns, to the extent of its lien or claim hereunder.

Witness the hands and seal s of the said Mortgagors

TEST:

Morton Zipper

James O'Neal [SEAL]

Helen O'Neal [SEAL]

[SEAL]

State of Maryland, City of Baltimore , ss:

I Hereby Certify, that on this 16th day of September in the year one thousand nine hundred and sixty one before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared James O'Neal and Helen o'Neal, his wife the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Stanley Tytenbaum, President of Custom Craft Builders, Inc. and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

780

Morton Zipper

MORTON ZIPPER NOTARY PUBLIC MD BALTIMORE

4 Recorded Oct. 25, 1961 at 9:52 A.M.

BOOK 1518 PAGE 235 **ASSIGNMENT** BOOK 146 PAGE 576

Baltimore, Md. Oct. 24, 1961

FOR VALUE RECEIVED, We hereby assign all our right, title, interest and estate in and to the within Mortgage to Custom Shell Homes, Inc.

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

TEST: CUSTOM CRAFT BUILDERS, INC.

Dolores Ann Gudenius — Stanley Tetenbaum, President

Dolores Ann Gudenius

Recorded Oct. 20, 1961 at 9:52 A.M.

CUSTOM-CRAFT BUILDERS, INC. - CUSTOM-CRAFTED - 1961 MARYLAND

Mailed to Samuel Abrams Rec'd for record Oct. 25 1961 at 9:52 A.M.

ASSIGNMENT

Baltimore, Md. Oct. 24, 1961

FOR VALUE RECEIVED, We hereby assign all our right, title, interest and estate in and to the within Mortgage to The Finance Company of America at Baltimore.

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

TEST: CUSTOM SHELL HOMES, INC.

Dolores Ann Gudenius — Stanley Tetenbaum, President

CUSTOM SHELL HOMES, INC. - 1961 MARYLAND

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1961 OCT 25 AM 9:52
RECORDED IN LIBER G.T.C. NO. 1518 FOLIO 235
GEO. R. CROMWELL, CLERK

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1961 OCT 25 AM 9:52
RECORDED IN LIBER G.T.C. NO. 1518 FOLIO 235
GEO. R. CROMWELL, CLERK

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing MORTGAGE is truly taken and copied from Liber G T C No. 1518 folio 232 one of the LAND Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 25TH day of FEBRUARY A. D., 1963.

Louise M. Phipps
Clerk of the Circuit Court for Anne Arundel County

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

BOOK 146 PAGE 577

IN THE

CIRCUIT COURT

OF

FOR

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 15,463 Equity

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

CUSTOM LINE HOMES, INC. INC.
Assignee

vs.

JAMES O'NEAL and

HELEN O'NEAL, his wife

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 Samuel Abrams, Vice-President of Custom Line Homes, Inc.

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

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

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

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

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

Samuel Abrams
Affiant.

Subscribed and sworn to before me

this 26th day of February 1963

Edwin Bowers
Notary Public

FILED
1963 MAR -1 PM 12 41

STATEMENT OF MORTGAGE CLAIM

BOOK 146 PAGE 578

CUSTOM LINE HOMES, INC. ~~&C.~~
Assignee

vs.

JAMES O'NEAL and

HELEN O'NEAL, his wife

IN THE

CIRCUIT COURT

~~—OR—~~

For

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 15,463 Eq.

STATEMENT OF MORTGAGE DEBT

Mortgage Debt	$13,700.80
Paid Account Mortgage	684.00
	$13,016.80
Credit Unearned service and finance charge	4,165.61
	$ 8,851.19

Samuel Abrams, Vice-President of
Custom Line Homes, Inc.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 26th day of February in the year nineteen hundred and sixty-three, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Samuel Abrams, Vice-President of Custom Line Homes, Inc.

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

As witness my hand and Notarial Seal,

Notary Public.

FILED
'63 MAR 1 PM 12 41

7

BOOK 146 PAGE 579

DECREE FOR SALE OF MORTGAGE PREMISES

CUSTOM LINE HOMES, INC.
Assignee

vs.

JAMES O'NEAL and

HELEN O'NEAL, his wife

IN THE

CIRCUIT COURT

~~XXXXX~~
FOR
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 15,463 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 4th day of March, in the year nineteen hundred and sixty-three, by the Circuit Court for Anne Arundel County ~~of Baltimore City~~, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that 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 Ten Thousand ($10,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore, 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 Sadtler.
Judge

FILED
1963 MAR -5 AM 9:30

TRUSTEE TO SELL

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY BOOK 12 PAGE 10

STATE OF MARYLAND

No. 15,463 Equity

CUSTOM LINE HOMES, INC. assignee

versus

JAMES O'NEAL and HELEN O'NEAL

BOOK 146 PAGE 580

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 Ten thousand - Dollars ($ 10,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 3rd day of April in the year of our Lord one thousand, nine hundred and sixty-three

WHEREAS THE ABOVE BOUNDEN Frank Hirsch

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County Frank Hirsch has been appointed trustee to sell certain property mentioned in the proceedings in the case of

CUSTOM LINE HOMES, INC. assignee

versus

JAMES O'NEAL and HELEN O'NEAL

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.

Helen I. Rogers

Frank Hirsch (SEAL)

(SEAL)

(SEAL)

Witness as to Surety

Mary E. Whedbee

NATIONAL SURETY CORPORATION

By Rose M. Bausch Attorney-in-fact

FILED APR -5 1963

Bond approved this 5 day of April, 1963

Louis N. Phipps, Clerk

CUSTOM LINE HOMES, INC.
Assignee

VS

JAMES O'NEAL and

HELEN O'NEAL, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 8th day of April, 1963 sold the property described in the attached advertisement of sale at and for the sum of $5,000 xx

to Custom Line Homes Inc.

he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

By Frank H. Cooper
Alex Cooper - Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 8th day of April 1963, purchased the property described in the attached advertisement of sale from Frank Hirsch, Trustee at and for the sum of $5,000 xx and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Custom Line Homes Inc
Harry Silverman, Pres.
Purchaser

FRANK HIRSCH, Solicitor
204 Davison Chemical Bldg.
Balto. 1, Md.

Trustee's Sale

Of Valuable Fee-Simple Modern Dwelling

Situate on Roosevelt Dr. near Bestgate Rd., Lincoln Heights, 2nd Election District, Anne Arundel County, Md.

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

Mon., April 8, 1963 at 2 o'clock P.M.

ALL THAT FEE-SIMPE LOT OF GROUND situate in Anne Arundel County, Maryland and described as follows:

BEING known and designated as Lot No. 8 on Plat No. 1 of Lincoln Heights which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 49. Improved by a modern 1-story frame dwelling.

TERMS OF SALE: Cash. A deposit of $500 required of the purchaser at time and place of sale, balance upon ratification of the sale by the Circuit Court for Anne Arundel County, in Equity. Taxes and all other expenses including 6 per cent interest on the unpaid portion of the purchase price to be adjusted from the date of sale. All documentary stamps to be paid by purchaser.

FRANK HIRSCH, Trustee
ALEX COOPER,
AUCTIONEERS, Inc.
212 N. Calvert St.
Balto. 2, Md.
PL. 2-4868

A-4

FILED
1963 APR 11 AM 9:28

10

BOOK 146 PAGE 582

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 8TH day of April,

1963, before me, the subscriber, a Notary Public of the State of Maryland

in and for ~~Baltimore City~~ Baltimore County, personally appeared Stanley Tetenbaum For Custom Line Homes Inc.

purchaser at the foreclosure sale in this cause, and made oath in due form

of law that he is the purchaser and purchased same as principal and not

as an agent for anyone, ~~or he purchased same as agent and his principal~~

~~is~~, and that he has not directly or

indirectly discouraged anyone from bidding for the said

PROPERTY SITUATE ON Roosevelt DR

Nr. Bestgate Rd - Anne Arundel Co. mentioned in the said Report of Sale.

Custom Line Homes Inc

Stanley Tetenbaum, Pres. (SEAL)
Purchaser

Joseph A. Cooper
Notary Public

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

Purchaser

FILED

1963 APR 11 AM 9:28

REPORT OF SALE

No. 15,463 Equity

CUSTOM LINE HOMES, INC.
Assignee

vs.

JAMES O'NEAL and

HELEN O'NEAL, his wife

IN THE
BOOK 146 PAGE 583
CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

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 property Lot No. 8, Plat 1, Lincoln Heights

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

The Capital-Gazette Press, Inc.

daily newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on the 8th day of April 1963 at 2:00 o'clock P. M. attend on the premises and then and there sold Custom Line Homes, Inc. in fee simple for Five Thousand ($5000.00) Dollars and in accordance with the advertisement of sale.

Frank Hirsch, Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 10th day of April 1963 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
1963 APR 11 AM 9:28

As witness my hand and Notarial Seal,

Notary Public.

12

ORDER NISI

CUSTOM LINE HOMES, INC., ASSIGNEE

versus

JAMES O'NEAL AND

HELEN O'NEAL, HIS WIFE

BOOK 146 PAGE 584

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,463 Equity

Ordered, this 11th day of April, 19 63, 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 20th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of May next.

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

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

FRANK HIRSCH, ATTY. FOR: MARYLAND GAZETTE Apr. 18th Edition

(Final Order)

CUSTOM LINE HOMES, INC., ASSIGNEE

versus

JAMES O'NEAL AND

HELEN O'NEAL, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22nd day of May, 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.

George Sachse JUDGE.

FILED

1963 MAY 22 AM 10:51

13

FRANK HIRSCH, Solicitor
204 Davison Chemical Bldg.
Balto. 1, Md.

Trustee's Sale

Of Valuable Fee-Simple Modern Dwelling

Situate on Rooseveit Dr. near Bestgate Rd., Lincoln Heights, 2nd Election District, Anne Arundel County, Md.

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

Mon., April 8, 1963 at 2 o'clock P.M.

ALL THAT FEE-SIMPE LOT OF GROUND situate in Anne Arundel County, Maryland and described as follows:

BEING known and designated as Lot No. 8 on Plat No. 1 of Lincoln Heights which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 49. Improved by a modern 1-story frame dwelling.

TERMS OF SALE: Cash. A deposit of $500 required of the purchaser at time and place of sale, balance upon ratification of the sale by the Circuit Court for Anne Arundel County, in Equity. Taxes and all other expenses including 6 per cent interest on the unpaid portion of the purchase to be adjusted from the date of sale. All documentary stamps to be paid by purchaser.

FRANK HIRSCH, Trustee
ALEX COOPER,
AUCTIONEERS, Inc.
212 N. Calvert St.
Balto. 2, Md.
PL. 2-4868

A-4

No. M. G. 34771

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 595

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 10, 1963

We hereby certify, that the annexed

Trustee's Sale
Roosevelt Drive near
Bestgate Road
Lincoln Heights

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of April, 1963. The first insertion being made the 14th day of March, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 APR 15 AM 9:39

By H. Tilghman

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 586

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 10, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,463

James O'Neal

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 May, 1963. The first insertion being made the 18th day of April, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1963 MAY 14 PM 1:14

No. M. G. 34952

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,463 Equity

CUSTOM LINE HOMES, INC., ASSIGNEE

versus

JAMES O'NEAL and HELEN O'NEAL, his wife

Ordered, this 11th day of April, 1963, 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 20th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of May next.

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

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

M-9

In the Case of BOOK 146 PAGE 587

CUSTOM LINE HOMES, INC., ASSIGNEE

VS.

JAMES O'NEAL, ET UX

In the

Circuit Court

For

Anne Arundel County

No. 15,463 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.

June 10, 1963

FILED

1963 JUN 10 PM 2:18

FINAL ORDER

ORDERED BY THE COURT, this 26 day of June, 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 JUN 26 PM 1:46

Dr. Mortgaged Real Estate of James O'Neal and Helen O'Neal, his wife

BOOK 146 PAGE 588

In Acct. with Frank Hirsch, Trustee

			Cr.
By	Amount of Sale, as per Trustee's		
	Report of Sale filed	5000 00	
By	Interest, 6%, on deferred payment,		
	$4,500.00, from 4/8/63 to 5/23/63	35 79	
			5035 79
To	Trustee, for fee, viz	100 00	
To	Trustee, for commissions, viz	180 00	
		280 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 expenses, viz		
	Capital-Gazette Press, Inc.		
	Advertising & Nisi Sale	60 52	
	National Surety Corporation---bond	40 00	
	Sunpapers------Advertising	36 70	
	Alex Cooper, Auctioneer's fee	25 00	
	1962 Real Estate taxes	5 02	
	Adjustment, 1963, Real Estate taxes	4 12	
		171 36	
To	Custom Line Homes, Inc., Assignee, on		
	account of mortgage claim	4523 93	
			5035 79
	Balance due on mortgage, as per claim		
	filed	8851 19	

Interest, 6%, on principal balance,		
$8,851.19, from 2/26/63 to 6/25/63.	177	02
	9028	21
Credit amount allowed above	4523	93
This amount subject to decree in personam	4504	28

BOOK 146 PAGE 590

GEORGE C. BAST, JR., :
ASSIGNEE OF MORTGAGE. :
vs. :
ARTHUR CHRIST AND :
RUTH E. CHRIST, HIS WIFE. :

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY.

IN EQUITY

No. 15,489 Equity

MR. CLERK:

Please docket the above entitled case and file the attached Mortgage as "Petitioner's Exhibit No. 1".

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

FILED

1963 MAR 15 PM 12:37

F. 35 etc

No. 15,489 Equity

BOOK 146 PAGE 591 LIBER 1063 PAGE 487

This Mortgage, Made this 14th day of September, in the year one thousand, nine hundred and fifty-six, between - - - - - - - - - - - - - - - - - -
ARTHUR CHRIST and RUTH E. CHRIST, his wife -

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

WHEREAS, said Mortgagors, being members of said body corporate, has received therefrom an advance of Ten thousand one hundred ($10,100.00) - Dollars, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of ~~six~~ five & one-half (5½%) per cent. ~~(6%)~~ per annum in the manner following:

By the payment of Sixty-nine dollars and forty-eight cents ($69.48) - - - - - - - - on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) towards the payment of the aforesaid principal sum, provided the Mortgagor is not in default on any other payments required under the terms of this mortgage.

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 of ground situate and lying in Anne Arundel County in said State, and described as follows:

Known and designated as Lot #5, in Block #33 on the Plat of Michaelton Manor, which Plat is recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod E-8 Plat #1 (now in Plat Book 19 folio 25). The improvements thereon being known as 305 Hammonds Ferry Road.

Subject to Agreement dated May 17, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 375 folio 215, between Jerome M. Lichtenberg and wife and Consolidated Gas, Electric Light and Power Company.

Subject to restrictions set forth in Liber J.H.H. 382 folio 305.

Being the same lot of ground which by deed of assignment dated June 29, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 631 folio 535 was granted and conveyed by William F. Hale, Jr. and wife unto Arthur Chirst and wife.

Being also the same lot of ground which by deed of even date herewith and recorded or intended to be recorded among the aforesaid Land Records immediately prior hereto was granted and conveyed by Central Savings Bank of Baltimore unto the within named mortgagors.

"PETITIONER'S EXHIBIT NO. 1"

FILED
1963 MAR 15 PM 12: 37

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

[redacted]

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all electric fixtures, all heating, gas and plumbing apparatus and fixtures, and oil burners, 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, [redacted] in fee simple.

It is a special covenant of this mortgage, 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, 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 insurance on the premises covered hereby against loss by fire or other hazards as may be reasonably required by the Mortgagee in amounts 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 insurance, and taxes and assessments next due (as estimated by the Mortgagee).

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) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagor , his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as become so much additional indebtedne secured by this mortgage; and in the event of any loss the insu. e company or companies are hereby ected by the Mortgagor to make payment for such loss to the Mortgagee only, and not to the Mortgagor and Mortgagee jointly; such payment at the option of the Mortgagee may be applied to the extinguishment of the principal, interest and

expenses secured by this Mortgage whether then due or not, but shall not exceed the amount payable under this Mortgage; provided that the Mortgagee in lieu of such application may, in writing, consent to the use by the Mortgagor of said insurance money for the reconstruction of the improvements on the Mortgaged property; (3) to pay all ground rents, taxes, water rent, insurance, public charges and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Also it is further covenanted that the Mortgagee shall have a lien on the Mortgaged premises for life insurance premiums advanced when the insurance upon death is to be applied to the Mortgage debt, all of which expenses and premiums, the Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor , his heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor , his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor , by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor , his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) that should twenty per cent or more of the original loan be paid at one time before maturity, Mortgagor agrees to pay to the said Mortgagee ninety days interest at six (6%) per cent beyond that date of payment on the amount so prepaid. 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 Bradford Federal Savings and Loan Association.

BOOK 146 PAGE 593

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 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 covenants or conditions of this mortgage, as herein provided) under the provisions of Sections 6 to 15 inclusive, of Chapter 12, of the Laws of Maryland, enacted by the 1950 Session of the General Assembly of Maryland, or any supplement thereto, or under any other General or Local Laws of the State of Maryland relating to mortgages, or it shall be lawful for the said Mortgagee, its successors or assigns or for William I. Norris, Jr., 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 (20) days notice of the time, place, manner and terms of sale, in some newspaper published in the City or County wherein the said mortgaged property is situated and such other notice as by said Mortgagee may be deemed expedient.

LIBER 1063 PAGE 489

AND in the event of any sale under the powers hereby granted, the proceeds thereof shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of one hundred dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of similar property by virtue of a decree of a Court of 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; and (3) the surplus (if any there be), to the said Mortgagor , his heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor for himself, his heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale 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 a Court of Equity jurisdiction in the State of Maryland, and an Attorney's fee of twenty-five ($25.00) dollars, which said expenses, costs, commissions and Attorney's fee the said Mortgagor for himself, his heirs, personal representatives or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns or its Attorneys 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, commissions and Attorney's fee, 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 covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators 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.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors .

WITNESS:

Ann K. Rahll
ANN K. RAHLL

Arthur Christ (SEAL)
ARTHUR CHRIST

Ruth E. Christ (SEAL)
RUTH E. CHRIST

(SEAL)

(SEAL)

LIBER 1063 PAGE 490 BOOK 146 PAGE 594

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 14th day of September, 19 56, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared ARTHUR CHRIST and RUTH E. CHRIST, his wife - - -

BOOK 146 PAGE 595

GEORGE C. BAST, JR.,
.....
ASSIGNEE OF MORTGAGE
.....
Plaintiff

VS.

ARTHUR CHRIST AND
.....
RUTH E. CHRIST, HIS WIFE.
.....
Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL
~~BALTIMORE~~ COUNTY

Docket No. ....., Folio .....

Case No. 15,489 Equity

NON-MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY, that on the 14th day of March, 19.63, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County (~~City~~) personally appeared Herbert F. Norris, President of Bradford Federal Savings and Loan Association, a body corporate, and made oath, in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

(1) Said Defendant~~s~~/are not in the Military Service of the United States of America;

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

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

(4) Said Defendant~~s~~/are not a member of the Armed Reserve Coprs who has been ordered to report for Military Service.

.....
Notary Public

.....
Herbert F. Norris- Affiant

FILED

1963 MAR 15 PM 12:37

E-118—1M—9-1-61

GEORGE C. BAST, JR.,
ASSIGNEE OF MORTGAGE.

VS.

ARTHUR CHRIST AND
RUTH E. CHRIST, HIS WIFE.

BOOK 146 PAGE 596
IN THE
Anne Arundel
Circuit Court for ~~Baltimore~~ County
IN EQUITY
No. 15,489 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Arthur Christ and Ruth E. Christ, his wife,

to Bradford Federal Savings and Loan Association, a body corporate,

dated the 14th day of September, 19 56, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber G.T.C. No. 1963 Folio 487

Amount of Mortgage Loan		-$ 10,100.00
Expenses Paid, Taxes, Insurance	-	2,706.95
Interest to March 31st, 1963	-	3,394.03
Total -		$ 16,200.98
Less Total Amount paid by Borrowers	-	7,351.78
Amount of Mortgage Claim	-	$ 8,849.20

Bradford Federal Savings and Loan Association

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

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 14th day of March in the year nineteen hundred and Sixty-three, before me, the subscriber a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared Herbert F. Norris, President of Bradford Federal Savings and Loan Association, a body corporate,

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

JOANNE COX NOTARY PUBLIC Baltimore County Md.

Joanne Cox
Notary Public.

FILED
1963 MAR 15 PM 12:37

1M—11-7-56.

BOOK 146 PAGE 597

Know All Men by These Presents:

BOOK 12 PAGE 9

No. 15,489 Equity

That we, GEORGE C. BAST, JR., Assignee of Mortgage, Bradford Federal Building, 159 North Luzerne Avenue, Baltimore 24, Maryland, as Principal and INSURANCE COMPANY OF NORTH AMERICA of Philadelphia, Pennsylvania, as Surety are held and firmly bound unto the State of Maryland in the full and just sum of NINE THOUSAND FIVE HUNDRED----------AND 00/100 ($9,500.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 1st day of April in the year nineteen hundred and sixty-three.

WHEREAS, the above bounden GEORGE C. BAST, JR., Assignee of Mortgage

by virtue of the power contained in a mortgage from Arthur Christ and Ruth E. Christ, his wife to Bradford Federal Savings and Loan Association

bearing date the 14th day of September nineteen hundred and fifty-six and recorded among the Mortgage Records of ~~Baltimore~~ Anne Arundel County in Liber G.T.C. No. 1063 Folio 487 and GEORGE C. BAST, JR., Assignee of Mortgage

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 GEORGE C. BAST, JR., Assignee of Mortgage

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

Leanne Cox

L. P. Goodmanowicz

G. C. Bast [SEAL]
GEORGE C. BAST, JR.

INSURANCE COMPANY OF NORTH AMERICA [SEAL]

BY: D. Van Norman, Jr. [SEAL]
D. Van Norman, Jr.
Attorney-In-Fact

1963 APR -5 PM 12:14

Filed and approved this 5 day of April, 1963

Louis N. Phipps, Clerk

8

Norris And Bast, Solicitors
Bradford Federal Building
2600 Block East Fa[illegible]e Street
Baltimore 24, Maryland

Assignee's Sale

Of Desirable Fee-Simple Dwelling Property

No. 305 Hammonds Ferry Road, Linthicum, Maryland, the improvements consisting of a one-story frame dwelling.

Under and by virtue of the power and authority contained in a mortgage from Arthur Christ and Ruth E. Christ, his wife, to the Bradford Federal Savings and Loan Association, a body corporate, dated the 14th day of September, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1063 folio 487 (default having occurred thereunder), and being duly assigned to George C. Bast, Jr., the undersigned Assignee will sell at Public Auction on the premises,

On Tuesday, April 16, 1963 At 2:30 o'clock P.M.

All that piece or parcel of ground together with the improvements thereon, situate and lying in Anne Arundel County and described as follows:

Known and designated as Lot No. 5 in Block 33 on the Plat of Michaelton Manor, which Plat is recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod E-8, Plat No. 1 (now in Plat Book 19 folio 25). The improvements thereon being known as No. 305 Hammonds Ferry Road.

Subject to Agreement dated May 17, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 375 folio 215, between Jerome M. Lichtenberg and wife and Consolidated Gas, Electric Light and Power Company.

No. 9

Subject to restrictions set forth in Liber J.H.H. No. 382 folio 305.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from day of sale to day of settlement. Taxes and all other expenses, including Sanitary District Liens, if any, to be adjusted to day of sale. Any property transfer tax imposed by Anne Arundel County to be borne by the purchaser. Cost of state, county and federal stamps to be borne by purchaser.

GEORGE C. BAST, JR.
Assignee
A-11
E. T. NEWELL & CO., INC.
Auctioneer

OFFIC[illegible] OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 146 PAGE 598

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 16, 1963

We hereby certify, that the annexed

Assignee's Sale

Arthur Christ

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of April, 1963. The first insertion being made the 21st day of March, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963
APR 16 PM 3:04

By H. Tilghman

BOOK 146 PAGE 599

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 16th day of April, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter F. Jacobs, one of the purchasers at the foreclosure sale in this cause, and made oath in due form of law (that he is one of the purchasers and purchased the same as principal and also as agent for Betty S. Jacobs, his wife; and Ellsworth B. Nowell and Evelyn B. Nowell, his wife,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Walter F. Jacobs (SEAL)
Purchaser

William M Mute
Notary Public

FILED
1963 APR 19 AM 9:52

E-123—1 M—10-28-60.

REPORT OF SALE

GEORGE C. BAST, JR., Assignee of Mortgage

VS.

ARTHUR CHRIST and
RUTH E. CHRIST, his wife

—IN THE—

BOOK 146 PAGE 600

CIRCUIT COURT

—FOR— No. 15,489 Equity

ANNE ARUNDEL
~~BALTIMORE~~ COUNTY

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ~~BALTIMORE~~ Anne Arundel COUNTY:

The Report of Sale of George C. Bast, Jr., Assignee ~~Trustee appointed by the decree~~ in the above entitled cause to make sale of the fee-simple property

in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of his trust ~~as prescribed by said decree~~ which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in THE MARYLAND GAZETTE a weekly newspaper, published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, said ~~Trustee~~ Assignee did pursuant to said notice on Tuesday the 16th day of April, 1963, at 2:30 o'clock, P. M., attend on the premises and then and there sold all that fee-simple property together with the improvements thereon, known as No. 305 Hammonds Ferry Road, being known as Lot No. 5 in Block 33 on the Plat of Michaelton Manor, which Plat is recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod E-8, Plat No. 1 (now in Plat Book 19 folio 25) subject to covenants, restrictions and agreements of record affecting said property as set forth in the advertisement of sale, unto Walter F. Jacobs and Betty S. Jacobs, his wife, and Ellsworth B. Nowell and Evelyn B. Nowell, his wife, at and for the sum of $10,600.00, said sale having been made subject to the terms and conditions set forth in said advertisement of sale and said purchasers being then and there the highest bidder for said property.

George C. Bast, Jr., Assignee

~~Trustee~~

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

I Hereby Certify, that on this 16th day of April, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared George C. Bast, Jr. ~~Trustee~~ Assignee and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal.

JOANNE COX NOTARY PUBLIC Baltimore, County Md.

Joanne Cox

FILED
1963 APR 19 AM 9:52

BOOK 146 PAGE 601

Norris And Bast, Solicitors
Bradford Federal Building
2600 Block East Fayette Street
Baltimore 24, Maryland

Assignee's Sale

Of Desirable Fee-Simple Dwelling Property

No. 305 Hammonds Ferry Road, Linthicum, Maryland, the improvements consisting of a one-story frame dwelling.

Under and by virtue of the power and authority contained in a mortgage from Arthur Christ and Ruth E. Christ, his wife, to the Bradford Federal Savings and Loan Association, a body corporate, dated the 14th day of September, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1063 folio 487 (default having occurred thereunder), and being duly assigned to George C. Bast, Jr., the undersigned Assignee will sell at Public Auction on the premises,

On Tuesday, April 16, 1963 At 2:30 o'clock P.M.

All that piece or parcel of ground together with the improvements thereon, situate and lying in Anne Arundel County and described as follows:

Known and designated as Lot No. 5 in Block 33 on the Plat of Michaelton Manor, which Plat is recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod E-8, Plat No. 1 (now in Plat Book 19 folio 25). The improvements thereon being known as No. 305 Hammonds Ferry Road.

Subject to Agreement dated May 17, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 375 folio 215, between Jerome M. Lichtenberg and wife and Consolidated Gas, Electric Light and Power Company.

Subject to restrictions set forth in Liber J.H.H. No. 382 folio 305.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from day of sale to day of settlement. Taxes and all other expenses, including Sanitary District Liens, if any, to be adjusted to day of sale. Any property transfer tax imposed by Anne Arundel County to be borne by the purchaser. Cost of state, county and federal stamps to be borne by purchaser.

GEORGE C. BAST, JR.
Assignee

A-11

ORDER NISI

GEORGE C. BAST, JR, ASSIGNEE OF

MORTGAGE

versus

ARTHUR CHRIST AND

RUTH E. CHRIST, HIS WIFE

BOOK 146 PAGE 602

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,489 Equity

Ordered, this 19th day of April, 1963, That the sale of the property in these proceedings mentioned made and reported by George C. Bast, Jr., Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of May next.

The report states that the amount of sale was $ 10,600.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

George C. Bast, Jr., Atty. FOR: MARYLAND GAZETTE April 25th Edition

(Final Order)

GEORGE C. BAST, JR., ASSIGNEE OF

MORTGAGE

versus

ARTHUR CHRIST AND

RUTH E. CHRIST, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th day of May, 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 MAY 28 PM 4:28

BOOK 12 PAGE 28 ADDITIONAL BOND

Know All Men by These Presents:

No. 15,489 Equity

BOOK 146 PAGE 603

That we, GEORGE C. BAST, JR., Assignee of Mortgage, Bradford Federal Building, 159 North Luzerne Avenue, Baltimore 24, Maryland, as Principal and INSURANCE COMPANY OF NORTH AMERICA of Philadelphia, Pennsylvania, as Surety are held and firmly bound unto the State of Maryland in the full and just sum of ONE THOUSAND ONE HUNDRED AND 00/100 ($1,100.00) 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 April in the year nineteen hundred and sixty-three.

WHEREAS, the above bounden GEORGE C. BAST, JR., Assignee of Mortgage

by virtue of the power contained in a mortgage from Arthur Christ and Ruth E. Christ, his wife to Bradford Federal Savings and Loan Association

bearing date the ____ day of ____ nineteen hundred and ____ and recorded among the Mortgage Records of Anne Arundel County in Liber ____ No. ____ Folio ____ and GEORGE C. BAST, JR., Assignee of Mortgage

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 GEORGE C. BAST, JR., Assignee of Mortgage

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

Joanne Cox

G. C. Bast [SEAL]
GEORGE C. BAST, JR.

INSURANCE COMPANY OF NORTH AMERICA [SEAL]

David S. Smut

BY: James S. Kreeger [SEAL]
James S. Kreeger
Attorney-in-Fact

Bond approved this 23rd day of April, 1963
Louis N. Phipps, Clerk

FILED
1963 APR 23 AM 10:24

13

OFFICE F

BOOK 146 PAGE 604

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,489 Equity

GEORGE C. BAST, JR., Assignee of Mortgage

versus

ARTHUR CHRIST and RUTH E. CHRIST, his wife

Ordered, this 19th day of April, 1963, That the sale of the property in these proceedings mentioned made and reported by George C. Bast, Jr., Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of May next.

The report stats that the amount of sale was $10,600.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

M-16

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 22, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,489

Arthur Christ

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 May, 1963. The first insertion being made the 25th day of May, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1963 MAY 22 PM 1:49

No. M. G. 34977

14

In the Case of BOOK 146 PAGE 605

George C. Bast, Jr. Assignee

VS.

Arthur Christ and Ruth E. Christ, his wife

In the Circuit Court For Anne Arundel County

No. 15,489 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 JUN 10 PM 4:24 FILED

All of which is respectfully submitted.

June 10, 1963

[signature]

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 26 day of June, 1965, 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.

[signature]

Clerk

Per: [signature], deputy

FILED

1963 JUN 26 PM 1:46

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Dr. George C. Bast, Jr., Assignee VS
Arthur Christ and Ruth E. Christ, his wife

BOOK 146 PAGE 606

In Acct. with George C. Bast, Jr., Assignee of Mortgage

					Cr.	
1963						
April	16	Proceeds of Sale	10,600	00		
		Interest on Deferred payment of				
		9,850.00 from 4/16/63 to 6/3/63	79	20	10,679	20
		Refund - Fire Insurance Premium	5	62		
		Refund - Life Insurance Policy	95	60		
		Refund - Water and Sewer benefit	28	10	129	32
					10,808	52
		To Assignee for fee, viz:	25	00		
		To Assignee for Commissions, viz:	350	38	375	38
		To Assignee for Court Costs, viz:				
		Plaintiffs Solicitors Appearance fee	10	00		
		Clerk of Court - Court Costs	32	75		
		Auditor - Stating this account	30	00	72	75
		~~To Assignee for expenses, viz:~~				
		Capital-Gazette Press - Advertising Sale	71	76		
		Capital-Gazette Press - Order Nisi, Sale	15	00		
		The Sun - Advertising Sale	16	25		
		E. T. Newell & Co., Inc. Auctioneer Fee	325	00		
		Insurance Co. of N. America - Bond Premium	42	00		
		1963 County and State Taxes Adj. 1/1/63 4/16/63	63	29		
		A.A. Sanitary Comm. - water bill	6	30		
		Joanne Cox - Notary fee	1	50		
		Louis N. Phipps, Clerk - Recording sht.				
		Assmt. of Mortgage	1	00	542	10

To Assignee for Claims filed, viz:				
Bradford Federal Savings & Loan Assn.				
In Full Mortgage Claim filed	8,849	20		
Interest on Principal balance of 8,849.20 from 3/31/63 to 6/26/63 - 87 days @ 5½%	115	84	8,965	04
Ruth E. Christ - Claim - Court Order 6/6/63	450	00	450	00
Arthur Christ and Ruth E. Christ				
this surplus	403	25	403	25
			10,808	52