GEORGE C. BAST, JR., BOOK 147 PAGE 1

ASSIGNEE OF MORTGAGE :

vs. :

THOMAS E. LEAGUE AND :

ESTHER C. LEAGUE, HIS WIFE. :

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY.

IN EQUITY

No. 15,490 Equity

MR. CLERK:

Please docket the above entitled case and file the attached Mortgage as "Petitioner's Exhibit No. 1".

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

FILED

1963 MAR 15 PM 12:37

LIBER 1262 PAGE 366 No. 15,490 Equity

BOOK 147 PAGE 2

This Mortgage, Made this 17th day of NOVEMBER, in the year one thousand, nine hundred and FIFTY-EIGHT, between THOMAS E. LEAGUE AND ESTHER C. LEAGUE, 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 NINE HUNDRED ($10,900.00) Dollars, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagors 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 Seventy dollars and twenty-four cents ($70.24) 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 NO. 16, BLOCK Q, AS SHOWN ON THE PLAT OF BERNGLEN MANOR, SAID PLAT BEING RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK 24 FOLIO 17. THE IMPROVEMENTS THEREON BEING KNOWN AS 202 FERNGLEN AVENUE.

SUBJECT TO A POLE AGREEMENT IN J.H.H. 792 FOLIO 47.

SUBJECT TO RESTRICTIONS IN LIBER J.H.H. 785 FOLIO 504.

BEING THE SAME LOT OF GROUND WHICH BY DEED OF ASSIGNMENT OF EVEN DATE HEREWITH AND RECORDED OR INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IMMEDIATELY PRIOR HERETO WAS GRANTED AND CONVEYED BY YORK BROTHERS, INC., 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.

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, for all the rest and residue of the term of years yet to come, and unexpired therein, with the benefits of renewal forever, subject to the payment of the annual rent of $120.00 payable in equal installments half yearly on the 30th day of MAR. and SEPT. in each and every year.

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 to become so much additional indebtedness secured by this mortgage; and in the event of any loss the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee only, and not to the Mortgagor and Mortgagee jointly; such payment 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 rent, taxes, water rent, insurance, public dues 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 together with accrued interest shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured together with accrued interest shall become due and demandable after default in the payment of any monthly installment, as herein provided, or after default in the performance of any of the aforegoing covenants or conditions; however, the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; (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.

LIBER 1262 PAGE 308 BOOK 147 PAGE 4

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.

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 TEN 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 fifty ($50.00) 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, 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, including corporate entities.

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:

Bernadine C. Magoarner

Thomas E. League (Seal)
THOMAS E. LEAGUE

Esther C. League (Seal)
ESTHER C. LEAGUE

(Seal)

(Seal)

LIBER 1262 PAGE 369

BOOK 147 PAGE 5

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 17th day of NOVEMBER, 1958, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared THOMAS E. LEAGUE AND ESTHER C. LEAGUE, HIS WIFE

and THEY acknowledged the aforegoing mortgage to be THEIR act. At the same time also appeared Charles H. Schultz, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

1250

Bernadine C. Magsamen
Bernadine C. Magsamen Notary Public.

BERNADINE C. MAGSAMEN NOTARY PUBLIC Baltimore County Md.

Rec'd for record Dec 24 1958, at 2:37 P.M.
Mailed to Bradford Fed. So. L. Assn

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1958 DEC 24 PM 12:13 & RECORDED IN LIBER GTO NO. 1262 FOLIO 369 GEO. T. COMPELIO CLERK

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1963 MAR 15 PM 12:57 & RECORDED IN LIBER GTO NO. 1262 FOLIO 367 LOUIS H. PHIPPS, CLERK

MORTGAGE

FROM

THOMAS E. LEAGUE AND

ESTHER C. LEAGUE, HIS WIFE

TO

BRADFORD FEDERAL SAVINGS AND LOAN

MAIL TO ASSOCIATION
159 N. LUZERNE AVENUE (24)

Block No.

Received for Record

at o'clock M. Same day recorded in

Liber No. Folio etc.,

one of the Land Records of Baltimore City,

and examined per Clerk

Cost of Record, $

NORRIS, BAST and ROSE
Norris Building
2810 Pulaski Highway
Baltimore 24, Maryland

12-57

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, hereby assigns the within Mortgage unto George C. Bast, Jr., for the purpose of foreclosure, this 14th day of March, 1963.
Witness the corporate seal of said body corporate and the signature of its President.

Witness:

Mary Virginia Hale
Mary Virginia Hale

Bradford Federal Savings and Loan Association

BY: Herbert F. Norris
Herbert F. Norris, President

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION INCORPORATED

GEORGE C. BAST, JR., BOOK 147 PAGE 6 IN THE

ASSIGNEE OF MORTGAGE.

Plaintiff

VS.

THOMAS E. LEAGUE AND

ESTHER C. LEAGUE, HIS WIFE.

Defendants.

CIRCUIT COURT FOR

ANNE ARUNDEL

~~XXXXXXX~~ COUNTY

Docket No. ....., Folio .....

Case No. 15,490 Equity

NON-MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY, that on the 14th day of March, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County ~~(XXXX)~~ 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 Defendants are not in the Military Service of the United States of America;

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

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

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

JOANNE COX NOTARY PUBLIC Baltimore, County Md.

Joanne Cox
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.

THOMAS E. LEAGUE AND
ESTHER C. LEAGUE, HIS WIFE

BOOK 147 PAGE 7
IN THE
ANNE ARUNDEL
Circuit Court for ~~Baltimore~~ County
IN EQUITY

No. 15,490 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Thomas E. League and Esther C. League, his wife, to Bradford Federal Savings and Loan Association, a body corporate, dated the 17th day of November, 19 58, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber G.T.C. No. 1262 Folio 366

Amount of Mortgage Loan -	$ 10,900.00
Expenses paid, Taxes, Ground Rent, Insurance -	1,902.53
Interest to March 31st, 1963 -	2,733.80
Total -	$ 15,536.33
Less total ampunt paid by borrowers -	5,330.64
Amount of Mortgage Claim -	$ 10,205.69

Bradford Federal Savings and Loan Association.
BY: 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

BOOK 147 PAGE 8 BOOK 12 PAGE 8

Know All Men by These Presents:

No. 15,490 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 TEN THOUSAND FIVE HUNDRED AND 00/100 ($10,500.00) Dollars, to be paid to the said State, or its certain Attorney, to whieh 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 Thomas E. League and Esther C. League, his wife to Bradford Federal Savings and Loan Association

bearing date the 17th day of November nineteen hundred and fifty-eight and recorded among the Mortgage Records of ~~XXXXXX~~ Anne Arundel County in Liber G.T.C. No. 1262 Folio 366 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 Cop

D. P. Bogdanowicz

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

Bond approved this 5 day of April, 1963

Louis A. Phipps, Clerk

FILED
1963 APR -5 PM 12:14

8

NORRIS AND BAST, Solicitors
Bradford Federal Building
2600 Block East Lexington St.
Baltimore 24, Md.

Assignee's Sale
Of Desirable Leasehold Dwelling Property

No. 202 Fernglen Avenue, Glen Burnie, Md. The improvements consisting of a one-story frame dwelling.

Under and by virtue of the power and authority contained in a mortgage from Thomas E. League and Esther C. League, his wife, to Bradford Federal Savings and Loan Association, a body corporate, dated November 17th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1262 folio 366 (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 2:00 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. 16, Block Q, as shown on the Plat of Fernglen Manor, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book 24 folio 17. The improvements thereon being known as No. 202 Fernglen Avenue.

Subject to an annual ground rent of One Hundred Twenty Dollars ($120.00).

Subject to a Pole Agreement set forth in Liber J.H.H. No. 792 Folio 47.

Subject to the Restrictions set forth in Liber J.H.H. No. 785 Folio 504.

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 date of settlement. Taxes, ground rent and all other expenses, including Sanitary District Liens, if any, to be adjusted to day of sale. Any property transfer taxes 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

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

A-11

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 9

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 16, 1963

We hereby certify, that the annexed

Assignee's Sale

Thomas E. League

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.

FILED
1963 APR 16 PM 3:04

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 147 PAGE 10

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 Francis A. Johnson, 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.

Francis A. Johnson (SEAL)
Purchaser

William M. Steele
Notary Public

FILED
1963 APR 19 AM 9:52

10

E-123—1 M—10-28-60.

REPORT OF SALE

GEORGE C. BAST, JR., Assignee of Mortgage

VS.

THOMAS E. LEAGUE and
ESTHER C. LEAGUE, his wife

—IN THE—
BOOK 147 PAGE 11
CIRCUIT COURT
—FOR— No. 15,490 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 leasehold property

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

THE MARYLAND GAZETTE

a 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 19 63, at 2:00 o'clock, P. M., attend on the premises and then and there sold

all that leasehold property known as Lot No. 16, Block Q, as shown on the Plat of Fernglen Manor, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book 24 folio 17. The improvements thereon being known as No. 202 Fernglen Manor, subject to an annual ground rent of $120.00; and subject to covenants, restrictions and agreements of record affecting said property as set forth in the advertisement of sale, unto Francis A. Johnson, at and for the sum of $9,550.00 ~~cash, said sale having been made subject to the terms and conditions set forth~~ in the advertisement of the sale and said purchaser being then and there the ~~highest bidder for said property.~~

George C. Bast, Jr., Assignee

~~Trustee~~

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

Notary Public

FILED
1963 APR 19 AM 9:52

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

Assignee's Sale

Of Desirable Leasehold Dwelling Property

No. 202 Fernglen Avenue, Glen Burnie, Md. The improvements consisting of a one-story frame dwelling.

Under and by virtue of the power and authority contained in a mortgage from Thomas E. League and Esther C. League, his wife, to Bradford Federal Savings and Loan Association, a body corporate, dated November 17th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1262 folio 366 (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 2:00 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. 16, Block Q, as shown on the Plat of Fernglen Manor, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book 24 folio 17. The improvements thereon being known as No. 202 Fernglen Avenue.

Subject to an annual ground rent of One Hundred Twenty Dollars ($120.00).

Subject to a Pole Agreement set forth in Liber J.H.H. No. 792 Folio 47.

Subject to the Restrictions set forth in Liber J.H.H. No. 785 Folio 504.

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

ORDER NISI

GEORGE C. BAST, JR., ASSIGNEE OF

MORTGAGE

versus

THOMAS C. LEAGUE AND

ESTHER C. LEAGUE, HIS WIFE

BOOK 147 PAGE 13

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,490 Equity

Ordered, this 19th day of April, 19 63, That the sale of the property in these proceedings mentioned made and reported by George C. Bast, Jr., Assignee

BE RATIFIED AND CONFIRMED, unless eause to the eontrary 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 suecessive weeks before the 27th day of May next.

The report states that the amount of sale was $ 9,550.00

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

THOMAS E. LEAGUE AND

ESTHER C. LEAGUE, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th 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 eontrary having been shown, although due notiee 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 produee vouehers for the Auditor.

George Sachse JUDGE.

FILED

1963 MAY 29 AM 10:20

12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 14

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 22, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,490

Thomas C. League

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 April, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,490 Equity

GEORGE C. BAST, JR., Assignee of Mortgage

versus

THOMAS C. LEAGUE and ESTHER C. LEAGUE, 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 states that the amount of sale was $9,550.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

M-16.

FILED

1963 MAY 22 PM 1:49

No. M. G. 3 4 9 8 0

13

In the Case of BOOK 147 PAGE 15

George C. Bast, Jr., Assignee

VS.

Thomas E. League and Esther C. League, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15, 490 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 1:24 FILED

All of which is respectfully submitted.

June 10, 1963

Auditor.

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

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Dr. George C. Bast, Jr., Assignee, VS Thomas E. League and Esther C. League, his wife

BOOK 147 PAGE 16

In Acct. with George C. Bast, Assignee of Mortgage

					Cr.	
1963						
April	16	Proceeds of Sale	9,550	00		
		Interest on deferred payment of 8,800.00 from 4/16/63 to 6/6/63	74	97	9,624	97
		Refund - Water & Sewer benefit 4/16/63 to 12/31/63	37	04	37	04
					9,662	01
		To Assignee for fee, viz:	50	00		
		To Assignee for Commissions, viz:	318	75	368	75
		To Assignee 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 Assignee for expenses, viz:				
		Capital-Gazette Press - Advertising Sale	68	24		
		Capital-Gazette Press - Order Nisi, Sale	15	00		
		The Sun - Advertising Sale	15	55		
		E. T. Newell & Co., Inc., Auctioneer Fee	25	00		
		Insurance Co. of N. America - Bond Premium	42	00		
		Louis N. Phipps, Clerk - Recording Sht. Assmt.	1	00		
		1963 County & State Taxes Adj. 1/1/63 to 4/16/63	58	00		
		Ground Rent - Adj. 3/30/63 to 4/16/63 (120.00)	5	00		
		A.A.Co. Sanitary Comm. - Eater bill	20	90		
		Joanne Cox - Notary Fees	1	50	252	19

	Bradford Federal Savings & Loan Assn.				
	this balance on Account of Claim filed	8,980	57	8,980	57
				9,662	01
	Amount of Mortgage Claim filed	10,205	69		
	Interest on principal balance of 10,205.69 from 3/31/63 to 6/26/63 - 87 days @ 6%	145	74		
		10,351	43		
	Cr. - Amount allowed above	8,980	57		
	Balance Subject to Decree in Personam	1,370	86		

PETITION FOR SALE OF PROPERTY

BOOK 147 PAGE 18

Bohemian American Building Association of Baltimore City

Vs.

William T. Hill and Betty D. Hill, his wife.

Docket_____ Folio_____

Case No. 15,307 Equity

Filed_____

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY, IN EQUITY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the plaintiff respectfully represents:

That on the 26th day of March, A.D. 1956, the defendants executed and delivered to said body corporate a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $10,000.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after and default in any covenant or condition of said mortgage; all which will appear from said mortage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

That said mortgage is now in default.

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.

Robert L. Stocksdale

Robert L. Stocksdale

Attorney for Plaintiff

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City Form.

No. 15,302 Equity

BOOK 147 PAGE 19 LIBER 1012 PAGE 400

This Mortgage, Made this 26 th day of March - - - - , in the year one thousand, nine hundred and fifty-six - - - - - , between William T.Hill and Betty D. Hill, his wife, of the City of Baltimore - - - - - - - - - - - - - -, in the State of Maryland, Mortgagor s, and Bohemian-American Building Association of Baltimore City - - - - - - - - - - - - - - - - - a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagors , being members of said body corporate, ha ve received therefrom an advance of ten thousand - Dollars, being part of the purchase money for the property hereinafter described:

AND WHEREAS, said Mortgagor s ha ve 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 eighty-two 85/100 - Dollars, on or before the 26th first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum.

The mortgagors further covenant and agree that in the application of the monthly installments as above set forth, said mortgagee shall have the right to adjust said monthly installments, at any time, to compensate for any increases in the amount of taxes, ground rent, or other expenses appertaining to the mortgaged premises.

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

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

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

BEING known and designated as Lot number sixty-two (62) on the Plat of Magothy Forge, which plat is duly recorded among the Land Records of Anne Arundel County in Plat Book No. 24, folio 1.

BEING the same lot of ground which by deed dated e venly herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by John J. Brogan et al unto the mortgagors, herein named, in fee simple, subject to the grant therein referred to.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, ~~for all the rest and residue of the term of years yet to come and unexpired thereby, with the benefit of renewal forever, subject to the payment of the yearly rent of~~ in fee simple, subject to grant aforesaid.

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

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or Edward F. Dobihal, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of one hundred - - - - - - - Dollars for conducting the proceedings, if without contest, but if legal service be rendered to the MORTGAGEE or its assigns, or to the trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagors, their - - - - - - - - - - - - - - - - - - heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

WITNESS the hand and seal of the said Mortgagors.

WITNESS:

Edward F. Dobihal

Edward F. Dobihal

William T. Hill (SEAL)
William T. Hill

Betty D. Hill (SEAL)
Betty D. Hill

(SEAL)

(SEAL)

LIBER 1012 PAGE 402

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BOOK 147 PAGE 22

LIBER 1012 PAGE 403

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 26th day of March - - - - - - - - -, 19 56, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared - - - - - -

William T. Hill and Betty D. Hill, his wife -

and they - - acknowledged the aforegoing mortgage to be their - - - - - - - - - act. At the same time also appeared Frank J. Hejny -, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Edward F. Dobihal

Edward F. Dobihal Notary Public.

[illegible] record Mar 28 1956 at 2.20 P.M.

Mailed to Dobihal & Novak

MORTGAGE

FROM

William T. Hill,

and wife

TO

Bohemian American Bldg. Assn.

BLOCK NO.

Received for Record 28 MARCH 1956 at 2.20 o'clock P M. Same day recorded in Liber GTC No. 1012 Folio 400 etc., one of the Land Records of Baltimore City and examined per

GEORGE T. CROMWELL, Clerk

Cost of Record, $ [illegible]

DOBIHAL & NOVAK
ATTORNEYS AT LAW
901 N. PATTERSON PARK AVENUE
BALTIMORE, MD.

3 II

547

EXHIBIT No. 1

E-118—1 M—10-61.

Bohemian American Building Association of Baltimore City

VS.

William T. Hill and Betty D. Hill, his wife.

BOOK 147 PAGE 23 IN THE [redacted] CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,307 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Bohemian American Building Association of Baltimore City

under the mortgage from William T. Hill and Betty D. Hill, his wife,

to said body corporate

dated the 26th day of March, 1956, and recorded among the Land Records of Anne Arundel [redacted] County in Liber G.T.C. No. 1012 Folio 400

Original Loan	$ 10,000.00
Paid Off	1,459.66
Balance of Loan	8,540.34
Interest-4 mos. (to 10/27/62)	170.80
TOTAL	8,711.14

Bohemian American Building Association of Baltimore City

By: Frank J. Hejny

Frank J. Hejny, Jr., Executive Vice President and Secretary

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 12th day of November in the year nineteen hundred and sixty-two, before me, the subscriber a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared Frank J. Hejny, Jr., Executive Vice President and Secretary of Bohemian American Building Association of Baltimore City

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.

Robert L. Stocksdale

Robert L. Stocksdale Notary Public

ROBERT L. STOCKSDALE NOTARY PUBLIC BALTIMORE CO. MD.

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BOOK 147 PAGE 24

Bohemian American Building Association of Baltimore City
Plaintiff

VS.

William T. Hill and Betty L. Hill, his wife
Defendant

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Docket No. ....., Folio .....

Case No. 15507 Equity

NON-MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY, that on the 12th day of October, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County (~~City~~) personally appeared Frank J. Hejny, Jr., Exec. Vice-President & Secretary of Bohemian American Building Association of Baltimore City, and made oath, in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief:

(1) Said 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.

Robert L. Stocksdale – Notary Public

Bohemian American Building Association of Baltimore City

Frank J. Hejny, Executive Affiant
Vice President and Secretary

ROBERT L. STOCKSDALE ☆ NOTARY PUBLIC ☆ BALTIMORE CO.

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1962 NOV 23 PM 3:37

BOOK 147 PAGE 25

Decree in Circuit Court for Anne Arundel County

Bohemian American Building Association : Docket _____ Folio _____
of Baltimore City : Case No. _____
: Filed 15307 Equity
Vs. :
: IN THE
William T. Hill and : CIRCUIT COURT
Betty D. Hill, his wife. : FOR
: ANNE ARUNDEL COUNTY
: : : : :

DECREE FOR SALE OF MORTGAGED PREMISES

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

It is Thereupon, this 26th day of November, in the year nineteen hundred and sixty-two, by the Circuit Court of Anne Arundel County, ADJUDGED, ORDERED AND DECREED, That the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Robert L. Stocksdale 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 Ninety-Five Hundred Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks notice by advertisements, inserted in such weekly newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months, or all cash as the purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the

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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.

V. Boris Duckett

JUDGE

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1962 NOV 26 PM 3:44

Bond No. 76 37 818

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3 LIBER 11 PAGE 560

BOOK 147 PAGE 27 No. 15307 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Robert L. Stocksdale, 6721 Harford Road, Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand 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, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 13th day of February in the year of our Lord one thousand nine hundred and Sixty-three

WHEREAS, the above bounden Robert L. Stocksdale by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of Bohemian American Building & Loan Assoc.

vs.

William T. Hill and Betty D. Hill, h/w

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Robert L. Stocksdale

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:

Robert L. Stocksdale (SEAL)
Robert L. Stocksdale

(SEAL)

Henry R. Elsnic
WITNESS: Henry R. Elsnic

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

By Karl L. Johnston
Karl L. Johnston *Attorney-in-Fact*

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

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1963 FEB 18 AM 11:42

Bond approved this 18 Th day of February, 1963
Louis M. Phipps, Clerk

10

EDWARD F. DOBIHAL
Solicitor
6721 Harford Road
Baltimore 34, Md.

Trustee's Sale

Valuable Fee Simple Dwelling Property

KNOWN AS LOT 62, PLAT OF MAGOTHY FORGE, THIRD ELECTION DISTRICT, ANNE ARUNDEL CO., MD.

Under and by virtue of a decree passed in the Circuit Court for Anne Arundel County, in Equity, in a case entitled "Bohemian American Building Association of Baltimore City vs. William T. Hill and Betty D. Hill, his Wife," the undersigned trustee, will sell at public auction, on the premises, on

Monday, Feb. 18, 1963,
At 2 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:

Being known and designated as Lot No. 62, on the Plat of Magothy Forge, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book No. 24, Folio 1. Improvements consist of a ONE-STORY MASONRY DWELLING. In fee simple.

The property is subject to restrictive covenants and conditions if any, affecting the property.

Terms of Sale: A deposit of $750 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. Taxes, Anne Arundel County Sanitary charges and other municipal liens and charges are to be adjusted to the date of sale. Documentary stamps and transfer fees, if any, to be paid by purchaser.

ROBERT L. STOCKSDALE,
Trustee
E. T. NEWELL & CO., INC.
Auctioneers

F-14

No.

OFFICE OF

15,307

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 28

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 12, 1963

We hereby certify, that the annexed

Trustee's Sale

William T. Hill

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of February, 1963. The first insertion being made the 24th day of January, 1963

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1963 FEB 18 PM 1:45

BOOK 147 PAGE 29 No. 15,357 Equity

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 Frank E. Haynes Jr., 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, Johnson American Bldg. Assn.) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Johnson American Bldg. Assn.
Frank E. Haynes Jr. (SEAL)
Purchaser

Notary Public

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1963 MAR -4 AM 10:31

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15307

BOOK 147 PAGE 30

Bohemian American Building	:	IN THE
Association of Baltimore City	:	CIRCUIT COURT
Vs.	:	OF
William T. Hill and	:	ANNE ARUNDEL COUNTY
Betty D. Hill, his wife.	:	No. 15,307 Equity
	: : : : :	

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Report of Sale of Robert L. Stocksdale, Trustee, appointed by the decree in the above entitled cause, to make sale of fee simple property known as Lot No. 62, Plat of Magothy Forge, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, newspaper printed and published in Anne Arundel County and in the Baltimore Sun, a newspaper printed and published in the City of Baltimore, for more than three successive weeks preceding the date of sale, said Trustee, did, pursuant to said notice on Monday, February 18, 1963 at 2:00 o'clock P.M. attend on the premises and then and there sold the aforesaid fee simple property known as Lot No. 62, Plat of Magothy Forge, unto Bohemian American Building Association of Baltimore City, at and for the sum of Six Thousand Dollars, said body corporate being the highest bidder therefor and the said bid being the highest obtainable.

Robert L. Stocksdale

Robert L. Stocksdale - Trustee

STATE OF MARYLAND, City of Baltimore, to wit:-

I HEREBY CERTIFY, That on this 21st day of February, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Robert L. Stocksdale, 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.

Notary Public

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1963 MAR -4 AM 10:31

13

ORDER NISI

BOHEMIAN AMERICAN BUILDING
ASSOCIATION OF BALTIMORE CITY

versus

WILLIAM T. HILL AND
BETTY D. HILL, HIS WIFE

BOOK 147 PAGE 31
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 15,307 Equity

Ordered, this 4th day of March, 19 63, That the sale of the property in these proceedings mentioned made and reported by Robert L. Stocksdale, 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 $ 6,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

ROBERT L. STOCKSDALE, ATTY. FOR: MARYLAND GAZETTE Mar. 7th Edition
(Final Order)

BOHEMIAN AMERICAN BUILDING
ASSOCIATION OF BALTIMORE CITY

versus

WILLIAM T. HILL AND
BETTY D. HILL, 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 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 10 AM 10:27

14

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 32

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 15,307 EQUITY
BOHEMIAN AMERICAN BUILDING ASSOCIATION OF BALTIMORE CITY
versus
WILLIAM T. HILL and
BETTY D. HILL, his wife

Ordered, this 4th day of March, 1963, That the sale of the property in these proceedings mentioned made and reported by Robert L. Stocksdale, 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 $6,000.00

LOUIS N. PHIPPS, Clerk

True Copy. TEST:

LOUIS N. PHIPPS, Clerk

M-28

FILED

1963 APR -3 AM 9:19

No. M. G. 34740

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 29, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,307

William T. Hill

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. Tilghsman

In the Case of

BOOK 147 PAGE 33

BOHEMIAN AMERICAN BUILDING ASSOCIATION OF BALTIMORE CITY

VS.

WILLIAM T. HILL AND BETTY D. HILL, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 15,307 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 JUN 11 PM 3:00

All of which is respectfully submitted.

Auditor.

June 11, 1963

FINAL ORDER

ORDERED BY THE COURT, this 27th day of June, 19....., that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis M. Phipps

Clerk

Per: A. Jankowski, deputy

FILED
1963 JUN 27 AM 11:29

14

17

Dr. Mortgaged Real Estate of William T. Hill and Betty D. Hill, his wife

BOOK 147 PAGE 34

In Acct. with Robert L. Stocksdale, Trustee

Cr.

By	Amount of Sale, as per Trustee's Report of Sale filed		6000 00	
By	Interest, 6%, on deferred payment, $6,000.00 from 2/18/63 to 5/8/63		80 00	
				6080 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	28 00		
	Auditor, this account	22 50		
			60 50	
To	Trustee, for expenses, viz			
	Capital-Gazette Press, Inc.			
	Advertising & Nisi Sale	62 25		
	Sunpapers----Advertising-----Sale	16 25		
	Fidelity & Deposit Company------Bond	38 00		
	E. T. Newell and Company, Auctioneer's fee	25 00		
	Adjustment, 1963 taxes, one month, 18 days	19 76		
			161 26	
To	Bohemian American Building Association of Baltimore City, Mortgagee, on account of Mortgage claim		5548 24	
				6080 00
	Balance due on Mortgage as per claim filed	8711 14		
	Interest, 6%, on principal balance $8,540.34 from 10/28/62 to 6/28/63	341 60		
		9052 74		
	Credit amount allowed above	5548 24		
	This amount subject to decree in personam	3504 50		

BOOK 147 PAGE 35

Noah A. Hillman, Assignee	:	IN THE
vs	:	CIRCUIT COURT
Earl Stalls and	:	FOR
Masako E. Stalls, his wife	:	ANNE ARUNDEL COUNTY No. 15,357 Equity

:::

FORECLOSURE OF MORTGAGE

Mr. Clerk:

Please file the mortgage from Earl Stalls and Masako E. Stalls, his wife, to Monumental Engineering, Inc., dated November 18, 1960 (recorded Liber G. T. C. 1439, folio 581) and assigned to Commercial Credit Corporation on November 18, 1960 (recorded Liber G. T. C. 1439, folio 582), default having occurred under its terms and assigned to Noah A. Hillman for the purpose of foreclosure on December 21, 1962.

Noah A. Hillman
ASSIGNEE

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

FILED
1962 DEC 31 AM 10:16

Do not index in Chattels

Charles B. McGinnis, Jr.
Assistant Secretary

No. 15357 Equity

BOOK 1439 PAGE 581

BOOK 147 PAGE 30

THIS MORTGAGE, Made this 18th day of November, 1960, by and between

EARL STALLS AND MASAKO STALLS (HIS WIFE)

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

MONUMENTAL ENGINEERING, INC., Mortgagee.

WHEREAS, the said Mortgagore are justly indebted to the Mortgagee in the full eum of

Ninety-three Hundred Twenty-one and 46/100

Dollars ($ 9321.46), and have agreed to repay the said sum in 84 consecutive monthly instalments of $ 110.96 each, (except the final instalment which shall be the balance then due on this Mortgage), commencing one month from the date hereof and continuing on the same date of each month thereafter until said sum is paid in full, at the office of the said Mortgagee or its assigns, with interest after maturing of the entire balance as herein provided at the rate of 6% per annum, and to secure the payment of which this Mortgage is executed.

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 the eum of One Dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, his or its pereonal representatives, euccessors or aeeigns all that lot of ground and premises located in Anne Arundel County, known as Lot 213, Plat 4 of Elvaton Acres

and more fully described in a Deed dated 4/16/56, from Newson C. Prillaman and Annie C. Prillaman, his wife

recordad among the Land Records of Anne Arundel County, Liber 1018, Folio 441,

TOGETHER with the improvemants therson and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures.

TO HAVE AND TO HOLD the said lot of ground, with the improvements and appurtenances aforesaid, unto the said Mortgagee, his or its personal representatives, successors or assigns, in fee simple.

PROVIDED, HOWEVER, if the said Mortgagors, their heirs, personal representatives or assigns, shall make the payments and perform the covenants and conditions herein mentioned on their part to be made and performed, then this Mortgage shall be void. And the said Mortgagors for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, his or its personal representatives, successors or assigns, as follows:

To pay to them the said monthly instalments promptly when due; to pay all ground rent and taxes or public charges for which the property hereby mortgaged may become liable when payable, and to exhibit the receipts therefor to the said Mortgages on its demand and to keep the improvements on the said mortgaged property fully insured from loss by fire and other hazards and casualties as the said Mortgagee may from time to time require, for the use of the Mortgagee in some company acceptable to the said Mortgagee to the extent of its lien thereon, and to deliver the policy to the Mortgagee; to pay a "late charge" of $.05 per $1.00, maximum $5.00 on any instalment more than 15 days past due, to cover the extra expense involved in handling delinquent payments. The entire balance of the mortgage debt hereby secured shall immediately become due and payable, upon default in payment of any instalment hereinabove provided, or in event title to the herein mortgaged property be acquired by any person, partnership, or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the written consent of the Mortgagee, his or its personal representatives, successors or assigns, or in the event of a default in any of the covenants or conditions of this Mortgage.

AND, it is agreed that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the mortgaged property, and upon default the Mortgagors consent to the immediate appointment of a Receiver.

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, 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 ae follows: (1) to the payment of all expenses incident to such sale, including a fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the 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 aesurancee ae may be requisite. Whenever ueed, the singular number shall include the plural, the plural the singular, and the uee 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 hands and seals of said Mortgagors.

WITNESS, as to all:

1960

J. R. Bauer
J. R. Bauer

Earl Stalls (SEAL)
Earl Stalls

Masako E. Stalls (SEAL)
Masako E. Stalls

(SEAL)

(SEAL)

STATE OF MARYLAND, Baltimore City, } to wit:

I HEREBY CERTIFY, That on this 18th day of November, 19.60, before me, the subscriber, a Notary Public of the State of Maryland, in and for The City aforesaid personally appeared Earl Stalls and Masako E. Stalls the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time appeared Richard A. Brown - President, who made oath in due form of law that he is the Agent of MONUMENTAL ENGINEERING, INC., the Mortgagee, and duly authorized to make this affidavit, and as said Agent, made oath in due form of law that the consideration aet forth in said Mortgage is true and bona fide as therein set forth; and I, the subscriber, hereby further certify that the persons named in this acknowledgment are personally known to me to be the same persons mentioned in the caption of the aforegoing Mortgage, who, in my presence, signed and sealed the same.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.

Filed Dec 31, 1962

Notary Public
Charles B. McGinnis, Jr.

My Commission Expires May 1st, 1961.

Recorded Nov. 19, 1960 at 11:06 A.M.

BOOK 1439 PAGE 582

ASSIGNMENT BOOK 147 PAGE 37

Baltimore, Maryland 18th of November 1960.

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

Commercial Credit Corporation

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

(Corporate Seal Here.)

MONUMENTAL ENGINEERING, INC.

By: Richard A. Brown (SEAL)

Richard A. Brown, President

(SEAL)

TEST:

Charles B. McGinnis, Jr.
Assistant Secretary

Recorded Nov. 19, 1960 at 10:35 A.M.

1.00

1960 NOV 19 AM 10:35
& RECORDED LIBER GTC
NO. 1439 FOLIO 581
GEO. T. CROMWELL, CLERK

Clerk. ... CORPORATION ... TO ... ING, INC. ... W. ... nd ... AKO E. STALLS

STATE OF MARYLAND)
) s. s.
ANNE ARUNDEL COUNTY)

BOOK 1439 PAGE 583

I hereby certify that on 18th of November, 1960, before me the subscriber, a notary public of the State of Maryland in and for the County of Anne Arundel, Personally appeared Richard A. Brown, President of MONUMENTAL ENGINEERING, INC., a Maryland Corporation, and in the name and on behalf of said corporation acknowledged the foregoing assignment of Mortgage to be the corporate act of said corporation.

Witness my hand and notarial seal, the day and year last above written.

My Commission Expires May 1st, 1961.

Rec'd for record Nov. 19 1960 at 10:35 A.M.
Mailed to Monumental Engineering Inc.

Hallie G. Fuller
Notary Public

For value received we hereby assign the within mortgage and debt secured thereby to Noah A. Hillman, for the purpose of foreclosure.

Witness the signature of Arthur Woods, the Vice President of Commercial Credit Corporation, this 21st day of December, 1962.

Attest:

J. C. Fleming
Asst. Treasurer

COMMERCIAL CREDIT CORPORATION

By Arthur Woods
Arthur Woods
Vice Pres.

BOOK 147 PAGE 38

NOAH A. HILLMAN, ASSIGNEE * IN THE CIRCUIT COURT FOR

VS. * ANNE ARUNDEL COUNTY

EARL STALLS and
MASAKO E. STALLS, his wife * NO. 5357 EQUITY

* * * * *

STATEMENT OF MORTGAGE CLAIM

Mortgage - 11/18/60	$ 9,321.46
Balance due on default as of June 29, 1961	8,877.76
Add interest from June 29, 1961	

State of Maryland, City of Baltimore, to wit:

I hereby certify, that on this 19th day of November, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared J. C. Fleming the Assistant Treas. of Commercial Credit Corporation, who made oath in due form of law that the amount shown above as owing under the mortgage is true and correct to the best of his knowledge, information and belief.

As witness my hand and Notarial Seal.

Notary Public

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

FILED

1962 DEC 31 AM 10:16

4

BOOK 12 PAGE 14

GLOBE INDEMNITY COMPANY

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

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

No. 15,357 Equity

Bond No. 412684

Equity #15,357

BOOK 147 PAGE 39

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Noah A. Hillman 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 Nine Hundred and 00/100 Dollars ($8,900.00) --------- Current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of April , 19 63.

WHEREAS by virtue of a power of sale contained in a Mortgage from Earl Stalls and Masako E. Stalls, his wife to Monumental Engineering, Inc. - , bearing date on or about the 18th day of November , 19 60 , the said Noah A. Hillman as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part, AND WHEREAS default has occurred in the payment of the Principal and interest aforesaid, and the said Noah A. Hillman - - - as Assignee of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.

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

1963 APR 10 PM 2:12

FILED

Noah A. Hillman (SEAL)
Noah A. Hillman 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 10th day of April, 1963
Louis N. Phipps Clerk

5

Noah A. Hillman, Solicitor
Annapolis, Maryla[illegible]

Assignee's Sale

Of Dwelling Property

Situate on Brookwood Road, Elvaton Acres, Third Election District of Anne Arundel County.

Under and by virtue of assignment for foreclosure of a mortgage from Earl Stalls and Masako E. Stalls, his wife, to Monumental Engineering, Inc., dated November 18, 1960, recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1439, folio 581, said mortgage having been assigned November 18, 1960 to Commercial Credit Corporation and duly recorded and further assigned for foreclosure, to the undersigned, I will sell at Public Auction, ON THE PREMISES, on

Wed., April 17, 1963
at 11:00 A.M.

All that lot of ground designated as Lot No. 213 on Plat No. 4 of "Elvaton Acres", fronting 100 feet on Brookwood Road with depth of 220 feet, as shown on said Plat. Being the same land conveyed by Newson C. Prillaman and wife to Earl Stalls and Masako E. Stalls, his wife, by Deed dated April 16, 1956 and recorded among said Land Records in Liber G.T.C. No. 1018, folio 441.

Improvements. A new, one-story frame dwelling which has been substantially completed.

Terms of Sale: A deposit of $500.00 will be required of the purchaser at time of sale. Balance to be paid in cash upon ratification of sale. Interest at 6 per cent on unpaid purchase money from date of sale to date of settlement. Taxes, water rent, insurance and all other public charges to be adjusted to date of sale.

For inspection of interior, apply to undersigned. Colonial 3-3131

NOAH A. HILLMAN,
Assignee
ROBERT H. CAMPBELL,
Auctioneer

A-11

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 40

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 16, 1963

We hereby certify, that the annexed

Assignee's Sale

Earl Stalls

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of April, 1963. The first insertion being made the 21st day of March, 1963.

FILED 1963 APR 16 PM 3:04

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilgus

BOOK 147 PAGE 41

FILED 1963 APR 17 PM 3:14

ROBERT H. CAMPBELL - Auctioneer

NOAH A. HILLMAN, SOLICITOR
ANNAPOLIS, MARYLAND

ASSIGNEE'S SALE

OF

Dwelling Property

Situate on Brookwood Road, Elvaton Acres, Third Election District of Anne Arundel County.

Under and by virtue of assignment for foreclosure of a mortgage from Earl Stalls and Masako E. Stalls, his wife, to Monumental Engineering, Inc., dated November 18, 1960, recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1439, folio 581, said mortgage having been assigned November 18, 1960 to Commercial Credit Corporation and duly recorded and further assigned for foreclosure, to the undersigned, I will sell at Public Auction, ON THE PREMISES, on

WEDNESDAY, APRIL 17, 1963

AT 11:00 A.M.

All that lot of ground designated as Lot No. 213 on Plat No. 4 of "Elvaton Acres", fronting 100 feet on Brookwood Road with depth of 220 feet, as shown on said Plat. Being the same land conveyed by Newson C. Prillaman and wife to Earl Stalls and Masako E. Stalls, his wife, by Deed dated April 16, 1956 and recorded among said Land Records in Liber G.T.C. No. 1018, folio 441.

Improvements. A new, one-story, frame dwelling which has been substantially completed.

Terms of Sale: A deposit of $500.00 will be required of the purchaser at time of sale. Balance to be paid in cash upon ratification of sale. Interest at 6% on unpaid purchase money from date of sale to date of settlement. Taxes, water rent, insurance and all other public charges to be adjusted to date of sale.

For inspection of interior, apply to undersigned. Colonial 3-3131.

Noah A. Hillman,
Assignee

BOOK 147 PAGE 42

CERTIFICATE OF PURCHASER

(We) hereby certify that (I) (We) purchased the property described on the reverse side, at Public Auction, on the 17th day of April, 1963, at and for the sum of $1800.00, being then and there the highest bidder therefor, and agree to abide by the terms of sale.

Witness:
Naomi K. Cox

COMMERCIAL CREDIT CORP.
By J. Lanning Asst Treas.
PURCHASER

AUCTIONEER'S CERTIFICATE

I hereby certify, that on this 17th day of April, 1963, I sold the property described on the reverse side, to Commercial Credit Corporation they being then and there the highest bidder therefor, for the sum of $1800.00

Witness:
Naomi K. Cox

Auctioneer

FILED

1963 APR 17 PM 3:13

BOOK 147 PAGE 43

NOAH A. HILLMAN, ASSIGNEE	*	IN THE CIRCUIT COURT FOR
VS.	*	ANNE ARUNDEL COUNTY
EARL STALLS and MASAKA STALLS, his wife	*	NO. 15,357 EQUITY
	*	

* * * * *

REPORT OF SALE

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Noah A. Hillman, Assignee, respectfully shows:

1. That under and by virtue of an assignment to him for foreclosure of a mortgage from Earl Stalls and Masaka E. Stalls, his wife, to Monumental Engineering, Inc. dated November 18, 1960, recorded in Liber G.T.C. No. 1439, folio 581, said mortgage having been assigned November 18, 1960 to Commercial Credit Corporation and duly recorded; and after giving bond with security and complying with all provisions of law under Maryland Rules of Procedure pertaining thereto, giving notice of the time, place, manner and terms of sale by advertisement in "Maryland Gazette", a newspaper published in Anne Arundel County, and by posting handbills in a number of public places and on the property mortgaged, he did, pursuant to said notice, attend on the premises, on the 17th day of April 1963, at 11:00 o'clock A.M., and then and there proceeded to sell said property.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

FILED

1963 APR 17 PM 3:13

2. That he then and there, in the presence of a number of persons, offered for sale to the highest bidder the property described in the said mortgage; and sold the same to Commercial Credit Corporation, a Maryland corporation, at and for the sum of $ 1800.00, it being then and there the highest bidder therefor.

3. The terms of sale provided for deposit of $ 500.00, balance on ratification of sale, with interest at 6% on unpaid purchase money from date of sale to date of settlement. Taxes, insurance and all public charges to be adjusted to date of sale. The Purchaser's agreement and Auctioneer's certificate are contained on reverse side of a printed handbill, filed herewith, as a part of this Report of Sale.

Respectfully submitted,

Noah A. Hillman
Assignee

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 17th day of April, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Noah A. Hillman, Assignee named in the above Report of Sale and made oath, in due form of law, that the matters and things stated in the aforegoing Report 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.

Naomi K. Cox
Notary Public

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

10

ORDER NISI

NOAH A. HILLMAN, ASSIGNEE

versus

EARL STALLS AND

MASAKA STALLS, HIS WIFE

BOOK 147 PAGE 45

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,357 Equity

Ordered, this 17th day of April, 1963, That the sale of the property in these proceedings mentioned made and reported by Noah A. Hillman, 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 $ 1,800.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Noah A. Hillman, Atty.
(Final Order)

For: MARYLAND GAZETTE April 25th Edition

NOAH A. HILLMAN, ASSIGNEE

versus

EARL STALLS AND

MASAKA STALLS, 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 29 AM 10:19

11

BOOK 147 PAGE 46

NOAH A. HILLMAN, ASSIGNEE	*	IN THE CIRCUIT COURT FOR
VS.	*	ANNE ARUNDEL COUNTY
EARL STALLS and MASAKO STALLS, his wife	*	NO. 15357 EQUITY

* * * * *

AFFIDAVIT OF PURCHASER

* * * * *

STATE OF MARYLAND, City of Baltimore, to wit:

I hereby certify that on this 19 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 JOHN C. FLEMING the ASSISTANT TREASURER of Commercial Credit Corporation, who made oath in due form of law, as follows:

1. That Commercial Credit Corporation is the purchaser of the property described in this proceeding.

2. That the purchaser is not acting as agent for anyone.

3. That others are not interested as principals.

4. That the purchaser has not directly or indirectly discourgged anyone from bidding for the said property.

5. That he is authorized to make this affidavit and makes the same on personal knowledge.

John C. Fleming
Affiant

Witness my hand and Notarial Seal.

George E. Barnes
Notary Public

FILED
1963 APR 22 PM 12:03

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-3131

12

OFFICE F

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,357 Equity

NOAH A. HILLMAN, ASSIGNEE
versus
EARL STALLS AND
MASAKA STALLS, HIS WIFE

Ordered, this 17th day of April, 1963, That the sale of the property in these proceedings mentioned made and reported by Noah A. Hillman, 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 $1,800

LOUIS N. PHIPPS
Clerk

True Copy, TEST:
LOUIS N. PHIPPS
Clerk

M-16

BOOK 197 PAGE 47

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 22, 19 63

We hereby certify, that the annexed

Order Nisi Sale
Eq 15,357
Earl Stalls

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, 19 63. The first insertion being made the 25th day of April, 19 63.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

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1963 MAY 22 PM 1:48

No. M. G. 34968

13

BOOK 147 PAGE 48

In the Case of

Noah A. Hillman, Assignee

VS.

Earl Stalls and Masako E. Stalls, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,357 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 JUN 11 PM 12:51

All of which is respectfully submitted.

June 11, 1963

John Stephens Co
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 27 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: A. Jankowski, deputy

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1963 JUN 27 AM 11:30

14

15

Dr. Noah A. Hillman, Assignee vs Earl Stalls and Masako E. Stalls, his wife

BOOK 147 PAGE 49

In Acct. with Noah A. Hillman, Assignee of Mortgage

					Cr.	
1963						
April	17	Proceeds of Sale	1,800	00		
		Interest on deferred payment of				
		1300.00 from 4/17/63 to 6/3/63	10	06	1,810	06
					1,810	06
		To Assignee for fee, viz:	50	00		
		To Assignee for Commissions, viz:	87	30	137	30
		To Assignee 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 Assignee for expenses, viz:				
		Capital-Gazette Press - Advertising Sale	54	24		
		Capital-Gazette Press - Order Nisi, Sale	15	00		
		Apeer Publications - Handbills	17	00		
		Robert H. Campbell - Auctioneer Fee	50	00		
		Globe Indemnity Co. - Bond Premium	35	60		
		L. N. Phipps, Clerk - Recording Sht.Assmt				
		of Mortgage	1	00		
		L. N. Phipps, Clerk - Copy of Plat		50		
		One half Cost Documentary Stamps	3	30		
		Naomi K. Cox - Notary Fee		50	177	14
		Commercial Credit Corporation - this				
		balance on account of Claim Filed	1435	12	1435	12
					1810	06

Amount of Mortgage Claim filed	8,877	76	
Interest on principal balance of 8877.76 from 6/29/61 to 6/27/63 - 728 days @ 6%	1,062	67	
	9,940	43	
Cr - Amount allowed above	1,435	12	
Balance Subject to Decree in Personam	8,505	31	

BOOK 147 PAGE 51

GORDON STEUART and ELISABETH STEUART, his wife, Arundel-on-the-Bay, Maryland	:	IN THE CIRCUIT COURT
vs.	:	FOR
MILDRED J. WAGNER R. F. D. 3 Annapolis, Maryland AND ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN THE PROPERTY DESCRIBED IN THIS BILL OF COMPLAINT	:	ANNE ARUNDEL COUNTY
	:	NO. 15,437 EQUITY

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

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiffs, complaining, say:

1. That on or about January 23, 1963, Certificate of Tax Sale, No. 3209-B, was issued to the Plaintiffs by Edward N. C. Bradley, Collector of Taxes of the State of Maryland and Anne Arundel County, in accordance with the provisions of Section 85 of Article 81 of the Annotated Code of Maryland, (1957 Edition) and duly assigned to your Orators by the County Commissioners of Anne Arundel County, the purchasers therein, and said Certificate is prayed to be taken as a part hereof.

2. That the property mentioned in said Certificate is situate in the Second Election District of Anne Arundel County, Maryland, and is particularily described on a Plat of "Arundel-on-the-Bay" and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 37, folio 509, as Lots "G", "H", "I", "K" and "L". om Block No. 38. Being the identical lots of ground described less particularly in said Certificate and being the same lots of ground which were conveyed by Thomas R. Lawrence, unmarried, to Mildred J. Wagner, by deed dated June 1, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 98, folio 146. On October 11, 1937, the date of the Collector's sale, the said lots herein described were assessed, "Mildred J. Wagner" whose last known address was Annapolis, R.F.D. 3, Maryland, and were in fact owned by her on that date. According to the Land, Equity and

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Orphans Court records for Anne Arundel County, the title to said lots are still vested in said person subject to the tax sale mentioned in said Certificate. The amount due on the date of sale was One Hundred Thirty-one Dollars and Eighty-seven cents ($131.87).

3. That the aforesaid property has not been redeemed by any party in interest, although more than one year and one day from the date of sale has elapsed.

4. The Plaintiffs pray for an Order of Publication directed to all parties in interest to the hereinbefore described property.

5. To redeem the property, it is necessary for the Defendant to pay the sum as set out above with interest from the date of sale, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the Plaintiffs and any reimbursement due the Plaintiffs under Sections 93 and 111 of Article 81 of the Annotated Code of Maryland (1957 Edition) and amendments thereto.

TO THE END, THEREFORE,

(a) That this Honorable Court may pass a final Decree foreclosing all rights of redemption of the Defendant and any persons claiming by, through or under her, in and to the property described herein.

(b) And for such other and further relief as their case may require.

Gordon Steuart
Gordon Steuart

Elisabeth Steuart
Elisabeth Steuart, Plaintiffs

John H. Hopkins, IV
Attorney for Plaintiffs
15 School Street
Annapolis, Maryland
Tel. COlonial 3-3551

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that on this 13th day of February, 1963, before me, the subscriber, a Notary Public of the State of Maryland; in and for the County aforesaid, personally appeared Gordon Steuart and Elisabeth Steuart, his wife, Plaintiffs in the foregoing Bill of Complaint, and they made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true and bona fide to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

John H. Hopkins, IV, Notary Public

Duplicate # 3555 BOOK 147 PAGE 54

No 3209-B CERTIFICATE OF TAX SALE

I, Edw. N. C. Bradley Successor to Joseph H. Pippin, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1937, I sold to A. A. Co. Com. at public auction for the sum of 13187 Dollars and ..... Cents, of which 13187 Dollars has been paid as a deposit on the property in Dist 2. described as Lots G to L inclusive Blk 38.

and assessed to Mildred J. Wagner

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 ....., 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 23 day of January 1963

Edw. N. C. Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 23rd day of ~~October~~ January 1963, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial.

Ruth M. Lowman
Notary Public.

My Commission Expires May 6, 1963

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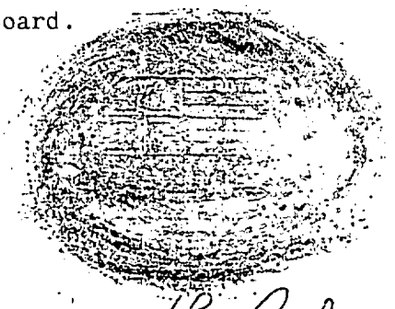
ASSIGNMENT

The County Commissioners of Anne Arundel County do hereby assign its right, title and interest to the within Certificate of Tax Sale to Gordon Steuart and Elizabeth Steuart, his wife.

WITNESS the signature of Joseph F. Collinson, Jr., President of the County Commissioners of Anne Arundel County by the Clerk to the Board.



Lucy Loskosky, Clerk

County Commissioners of
Anne Arundel County

BY Joseph F. Collinson
Joseph F. Collinson, Jr.

BOOK 147 PAGE 56

GORDON STEUART and ELISABETH STEUART, his wife, Arundel-on-the-Bay, Maryland	:	IN THE CIRCUIT COURT
vs.	:	FOR
MILDRED J. WAGNER R. F. D. 3 Annapolis, Maryland	:	ANNE ARUNDEL COUNTY
AND ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN THE PROPERTY DESCRIBED IN THIS ORDER OF PUBLICATION	:	NO. 15437 EQUITY

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

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption of the following property situate in Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and the State of Maryland to the County Commissioners for Anne Arundel County and by mesne assignment to the Plaintiffs in this proceeding.

This property is described as Lots "G","H", "I". "K" and "L". in Block No. 38, as shown on a Plat of "Arundel-on-the-Bay", Second Election District of Anne Arundel County, Maryland, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 37, folio 409.

The Bill states among other things that the amount necessary for redemption has not been paid, although more than one year and one day from the date of the sale has elapsed.

It is thereupon this 14th day of February, 1963, 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 (4) successive weeks, warning all persons having an interest in said property to be and appear in this Court on or before the 25th day of April, 1963, and redeem the property and answer the Bill of Complaint, or thereafter a final Decree will be rendered foreclosing all rights of redemption in the property and vest in the Plaintiffs a title, free and clear of all encumbrances.

Laura N. Phipps
Clerk

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In The Circuit Court
For
Anne Arundel County
No. 15,437 Equity

GORDON STEUART and ELISABETH STEUART, his wife, Arundel-on-the-Bay, Maryland

vs.

MILDRED J. WAGNER
R.F.D. 3
Annapolis, Maryland
AND ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN THE PROPERTY DESCRIBED IN THIS ORDER OF PUBLICATION

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption of the following property situate in Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and the State of Maryland to the County Commissioners for Anne Arundel County and by mesne assignment to the Plaintiffs in this proceeding.

This property is described Lots "G", "H", "I", "K" and "L", in Block No. 33, as shown on a Plat of "Arundel-on-the-Bay", Second Election District of Anne Arundel County, Maryland, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 37, folio 409.

The Bill states among other things that the amount necessary for redemption has not been paid, although more than one year and one day from the date of the sale has elapsed.

It is thereupon this 14th day of February, 1963, 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 (4) successive weeks, warning all persons having an interest in said property to be and appear in this Court on or before the 25th day of April, 1963, and redeem the property and answer the Bill of Complaint, or thereafter a final Decree will be rendered foreclosing all rights of redemption in the property and vest in the Plaintiffs a title, free and clear of all encumbrances.

LOUIS N. PHIPPS
Clerk

Ture copy, TEST:
LOUIS N. PHIPPS
Clerk

No. M

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 57

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 18, 1963

We hereby certify, that the annexed

Order of Publication

No. 15,437 Eq.

Mildred J. Wagner

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 April, 1963. The first insertion being made the 21st day of February, 1963

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

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BOOK 147 PAGE 58

GORDON STEUART and ELISABETH STEUART, his wife, Arundel-on-the-Bay, Maryland	:	IN THE CIRCUIT COURT
vs.	:	FOR
MILDRED J. WAGNER R. F. D. 3 Annapolis, Maryland	:	ANNE ARUNDEL COUNTY
	:	No. 15,437 EQUITY

; ; ; ; ; ;: : : : : : : : :

AFFIDAVIT

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

John H. Hopkins, IV, Solicitor for the Plaintiffs herein does hereby certify that on or about February 18, 1963, he caused a copy of the Bill of Complaint and the Order of Publication in the above entitled cause to be mailed by Certified Mail, return receipt requested, to the Defendant named in this cause to her last known Post Office address, according to the records of the Bureau of Assessments and the Orphans' Court for Anne Arundel County. He further certifies that the aforementioned Certified letter was returned marked "Unknown".

He further certifies that he has checked the Orphans' Court records of Anne Arundel County, the telephone directories of Anne Arundel County and the cities of Baltimore and Washington, D. C., and he is unable to locate the Defendant; that he does not have any other address for the said Defendant nor does he know the names and addresses of her heirs, if any, if she may be deceased, nor has he any way of ascertaining same.

He further certifies that he has searched the Land, Equity, Law and Register of Wills records of Anne Arundel County as required by Section 105 of Article 81 of the Annotated Code of Maryland, 1957 Edition, and that the party Defendant in this proceeding is the only party having an interest in the property mentioned in said cause as shown by said records and disclosed by said search.

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WITNESS the hand and seal of the affiant this 26th day of April, 1963.

_____ (SEAL)
John H. Hopkins, IV
Solicitor for Plaintiffs

SUBSCRIBED AND SWORN to before me this 26th day of April, 1963.

_____
Notary Public

BOOK 147 PAGE 60

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 26th day of April,
1963, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

John H. Hopkins, III, attorney for

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

to the best of his knowledge and belief is

~~and~~ not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 26th day of April, 1963.

Notarial Seal

Ann Edith Hatch
Notary Public

My Commission will expire on:
May 6, 1963

Filed,

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1963 APR 26 AM 11:53

BOOK 147 PAGE 61

GORDON STEUART and ELISABETH STEUART, his wife, Arundel-on-the-Bay, Maryland	:	IN THE CIRCUIT COURT
vs.	:	FOR
MILDRED J. WAGNER R. F. D. 3 Annapolis, Maryland	:	ANNE ARUNDEL COUNTY
	:	NO. 15,437 EQUITY

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

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued in these proceedings having been duly published in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, Maryland, and the Defendant, her heirs at law and other persons having or claiming to have any interest in the property which are the subject matter of these proceedings, having failed to appear in person or by Solicitor and answer the Bill of Complaint filed against them.

It is thereupon, this 29th day of April, 1963, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that the said Bill of Complaint be, and the same is hereby taken pro confesso against the Defendant, Mildred J. Wagner, her heirs at law and those claiming by, throughor under them, and all persons having or claiming to have any interest in the property which is the subject matter of these proceedings.

O Brien Duckett
Judge

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1963 APR 29 AM 11:46

BOOK 147 PAGE 62

GORDON STEUART and ELISABETH STEUART, his wife, Arundel-on-the-Bay, Maryland	:	IN THE CIRCUIT COURT
vs.	:	FOR
MILDRED J. WAGNER R. F. D. 3 Annapolis, Maryland	:	ANNE ARUNDEL COUNTY
	:	NO. 15,437 EQUITY

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

DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Article 81 of the Annotated Code of Maryland, referring to the foreclosure of the equity of redemption of tax sale property.

It, is, thereupon, this 3rd day of June, 1963, by the Circuit Court of Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the Defendant, Mildred J. Wagner, or of anyone claiming by, through or under her, in and to the property in this proceeding, 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 descents occurring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and the public assessments to which the same are subject) are hereby vested in the Plaintiffs.

3. That, upon payment to him of the balances, 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 to the Plaintiffs.

4. That the Plaintiffs shall pay the costs of this proceeding.

Judge

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BOOK 147 PAGE 63

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
ELWOOD E. YATES AND	*	FOR
OPAL ELIZABETH YATES, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. 15,500 EQUITY

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

MR. CLERK:

PLEASE DOCKET THIS CASE, FILE THE ORIGINAL MORTGAGE, STATEMENT OF MORTGAGE DEBT AND MILITARY AFFIDAVIT.

Samuel M. Ivrey, atty.

SAMUEL M. IVREY,
ATTORNEY NAMED IN THE MORTGAGE

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

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BOOK 147 PAGE 64
BOOK 1330 PAGE 368

No. 15,500 Equity

Form No. 1—County Fee

PURCHASE MONEY AS TO $3500.00

This Mortgage, made this 11th day of September ,

in the year one thousand nine hundred and Fifty-nine , between

ELWOOD E. YATES and OPAL ELIZABETH YATES, 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

ELWOOD E. YATES and OPAL ELIZABETH YATES, his wife,

the sum of Seven Thousand and NO/100($7,000.00) - - - - - - - - - - - - - - - dollars,

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

By the payment of Fifty-nine and 07/100 ($59.07) - - - - - - - - - - - - - - - - - -

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;

FOURTH: This loan may be prepaid in whole or in part at any time, except that the association may charge ninety days' interest on that part of a prepayment in any one year which exceeds 20% 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 ELWOOD E. YATES and OPAL ELIZABETH YATES, his wife,

do(th) grant, convey and assign unto said Annapolis Federal Savings and Loan Association, its successors and assigns, all that lot , piece , or parcel of ground situate,

lying and being in the Second election district of Anne Arundel County, State of Maryland, and described as follows: ALL THAT LOT OF GROUND situate in the Second Election District of Anne Arundel County, Maryland, located on Harness Creek Road described as follows, according to a plat and survey thereof made by J. R. McCrone, Jr., Inc., Registered Engineers and Surveyors, in September, 1956, and described as follows: Beginning at a stone at the end of the first line of a conveyance from Sheckells, et al, to Garner dated April 18, 1921, and recorded among the Land Records of Anne Arundel County in WNW 42, folio 180, and running thence with part of said line reversely South 05 degrees 20 minutes 10 seconds East 430 feet to a pipe; thence running due west 97.15 feet to a pipe on the west side of the old abandoned road, said pipe also being in the fifth line of a conveyance from Garner to Garner dated March 31, 1951, and recorded among the Land Records of Anne Arundel County in JHH 617, folio 482, thence with said conveyance reversely north 05 degrees 07 minutes East 20.66 feet to a pipe; thence north 02 degrees 40 minutes West 118.65 feet to a pipe; thence north 37 degrees 50 minutes West 109.27 feet to a pipe on the east side of the new Harness Creek Road; thence with the east side of the new Harness

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8661 SEP 14 1959

Creek Road north 05 degrees 50 minutes West 136.99 feet to a pipe in the second line of the conveyance from Sheckells to Garner; thence with the same reversely north 65 degrees East 186.31 feet to the place of beginning. Containing 1.12 acres, more or less.

BEING the same lot of ground conveyed to the within named Mortgagors, Elwood E. Yates and Opal Elizabeth Yates, his wife, by deed of even date from Robert H. Simmons and Barbara H. Simmons, his wife, and recorded or intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto.

The mortgagor agrees to pay a late charge not to exceed 4% of any installment which is not paid within 15 days of the due date theoreof to cover the extra expense involved in handling delinquent payments.

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

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

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

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

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

And the said mortgagor(s) ELWOOD E. YATES and OPAL ELIZABETH YATES, his wife, for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Annapolis Federal Savings and Loan Association, as follows:

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

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

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

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

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

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

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

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

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of the 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 Mortgagors, for themselves, their heirs, personal representatives and assigns do hereby covenant that immediately upon the first insertion of the notice of sales as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total Mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said 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:

Nancy S. Carpenter

Nancy S. Carpenter; as to both

Elwood E. Yates (SEAL)
Elwood E. Yates

(SEAL)

Opal Elizabeth Yates (SEAL)
Opal Elizabeth Yates

(SEAL)

BOOK 147 PAGE 67

BOOK 1330 PAGE 371

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 11th day of September in the year one thousand nine hundred and Fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared ELWOOD E. YATES and OPAL ELIZABETH YATES, 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.

Nancy S. Carpenter
Nancy S. Carpenter — Notary Public.

My commission expires on

May 1 19 61.

1000

Rec'd for record Sept 14 1959. at 9.38 A.M.
Mailed to Samuel M. Ivrey

Mortgage

FROM

ELWOOD E. YATES and

OPAL ELIZABETH YATES, his wife

TO

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

1.12 acres, Harness Creek Rd., 2nd Dist., Property Anne Arundel Co., Md.

Received for record 19 at o'clock

Same day recorded in Liber folio &c. the of the Land Records of Anne Arundel County and examined per Clerk.

Cost of Record $

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

Property:

Description approved

Execution approved

MILITARY AFFIDAVIT UNDER SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940 AND AMENDMENT THERETO OF OCTOBER 6, 1942.

	*	IN THE
IN THE MATTER OF THE	*	CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
ELWOOD E. YATES AND	*	ANNE ARUNDEL COUNTY
OPAL ELIZABETH YATES, HIS WIFE	*	NO. 15,500 EQUITY

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

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF SAID STATE, IN AND FOR SAID COUNTY, PERSONALLY APPEARED 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 HAVE NOT BEEN ORDERED TO REPORT FOR INDUCTION UNDER THE SELECTIVE TRAINING A ND 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.

Samuel M. Ivrey

SAMUEL M. IVREY, AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME,

THIS 19TH DAY OF MARCH, 1963.

Barbara S. Santos

BARBARA S. SANTOS, NOTARY PUBLIC

BARBARA S. SANTOS NOTARY PUBLIC

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1963 MAR 20 AM 10:03

6

BOOK 147 PAGE 69

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
ELWOOD E. YATES AND	*	FOR
OPAL ELIZABETH YATES, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. 15,500 EQUITY

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

STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE GLAIM OF ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOGIATION OF ANNAPOLIS, MARYLAND (FORMERLY ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOGIATION OF ANNAPOLIS, MARYLAND), UNDER MORRGAGE TO THE SAID ASSOGIATION FROM ELWOOD E. YATES AND OPAL ELIZABETH YATES, HIS WIFE, SAID MORTGAGE DATED SEPTEMBER 11, 1959 AND REGORDED AMONG THE LAND REGORDS OF ANNE ARUNDEL COUNTY IN LIBER GTC 1330, FOLIO 368; SAID MORTGAGE BEING IN DEFAULT.

BALANGE DUE ON PRINGIPAL TO 3/31/63	$5,790.27
INTEREST TO 4/15/63	14.55
TOTAL	$5,804.82

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 19TH DAY OF MARGH, 1963, BEFORE ME, THE SUBSGRIBER, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED R. GARDINER CHANEY, PRESIDENT OF THE ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOGIATION 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 DESGRIBED HEREIN, AND THAT IT HAS NOT REGEIVED ANY SEGURITY OR ANY SATISFAGTION THEREFOR OTHER THAN THE DEED OF MORTGAGE IN SAID STATEMENT MENTIONED.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Samuel M. Ivrey

SAMUEL M. IVREY, NOTARY PUBLIG

MY COMMISSION EXPIRES:

MAY 6, 1963.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1963 MAR 20 AM 10:03

7

BOOK 147 PAGE 70

GLOBE INDEMNITY COMPANY

A New York Corporation — New York, N. Y. BOOK 12 PAGE 15

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

Equity #15,500

Bond No. 412686

B O N D

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 Seven Thousand and 00/100 Dollars ($7,000.00) current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 15th day of April 19 63 .

WHEREAS BY VIRTUE OF A POWER OF SALE contained in a Mortgage from Elwood E. Yates and Opal Elizabeth Yates - - - - - - - bearing date on or about the 11th day of September , 19 59, 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

Bond approved this 15th day of April, 1963

Lowell N. Phipps, Clerk

Samuel M. Ivrey (SEAL)
Samuel M. Ivrey 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

FILED

APR 15 11 10 47

8

BOOK 147 PAGE 71

GLOBE INDEMNITY COMPANY

A New York Corporation — New York, N. Y. BOOK 12 PAGE 17

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

Equity #15,500

Bond No. 412686

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 One Thousand Five Hundred Dollars ($1,500.00), current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 15th day of April, 1963.

WHEREAS by virtue of a power of sale contained in a Mortgage from Elwood E. Yates and Opal Elizabeth Yates, bearing date on or about September 11, 1959, 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 15th day of April, 1963

Lewis N. Phipps, Clerk

Ethel M. Carle
Ethel M. Carle

Samuel M. Ivrey (SEAL)
Samuel M. Ivrey PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

FILED

15,560

Attorney's Sale

Of Valuable Improved Real Estate

HARNESS CREEK ROAD
SECOND ELECTION DISTRICT
ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Elwood E. Yates and Opal Elizabeth Yates, his wife, said mortgage dated September 11, 1959, and recorded among the land records of Anne Arundel County in Liber GTC 1330, folio 368, 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

Mon., April 15, 1963 at 11:00 o'clock A.M.

ALL THAT LOT OF GROUND situate in the Second Election District of Anne Arundel County, Maryland, located on Harness Creek Road described as follows, according to a plat and survey thereof made by J. R. McCrone, Jr., Inc., Registered Engineers and Surveyors, in September, 1956, and described as follows: BEGINNING at a stone at the end of the first line of a conveyance from Sheckells, et al, to Garner dated April 18, 1921, and recorded among the Land Records of Anne Arundel County in WNW 42, folio 180, and running thence with part of said line reversely South 05 degrees 20 minutes 10 second East 430 feet to a pipe; thence running due west 97.15 feet to a pipe on the west side of the old abandoned road, said pipe also being in the fifth line of a conveyance from Garner to Garner dated March 31, 1951, and recorded among the Land Records of Anne Arundel County, in JHH 617, folio 482, thence with said conveyance reversely north 05 degrees 07 minutes East 20.66 feet to a pipe; thence north 02 degress 40 minutes west 118.65 feet to a pipe; thence north 37 degrees 50 minutes West 109.27 feet to a pipe on the east side of the new Harness Creek Road; thence with the east side of the new Harness Creek Road north 05 degrees 50 minutes West 136.99 feet to a pipe in the second line of the conveyance from Sheckells to Garner; thence with the same reversely north 65 degrees East 186.31 feet to the place of beginning. Containing 1.12 acres, more or less.

BEING the same lot of ground conveyed to the within named Mortgagors, Elwood E. Yates and Opal Elizabeth Yates, his wife, by deed from Robert H. Simmons and Barbara H. Simmons, his wife, dated September 11, 1959, and recorded among the Land Records of Ann Arundel County in Liber GTC 1330, folio 366.

THE SAID PROPERTY being improved by a stucco dwelling containing 6 rooms, bath and furnace room, with hot water gas heat.

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 Mortgage
144 Duke of Gloucester Street
Annapolis, Maryland
ROBERT H. CAMPBELL,
Auctioneer

A-11

10

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 72

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 16, 1963

We hereby certify, that the annexed

Attorney's Sale

Edward E. Yates

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 15th day of April, 1963. The first insertion being made the 21st day of March, 1963.

FILED

1963 APR 17 PM 2:40

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

ROBERT H. CAMPBELL - - - - Auctioneer

No. 15,500 Equity

BOOK 147 PAGE 73

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

HARNESS CREEK ROAD
SECOND ELECTION DISTRICT
ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Elwood E. Yates and Opal Elizabeth Yates, his wife, said mortgage dated September 11, 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC 1330, Folio 368, 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

MONDAY, APRIL 15, 1963

AT 11:00 O'CLOCK A.M.

ALL THAT LOT OF GROUND situate in the Second Election District of Anne Arundel County, Maryland, located on Harness Creek Road described as follows, according to a plat and survey thereof made by J. R. McCrone, Jr., Inc., Registered Engineers and Surveyors, in September, 1956, and described as follows: **BEGINNING** at a stone at the end of the first line of a conveyance from Sheckells, et al, to Garner dated April 18, 1921, and recorded among the Land Records of Anne Arundel County in WNW 42, folio 180, and running thence with part of said line reversely South 05 degrees 20 minutes 10 seconds East 430 feet to a pipe; thence running due West 97.15 feet to a pipe on the West side of the old abandoned road, said pipe also being in the fifth line of a conveyance from Garner to Garner dated March 31, 1951, and recorded among the Land Records of Anne Arundel County in JHH 617, folio 482, thence with said conveyance reversely north 05 degrees 07 minutes East 20.66 feet to a pipe; thence north 02 degrees 40 minutes West 118.65 feet to a pipe; thence north 37 degrees 50 minutes West 109.27 feet to a pipe on the east side of the new Harness Creek Road; thence with the east side of the new Harness Creek Road north 05 degrees 50 minutes West 136.99 feet to a pipe in the second line of the conveyance from Sheckells to Garner; thence with the same reversely north 65 degrees East 186.31 feet to the place of beginning. Containing 1.12 Acres, more or less.

BEING the same lot of ground conveyed to the within named Mortgagors, Elwood E. Yates and Opal Elizabeth Yates, his wife, by deed from Robert H. Simmons and Barbara H. Simmons, his wife, dated September 11, 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC 1330, folio 366.

THE SAID PROPERTY being improved by a stucco dwelling containing 6 rooms, bath and furnace room, with hot water gas heat.

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

FILED

1963 APR 18 AM 11:36

BOOK 147 PAGE 74 No. 15,500 Equity

AGREEMENT
AND
AFFADAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SS:

I HEREBY CERTIFY THAT ON THIS 15th DAY OF APRIL, 1963, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED ROBERT S. MINTZ AND DENNIS W. FRY WHO FIRST BEING DULY SOWRN, 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 $8,500.00, A DEPOSIT OF $850.00, MADE AT THE TIME AND PLACE OF SALE, AND AGREE TO COMPLY WITH THE TERMS OF SALE AS SET FORTH IN THE ADVERTISEMENT OF SALE AND HANDBILL.

2. THAT ~~HE/SHE/IT~~ THEY ARE 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

Robert S. Mintz (SEAL)
ROBERT S. MINTZ

Dennis W. Fry (SEAL)
DENNIS W. FRY

Robert H. Campbell
ROBERT H. CAMPBELL, AUCTIONEER

Samuel M. Ivrey
SAMUEL M. IVREY, NOTARY PUBLIC

FILED
1963 APR 18 AM 11:36

BOOK 147 PAGE 75

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ELWOOD E. YATES AND OPAL ELIZABETH YATES, HIS WIFE	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 15,500 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 "EVENING CAPITAL", A NEWSPAPER PRINTED AND PUBLISHED IN ANNE ARUNDEL COUNTY, HE DID, PURSUANT TO SAID NOTICE OF SALE, ATTEND IN PERSON AT THE COURTHOUSE DOOR, IN THE CITY OF ANNAPOLIS, MARYLAND, ON MONDAY, APRIL 15, 1963, AT 11:00 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 THAT LOT OF GROUND SITUATE IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, LOCATED ON HARNESS CREEK ROAD DESCRIBED AS FOLLOWS, ACCORDING TO A PLAT AND SURVEY THEREOF MADE BY J. R. MCCRONE, JR., INC., REGISTERED ENGINEERS AND SURVEYORS, IN SEPTEMBER, 1956, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE AT THE END OF THE FIRST LINE OF A CONVEYANCE FROM SHECKELLS, ET AL, TO GARNER DATED APRIL 18, 1921, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN WNW 42, FOLIO 180, AND RUNNING THENCE WITH PART OF SAID LINE REVERSELY SOUTH 05 DEGREES 20 MINUTES 10 SECONDS EAST 430 FEET TO A PIPE; THENCE RUNNING DUE WEST 97.15 FEET TO A PIPE ON THE WEST SIDE OF THE OLD ABANDONED ROAD, SAID PIPE ALSO BEING IN THE FIFTH LINE OF A CONVEYANCE FROM GARNER TO GARNER DATED MARCH 31, 1951, AND RECORDED AMONG THE LAND RECORDS OF

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1963 APR 18 AM 11:36

ANNE ARUNDEL COUNTY IN JHH 617, FOLIO 482, THENCE WITH SAID CONVEYANCE REVERSELY NORTH 05 DEGREES 07 MINUTES EAST 20.66 FEET TO A PIPE; THENCE NORTH 02 DEGREES 40 MINUTES WEST 118.65 FEET TO A PIPE; THENCE NORTH 37 DEGREES 50 MINUTES WEST 109.27 FEET TO A PIPE ON THE EAST SIDE OF THE NEW HARNESS CREEK ROAD; THENCE WITH THE EAST SIDE OF THE NEW HARNESS CREEK ROAD NORTH 05 DEGREES 50 MINUTES WEST 136.99 FEET TO A PIPE IN THE SECOND LINE OF THE CONVEYANCE FROM SHECKELLS TO GARNER; THENCE WITH THE SAME REVERSELY NORTH 65 DEGREES EAST 186.31 FEET TO THE PLACE OF BEGINNING. CONTAINING 1.12 ACRES, MORE OR LESS.

BEING THE SAME LOT OF GROUND CONVEYED TO THE WITHIN NAMED MORTGAGORS, ELWOOD E. YATES AND OPAL ELIZABETH YATES, HIS WIFE, BY DEED FROM ROBERT H. SIMMONS AND BARBARA H. SIMMONS, HIS WIFE, DATED SEPTEMBER 11, 1959, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER GTC 1330, FOLID 366.

SAID PROPERTY BEING SOLD TO ROBERT S. MINTZ AND DENNIS W. FRY, JOINT TENANTS,
/AT AND FOR THE SUM OF $8,500.00, 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 16TH DAY OF APRIL, 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.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

Barbara S. Santos

BARBARA S. SANTOS, NOTARY PUBLIC

MY COMMISSION EXPIRES:
MAY 6, 1963

14

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF ELWOOD E. YATES
AND OPAL ELIZABETH YATES, HIS WIFE
~~XXXXXX~~

BOOK 147 PAGE 77

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,500 Equity

Ordered, this 18th day of April, 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 22nd 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 22nd day of May next.

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

Lewis N. Phipps Clerk.

True Copy,

TEST:
Samuel M. Ivrey, Atty. FOR: EVENING CAPITAL April 20th Edition Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF ELWOOD E. YATES AND
OPAL ELIZABETH YATES, HIS WIFE
~~XXXXXX~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd 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.

George Sachse
JUDGE.

FILED
1963 MAY 23 PM 2:45

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,500 EQUITY

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ELWOOD E. YATES AND OPAL ELIZABETH YATES, HIS WIFE

Ordered, this 18th day of April, 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 22nd 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 22nd day of Mary next.

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

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

M-11

FILED

1963 MAY 14 PM 1:14

No. E. C. 34962

16

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 78

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 11, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,500

Elwood E. Yates

was published in

Evening Capital

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THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 147 PAGE 79

In the Case of

In The Matter of the Mortgaged Real Estate of

Elwood E. Yates and Opal Elizabeth Yates, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,500 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 JUN -7 PM 1:18

All of which is respectfully submitted.

June 7, 1963

J. Kirwan Stephens II

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 25 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 W. Phipps

Clerk

Per: [illegible], deputy

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1963 JUN 25 PM 2:22

17

Dr. In The Matter of the Mortgaged Real Estate of Elwood E. Yates and Opal Elizabeth Yates, his wife.

In Acct. with Samuel M. Ivrey, Attorney named in Mortgage

					Cr.	
1963						
April	15	Proceeds of Sale	8,500	00		
		Interest on deferred payment of				
		7,650.00 from 4/15/63 to 5/29/63	57	38	8,557	38
		Refund 1963 County and State Taxes				
		adjusted (147.74) 4/15/63 to 12/31/63	104	65	104	65
					8,662	03
		To Attorney for Fee, viz:	35	00		
		To Attorney for Commissions, viz:	286	72	321	72
		To Attorney for Court Costs, Viz:				
		Plaintiffs Solicitors Appearance Fee	10	00		
		Clerk of Court - Court Costs	34	00		
		Auditor - stating this Account	35	00	79	00
		To Attorney for expenses, viz:				
		Capital-Gazette Press-Advertising Sale	96	24		
		Capital-Gazette Press-Order Nisi, Sale	15	00		
		Speer Publications - Handbills	17	00		
		Robert H. Campbell - Auctioneer Fee	45	00		
		Globe Indemnity Co. - Bond Premium	34	00		
		One half cost documentary stamps	14	03		
		Barbara S. Santos - Notary Fee	1	00	222	27

To Attorney for Claims filed, viz:				
Annapolis Federal Savings & Loan Assn.	5,804	82		
Interest on principal blance of 5,790.27 from 4/15/63 to 6/23/63 - 69 days @ 6%	65	66	5,870	48
Elroy C. Boyer - Judgment Claim				
Law No A-7612 - July 17, 1962	1,138	76		
Interest on Judgment Claim - from 7/17/62 6/23/62	63	82	1,202	58
Thomas J. Siompouras - this a blance on account of judgment claim - Law No. A-7791 August 17, 1962 (2,875.00)	965	98	965	98
			8,662	03

DOCKET ENTRIES
A-854/1958

BOOK 147 PAGE 82

William A. Andrews Marcy M. Ehudin	:	William A. Andrews and Marcy M. Ehudin, : Administrators of the Estate of Samuel W. Taylor, : Late of Baltimore City, Deceased : No. 15,702 Equity : Joe Seidman, Purchaser : Joseph Seidman and : Mollie Seidman, his wife : Substitute Purchasers : A - No. 38580 :
William H. Gorman Jacob D. Hornstein Jacob D. Hornstein	:	Samuel W. Taylor, Jr. Harold J. Taylor Edna M. Crouch

14" November 1958. Bill of Complaint for Sale of Real Estate and Plaintiffs Exhibits A and B (1) fd.

20" November 1958. Vol. App. of Harold J. Taylor and Edna M. Crouch by their Solr. Jacob D. Hornstein and their answer to Bill of Complaint (2) fd.

12" December 1958. App. of Samuel W. Taylor, Jr. by his Solr. William H. Gorman and his Answer to Bill of Complaint (3) fd.

3" February 1959. Testimony (4) fd.

Same day Submission for Decree (5) fd.

Same day Report of Examiner - Master (6) fd.

Same day Decree of Court directing sale of real estate, and appointing William A. Andrews and Marcy M. Ehudin, Trustees, upon the filing of a bond in the penalty of $4,000.00 (7) fd.

10" March 1959. Trustee's Approved Bond (8) fd.

1" April 1959. Trustee's Report of Sale and Exhibit thereto (9) fd.

Same day Nisi Order (10) fd.

6" April 1959. Trustee's Report of Sale (11) fd.

Same day Nisi Order (12) fd.

5" May 1959. Certificate of Publication (13) fd.

Same day Trustee's Report of Sale of April 1/1959 finally ratified and

confirmed, Order (14) fd.

6" May 1959. Petition of Joseph Seidman and Mollie Seidman, his wife, to be Substituted as purchasers in the place and stead of Joe Seidman and Order of Court thereon authorizing same (15) fd.

8" May 1959. Certificate of Publication (16) fd.

Same day Trustee's Report of Sale of April 6, 1959 finally ratified and confirmed, Order (17) fd.

2" June 1959. Auditor's Report and Account (18) fd.

Same day Nisi Order fd.

13" June 1959. Auditor's Report and Account finally ratified and confirmed, Order, fd.

WILLIAM A. ANDREWS
and
MARCY M. EHUDIN,
ADMINISTRATORS OF THE
ESTATE OF SAMUEL W. TAYLOR,
LATE OF BALTIMORE CITY, DECEASED
VS.
SAMUEL W. TAYLOR, JR.
6929 Chambers Road
Baltimore 14, Maryland

HAROLD J. TAYLOR
2810 Pinewood Avenue
Baltimore 14, Maryland

EDNA M. CROUCH
3342 Kenyon Avenue
Baltimore 13, Maryland

BOOK 147 PAGE 84

IN THE
CIRCUIT COURT
OF BALTIMORE CITY
A-854-1958 A-38580

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Complainants say:

I. That Samuel W. Taylor departed this life on the 20th day of November, 1956, leaving no Last Will and Testament, and that on the 1st day of February, 1957, Letters of Administration were issued by the Orphans' Court of Baltimore City to your Complainants, who thereupon qualified as Administrators, a copy of which appointment is evidenced by Letters of Administration, a certified copy of which Letters is filed herewith marked "Plaintiffs' Exhibit A", and prayed to be taken as a part hereof.

II. Your Complainants aver and allege that the value of the personal estate of said decedent is insufficient to pay the just debts which were due and owing by said decedent, and it therefore becomes necessary to sell and dispose of all the real estate of the decedent for the payment thereof.

III. That said decedent left surviving him three children, Samuel W. Taylor, Jr., Harold J. Taylor and Edna M. Crouch, who are the only heirs at law legally entitled to inherit and to take the estate and property of Samuel W. Taylor, deceased.

IV. That the decedent owned in fee simple four (4) lots of ground as follows: one of said lots is situated in the City of Baltimore, at 1115 North Rutland Avenue (also known as Ann Street) and is

improved by a two story brick dwelling which is in a dilapidated condition; one other of said lots is situated in Anne Arundel County, Maryland and is known as Lot No. 70, as shown on the plat of property known as Magothy Beach and is improved by a dwelling which is likewise in a dilapidated condition; and the other two of said lots are also situated in Anne Arundel County, Maryland, and are known as Lots Nos. 54 and 55 as shown on the plat of property known as Magothy Beach Oval and which are unimproved; and your Complainants aver and allege that it is necessary to dispose of said real estate at the highest prices obtainable therefor, in order to pay and liquidate the remaining debts due and owing by said decedent as well as the costs of Administration.

V. Your Complainants aver and allege that a Trustee should be appointed by this Court to conduct the said sales of said fee simple properties at 1115 N. Rutland Avenue (also known as Ann Street) Baltimore City, Maryland, and Lot No. 70, as shown on the plat of property known as Magothy Beach, Anne Arundel County, Maryland, and Lots Nos. 54 and 55, as shown on the plat of property known as Magothy Beach Oval, Anne Arundel County, Maryland, for the highest prices obtainable therefor and the proceeds thereof be applied to the payment of said open debts and costs of Administration and the remainder thereof be distributed by this Court in the manner provided by law in such cases. Photostatic copies of the Deeds to said properties are filed herewith, marked "Plaintiffs' Exhibit B" and prayed to be taken as a part hereof.

TO THE END THEREFORE:

(a) That a Trustee be appointed by this Court to conduct the sales of said fee simple properties at 1115 N. Rutland Avenue, (also known as Ann Street), Baltimore City, Maryland and Lot No. 70, as shown on the plat of property known as Magothy Beach, Anne Arundel County, Maryland, and Lots Nos. 54 and 55, as shown on the plat of property known as Magothy Beach Oval, Anne Arundel County, Maryland, either at public or private sale in such manner and upon such terms

as this Court may think proper, for the payment of the just debts due and owing by Samuel W. Taylor, deceased, and the balance remaining after payment of the necessary costs and expenses incident thereto, be distributed under the direction and jurisdiction of this Court.

(b) And that your Complainants may have such other and further relief as this cause may require.

AND AS IN DUTY BOUND, ETC.

William A. Andrews

Marcy M. Ehudin

Administrators of the Estate of Samuel W. Taylor, Deceased

William A. Andrews
306 North Charles Street
Baltimore 1, Maryland
LExington 9-1606

Marcy M. Ehudin
216 East Lexington Street
Baltimore 2, Maryland
SAratoga 7-8488

Solicitors

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 14th day of November, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM A. ANDREWS and MARCY M. EHUDIN, Administrators of the Estate of Samuel W. Taylor, deceased, and made oath in due form of law that the matters and facts as stated herein are true to the best of their information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(SEAL PLACE)

Louise T. Payant

Notary Public

WILLIAM A. ANDREWS and MARCY M. EUDIN, Administrators of the Estate of SAMUEL W. TAYLOR, decd.
vs.
SAMUEL W. TAYLOR, JR., HAROLD J. TAYLOR and EDNA M. CROUCH

BOOK 147 PAGE 87

IN THE
CIRCUIT COURT
OF BALTIMORE CITY
A-854-1958 A-38580

DECREE

The above cause coming on to be heard, the pleadings, testimony, exhibits and all other papers considered, it is this 3rd day of February, 1958, by the Circuit Court of Baltimore City, ADJUDGED, ORDERED and DECREED that the real property of Samuel W. Taylor, deceased, consisting of 1115 N. Rutland Avenue, in Baltimore City , and Lots numbered 70, 54 and 55, as shown on the Plat of Magothy Beach, Anne Arundel County, each of said properties being in fee, be sold, and that William A. Andrews and Marcy M. Eudin be and they are hereby appointed Trustees to make said sale or sales, and 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 approved by this Court or the Clerk thereof in the penalty of Four Thousand ($4,000.00) Dollars, conditioned upon the faithful performance of the trust imposed in them by this Decree or by any future Decree or Order in the premises, and if sold at private sales or sale, for not less than the respective values of said properties as established by the evidence; and if at public sale or sales then having given at least three (3) weeks notice by advertisement in some daily newspaper published in the City of Baltimore as to the property 1115 N. Rutland Avenue, and in some daily newspaper published in Anne Arundel County and having general circulation therein as to the three lots known as Lots numbered 70, 54 and 55 at Magothy Beach, Anne Arundel County, as to the time, place and terms of each sale, which shall be for cash; and, as soon as may be convenient after said sale or sales the said Trustees shall return to this Court a full and particular account of the proceedings relative to said sale or sales, with an annexed affidavit of the truth thereof, and

of the fairness of said sale or sales; and, upon obtaining the ratification by this Court of said sale or sales, and on the receipt of the entire purchase price or prices (and not before), the said Trustee shall by a good and sufficient deed or deeds to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs or assigns the property or properties to him, her or them sold, free, clear and discharged of the parties hereto, Complainants and Defendants, and those claiming by, from or under them.

And the said Trustees shall bring into this Court the monies arising from said sale or sales, to be distributed under the direction of this Court, after deducting first the costs of this proceeding and such commissions to the said Trustees as the Court may feel proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

S. Ralph Warnken

The above is a proper Decree
to be passed in this case.

Walter V. Harrison
Examiner - Master

BOOK 147 PAGE 89

WILLIAM A. ANDREWS and MARCY M. EHUDIN, ADMINISTRATORS OF THE ESTATE OF SAMUEL W. TAYLOR, LATE OF BALTIMORE CITY, DECEASED VS. SAMUEL W. TAYLOR, JR., HAROLD J. TAYLOR, and EDNA M. CROUCH	:	IN THE CIRCUIT COURT OF BALTIMORE CITY A-854-1958 A-38580

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of William A. Andrews and Marcy M. Ehudin, Trustees appointed by the decree in the above entitled cause, to make sale of lots Nos. 70, 54 and 55, as shown on the Plat of Magothy Beach, Anne Arundel County, Maryland, each of said lots being in fee simple, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which bond was duly approved, said Trustees sold said property at private sale to Mamie Sullenger at and for the price of Five Thousand ($5,000.00) Dollars, said price being equal to double the appraised value of said property as established by the proceedings herein and is the highest price obtainable; that there is attached hereto and prayed to be taken as a part hereof a photocopy of the contract of sale.

William A. Andrews
Trustee

Marcy M. Ehudin
Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 1st day of April, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William A. Andrews and Marcy M. Ehudin, Trustees, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(SEAL PLACE)

Louise T. Payant - Notary Public

THIS AGREEMENT OF SALE, Made this 13th day of March, nineteen hundred and fifty-nine, between William A. Andrews and Marcy M. Ehudin, Co-Administrators and or Trustees of the Estate of Samuel W. Taylor, Seller, and Mamie Sullenger, 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 being known as Lot # 70 shown on a plat of property known as Magothy Beach, situated in Anne Arundel County, Maryland, improved by a dwelling in dilapadated condition and two other lots known as # 54 and # 55 as shown on a plat of property known as Magothy Beach Oval being unimproved. All properties being in fee simple.

This contract is subject to approval of Circuit Court for Baltimore City.

at and for the price of Five Thousand Dollars ($5,000.00 of which Five Hundred Dollars ($500.00) have been paid prior to the signing hereof, and the balance to be paid as follows:

Cash on date of settlement. Settlement to be made on or before ninety days from the date hereof.

In further describing the above stated property, Lot #70 is the same lot as shown on Plat of property known as Magothy Beach, recorded among the Plat Records of Anne Arundel County in Liber G.W. 2, folio 146, said lot bordering 56 ft. on the Magothy River and being 50 ft. on the opposite end, with a depth of 589 ft. on one side and 598 ft. on the other; said lots 54 and 55 are lots shown on plat of property known as Magothy Beach Oval which plat is duly filed, said lot 54 being 50 x 309 ft. and said lot 55 being 50 x 305 ft; all of which lots front on a county road.

Being the same lots as conveyed to Samuel W. Taylor, Jr. and Etta, his wife, by Adelle Roseman, by deed dated June 5, 1933 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 111, folio 320. The said Etta Taylor having departed this life in Baltimore City in about 1956 and the said Samuel W. Taylor, Jr. her husband,

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having departed this life in Baltimore City in 1958.

It is understood the buyer will refer this matter to a title guarantee company for a policy guaranteeing the title to said property be good and merchantable; if such title company shall refuse to issue said title policy then this agreement shall be null and void and all deposit paid hereunder shall be returned to the buyer.

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.

Ground rent, rent, 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 date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators and assigns, for the faithful performance of this agreement.

The herein described property is to be held at the risk of the Seller 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 Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time

being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

WITNESS in tripicate the hands and seals of the parties hereto the day and year first above written.

Louise T. Payant
Witness - As To
Seller's Signature

William A. Andrews (SEAL)
Co-Administrator or Trustee
Samuel W. Taylor,Estate
Seller's Signature

Marcy M. Ehudin (SEAL)
Co-Administrator or Trustee
Samuel W. Taylor, Estate
Seller's Signature

Walter G. McCready
Witness - As To
Buyer's Signature

Mamie Sullenger (SEAL)
Buyer's Signature

//

FINAL ORDER O. RATIFICATION ON TRUSTEE'S R.. ORT OF SALE

WILLIAM A. ANDREWS, ET AL

vs.

SAMUEL W. TAYLOR, JR., ET AL

IN THE

CIRCUIT COURT

—OF—

BALTIMORE CITY

BOOK 147 PAGE 93

ORDERED BY THE COURT, This 5th day of May, 19 59, that the private sale made and reported by the Trustees, on April 1st, 1959 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 to the Auditor.

S. Ralph Warnken

State of Maryland,
City of Baltimore, ss:

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Docket Entries, Bill of Complaint, Decree, Report of Sale and Contract of Sale and Final Order of Ratification now on file in this office in the cause therein entitled as above

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 1st day of July A. D., 19 63

Henry J. Ripperger
Clerk.

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ANNE ARUNDEL COUNTY WELFARE BOARD Annapolis, Maryland	*	NO. 15,265 EQUITY
Complainant	*	IN THE CIRCUIT COURT
vs.	*	FOR
MAMIE ELIZABETH HOWARD c/o Mr. Victor Howard Off of Snowdentown Road General Delivery Glen Burnie Anne Arundel County, Maryland	*	ANNE ARUNDEL COUNTY

* * *** * * * *

CREDITOR'S BILL FOR SALE OF DECEDENT'S REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, Anne Arundel County Welfare Board, by Marvin H. Anderson, its Solicitor, suing for itself and all other creditors of Lillie M. Warren, late of Anne Arundel County, deceased, complaining, says:

FIRST: That your Orator is a creditor of the late Lillie M. Warren, deceased, for old age assistance benefits rendered to her in her lifetime in the total amount of ELEVEN THOUSAND, EIGHT HUNDRED TWENTY-EIGHT DOLLARS and TWENTY-TWO CENTS ($11,828.22).

SECOND: That the said Lillie M. Warren being so indebted as aforesaid unto Your Orator and unto divers other persons died intestate on the Thirty-First day of December, 1960, leaving personal estate insufficient to pay her just debts and leaving as her only heir at law her daughter, Mamie Elizabeth Howard, the respondent herein, an adult.

THIRD: That the said Lillie M. Warren died seized and possessed in fee simple of certain improved real estate located in the Fourth Election District of Anne Arundel County in the State of Maryland, and described more fully in a deed from

1962 OCT 31 PM 3:37

William F. Kuethe and Rose B. Kuethe, his wife, to Thomas C. Warren and the said Lillie M. Warren, his wife, dated December 20, 1910, and recorded among the land records of Anne Arundel County in Liber G.W. NO. 78, Folio 415, in which said deed said property is described as containing Five and One Quarter acres of land, more or less.

FOURTH: That the said Thomas C. Warren predeceased the said Lillie M. Warren.

FIFTH: That Letters of Administration have been granted by the Orphans' Court of Anne Arundel County upon the personal estate of the said Lillie M. Warren unto the respondent, the said Mamie E. Howard; notice to creditors of the said Lillie M. Warren have been given by publication as required by law; an inventory of said real estate has been filed in said estate by said administratrix and passed by said Orphans' Court on June 22, 1961; but that said administratrix has never filed any account as required by law and has not filed any petition in said administration proceedings for authority to sell said real estate in order to satisfy the claim of your Petitioner which was filed in said Orphans' Court within the time given to creditors to file claims.

TO THE END, THEREFORE:

(a) That the aforesaid real estate of Lillie M. Warren, deceased, may be sold for the payment of the aforesaid debt of the decedent contracted during her lifetime, and for the satisfaction of the authenticated claims of such other creditors as shall come in and contribute to the costs of these proceedings.

(b) That Marvin H. Anderson be appointed Trustee by this Honorable Court to make the sale of said property.

(c) And for such other and further relief as this case may require.

AND, AS IN DUTY BOUND, etc.

Marvin H. Anderson
Attorney for Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 31st day of October, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Esther Holahan, who made oath in due form of law that she is Director of the Anne Arundel County Welfare Board and that the matters and facts set forth in the foregoing Creditor's Bill are true and correct to the best of her knowledge and belief.

Esther Holahan
Esther Holahan

As witness my hand and seal notarial.

Marvin B. Stockett
Notary Public

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BOOK 147 PAGE 97

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 26 day of December, 1962, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Marvin H. Anderson, solicitor for the Anne Arundel County Welfare Board, the 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.)

Mamie Elizabeth Howard,

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 26 day of December, 19 62.

Notarial Seal

Notary Public.

My Commission will expire on: May 6, 1963.

Filed,

FILED
1962 DEC 26 PM 2:57

BOOK 147 PAGE 98

ANNE ARUNDEL COUNTY WELFARE BOARD, Complainant *

vs. *

MAMIE ELIZABETH HOWARD, Respondent *

NO. 15,265 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the complainant, Anne Arundel County Welfare Board, by Marvin H. Anderson, its solicitor, respectfully shows unto Your Honors:

1. That the respondent, Mamie Elizabeth Howard, has been duly summoned by the Sheriff of Anne Arundel County as will more fully appear from the return of said Sheriff heretofore made in this case.

2. That the said respondent has not appeared or answered the bill of complaint as required by the writ of summons served upon her as aforesaid, as will be seen by reference to said writ, although the time for so doing has expired.

WHEREFORE, your Petitioner prays that the Bill of Complaint may be taken pro confesso as against the said respondent.

Marvin H. Anderson

Marvin H. Anderson
Attorney for Complainant

FILED

1962 DEC 26 PM 2:57

5

ANNE ARUNDEL COUNTY WELFARE BOARD
Complainant

vs.

MAMIE ELIZABETH HOWARD,
Respondent

No. 15,265 ~~XXXXXXXX~~ - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondent, Mamie Elizabeth Howard,

~~after order of publication duly published (or served)~~ (having been duly summoned), having failed to appear to the bill of complaint and answer same according to the command of the said ~~order of publication (or~~ writ of summons).

It is, thereupon, this 26th day of December, 1962, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

And it is further ordered that leave is hereby granted to the complainant to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said bill upon giving due notice to the respondent of the time and place of taking of testimony.

George Sachse
Judge

FILED

1962 DEC 27 AM 9:07

ANNE ARUNDEL COUNTY WELFARE BOARD,	*	IN
COMPLAINANT	*	THE CIRCUIT COURT
VS.	*	FOR
MAMIE ELIZABETH HOWARD,	*	ANNE ARUNDEL COUNTY
RESPONDENT	*	NO.15,265 EQUITY

* * *

TESTIMONY ON BEHALF OF COMPLAINANT

January 4, 1963

Present:

Mr. Marvin H. Anderson, Solicitor for Complainant

Mr. Emanuel Klawans, Court Examiner

Mrs. Irene Hazel, Court Reporter

Witnesses:

Esther Holahan, pages 2 - 4.

Vinton T. Bull, pages 5 - 7.

Earl Stinchcomb, pages 8 - 10.

Marvin H. Anderson, pages 11 - 12.

FILED
1963 FEB -8 AM 11:22

ESTHER HOLAHAN, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Anderson)

1 Mrs. Holahan, will you give us your full name and current address, please?

A Mrs. Esther Holahan, R.D. 5, Annapolis.

2 Your occupation, please?

A Director of the County Welfare Board.

3 And that is the plaintiff in this case, is that correct?

A Yes.

4 Will you tell us what the official records of the Anne Arundel County Welfare Board disclose with respect to any claim by the Welfare Board against the late Thomas C. Warren and Lillie Warren, wife, both deceased?

A Our records show that during their lifetime they received Eleven Thousand Eight Hundred and Twenty Eight Dollars and Twenty Two Cents ($11,828.22) in direct payments for public assistance funds, plus One Hundred and Fifty Four Dollars and Eighty Five Cents ($154.85) in expenditures for medical care.

5 Was that claim filed in the Orphan's Court of Anne Arundel County?

A Yes.

6 Do you have that with you now?

A Yes.

(CLAIM FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

7 When did Mr. Warren die according to your knowledge and records?

A May 17th, 1954.

8 Where was that?

A Glen Burnie, Maryland.

9 After his death, did there come a time when his wife, Lillie M. Warren, died?

A Yes, that was December 31st, 1960, at Glen Burnie.

10 From your investigation, did either one of these parties leave any personal effects or personal estate at the time of their respective deaths?

A None that I know of, other than real estate.

11 Does your investigation show, or do the official records of the Welfare Board disclose the existence of any Last Will and Testament of the decedent, Lillie M. Warren?

A No.

12 What heirs did the said Lillie M. Warren leave surviving her, according to your information and records?

A One daughter, Mrs. Mamie Howard, Box 213, General Delivery, Glen Burnie.

13 Do your records show whether or not she is an adult person?

A No, we assume she is since her mother was so old.

14 How old was her mother when she died, do your records show that?

A She was born in 1871, she was 89 at the time of her death.

15 And this Mrs. Mamie Howard is her daughter and only heir, according to your information and records?

A Yes.

(Mr. Klawans)

16 She had no other children?

A None that we were ever told of.

17 And she had not remarried?

A No, she did not.

(Mr. Anderson)

18 She died as a widow?

A Yes.

19 Are you familiar with the real estate? Do your records disclose any information pertaining to the real estate of which Lillie M. Warren died seized and possessed?

A Yes.

20 Will you describe what your records show concerning that?

A The property consist of five acres and a house in Glen Burnie, the last assessment of which we have record was Twelve Hundred and Thirty Dollars ($1230.00). And the property is recorded in a deed dated December 20th, 1910, Liber G. W. 78, Folio 415.

21 Mrs. Holahan, will you prepare an account to be filed with the testimony in this case, showing the exact breakdown of the Old Age Assistance payments made to Thomas C. Warren and another one showing the exact payments made to Lillie M. Warren?

A Yes.

(LEAVE RESERVED TO FILE STATEMENT OF ACCOUNT MARKED EXAMINER'S EXHIBIT NO.2)

QUESTION BY THE EXAMINER:

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

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

Answer. . . No . . . . . .

Signature . Peter Holahan

VINTON THOMAS BULL, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Anderson)

1 Mr. Bull, will you please state your full name and current address?

A Vinton Thomas Bull, Edgewater, Maryland.

2 What is your occupation?

A Supervisor of Assessments.

3 In the course of your official duties as Supervisor of Assessments for Anne Arundel County, have you made appraisals of real estate in this county?

A I have.

4 On approximately how many occasions?

A Well, quite a number, I wouldn't like to say how many at the present time.

5 Have these been in all parts of Anne Arundel County?

A All parts.

6 In addition, have you made appraisals of real estate in this county on other occasions and for other purposes other than in connection with your duties as Supervisor of Assessments?

A On occasions such as this as being presented here, settling of estates.

7 Would you care to tell us on how many occasions you've made appraisals for those purposes, other than as Supervisor of Assessments?

A Oh, I guess about a hundred or so.

8 Specifically, have you had occasion to appraise any real estate in the vicinity of the Queenstown section of the Fifth Election District of Anne Arundel County before?

A I had an opportunity to appraise one piece up there several years ago, it's not too far from this.

9 And are you generally familiar with the value of real estate in this section of Anne Arundel County?

A Yes.

10 Are you familiar with the real estate which the late Lillie M. Warren, the deceased debtor in this case, died owning?

A Yes, I am.

11 Will you describe the real estate with reference to its location?

A Well, actually, it makes off down at the end of what is known as Jones Road, which makes off at Queenstown Road, and it joins the Barrett Training School;and it is reasonably clear, improved by very cheap, frame dwelling.

12 Have you actually visited this particular property in connection with the appraisal about which you're going to testify?

A I was there yesterday, talked with the grandson, so he said, of the late Warrens.

13 What, in your opinion, is the current market value of this property at the present time?

A Well, from the observation and the study of the location and the sales that have existed in that particular area, I feel that certainly Six Hundred Dollars ($600.00) an acre straight through for the land, which would be a total of Three Thousand Dollars ($3000.00), Seven Hundred and Fifty Dollars ($750.00) on the improvements, it is very cheap. In fact, they sort of pleaded for us to come inside but we had no desire to go inside the building yesterday to inspect the holes in the roof

13

and so forth, but it is in a very bad shape. So, therefore, I would give a total valuation of Thirty Seven Hundred and Fifty Dollars ($3750.00) for the property.

14 Mr. Bull, in your opinion, can this property, can parts of this property be sold with advantage to the parties in interest, as distinguished from the whole property?

A Of course, it could be sold and broken up possibly into several tracts and sold, but I don't believe it would be advantageous to the party involved, I think it would be better to sell it in its entirety, and bring a better price if sold as a whole.

14

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 Vinton T. Bull . . .

EARL STINCHCOMB, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Anderson)

1 Mr. Stinchcome, will you please state your full name and current address?

A Earl Stinchcomb, Millersville, Maryland.

2 What is your occupation?

A Assessor.

3 In Anne Arundel County?

A In Anne Arundel County.

4 In the course of your official duties have you appraised real estate in Anne Arundel County?

A Yes.

5 Do you know on approximately how many occasions in connection with your assessment duties?

A Five thousand, roughly.

6 In addition to these appraisals, have you made other appraisals for other purposes on other occasions?

A Yes.

7 Can you tell us how many, approximately?

A Not over three, that's all.

8 And on what occasions have you made such appraisals?

A For purposes such as this, court house sales.

9 In matters such as this, in other words?

A Yes.

10 Have you previously testified concerning the value of real estate in this county before one of the standing Examiners in Equity, such as this gentleman here?

A Yes.

11 Have you had occasion to appraise real estate in the Queenstown area of the Fifth Election District of Anne Arundel County?

A I have.

12 Are you generally familiar with the values of real estate in this area of the county?

A Yes.

13 Have you made an appraisal of the real estate of which the late Lillie M. Warren died owning in this case?

A I have.

14 Will you, generally, describe the real estate, its size, characteristics and location?

A Well, in Queenstown, off of Queenstown Road on Jones Road there's five acres of land with an old residence, and adjoins the Barrett Training School.

15 Have you visited the property?

A I have.

16 What is the condition of the improvements on this property?

A Very poor condition.

17 Is it old construction or new?

A Old construction.

18 What, in your opinion, is the current fair market value of this property at the present time?

A About Six Hundred Dollars an acre on the land, five acres, Three Thousand Dollars; and Seven Hundred and Fifty Dollars on the residence.

19 For a total of Thirty Seven Hundred and Fifty Dollars?

A That is correct.

20 In your opinion, is this property now susceptible of division

/>

and sale of parts of the tract to the advantage of the parties in interest?

A No, I wouldn't think so.

21 Why do you say that?

A I would think it would bring more as a whole than it would if it was broke up.

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 Earl Strickcomb . . . . . .

MARVIN H. ANDERSON, a witness of lawful age being first duly sworn, deposes and says:

Let the record show, that as attorney for the plaintiff in this case, I have examined the Administration proceedings had in the Orphan's Court of Anne Arundel County in the Estate of Lillie M. Warren, Deceased, being Administrations No. 10,570. And from such examination of the records it appears that the only heir at law of the said, Lillie M. Warren, is her daughter Mamie E. Howard, the respondent in this case, who was stated to be over 21 years of age in her Petition for Letters of Administration. That Notice to Creditors was given in said estate as required by law, and that the only claim which was filed in said cause, before the Notice to Creditors had expired, was the claim of the plaintiff in this case in the amount of Eleven Thousand Eight Hundred and Twenty Eight Dollars and Twenty Two Cents ($11,828.22). These records further show though that no final account was ever filed or passed. And that no further proceedings were had in this cause after the claim of the Anne Arundel County Welfare Board was filed.

(Mr. Klawans)

Q What was the amount of the inventory in the personal estate?

A No inventory of personal estate was ever filed. A real estate inventory was filed.

Q Indicating that there was no personal estate?

A Indicating that there was no personal estate.

Q And at the time of her death she was receiving Old Age Assistance from the Anne Arundel County Welfare Board, is that

20

correct?

A Well, that's what these records show, yes.

Q Was notice to the defendant given of the taking of testimony in this case?

A She was not given notice to take testimony, but she was summoned and according the Sheriff she was served, but failed to show up.

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 . . . . . Myrna H. Anderson

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

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

Witness my hand and seal this 8 day of ~~January,~~ February, 1963.

Emanuel Klawans (SEAL)

Emanuel Klawans, Examiner

10.00

E.K. ~~$25.00~~

I.H. $12.00

23

AMOUNT C CLAIM ON ESTATE OF: Thomas ' Lillie Warren
Glen burnie, Md.

BOOK 147 PAGE 115

YEAR	THOMAS	LILLIE	AMOUNT	
1936	$ 44.00	$	$ 44.00	
1937	150.00	150.00	300.00	
1938	165.00	165.00	330.00	
1939	165.00	165.00	330.00	
1940	180.00	180.00	360.00	
1941	180.00	180.00	360.00	
1942	180.00	180.00	360.00	
1943	180.00	180.00	360.00	
1944	201.60	309.00	510.60	
1945	189.90	405.90	595.80	
1946	152.20	368.20	520.40	
1947	159.70	213.70	373.40	
1948	255.50	255.50	511.00	
1949	294.24	506.30	800.54	
1950	294.96	522.00	816.96	
1951	283.76	489.98	773.74	
1952	299.32	287.76	587.08	
1953	202.30	265.26	467.56	
1954	275.90	477.68	753.58	
1955		414.04	414.04	
1956		360.45	360.45	
1957		394.22	394.22	Medical Care
1958		415.32	415.32	+ $31.00
1959		435.84	435.84	+ 60.85
1960		498.84	498.84	+ 63.00
		TOTAL	$11,828.22	

Esther Halahan
Director

15,265 Eq
A A Co Welfare Bd
Mamie E. Howard
Examiner's Exh. 2
E Kluwers,
Examiner

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BOOK 147 PAGE 116

FILED
JUL 21 1961
REGISTER OF WILLS
FOR ANNE ARUNDEL COUNTY, MD.

Annapolis, Maryland
March 9, 1961

Estate of: Thomas C. and Lillie Warren
Glen Burnie, Maryland

To: County Commissioners of Anne Arundel County
and
Anne Arundel County Welfare Board

For money paid to decedent under Chapter 12 of the Acts of the General Assembly of 1937 (Special Session) and due to the Anne Arundel County Welfare Board under Section 17 of Chapter 12 of the Acts of the General Assembly of 1937, (Special Session) $11,828.22

State of Maryland)
) To wit:
Anne Arundel County)

I, hereby, certify that on this 9th day of March, 1961, before me the subscriber, a Notary Public in and for Anne Arundel County, State of Maryland aforesaid, personally appeared Esther Holahan, Director of the Anne Arundel County Welfare Board, and made affidavit to the correctness of the aforegoing bill.

Witness my hand and Notarial seal.

Mary E. Richards
Mary E. Richards Notary Public

15,265 Eq.
Anne Arundel County Welfare Board
Mamie E Howard.
Examiner's Exh. 1
E Klaveen, Examiner

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10570
CLAIM
Anne Arundel Welfare Board
Vs.
Lillie Warren
filed 7/21/61
Voucher Docket R.H.P. 1
Folio 323
Amt. $11,828.22

This claim will pass when paid by order of Court, this 25th day of July 1961

Esther M. Smith C.J.
Harriet S. Frey A.J.
Allen L. Macleod A.J.

Amount of Claim on Estate of:

Thomas C. and Lillie Warren
Glen Burnie, Maryland

YEAR:	AMOUNT:	
1936	$ 44.00	
1937	300.00	
1938	330.00	
1939	330.00	
1940	360.00	
1941	360.00	
1942	360.00	
1943	360.00	
1944	510.60	
1945	595.80	
1946	520.40	
1947	373.40	
1948	511.00	
1949	800.54	
1950	816.96	
1951	773.74	
1952	587.08	
1953	467.56	
1954	753.58	
1955	414.04	
1956	360.45	
1957	394.22	Medical Care
1958	415.32	+ $31.00
1959	435.84	+ 60.85
1960	498.84	+ 63.00
Total	$11,828.22	15485

26

ANNE ARUNDEL COUNTY WELFARE BOARD, : No. 15,265 Equity

Complainant, In The Circuit Court For

v. : Anne Arundel County.

MAMIE ELIZABETH HOWARD,

Respondent. :

REPORT OF EXAMINER AND MASTER

10/31/62 Complainant filed a creditor's bill against the heir at law of Lillie M. Warren, for sale of the latter's real estate to pay her debt to complainant.

Respondent was summoned, but did not appear or answer. Affidavit was filed 12/26/62 that respondent is not in military service, and on the same date a decree pro confesso was granted with leave to take testimony before an Examiner, which has been done. Respondent was not given notice of taking testimony, but was subpoenaed as a witness, and did not appear.

The complaint alleges that realty in this County was conveyed to Thomas C. Warren and Lillie M. Warren, his wife, in 1910; and this Examiner has verified this fact by inspecting the local land record. Both received public assistance aggregating $11,828.22, and Lillie M. Warren received an additional $154.85 for medical care. The amounts received by each appear in Examiner's Exhibit 2.

Thomas C. Warren died in 1954, and so far as complainant knows, he left no personal estate. Lillie M. Warren died in 1960. Her estate is under administration in the local Orphans Court. Inventory of realty was filed, and notice to creditors published, but no inventory of personalty or administration account has been filed, indicating she left no personal estate, nor does complainant know of any personalty left by her. Mamie E. Howard, daughter of Lillie M. Warren, is stated in the Orphans Court proceeding to be the latter's only heir; and the complainant's information and records are that Lillie M. Warren died a widow and had no other children than this respondent.

Vinton T. Bull, Supervisor of Assessments, and Earl Stinchcomb, Assessor, value the realty at $3,750 for land and buildings, and believes sale as an entirety will produce better results than if sold in parts.

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2/8/63 The testimony was filed.

2/19/63 The case will be ready for decree. The decree filed herewith is recommended.

E K Cravens

Examiner And Master

BOOK 147 PAGE 120

ANNE ARUNDEL COUNTY WELFARE BOARD	*	NO. 15,265 EQUITY
Complainant	*	IN THE
vs	*	CIRCUIT COURT
MAMIE ELIZABETH HOWARD	*	FOR
Respondent	*	ANNE ARUNDEL COUNTY

* * * * * * *

D E C R E E

This cause standing ready for hearing and being submitted, the proceedings were read and considered.

It is thereupon this 21st day of February , in the year Nineteen hundred sixty-three by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED: That there is due to the Anne Arundel County Welfare Board from the estate of LILLIE M. WARREN, deceased, the sum of eight thousand, one hundred and thirty dollars and forty-one cents ($ 8,130.41) for Old Age Assistance Benefits and that there are no funds or personal estate of said Mamie Elizabeth Howard with which to pay the same.

And it is further ADJUDGED, ORDERED and DECREED that the property mentioned in these proceedings be sold, and that Marvin H. Anderson be and he is hereby appointed Trustee to make said sale and that the course and manner of his proceedings shall be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland executed by himself with a surety or sureties to be approved by this Court or the Clerk thereof in the penalty of four thousand Dollars ($ 4,000.00) conditioned for the faithful performance of the trust reposed in him by this Decree or which may be reposed in him by any future Order or Decree in the premises.

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Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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He shall then proceed to make the sale after having first given notice by advertisement of the time, place and terms of sale inserted in a newspaper published in this county, at least once in each of three successive weeks, the first publication to be not less than twenty days prior to the sale and the last such publication to be not more than one week prior to the sale and such other notice as he may think proper, the terms of which said sale shall be as follows:

A deposit of Five hundred ($500.00) dollars of the amount of the purchase money to be paid in cash on the day of sale and the balance on the final ratification of such sale by this Court, or all cash at the option of the purchaser or purchasers, any deferred payment to bear interest from the day of sale at the rate of Six Per centum (6%) per annum; and, if not sold at public sale on the day so advertised, the said Trustee shall proceed to make sale or sales at either public or private sale to the best advantage and upon the terms above set forth.

And as soon as may be convenient after any said sale or sales, the Trustee shall return to this Court a full and particular account of the sale, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed. And on ratification of such sale or sales by this Court, and on the payment of the whole purchase money, and not before, the said Trustee, by a good and sufficient deed to be executed and acknowledged, agreeable to law, shall convey to the purchaser or purchasers of said property, and to his, her or their heirs, the property so sold, free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

And the said Trustee shall bring into this Court the money arising from sale sale or sales, and the bonds which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the cost of this suit.

D. Bowie Duckett
JUDGE

LIBER 11 PAGE 566

ANNE ARUNDEL COUNTY WELFARE BOARD	*	NO. 15,265 EQUITY
Plaintiff	*	IN THE
vs	*	CIRCUIT COURT
MAMIE ELIZABETH HOWARD	*	FOR
Respondent	*	ANNE ARUNDEL COUNTY

* * * * * * * * * *

BOOK 147 PAGE 123

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we Marvin H. Anderson of Annapolis, Anne Arundel County, Maryland, as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the Laws of the State of New York are held and firmly bound unto the State of Maryland, in the full and just sum of FOUR THOUSAND ($4,000.00) DOLLARS to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors, or Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 26th day of February in the year of our Lord one thousand and nine hundred sixty-three.

WHEREAS, the above bounden Marvin H. Anderson was appointed Trustee by virtue of a Decree of the Honorable, the Judge of the Circuit Court of Anne Arundel County, dated February 21, 1963, to make sale of the property mentioned in the proceedings in the case of Anne Arundel County Welfare Board, Plaintiff, vs. Mamie Elizabeth Howard, Respondent, known as No. 15,265 Equity now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Marvin H. Anderson does and shall well and faithfully perform the trust reposed in him by said Decree, or that

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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BOOK 147 PAGE 124

LIBER 11 PAGE 567

may be reposed in him by any future Decree or Order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Marvin H. Anderson (SEAL)
Marvin H. Anderson

Signed, Sealed and delivered
in the presence of

NATIONAL SURETY CORPORATION

Myrtle Stevens

by Marvin H. Anderson
Attorney-in-Fact

Bond approved this 26th day of February, 1965

Louis Y. Phipps, Clerk

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BOOK 147 PAGE 125

TRUSTEE'S SALE

of valuable improved property in the Queenstown or Snowdentown section of the Fourth Election District of Anne Arundel County, Maryland, adjoining the property of the Barrett School for Girls.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed in a cause in said Court pending wherein Anne Arundel County Welfare Board is the complainant and Mamie Elizabeth Howard is the respondent, entitled No. 15,265 Equity, the undersigned Trustee will sell at public sale to the highest bidder at the Court House Door, Church Circle, at Annapolis, Maryland, on

TUESDAY, APRIL 2, 1963

At 11:00 o'clock A.M.

All that lot of ground situate in the Fourth Election District of Anne Arundel County, Maryland, at Queenstown or Snowdentown, adjoining the property of the Barrett School for Girls, said to contain 5½ acres, more or less, and being all of the same property which was conveyed from William F. Kuethe and Rose B. Kuethe, his wife, to Thomas C. Warren and Lillie M. Warren, his wife, both now deceased, by deed dated December 20, 1910, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 78, folio 415, and in said deed more fully described by metes and bounds.

Improved by a two-story, four room dwelling.

TERMS OF SALE: Five hundred ($500.00) dollars in cash or by certified check will be required by the purchaser at the time and place of sale, the balance in cash upon ratification of the sale

Maryland Gazette
March 14
March 21
March 28

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by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest at the rate of six per centum (6%) per annum from the date of sale to the date of settlement, or all cash at time of sale. Taxes and public charges to be adjusted to date of sale.

For further particulars apply to the undersigned.

GEORGE W. SCIBLE
Auctioneer

MARVIN H. ANDERSON
Trustee
12 Franklin Street
Annapolis, Maryland

Copy of Trustees' Sale received this 7 day of March, 1963, for the Maryland Gazette.

PER: [illegible]

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ANNE ARUNDEL COUNTY WELFARE BOARD BOOK 147 PAGE 127	*	NO. 15,265 EQUITY
Complainant	*	IN THE
vs	*	CIRCUIT COURT
MAMIE ELIZABETH HOWARD	*	FOR
Respondent	*	ANNE ARUNDEL COUNTY

* * * * * *

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Marvin H. Anderson, Trustee in this case to make sale of the real estate therein mentioned, respectfully shows: That after giving bond with security for the faithful discharge of his trust, as required by said decree, and after giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and by handbills set up at the Court House Door in the City of Annapolis, Maryland, and circulated in said Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House Door, Annapolis, Maryland, on Tuesday, April 2, 1963, at 11:00 o'clock A.M., the time and place so advertised, and then and there proceeded to sell said real estate described as follows: All that lot of ground situate in the Fourth Election District of Anne Arundel County, Maryland, at Queenstown or Snowdentown, adjoining the property of the Barrett School for Girls, said to contain 5¼ acres, more or less, and being all of the same property which was conveyed from William F. Kuethe and Rose B. Kuethe, his wife, to Thomas C. Warren and Lillie M. Warren, his wife, both now deceased, by deed dated December 20, 1910, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 78, folio 415, and in said deed more fully described by metes and bounds. Improved by a two-story, four

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room dwelling, to

JEROME S. MURRAY

for the sum of Three thousand one hundred ($3,100.00) dollars (he) (~~she~~) (~~it~~) (~~they~~) being the highest bidder(~~s~~) for said property.

And your Trustee files herewith as exhibit the agreement of purchaser marked M.H.A. No. 1, with Report of Sale.

The price obtained for the property is fair and reasonable and the ratification of the sale as made is recommended.

All of which is respectfully submitted.

Marvin H. Anderson, Trustee

Marvin H. Anderson, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 2nd day of April, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin H. Anderson, Trustee, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein set forth and that said sale was fairly made.

Witness my hand and seal Notarial.

Rosemond S. Coffin

Rosemond S. Coffin, Notary Public

ANNE ARUNDEL COUNTY BOOK 147 PAGE 129 NO. 15,265 EQUITY
WELFARE BOARD

* IN THE

Complainant

vs * CIRCUIT COURT

MAMIE ELIZABETH HOWARD * FOR

Respondent * ANNE ARUNDEL COUNTY

* * * * *

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 2 day of April, in the year Nineteen hundred sixty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Jerome S. Murray

who made oath in due form of law that (he) (~~she~~) (~~it~~) (~~they~~) (~~is~~) (are) the purchaser(s) of the property described in these proceedings, that at the time (he) (~~she~~) (~~it~~) (~~they~~) purchased the said property (he) (~~she~~) (~~it~~) (~~they~~) (was) (~~were~~) not acting as agent(s) for anyone, that there were no other parties who were interested as principals in the purchase of said property, and that (he) (~~she~~) (~~it~~) (~~they~~) (have) (has) not directly or indirectly discouraged anyone from bidding for the said property.

As witness my hand and seal Notarial.

Hazel D. E. Williams
Notary Public

My Commission Expires
May 6, 1963

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OFFICE OF COUNTY SOLICITOR
LAW DEPARTMENT
Court House
Annapolis, Maryland

BOOK 147 PAGE 130

TRUSTEE'S SALE

OF VALUABLE IMPROVED PROPERTY IN THE QUEENSTOWN OR SNOWDENTOWN SECTION OF THE FOURTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, ADJOINING THE PROPERTY OF THE BARRETT SCHOOL FOR GIRLS.

Under and by virtue of a decree of the Circuit Court of Anne Arundel County, in Equity, passed in a cause in said Court pending wherein Anne Arundel County Welfare Board is the complainant and Mamie Elizabeth Howard is the respondent, entitled No. 15,265 Equity, the undersigned Trustee will sell at public sale to the highest bidder at the Court House Door, Church Circle, at Annapolis, Maryland, on

TUESDAY, APRIL 2, 1963

AT 11 O'CLOCK A. M.

All that a lot of ground situate in the Fourth Election District of Anne Arundel County, Maryland, at Queenstown or Snowdentown, adjoining the property of the Barrett School for Girls, said to contain 5 1/4 acres, more or less, and being all of the same property which was conveyed from William F. Kuethe and Rose B. Kuethe, his wife, to Thomas C. Warren and Lillie M. Warren, his wife, both now deceased, by deed dated December 20, 1910, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 78, folio 415, and in said deed more fully described by metes and bounds.

Improved by a two-story, four room dwelling.

TERMS OF SALE: Five hundred ($500.00) dollars in cash or by certified check will be required by the purchaser at the time and place of sale, the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest at the rate of six per centum (6%) per annum from the date of sale to the date of settlement, or all cash at the time of sale. Taxes and public charges to be adjusted to date of sale.

For further particulars apply to the undersigned.

GEORGE W. SCIBLE
Auctioneer

MARVIN H. ANDERSON
Trustee
92 Franklin Street
Annapolis, Maryland

FILED
1963 APR -2 PM 12:22

AUCTIONEER'S CERTIFICATE

BOOK 147 PAGE 131

I hereby certify that I have this 2nd day of April in the year Nineteen hundred sixty-three sold the property described in the within handbill at and for the sum of $3,100.00/100 to Jerome S. Murray (he) (~~she~~) (~~it~~) being then and there the highest bidder(s) and I further certify that the sale was fairly made.

George W. Scible, Auctioneer

PURCHASER'S AGREEMENT

(I) (~~We~~) _____ hereby certify that (I) (~~We~~) _____ have this 2nd day of April in the year Nineteen hundred sixty-three purchased from Marvin H. Anderson, Trustee, the property described in the advertisement within at and for the sum of $3,100.00/100 and hereby agree to comply with the terms of the sale.

Witness (my) (~~our~~) hand(~~s~~) and seal(~~s~~).

Witness:

Marvin H. Anderson

X Jerome S. Murray (SEAL)

_____ (SEAL)

M.H.A. 1

ORDER NISI

BOOK 147 PAGE 132

ANNE ARUNDEL COUNTY WELFARE BOARD

versus

MAMIE ELIZABETH HOWARD

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,265 Equity

Ordered, this 2nd day of April, 19 63, That the sale of the property in these proceedings mentioned made and reported by Marvin H. Anderson, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 3,100.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Marvin H. Anderson, Atty. For the Maryland Gazette (April 4 Edition)

(Final Order)

ANNE ARUNDEL COUNTY WELFARE BOARD

versus

MAMIE ELIZABETH HOWARD

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 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 -7 PM 3:55

4/1

Trustee's Sale

of valuable improved property in the Queenstown or Snowdentown section of the Fourth Election District of Anne Arundel County, Maryland, adjoining the property of the Barrett School for Girls.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed in a cause in said Court pending wherein Anne Arundel County Welfare Board is the complainant and Mamie Elizabeth Howard is the respondent, entitled No. 15,265 Equity, the undersigned Trustee will sell at public sale to the highest bidder at the Court House Door, Church Circle, at Annapolis Maryland, on

Tues., April 2, 1963 at 11:00 o'clock A.M.

All that lot of ground situate in the Fourth Election District of Anne Arundel County, Maryland, at Queenstown or Snowdentown, adjoining the property of the Barrett School for Girls, said to contain 5¼ acres, more or less, and being all of the same property which was conveyed from William F. Kuethe and Rose B. Kuethe, his wife, to Thomas C. Warren and Lillie M. Warren, his wife, both now deceased, by deed dated December 20, 1910, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 78, folio 415, and in said deed more fully described by metes and bounds.

Improved by a two-story, four room dwelling.

TERMS OF SALE: Five hundred ($500.00) dollars in cash or by certified check will be required by the purchaser at the time and place of sale, the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest at the rate of six per centum (6 per cent) per annum from the date of sale to the date of settlement, or all cash at time of sale. Taxes and public charges to be adjusted to date of sale.

For further particulars apply to the undersigned.

MARVIN H. ANDERSON
Trustee
92 Franklin Street
Annapolis, Maryland
GEORGE W. SCIBLE
Auctioneer

M-28

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 133

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 10, 1963

We hereby certify, that the annexed

Trustee's Sale

Mamie Elizabeth Howard

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 April, 1963. The first insertion being made the 14th day of March, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tulghsman

FILED
1963
APR 15 AM 9:39

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,265 Equity
ANNE ARUNDEL COUNTY WELFARE BOARD
Versus
MAMIE ELIZABETH HOWARD

Ordered, this 2nd day of April, 1963, That the sale of the property in these proceedings mentioned made and reported by Marvin H. Anderson, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $3,100.00

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 147 PAGE 134

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 25, 1963

We hereby certify, that the annexed Order Nisi Sale Eq. 15,265 Mamie Elizabeth Howard

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. Tilghman

No. M.G. 34888

43

BOOK 147 PAGE 135

In the Case of

Anne Arundel County Welfare Board

vs.

Mamie Elizabeth Howard

In the

Circuit Court

For

Anne Arundel County

No. 15,265 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 14 PM 3:44 FILED

All of which is respectfully submitted.
June 14, 1963

John H. Hopkins Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 2nd day of July, 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

FILED

1963 JUL -2 PM 4:32

Dr. Anne Arundel County Welfare Board vs Mamie Elizabeth Howard

In Acct. with Marvin H. Anderson, Trustee

Cr.

1963						
April	2	Proceeds of Sale	3,100	00		
		Interest on deferred payment of 2600.00 from 4/2/63 to 5/31/63	25	64	3,125	64
					3,125	64
		To Trustee for Commissions, viz:	123	77	123	77
		To Trustee for Court Costs, viz:				
		Plaintiffs Solicitors Appearance Fee	10	00		
		Clerk of Court - Court Costs	74	50		
		Joseph W. Alton, Jr., - Sheriffs Fee	1	45		
		William R. Huggins - Sheriffs Fee	1	25		
		Emanuel Klawans - Examiners Fee	10	00		
		Irene Hazel - Stenographers Fee	12	00		
		Auditor - Stating this Account	22	50	131	70
		To Trustee for expenses, viz:				
		Capital-Gazette Press - Advertising Sale	63	00		
		Capital-Gazette Press - Order nisi, Sale	15	00		
		Whitmore Printing Co. - Handbills	17	50		
		National Surety Corp. - Bond Premium	16	00		
		George W. Scible - Auctioneer Fee	50	00		
		Register of Wills - Open Court Costs	16	00		
		1962 County and State Taxes	40	06		
		1963 County and State Taxes - adj. (39.53) 1/1/63 to 4/2/63	11	73		
		Vinton T. Bull & Earl Stinchcomb-Appraisers Fee	30	00		
		One half Cost Documentary Stamps	5	77		
		L.N.Phipps,Clk.-Recording Release of Mortgage	3	50		
		Rosemond S. Coffin - Notary Fee		50		

	Myrtle Sturm - Notary Fee		50		
	Marian B. Stockett - Notary Fee		50	270	06
	To Anne Arundel County Welfare Board				
	this balance on account of Claim Filed	2,600	11	2,600	11
				3,125	64

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.		
	:	ANNE ARUNDEL COUNTY
EVERETT HORACE HEROLD AND MARIA WALBURGA HEROLD, HIS WIFE	:	(In Equity) No. 15,404 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 Everett Horace Herold and Maria Walburga Herold, his wife to Baltimore Federal Savings and Loan Association, dated September 25th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1154 folio 246.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1963 JAN 29 AM 9:09

VA Form VB4-6318 (Home Loan) Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

BOOK 147 PAGE 139
LIBER 1154 PAGE 246

MARYLAND

No. 15, 404
Equity

MORTGAGE

THIS MORTGAGE, made this 25th day of September, A. D. 19 57, by and between EVERETT HORACE HEROLD and MARIA WALBURGA HEROLD, his wife,

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

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of FOURTEEN THOUSAND SIX HUNDRED Dollars ($14,600.00), 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 the said Mortgagee, in Baltimore City Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Seventy-three and 98/100ths Dollars ($73.98), commencing on the first day of November, 19 57, 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~~ September 24, 1987 ~~xxx~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 15, Block E, as laid out and shown on plat entitled, "Blossom Hills, Section 1 Amended and Section 2" dated May 1955, by James D. Hicks and Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 28 folio 37.

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

FILED

1963 JAN 29 AM 9:09

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

16—40890-8

2

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

Refrigerator - - - $200.00
Washer - - - - - - - $140.00
Dryer - - - - - - - $135.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5

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.

Everett Horace Herold [SEAL]
Everett Horace Herold

[SEAL]

Maria Walburga Herold [SEAL]
Maria Walburga Herold

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: LIBER 1154 PAGE 250

I HEREBY CERTIFY, That on this 25th day of September, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Everett Horace Herold and Maria Walburga Herold, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their respective act.

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

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

John R. Holland Jr.
Notary Public.

JOHN R. HOLLAND, JR.

Rec'd for record Sept. 26 1957 at 2:25 P.M.
Mailed to The Colonial Title Guarantee Co.

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

Application No. 45673
Filed by GSP
Approved by Examiner
Ready for record

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

EVERETT HORACE HEROLD AND
MARIA WALBURGA HEROLD,
HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

EVERETT HORACE HEROLD AND

MARIA WALBURGA HEROLD, HIS WIFE

BOOK 147 PAGE 143 IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,404

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Everett Horace Herold and Maria Walburga Herold, his wife** to **Baltimore Federal Savings and Loan Association**

dated the **25th** day of **September** 1957, and recorded among the Land Records of **Anne Arundel** County in Liber G.T.C. No. 1154 Folio 246 .

Amount of Mortgage	$14,600.00
Less - amount paid on principal	618.71
	13,981.29
Plus - interest to 12/14/62	339.08
	14,320.37
Less - balance in expense account	37.52
	14,282.85

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **24th** 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 29 AM 9:09

Clara M. Link

Clara M. Link Notary Public

Plaintiff's Exhibit 'B' BOOK 147 PAGE 144

mgh/s

CERTIFICATE FOR USE UNDER SOLDIERS' AND SAILORS' CIVIL RELIEF ACT

TO ALL WHOM IT MAY CONCERN:

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

Herold, Everett Horace RA 13 072 432 (see reverse side)

CERTIFICATE A ☒ — The above named individual is currently in the Military Service of the United States Army.

DATE AND PLACE OF ENTRY INTO SERVICE	GRADE ON ENTRY
29 Apr 57 for six (6) years at Fort Richardson, Alaska	Sergeant First Class
HOME ADDRESS AT TIME OF ENTRY	**CURRENT MONTHLY BASE PAY**
2115 Sidney Avenue, Baltimore, Maryland	$ 370.00

CURRENT GRADE AND DUTY ASSIGNMENT: Master Sergeant United States Army Chemical Research and Development Laboratory, Army Chemical Center, Edgewood, Maryland

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

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

CERTIFICATE C ☐ — The above named individual(s) is/are not currently in the Military Service of the United States Army.

CERTIFICATE D ☐ — The above named individual(s) has/have not been in the Military Service of the United States Army since 27 August 1940.

CERTIFICATE E ☐ — The above named individual(s) was/were not in the Military Service of the United States Army from to

REMARKS

CERTIFICATION

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

GIVEN AT ☒ WASHINGTON, D.C., ☐ ST. LOUIS, MO., OFFICE OF THE ADJUTANT GENERAL, THIS 16th DAY OF January, ONE THOUSAND NINE HUNDRED AND sixty-three.

C. H. Mueller

ADJUTANT GENERAL

TO:
Callahan and Calwell
Baltimore Federal Building
Fayette and St. Paul Streets
Baltimore 2, Maryland

FILED
1963 FEB 13 PM 2:34

TAGO FORM 1 APR 61 183 — REPLACES EDITION OF 1 OCT 50, WHICH IS OBSOLETE. — GPO 910602

BOOK 147 PAGE 145

WALTER S. CALWELL, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
EVERETT HORACE HEROLD and MARIA WALBURGA HEROLD, his wife	*	In Equity
	*	No. 15,404

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Walter S. Calwell, Attorney Named in Mortgage, Plaintiff, in this cause, by his Solicitors, Callahan and Calwell, respectfully represents:

1. That Everett Horace Herold and Maria Walburga Herold, his wife, the Defendants herein are now the record title owners of fee simple property situate in Anne Arundel County, known as 105 Park Avenue, having purchased said property by deed dated September 25, 1957 from Old Orems Building and Development Corporation and duly recorded among the Land Records of Anne Arundel County, for the purchase price of $14,900.00, part of which purchase price was financed by a purchase money mortgage for $14,600.00, executed, dated and delivered on September 25, 1957 to Baltimore Federal Savings and Loan Association and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1154 folio 246, and filed among the papers in this cause as "Plaintiff's Exhibit 'A'".

2. That said mortgage is in default for the non-payment of monthly payments of principal, interest and property expense due under said mortgage from July, 1962 to February, 1963, a period of eight months, representing a total arrearage of $776.00, and the present unpaid principal indebtedness due on said mortgage is $14,282.85, and the said property has been abandoned by the Defendants and the security of said mortgage is therefore in jeopardy of deterioration and vandalism.

3. That payment of said mortgage was guaranteed by the Veterans Administration under the provisions of the Servicemens' Readjustment Act of 1944, as amended, the benefits of which Act were made available to Everett

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Horace Herold, one of the Defendants herein, as an eligible war veteran, and that in connection with said default, the Baltimore Federal Savings and Loan Association, as present holder of the aforesaid mortgage, has filed a Notice of Intention to Foreclose with the Veterans Administration under the guaranty issued by the Veterans Administration on said mortgage, in connection with the claim procedure of the Veterans Administration, and the Veterans Administration has established the basis for proceeding with said foreclosure for the purpose of minimizing loss by the Veterans Administration incident to their guaranty of said mortgage.

4. That foreclosure proceedings on the aforementioned mortgage were instituted on January 29, 1963 in this Honorable Court, and there has been filed with the Clerk, as "Plaintiff's Exhibit 'A'" therein, the original mortgage aforementioned.

5. That the said Everett Horace Herold, RA 13 072 432, whose rank is Master Sergeant, is now in the Military Service of the United States Army, stationed with United States Army Chemical Research and Development Laboratory, Army Chemical Center, Edgewood, Maryland, and that Everett Horace Herold was in the Military Service of the United States Army on September 25, 1957, the date on which, as aforesaid, he executed and delivered the aforementioned mortgage to Baltimore Federal Savings and Loan Association, and the said Everett Horace Herold is not, therefore, entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940 as to preclude continuance of foreclosure of the aforesaid mortgage. A Certificate for use under the Soldiers' and Sailors' Civil Relief Act of 1940, certified by the direction of the Adjutant General of the Army, evidencing said facts is filed with this Petition, as a part hereof, marked "Plaintiff's Exhibit 'B'", and there is also filed with this Petition a Military Affidavit, as required under the aforementioned Act, setting forth the fact that the said Everett Horace Herold is in the military service of the United States.

6. That an act of Congress known as the "Soldiers' and Sailors' Civil Relief Act of 1940, as amended , "U. S. Code, Title 50", required consideration and authorization by this Honorable Court for continuance of the foreclosure proceedings instituted in this case.

BOOK 147 PAGE 147

WHEREFORE, your Petitioner requests this Honorable Court to pass an order appointing an Attorney to represent the Defendants in these proceedings and requiring the Defendants to show cause why these proceedings should not be continued, and to grant such other or further orders or relief as this cause may require.

AND AS IN DUTY BOUND, ETC.

Walter S. Calwell

Walter S. Calwell, Attorney Named in Mortgage, Petitioner

Callahan and Calwell, Solicitors

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 8th day of February, 1963, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared Walter S. Calwell, Attorney named in Mortgage, Petitioner, and made oath in due form of Law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link

Clara M. Link, Notary Public

ORDER

It is this 13th day of February, 1963, Ordered and Decreed by the Circuit Court for Anne Arundel County (In Equity) that Richard E. Anderson be and is hereby appointed as Attorney to represent the Defendants herein, and it is hereby further Ordered and Decreed that foreclosure proceedings in the instant case be continued unless cause be shown to the contrary on or before the 14th day of March, 1963, provided a copy of this Petition and Order be served on the Defendants or on Richard E. Anderson, Attorney for the Defendants on or before the 27th day of February, 1963.

Judge

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1963 FEB 13 PM 2:43

10

WALTER S. CALWELL, Attorney Named in Mortgage

vs.

EVERETT HORACE HEROLD and MARIA WALBURGA HEROLD, his wife

* IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
In Equity

No. 15,404

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 8th day of February, 1963, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared Walter S. Calwell and made oath in due form of Law that Everett Horace Herold, one of the Defendants against whom these foreclosure proceedings are instituted, is in the Military Service of the United States, and that Maria Walburga Herold, his wife, one of the Defendants against whom these foreclosure proceedings are instituted, is not in the Military Service of the United States, or of any Nation allied with the United States, that she has not been ordered to report for induction under the Selective Training and Service Act of 1940, that she is not a member of the Enlisted Reserve Corps, and has not been ordered to report for service therein, and that the Affiant's sources of information were from private sources, and upon certification of the Adjutant General of the Army.

Walter S. Calwell

Walter S. Calwell, Affiant

Subscribed and sworn to before me this 8th day of February, 1963.

Clara M. Link

Clara M. Link, Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

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1963 FEB 13 PM 2:43

BOOK 147 PAGE 149

WALTER S. CALWELL, Attorney Named in Mortgage	*	NO. 15,404 EQUITY
	*	IN THE
vs		
	*	CIRCUIT COURT
EVERETT HORACE HEROLD and MARIA WALBURGA HEROLD, his wife	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * *

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Richard G. Anderson, Attorney for the Defendants in this cause, and respectfully answers as follows:

1. That he was appointed by order of this Honorable Court on the 13th day of February 1963 to represent the said Defendants and that he was served with a copy of the Order so appointing him on the 19th day of February, 1963.

2. That immediately thereafter he advised the Defendants, Everett Horace Herold and Maria Walburga Herold, his wife, of these proceedings by registered mail, return receipt requested, copies of these letters being attached hereto, and that he has received the return receipts, copies of which are also attached as evidence thereof.

3. That the Defendant, Maria Walburga Herold, has orally communicated with him, but that the Defendant, Everett Horace Herold, has not answered the aforesaid letter nor has his Attorney had any communication with him.

4. That, thereafter, during the course of a subsequent communication with the Defendant, Maria Walburga Herold, she advised that the Defendant, Everett Horace Herold, had departed this earth on or about March 11, 1963.

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

FILED
1963 MAR 13 PM 2:18

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1963 MAR 13 PM 2:18

12

5. That, in answer to the first paragraph of the petition, the Defendant, Maria Walburga Herold, says that she and her husband conveyed the property in these proceedings, known as 105 Park Avenue, by deed dated June 14, 1962, to Joann E. Arenz, said deed being recorded on June 26, 1962, among the Land Records of Anne Arundel County in Liber G.T.C. No. 1573, folio 404, and that they are not now the record title owners in fee simple of this property.

6. That, in answer to the second, third, fourth, fifth, and sixth paragraphs of said petition, the Defendants neither admit nor deny the allegations contained therein, having no knowledge thereof, but submit their rights to the decision of this Honorable Court.

And, as in duty bound, etc.

Richard G. Anderson
Richard G. Anderson
Attorney for Defendants

I hereby certify that on this 13th day of March, 1963, I mailed a copy of the aforegoing Answer to Walter S. Calwell, Attorney Named in Mortgage, Petitioner, Callahan & Calwell, Baltimore Federal Building, Fayette & St. Paul Streets, Baltimore 2, Maryland.

Richard G. Anderson
Richard G. Anderson

13

BOOK 147 PAGE 151

February 19, 1963

Master Sergeant Everett Horace Herold
United States Army Chemical Research &
Development Laboratory
Army Chemical Center
Edgewood, Maryland

In Re: 105 Park Avenue, Anne Arundel Co., Md.

Dear Sergeant Herold:

I have been appointed by the Circuit Court for Anne Arundel County to represent your interest in the foreclosure proceedings now pending in that Court concerning the above referenced property which you mortgaged to the Baltimore Federal Savings & Loan Association on September 25, 1957. Unless this property is redeemed or you have a defense to the foreclosure proceedings this property will be sold by the Attorney named in the mortgage to satisfy the outstanding obligation under the mortgage.

If you have a defense to these proceedings or you plan to redeem, please communicate with me at once. Also, if you have no objections to these proceedings continuing, please notify me to that effect immediately.

Your immediate reply is urgently solicited so that I can offer any defense that you might have or I can file your consent if you have no objection.

Yours very truly

Richard G. Anderson

#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 be filled in)
Master Sgt. Everett Horace Herold
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED
ADDRESS WHERE DELIVERED (only if requested in item #1)
13
14
CSS-18-71848-4 GPO

February 19, 1963

Mrs. Maria W. Herold
c/o Master Sgt. Everett Horace Herold
United States Army Chemical Research &
Development Laboratory
Army Chemical Center
Edgewood, Maryland

In Re: 105 Park Avenue, Anne Arundel Co., Md.

Dear Mrs. Herold:

I have been appointed by the Circuit Court for Anne Arundel County to represent your interest in the foreclosure proceedings now pending in that Court concerning the above referenced property which you mortgaged to the Baltimore Federal Savings & Loan Association on September 25, 1957. Unless this property is redeemed or you have a defense to the foreclosure proceedings this property will be sold by the Attorney named in the mortgage to satisfy the outstanding obligation under the mortgage.

If you have a defense to these proceedings or you plan to redeem, please communicate with me at once. Also, if you have no objections to these proceedings continuing, please notify me to that effect immediately.

Your immediate reply is urgently solicited so that I can offer any defense that you might have or I can file your consent if you have no objection.

Yours very truly

Richard C. Anderson

#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 OF NAME OF ADDRESSEE (must always be filled in)

Mrs. Maria W. Herold

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: 2-21-63

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

15

BOOK 147 PAGE 153

WALTER S. CALWELL, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
		FOR
vs.	*	
		ANNE ARUNDEL COUNTY (In Equity)
EVERETT HORACE HEROLD and MARIA WALBURGA HEROLD, his wife	*	
		No. 15,404
	*	

ORDER

The Defendants, Everett Horace Herold and Maria Walburga Herold, his wife, having failed to show cause as required by the Order of this Court, dated February 13, 1963, although it appears that a copy was served on Richard G. Anderson, Attorney appointed by this Court, and the said Attorney having filed his Answer showing no reason why the proceedings should not be continued and the cause having been submitted and the Court having read and considered the Petition, Exhibits, Affidavit and Answer:

It is this 19th day of March, 1963, Ordered and Decreed by the Circuit Court for Anne Arundel County that Walter S. Calwell, Attorney named in Mortgage, Petitioner, is hereby granted leave to continue and to proceed with the foreclsoure proceedings in this cause, and the said Walter S. Calwell, Attorney named in Mortgage, be and he is hereby authorized to exercise the power of sale contained in the Mortgage filed in these proceedings.

George Sachse
Judge

APPROVED:

Richard G. Anderson
Richard G. Anderson,
Attorney for Defendants

FILED
1963 MAR 19 AM 9:03

16

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 Everett Horace Herold and Maria Walburga Herold, his wife to Baltimore Federal Savings and Loan Association, dated September 25th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1154 folio 246 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., April 24th, 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. 15, Block E, as laid out and shown on plat entitled, ed and Section 2" dated May 1955, ed and Section2" dated May 1955, by James D. Hicks and Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 28 folio 37, known as No. 105 Park Avenue, situate on the easterly side of Park Avenue, third house north of Belle of Georgia Avenue.

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

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

The improvements consist of a 1 story frame dwelling, containing 5 rooms, 1 bath, forced warm air gas fired heat.

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

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

A-18

No 17

OFFICE 15,404 Equity

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 134

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 20, 1963

We hereby certify, that the annexed

Attorney's Sale

Everett Horace Herold

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 22th day of March, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 APR 22 PM 3.19

By A. Wilgus

Equity 15404

Mortgagee and Attorney's Bond.

1-369

BOOK 12 PAGE 29

BOOK 147 PAGE 155

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 0466-0274-0683-63

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 FOURTEEN THOUSAND, THREE HUNDRED AND NO/100 ($14,300.00) - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 19th day of April 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 Everett Horace Herold and Maria Walburga Herold, his wife, to Baltimore Federal Savings & Loan Association bearing date the 25th day of September nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1154, Folio 246, and

is about to sell the land and premises described in said Mortgage, 105 Park Ave., Anne Arundel 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. Fink
XXXXX
WITNESS:

S. Alvey
S. Alvey

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

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1963 APR 23 AM 10:42

Bond approved this 23rd day of April, 1963

Louis N. Phipps, Clerk

18

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	**ANNE ARUNDEL COUNTY**
EVERETT HORACE HEROLD AND MARIA WALBURGA HEROLD, HIS WIFE	:	(In Equity) - **No. 15,404**
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **September 25th, 1957 and recorded among the Land Redords of Anne Arundel County in Liber G.T.C. No. 1154 folio 246** from said **Everett Horace Herold and Maria Walburga Herold, 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 **24th** day of **April, 1963** at **3.30 P.M.**, attend on the premises and then and there sold the **fee simple** property situate, lying and being in **Anne Arundel** County

being known and designated as Lot No. 15, Block E, as laid out and shown on Plat entitled "Blossom Hills, Section 1, Amended and Section 2", dated May 1955, by James D. Hicks and Associates, Registered Surveyors, and recorded among the Land Records of Anne Arundel County in Plat Book No. 28 folio 37, the improvements whereon are now known as No. 105 Park Avenue; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1963 APR 26 AM 10:19

19

LLAHAN 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 Everett Horace Herold and Maria Walburga Herold, his wife to Baltimore Federal Savings and Loan Association, dated September 25th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1154 folio 246 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., April 24th, 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. 15, Block E, as laid out and shown on plat entitled, ed and Section 2" dated May 1955, ed and Section2" dated May 1955, by James D. Hicks and Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 28 folio 37, known as No. 105 Park Avenue, situate on the easterly side of Park Avenue, third house north of Belle of Georgia Avenue.

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

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

The improvements consist of a 1 story frame dwelling, containing 5 rooms, 1 bath, forced warm air gas fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneer A-18

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Thirteen Thousand two Hundred ($13,200.00) Dollars, in fee simple, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **25th** 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 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

23

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
EVERETT HORACE HEROLD AND MARIA WALBURGA HEROLD, HIS WIFE	:	In Equity - No. 15,404

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 24th day of April, 19 63, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City 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 it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property

mentioned in the said Report of Sale.

BALTIMORE FEDERAL S. & L. ASS'N.

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

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1963 APR 26 AM 10:19

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Notary Public

21

ORDER NISI

BOOK 147 PAGE 159

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

EVERETT HORACE HEROLD AND MARIA WALBURGA HEROLD, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,404 Equity

Ordered, this 26th day of April, 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 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 $ 13,200.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty.
(Final Order)

FOR: MARYLAND GAZETTE May 2nd Edition

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

EVERETT HORACE HEROLD AND MARIA WALBURGA HEROLD, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th 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 Dudley

JUDGE.

FILED

1963 JUN -5 AM 10:24

2 2

BOOK 147 PAGE 160

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,404 Equity

WALTER S. CALWELL, Attorney Named in Mortgage
versus
EVERETT HORACE HEROLD and MARIA WALBURGA HEROLD, his wife

Ordered, this 26th day of April, 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 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 $13,200.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 27, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,404

Everett Horace Herold

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. Tulghman

FILED

1963 MAY 27 PM 2:35

No. M.C. 29723

23

BOOK 147 PAGE 161

In the Case of

WALTER S. CALWELL, Attorney named in Mortgage

VS.

EVERETT HORACE HEROLD &

MARIA WALBURGA HEROLD, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,404 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 JUN 20 PM 4:00

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 8th day of July, 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: Alice Jankowski, deputy

FILED
1963 JUL -8 AM 11:59

24

Dr.

Mortgaged Real Estate of Everett Horace Herold & Maria Walburga Herold, his wife

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

				Cr.
By	Amount of Sale, as per Attorney's Report of Sale fd		13,200 00	
By	Interest, 6%, on deferred payment $12,700.00 from 4/24/63 to 6/6/63		96 80	
				13,296 80
To	Attorney, for fee, viz:	50 00		
To	Attorney, for commission, viz:	426 00		
			476 00	
To	Attorney, for Court Costs, viz:			
	Plaintiff's Solicitor appearance fee	10 00		
	Defendant's Solicitor appearance fee	10 00		
	Clerk, Court Costs	42 50		
	William R. Huggins, Sheriff costs	1 45		
	Richard G. Anderson, Counsel fee as per Order of Court 4/5/63	50 00		
	Auditor, this Account	22 50		
			136 45	
To	Attorney, for expenses, viz:			
	Capital-Gazette Press, Inc., Adv. & Nisi-Sale	90 24		
	New Amstersdam Casualty Co. - bond	57 20		
	E.T. Newell & Co. Inc. - Auctioneer's fee	35 00		
	Notary fees	1 25		
	Adjustment, real estate taxes, 1/1/63 to 4/24/63	66 12		
			249 81	
To	Baltimore Federal Savings & Loan Assoc., Mortgagee on account of Mortgage claim	12,434 54		
			12,434 54	
				13,296 80
	Balance due on Mortgage, as per claim filed	14,282 85		
	Interest, 4½%, on principal balance, $13,943.77 from 12/15/62 to 7/2/63	354 30		
		14,637 15		
	Credit amount allowed above	12,434 54		
	This amount subject to decree in personam	2,202 61		

BOOK 147 PAGE 163

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
GRAFTON OTIS STICKLES AND MILDRED OLGA STICKLES, HIS WIFE	:	(In Equity)

No. 15,472 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 Grafton Otis Stickles and Mildred Olga Stickles, his wife to Baltimore Federal Savings and Loan Association, dated September 28th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1335 folio 226.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1963 MAR 18 AM 9:51

VA Form VB4-6318 (Home Loan) May 1967. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

BOOK 147 PAGE 164
BOOK 1335 PAGE 226

MARYLAND

No. 15,492 Equity

MORTGAGE

THIS MORTGAGE, made this 28th day of September, A. D. 1959, by and between GRAFTON OTIS STICKLES and MILDRED O. STICKLES, his wife

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

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of FOURTEEN THOUSAND TWO HUNDRED FIFTY and 00/100ths Dollars ($ 14,250.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one-fourth per centum (5 1/4 %) per annum until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Seventy-eight and 69/100ths Dollars ($ 78.69), commencing on the first day of November, 1959, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 1989. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 3, Block B, as shown on a Plat entitled "Revised Record Plat No. 1 and 2, /Hammarlee Estates," which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 30, folio 63. The improvements thereon being known as No. 204 Sunset Drive.

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

FILED

1963 MAR 18 AM 9:51

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

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BOOK 147 PAGE 165

BOOK 1335 PAGE 227

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Twenty ($120.00) Dollars payable half-yearly on the 28th days of March and September in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

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

Grafton Otis Stickles [SEAL]
Grafton Otis Stickles

[SEAL]

Mildred Olga Stickles [SEAL]
Mildred O. Stickles

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1335 PAGE 230

I HEREBY CERTIFY, That on this 28th day of September, 19 59, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ Balto County aforesaid, personally appeared Grafton Otis Stickles and Mildred O. Stickles, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

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

Maurice F. Mackey Jr.
Notary Public.

11.00

Rec'd for record Sept 29, 1959, at 11.54 A.M.
Mailed to The Colonial Title Guarantee

Recorded by med
Examined by
Compared for Record M. Sm.
Recording No. 52090

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
GRAFTON OTIS STICKLES AND
MILDRED OLGA STICKLES, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

MILITARY AFFIDAVIT

Docket folio
No. 15,492 Equity

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **15th** day of **March** 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 Defendant**s, Grafton Otis Stickles and Mildred Olga Stickles, 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** h**ave** 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 h**ave** not been ordered to report for service therein,

and that the Affiant's sour**ce** 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 MAR 18 AM 9:51

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

GRAFTON OTIS STICKLES AND

MILDRED O. STICKLES, HIS WIFE

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 15492 Equity

BOOK 1947 PAGE 169

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of **Baltimore Federal Savings and Loan Association** under the mortgage from **Grafton Otis Stickles and Mildred Olga Stickes, his wife** to **Baltimore Federal Savings and Loan Association** dated the **28th** day of **September** 19 **59**, and recorded among the Land Records of **Anne Arundel** County in Liber **G.L.B.** No. **1335** Folio **226** .

Amount of Mortgage	**$14,250.00**
Less - amount paid on principal	**615.64**
	13,634.36
Plus - interest to 3/7/63	**371.83**
	14,006.19
Less - balance in expense account	**133.04**
	13,873.15

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **15th** 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 the City of Baltimore, personally appeared **Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association** holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

FILED

1963 MAR 18 AM 9:51

WITNESS my hand and Notarial Seal.

Clara M. Link

Clara M. Link Notary Public

7

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 Grafton Otis Stickles and Mildred O. Stickles, his wife to Baltimore Federal Savings and Loan Association, dated September 28th, 1959 and recorded among the Land Records of Baltimore County in Liber G.T.C. No. 1335 folio 226 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., April 24th, 1963
at 3:00 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 Hammarlee Estates, off Furnace Branch Road — Glen Burnie Section, and described as follows:

BEING known and designated as Lot No. 3, Block B, as shown on a Plat entitled "Revised Record Plat No. 1 and 2, Hammarlee Estates," which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 30, folio 63. The improvements thereon being known as No. 204 Sunset Drive.

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

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

No. 8

The improvements consist of a frame and brick veneer split level type dwelling, containing 6 rooms (3 bedrooms), 1 bath, forced warm air gas fired heat, and a carport.

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

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

A-18

OFFICE 15,452 Equity

BOOK 147 PAGE 170

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 22, 1963

We hereby certify, that the annexed

Attorney's Sale

Grafton Otis Stickles

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 H. Tilghman

Equity 15482

Mortgagee and Attorney's Bond. 1-369

BOOK 12 PAGE 30

BOOK 147 PAGE 171

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 0466-0274-0684-63

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 THIRTEEN THOUSAND, NINE HUNDRED AND NO/100 ($13,900.00) - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 19th day of April 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 Grafton Otis Stickles and Mildred O. Stickles, his wife, to Baltimore Federal Savings & Loan Association bearing date the 28th day of September nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1335, Folio 226, and

204 Sunset 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. Funk

WITNESS:

S. Alvey

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 23rd day of April, 1963

Lewis N. Phipps, Clerk

1963 APR 23 AM 10:42

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
GRAFTON OTIS STICKLES AND MILDRED O. STICKLES, HIS WIFE	:	(In Equity) - No. 15,491
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated September 28th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1335 folio 226 from said Grafton Otis Stickles and Mildred O. Stickles, 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 24th day of April, 1963 at three P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 3, Block B, as shown on a Plat entitled "Revised Record Plat No. 1 and 2, Hammarlee Estates" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 30 folio 63, the improvements whereon are known as No. 204 Sunset Drive; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED

1963 APR 26 AM 10:19

10

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 Grafton Otis Stickles and Mildred O. Stickles, his wife to Baltimore Federal Savings and Loan Association, dated September 28th, 1959 and recorded among the Land Records of Baltimore County in Liber G.T.C. No. 1335 folio 226 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wed., April 24th, 1963 at 3:00 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 Hammarlee Estates, off Furnace Branch Road — Glen Burnie Section, and described as follows:

BEING known and designated as Lot No. 3, Block B, as shown on a Plat entitled "Revised Record Plat No. 1 and 2, Hammarlee Estates," which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 30, folio 63. The improvements thereon being known as No. 204 Sunset Drive.

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

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

The improvements consist of a frame and brick veneer split level type dwelling, containing rooms (3 bedrooms), 1 bath. forced warm air gas fired heat, and a carport.

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

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

A-18

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Thirteen Thousand four Hundred ($13,400.00) Dollars, subject to the payment of an annual ground rent of $120.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **25th** 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 S. Calwell, **Attorney Named in the Mortgage** and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link, Notary Public

11

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
GRAFTON OTIS STICKLES AND MILDRED O. STICKLES, HIS WIFE	:	ANNE ARUNDEL COUNTY Equity No. 15,492

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 24th day of April, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL S. & L. ASS'N.

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

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

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Clara M. Link
Notary Public

12

ORDER NISI

BOOK 147 PAGE 175

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

GRAFTON OTIS STICKLES AND MILDRED O. STICKLES, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,492 Equity

Ordered, this 26th day of April, 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 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 $ 13,400.00

Louis N. Phipps, Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty. FOR: MARYLAND GAZETTE May 2nd Edition

(Final Order)

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

GRAFTON OTIS STICKLES AND MILDRED O. STICKLES, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th 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.

FILED

1963 JUN -5 AM 10:24

3

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,492 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
versus
GRAFTON OTIS STICKLES and MILDRED O. STICKLES, his wife

Ordered, this 26th day of April, 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 bebefore 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 $13,400.00.

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 147 PAGE 176

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 27, 1963

We hereby certify, that the annexed Order Nisi Sale Eq 15,492 Grafton Otis Stickles, 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 THE CAPITAL-GAZETTE PRESS, INC.

1963 MAY 27 PM 2:35

14. No. M.G. 29724

By H. Tilghman

BOOK 147 PAGE 177

In the Case of

WALTER S. CALWELL, Attorney named in Mortgage

VS.

GRAFTON OTIS STICKLES &

MILDRED OLGA STICKLES, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,492 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 JUN 20 PM 4:00

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 8th day of July, 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: Alice Jaskowska, deputy

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1963 JUL -8 AM 11:59

15

91

Dr.

Mortgaged Real Estate of Grafton Otis Stickles &
Mildred Olga Stickles, his wife

BOOK 147 PAGE 178

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

Cr.

By	Amount of Sale, as per Attorney's Report of Sale fd			13,400	00		
By	Interest, 6%, on deferred payment $12,900.00 from						
	4/24/63 to 6/6/63			98	26		
						13,498	26
To	Attorney, for fee, viz:	50	00				
To	Attorney, for commission, viz:	432	00				
				482	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	92	00				
	New Amstersdam Casualty Co. - bond	55	60				
	E.T. Newell & Co. Inc. - Auctioneer's fee	35	00				
	Notary fees	1	25				
	Adjustments:						
	Ground Rent from 3/28/63 to 4/24/63	8	68				
	Real Estate taxes from 1/1/63 to 3/28/63	52	82				
				245	35		
To	Baltimore Federal Savings & Loan Assoc., Mortgagee						
	on account of Mortgage claim	12,710	41				
				12,710	41		
						13,498	26
	Balance due on Mortgage, as per claim filed	13,873	15				
	Interest, 5¼%, on principal balance, $13,501.32,						
	from 3/8/63 to 7/2/63	224	49				
		14,097	64				
	Credit amount allowed above	12,710	41				
	This amount subject to decree in personam	1,387	23				

BOOK 147 PAGE 179

In the Matter of the	:	No. 15,487	Equity
Mortgaged Real Estate of	:	In the Circuit Court	
Capt. Kidd's, Inc., a body	:	for	
corporate	:	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 147 PAGE 180
BOOK 1288 PAGE 566

4271

No. 15,487 Equity

This Mortgage,

made this 16TH day of April in the year one thousand nine hundred and fifty-nine, between

CAPT. KIDD'S, INC., a body corporate 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

TWENTY FIVE THOUSAND DOLLARS ----------($25,000.00)

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 TWO HUNDRED ELEVEN DOLLARS ----------($211.00) 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 Eighth Elect. Dist., Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same at an iron pipe found at the beginning of the North 82° 09' West, 217.25 ft. line of the conveyance by Robert T. Franklin to Theodore S. Grape by deed dated May 10, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 843, Folio 377; thence leaving said beginning point so fixed and running with said line as now surveyed and with the northern side of a driveway leading to the Leitch residence, North 82° 00' West, 217.45 ft. to an iron pipe there found; thence leaving the outlines and running across the whole tract, South 8° 00' West, 1053.90 ft. to intersect the South 75° 59' 30" East, 1330.66 ft. line of the whole tract to be conveyed to Franklin Kidd; thence running with part of said line South 75° 59' 30" East, 269.61 ft. to an iron pipe set in a marsh; thence running with said marsh and Tracey's Creek, North 0° 09' West, 118.82 ft. to the westernmost line of the conveyance by Annie S. Leitch to Edna S. Allison and Conrad B. Allison, her son, by deed dated January 5, 1943 and recorded among said Land Records in Liber JHH 273, Folio 285, as now fenced, North 7° 53' 30" East, 274.92 ft. to a fence corner; thence running with said conveyance and also with the conveyance by Thomas Leitch to Edna S. Allison by deed dated November 5, 1921 and recorded in Liber WNW 52, Folio 24, South 81° 55' 40" East, 258.16 ft. to the shore line of Tracey's Creek; thence leaving said Allison lot and running with the said Shore line, North 2° 44' 30" East, 240.51 ft.; North 16° 55' West, 231.07 ft.; North 49° 18' East, 248.22 ft., and North 14° 18' West, 180.54 ft. to the southernmost line of the

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conveyance by Ralph Leitch and wife to James O'Brien, Jr. and wife by deed dated December 23, 1949 and recorded in Liber JHH 551, Folio 574, South 84° 36' West, 238.66 ft. to the said conveyance by Franklin to Grape; thence running with said conveyance, South 39° 37' West, 67.35 ft. to the place of beginning. Containing 10.27 acres of land, more or less, according to a survey and plat made by Edward Hall, III & Associates, Registered Land Surveyors in June 1955, subject to a right of way for ingress and egress as mentioned in the deed by Thomas Leitch to Edna Allison, dated November 5, 1921 and recorded in Liber WNW 52, Folio 24.

BEING a part of the property conveyed to the within-named Mortgagor by Ralph Leitch and Margaret E. Leitch, his wife, by deed dated July 13, 1955 and recorded among the said Land Records in Liber G.T.C. 945, Folio 171.

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 itself, its successors, 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).

CAPT. KIDD'S, INC.

WITNESS:

Norwood A. Wieneke

NORWOOD A. WIENEKE

By: Franklin F. Kidd, Jr. (SEAL)
Franklin F. Kidd, Jr.,
President

..... (SEAL)

..... (SEAL)

CAPT. KIDD'S, INC. CORPORATION MARYLAND SEAL

5

BOOK 147 PAGE 183

BOOK 1288 PAGE 569

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 16TH day of April, in the year one thousand, nine hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Franklin F. Kidd, Jr., President of Capt. Kidd's, Inc., the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) is subscribed to the within Mortgage, and acknowledged that he executed the same for the purposes therein contained, and also he acknowledged the foregoing Mortgage to be the act of the said Mortgagor. 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.

1000 Norwood A. Wieneke

NORWOOD A. WIENEKE
NOTARY PUBLIC

My Commission expires 5/4/59

Rec'd for record April 17 1959 at 2:53 P.M.
Mailed to Wm. W. Townshend, Jr.

27.50

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

MORTGAGE
FROM
Capt. Kidd's, Inc.

TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 995 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber 8881
No. ..... folio ..... &c. one of the Land Records of Anne Arundel County ..... and examined per ..... Clerk.
Cost of Record $ 1000

BOOK 147 PAGE 184

In the Matter of the	: No. 15,487	Equity
Mortgaged Real Estate of	:	In the Circuit Court
Capt. Kidd's, Inc., a body	:	for
corporate	:	Anne Arundel County
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Capt. Kidd's, Inc., a body corporate, to Loyola Federal Savings and Loan Association (formerly United Federal), dated April 16, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1288, Folio 566.		$25,000.00
Less total amount paid on account of principal.	$4,113.74	
Less credit expense account	292.50	
	$4,406.24	4,406.24
		$20,593.76
Plus interest to April 10, 1963. . . .	$ 34.80	
Plus interest to May 15, 1963	121.80	
	$156.60	156.60
		$20,750.36

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 11th 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

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BOOK 147 PAGE 185 No. 15,487 Equity

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

ANNAPOLIS, MARYLAND

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

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Capt. Kidd's, Inc., a body corporate, dated April 16th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1288, Folio 566, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

WEDNESDAY, APRIL 10, 1963

at 11:00 o'clock A.M.

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

BEGINNING for the same at an iron pipe found at the beginning of the North 82° 09' West, 217.25 ft. line of the conveyance by Robert T. Franklin to Theodore S. Grape by deed dated May 10, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 843, Folio 377; thence leaving said beginning point so fixed and running with said line as now surveyed and with the northern side of a driveway leading to the Leitch residence, North 82° 00' West, 217.45 ft. to an iron pipe there found; thence leaving the outlines and running across the whole tract, South 8° 00' West, 1053.90 ft. to intersect the South 75° 59' 30" East, 1330.66 ft. line of the whole tract to be conveyed to Franklin Kidd; thence running with part of said line, South 75° 59' 30" East, 269.61 ft. to an iron pipe set in a marsh; thence running with said marsh and Tracey's Creek, North 0° 09' West, 118.82 ft. to the westernmost line of the conveyance by Annie S. Leitch to Edna S. Allison and Conrad B. Allison, her son, by deed dated January 5, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 273, Folio 285, as now fenced, North 7° 53' 30" East, 274.92 ft. to a fence corner; thence running with said conveyance and also with the conveyance by Thomas Leitch to Edna S. Allison by deed dated November 5, 1921 and recorded in Liber W.N.W. 52, Folio 24, South 81° 55' 40" East, 258.16 ft. to the shore line of Tracey's Creek; thence leaving said Allison lot and running with the said shore line, North 2° 44' 30" East, 240.51 ft.; North 16° 55' West, 231.07 ft.; North 49° 18' East, 248.22 ft., and North 14° 18' West, 180.54 ft. to the southernmost line of the conveyance by Ralph Leitch and wife to James O'Brien, Jr. and wife by deed dated December 23, 1949 and recorded in Liber J.H.H. 551, Folio 574, South 84° 36' West, 238.66 ft. to the said conveyance

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by Franklin to Grape; thence running with said conveyance, South 39° 37' West, 67.35 ft. to the place of beginning. Containing 10.27 acres of land, more or less, according to a survey and plat made by Edward Hall, III & Associates, Registered Land Surveyors in June 1955, subject to a right of way for ingress and egress as mentioned in the deed by Thomas Leitch to Edna Allison, dated November 5, 1921 and recorded in Liber W.N.W. 52, Folio 24.

BEING a part of the property conveyed to Capt. Kidd's, Inc., a body corporate, by Ralph Leitch and Margaret E. Leitch, his wife, by deed dated July 13, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 945, Folio 171.

The above property consists of a marina with one hundred twenty-five (125) boat slips, ready for use, travel-lift well, double launching ramp. This marina is one of the best protected areas on the Chesapeake Bay, located on Route 256, Tracey's Creek, near Deale, Maryland. The property is also improved by a two story, seven room and bath dwelling.

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

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

- -

The Maryland Gazette - March 14th, 21st, 28th, and April 4th, 1963

Please send twenty-five handbills.

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LIBER 11 PAGE 598 BOOK 147 PAGE 187

The Pennsylvania Insurance Company

15,487 Equity

A STOCK COMPANY

BOND NO. 45 03 98

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 THIRTY THOUSAND AND NO/100 ($30,000.00) - 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 1st day of April, 1963.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Capt. Kidd's, Inc., a body corporate, to the Loyola Federal Savings and Loan Association, bearing date on or about the 16th day of April, 1959, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1288, Folio 566, 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, Jr.
Ralph G. Viehman, Jr.
Attorney-in-fact

Bond approved this 2 day of April, 1963
Louis N. Phipps, Clerk

FILED
1963 APR -2 AM 11:27

9

Form 24 S831

8-61

WILLIAM W. TOWNSHEND, JR.
Attorney
Towns-Worth Building, S...n 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 Capt. Kidd's, Inc., a body corporate, dated April 16th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1288, Folio 566, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

Wed., April 10, 1963 at 11:00 o'clock A.M.

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

BEGINNING for the same at an iron pipe found at the beginning of the North 82 degrees 09' West, 217.25 ft. line of the conveyance by Robert T. Franklin to Theodore S. Grape by deed dated May 10, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 843, Folio 377; thence leaving said beginning point so fixed and running with said line as now surveyed and with the northern side of a driveway leading to the Leitch residence, North 82 degrees 00' West, 217.45 ft. to an iron pipe there found; thence leaving the outlines and running across the whole tract, South 8 degrees 00' West, 1053.90 ft. to intersect the South 75 degrees 59' 30" East, 1330.66 ft. line of the whole tract to be conveyed to Franklin Kidd; thence running with part of said line, South 75 degrees 59' 30" East, 269.61 ft. to an iron pipe set in a marsh; thence running with said marsh and Tracey's Creek, North 0 degrees 09' West, 118.82 ft. to the westernmost line of the conveyance by Annie S. Leitch to Edna S. Allison and Conrad B. Allison, her son, by deed dated January 5, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 273, Folio 285, as now fenced, North 7 degrees 53' 30" East, 274.92 ft. to a fence corner; thence running with said conveyance and also with the convevance by

63

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10

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 188

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 10, 1963

We hereby certify, that the annexed

Attorney's Sale

Capt. Kidd's, Inc.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of April, 1963. The first insertion being made the 14th day of March, 1963.

FILED 1963 APR 15 AM 9:39

CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Thomas Leitch to Edna S. Allison by deed dated November 5, 1921 and recorded in Liber W.N.W. 52, Folio 24, South 81 degrees 55' 40" East, 258.16 ft. to the shore line of Tracey's Creek; thence leaving said Allison lot and running with the said shore line, North 2 degrees 44' 30" East, 240.51 ft.; North 16 degrees 55' West, 231.07 ft.; North 49 degrees 18' East, 248.22 ft., and North 14 degrees 18' West, 180.54 ft. to the southernmost line of the conveyance by Ralph Leitch and wife to James O'Brien, Jr. and wife by deed dated December 23, 1949 and recorded in Liber J.H.H. 551, Folio 574, South 84 degrees 36' West, 238.66 ft. to the said conveyance by Franklin to Grape; thence running with said conveyance, South 39 degrees 37' West, 67.35 ft. to the place of beginning. Containing 10.27 acres of land, more or less, according to a survey and plat made by Edward Hall, III & Associates, Registered Land Surveyors in June 1955, subject to a right of way for ingress and egress as mentioned in the deed by Thomas Leitch to Edna Allison, dated November 5, 1921 and recorded in Liber W.N.W. 52, Folio 24.

BEING a part of the property conveyed to Capt. Kidd's, Inc., a body corporate, by Ralph Leitch and Margaret E. Leitch, his wife, by deed dated July 13, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 945, Folio 171.

The above property consists of a marina with one hundred twenty-five (125) boat slips, ready for use, travel - lift well, double launching ramp. This marina is one of the best protected areas on the Chesapeake Bay located on Route 256, Tracey's Creek, near Deale, Maryland. The property is also improved by a two story, seven room and bath dwelling.

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

A3

BOOK 147 PAGE 190 Equity 15487

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 Capt. Kidd's, Inc., a body corporate, dated April 16th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1288, Folio 566, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

WEDNESDAY, APRIL 10, 1963

AT 11:00 O'CLOCK A.M.

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

BEGINNING for the same at an iron pipe found at the beginning of the North 82° 09' West, 217.25 ft. line of the conveyance by Robert T. Franklin to Theodore S. Grape by deed dated May 10, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 843, Folio 377; thence leaving said beginning point so fixed and running with said line as now surveyed and with the northern side of a driveway leading to the Leitch residence, North 82° 00' West, 217.45 ft. to an iron pipe there found; thence leaving the outlines and running across the whole tract, South 8° 00' West, 1053.90 ft. to intersect the South 75° 59' 30" East, 1330.66 ft. line of the whole tract to be conveyed to Franklin Kidd; thence running with part of said line, South 75° 59' 30" East, 269.61 ft. to an iron pipe set in a marsh; thence running with said marsh and Tracey's Creek, North 0° 09' West, 118.82 ft. to the westernmost line of the conveyance by Annie S. Leitch to Edna S. Allison and Conrad B. Allison, her son, by deed dated January 5, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 273, Folio 285, as now fenced, North 7° 53' 30" East, 274.92 ft. to a fence corner; thence running with said conveyance and also with the conveyance by Thomas Leitch to Edna S. Allison by deed dated November 5, 1921 and recorded in Liber W.N.W. 52, Folio 24, South 81° 55' 40" East, 258 16 ft. to the shore line of Tracey's Creek; thence leaving said Allison lot and running with the said shore line, North 2° 44' 30" East, 240.51 ft.; North 16° 55' West, 231.07 ft.; North 49° 18' East, 248.22 ft., and North 14° 18' West, 180.54 ft. to the southernmost line of the conveyance by Ralph Leitch and wife to James O'Brien, Jr. and wife by deed dated December 23, 1949 and recorded in Liber J.H.H. 551, Folio 574, South 84° 36' West, 238.66 ft. to the said conveyance by Franklin to Grape; thence running with said conveyance, South 39° 37' West, 67.35 ft. to the place of beginning. Containing 10.27 acres of land, more or less, according to a survey and plat made by Edward Hall, III & Associates, Registered Land Surveyors in June 1955, subject to a right of way for ingress and egress as mentioned in the deed by Thomas Leitch to Enda Allison, dated November 5, 1921 and recorded in Liber W.N.W. 52, Folio 24.

BEING a part of the property conveyed to Capt. Kidd's Inc., a body corporate, by Ralph Leitch and Margaret E. Leitch, his wife, by deed dated July 13, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 945, Folio 171.

The above property consists of a marina with one hundred twenty-five (125) boat slips, ready for use, travel-lift well, double launching ramp. This marina is one of the best protected areas on the Chesapeake Bay, located on Route 256, Tracey's Creek, near Deale, Maryland. The property is also improved by a two story, seven room and bath dwelling.

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

For further particulars, apply to:

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

FILED
1963 APR 15 PM 3:36

BOOK 147 PAGE 192

Annapolis, Maryland
April 10, 1963

I hereby certify that I have this tenth day of April, 1963, sold the property described on the reverse hereof unto J. A. Laporte, Inc., a body corporate

at and for the sum of ONE HUNDRED THIRTY THOUSAND DOLLARS ($130,000.00)

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

Robert H. Campbell

I/we hereby certify that I/we have this tenth day of April 1963, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of ONE HUNDRED THIRTY THOUSAND DOLLARS ($130,000.00)

and I/we hereby agree to comply with the terms of sale.

J. A. LAPORTE, INC.

J. A. Laporte Inc

By Neil MacDonald Pres.

Neil MacDonald, President

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1963 APR 15 PM 3:36

12

BOOK 147 PAGE 193

In the Matter of the	:	No. 15,487 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Capt. Kidd's, Inc., a body	:	for
corporate	:	Anne Arundel County
	:	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify, that on this 10th day of April 1963, before the subscriber, a Notary Public of the State of Maryland, Anne Arundel County, personally appeared

the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) it was not acting as an agent for anyone; (2) there are no others 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.

J. A. Laporte Inc.
By Neil MacDonald Pres (SEAL)
Neil MacDonald, President
3600 S 4 Mile Run Dr.
Arlington Va. (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

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1963 APR 15 PM 3:36

13

In the Matter of the	: No. 15487	Equity
Mortgaged Real Estate of	:	In the Circuit Court
Capt. Kidd's, Inc., a body	:	for
corporate	:	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 Capt. Kidd's, Inc., a body corporate, dated April 16th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1288, Folio 566, 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 10, 1963, at 11:00 o'clock A.M., and then and there sold the said property to J. A. Laporte, Inc., at and for the sum of ONE HUNDRED THIRTY THOUSAND DOLLARS ($130,000.00), it 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 Eighth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at an iron pipe found at the beginning of the North 82° 09' West, 217.25 ft. line of the conveyance by Robert T. Franklin to Theodore S. Grape by deed dated May 10, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 843, Folio 377; thence leaving said beginning point so fixed

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1963 APR 15 PM 3:35

14

and running with said line as now surveyed and with the northern side of a driveway leading to the Leitch residence, North 82° 00' West, 217.45 ft. to an iron pipe there found; thence leaving the outlines and running across the whole tract, South 8° 00' West, 1053.90 ft. to intersect the South 75° 59' 30" East, 1330.66 ft. line of the whole tract to be conveyed to Franklin Kidd; thence running with part of said line, South 75° 59' 30" East, 269.61 ft. to an iron pipe set in a marsh; thence running with said marsh and Tracey's Creek, North 0° 09' West, 118.82 ft. to the westernmost line of the conveyance by Annie S. Leitch to Edna S. Allison and Conrad B. Allison, her son, by deed dated January 5, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 273, Folio 285, as now fenced, North 7° 53' 30" East, 274.92 ft. to a fence corner; thence running with said conveyance and also with the conveyance by Thomas Leitch to Edna S. Allison by deed dated November 5, 1921 and recorded in Liber W.N.W. 52, Folio 24, South 81° 55' 40" East, 258.16 ft. to the shore line of Tracey's Creek; thence leaving said Allison lot and running with the said shore line, North 2° 44' 30" East, 240.51 ft.; North 16° 55' West, 231.07 ft.; North 49° 18' East, 248.22 ft., and North 14° 18' West, 180.54 ft. to the southernmost line of the conveyance by Ralph Leitch and wife to James O'Brien, Jr. and wife by deed dated December 23, 1949 and recorded in Liber J.H.H. 551, Folio 574, South 84° 36' West, 238.66 ft. to the said conveyance by Franklin to Grape; thence running with said conveyance, South 39° 37' West, 67.35 ft. to the place of beginning. Containing 10.27 acres of land, more or less, according to a survey and plat made by Edward Hall, III & Associates, Registered Land Surveyors in June 1955, subject to a right of way for ingress and egress as mentioned in the deed by Thomas Leitch to Edna Allison dated November 5, 1921 and recorded in Liber W.N.W. 52, Folio 24.

BEING a part of the property conveyed to Capt. Kidd's, Inc., a body corporate, by Ralph Leitch and Margaret E. Leitch, his wife, by deed dated July 13, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 945, Folio 171.

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

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in mortgage

15

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 10th 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

16

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CAPT. KIDD'S, INC., a body corporate

~~XXXXX~~

BOOK 147 PAGE 197

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,487 Equity

Ordered, this 15th 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 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 $ 130,000.00

Test: Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

Wm.W. Townshend, Jr. Atty. Maryland Gazette (for Apr. 18 edition
(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CAPT. KIDD'S, INC., a body corporate

~~XXXXX~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st 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.

George Sachse
JUDGE.

FILED

1963 MAY 22 AM 10:51

17

BOOK 147 PAGE 198

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,487 Equity

In the matter of the Mortgaged Real ESTATE OF CAPT. KIDD'S, INC. a body corporate

Ordered, this 15th 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 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 $130,000.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

M-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 10, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,487

Estate of Capt Kidd's, Inc

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of May, 1963. The first insertion being made the 18th day of April, 1963.

FILED

1963 MAY 14 PM

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 34951

18

BOOK 147 PAGE 199

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
CAPT. KIDD's INC., a body corporate

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,487 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 28 PM 2:53

All of which is respectfully submitted.
May 28, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 13th 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: C. Tolliver, deputy

FILED
1963 JUN 13 AM 9:18

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CAPT. KIDD'S INC., a body corporate

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

					Cr.	
1963						
April	10	Proceeds of Sale	130,000	00		
		Interest on deferred payment of $129,250.00				
		from 4/10/63 to 5/27/63	998	58	130,998	58
		Refund 1963 County & State taxes (680.15)				
		from 4/10/63 to 12/31/63	420	44	420	44
					131,419	02
		To Attorney for fee, viz:	100	00		
		To Attorney for Commissions, viz:	2,000	00	2,100	00
		To Attorney for Court Costs, viz:				
		Plaintiffs' solicitors appearance fee	10	00		
		Clerk of Court - Court costs	36	50		
		Auditor - stating this account	40	00	86	50
		To Attorney for expenses, viz:				
		Capital Gazette Press - advertising sale	127	76		
		Capital Gazette Press - Order nisi, sale	15	00		
		Speer Publications - Handbills	17	00		
		Robert H. Campbell - auctioneer fee	1,300	00		
		Pennsylvania Ins. Co. - Bond premium	520	00		
		One-half cost documentary stamps	214	50		
		Dorothy P. McNew - notary fees	1	50	2,195	76
		To Attorney for claims filed -				
		Loyola Federal Savings & Loan Assn.				
		In full claim filed - First Mortgage	20,750	36		
		Interest on principal balance of $20,593.76 from 5/15/63 to 6/13/63 - 29 days @ 6%	98	36	20,848	72

	Loyola Federal Savings & Loan Assn.				
	In full claim filed - Second Mortgage	2,806	50		
	Interest on principal balance of $2,747.02 from 4/10/63 to 6/13/63 - 64 days @ 6%	28	84	2,835	34
	J. A. LaPorte, Incorporated				
	In full mortgage claim filed	73,500	00		
	Interest on principal balance of $73,500.00 from 5/3/63 to 6/13/63 - 41 days @ 6%	493	92	73,993	92
	E.A.Crandell and J.O. Crandell, Inc.				
	Judgement claim No. A-8695 Law	12,873	24		
	Interest on Judgment balance of $12,873.24 from 4/10/63 to 6/13/63 - 64 days @ 6%	135	17	13,008	41
	Louis N. Phipps, Clerk - costs No.A8695 Law	20	90	20	90
	To Capt. Kidd's Inc. - this surplus	16,329	47	16,329	47
				131,419	02

BOOK 147 PAGE 202

H. Allen Mezger, Assignee	*	IN THE
	*	CIRCUIT COURT
vs	*	
	*	OF
Willie Fields and		
	*	ANNE ARUNDEL COUNTY
Wilma Fields, his wife		
	*	Equity No. 14929

* * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H. Allen Mezger, Assignee

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

FILED

1962 APR -4 AM 9:32

bln

BOOK 147 PAGE 203

10146 PAGE 259

No. 14929

LIBER 1040 PAGE 30

RECORDATION TAX ACT OF 1947 $5.50 $5.50

THIS MORTGAGE, Made this 8th day of June - - - - , in the year one thousand nine hundred and fifty-six , between WILLIE FIELDS and WILMA FIELDS, his wife - - - - - - - - - - - - - , of the City of Baltimore , in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Eleven Thousand ($11,000.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Ninety-three ($93.00) Dollars - - - - - - - - - - - commencing on the tenth - - - day of July - -, 1956, and on the tenth - - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

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

do grant, convey and assign unto the said mortgagee, its successors and assigns, all those - - -lots of ground situate and lying in the City of Baltimore and in

the Third Election District of Anne Arundel County, Maryland - - - - - - - - - -

- - - - - - - - - - - - - - - - - - , and described as follows:

916

BEGINNING for the first on the West side of Hanover Street at the distance of One Hundred Seventy-two (172) feet North from the Northwest corner of Hamburg and Hanover Street and running thence Northerly binding on the West side of Hanover Street Fourteen (14) feet; thence Westerly parallel to Henrietta Street Ninety (90) feet; thence Southerly parallel to Hanover Street Fourteen (14) feet and thence Easterly parallel to Henrietta Street Ninety (90) feet to the place of beginning. The improvements thereon being known as No. 922 South Hanover Street.

BEING the same lot of ground which by Deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Baltimore City, was granted and conveyed by Victor Posner Foundation, Inc., to the within named mortgagors.

UNLOCATED

BEGINNING for the second at a pipe set North Twenty-one (21) degrees Forty-four (44) minutes West Four Hundred Seventy and Eighty-five One-hundredths (470.85) feet from a pipe found, said pipe being Three and five-tenths (3.5) feet, South Seventy (70) degrees Forty-one (41) minutes West, from a stone in the road at the end of the South Twenty-one (21) degrees Forty-four (44) minutes East Fourteen Hundred Twelve and Thirty-five One-hundredths (1412.35) feet line of the conveyance from Fred Obrecht and wife to Thomas Allen Tydings by deed recorded in J.H.H. No. 344, folio 483, thence from said pipe South Seventy (70) degrees Twenty-five (25) minutes West Four Hundred Seventy-eight and Fifteen One-hundredths (478.15) feet to a stone found, said stone being the Southeast corner of the land of Francis Washington, thence North Twenty-one (21) degrees Forty-four (44) minutes West Three Hundred Sixty-five and Thirty-five One-hundredths (365.35) feet to an iron pipe found; thence North Seventy (70) degrees Twenty-five (25) minutes East Four Hundred Seventy-eight and Fifteen One-hundredths (478.15) feet to a pipe set on the South Twenty-one (21) degrees Forty-four (44) minutes East Fourteen Hundred Twelve and Thirty-five One-hundredths (1412.35) foot line of the above mentioned conveyance; thence South Twenty-one (21) degrees Forty-four (44) minutes East Three Hundred Sixty-five and Thirty-five One-hundredths (365.35) feet to the point of beginning.. Containing in all Four and One One-hundredth (4.01) acres of land, more or less.

BEING the same lot of ground which by Deed dated September 29th, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 871, folio 529, was granted and conveyed by Florence Elizabeth Tydings et al, to the within named mortgagors.

FILED

1962 APR -4 AM 9:32

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COUNSELLORS AT LAW
BALTIMORE 1, MD.

2

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

TO HAVE AND TO HOLD the said lots of ground and premises unto the said mortgagee, its successors and assigns, subject, to the payment of an annual ground rent of $45.50 payable half-yearly on the first days of June and December in each and every year, as to the firstly described lot of ground; in fee simple, subject, however, to restrictions of record, as to the secondly described lot of ground.

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its suocessors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

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BALTIMORE 1, MD.

LIBER 1040 PAGE 32

cessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly -

on or before the tenth - - - - - - - - - - - - - - - - day of each and every month the sum of Thirty-one ($31.00) Dollars - for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the here mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagor (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) that after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defeund itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, their duly constituted 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

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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LIBER 1040 PAGE 33

sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the City & / County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

WITNESS the hands and seals of the said mortgagors. LIBER 1040 PAGE 34

Witness:

Betty Lou Vogt

Betty Lou Vogt

Willie Fields (SEAL)

Willie Fields

Wilma Fields (SEAL)

Wilma Fields

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 8th day of June - - -, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Willie Fields and Wilma Fields, his wife - - - -

known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer - - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Betty Lou Vogt

Betty Lou Vogt Notary Public

My Commission Expires May 6th, 1957.

BETTY LOU VOGT NOTARY PUBLIC BALTIMORE COUNTY, MD.

Rec'd for record June 27 1956 at 2.13 P.M.
Mailed to Mezger & Mezger

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

REC'D FOR RECORD JUN 15 1956 11 26 A M. & RECORDED IN THE LAND RECORDS OF BALTIMORE CITY, LIBER M.L.P. 10146 PAGE 259 M. LUTHER PITTMAN, CLERK

3

BOOK 147 PAGE 207 BALTIMORE, MARYLAND

FOR VALUE RECEIVED, the Arundel Federal Savings and Loan Association of Baltimore City hereby assigns the within mortgage unto H. Allen Mezger, Assignee, for the purpose of foreclosure.

IN TESTIMONY WHEREOF, the said body corporate has caused these presents to be executed by John P. Helmer, its President, and its corporate seal hereto affixed this 13th day of July, 1959.

ATTEST:

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

E. Jane Rusinek

By: John P. Helmer

E. Jane Rusinek

John P. Helmer, President

5M—3-51.

SHORT ASSIGNMENT

OF MORTGAGE

FROM

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

TO

H. ALLEN MEZGER, ASSIGNEE

Third Election District,
Anne Arundel County

Received for Record 19

at o'clock M. Same day

recorded in Liber No.

Folio etc., one of the Anne Arundel Records of County, and examined

Per

Clerk.

FILED

10 50

1959 JUL 15 AM 9 00

& RECORDED IN LIBER G.L.C.

NO. 1049 FOLIO 34

BOOK 147 PAGE 208

H. Allen Mezger, Assignee

VS

Willie Fields and

Wilma Fields, his wife

IN THE

CIRCUIT COURT

-OF-

ANNE ARUNDEL COUNTY

Equity No. 14929

Folio 182

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 11,000.00
Less - Total amount paid on account of Principal	$ 3772.86	
Less - Credit Expense Account	158.44	3,931.30
Net Balance	$ 3931.30	$ 7,068.70
Plus accumulated interest to April 30th, 1962 (with interest thereafter at rate of 6% per annum)		36.14
Total Amount of Mortgage Indebtedness		$ 7,104.84

ARUNDEL FEDERAL SAVINGS & LOAN
ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke, Jr.
Treasurer

Henry C. Bourke, Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this - 3rd - day of April in the year nineteen hundred and sixty-two, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City the ~~Mortgagee~~ in the above entitled cause and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

Gary S. Wase - - - Notary Public

My Commission Expires May 6th, 1963.

GARY S. WASE NOTARY PUBLIC BALTIMORE, MD.

FILED

1962 APR -4 AM 9:32

7

H. Allen Mezger, Assignee BOOK 147 PAGE 209

VS

Willie Fields and

Wilma Fields, his wife

IN THE

CIRCUIT COURT

-OF-

ANNE ARUNDEL COUNTY

Equity No. 14929

AMENDED

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 11,000.00
Less - Total amount paid on account of Principal	$ 3926.79	
Less - Credit Expense Account	93.16	4,019.95
Net Balance	$ 4019.95	$ 6,980.05 ✓
Plus accumulated interest to January 31st, 1963 (with interest thereafter at rate of 6% per annum)		35.37
Total Amount of Mortgage Indebtedness		$ 7,015.42

ARUNDEL FEDERAL SAVINGS & LOAN
ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke Jr.
Treasurer

Henry C. Bourke, Jr.

STATE OF MARYLAND, COUNTY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this - 7th - 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 County of Baltimore, personally appeared Henry C. Bourke, Jr., the Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City the Mortgagee in the above entitled cause and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

Joseph J. Slimline, Jr.
Notary Public

My Commission Expires : May 6th, 1963.

FILED
1963 JAN -9 AM 11:31

BOOK 147 PAGE 210

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

H. Allen Mezger,

Assignee

vs.

Willie Fields and

Wilma Fields, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

EQUITY NO. 14929

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association of Baltimore City ---------- and made oath in due form of law that he ~~(she)~~ knows the defendant herein, and that to the best of his ~~(her)~~ information, knowledge and belief

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

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

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

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

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: John P. Helmer, President

John P. Helmer, President *Affiant.*

Subscribed and sworn to before me this 24th day of January, 1963

Joseph J. Blimline Jr.
Notary Public

Joseph J. Blimline, Jr.

My commission expires: May 6th, 1963.

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

FILED

1963 JAN 30 AM 9:11

No. 14,939 Equity

Jud. 14042.

Assignee's BOND

BOOK 147 PAGE 211

No 90-776627-J

LIBER 11 PAGE 545

Know all Men by these Presents:

THAT WE H. Allen Mezger

of 200 West Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven Thousand One Hundred and No/100 ($7,100.00) - - - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 25th *day of* January *in the year of our Lord nineteen hundred and* sixty-three.

WHEREAS, the above bounden H. Allen Mezger an assignment of *by virtue of/a power contained in mortgage from* WILLIE FIELDS AND WILMA FIELDS, HIS WIFE *to* ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

dated June 8, 1956 *and recorded in Liber* GTC *No* 1040 *folio* 30 *etc., one of the Land Record Books of* Anne Arundel County, Maryland *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger by assignment of power *is about to execute the power vested in him/in said mortgage;*

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Joyce W. Waltemeyer

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Elsie C. Evans, Attorney-in-Fact.

ATTEST: Barbara Berberich (Witness as to Surety)

Bond approved this 30th day of January 1963

Louis N. Phipps, Clerk

FILED

1963 JAN 30 AM 9:11

10

H. Allen Mezger, Assignee

vs.

Willie Fields and

Wilma Fields, his wife

BOOK 147 PAGE 212

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity NO. 14929

* * * * * * * * * *

CERTIFICATION

WE HEREBY CERTIFY, that on the -1st- day of February - - - , 19 63, we sold at public auction for the highest price obtainable to Julius Robinson ----------

the property described as follows: BEGINNING for the second at a pipe set North Twenty-one (21) degrees Forty-four (44) minutes West Four Hundred Seventy and Eighty-five One-hundredths (470.85) feet from a pipe found, said pipe being Three and five-tenths (3.5) feet, South Seventy (70) degrees Forty - one (41) minutes West, from a stone in the road at the end of the South Twenty-one (21) degrees Forty-four (44) minutes East Fourteen Hundred Twelve and Thirty-five One-hundredths (1412.35) feet line of the conveyance from Fred Obrecht and wife to Thomas Allen Tydings by deed recorded in J.H.H. No. 344, folio 483, thence from said pipe South Seventy (70) degrees Twenty-five (25) minutes West Four Hundred Seventy-eight and Fifteen One-hundredths (478.15) feet to a stone found, said stone being the Southeast corner of the land of Francis Washington, thence North Twenty-one (21) degrees Forty-four (44) minutes West Three Hundred Sixty-five and Thirty-five One - hundredths 478.15) feet to a pipe set on the South Twenty-one (21) degrees Forty-four (44) minutes East Fourteen Hundred Twelve and Thirty-five One-hundredths (1412.35) foot line of the above mentioned conveyance; thence South Twenty-one (21) degrees Forty-four (44) minutes East Three Hundred Sixty-five and Thirty-five One-hundredths (365.35) feet to the point of beginning. Containing in all Four and One One-hundredth (4.01) acres of land, more or less.

at and for the price of Eight Thousand Nine Hundred ($8,900.00) Dollars.

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

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

By: John M. Miller, Jr. - - - - President

I/We, the undersigned, hereby certify:
That I/We purchased the above described property at and for the price of $8900.00

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

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

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

AS WITNESS our hand and seals this - 1st - day of February - - -, 19 63 .

Julius Robinson (SEAL)

(SEAL)

1963 FEB -5 PM 12:57 FILED

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

I HEREBY CERTIFY, That on this - 1st - day of February - - - - , 1963 , before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOHN M. MILLER, JR., President of E. T. Newell & Co., Inc., and Julius Robinson --------

who made oath in due form of law that the matters and facts set forth above are true to their best knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Joseph J. Blimline, Jr. - Notary Public

My Commission Expires: May 6, 1963 .

BOOK 147 PAGE 214

H. Allen Mezger,	*	IN THE
Assignee	*	CIRCUIT COURT
VS	*	FOR
Willie Fields and	*	ANNE ARUNDEL COUNTY
Wilma Fields, his wife	*	Equity No. 14929

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE Report of Sale of H. Allen Mezger, Assignee, of the mortgage from Willie Fields and Wilma Fields, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

THAT under and by virtue of the power of sale contained in said mortgage dated June 8th, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1040, folio 30, which mortgage was duly assigned on July 15, 1959, to the undersigned Assignee for the purpose of foreclosure, to make sale of the property therein described in case of default and default having occurred thereunder, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in "The Maryland Gazette", a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Assignee, did, pursuant of said notice, on Friday, February 1st, 1963, at 2:45 o'clock p.m., attend on the premises and then and there sold at public auction, all that lot of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Julius Robinson and Dora Robinson, his wife, who was then and there the highest bidder, at and for the sum of Eight Thousand Nine Hundred ($8900.00) Dollars, of which a deposit of Eight Hundred Ninety ($890.00) Dollars was made at time of sale, balance of the purchase price to bear interest at the rate of 6% per annum to be paid upon ratification of said sale and all expenses to be ad-

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

12

justed to date of sale.

H. Allen Mezger,
Assignee

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 4th day of February, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared H. Allen Mezger, Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Joseph J. Blimline, Jr.
Notary Public

My commission expires May6th, 1963.

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

13

ORDER NISI

BOOK 147 PAGE 216

H. ALLEN MEZGER, ASSIGNEE

versus

WILLIE FIELDS AND

WILMA FIELDS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,929 Equity

Ordered, this 5th day of February, 1963, That the sale of the property in these proceedings mentioned made and reported by H. Allen Mezger, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of March next.

The report states that the amount of sale was $ 8,900.00

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

H. ALLEN MEZGER, ATTY.
(Final Order)

FOR: MARYLAND GAZETTE Feb. 7th Edition

H. ALLEN MEZGER, ASSIGNEE

versus

WILLIE FIELDS AND

WILMA FIELDS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 12th day of March, 1963 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O'Brien Duckett JUDGE.

FILED

1963 MAR 13 AM 10: 30

14

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

Assignee's Mortgage Sale

Of Valuable Fee Simple Residential Property

IMPROVED WITH A FRAME dwelling, seven rooms and bath, containing Four and One One-Hundredths (4.01) acres of land, off Marley Neck Road near Marley, Third Election District, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgage dated June 8th, 1956, from Willie Fields and Wilma Fields, his wife, said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1040, folio 30, and by mesne assignments thereof recorded at the foot of the aforesaid mortgage, the undersigned as Assignee, will offer for sale at public auction on the premises on;

Friday, Feb. 1st, 1963, at 2:45 o'clock p. m.

the following described property:

BEGINNING for the second at a pipe set North Twenty-one (21) degrees Forty-four (44) minutes West Four Hundred Seventy and Eighty-five One-hundredths (470.-85) feet from a pipe found, said pipe being Three and five-tenths (3.5) feet, South Seventy (70) degrees Forty - one (41) minutes West, from a stone in the road at the end of the South Twenty-one (21) degrees Forty-four (44) minutes East Fourteen Hundred Twelve and Thirty-five One-hundredths (1412.35) feet line of the conveyance from Fred Obrecht and wife to Thomas Allen Tydings by deed recorded in J.H.H. No. 344, folio 483, thence from said pipe South Seventy (70) degrees Twenty-five (25) minutes West Four Hundred Seventy-eight and Fifteen One-hundredths (478.-15) feet to a stone found, said stone being the Southeast corner of the land of Francis Washington, thence North Twenty-one (21) degrees Forty-four (44) minutes West Three Hundred Sixty-five and Thirty-five One - hundredths (478.15) feet to a pipe set on the South Twenty-one (21) degrees Forty-four (44) minutes East Fourteen Hundred Twelve and Thirty-five One-hundredths (1412.-35) foot line of the above mentioned conveyance; thence South Twenty-one (21) degrees Forty-four (44) minutes East Three Hundred Sixty-five and Thirty-five One-hundredths (365.35) feet to the point of beginning. Containing in all Four and One One-hun-hundredth (4.01) acres of land, more or less.

TERMS OF SALE: A cash deposit of 10 percent of the purchase price will be required of purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6 per cent per annum from day of sale to day of settlement. Taxes and all other expenses to be adjusted to day of sale.

H. ALLAN MEZGER,
Assignee
E. T. NEWELL & CO., INC.
Auctioneers

J-31

N

15

14949

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 217

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1963

We hereby certify, that the annexed Assignee's Mortgage Sale Willie Fields

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of February, 1963. The first insertion being made the 18th day of January, 1963.

FILED
FEB. 1963
FEB -6 PM 3:31

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Jud. 14042.

~~ASSIGNEE'S BOND~~
Additional Assignee's Bond

BOOK 147 PAGE 218

No. 14929 Equity

LIBER 11 PAGE 552

Know all Men by these Presents:

THAT WE H. Allen Mezger,

200 W. Saratoga Street

of Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the ~~just~~ additional sum of One Thousand Eight Hundred and 00/100 ($ 1,800.00) . . . . . Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 25th day of January in the year of our Lord nineteen hundred and sixty-three.

WHEREAS, the above bounden H. Allen Mezger

by virtue of an assignment of a power contained in mortgage from Willie Fields and Wilma Fields, his wife

to Arundel Federal Savings and Loan Association of Baltimore City

dated June 8, 1956 and recorded in Liber GTC

No. 1040 folio 30 etc., one of the Land Record Books of Anne Arundel County, Maryland is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said H. Allen Mezger

by assignment of power
is about to execute the power vested in him in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

H. Allen Mezger [SEAL]

[SEAL]

Joyce W. Waltemeyer
Joyce W. Waltemeyer

MARYLAND CASUALTY COMPANY

By Elsie C Evans
Elsie C. Evans - Attorney-in-Fact

ATTEST: L. Pill
L. Pill

FILED
1963 FEB -8 AM 9:57

Additional Bond approved this 8th day of February, 1963

Louis N. Phipps, Clerk

16

BOOK 147 PAGE 219

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 6, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,929

Willie Fields

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of March, 1963. The first insertion being made the 7th day of February, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,929 Equity
H. ALLEN MEZGER, Assignee
VERSUS
WILLIE FIELDS and
WILMA FIELDS, his wife.

Ordered, this 5th day of February, 1963, That the sale of the property in these proceedings mentioned made and reported by H. Allen Mezger, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 11th day of March next.

The report states that the amount of sale was $8,900.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

F-28

FILED
1963 MAR -6 PM 3:53

No. M. G. 3-4426

17

H. ALLEN METZGER, ASS NEE

vs

WILLIE FIELDS and
WILMA FIELDS, his wife

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

EQUITY #14, 929

BOOK 147 PAGE 220

PETITION AND ORDER TO ALLOW MORTGAGE CLAIM

To the Honorable, the Judges of said Court:

The Petition of Ritchie Swift Homes, Inc., by its Solicitor, W. Garrett Larrimore, respectfully represents:

1. That the above entitled cause is a foreclosure proceedings for the sale of fee simple property be in the Third Election District, Anne Arundel County; that the property has been sold, the sale reported, and will be duly ratified and confirmed in due time, as the Order Nisi went out thereon on February 5, 1963.

2. That your Petitioner is the holder of a second mortgage executed by the respondents herein dated June 8, 1956, and that the solicitor herein is the attorney named in that mortgage. The second mortgage is filed herewith and marked Petitioner Exhibit No. 1.

3. That your Petitioner is therefore a mortgage creditor of the respondents and that there is due and owing unto your Petitioner under the second mortgage the sum of $1250.00 with interest of $506.25 to March 8, 1963, making a total of $1756.25 due to your Petitioner herein.

4. That the said second mortgage was a lien on the above mentioned property subsequent to the first mortgage under which the said property was sold, and that there will be a balance left in the hands of the Attorney that made the sale at public auction, after the payment of the first mortgage claim, and expenses incident to the foreclosure proceedings are allowed by the Auditor, when stating the Account.

WHEREFORE Your Petitioner prays this Honorable Court to pass an order directing the Auditor, in stating the Account in this Cause,

FILED
1963 MAR -8 AM 10:23

18

to allow the mortgage claim of Your petitioner amounting to $1756.25 with interest thereon from March 8, 1963, according to its legal priority.

And as in duty bound, etc.

W. Garrett Larrimore

Solicitor for Petitioner
and Attorney named in Mortgage

State of Maryland, Anne Arundel County,

I hereby certify that on this 8th day of March, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared W. Garrett Larrimore, Attorney named in mortgage, and made oath in due form of law that the matters and facts contained in the foregoing Petition are true to the best of his knowledge, information and belief.

As Witness my hand and Notarial Seal.

Arthur A. Anderson, Jr.

Notary Public
ARTHUR A. ANDERSON, JR.

O R D E R

UPON the foregoing Petition, Affidavit and Exhibits, it is this 11th day of March, 1963, ORDERED, by the Circuit Court for Anne Arundel County, that the Auditor in stating the amount in the above entitled cause, be and he is hereby authorized to allow unto the Petitioner, Ritchie Swift Homes, Inc., the amount of its mortgage claim of $1756.25 with interest from the 8th day of March, 1963, according to its legal priority after the payment of the first mortgage and expenses incident to the above foreclosure proceedings.

O Bowie Duckett
JUDGE

FILED
1963 MAR 11 AM 11:24

20

BUILDING ASSOCIATION MORTGAGE—CITY & COUNTY—WITH CLAUSE—47

10146 PAGE 263

BOOK 147 PAGE 223

LIBER 1040 PAGE 35

This Mortgage, Made this 8th day of June

in the year one thousand nine hundred and FIFTY-SIX between

WILLIE FIELDS AND WILMA FIELDS, HIS WIFE

of the THE CITY OF BALTIMORE, in the State of Maryland, Mortgagors, and the

RITCHIE SWIFT HOMES, INC.

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said WILLIE FIELDS AND WILMA FIELDS, HIS WIFE

being members of the said body corporate

have received therefrom an advance of One Thousand Two Hundred and Fifty ($1250.00) Dollars

on 12½ shares of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said WILLIE FIELDS AND WILMA FIELDS, HIS WIFE

do grant unto RITCHIE SWIFT HOMES, INC.

and its successors and assigns, all THOSE

piece s or parcel s of ground situate and lying in the THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, AND IN THE CITY OF BALTIMORE, AFORESAID, SAID LOT IN THE CITY OF BALTIMORE at present known as No. 922 S. HANOVER STREET

and described as follows:

BEGINNING FOR THE FIRST THEREOF AT A PIPE SET NORTH 21 DEGREES 44 MINUTES WEST, 470.85 FEET FROM A PIPE FOUND, SAID PIPE BEING 3.5 FEET, SOUTH 70 DEGREES 41 MINUTES WEST, FROM A STONE IN THE ROAD AT THE END OF THE SOUTH 21 DEGREES 44 MINUTES EAST 1412.35 FOOT LINE OF THE CONVEYANCE FROM FRED OBRECHT AND WIFE TO THOMAS ALLEN TYDINGS BY DEED RECORDED IN J.H.H. 344, FOLIO 483; THENCE FROM SAID PIPE SOUTH 70 DEGREES 25 MINUTES WEST, 478.15 FEET TO A STONE FOUND, SAID STONE BEING THE SOUTHWEST CORNER OF THE LAND OF FRANCIS WASHINGTON; THENCE NORTH 21 DEGREES 44 MINUTES WEST, 365.35 FEET TO AN IRON PIPE FOUND, THENCE NORTH 70 DEGREES 25 MINUTES EAST, 478.15 FEET TO A PIPE SET ON THE SOUTH 21 DEGREES 44 MINUTES EAST, 1412.35 FOOT LINE OF THE ABOVE MENTIONED CONVEYANCE; THENCE SOUTH 21 DEGREES 44 MINUTES EAST, 365.35 FEET TO THE POINT OF BEGINNING.

BEING THE SAME LOT OF GROUND IN A DEED DATED SEPTEMBER 29, 1954 AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER J.H.H. NO. 871, FOLIO 529 WAS GRANTED AND CONVEYED BY FLORENCE ELIZABETH TYDINGS, WIDOW, ET AL UNTO THE MORTGAGORS HEREIN.

BEGINNING FOR THE SECOND THEREOF ON THE WEST SIDE OF HANOVER STREET AT THE DISTANCE OF 172 FEET NORTH FROM THE NORTHWEST CORNER OF HAMBURG AND HANOVER STREETS AND RUNNING THENCE NORTHERLY BINDING ON THE WEST SIDE OF HANOVER STREET 14 FEET; THENCE WESTERLY PARALLEL TO HENRIETTA STREET 90 FEET; THENCE SOUTHERLY PARALLEL TO HANOVER STREET 14 FEET, AND THENCE EASTERLY PARALLEL TO HENRIETTA STREET 90 FEET TO THE PLACE OF BEGINNING.

BEING the same lot of ground which by Deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Baltimore City, was granted and conveyed by Victor Posner Foundation, Inc. to the within named mortgagors.

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1963 MAR -8 AM 10:23

21

BOOK 147 PAGE 224
LIBER 1040 PAGE 36

FOR VALUE RECEIVED, AND WITH RECOURSE, RITCHIE SWIFT HOMES, INC. HEREBY ASSIGNS ALL RIGHT, TITLE AND INTEREST IN THE HEREIN MORTGAGE TO SHARON BUILDING AND LOAN ASSOCIATION, INC.

RITCHIE SWIFT HOMES, INC.

Test: David J. Peichert
DAVID J. PEICHERT

By: James J. Herro
JAMES J. HERRO PRESIDENT

FOR VALUE RECEIVED, and without recourse, The Sharon Building & Loan Association, Inc. hereby assigns all right, title and interest in the within mortgage to Ritchie Swift Homes, Inc.

The Sharon Building & Loan Assn., Inc.

Test: C. Wharton Brown
C. Wharton Brown

Z. G. Hurwitz
Z. G. Hurwitz, Vice-Pres.

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, 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 $ 45.50 , payable in equal semi-annual instalments on the 1st days of June and December in each and every year. THE FIRST DESCRIBED LOT OF GROUND IN FEE SIMPLE, THE SECOND DESCRIBED LOT OF GROUND

IF, HOWEVER, the said Mortgagor s shall make the payments and perform the covenants herein on THEIR part cont'd, then this Mortgage shall be void.

AND the said Mortgagor S, for THEMSELVES, THEIR heirs, executors, administrators and assigns, covenant with the said RITCHIE SWIFT HOMES, INC. its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns weekly, the sum of ----- cents on each of said 12½ shares of stock as dues, until the combined payment of dues shall amount to ------ Dollars for each of said 12½ shares, and also to pay weekly, the sum of 12 cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of ONE HUNDRED dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the ground rent and insurance upon said property, the said MORTGAGOR S hereby covenant to pay to the said MORTGAGEE, the further sum of ------- Dollars and --------- cents weekly, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGOR S will on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on THEM by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

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

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

10146 PAGE 265

LIBER 1040 PAGE 38

BOOK 147 PAGE 225

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

TEST:

David J. Peichert
DAVID J. PEICHERT

Willie Fields (SEAL)
WILLIE FIELDS

Wilma Fields (SEAL)
WILMA FIELDS

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE - - - - - - - - - - - - - SS:

I HEREBY CERTIFY, that on this 8th day of June - - - - - - in the year one thousand nine hundred and fifty-six - - - - , before me, a Notary Public - - - - of the State of Maryland, in and for the City - aforesaid, personally appeared Willie Fields and Wilma Fields, his wife - the Mortgagor s named in the aforegoing Mortgage, and they - - - - - - - - - - - - - - - - acknowledged the aforegoing Mortgage to be their act. At the same time also appeared James J. Herro, President of the within named corporation - 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.

Betty Lou Vogt
Betty Lou Vogt, Notary Public

BETTY LOU VOGT NOTARY PUBLIC BALTIMORE CITY, MD.

My Commission Expires May 6th, 1957.

Rec'd for record June 27, 1956 at 9:23 A.M.
Mailed to Meyer + Meyer

23

REC'D FOR RECORD JUN 15 1956 11:27 A M. & RECORDED IN THE LAND RECORDS OF BALTIMORE CITY, LIBER M.L.P. 10146 PAGE 263 M. LUTHER PITTMAN, CLERK

56-236 - 7,168

(2) B

MORTGAGE

FROM

130

Willie Fields and Wilma Fields, his

wife

TO

Ritchie Swift Homes, Inc.

SHORT ASST

Sharon Bldg & Loan Assn

UNLOCATED

BLOCK NO. 916 —
&
THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record JUN 15 1956

at 11 22 o'clock A.M. Same day recorded in

Liber MLP No. 1014 6 Folio 263 etc.,

Land Records of Anne Arundel County,

and examined per

M. LUTHER PITTMAN, Clerk.

Cost of Record, $ [redacted]

The Daily Record Company, Baltimore, Md.

N. Garrett Lohman

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1956 JUN 27 AM 9:23
& RECORDED IN LIBER GTC
NO. 1040 FOLIO 35
GEO. T. CROMWELL, CLERK

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1956 JUN 27 AM 9:23
& RECORDED IN LIBER GTC
NO. 1040 FOLIO 36
GEO. T. CROMWELL, CLERK

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1957 OCT 18 PM 2:57
& RECORDED IN LIBER GTC
NO. 1040 FOLIO 38
GEO. T. CROMWELL, CLERK

BOOK 147 PAGE 226

BOOK 147 PAGE 227

In the Case of

H. ALLEN MEZGER, Assignee

VS.

WILLIE FIELDS and
WILMA FIELDS, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,929 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 28 PM 2:55 FILED

All of which is respectfully submitted.

Arthur A. Anderson Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 16th day of July, 1963, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: C. B. Tollevik, deputy

FILED

1963 JUL 16 AM 10:21

24

Dr. Mortgaged Real Estate of Willie Fields & Wilma Fields, his wife

In Acct. with H. Allen Mezger, Assignee

				Cr.
By	Amount of Sale, as per Assignee's Report of Sale filed		8,900 00	
By	Interest, 6%, on deferred payment $8,010.00 from 2/1/63 to 6/18/63		184 23	
				9,084 23
To	Assignee, for fee, viz:	50 00		
To	Assignee, for commission, viz:	297 00		
			347 00	
To	Assignee, for Court Costs, viz:			
	Plaintiff's solicitor appearance fee	10 00		
	Clerk, Court Costs	36 00		
	Auditor, this account	30 00		
			76 00	
To	Assignee, for expenses, viz:			
	Capital-Gazette Press, Inc., Adv. & Nisi - Sale	106 00		
	Maryland Casualty Co. - bond	35 60		
	Sunpapers, Advertisement - Sale	16 25		
	E.T. Newell & Co. Inc., Auctioneers fee	282 50		
	Recording short assignment of Mortgage	1 00		
	Adjustment 1963 taxes	15 69		
	⅓ Federal & State Revenue Stamps	14 85		
			471 89	
To	Arundel Federal Savings & Loan Association of Baltimore City, Mortgagee, in full for Mortgage Claim filed	7,015 42		
	Interest, 6%, on principal balance $6,980.05 from 2/1/63 to 7/10/63	186 13		
			7,201 55	
To	Ritchie Swiff Homes, Inc., Second Mortgagee, on account of claim filed	987 79		
			987 79	
				9,084 23

BOOK 147 PAGE 229

MILTON HARRISON
Cape St. Claire
Anne Arundel County
Maryland

Plaintiff

vs.

* IN THE CIRCUIT COURT

* FOR ANNE ARUNDEL COUNTY

* IN EQUITY

* EQUITY NO. 15,244

MIRA G. ROBISON, aka
Mira G. Robinson
c/o Mrs. Eugene Swigert
Spring Hill Lane
Cincinnati 26, Ohio

SOUTHERN MUNICIPAL CORPORATION
a body corporate
236 Main Street
Annapolis, Maryland
(serve C. Maurice Weidemeyer,
President)

WALTER BYSTRY and
HELEN E. BYSTRY
2319 East Fairmount Avenue
Baltimore 24, Maryland

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

Lots Nos. 3, 4, 5, 6, 7 and 8, Section 70, as shown on a Plat of Green Haven (Outing Park). Plat Book 13, folio 40.

Defendants

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff, complaining, says:

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

2. That on October 9, 1961, your Plaintiff, at a regular tax sale, purchased from Edward M. Dunn, Jr., Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland

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

(1) Certificate No. 3435 - Lots 3 to 8, inclusive, Block 70, as shown on a Plat of Green Haven, Third Election District, and assessed to Southern Municipal Corporation.

3. That said Tax Sale Certificate as hereinabove set forth, to wit, No. 3435, dated October 9, 1961, setting forth the aforesaid sale to your Plaintiff, is attached hereto and filed herewith as "Plaintiff's Exhibit No. 1," and is prayed to be read and considered a part hereof as fully as if incorporated herein.

4. That a diligent and careful search of the Land Records, Law and Equity Records, Tax and Assessment Records, and the Records of the Register of Wills of Anne Arundel County, reveals that Mira G. Robison, aka Mira G. Robinson, became vested with title to the said real estate by virtue of a deed dated December 10, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. #90, folio 467, from Jesse Walker Raineri. That said real estate, on October 11, 1937, was sold for non-payment of taxes for the years 1936 and 1937, to the County Commissioners of Anne Arundel County, but said tax sale (Tax Sale #3637) was null and void for the reason that the advertisement of the tax sale described the owner as Mira G. Robinson, rather than Mira G. Robison, and that Mira G. Robison paid County and State taxes on said property through the years 1953. That by deed dated November 24, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #445, folio 591, said real estate was conveyed by Joseph H. Pepper, Treasurer, to the Anne Arundel County Commissioners; that by deed dated November 25, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #445, folio 597, the Anne Arundel County Commissioners conveyed said lots to

Charles M. Christian and Grace Christian, his wife; and that by deed dated September 13, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #538, folio 122, said lots were conveyed by Charles M. Christian and wife to Walter Bystry and Helen E. Bystry, his wife, who are joined herein to foreclose any interest they might have by virtue of said last mentioned deed. That on October 11, 1954, at a regular tax sale, said lots were sold by Joseph H. Griscom, Treasurer of Anne Arundel County, to Southern Municipal Corporation, a body corporate, for non-payment of County and State taxes for the years 1953 and 1954, and that Southern Municipal Corporation became vested with title by virtue of a deed from Joseph H. Griscom, Treasurer, dated August 24, 1956, and recorded in Liber G.T.C. #1056, folio 473.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein nor by anyone claiming through them, although more than one year and a day has elapsed from the date of the aforesaid tax sale.

6. That the Plaintiff purchased the hereinabove mentioned land at the aforesaid tax sale held on October 9, 1961, as required by statute in such cases made and provided under the laws of the State of Maryland, said property having been advertised and sold for taxes due, in arrears unpaid for the years 1960 and 1961, to the Anne Arundel County Sanitary Commission, and Plaintiff bid and paid $226.10 for said property.

7. That the amount necessary for redemption of the aforesaid Tax Sale Certificate is $226.10, plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificate of Tax Sale and costs on said certificate.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

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

3

(2) That an Order of Publication be granted unto your Plaintiff, directed to the Defendants and to all parties in interest, commanding them to appear in this Court on some certain day to be stated therein and answer to the exigencies of the Bill of Complaint.

(3) That this Court enter a final decree foreclosing all rights of redemption of the Defendants and all persons having or claiming to have any interest in the hereinabove described property.

(4) That the final decree herein provide that the Treasurer for Anne Arundel County execute a deed to the property herein involved, vesting in Plaintiff a good and marketable title, indefeasible and absolute, in fee simple, and free and clear of any and all liens, claims and encumbrances to date of said decree.

(5) And for such other and further relief as the nature of this case may require and may seem just and proper to this Court.

AND as in duty bound, etc.

M. Milton Harrison
Milton Harrison

Thomas M. Schifanelli
Thomas M. Schifanelli
236 Main Street
Annapolis, Maryland
COlonial 3-3957
Attorney for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

MILTON HARRISON, being first duly sworn and on oath deposes and says that he is the Plaintiff herein, that he has read the aforegoing Bill of Complaint to Foreclose Equities of Redemption by him signed, knows the contents thereof and verily believes the same to be true to the best of his knowledge and belief.

Milton Harrison
Milton Harrison

SUBSCRIBED and SWORN to before me this 15th day of October, 1962.

Thomas M. Schifanelli
Thomas M. Schifanelli, Notary Public

BOOK 147 PAGE 233

Nº 3435 CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Milton Harrison at public auction for the sum of 226 Dollars and 10 Cents, of which 226.10 Dollars has been paid as a deposit on the property in Dist 3 described as Lots 3 to 8 Block 70 as shown on the plat of Green Haven

and assessed to Southern Municipal Corporation (Sanitary)

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

[signature]
Notary Public.

My Commission Expires May 6, 1963

FILED
1962 OCT 16 AM 10:05

Plaintiff's Exhibit No. 1

5

THOMAS M. SCHIFANELLI
236 Main Street
Annapolis, Maryland
Attorney

MILTON HARRISON
Cape St. Claire
Anne Arundel County
Maryland

Plaintiff

vs.

MIRA G. ROBISON, aka
Mira G. Robinson
c/o Mrs. Eugene Swigert
Spring Hill Lane
Cincinnati 26, Ohio

SOUTHERN MUNICIPAL CORPORATION
a body corporate
236 Main Street
Annapolis, Maryland
(serve C. Maurice Weidemeyer,
President)

WALTER BYSTRY and
HELEN E. BYSTRY
2319 East Fairmount Avenue
Baltimore 24, Maryland

* IN THE CIRCUIT COURT
* FOR ANNE ARUNDEL COUNTY
* IN EQUITY
* EQUITY NO. 15,244

AND the unknown heirs, alienees, devisees and assignees of the foregoing and any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

DISTRICT	DESCRIPTION	CERT. NO.
(1) Third	Lots Nos. 3, 4, 5, 6, 7 and 8, Section 70, as shown on a Plat of Green Haven (Outing Park). Plat Book 13, folio 40.	3435

Defendants

ORDER OF PUBLICATION

The object and purpose of this proceeding is to secure the foreclosure of all rights of redemption of the Defendants in and to Lots Nos. 3, 4, 5, 6, 7 and 8, Section 70, as shown on a Plat of Green Haven (Outing Park), located in the Third Election District of Anne Arundel County, and sold on the 9th day of October,

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1962 OCT 16 AM 10:05

1961, by Edward M. Dunn, Jr., County Treasurer and Collector of Taxes for the State of Maryland and for Anne Arundel County, to Milton Harrison, Plaintiff in this proceeding, for taxes due to the Anne Arundel County Sanitary Commission, by Tax Sale Certificate No. 3435, and assessed and described on the Books of Assessment and Taxation as follows:

> Lots Nos. 3 to 8, Block 70, as shown on a Plat of Green Haven, Third Election District, and assessed to Southern Municipal Corporation, and sold to the Plaintiff for $226.10, all of which sum has been paid.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 9, 1961.

It is thereupon this 16th day of October, 1962, by the Circuit Court for Anne Arundel County, in Quity,

ORDERED that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 20th day of December, 1962, next, warning the said Mira G. Robison, aka Mira G. Robinson, Southern Municipal Corporation, Walter Bystry and Helen E. Bystry, and any and all persons having or claiming to have any interest in the above mentioned parcels of land and/any and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 20th day of December, 1962, and redeem the aforementioned property and answer the Bill of Complaint, or thereafter, a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, Milton Harrison, a title free and clear of all encumbrances.

Louis N. Phipps

Louis N. Phipps, Clerk

Legal Notices

In The Circuit Court For Anne Arundel County In Equity

No. 15,244

THOMAS M. SCHIFANELLI
236 Main Street
Annapolis, Maryland
Attorney
MILTON HARRISON
Cape St. Claire
Anne Arundel County
Maryland

Plaintiff

vs.

MIRA G. ROBISON, aka
Mira G. Robinson
Care Of Mrs. Eugene Swigert
Spring Hill Lane
Cincinnati 26, Ohio
SOUTHERN MUNICIPAL CORPORATION a body corporate
236 Main Street
Annapolis, Maryland
(serve C. Maurice Weidemeyer, President)
WALTER BYSTRY and
HELEN E. BYSTRY
2319 East Fairmount Avenue
Baltimore 24, Maryland
AND the unknown heirs, alienees, devisees and assignees of the foregoing and any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:
DISTRICT— (1) THIRD
DESCRIPTION— Lots Nos. 3, 4, 5, 6, 7 and 8, Section 70, as shown on a Plat of Green Haven (Outing Park). Plat Book 13, folio 40.
CERT. NO.— 3435

Defendants

Order Of Publication

The object and purpose of this proceeding is to secure the foreclosure of all rights of redemption of the Defendants in and to Lots Nos. 3, 4, 5, 6, 7 and 8, Section 70, as shown on a Plat of Green Haven (Outing Park), located in the Third Election District of Anne Arundel County, and sold on the 9th day of October, 1961, by Edward M. Dunn, Jr., County Treasurer and Collector of Taxes for the State of Maryland and for Anne Arundel Coun-

No. 8

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 236

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 14, 1962

We hereby certify, that the annexed

Order of Publication

Eq. 15,244

Mira G. Robison

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

ty, to Milton Harrison, Plaintiff in this proceeding, for taxes due to the Anne Arundel County Sanitary Commission, by Tax Sale Certificate No. 3435, and assessed and described on the Books of Assessment and Taxation as follows:

Lots Nos. 3 to 8, Block 70, as shown on a Plat of Green Haven, Third Election District, and assessed to Southern Municipal Corporation, and sold to the Plaintiff for $226.10, all of which sum has been paid.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 9, 1961.

It is thereupon this 16th day of October, 1962, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 20th day of December, 1962, next, warning the said Mira G. Robison, a/k/a Mira G. Robinson, Southern Municipal Corporation, Walter Bystry and Helen E. Bystry, and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 10th day of December, 1962, and redeem the aforementioned property and answer the Bill of Complaint, or thereafter, a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, Milton Harrison, a title free and clear of all encumbrances.

LOUIS N. PHIPPS
Clerk

True Copy, TEST:
LOUIS N. PHIPPS
Clerk

N-8

MILTON HARRISON	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR ANNE ARUNDEL COUNTY
vs.	*	IN EQUITY
MIRA G. ROBISON, ET AL	*	EQUITY NO. 15,244
Defendants		

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State in and for said County, personally appeared MILTON HARRISON, Plaintiff herein, and made oath in due form of law that:

1. That the Defendant, Southern Municipal Corporation, a body corporate, is obviously not in the military service.

2. That Helen E. Bystry is not in the military service.

3. That as to the Defendant, Mira G. Robison, aka Mira G. Robinson, he has no information that she is in the military service.

4. That he has been advised, and therefore avers, that the Defendant, Walter Bystry, is deceased, and therefore is not in the military service.

5. That he therefore avers that none of the Defendants is in the military service.

Milton L. Harrison
Milton Harrison

Subscribed and sworn to before me this 23rd day of May, 1963.

Thomas M. Schifanelli
Thomas M. Schifanelli - Notary Public

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1963 MAY 29 PM 12:03

9

BOOK 147 PAGE 239

MILTON HARRISON,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
MIRA G. ROBISON, et al.,	:	Equity No. 15,244
Defendants	:	

AFFIDAVIT OF MAILING TO NON-RESIDENT DEFENDANT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

MILTON HARRISON, Plaintiff herein, first being duly sworn and on oath deposes and says:

1. That he mailed a copy of the Order of Publication issued herein, by certified mail, return receipt requested, to Mira G. Robison, non-resident defendant herein, as evidenced by the receipt attached hereto and made a part hereof.

Milton Harrison
Milton Harrison

SUBSCRIBED and SWORN to before me this 7th day of June, 1963.

Mary Harrison
Mary Harrison - Notary Public

No. 451954

FILED
1963 JUN 11 AM 9.52

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE

INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Print on front of article RETURN RECEIPT REQUESTED.

RETURN TO

REGISTERED NO.

NAME OF SENDER
C. Maurice Weidemeyer

CERTIFIED NO.
451954

STREET AND NO. OR P. O. BOX
236 Main Street

INSURED NO.

CITY, ZONE AND STATE
Annapolis, Md.

POD Form 3811 Jan. 1958

C05—16—71543-4

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Mira G. Robison

STREET AND NO.
c/o Mrs. Eugene Swigert

CITY AND STATE
Spring Hill Lane
Cincinnati 26, Ohio

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

SEE OTHER SIDE

POD Form 3800
Jul 1957

POSTMARK OR DATE
12/21/62

MILTON HARRISON	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR ANNE ARUNDEL COUNTY
vs.	*	IN EQUITY
MIRA G. ROBISON, ET AL	*	EQUITY NO. 15,244
Defendants		

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Evening Capital, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against all the Defendants named herein, and all persons having or claiming to have any interest in the real estate therein described, as assessed to the said Defendants and sold to Plaintiff on October 9, 1961, for non-payment of taxes due for the years 1960 and 1961.

And it further appearing that subpoenas issued out of this Court directed to the Defendant, Southern Municipal Corporation, has been returned "Summonsed," as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that the Defendant, Mira G. Robison, aka Mira G. Robinson, being a non-resident, has been duly served by publication.

And it further appearing that subpoenas issued out of this Court directed to the Defendant, Helen E. Bystry, has been returned "Summonsed," as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the Defendant, Walter Bystry, have been returned twice "mortius est," as will more fully appear from the Sheriff's

returns filed herein.

And it further appearing that all of the aforesaid Defendants have failed to enter their appearance herein in person or by solicitor, have failed to file an answer to the Bill of Complaint, and the time within said Defendants could so appear and file an answer having now expired, it is, thereupon, this 12th day of ~~May~~ June, 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 Defendants and described on the books of the County Treasurer, and sold as aforesaid to the Plaintiff on the 9th day of October, 1961.

O Bruce Duckett

JUDGE

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1963 JUN 12 AM 11:54

MILTON HARRISON	*	IN THE CIRCUIT COURT
Plaintiff	*	
vs.	*	FOR ANNE ARUNDEL COUNTY
MIRA G. ROBISON, ET AL,	*	
Defendants	*	EQUITY NO. 15,244

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The proceedings in this cause having been read and considered, and it appearing to the Court that subpoenas issued out of this Court directed to the Defendant, Southern Municipal Corporation, has been returned "Summonsed" as will more fully appear from the Sheriff's returns filed herein.

AND it further appearing that the Defendant, Mira G. Robison, also known as Mira G. Robinson, being a non-resident, has been duly served by publication.

AND it further appearing that subpoenas issued out of this Court directed to the Defendant, Helen E. Bystry, has been returned "Summonsed" as will more fully appear from the Sheriff's returns filed herein.

AND it further appearing that subpoenas issued out of this Court directed to the Defendant, Walter Bystry, have been returned twice "mortius 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 12th day of June, 1963, against all of the aforesaid Defendants hereinabove mentioned and that none of the aforesaid parties against whom the Decree Pro Confesso was entered, have entered their appearance herein or filed an answer in these proceedings, or proceeded to redeem herein, it is by the Circuit Court for Anne Arundel County, in equity, this 18th day of July, 1963.

ADJUDGED, ORDERED, and DECREED that all the rights of

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redemption to the property mentioned herein of the Defendants, Mira G. Robison, also known as Mira G. Robinson, Southern Municipal Corporation, a body corporate, Walter Bystry and Helen E. Bystry, and all the unknown heirs at law, alienees, assignees and devisees of any of the aforementioned parties, and any and all persons having or claiming to have any right, title or interest in the hereinafter described properties, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described properties sold to the Plaintiff on the 9th day of October, 1960, for non-payment of taxes for the years 1959 and 1960, to wit:

Lot Nos. 3, 4, 5, 6, 7 and 8, Section 70, as shown on a Plat of Green Haven (Outing Park), which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book #13, folio 40, and sold under Certificate No. 3435,

free and clear of all alienations and descents of said property occurring prior to this decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause, and public easements and public proceedings to which said property is subject, and

It is further ORDERED that the Treasurer of Anne Arundel County, Maryland, and Collector of State and County Taxes, execute and deliver to Milton Harrison, Plaintiff herein, a deed of conveyance to the aforesaid lots and improvements, 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, if any, and

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

George Sachse

J U D G E

FILED

1963 JUL 18 AM 9:09

PETITION FOR FORECLOSURE

BOOK 147 PAGE 244

No. 15,553 Equity

FIRST FEDERAL SAVINGS AND LOAN

ASSOCIATION OF BROOKLYN

VS.

NORBERT F. PAUL and

VALERIE J. PAUL, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 10th **day of** October **A. D.** 1956 **the defendants executed and delivered to** First Federal Savings and Loan Association of Brooklyn **a mortgage upon certain** leasehold **property in** ~~the City of Baltimore~~ Anne Arundel County, **therein described, to secure the payment of the mortgage debt of $** 8,975.00 **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 default has occurred in the performance of this mortgage and in payment of the debt now due 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.

Harold M. Vick

Harold M. Vick
2 E.Lexington St.,Baltimore 2,Md.
PL 2-6897
Attorney for Plaintiff

FILED

1963 APR 18 AM 9:01

GA #2. 2226-1

No. 15 553 Equity

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

LIBER 1070 PAGE 145

MARYLAND

MORTGAGE

BOOK 147 PAGE 245

INSPECTED E. BOLSTLER C. P.A.

THIS MORTGAGE, made this 10th day of October, A. D. 19 56, by and between NORBERT F. PAUL and VALERIE J. PAUL, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN, 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 Eight Thousand Nine Hundred Seventy-five - - - - Dollars ($8975.00), 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 First Federal Savings & Loan Association of Brooklyn, 205 Patapsco Avenue, Baltimore 25, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Forty-Nine Dollars and Ninety-one Cents - - - - ($49.91), commencing on the first day of November, 19 56, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October, 19 81. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lots 126-A; 127-A and 127-B in Section A Revised Plat of Mount Pleasant Beach which plat is recorded among the Land Records of Anne Arundel County in Plat Book 5 folio 31 (formerly filed in Plat Cabinet 1, Rod P, Plat No. 10).

BEING the same lots of ground described in Deed of even date herewith and recorded among the Land Records of Anne Arundel County immediately prior hereto from Arthur A. Anderson, Jr. to the within named Mortgagors.

Petitioner's Exhibit No. 1

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

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1963 APR 18 AM 9:01

16—49890-8

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

Real Host Gas Range.

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Eight (108.00) Dollars, payable half-yearly on the 10th days of April and October, in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for 30 days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or JOHN B. ROWE, 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

4

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 $75.00 Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

Witness:

Naomi A. Kyte
Naomi A. Kyte

Norbert F. Paul [SEAL]
Norbert F. Paul

Valerie J. Paul [SEAL]
Valerie J. Paul

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 1070 PAGE 149

I HEREBY CERTIFY, That on this 10th day of October, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared NORBERT F. PAUL and VALERIE J. PAUL, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

Naomi A. Kyte
Naomi A. Kyte, Notary Public

Rec'd for record Oct. 13 1956, at 11:07 A.M.
Mailed to Rowe, Rowe & Vick

NOTARY PUBLIC BALTIMORE COUNTY

STATE OF MARYLAND

Mortgage

FROM

NORBERT F. PAUL and
VALERIE J. PAUL his wife,

TO

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BROOKLYN

Received for Record
19 , at o'clock M.
Same day recorded in Liber
No. Folio &c.,
one of the Land Records of
WE, ROWE, & VICK
and Examined
E. LEXINGTON ST.
BALTO 2 MID
Cost of Record $ 2.50, Clerk.

U. S. GOVERNMENT PRINTING OFFICE
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1955 OCT 13 AM 11:07
& RECORDED IN LIBER G1C
NO. 1070 FOLIO 145
GEO. T. GROMWELL, CLERK

(3) K

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

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

vs.

NORBERT F. PAUL and VALERIE J. PAUL, his wife

BOOK 147 PAGE 249

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 15,553 Equity

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared George G. Freyman, Executive Vice-President of First Federal Savings and Loan Association of Brooklyn,

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

(1) said defendant/s are not in the military service of the United States,

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

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

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

George G. Freyman, *Affiant.*
Executive Vice-Pres, First Federal Savings and Loan Association of Brooklyn.

Subscribed and sworn to before me this 17th day of April, 1963.

Mary P. Hopkins
Notary Public

My commission expires 5-6-63

FILED

1963 APR 18 AM 9:01

6

STATEMENT OF MORTGAGE CLAIM

BOOK 147 PAGE 250

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

vs.

NORBERT F. PAUL and VALERIE J. PAUL, his wife

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 15 553 Eq

STATEMENT OF MORTGAGE DEBT

Lots 126-A; 127-A and 127-B, Section A,
Revised Plat of Mount Pleasant Beach, Anne Arundel County, Md.

Original Amount of Mortgage	$ 8,975.00
Less payments to Principal	671.99
	$ 8,303.01
Plus Interest to April 30, 1963	126.48
	$ 8,429.49
Less Balance in Escrow Account	20.39
Balance Due	$ 8,409.10

8303.01
20.39
8282.62

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 17th day of April, 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 George G. Freyman, Executive Vice-President of First Federal Savings and Loan Association of Brooklyn, 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 APR 18 AM 9:01

As witness my hand and Notarial Seal,

Mary R. Hopkins
Notary Public.

7

DECREE FOR SALE OF MORTGAGE PREMISES

BOOK 147 PAGE 251

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

vs.

NORBERT F. PAUL and VALERIE J. PAUL, his wife

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 15,553 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 18th day of April, in the year nineteen hundred and sixty-three, by the Circuit Court of ~~Baltimore City~~ Anne Arundel County, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that HAROLD M. VICK

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 One Thousand ($1,000.00) 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 ~~Baltimore~~ Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be ~~one-third cash, the balance in six and twelve months or~~ all cash ~~as the purchaser may elect, the credit payment to bear interest from the day of sale and to be secured by the note or notes of the purchaser or purchasers endorsed to the satisfaction of the said Trustee;~~ and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives or assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse

Judge.

FILED

1963 APR 19 PM 3:25

8

NEW AMSTERDAM CASUALTY COMPANY

BOOK 12 PAGE 66

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

BOND NO. 0466-0160-1130-63

No. 15,553 Equity

BOOK 147 PAGE 252

Know All Men By These Presents:

THAT WE, Harold Vick - 2 East Lexington Street - 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 TEN THOUSAND AND NO/100 - - - - - - - - - Dollars ($ 10,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 24th day of May in the year of our Lord one thousand nine hundred and sixty-three.

WHEREAS, the above bounden Harold Vick

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 Lots 126A, 127A, 127B, Section A - Revised Plat of Mt. Pleasant Beach, Anne Arundel County, Maryland

mentioned in the proceedings in the case of

First Federal Savings & Loan Association of Brooklyn

vs.

Norbert F. Paul and Valerie J. Paul, his wife

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Harold Vick 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.

FILED
1963 MAY 28 AM 11:34

Signed, sealed and delivered in the presence of

John B. Rowe

Harold Vick (SEAL)
Harold Vick

(SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

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

As to Surety:
XXXXXX

M. Greller

M. Greller

Bond approved this 28th day of May 1963

Louis N. Phipps, Clerk

1-307-Md. Trustee—Receiver 500-9-51

9

ROWE, ROWE AND VICK
2 E. Lexington St.
Baltimore 2, Maryland

Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY

Known as Wharf Drive, Mount Pleasant Beach, Pasadena, Maryland

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, No. 15553, the undersigned Trustee will sell at Public Auction, on the premises, on

WEDNESDAY, MAY 29, 1963 AT 2:30 P.M., DAYLIGHT SAVING TIME

all that lot of ground and the improvement thereon, situate in Anne Arundel County, and described as follows:

BEING known and designated as Lots 126-A; 127-A and 127-B in Section A Revised Plat of Mount Pleasant Beach which plat is recorded among the Land Records of Anne Arundel County in Plat Book 5 folio 31 (formerly filed in Plat Cabinet 1, Rod P, Plat No. 10).

SUBJECT to an annual ground rent of $108.00 payable half yearly on the 10th days of April and October in each and every year.

THE IMPROVEMENTS consist of one story detached frame dwelling, containing three bedrooms, living room, dining room, kitchen and bath.

TERMS OF SALE: Cash deposit $750, at time and place of sale, balance upon ratification of the sale by the Circut Court for Anne Arundel County, and to bear interest from day of sale to day of settlement. Taxes and all other charges to be adjusted to day of sale. Property transfer tax, if any, to be borne by purchaser. Subject also to such covenants, conditions and restrictions of record, if any, as may affect said lot of ground.

HAROLD M. VICK,
Trustee.

T. C. W. HOBBS,
Auctioneer

M-23

10

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 253

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 27, 1963

We hereby certify, that the annexed

Trustee's Sale

Eq. 15,553

Wharf Drive, Mount Pleasant Beach "Paul."

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 May, 1963. The first insertion being made the 2nd day of May, 1963.

FILED
1963 MAY 27 PM 2:35

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

REPORT OF SALE

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

vs.

NORBERT F. PAUL and VALERIE J. PAUL, his wife

IN THE
BOOK 147 PAGE 254
CIRCUIT COURT
for
~~Baltimore City~~
ANNE ARUNDEL COUNTY
IN EQUITY - No. 15553

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

The Report of Sale of Harold M. Vick,

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

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

MARYLAND GAZETTE

Anne Arundel County
daily newspaper published in ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Wednesday, the 29th day of May, 1963 at 2:30 o'clock P. M. attend on the premises and then and there sold unto First Federal Savings and Loan Association of Brooklyn, the property known as Wharf Drive, Mount Pleasant Beach, Pasadena, Maryland, Lots 126-A, 127-A and 127-B in Section A , Revised Plat of Mount Pleasant Beach, the purchase price of said property being $8.968.00, subject to an annual ground rent of $108.00, the said purchaser being the highest bidder therefor.

Harold M. Vick
Harold M. Vick, Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 3rd day of June, 1963 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Harold M. Vick,

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,

Mary R. Hopkins
Mary R. Hopkins - *Notary Public.*

FILED
1963 JUN -4 AM 11:28

10A

Sale of leasehold property May 29 - 63
Wharf Drive Mount Ground Rent - $108.00
Pleasant Beach
Pasadena A.A. Co Md.

BOOK 147 PAGE 255

TO WHOM IT MAY CONCERN:

The undersigned Auctioneer does hereby make oath in due form of law that he has not paid and will not pay directly or indirectly any sum or part of commissions received, to anyone for employing or for aiding to employ him to make this sale.

Sold for Harold M. Vick Trustee
Sold for $8968.00

(Signed) T.C.W. Hobbs
May 29-63 Auctioneer

Sworn to and subscribed before me, a Notary Public for the City of Baltimore, State of Maryland, this 29th day of May, 1963.

Mary R. Hopkins
Mary R. Hopkins - Notary Public

FILED
1963 JUN -4 AM 11:28

11

Trustee's Sale Leasehold property
Wharf Drive Mount Pleasant Beach
Pasadena A. A. Co. subject to a ground
rent of $108.00
Sold for Harold. M. Vick Trustee

BOOK 147 PAGE 256

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 29th day of May 1963 1963 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Fred Pritt, Secretary of First Federal Savings and Loan Association of Brooklyn, 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 Lot 126 A. and 127 A + 127 B mentioned in the said Report of Sale. Section a. in revised Plat of Mount Pleasant Beach A. A. Co. Md (on WHARF DRIVE)

First Federal Savings & Loan Assn of Brooklyn

Fred Pritt Secretary (SEAL) M. W. Hobbs

Purchaser Notary Public

My Commission expires May 3rd 1965

FILED

1963 JUN -4 AM 11:28

12

ORDER NISI

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BROOKLYN

versus

NORBERT F. PAUL and
VALERIE J. PAUL, his wife

BOOK 147 PAGE 257
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 15,553 Equity

Ordered, this 4th day of June, 1963, That the sale of the property in these proceedings mentioned made and reported by Harold M. Vick, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of July next.

The report states that the amount of sale was $ 8,968.00

Clerk.

True Copy,

TEST: Clerk.

Harold M. Vick, Atty.
(Final Order)

Maryland Gazette (for June 6 edition)

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BROOKLYN

versus

NORBERT F. PAUL and
VALERIE J. PAUL, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of July, 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.

JUDGE.

FILED

1963 JUL 10 AM 10:16

13

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,553 Equity

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

versus

NORBERT F. PAUL and VALERIE J. PAUL, his wife -

Ordered, this 4th day of June, 1963, That the sale of the property in these proceedings mentioned made and reported by Harold M. Vick, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of July next.

The report states that the amount of sale was $8,903.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

Ju-27

FILED

1963 JUL -1 PM 12:30

No. M. G. 29840

14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 258

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 28, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,553

Norbert F. Paul

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 July, 1963. The first insertion being made the 6th day of June, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of BOOK 147 PAGE 259

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

VS.

NORBERT F. PAUL & VALERIE J. PAUL, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 15,553 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 JUL 11 PM 1:55 FILED

All of which is respectfully submitted.

Auditor.

July 10, 1963

FINAL ORDER

ORDERED BY THE COURT, this 29th day of July, 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: C. B. Tolliver, deputy

FILED

1963 JUL 29 AM 9:27

15

16

Dr. Mortgaged Real Estate of Norbert F. Paul & Valerie J. Paul, his wife

BOOK 147 PAGE 260

In Acct. with Harold M. Vick, Trustee

				Cr.
By	Amount of Sale, as per Trustee's Report of Sale filed		8968 00	
By	Interest, 6%, on purchase money $8,968.00 from 5/29/63 to 7/9/63		61 27	
By	Adjustment, 1963 taxes paid in advance, 5/29/63 to 12/31/63		89 26	
				9118 53
To	Trustee, for fee, viz	75 00		
To	Trustee, for commissions, viz	299 04		
			374 04	
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	78 00		
	Sunpapers------Advertising---Sale	12 60		
	New Amsterdam Casualty Co.---bond	40 00		
	T. C. W. Hobbs, Auctioneer's fee	35 00		
	Notary fee	60		
	1963 taxes paid in advance	152 16		
			318 36	
To	First Federal Savings & Loan Association of Brooklyn, Mortgagee, on account of mortgage claim		8365 63	
				9118 53
	Balance due on mortgage, as per claim filed	8409 10		
	Interest, 4½%, on principal balance,			

$8,282.62 from 5/1/63 to 7/29/63	62	12
	8471	22
Credit amount allowed above	8365	63
This amount subject to decree in personam	105	69

BOOK 147 PAGE 262

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
PHILIP T. HALL AND	*	FOR
RACHEL HALL, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. 15,495 EQUITY

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

MR. CLERK:

PLEASE DOCKET THIS CASE, FILE THE ORIGINAL MORTGAGE, STATEMENT OF MORTGAGE DEBT AND MILITARY AFFIDAVIT.

Samuel M. Ivrey, att.

SAMUEL M. IVREY,
ATTORNEY NAMED IN THE MORTGAGE

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1963 MAR 19 AM 11:05

MORTGAGE FEE—CITY OR COUNTY—Form 10.

LIBER 946 PAGE 103

BOOK 147 PAGE 263

No. 15,495 Equity

SECOND PURCHASE MONEY

THIS MORTGAGE, Made this 15th day of July

in the year nineteen hundred and Fifty-five by and between PHILIP T. HALL and RACHEL HALL, his wife----------

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

FOREST VILLA, INCORPORATED----------, Mortgagee , of the second part:

Whereas, the said MORTGAGORS are justly indebted unto the said MORTGAGEE in the sum of Two Thousand One Hundred Fifty and 00/100----------Dollars, being the balance due for the purchase price of the property hereinafter described, as evidence of which indebtedness the said MORTGAGORS have passed to the said MORTGAGEE their promissory note for said sum, of even date herewith, and payable in monthly installments of Sixteen and 22/100 Dollars-------each, the said monthly payments to be applied first to the payment of interest at the rate of 6 per centum per annum, and the balance of said payments to be applied on the principal of said indebtedness; and, MORTGAGORS to have right to prepay this mortgage or to increase the monthly payments at any time without incurring any penalty and,

WHEREAS, it has been agreed by and between the said parties that this mortgage should be executed for the purpose of securing the payment of the said note, together with any and all renewals thereof or substitutes therefore at the times limited for the same.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said PHILIP T. HALL and RACHEL HALL, his wife,

do grant and convey unto the said MORTGAGEES, FOREST VILLA, INCORPORATED----------its ~~heirs~~ successors and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Sixth Election District, Anne Arundel County aforesaid, and described as follows, to wit:—Beginning for

BEING known and designated as Lot No. Four (4), Block "E", as shown on the Plat of Forest Villa, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 35.

BEING part of the property which by deed dated June 16, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 846, folio 233, was granted and conveyed by James J. Stehle and Alice G. Stehle, his wife, to the said Forest Villa, Incorporated.

AND BEING the same property conveyed to the within named Mortgagors, Philip T. Hall and Rachel Hall, his wife, by Forest Villa, Incorporated, by deed of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

THIS CONVEYANCE BEING SUBJECT, HOWEVER, to the legal operation and effect of a mortgage on the above described property from the said Mortgagors, Philip T. Hall and Rachel Hall, his wife, to the Enterprise Federal Savings and Loan Association of Annapolis, Maryland, by even date and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1963 MAR 19 AM 11:06

2

BOOK 147 PAGE 264

LIBER 946 PAGE 104

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors and assigns, forever. SUBJECT, however, to Declaration of Restrictions dated May 20, 1955 and recorded in JHH No. 929, folio 18; see also 25 foot building line restriction on Plat.

Provided, that if the said Mortgagors their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Two Thousand One Hundred Fifty and 00/100 ($2,150.00) dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagor s hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorize the said Mortgagee, its successors personal representatives, or assigns, or Samuel M. Ivrey, 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 ($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 ~~executors, administrators~~ successors or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves and theirheirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for Themselves and their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its ~~xxxxx~~ successors ~~personal representatives~~ or assigns, or Samuel M. Ivrey, 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 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 parties of the first part covenant to pay when legally payable.

And the said part ie of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Two Thousand One Hundred Fifty and 00/100 ($2,150.00)----------dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee , its ~~executors, administrators~~ successors or assigns, to the extent of its---------- lien or claim hereunder.

Witness the hands and seals of the said Mortgagors.

TEST:

Samuel M. Ivrey; as to both

Philip T. Hall [SEAL]

Rachel Hall [SEAL]

[SEAL]

State of Maryland, Anne Arundel County, to wit: SS:

I Hereby Certify, that on this 15th day of July in the year one thousand nine hundred and Fifty-five before me, a subscriber, a Notary Public of the State of Maryland, in and for ~~the~~ Anne Arundel County, aforesaid, personally appeared Philip T. Hall and Rachel Hall, 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 ROBERT C. BEAN, Vice-President of Forest Villa, Incorporated, 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.

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

Samuel M. Ivrey; Notary Public

Recorded- 18th July, 1955, at 9 A.M.

#1 Clerk

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1963 JAN 23 AM 9:25
& RECORDED IN LIBER G.T.C. ~~LHP~~
NO. 946 FOLIO 106
LOUIS N. PHIPPS, CLERK
$4.00

#2 Recorder

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1963 JAN 23 AM 9:25
& RECORDED IN LIBER G.T.C. ~~LHP~~
NO. 946 FOLIO 106
LOUIS N. PHIPPS, CLERK
$1.00

MORTGAGE #3 E

FROM

PHILIP T. HALL and

RACHEL HALL, his wife.

TO

FOREST VILLA, INCORPORATED

BLOCK NO. Lot 4, Block "E"
Forest Villa, 2nd El. Dist. A. A. Co.

Received for Record 23 day of January, 1963, Md.
at 9 o'clock A.M. Same day recorded
in Liber G.T.C. No. 946 Folio 103 &c.,
Land Records of A.A.Co.

and examined per
GEORGE T. CROMWELL, Clerk, Clerk.

Cost of Record, $ 7.50 Pd.

Samuel M. Ivrey
Attorney at Law
144 - Gloucester St.
Annapolis, Md.

The Daily Record Co., Baltimore, Md.

#1 without recourse,

For value received, the undersigned body corporate, hereby assigns all of their right, title and interest in and to the within mortgage and debt secured thereby to Miriam F. Stone, this 15th day of January, 1963.

Witness:
Dorothy W. Biggs
Dorothy W. Biggs

FOREST VILLA, INCORPORATED
Fred O. Beans (SEAL)
Fred O. Beans President
R. Tilghman Brice (SEAL)
R. Tilghman Brice Secretary

#2

For value received, without recourse, the undersigned, Miriam F. Stone, hereby assigns all of her right, title and interest in and to the within mortgage and debt secured thereby to Futurus, Inc., a body corporate, this 23rd day of January, 1963..

Witness:
Isla B. Stolley
Isla B. Stolley

Miriam F. Stone (SEAL)
Miriam F. Stone

MAIL TO: Futurus, Inc.
101 Owns-Worth Building
Annapolis, Maryland

BOOK 147 PAGE 267

MILITARY AFFIDAVIT UNDER SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940 AND AMENDMENT THERETO OF OCTOBER 6, 1942.

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
PHILIP T. HALL AND	*	FOR
RACHEL HALL, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. 15,495 EQUITY

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

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF SAID STATE, IN AND FOR THE COUNTY AFORESAID, PERSONALLY APPEARED SAMUEL M. IVREY, ATTORNEY FOR FUTURUS, INC., 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 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.

Samuel M. Ivrey

SAMUEL M. IVREY, AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME,

THIS 14TH DAY OF MARCH, 1963.

Barbara S. Santos

BARBARA S. SANTOS, NOTARY PUBLIC

BARBARA S. SANTOS NOTARY PUBLIC

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1963 MAR 19 AM 11:05

6

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF	*	FOR
PHILIP T. HALL AND	*	ANNE ARUNDEL COUNTY
RACHEL HALL, HIS WIFE	*	NO. 15,495 EQUITY

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

STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE CLAIM OF FUTURUS, INC., UNDER A MORTGAGE TO FOREST VILLA, INCORPORATED, AND SHORT ASSIGNED TO FUTURUS, INC.; MORTGAGE FROM PHILIP T. HALL AND RACHEL HALL, HIS WIFE, DATED JULY 15, 1955, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER GTC 946, FOLIO 103, SAID MORTGAGE BEING IN DEFAULT.

BALANCE DUE ON PRINCIPAL TO MARCH 31, 1963	$2,932.63
INTEREST TO APRIL 10, 1963	4.90
	$2,937.53

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 14TH DAY OF MARCH, 1963, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE OF MARYLAND, IN AND FOR THE COUNTY AFORESAID, PERSONALLY APPEARED MIRIAM F. STONE PRESIDENT OF FUTURUS, INC., AND MADE OATH IN DUE FORM OF LAW THAT THE AFORE-GOING IS A TRUE STATEMENT OF THE AMOUNT REMAINING DUE ON ITS MORTGAGE CLAIM DESCRIBED THEREIN, AND THAT IT HAS NOT RECEIVED ANY SECURITY OR ANY SATISFACTION THEREFOR OTHER THEN THE DEED OF MORTGAGE IN SAID STATEMENT MENTIONED.

Samuel M. Ivrey

SAMUEL M. IVREY, NOTARY PUBLIC

MY COMMISSION EXPIRES:

MAY 6, 1963.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1963 MAR 19 AM 11:05

7

BOOK 12 PAGE 13

GLOBE INDEMNITY COMPANY

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

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

BOOK 147 PAGE 269

Equity #15,495

Bond No. 412682

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 Three Thousand Five Hundred Dollars ($3,500.00) current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 8th day of April 19 63 .

WHEREAS BY VIRTUE OF A POWER OF SALE contained in a Mortgage from Philip T. Hall and Rachel Hall - - - - - - - - bearing date on or about the 15th day of July , 19 55 , 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)
Samuel M. Ivrey PRINCIPAL

WITNESS:
Ethel M. Carle
Ethel M. Carle

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

Bond approved this 8 day of April, 1963
Louis N. Phipps, Clerk

FILED
1963 APR 8 PM 3:20

8

Legal Notice

Attorney's Sale

Of Valuable Improved Real Estate

2 Louis Drive
Forest Villa, Annapolis
Anne Arundel County
State of Maryland

Under and by virtue of the power of sale contained in the Mortgage from PHILIP T. HALL and RACHEL HALL, his wife, to FOREST VILLA, INCORPORATED dated July 15, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC 946, folio 103, and by mesne assignment, now held by Futurus, Inc. (dated January 23, 1963) which assignment is recorded among the Land Records of Anne Arundel County in Liber GTC 946, folio 106; The Undersigned as Attorney named in the mortgage to foreclose in event of default, default having occurred in said Mortgage, will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

Wed., Apr. 10, 1963
at 11:00 o'clock A.M.

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

BEING known and designated as Lot No. Four (4), Block "E", as shown on the Plat of Forest Villa, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 35.

BEING the same property conveyed to Philip T. Hall and Rachel Hall, his wife, from Forest Villa, Incorporated, by deed dated July 15, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC 946, folio 97.

This property is being sold subject to a first Mortgage from Philip T. Hall and Rachel Hall, his wife, to Annapolis Federal Savings and Loan Association of Annapolis, Maryland (formerly Enterprise Federal Savings and Loan Association), dated July 15, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC 946, folio 99.

This property is improved by a dwelling known as 2 Louis Drive, Forest Villa, containing 5 rooms and bath, automatic gas heat, outside walls finished with asbestos shingles.

TERMS OF SALE: A deposit of ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money, with interest thereon at the rate of 6 per cent per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY, Attorney
144 Gloucester Street
Annapolis, Maryland
ROBERT H. CAMPBELL
Auctioneer

A-9

9

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 270

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 10, 1963

We hereby certify, that the annexed

Attorney's Sale

Philip T. Hall

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 19th day of March, 1963.

FILED

1963 APR 15 AM 9:40

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

MILTON FINKELSTEIN

ROBERT H. CAMPBELL - - - - Auctioneer

BOOK 147 PAGE 271

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

2 LOUIS DRIVE
FOREST VILLA, ANNAPOLIS
ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from PHILIP T. HALL and RACHEL HALL, his wife, to FOREST VILLA, INCORPORATED dated July 15, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC 946, folio 103, and by mesne assignment, now held by Futurus, Inc. (dated January 23, 1963) which assignment is recorded among the Land Records of Anne Arundel County in Liber GTC 946, folio 106; The undersigned as Attorney named in the Mortgage to foreclose in event of default, default having occurred in said Mortgage, will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

WEDNESDAY, APRIL 10, 1963

AT 11:00 O'CLOCK A.M.

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

BEING known and designated as Lot No. Four (4), Block "E", as shown on the Plat of Forest Villa which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 35.

BEING the same property conveyed to Philip T. Hall and Rachel Hall, his wife, from Forest Villa, Incorporated, by deed dated July 15, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC 946, folio 97.

This property is being sold subject to a first Mortgage from Philip T. Hall and Rachel Hall, his wife, to Annapolis Federal Savings and Loan Association of Annapolis, Maryland (formerly Enterprise Federal Savings and Loan Association), dated July 15, 1955 and recorded among the Land Records of Anne Arundel County in Liber GTC 946, folio 99.

This property is improved by a dwelling known as 2 Louis Drive, Forest Villa, containing 5 rooms and bath, automatic gas heat, outside walls finished with asbestos shingles.

TERMS OF SALE: A deposit of ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per 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
144 - Gloucester Street
Annapolis, Maryland

FILED
1963 APR 19 PM 3:17

10

AGREEMENT
AND
AFFIDAVIT BY PURCHASER

BOOK 147 PAGE 272

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

I HEREBY CERTIFY, THAT ON THIS 10TH DAY OF APRIL, 1963, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED Miriam F. Stone, as President of Futurus, Inc., 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 $3,500.00, A DEPOSIT OF $350.00, SUBJECT TO A FIRST MORTGAGE TO ANNAPOLIS FEDERAL S. & L ASSN. OF $5,148.16 AS OF THIS DATE, 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 SHE IS AN OFFICER ACTING FOR FUTURUS, INC.

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~~:
ATTEST:

Isla B. Stolley

FUTURUS, INC. (SEAL)

BY: Miriam F. Stone (SEAL)
MIRIAM F. STONE, PRESIDENT

Milton Finkelstein
~~ROBERT H. CAMPBELL~~, AUCTIONEER
MILTON FINKLESTEIN

Emanuel Cauvas
NOTARY PUBLIC

FILED

1963 APR 19 PM 3:17

BOOK 147 PAGE 273

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
PHILIP T. HALL AND	*	FOR
RACHEL HALL, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. 15,495 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 "EVENING CAPITAL", A NEWSPAPER PRINTED AND PUBLISHED IN ANNE ARUNDEL COUNTY, HE DID, PURSUANT TO SAID NOTICE OF SALE, ATTEND IN PERSON AT THE COURTHOUSE DOOR, IN THE CITY OF ANNAPOLIS, MARYLAND, ON WEDNESDAY, APRIL 10, 1963, AT 11:00 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 THAT LOT OF GROUND SITUATE AND LYING IN THE SIXTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND AND DESCRIBED AS FOLLOWS:

BEING KNOWN AND DESIGNATED AS LOT NO. FOUR (4) BLOCK "E", AS SHOWN ON THE PLAT OF FOREST VILLA WHICH PLAT IS RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK NO. 25, FOLIO 35.

BEING THE SAME PROPERTY CONVEYED TO PHILIP T. HALL AND RACHEL HALL, HIS WIFE, FROM FOREST VILLA, INCORPORATED, BY DEED DATED JULY 15, 1955, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER GTC 946, FOLIO 97.

SAID PROPERTY BEING SOLD TO FUTURUS, INC. AT AND FOR THE SUM OF $3,500.00, SUBJECT TO FIRST MORTGAGE TO ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION OF $5,148.16 AS OF THIS DATE, IT BEING AT THAT PRICE THEN AND THERE, THE HIGHEST BIDDER THEREFOR.

FILED

1963 APR 19 PM 3:17

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

12

THE SAID PURCHASER HAS 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

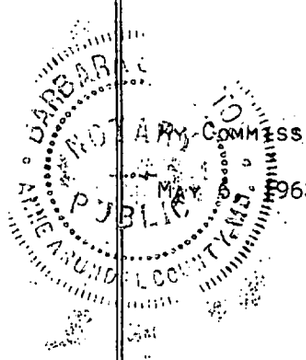
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 10th DAY OF APRIL, 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

BARBARA S. SANTOS, NOTARY PUBLIC



MY COMMISSION EXPIRES:

MAY 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

13

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PHILIP T. HALL AND RACHEL HALL, HIS WIFE

~~XXXXXX~~

BOOK 147 PAGE 275

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,495 Equity

Ordered, this 19th day of April, 19 63, 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 24th 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 24th day of May next.

The report states that the amount of sale was $ 3,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Samuel M. Ivrey, Atty.
(Final Order)

FOR: EVENING CAPITAL April 23rd Edition

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PHILIP T. HALL AND RACHEL HALL, HIS WIFE

~~XXXXXX~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27a 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 27 PM 4:26

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,495 Equity

IN THE MATTER OF THE MORTGAGE REAL ESTATE OF PHILIP T. HALL AND RACHEL HALL, HIS WIFE

Ordered, this 19th day of April, 1963, That the sale of the property in these proceedings mentioned made and reported by Samuel M. vrey, Attorney BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th 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 24th day of May next.

The report states that the amount of sale was $3,500.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

M-14

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 276

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 15, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,495

Philip T. Hall

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 24th day of May, 1963. The first insertion being made the 23rd day of April, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1963 MAY 15 PM 4:01

No. E. C. 34975

15

BOOK 147 PAGE 277

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PHILIP T. HALL and RACHEL HALL, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,495 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 28 PM 3:35 FILED

All of which is respectfully submitted.

June 28, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 16th day of July, 1963, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: C. B. Tollevik, deputy

FILED

1963 JUL 16 AM 10:21

16

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PHILIP T. HALL and RACHEL HALL, his wife

BOOK 147 PAGE 278

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

					Cr.	
1963						
April	10	Proceeds of Sale	3,500	00	3,500	00
		Refund City of Annapolis taxes (85.79) adjusted 4/10/63 to 6/30/63	19	10	19	10
					3,519	10
		To Attorney for fee, viz:	50	00		
		To Attorney for commissions, viz:	135	00	185	00
		To Attorney for Court Costs, viz:				
		Plaintiffs Solicitors appearance fee	10	00		
		Clerk of Court - Court costs	28	00		
		Auditor - stating this account	25	00	63	00
		To Attorney for expenses, viz:				
		Capital-Gazette Press - advertising sale	80	52		
		Capital-Gazette Press - Order nisi, sale	15	00		
		Speer Publications - handbills	17	00		
		Globe Indemnity Company-bond premium	14	00		
		Robert H. Campbell - auctioneer's fee	45	00		
		One-half cost documentary stamps	5	78		
		1963 State & County taxes-adj. (131.10) 1/1/63 to 4/10/63	38	20		
		City of Annapolis-Water Service 12/11/63 to 4/10/63	8	85		
		Barbara S. Santos - notary fees	1	00	225	35
		To Futurus, Inc. In full for Mortgage claim filed	2,937	53		
		Interest on unpaid balance of $2,932.63 from 4/10/63 to 7/15/63 - 96 days @ 6%	28	68	2,966	21

		To Philip T. Hall and Rachel Hall,				
		this surplus	79	54	79	54
					3,519	10

BOOK 147 PAGE 280

In the Matter of the	:	No. 15,549	Equity
Mortgaged Real Estate of	:	In the Circuit Court	
Mamie M. Mosier and	:	for	
Cecil M. Mosier, her husband	:	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 APR 16 PM 12:35

5253

BOOK 147 PAGE 281 BOOK 1509 PAGE 504 No. 15,549

Purchase Money

This Mortgage,

made this 18th day of September in the year one thousand nine hundred and sixty-one, between MAMIE M. MOSIER and CECIL M. MOSIER, her husband of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

EIGHT THOUSAND NINE HUNDRED DOLLARS ----------($8,900.00) Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

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

The 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 Seventh Election District, Anne Arundel Co., State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lots Nos. 8 and 10, Block 7, in subdivision known as Franklin Manor Beach, as per plat recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 4.

BEING the same property conveyed unto the within-named Mortgagors by Olaf M. Anderson 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 APR 16 PM 12:35

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 F. McNew
Dorothy F. McNew

Mamie M. Mosier (SEAL)
Mamie M. Mosier

~~Cecil M. Mosier~~ (SEAL)

Cecil M. Mosier (SEAL)
Cecil M. Mosier

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 18th day of September, 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 Mamie M. Mosier and Cecil M. Mosier, her husband, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared WILMER M. JOHNSON, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

1100 Dorothy P. McNew

Dorothy P. McNew
NOTARY PUBLIC

My Commission expires Rec'd for record Sept. 21, 1961 at 4:09 P.M.
Mailed to Wm. W. Townshend, Jr.

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

MORTGAGE

FROM

MAMIE M. MOSIER and

CECIL M. MOSIER, her husband

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 $ 1100

BOOK 147 PAGE 285

AFFIDAVIT OF NON-MILITARY SERVICE

No. 15,549 Equity

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 16th day of April, 19 63, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William W. Townshend, Jr., Attorney named in Mortgage from Mamie M. Mosier and Cecil Mosier, her husband, to Loyola Federal Savings and Loan Association, dated September 18th, 1961 that to the best of his knowledge 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.)

Mamie M. Mosier and Cecil M. Mosier, her husband

~~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 16th day of April, 19 63.

Notarial Seal

Dorothy P. McNew,

Notary Public.

My Commission will expire on:

May 6th, 1963

Filed,

FILED

1963 APR 16 PM 12:35

BOOK 147 PAGE 286 No. 15,548 Equity

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

ANNAPOLIS, MARYLAND

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

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Mamie M. Mosier and Cecil M. Mosier, her husband, dated September 18th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1509, Folio 504, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

WEDNESDAY, MAY 15, 1963

at 10:00 o'clock A.M.

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

KNOWN AND DESIGNATED as Lots Nos. 8 and 10, Block 7, in subdivision known as Franklin Manor Beach, as per plat recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 4.

BEING the same property conveyed unto Mamie M. Mosier and Cecil M. Mosier, her husband, by Olaf M. Anderson and Alice Anderson, his wife, by deed dated September 18th, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1509, Folio 502.

The above property consists of a one story, frame dwelling with modern conveniences.

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

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1963 APR 16 PM 12:35

7

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 - April 18th, 25th,
May 2nd and 9th, 1963

Please send twenty-five handbills

In the Matter of the	: No. 15,549	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Mamie M. Mosier and	: for	
Cecil M. Mosier, her husband	: Anne Arundel County	
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Mamie M. Mosier and Cecil M. Mosier, her husband, to Loyola Federal Savings and Loan Association (formerly United Federal) dated September 18th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1509, Folio 504.		$8,900.00
Less total amount paid on account of principal	$287.02	
Less Credit Expense Account.	66.91	
	$353.93	353.93
		$8,546.07
Plus interest to May 15, 1963		236.90
Total amount of indebtedness		$8,782.97

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 16th 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 he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy J. McNew

Dorothy J. McNew, Notary Public

FILED

1963 APR 16 PM 12:35

9

The Pennsylvania Insurance Company

BOOK 147 PAGE 289

BOOK 12 PAGE 39

15,549

A STOCK COMPANY

No. 15,549 Equity

BOND NO. 47 52 42

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 NINE THOUSAND FIVE HUNDRED AND NO/100 ($9,500.00) - 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 3rd day of May, 1963.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Mamie M. Mosier and Cecil M. Mosier, her husband, to the Loyola Federal Savings and Loan Association, bearing date on or about the 18th day of September, 1961, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1509, Folio 504, 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:

(SEAL)
William W. Townshend, Jr.

Witness as to Surety:

THE PENNSYLVANIA INSURANCE COMPANY

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

Bond approved this 6th day of May, 1963

Louis N. Phipps, Clerk

FILED

1963 MAY -6 PM 12:32

Form 24 S831
10

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 Mamie M. Mosier and Cecil M. Mosier, her husband, dated September 18th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1509, Folio 504, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on.

Wed., May 15, 1963 at 10:00 o'clock A.M.

ALL those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland.

KNOWN AND DESIGNATED as Lots Nos. 8 and 10, Block 7, in subdivision known as Franklin Manor Beach, as per plat recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 4.

BEING the same property conveyed unto Mamie M. Mosier and Cecil M. Mosier, her husband, by Olaf M. Anderson and Alice Anderson, his wife, by deed dated September 18th, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1509, Folio 502.

The above property consists of a one story, frame dwelling with modern conveniences.

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

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland
Robert H. Campbell
Auctioneer

M-9

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 260

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 10, 1963

We hereby certify, that the annexed

Attorney's Sale

Mamie M. Mosier

No. 15,549 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of May, 1963. The first insertion being made the 18th day of April, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 MAY 14 PM 1:14

By A. Leighman

BOOK 147 PAGE 291

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 Mamie M. Mosier and Cecil M. Mosier, her husband, dated September 18th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1509, Folio 504, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

WEDNESDAY, MAY 15, 1963

at 10:00 o'clock A.M.

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

KNOWN AND DESIGNATED as Lots Nos. 8 and 10, Block 7, in subdivision known as Franklin Manor Beach, as per plat recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 4.

BEING the same property conveyed unto Mamie M. Mosier and Cecil M. Mosier, her husband, by Olaf M. Anderson and Alice Anderson, his wife, by deed dated September 18th, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1509, Folio 502.

The above property consists of a one story, frame dwelling with modern conveniences.

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

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

FILED
1963 MAY 20 AM 10:12

BOOK 147 PAGE 292

Annapolis, Maryland
May 15, 1963

I hereby certify that I have this fifteenth day of May 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 SEVEN THOUSAND DOLLARS-----($7,000.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell

I/we hereby certify that I/we have this fifteenth day of May, 1963, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of SEVEN THOUSAND DOLLARS ($7,000.00) and I/we hereby agree to comply with the terms of sale.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Wilmer M. Johnson
Wilmer M. Johnson
Vice President

FILED

1963 MAY 20 AM 10:12

12

BOOK 147 PAGE 293

In the Matter of the Mortgaged	: No.	Equity
Real Estate of Mamie M. Mosier	:	In the Circuit Court
and Cecil M. Mosier, her husband	:	for
	:	Anne Arundel County

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify that on this 15th day of May 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) it was not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) it had not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

William W. Townshend, Jr.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

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

_____ (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

FILED

1963 MAY 20 AM 10:12

13

In the Matter of the	: No. 15,749	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Mamie M. Mosier and	: for	
Cecil M. Mosier, her husband	: 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 Mamie M. Mosier and Cecil M. Mosier, her husband, dated September 18th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1509, Folio 504, 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, May 15, 1963, at 10:00 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 SEVEN THOUSAND DOLLARS ($7,000.00), 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 Seventh Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lots Nos. 8 and 10, Block 7, in subdivision known as Franklin Manor Beach, as per plat thereof

FILED

1963 MAY 20 AM 10:12

14

recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 4.

BEING the same property conveyed unto Mamie M. Mosier and Cecil M. Mosier, her husband, by Olaf M. Anderson and Alice Anderson, his wife, by Deed dated September 18th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1509, Folio 502.

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

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 15th day of May 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 MAMIE M. MOSIER AND CECIL M. MOSIER, HER HUSBAND

BOOK 147 PAGE 296

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,549 Equity

Ordered, this 20th day of May, 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 24th 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 24th day of June next.

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

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Wm. W. Townshend, Jr., Atty. FOR: MARYLAND GAZETTE May 23rd Edition

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF MAMIE M. MOSIER AND CECIL M. MOSIER, HER HUSBAND

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th 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.

V. Bruce Dunbeck

JUDGE.

FILED

1963 JUN 26 PM 4:22

16

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,549 Equity

In the Matter of the Mortgaged Real Estate of

MAMIE M. MOSIER and

CECIL M. MOSIER, her husband

Ordered, this 20th day of May, 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 24th 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 24th day of June next.

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

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

Ju-13

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 291

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 24, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,549

Mamie M. Mosier

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 June, 1963. The first insertion being made the 23rd day of May, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By B. Tilghman

FILED

1963 JUN 25 PM 3:13

No. M. G. 29963

17

In the Case of

BOOK 147 PAGE 298

In the matter of the Mortgaged Real Estate of Mamie M. Mosier and Cecil M. Mosier, Her Husband

VS.

In the Circuit Court For Anne Arundel County

No. 15,549 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 JUL 12 PM 4:10

All of which is respectfully submitted.
July 12, 1963

John Hopkins Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 30th day of July, 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

FILED
1963 JUL 30 AM 11:11

18

19

Dr. In the matter of the Mortgaged Real Estate of Mamie M. Mosier and Cecil M. Mosier, Her Husband

BOOK 147 PAGE 299

In Acct. with William W. Townshend, Jr., Attorney named in Mortgage.

					Cr.	
1963						
May	15	Proceeds of Sale	7,000	00	7,000	00
					7,000	00
		To Attorney for fee, viz	100	00		
		To Attorney for Commissions, viz	240	00	340	00
		To Attorney for Court costs, viz				
		Plaintiffs Solicitors Appearance fee	10	00		
		Clerk of Court - Court Costs	28	00		
		Auditor - stating this account	22	50	60	50
		To Attorney for expenses viz				
		Capital-Gazette Press - Advertising Sale	63	00		
		Capital Gazette Press - Order nisi, Sale	15	00		
		Speer Publications - Handbills	17	00		
		Robert H. Compbell - Auctioneer Fee	45	00		
		Pennsylvania Insurance Co. - Bond Premium	38	00		
		One half Cost documentary stamps	11	55		
		1963 County and State Taxes (135.71) adjusted 1/1/63 to 5/15/63	50	09		
		Dorothy P. McNew - Notary Fees	1	50	241	14
		Loyola Federal Savings and Loan Assn.				
		this balance on account of claim filed	6,358	36	6,358	36
					7,000	00
		Amount of Mortgage Claim filed	8,782	97		
		Interest on principal balance of 8546.07 from 5/15/63 to 7/29/63 - 75 days @ 6%	105	63		
			8,888	60		
		Cr - Amount allowed above	6,358	36		
		Balance Subject to Decree in Personam	2,530	24		

BOOK 147 PAGE 300

In the Matter of the	: No. 15,522	Equity
Mortgaged Real Estate of	: In the Circuit Court	
John E. Jones and Nancy L.	: for	
Jones, 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 APR -3 AM 11:07

3453

No. 15,522 Equity

LIBER 1112 PAGE 182

Purchase money

BOOK 147 PAGE 301

This Mortgage,

made this 12 day of April in the year one thousand nine hundred and fifty-seven, between JOHN E. JONES and NANCY L. JONES, 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

NINE THOUSAND FOUR HUNDRED NINETY DOLLARS ----------($9,490.00)

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

By the payment of SIXTY NINE DOLLARS ----------($69.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

KNOWN AND DESIGNATED as Lot No. 27 as shown on the Plat of Aquavilla recorded among the Plat Records of Anne Arundel County in Plat Book 27, Folio 34.

BEING the same property conveyed to the within-named Mortgagors by Standard Homes Builders, Inc., a body corporate, by assignment of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1963 APR -3 AM 11:07

2

The said Mortgagor(s) 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 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 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

John E. Jones (SEAL)

John E. Jones

Nancy L. Jones (SEAL)

Nancy L. Jones

(SEAL)

BOOK 147 PAGE 304 LIBER 1112 PAGE 185

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 12th day of April, in the year one thousand, nine hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John E. Jones and Nancy L. Jones, 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~~ Louis J. DeAlba, Vice-President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman

NOTARY PUBLIC

My Commission expires 5/6/57

Pauline M. Bozman

Rec'd for record Apr 15 1957 at 12.46 PM.

Mailed to Wm. W. Townshend, Jr.

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

PURCHASE MONEY
MORTGAGE
FROM
JOHN E. JONES AND
NANCY L. JONES, HIS WIFE
TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

750

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.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY

1957 APR 15 PM 12:49

Cost of Record $ IN LIBER 6 IC NO 1112 FOLIO 182

GEO. T. CROMWELL, CLERK

No. 15,522 Equity

BOOK 147 PAGE 305

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 3rd day of April ,

1963 , 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 John E. Jones and Nancy L. Jones, his wife, to Loyola Federal Savings and Loan Association (Formerly United Federal), dated April 12, 1957

plaintiff , in the above entitled cause, and made oath, in due form of law, that to the best of his knowledge defendant s

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

John E. Jones and Nancy L. Jones, his wife

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 3rd day of April , 1963 .

Notarial Seal

Dorothy P. McNew, Notary Public.

My Commission will expire on:

May 6th, 1963

Filed,

FILED

1963 APR -3 AM 11:07

6

No. 15,522 Equity

BOOK 147 PAGE 306

WILLIAM W. TOWNSHEND, JR., Attorney

Towns-Worth Bldg., South St.

Annapolis, Maryland

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

OF VALUABLE

LEASEHOLD IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from John E. Jones and Nancy L. Jones, his wife, dated April 12, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1112, Folio 182, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

MONDAY, APRIL 29th, 1963

at 1:00 o'clock P.M.

All that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 27, as shown on the Plat of Aquavilla recorded among the Plat Records of Anne Arundel County in Plat Book 27, folio 34.

BEING the same property conveyed unto John E. Jones and Nancy L. Jones, his wife, by Deed of Assignment dated April 12, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1112, Folio 180.

The above property is subject to an annual ground rent of One Hundred Eight Dollars ($108.00), payable in half-yearly installments on the 3rd days of August and February, and is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser or purchasers at the time and place of sale;

FILED

1963 APR -3 AM 11:07

6

balance of purchase price to be paid in full 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 - April 4, 11, 18 and 25, 1963

Please send twenty-five handbills

In the Matter of the	: No. 15,522	Equity
Mortgaged Real Estate of	:	In the Circuit Court
John E. Jones and Nancy L.	:	for
Jones, his wife	:	Anne Arundel County
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from John E. Jones and Nancy L. Jones, his wife, to Loyola Federal Savings and Loan Association, formerly United Federal, dated April 12, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1112, Folio 182.		$9,490.00
Less total amount paid on account of principal.	$1,565.05	
Less Credit Expense Account	23.82	
	$1,588.87	1,588.87
		$7,901.13
Plus interest to May 1, 1963.		199.42
		$8,100.55

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 3rd 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 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 APR -3 AM 11:07

8

The Pennsylvania Insurance Company

BOOK 147 PAGE 309

A STOCK COMPANY

#15,522 Equity

BOOK 12 PAGE 24

BOND NO. 47 52 41

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 NINE THOUSAND FOUR HUNDRED AND NO/100 ($9,400.00) - 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 John E. Jones and Nancy L. Jones, his wife, to the Loyola Federal Savings and Loan Association, bearing date on or about the 12th day of April, 1957, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1112, Folio 182, 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

Bond approved this 19th day of April, 1963

Louis N. Phipps, Clerk

FILED

1963 APR 19 AM 10:39

Form 24 S831

8-61

9

WILLIAM W. TOWNSHEND, JR.,
Attorney
Towns-Worth Bldg., South St.
Annapolis, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from John E. Jones and Nancy L. Jones, his wife, dated April 12, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1112, Folio 182, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

MONDAY, APRIL 29th 1963 AT 1:00 O'CLOCK P.M.

All that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 27, as shown on the Plat of Aquavilla recorded among the Plat Records of Anne Arundel County in Plat Book 27, folio 34.

BEING the same property conveyed unto John E. Jones and Nancy L. Jones, his wife, by Deed of Assignment dated April 12, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1112, Folio 180.

The above property is subject to an annual ground rent of One Hundred Eight Dollars ($108.00), payable in half-yearly installments on the 3rd days of August and February, and is improved by a dwelling with modern conveniences.

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

A-25

No. 10

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 310

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 25, 1963

We hereby certify, that the annexed

Attorney's Sale

John E. Jones

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 4th day of April, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 APR 26 AM 10:20

By H. Wilgharras

ROBERT H. CAMPBELL - - - **Auctioneer**

BOOK 147 PAGE 311

WILLIAM W. TOWNSHEND, JR., Attorney
Towns-Worth Bldg., South St.
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

LEASEHOLD IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from John E. Jones and Nancy L. Jones, his wife, dated April 12, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1112, Folio 182, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

MONDAY, APRIL 29th, 1963

AT 1:00 O'CLOCK P.M.

All that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 27, as shown on the Plat of Aquavilla recorded among the Plat Records of Anne Arundel County in Plat Book 27, folio 34.

BEING the same property conveyed unto John E. Jones and Nancy L. Jones, his wife, by Deed of Assignment dated April 12, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1112, Folio 180.

The above property is subject to an annual ground rent of One Hundred Eight Dollars ($108.00), payable in half-yearly installments on the 3rd days of August and February, and is improved by a dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full 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 30 AM 9:20

No. 15,552 Equity

BOOK 147 PAGE 312

Annapolis, Maryland
April 29th, 1963

I hereby certify that I have this twenty-ninth day of April 1963, sold the property described on the reverse hereof unto ALBERT P. WARNER and DOROTHY P. WARNER, his wife
at and for the sum of SIX THOUSAND NINE HUNDRED FIFTY DOLLARS ($6,950.00)

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

Robert H. Campbell

I/we hereby certify that I/we have this twenty-ninth day of April 1963, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of
SIX THOUSAND NINE HUNDRED FIFTY DOLLARS---------- ($6,950.00)
and I/we hereby agree to comply with the terms of sale.

Albert P. Warner

Dorothy P. Warner

3711 Cumberland Rd
Balto. 27, Md.

FILED

1963 APR 30 AM 9:20

BOOK 147 PAGE 313

In the Matter of the	: No. 15522	Equity
Mortgaged Real Estate of	: In the Circuit Court	
John E. Jones and Nancy L.	: for	
Jones, his wife	: Anne Arundel County	
	:	
	:	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify, that on this 29th day of April, 1963, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Albert P. Warner and Dorothy P. Warner, 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.

Albert P. Warner (SEAL)

Dorothy P. Warner (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

FILED

1963 APR 30 AM 9:20

13

In the Matter of the Mortgaged	: No. 15,522	· Equity
Real Estate of John E. Jones	: In the Circuit Court	
and Nancy L. Jones, his wife	: for	
	: Anne Arundel County	
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from John E. Jones and Nancy L. Jones, his wife, dated April 12, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1112, Folio 182, 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 Monday, April 29th, 1963, at 1:00 o'clock P.M., and then and there sold the said property to Albert P. Warner and Dorothy P. Warner, his wife, at and for the sum of SIX THOUSAND NINE HUNDRED FIFTY DOLLARS ($6,950.00), being at that figure the highest bidders therefor, said property described as follows:

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

KNOWN AND DESIGNATED as Lot No. 27, as shown on the Plat of Aquavilla, which plat is recorded among the Plat Records of Anne

FILED
1963 APR 30 AM 9:20

14

Arundel County in Plat Book 27, Folio 34.

BEING the same property conveyed unto John E. Jones and Nancy L. Jones, his wife, by Deed of Assignment dated April 12, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1112, Folio 180.

The above property is subject to an annual ground rent of One Hundred Eight Dollars ($108.00), payable in half-yearly installments on the 3rd days of August and February.

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 full 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 29th 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 JOHN E. JONES AND

NANCY L. JONES, HIS WIFE

XXXXXX

BOOK 147 PAGE 316

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,522 Equity

Ordered, this 30th 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 $ 6,950.00

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 JOHN E. JONES AND

NANCY L. JONES, 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 -5 AM 10:28

1C

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,522 Equity
In the Matter of the Mortgaged Real Estate of
JOHN E. JONES and
NANCY L. JONES, his wife

Ordered, this 30th 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 $6,950.00.

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 147 PAGE 317

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 27, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,522

John E. Jones

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of January, 1963. The first insertion being made the 2nd day of May, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 MAY 27 PM 2:35

No. M. G. 29722

By E. A. Tilghman

17

In the Case of BOOK 147 PAGE 318

In the Matter of the mortgaged Real Estate of

John E. Jones and Nancy L. Jones, His Wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,522 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 JUL 12 PM 4:10

All of which is respectfully submitted.
July 12, L963

J. Chester Hopkins Sr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 30th day of July, 1963, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

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

FILED
1963 JUL 30 AM 11:16

18

19

Dr. In the Matter of the Mortgaged Real Estate of John E. Jones and Nancy L. Jones, his wife

BOOK 147 PAGE 319

In Acct. with William W. Townshend, Jr., Attorney named in Morgage

					Cr.	
1963						
April	29	Proceeds of Sale	6,950	00		
		Interest on deferred payment of $6200.00 from 4/29/63 to 7/3/63	66	30	7,016	30
		Refund Anne Arundel County Sanitary Charges (48.58) 4/29/63 to 12/31/63	32	40		
		Refund 1963 County and State Taxes (154.44) 4/29/63 to 12/31/63	102	96	135	36
					7,151	66
		To Attorney for fee, viz:	100	00		
		To Attorney for Commissions, viz:	240	49	340	49
		To Attorney for Court Costs, viz:				
		Plaintiffs Solicitors Appearance Fee	10	00		
		Clerk of Court - Court Costs	28	00		
		Auditor - Stating this account	22	50	60	50
		To Attorney for expenses, viz:				
		Capital-Gazette Press - Advertising Sale	68	24		
		Capital-Gazette Press- Order nisi, Sale	15	00		
		Speer Publications - Handbills	17	00		
		Robert H. Campbell - Auctioneer Fee	45	00		
		Pennsylvania Insurance Co. - Bond Premium	37	60		
		One half Cost Documentary Stamps	11	55		
		Doroty P. McNew - Notary Fees	1	50	195	89
		To Loyola Federal Savings and Loan Assn. this balance on account of Claim filed	6,554	78	6,554	78
					7,151	66

Amount of Mortgage Claim Filed	8,100	55	
Interest on principal balance of $7,901.13 from 5/1/63 to 7/29/63 - 89 days @ 6%	115	67	
	8,216	22	
Cr - Amount allowed above	6,554	78	
Balance Subject to decree in Personam	1,661	44	

BOOK 147 PAGE 321

EUGENE J. SILVERMAN, Assignee 215 N. Calvert Street Baltimore 2, Maryland	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
GEORGE JACKSON DILLAVOU 105 Allen Road Glen Burnie, Maryland	*	ANNE ARUNDEL COUNTY
	*	Equity No. 15555

* * * * * * * * * * *

PETITION TO DOCKET SUIT

Mr. Clerk:

Please docket the within suit and file the Mortgage as an Exhibit.

Eugene J. Silverman, Assignee

FILED

1963 APR 18 AM 10:23

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

LIBER 1000 PAGE 191

MARYLAND

BOOK 147 PAGE 322

No. 15,555 Equity

MORTGAGE

THIS MORTGAGE, made this 16 day of FEBRUARY, A. D. 19 56, by and between

- - - - - - - - GEORGE JACKSON DILLAVOU - - - - - - - -

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

a corporation organized and existing under the laws of the State of Delaware 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 ELEVEN THOUSAND ONE HUNDRED & - - - - - - - - - - - - - 00/100 Dollars ($ 11,100.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one half per centum (4-1/2 %) per annum until paid, principal and interest being payable at the office of MERCHANTS MORTGAGE COMPANY, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SIXTY-ONE & - - - - - - - - - - - - - - - - - 71/100 Dollars ($ 61.71), commencing on the first day of APRIL, 19 56, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of MARCH, 19 81. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

ALL that lot of ground known and designated as lot No. 57, as shown on the Plat of the Subdivision of Capital Hill Homes, Inc., recorded among the Plat Records of Anne Arundel County in Plat Book No. 26, folio 7. The improvements thereon being known as No. 105 Allen Road.

BEING the same lot of ground which by assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto was granted and conveyed by Capital Hill Homes, Inc., to George Jackson Dillavou.

FILED

1959 APR 18 AM 10:23

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

10—40000-8

FOR VALUE RECEIVED:, and without recourse, The Equitable Trust Company, Baltimore, Maryland, herdby assigns the within mortgage unto MERCHANTS MORTGAGE COMPANY.

AS WITNESS, the signature of said body corporate by hand of Leonard A. Wennagel, its Vice President, and its corporate seal hereto affixed this 11th day of February, 1958.

ATTEST:

Frank G. Barnickol - Ass't Sec'y

THE EQUITABLE TRUST COMPANY BY:

Leonard A. Wennagel - Vice Pres.

BOOK 147 PAGE 323

For Value Received and without recourse MERCHANTS MORTGAGE COMPANY hereby assigns the within mortgage and the debt secured thereby unto SAVINGS INSTITUTION OF SANDY SPRING, Sandy Spring, Md. As witness the signature of its Vice President and the seal of said body corporate this thirteenth day of FEBRUARY 1958.

TEST:

By Geo L Saur - Secretary

MERCHANTS MORTGAGE COMPANY

By George L Schnader Sr - Vice President

LIBER 1000 PAGE 192

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.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenanees 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 deserибed household applianees, 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:

We hereby assign the within mortgage this 12th day of March, 1963, to Eugene J. Silverman, Attorney, for foreclosure purposes only. Witness the corporate seal of the Savings Institution of Sandy Spring, Sandy Spring, Maryland, and the signature of the president of said corporation, the same attested by the secretary thereof.

ATTEST:

Francis Snowden, Secretary

SAVINGS INSTITUTION OF SANDY SPRING

By Francis Miller, President

104941

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Eight Dollars ($108.00), payable in equal semi-annual installments on the twenty-eighth days of June and December in each and every year.

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

16—49800-8

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for 120 days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or LEROY E. HOFFBERGER, 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 & - 00/100 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:

Beulah T. Saltz

(Beulah T. Saltz)

George Jackson Dillavou [SEAL]
(George Jackson Dillavou)

[SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 8th day of FEBRUARY, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared GEORGE JACKSON DILLAVOU the above named Mortgagors, and he acknowledged the foregoing mortgage to be his act.

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

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

Beulah T. Saltz
(Beulah T. Saltz) Notary Public.
My commission expires on May 6, 1957

Rec'd for record Feb. 9 1956, at 3:20 P.M.
Mailed to Samuel H. Hoffberger

FOR VALUE RECEIVED MERCHANTS MORTGAGE COMPANY HEREBY ASSIGNS THE WITHIN MORTGAGE AND THE DEBT SECURED THEREBY UNTO EQUITABLE TRUST COMPANY. AS WITNESS THE SIGNATURE OF ITS PRESIDENT AND THE SEAL OF SAID BODY CORPORATE THIS ELEVENTH DAY OF APRIL 1956.
TEST:

MERCHANTS MORTGAGE COMPANY

By Geo L Saur-Secretary

By C Edgar Smith Jr-President.

STATE OF MARYLAND

Mortgage

FROM

GEORGE JACKSON DILLAVOU

TO

MERCHANTS MORTGAGE COMPANY

Received for Record 10 FEB 1956, at 3:20 o'clock P M.
Same day recorded in Liber GTC No. 1000 Folio 191 &c., one of the Land Records of B.C.O.

examined per

GEORGE T. CROMWELL, Clerk.

Cost of Record, $

U. S. GOVERNMENT PRINTING OFFICE 16—46890-4

Mail to

SAMUEL H. HOFFBERGER
319 N. CALVERT ST.
BALTIMORE 2, MARYLAND

BOOK 147 PAGE 326

SHORT assignment OF MORTGAGE

FROM

MERCHANTS MORTGAGE COMPANY

TO

THE EQUITABLE TRUST COMPANY
BALTO 3 MD.

BLOCK No.

Received for Record

at o'clock M. Same day

Recorded in Liber GTC No.

Folio etc., one of the

Records of Anne Arundel County, and examined.

Per

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1956 APR 13 AM 10:42
& RECORDED IN LIBER GTC
NO 1000 FOLIO 195
GEO. T. GROMWELL, CLERK

Clerk.

10M—2-55

100
117

SHORT ASSIGNMENT OF MORTGAGE

FROM

THE EQUITABLE TRUST COMPANY

TO

MERCHANTS MORTGAGE COMPANY
824 N. Howard St. Balto. 1, Md.

TO

SAVINGS INSTITUTION OF SANDY SPRING

BLOCK

Received for Record

at o'clock M. Same day

Recorded in Liber M. L. P. No.

Folio etc., one of the

Anne Arundel County

Records of Baltimore City, and examined.

Per

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1958 FEB 14 AM 9:04

Clerk.

10M—10-52

& RECORDED IN LIBER GTC
NO 1000 FOLIO 195
GEO. T. GROMWELL, CLERK

Pd. 2.00

SHORT ASSIGNMENT OF MORTGAGE

FROM

SAVINGS INSTITUTION OF SANDY SPRING
Sandy Spring, Maryland

TO

EUGENE J. SILVERMAN, Attorney

for purposes of foreclosure

BLOCK

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.

Per

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1963 APR 18 AM 10:37
& RECORDED IN LIBER GTC
NO 1000 FOLIO 195
LOUIS M. PHIPPS, CLERK

Clerk.

10M—10-62

HOFFBERGER and HOLLANDER
ATTORNEYS-AT-LAW
215 N. CALVERT STREET
BALTIMORE 2, MARYLAND

200

File in Equity No. 15,555

5-A

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

BOOK 147 PAGE 327

IN THE

CIRCUIT COURT

OF

~~-BALTIMORE- CITY~~
ANNE ARUNDEL COUNTY

EUGENE J. SILVERMAN

Assignee

vs.

GEORGE JACKSON DILLAVOU

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

No. 15555 Equity

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared FRANCIS MILLER, President of SAVINGS INSTITUTION OF SANDY SPRING, MD. and made oath in due form of law that he (~~she~~) knows the defendant herein, and that to the best of his (~~her~~) information, knowledge and belief

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

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

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

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

Francis Miller
FRANCIS MILLER, Affiant

President

President,
SAVINGS INSTITUTION OF SANDY SPRING, MD.

Subscribed and sworn to before me this 16th day of April 1963

Jeanne H. Boyd
Notary Public

My commission expires 5/6/63

FILED

1963 APR 18 AM 10:23

BOOK 147 PAGE 328

EUGENE J. SILVERMAN, Assignee *, Docket _____ Folio _____
Case No. 15555
vs. * Filed _____
IN THE
GEORGE JACKSON DILLAVOU * CIRCUIT COURT
FOR
* ANNE ARUNDEL COUNTY

* * * * * * * * * * *

STATEMENT OF MORTGAGE DEBT

Due SAVINGS INSTITUTION OF SANDY SPRING, MD. from GEORGE JACKSON DILLAVOU on property 105 Allen Road, Glen Burnie, Maryland.

Unpaid Principal Balance		$ 9,390.67
Interest Due: 5/1/62 - 3/31/63		387.44
Plus:		
Money advanced by Merchants Mortgage Company for Real Property Taxes:		
1962	$200.26	
1963	195.81	396.07
Gross Amount Due as of 3/31/63		$10,174.18
Less Funds in Expense Account		18.78
Net Amount Due as of 3/31/63 (Savings Institution of Sandy Spring, Md.)		$10,155.40

Francis Miller President
of
SAVINGS INSTITUTION OF SANDY SPRING, MD.

FILED
1963 APR 18 AM 10:23

BOOK 147 PAGE 329

STATE OF MARYLAND, COUNTY OF ~~ANNE-ARUNDEL~~ MONTGOMERY, 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 said County, personally appeared Francis Miller, President of SAVINGS INSTITUTION OF SANDY SPRING, MD., 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.

Janice H. Boyd

JANICE H BOYD Notary Public

My commission expires 5/6/63

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BOND NO. 77 16 298

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3 BOOK 12 PAGE 51

BOOK 147 PAGE 330 No. 15,555 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Eugene J. Silverman, 215 N. Calvert Street Baltimore, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand Five Hundred and 00/100 ($10,500.00) ------- 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 16th day of May in the year of our Lord 1963

Whereas, the above bounden Eugene J. Silverman, Assignee by virtue of the power contained in a mortgage from George Jackson Dillavou to Merchant's Mortgage Company and subsequently assigned to Savings Institution bearing date the 8th day of February, 1956 and recorded among the mortgage records of Anne Arundel County in Liber GTC No. 1000 Folio 191 and Eugene J. Silverman, Assignee is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

In Testimony Whereof, the above bounden Eugene J. Silverman, Assignee has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Elsie L. Snyder

Eugene J. Silverman (SEAL)

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Hilda V. Hunter

As to Surety

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

MD3228a—500, 11-59 153723
Mortgagee's or Attorney's Bond

Bond approved this 17 day of May 1963

Louis N. Phipps, Clerk

FILED 1963 MAY 17 AM 10:48

9

Eugene J. Silverman
Solicitor
215 N. Calvert Stre
Baltimore 2, Maryland

Assignee's Sale

Of Valuable Leasehold Property

105 ALLEN ROAD,
ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from GEORGE JACKSON DILLAVOU to MERCHANTS MORTGAGE COMPANY dated February 8, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1000, folio 191, and subsequently assigned to SAVINGS INSTITUTION OF SANDY SPRING, MD. on the 13th day of February, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1000, folio 195 (default having occurred thereunder) the undersigned Assignee will sell at public auction on

Mon., May 20, 1963
at 2:00 o'clock P.M.

all that leasehold lot of ground and improvements thereon known as Lot 57 as shown on the Plat of Capital Hill Homes, Inc., recorded among the Plat Records of Anne Arundel County in Plat Book No. 26, folio 7. The improvements known as No. 105 Allen Road.

Subject to the payment of an annual ground rent of $108.00 issuing out of said lot, and to any restrictive covenants and public utility agreements affecting said property.

The improvements consisting of a split-level frame dwelling, trimmed with brick veneer, containing five rooms and one bath with modern facilities.

Terms of Sale: A cash deposit of $500.00 will be required of the purchaser; balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from the date of sale to date of settlement. Taxes, ground rent and all other expenses, including A. A. County Sanitary Commission charges, if any, and all other assessments and public charges, to be adjusted to date of sale.

EUGENE J. SILVERMAN,
Assignee of SAVINGS INSTITUTION OF SANDY SPRING MD.

ALEX COOPER, Auctioneers
212 N. Calvert Street
Baltimore 2, Maryland m-16

OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 331

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 21, 1963

We hereby certify, that the annexed

Assignee's Sale

George Jackson Dillavou

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 25th day of April, 1963.

FILED
1963 MAY 22 PM 1:49

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 147 PAGE 332

VS.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 20th day of May 1963, sold the property described in the attached advertisement of sale at and for the sum of $10,287.00 to Sav. Institute of Sandy Spring he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

By Joseph A. Cooper
Alex Cooper - Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 20th day of May 1963, purchased the property described in the attached advertisement of sale from Eugene J. Silverman, Assignee of Savings Institution of Sandy Spring, Md. at and for the sum of $10,287.00 xx and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Savings Institution Sandy Spring
Purchaser
By Ogden Statler Asst Mortgage Officer

FILED

1963 MAY 23 AM 9:54

Eugene J. Silverman
Solicitor
215 N. Calvert Street
Baltimore 2, Maryland

Assignee's Sale

Of Valuable Leasehold Property

105 ALLEN ROAD,
ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from GEORGE JACKSON DILLAVOU to MERCHANTS MORTGAGE COMPANY dated February 8, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1000, folio 191, and subsequently assigned to SAVINGS INSTITUTION OF SANDY SPRING, MD. on the 13th day of February, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1000, folio 195 (default having occurred thereunder) the undersigned Assignee will sell at public auction on

Mon., May 20, 1963 at 2:00 o'clock P.M.

all that leasehold lot of ground and improvements thereon known as Lot 57 as shown on the Plat of Capital Hill Homes, Inc., recorded among the Plat Records of Anne Arundel County in Plat Book No. 26, folio 7. The improvements known as No. 105 Allen Road.

Subject to the payment of an annual ground rent of $108.00 issuing out of said lot, and to any restrictive covenants and public utility agreements affecting said property.

The improvements consisting of a split-level frame dwelling, trimmed with brick veneer, containing five rooms and one bath with modern facilities.

Terms of Sale: A cash deposit of $500.00 will be required of the purchaser; balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from the date of sale to date of settlement. Taxes, ground rent and all other expenses, including A. A. County Sanitary Commission charges, if any, and all other assessments and public charges, to be adjusted to date of sale.

EUGENE J. SILVERMAN,
Assignee of SAVINGS INSTITUTION OF SANDY SPRING MD.

ALEX COOPER, Auctioneers
212 N. Calvert Street
Baltimore 2, Maryland m-16

10

BOOK 147 PAGE 333

No. 15,555

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 20 day of May, 1963, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Baltimore City~~, Baltimore County personally appeared Edgar H. Stabler For Sav. Institute of Sandy Spring, 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 105 Allen Rd. - Anne Arundel County mentioned in the said Report of Sale.

Savings Institute of Sandy Spring (SEAL)
By Edgar H. Stabler
Assistant Mortgage Officer
Purchaser

Joseph A. Cooper
Notary Public

Purchaser

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

FILED
1963 MAY 23 AM 9:54

BOOK 147 PAGE 334

EUGENE J. SILVERMAN, Assignee for SAVINGS INSTITUTION OF SANDY SPRING, Md.	*,	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
GEORGE JACKSON DILLAVOU	*	ANNE ARUNDEL COUNTY
	*	Equity No. 15,555

* * * * * * * * * * *

REPORT OF SALE.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of EUGENE J. SILVERMAN, Assignee for SAVINGS INSTITUTION OF SANDY SPRING, MD. under a certain mortgage dated February 8, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1000, folio 191, from GEORGE JACKSON DILLAVOU to MERCHANTS MORTGAGE COMPANY and subsequently assigned to SAVINGS INSTITUTION OF SANDY SPRING, MD. on the 13th day of February, 1963, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1000, folio 195, respectfully states:

That default having occurred in the payment of the principal and interest secured by the aforesaid mortgage filed in this cause, and in the other terms and conditions thereof, your Assignee, acting under the power and authority conferred upon him by the Mortgagees pursuant to said mortgage, and having complied with all of the requirements of law, after giving notice of at least Twenty (20) days of the time, place and manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, and having general circulation therein, and after giving his approved bond for the faithful

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1963 MAY 23 AM 9:54

12

performance of his trust, did, pursuant to said notice of sale, on the premises on Monday, May 20, 1963, at two o'clock p.m., proceed to sell the leasehold property mentioned in these proceedings, to wit: Lot No. 57 as shown on the Plat of Capital Hill Homes, Inc., recorded among the Plat Records of Anne Arundel County in Plat Book No. 26, folio 7, the improvements thereon being known as No. 105 Allen Road, Glen Burnie, Maryland, to the SAVINGS INSTITUTION OF SANDY SPRING, MD., Sandy Spring, Maryland, at and for the sum of Ten Thousand Two Hundred & Eighty-seven ($10,287.00) Dollars, it being then and there the highest bidder therefor.

A Memorandum of Sale is filed herewith and marked as "Exhibit B"; a Certificate of Publication is filed herewith and marked "Exhibit C"; an Affidavit from the purchaser that it was the bona fide purchaser and not an Agent in said purchase, is filed herewith and marked "Exhibit D".

Eugene J. Silverman, Assignee
for SAVINGS INSTITUTION OF
SANDY SPRING, MD.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 22nd day of May, 1963, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared EUGENE J. SILVERMAN, Assignee for SAVINGS INSTITUTION OF SANDY SPRING, MARYLAND, 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 is fairly made.

AS WITNESS my hand and Notarial Seal.

Notary Public

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ORDER NISI

EUGENE J. SILVERMAN, ASSIGNEE
FOR SAVINGS INSTITUTION OF SANDY SPRING, MD.
versus
GEORGE JACKSON DILLAVOU

BOOK 147 PAGE 336
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 15,555 Equity

Ordered, this 23rd day of May, 1963, That the sale of the property in these proceedings mentioned made and reported by Eugene J. Silverman, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st 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 1st day of July next.

The report states that the amount of sale was $10,287.00

Lewis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Eugene J. Silverman, Atty. FOR: MARYLAND GAZETTE May 30th Edition

(Final Order)

EUGENE J. SILVERMAN, ASSIGNEE
FOR SAVINGS INSTITUTION OF SANDY SPRING, MD.
versus
GEORGE JACKSON DILLAVOU

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of July, 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 JUL -8 AM 10:16

14

BOOK 147 PAGE 337

EUGENE J. SILVERMAN, ASSIGNEE FOR SAVINGS INSTITUTION OF SANDY SPRING, MARYLAND	:	IN THE
	:	CIRCUIT COURT
VS.	:	OF
	:	ANNE ARUNDEL COUNTY
GEORGE JACKSON DILLAVOU	:	Equity No. 15,555
	:	

PETITION TO SUBSTITUTE A PURCHASER

TO THE HONORABLE, THE JUDGE OF THE SAID COURT:

The petition of Eugene J. Silverman, Assignee, respectfully represents unto Your Honor:

1. That Your Petitioner, by his report of sale filed in these proceedings on the 23rd day of May, 1963, sold certain leasehold property situated in Anne Arundel County, State of Maryland, known as 105 Allen Road, and described in these proceedings, to the Savings Institution of Sandy Spring, Maryland.
2. That the said purchaser has requested your Petitioner to substitute as purchaser in its place and stand, J. S. Gleason, Jr., as Administrator of Veterans' Affairs, who has requested to be so substituted.

WHEREFORE YOUR PETITIONER PRAYS that this Honorable Court pass an Order substituting J. S. Gleason, Jr., Administrator of Veterans' Affairs, as purchaser in the place and stand of the Savings Institution of Sandy Spring, Maryland.

Eugene J. Silverman
Assignee

ASSENT

We hereby assent to the relief prayed in the aforegoing petition.

Eugene J. Silverman
Assignee

SAVINGS INSTITUTION OF SANDY SPRING, MARYLAND

By [signature]
President

FILED
1963 JUN 18 PM 1:35

75

BOOK 147 PAGE 338

EUGENE J. SILVERMAN, ASSIGNEE FOR SAVINGS INSTITUTION OF SANDY SPRING, MARYLAND	:	IN THE
	:	CIRCUIT COURT
	:	OF
VS.	:	ANNE ARUNDEL COUNTY
GEORGE JACKSON DILLAVON	:	
	:	

ORDER

Upon the aforegoing petition and assent, it is hereby this 19th day of June, 1963, ORDERED by the Circuit Court of Anne Arundel County, Maryland, that J. S. Gleason, Jr., Administrator of Veterans' Affairs, be and he is hereby substituted as purchaser of the property mentioned in these proceedings, known as 105 Allen Road, Anne Arundel County, Maryland, in the place and stand of the Savings Institution of Sandy Spring, Maryland.

George Sachse
JUDGE

FILED

1963 JUN 19 AM 9:03

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,555 Equity

EUGENE J. SILVERMAN,
Assignee for Savings Institution of SANDY SPRING, MD.
versus
GEORGE JACKSON DILLAVOU

Ordered, this 23rd day of May, 1963, That the sale of the property in these proceedings mentioned made and reported by Eugene J. Silverman, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st 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 1st day of July next.

The report states that the amount of sale was $10,287.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
Ju-20

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 339

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 24, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,555
George Jackson Dillavou

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 July, 1963. The first insertion being made the 28th day of May, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1963 JUN 25 PM 3:13

No. M. G. 29982

17

BOOK 147 PAGE 340

In the Case of

EUGENE J. Silverman, assignee

VS.

GEORGE JACKSON DILLAVOU

In the

Circuit Court

For

Anne Arundel County

No. 15,555 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 JUL 12 PM 4:10 FILED

All of which is respectfully submitted.
July 12, 1963

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 30th day of July, 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 JUL 30 AM 11:16

18

19

Dr. EUGENE J. SILVERMAN vs. GEORGE JACKSON DILLAVOU

BOOK 147 PAGE 341

In Acct. with EUGENE J. SILVERMAN, Assignee

					Cr.	
1963						
May	20	Proceeds of Sale	10,287	00		
		Interest on deferred payment of $9,787.00				
		from 5/20/63 to 7/1/63	68	49	10,355	49
		Refund from County and State taxes (195.81)				
		adjusted 5/20/63 to 12/31/63	119	57		
		Refund ground rent 5/20/63 to 6/28/63 (108.00)	11	70		
		Refund Anne Arundel County sanitary charges (56.15) from 5/20/63 to 12/31/63	34	36	165	63
					10,521	12
		To Assignee for fee, viz:	50	00		
		To Assignee for Commissions, viz:	340	66	390	66
		To Assignee 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 Assignee for expenses, viz:				
		Capital Gazette Press - advertising sale	73	52		
		Capital Gazette Press - Order nisi, sale	15	00		
		Fidelity & Deposit Co. - Bond Premium	42	00		
		Alex Cooper - Auctioneer Fee	35	00		
		L. N. Phipps, Clerk, - Recording Assignment	2	00		
		Jamie H. Boyd - notary fees	1	00		
		Beulah T. Saltz - notary fee		50	169	02

		To Savings Institution of Sandy Spring				
		this blance on account of claim filed	9,900	94	9,900	94
					10,521	12
		Amount of Mortgage claim filed	10,155	40		
		Interest on principal balance of $9,390.67 from 3/31/63 to 7/29/63 - 120 days @ 4½%	139	03		
			10,294	43		
		Cr. - amount allowed above	9,900	94		
		Balance subject to Decree in Personam	393	49		

BOOK 147 PAGE 343

WILLIAM I. WEINSTEIN, Trustee 8654 Liberty Road Randallstown, Maryland	:	
and	:	IN THE
DAVID UHLFELDER, Trustee Mondawmin Concourse Mondawmin Shopping Center Baltimore, Maryland	:	CIRCUIT COURT
	:	OF
	:	ANNE ARUNDEL COUNTY
Complainants	:	IN EQUITY 15,465
-VS-	:	Docket 21 Folio 9
DENNIS S. MOCK and ANITA C. MOCK, his wife, 917 Princeton Terrace Glen Burnie, Maryland	:	
Grantors	:	

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

ORDER TO DOCKET

Mr. Clerk:

Please docket the above action to foreclose a Deed of Trust dated December 13, 1961, from Dennis S. Mock and Anita C. Mock, his wife, to William I. Weinstein and David Uhlfelder, Trustees, covering certain property in Anne Arundel County given to secure the repayment of a debt now in default from Dennis S. Mock and Anita C. Mock, his wife, to Old Court Savings and Loan, Inc. The original of the said Deed of Trust wherein the said Trustees are given power of sale is attached hereto as a part hereof and marked as Exhibit "A".

Jerome S. Cardin

Jerome S. Cardin
8654 Liberty Road
Randallstown, Maryland
Phone: 922-3410

Attorney for Complainants

FILED
1963 MAR -4 PM 12:19

VA Form 26-6318c (Home Loan)
Rev. June 1959. Use optional.
Section 1810, Title 38 U.S.C.
Acceptable to Federal National
Mortgage Association.

BOOK 1530 PAGE 595

MARYLAND

DEED OF TRUST

BOOK 147 PAGE 344

THIS DEED, made this 13th day of December, 19 61, by and between

Dennis S. Mock and Anita C. Mock, his wife

party of the first part, and William I. Weinstein and David Uhlfelder, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto Old Court Savings and Loan Association, Inc.

, a corporation organized and existing under the laws of Maryland, in the principal sum of Fourteen Thousand Five Hundred and Twenty-five and 00/100---------- Dollars ($ 14,525.00), with interest from date at the rate of five and one-fourth per centum (5¼ %) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of Eighty Dollars and Twenty-Two Cents ---------- ~~Dollars~~ ($ 80.22), commencing on the first day of April, 19 62, 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 ~~xxxxxxxxx~~ day of November, 1991. Provided however, that under the terms of said note only interest is payable until construction has been completed or until April 1, 1962 whichever is earlier*

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 Dennis S. Mock and Anita C. Mock, his wife in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the county of Anne Arundel and State of Maryland, to wit:

Being known and designated as Lot 21, Block F, as designated and shown on Plat entitled "Plat # 4, Suburbia", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 78. The improvements thereon now being known as number 917 Princeton Terrace.

BEING the same lot of ground which by Deed of Assignment of even date, and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, was Deeded and Assigned from Suburbia Construction Co., Inc., unto Dennis S. Mock, and Anita C. Mock, his wife.

* Said $14,525.00 is to be advanced pursuant to the terms of a Building-Loan Agreement of even date herewith.

FILED

1963 MAR -4 PM 12:19

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

The Mortgagors agree that all the buildings, walks, fences, driveways, improvements and fixtures of every kind, including stoves, refrigerators, bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, boilers, heaters, engines, machines, motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other waters, plumbing piping, tubing, laundry tubs, washing machines, ventilating and heating equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, buth whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage.

To Have and to Hold the said property and improvements unto the party of the second part, its successors and assigns subject to an annual ground rent of one hundred and fifty ($150.00) dollars payable in semi-annual installments on the 24th days of August and February in each and every year.

" The Mortgagors agree that should the Note and Mortgage not be eligible for guarantee by the Administrator for Veterans' Affairs within thirty days from the date hereof or should any officer or authorized agent of the said Administrator at any time claim a defense, whether in whole or in part against any guarantees previously given, the Mortgagee may, at its option, declare all sums secured hereby immediately due and payable".

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 such party's sole use and benefit, until default be made in the payment of any indebtedness hereby secured, or in the performance of any of the covenants as hereinafter provided.

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 such party's cost.

Upon a default in the payment of any indebtedness hereby secured or in the performance of any of the terms or conditions hereof as hereinafter provided, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be such trustee's duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same 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: First, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, all moneys advanced for costs or expenses, expense of litigation as aforesaid, taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Second, 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; third, to reimburse the Veterans Administration for any sums paid by it on account of the guarantee or insurance of the indebtedness secured hereby; and, lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, such party's heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, the heirs or assigns thereof, the possession of the premises, less the expense, if any, of obtaining possession.

Party of the first part covenants and agrees as follows:

1. He will pay the indebtedness, as hereinbefore provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less.

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

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the holder of the note, and of which the party of the first part is notified) less all sums already paid therefor, divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by holder of the note in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

(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 note secured hereby; and

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

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At the option of the holder of the note, the party of the first part 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.

3. 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 on subsequent payments to be made by the party of the first part for such items or, at the option of the holder of the note, shall be refunded to the party of the first part. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the party of the first part shall pay to the holder of said note any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the holder of the note stating the amount of the deficiency, which notice may be given by mail. 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 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 any credit balance remaining under the provisions 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 amount then remaining to credit of the party of the first part under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on said note. In case of the refusal or neglect of the party of the first part to make any payment provided for under (a) of paragraph 2, the holder of the note, may, at its option, make such payment and any sum or sums so paid shall bear interest at the rate provided for in the principal indebtedness and shall be secured hereby.

4. The rents, income and profits of said property are hereby assigned to the holder of the note, provided, however, that the party of the first part shall be entitled to collect and retain the said rents, income and profits until default hereunder. Upon a default in the payment of any of the indebtedness hereby secured or in the performance of any of the terms or conditions hereof, the holder of the note shall be entitled, without notice to the party of the first part, 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 if there be no receiver, the holder of the note may proceed to collect the rents, income, and profits from the property covered hereby.

5. 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 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 Deed of Trust.

6. Upon the request of the holder of the note the party of the first part shall execute and deliver a supplemental note or notes for the sum or sums advanced by the holder of the note 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 thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. 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.

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

9. He will continuously maintain hazard insurance, of such type or types and amounts as the holder of the note may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofor been made under (a) of paragraph 2 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized

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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.

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

11. The holder of the indebtedness secured by this Deed of Trust shall be entitled to remove, substitute, or add a Trustee or Trustees, at its option, with or without cause or notice, by instrument duly executed, acknowledged and recorded among the land records of the county aforesaid.

12. If any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including reasonable 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 interest at the rate provided for in the principal indebtedness and in default of such payment by the party of the first part, the holder of the note may, at its option, make such payment or pay such charge and any sum or sums so paid by the holder of the note shall be secured hereby and bear interest as aforesaid.

13. If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title 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 Title or Regulations are hereby amended to conform thereto.

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

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

BOOK 1530 PAGE 598

BOOK 147 PAGE 347

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

Witness:

William I Weinstein

William I Weinstein

Dennis S. Mock [SEAL]

Dennis S. Mock [SEAL]

Anita C. Mock [SEAL]

Anita C. Mock [SEAL]

STATE OF MARYLAND, COUNTY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 13th day of December, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared Dennis C. Mock and Anita C. Mock his wife, and they acknowledged the foregoing deed to be their act.

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

William I. Weinstein
Notary Public.

Rec'd for record Dec. 14, 1961 at 10:46 A.M.
Mailed to William I. Weinstein

12.00

Recd 10.00
Cable 2.00

F

STATE OF MARYLAND (2)

Deed of Trust

Dennis C. Mock and Anita C. Mock, his wife

TO

William I. Weinstein, and David Uhlfelder, Trustees

Trustee.

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

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1961 DEC 14 AM 10:46
& RECORDED IN LIBER G.C.
NO. 1530 FOLIO 595
GEO. L. CROMWELL, CL.

Examined by

Recorded 12.00

31.90

U.S. GOVERNMENT PRINTING OFFICE : 1959—O-513206
WILLIAM I. WEINSTEIN
Attorney At Law
115 Equitable Building, Balto. 2, Md.

$ 14,525.00

Baltimore, Maryland

BOOK 147 PAGE 348

December 13, 1961

FOR VALUE RECEIVED, Dennis S. Mock and Anita C. Mock, his wife, (hereinafter called the Borrowers) promise to pay to the order of Old Court Savings and Loan Association, Ind., (hereinafter called the Lender) the principal sum of Fourteen Thousand Five Hundred and Twenty-Five and 00/100, ($ 14,525.00 with interest at the rate of five and one-fourth percent (5¼ %) per annum, said principal and interest being payable at the office of the lender in Baltimore, Maryland, or at such other place as the holder may designate in writing delivered or mailed to the Borrowers, upon the following terms:

The sum being borrowed is being held by the Lender and is to be disbursed in the following manner pursuant to the terms of a Building-Loan Agreement of even date herewith:

$ 2,179.00	upon receipt of the first inspection report from the Veterans Administration
8,715.00	upon receipt of the second inspection report from the Veterans Administration
3,631.00	upon receipt of the third and final inspection report from the Veterans Administration
$14,525.00	TOTAL

Until monthly payments of principal and interest become due as stated below, the Borrowers shall pay on demand, but not more frequently than monthly, interest on the aggregate of the amounts paid out from time to time by the Lender under the abovementioned schedule of advances, no interest shall be payable on the balance remaining in the hands of the Lender. Beginning on the first day of the month following date of completion of construction in accordance with said schedule of advances, or beginning April 1, 1962 whichever shall be the earlier, and on the first day of each month thereafter, the Borrowers shall make monthly payments in the amount of Eighty and 22/100 Dollars, ($80.22)---------- each, to be applied first to the interest due on the outstanding balance of the loan and the remainder to reduction of the principal, indebtedness, until this Note is fully paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 1st day of November, 1991

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less.

If any deficiency in the payment of any installment under this note is not made good prior to the due date of the next 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 in the event of default in the payment of this note, and if the same is collected by an attorney at law, the undersigned agrees to pay all costs of collection, including a reasonable attorney's fee.

This note is secured by Deed of Trust of even date executed by the undersigned on certain property described therein and represents money actually used for the acquisition of said property or the improments thereon and shall be advanced as more fully set forth above.

Presentment, protest and notice are hereby waived.

William D. Wentz
Witness

Dennis S. Mock
Dennis S. Mock

William D. Wentz
Witness

Anita C. Mock
Anita C. Mock

I HEREBY CERTIFY that this is the note described in and secured by Deed of Trust of even date herewith, and in the same principal amount as therein stated, and secured by real estate situated in Anne Arundel County State of Maryland, Dated December 13, 1961

William D. Wentz
Notary Public

FILED

1963 MAR -4 PM 12:20

WILLIAM I. WEINSTEIN, Trustee
8654 Liberty Road
Randallstown, Maryland

and

DAVID UHLFELDER, Trustee
Mondawmin Concourse
Mondawmin Shopping Center
Baltimore, Maryland

Complainants

-VS-

DENNIS S. MOCK and
ANITA C. MOCK, his wife
917 Princeton Terrace
Glen Burnie, Maryland

Grantors

BOOK 147 PAGE 349

IN THE
CIRCUIT COURT
OF
ANNE ARUNDEL COUNTY
IN EQUITY

Docket Folio

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

MILITARY AFFIDAVIT

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared William I. Weinstein and David Uhlfelder, Trustees, and made oath in due form of law that they know the Defendants herein, and that to the best of their 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 a member of the Enlisted Reserve Corps who has been ordered to report for military service.

William I. Weinstein, Trustee
Affiant

David Uhlfelder, Trustee
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS 1st day of March, 1963.

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

NOTARY PUBLIC

FILED
1963 MAR -4 PM 12:20

WILLIAM I. WEINSTEIN, Trustee 8654 Liberty Road Randallstown, Maryland	:	BOOK 147 PAGE 350
and	:	
DAVID UHLFELDER, Trustee Mondawmin Concourse Mondawmin Shopping Center Baltimore, Maryland	:	IN THE
	:	CIRCUIT COURT
Complainants	:	OF
-VS-	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
DENNIS S. MOCK and ANITA C. MOCK, his wife 917 Princeton Terrace Glen Burnie, Maryland	:	Docket Folio
Grantors	:	

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

STATEMENT OF DEBT

Amount of Mortgage	$14,525.00
Paid on Account	84.10
	$14,440.90
Amount added to Principal Balance to reimburse deficit in Expense Account	112.08
Added Interest for 6 months - September, October, November, December, 1962; January and February, 1963	379.08
TOTAL BALANCE DUE	$14,932.06

1963 Real Estate Taxes have not been paid.

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 1st day of March, 1963, before me, a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared William I. Weinstein and David Uhlfelder, Trustees, the Plaintiffs in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the Mortgage Claim under the Deed of Trust filed in said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

FILED

1963 MAR -4 PM 12:20

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

Manley F. Gately
Notary Public

8

15,465

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 351

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 10, 1963

We hereby certify, that the annexed

Trustee's Sale

Dennis S. Mock

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.

By H. Tilghman

FILED

1963 APR 15 AM 9:39

Trustee's Sale

Of Modern Leasehold Dwelling Property

No. 917 PRINCETON TERRACE, Suburbia

Anne Arundel County, Md.

Under and by virtue of the power and authority contained in a certain deed of turst from Dennis S. Mock and Anita C. Mock, his wife to William I. Weinstein and David Uhlfelder, Trustee, dated December 13, 1961 and recorded among the Land Records of Anne Arundel County, Md., default having occurred in the payment of the indebtedness thereby secured, the undersigned, Trustees, will sell at public auction on the premises on

Mon., April 8, 1963 at 1 o'clock P.M.

ALL THAT LOT OF GROUND AND THE IMPROVEMENTS thereon situate in Anne Arundel County, Md. and described as follows:

BEING known and designated as Lot 21, Block F, as designated and shown on Plat entitled "Plat No. 4, Suburbia," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30, Folio 78. The improvements thereon now being known as No. 917 Princeton Terrace. Subject to an annual ground rent of $150 and improved by a modern dwelling property.

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 the purchaser.

William I. Weinstein &
David Uhlfelder, Trustees
ALEC COOPER,
AUCTIONEERS, Inc.
212 N. Calvert St.
Balto. 2, Md.
PL. 2-4868

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A-4

WILLIAM I. WEINSTEIN, and
DAVID UHFELDER, Trustees,
Plaintiffs

vs.

DENNIS C. MOCK, AND
ANITA C. MOCK, his wife,
Defendants

: BOOK 147 PAGE 352

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

Docket 21
Folio 9
File No.
#15,465

IN EQUITY

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of William I. Weinstein, and David Uhfelder respectfully represents:

That the Trustees Bond in the amount of Fourteen Thousand Dollars ($14,000.00), required to be filed by the Trustees in this case was inadvertently not filed with this Honorable Court, and sale was made on April 8, 1963 at 1:00 P.M. on the premises of 917 Princeton Terrace, the mortgaged property.

WHEREAS your Petitioners pray that an Order be passed by this Honorable Court, allowing said Bond to be filed now as of April 8, 1963, prior to 1:00 P.M. Nunc Pro Tunc.

AND AS IN DUTY BOUND, ETC.

William I. Weinstein
Trustee

David Uhfelder
Trustee

FILED

1963 APR 17 AM 10:09

10

WILLIAM I. WEINSTEIN, AND
DAVID UHLFELDER, Trustees
Plaintiffs

vs.

DENNIS S. MOCK, AND
ANITA C. MOCK, his wife,
Defendants

BOOK 147 PAGE 353 IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

Docket 21
Folio 9
File #15,
465

IN EQUITY

O R D E R

UPON the foregoing Petition of William I. Weinstein and David Uhfleder, Trustees, Petitioners, it is this 17th day of April, 1963, by the Circuit Court for Anne Arundel County.

O R D E R E D: that the Trustees bond in the amount of $14,000.00 be filed now as of April 8, 1963, prior to 1:00 P.M. Nunc Pro Tunc, as requested in this Petition.

George Jackson
JUDGE

FILED
1963 APR 17 PM 4:15

BOOK 12 PAGE 18

NEW AMSTERDAM CASUALTY COMPANY

BOOK 147 PAGE 354

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

BOND NO. 0466-0349-0651-63

No. 15,465 Equity

Know All Men By These Presents:

THAT WE, William I. Weinstein, of #8654 Liberty Road, Randallstown, Maryland, and David Uhlfelder, of Mondawmin Concourse, Mondawmin Shopping Center 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 - - FOURTEEN THOUSAND AND NO/100 - - - - Dollars ($ 14,000.00), 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 8th day of April in the year of our Lord one thousand nine hundred and sixty-three.

WHEREAS, the above bounden William I. Weinstein and David Uhlfelder by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, has been appointed Trustees to Sell property known as #917 Princeton Terrace, Glen Burnie, Maryland mentioned in the proceedings in the case of

William I. Weinstein and David Uhlfelder

vs.

Dennis S. Mock and Anita C. Mock, his wife

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN William I. Weinstein & David Uhlfelder do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Joan S. Kuhn
Joan S. Kuhn

William I. Weinstein (SEAL)

David Uhlfelder (SEAL)

(SEAL)

Bond approved this 18 day of April, 1963
Louis N. Phipps, Clerk

NEW AMSTERDAM CASUALTY COMPANY
By R. H. Nichols
R. H. Nichols, Attorney-in-Fact

WITNESS:
S. Alvey

FILED nunc pro tunc as of April 8, 1963 12:45 P.M.
1963 APR 18 AM 9:19

1-307-Md. Trustee—Receiver

12

BOOK 147 PAGE 355

WILLIAM I. WEINSTEIN, AND DAVID UHLFELDER, Trustees, Plaintiffs

vs.

DENNIS S. MOCK, AND ANITA C. MOCK, his wife, Defendants

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

Docket 21
Folio 9
File #15,465

REPORT OF SALE

The report of William I. Weinstein and David Uhlfelder, Trustees of a certain Deed of Trust from DENNIS S. MOCK and ANITA C. MOCK, his wife, dated December 13, 1961, and recorded among the Land Records of Anne Arundel County, in liber G.T.C. 1530, Folio 595, respectfully states:

THAT, default having occurred in the payment of the debt secured by the aforesaid Deed of Trust filed in this cause, and in the payment of the interest thereon and in other terms of said Deed of Trust, your Trustees, acting under the power and authority conferred upon them in said Deed of Trust and having complied with all their requirements of law, after having given notice of the time, place and date of sale by advertisements inserted inthe "Maryland Gazette", a weekly newspaper published in Anne Arundel County, for at least four (4) successive weeks prior to the day of sale, and after having given bond with approved security for the faithful performance of their trust did, pursuant to the said notice of sale, on the premises, on Monday, April 8th, 1963, at 1 o'clock p.m., then and their proceed to sell the property mentioned in these proceedings, that is to say:

YOUR TRUSTEES offered at public sale to the highest bidder the property mentioned in said Deed of Trust, situate in Anne Arundel County, State of Maryland to wit:

BEING known and designated as Lot 21, Block F, as designated and shown on Plat entitled, "Plat No. 4, Suburbia", which Plat is recorded among the Land Records of Anne Arundel County in Platbook 30, Folio 78. The improvements thereon now

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1963 APR 18 AM 9:19

13

being known as No. 917 Princeton Terrace.

AND YOUR TRUSTEES sold said property to Old Court Savings & Loan, Inc., 8654 Liberty Road; Randallstown, Maryland, at and for the sum of THIRTEEN THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS ($13,750.00), said Old Court Savings & Loan, Inc., at that price, the highest bidder therefor.

Respectfully submitted,

William I. Weinstein

TRUSTEE

David Uhlfelder

TRUSTEE

STATE OF MARYLAND, CITY OF BALTIMORE, TO=WIT:

I HEREBY CERTIFY: That, on this 12th day of April, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared William I. Weinstein and David Uhfleder Trustees, and made oath that the facts stated in the foregoing report of sale are true as therein set forth and that the sale therebe reported was fairly made.

AS WITNESS my hand and notarial Seal.

Notary Public

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ORDER NISI

WILLIAM I. WEINSTEIN, and
DAVID UHLFELDER, Trustees

versus

DENNIS S. MOCK, and
ANITA C. MOCK, his wife

BOOK 147 PAGE 357

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,465 Equity

Ordered, this 18th day of April, 1963, That the sale of the property in these proceedings mentioned made and reported by William I. Weinstein and David Uhlfelder, Trustees

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 $ 13,750.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Wm. I. Weinstein, Atty.
(Final Order)

Maryland Gazette (for Apr. 25 edition)

WILLIAM I. WEINSTEIN, and
DAVID UHLFELDER, Trustees

versus

DENNIS S. MOCK, and
ANITA C. MOCK, 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 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.

V Bowie Duckett
JUDGE.

FILED
1963 MAY 28 PM 12:59

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,465 Equity

WILLIAM I. WEINSTEIN, and DAVID UHLFELDER, Trustees

versus

DENNIS S. MOCK, and ANITA C. MOCK, his wife

Ordered, this 18th day of April 1963, That the sale of the property in these proceedings mentioned made and reported by William I. Weinstein and David Uhlfelder, Trustees 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 $13,750.00

LOUIS N. PHIPPS,
Clerk

True Copy, TEST:
LOUIS N. PHIPPS,
Clerk

M-16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 358

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 22, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,465

Dennis S. Mock

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 April, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1963 MAY 22 PM 1:48

No. M. G. 24969

16

BOOK 147 PAGE 359

In the Case of

William I. Weinstein, Trustee

and

David Uhlfelder, Trustee

VS.

Dennis S. Mock and Anita C. Mock, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,465 : 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 JUN 11 AM 11:59

All of which is respectfully submitted.

June 11, 1963

J. Thomas Hopkins Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 27 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: A. Jankauskas, deputy

FILED
1963 JUN 27 AM 11:30

17

16

Dr. William I. Weinstein, Trustee and David Uhlfelder, Trustee vs
Dennis S. Mock and Anita C. Mock, his wife

BOOK 147 PAGE 360

In Acct. with William I. Weinstein and David Uhlfelder, Trustees

					Cr.	
1963						
April	8	Proceeds of Sale	13,750	00	13,750	00
					13,750	00
		To Trustees for Commissions, viz:	442	50	442	50
		To Trustees for Court Costs, viz:				
		Plaintiffs Solicitors Appearance Fee	10	00		
		Clerk of Court - Court Costs	31	25		
		Auditor - Stating this Account	22	50	63	75
		To Trustee for expenses, viz:				
		Capital-Gazette Press - Advertising Sale	57	76		
		Capital-Gazette Press - Order nisi Sale	15	00		
		New Amsterdam Casualty Co., Bond Premium	56	00		
		Alex Cooper - Auctioneer Fee	35	00		
		1963 County & State Taxes, Adj. 1/1/63 to 4/8/63 (277.07)	73	70		
		Manley F. Gately - Notary Fee	1	00		
		Louis K. Nielsen - Notary Fee		50	238	96
		To Trustees on Account of Mortgage Claim filed under Deed of Trust this balance	13,004	79	13,004	79
					13,750	00

Amount of Claim filed by Trustees	14,932	06	
Interest on principal balance of 14,552.98 from 3/1/63 to 6/27/63 - 118 days @ 5¼%	246	78	
	15,178	84	
Cr - Amount allowed above	13,004	79	
Balance Subject to Decree in Personam	2,174	05	

BOOK 147 PAGE 362

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY 119 Park Avenue Baltimore 1, Maryland	:	IN THE
vs.	:	CIRCUIT COURT FOR
GEORGE F. DRIGGERS and DOLORES V. DRIGGERS, his wife 611 Cedar Hill Avenue Anne Arundel County, Maryland	:	ANNE ARUNDEL COUNTY IN EQUITY No. 14538 Equity

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff respectfully represents:

That on the 6th day of March, 1959, 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 the payment of the mortgage debt of $7,700.00, and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

And that a default has occurred under the terms and conditions of said mortgate.

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

AND, AS IN DUTY, ETC..

O'Ferrall & O'Ferrall

O'Ferrall & O'Ferrall, Attorneys
1204 Mercantile Trust Building
Baltimore 2, Maryland
PLaza 2 - 1228

FILED

1961 AUG -9 AM 9:27

Petitioner's Exhibit No. 1

No. 14,538 Equity

BOOK 1278 PAGE 311 BOOK 147 PAGE 363

This Mortgage, made this 6th day of March in the year one thousand nine hundred and fifty-nine, between

GEORGE F. DRIGGERS and DOLORES V. DRIGGERS, 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

GEORGE F. DRIGGERS and DOLORES V. DRIGGERS, his wife

the sum of SEVEN THOUSAND, SEVEN HUNDRED and 00/100 - - - -($7,700.00) - 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 FIFTY-FIVE AND 17/100 - - - - ($55.17) - - - - - - 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

GEORGE F. DRIGGERS and DOLORES V. DRIGGERS, his wife

do grant unto the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, its successors and assigns, all that lot, piece, or parcel of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lots No. 43 and 44, Block "U", as shown on the Plat of Arundel Gardens, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book No. 15, folio 5. The improvements thereon being known as No. 611 Cedar Hill Avenue.

BEING the same lot of ground in an Assignment of even date herewith, and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto from Margaret Turner, Unmarried to George F. Driggers and Dolores V. Driggers, his wife.

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

To Have and to Hold the said lot 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

ONE HUNDRED EIGHT and 00/100 - - - - - - - - - -($108.00) - - - - - - -DOLLARS, payable on the sixth days of March and September

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 Mortgagors jointly.

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

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

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

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

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

And the said Mortgagor s hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage, as herein provided), or the said Mortgagor s 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 FIFTY and 00/100 - ($50.00) dollars;

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

Third, the balance, if any, to the said Mortgagors, their heirs, executors, administrators or assigns.

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

WITNESS:

J. P. O'Ferrall

JOHN P. O'FERRALL

George F. Driggers [SEAL]

GEORGE F. DRIGGERS

Dolores V. Driggers [SEAL]

DOLORES V. DRIGGERS

[SEAL]

[SEAL]

BOOK 1278 PAGE 313

State of Maryland, City of Baltimore, to wit:

I Hereby Certify that on this 6th day of March , 19 59, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared GEORGE F. DRIGGERS and DOLORES V. DRIGGERS, his wife

the Mortgagor s 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.

J. P. O'Ferrall

JOHN P. O'FERRALL *Notary Public.*

Rec'd for record Mar. 7, 1959, at 10:58 A.M.
Mailed to O'Ferrall & O'Ferrall

BOOK 147 PAGE 365

4

1526 W

MORTGAGE

FROM

GEORGE F. DRIGGERS and

DOLORES V. DRIGGERS, his wife

TO

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

Block No.

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

Cost of Record, $ 8.00

1959 MAR 7 AM 10:53

1278 FOLIO 311

O'FERRALL & O'FERRALL
Attorneys at Law
1204 MERCANTILE TRUST BUILDING
Baltimore 2, Md.

THE DAILY RECORD COMPANY, BALTIMORE, MD.

BOOK 147 PAGE 366

BOOK 147 PAGE 367

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE
vs.	:	CIRCUIT COURT
GEORGE F. DRIGGERS and	:	FOR
DOLORES V. DRIGGERS, his wife	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	No. 14,538

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, that on this 7th day of August, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM J. McCORMICK, Secretary of Occident Federal Savings and Loan Association of Baltimore City, and made oath in due form of law that he knows the Defendants herein and that to the best of his information, knowledge and belief:

(1) Said Defendants are not in the Military Service of the United States of America;

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

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

(4) Said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for Military Service.

John P. O'Ferrall, Notary Public.

William J. McCormick, Affiant.

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1961 AUG -9 AM 9:27

6

BOOK 147 PAGE 368

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
vs.	:	FOR
GEORGE F. DRIGGERS and DOLORES V. DRIGGERS, his wife	:	ANNE ARUNDEL COUNTY IN EQUITY No. 14,538

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Occident Federal Savings and Loan Association of Baltimore City, under the mortgage from George F. Driggers and Dolores V. Driggers, his wife, to Occident Federal Savings and Loan Association of Baltimore City, dated the 6th day of March, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1278, folio 311:

Mortgage Loan dated, 3/6/59	$ 7,700.00
Payments credited, less expenses and interest to date, 8/31/61	8.24
Net balance due Association	$ 7,691.76

William J. McCormick, Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, that on this 7th day of August, 1961, 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 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.

JOHN P. O'FERRALL NOTARY PUBLIC BALTIMORE, MD.

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1961 AUG -9 AM 9:27

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

BOOK 147 PAGE 369

IN THE

CIRCUIT COURT

vs.

FOR

GEORGE F. DRIGGERS and
DOLORES V. DRIGGERS, his wife

ANNE ARUNDEL COUNTY IN EQUITY

No. 14,538 Equity

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 9th day of August, in the year nineteen hundred and sixty-one, 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 NINE THOUSAND AND 00/100 DOLLARS ($9,000.00), 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 or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be Eight Hundred Dollars ($800.00) at time of sale, balance in cash upon final ratification of sale by this Court, 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 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 of 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

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1961 AUG -9 AM 11:36

those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust, provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Matthew L. Evans
Judge

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1961 AUG -9 AM 11:47

BOOK 147 PAGE 371

OCCIDENT FEDERAL SAVINGS AND LOAN	:	IN THE
ASSOCIATION OF BALTIMORE CITY	:	CIRCUIT COURT
vs.	:	FOR
GEORGE F. DRIGGERS and	:	ANNE ARUNDEL COUNTY
DOLORES V. DRIGGERS, his wife	:	IN EQUITY

: : : : : : : : : : : : : 19-446
No. 14,538

AMENDED STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Occident Federal Savings and Loan Association of Baltimore City, under the mortgage from George F. Driggers and Dolores V. Driggers, his wife, to Occident Federal Savings and Loan Association of Baltimore City, dated the 6th day of March, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1278, folio 311:

Mortgage loan dated 3/6/59	$ 7700.00
Payments credited, less expenses and interest to March 31st 1963	$ 468.97
Net balance due Association	$ 7231.03

William J. McCormick
William J. McCormick, Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I hereby Certify that on this 1st day of March, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM J. MC CORMICK, Secretay of Occident Federal Savings and Loan Association of Baltimore City, the plaintiff in the above entitled cause, and made oath that the aforegoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

John P. O'Ferrall
John P. O'Ferrall, Notary Public

FILED
1963 MAR -5 AM 10:52

10

TRUSTEE'S BOND LIBER 12 PAGE 4 BOOK 147 PAGE 372

No. 14,538 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, John P. O'Ferrall, Trustee to sell property located No. 611 Cedar Hill Avenue, Arundel Gardens, Anne Arundel County, Maryland 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 ($9,000.00) Nine 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 2nd day of April 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 9th day of August nineteen hundred and sixty-one, between Occident Federal Savings and Loan Association of Baltimore City complainants, and George F. Driggers and Dolores V. Driggers, 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: Equity Docket 19 folio 446, Case No. 14,538 Equity

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

Benj. J. Roesser

Benj. J. Roesser

Hopey J. Roesser As to All

John P. O'Ferrall (SEAL)

(SEAL)

THE ÆTNA CASUALTY AND SURETY COMPANY

By: John P. Gillette (SEAL)
Attorney-in-fact

John P. Gillette (SEAL)

Bond approved this 4th day of April, 1963

Louis N. Phipps, Clerk

B-152

FILED

1963 APR -4 AM 11:07

O'Ferrall & O'Ferrall
Solicitors
1204 Mercantile Trust Building
Baltimore 2, Maryland

Trustee's Sale

Of Valuable Leasehold Property

NO. 611 CEDAR HILL AVENUE ARUNDEL GARDENS, FIFTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

By virtue of decree of the Circuit Court for Anne Arundel County in equity (No. 14,538), the undersigned Trustee will sell at public auction, on the premises, on

Mon., April 8, 1963 at 2 o'clock P.M.

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

Being known and designated as Lots Nos. 43 and 44, Block "U" as shown on the Plat of Arundel Gardens, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book No. 15, folio 5. The improvements thereon being known as No. 611 Cedar Hill Avenue. Improved by a 2-STORY FRAME COTTAGE. Ground rent is One Hundred Eight Dollars ($108.00), payable on the 6th days of March and September.

TERMS OF SALE: Cash. A deposit of Eight Hundred Dollars ($800.00) will be required of the purchaser at the time and place of sale; balance upon ratification of the sale by the Circuit Court for Anne Arundel County in Equity. All expenses, including special paving tax, if any, to be adjusted to the date of sale. Balance of purchase money to bear interest from the date of sale. Cost of all documentary stamps to be borne by the purchaser.

JOHN P. O'FERRALL
Trustee

12 E. T. NEWELL & CO., INC.
Auctioneers
120-26 W. North Avenue
Baltimore 1, Md.
Plaza 2-3580

A-4

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 373

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 10, 1963

We hereby certify, that the annexed

Trustee's Sale

No. 14,538

No. 611 Cedar Hill Ave.

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.

FILED

1963 APR 15 AM 9:39

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

BOOK 147 PAGE 374

REPORT OF SALE

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	:	INTHE
	:	CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
GEORGE F. DRIGGERS AND DOLORES V. DRIGGERS, his wife	:	IN EQUITY
	:	Docket 19 Folio 446 Case No. 14538
	:	

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

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 decree in the above entitled cause, to make sale of the leasehold property No. 611 Cedar Hill Avenue, 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 (3) successive weeks proceeding the sale;

said Trustee did pursuant to said notice on Monday the 8th day of April, 1963, at 2:00 o'clock p.m. attend on the premises and then and there sold the leasehold property No. 611 Cedar Hill Avenue, 5th Election District, Anne Arundel County and more particularly described in a copy of the advertisement attached hereto unto Gilbert M. Stover, 626 N. Calvert Street, Baltimore 2, Maryland at and for the sum of $8,150.00, he being then and there the highest bidder therefor.

John P. O'Ferrall, Trustee

FILED

1963 APR 17 AM 9:21

12

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 10 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 John P. O'Ferrall, Trustee and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As Witness my hand and Notarial Seal.

Bernice L. Hull
Notary Public

O'Ferrall & O'Ferrall
Solicitors
1204 Mercantile Trust Building
Baltimore 2, Maryland

Trustee's Sale

Of Valuable Leasehold Property

NO. 611 CEDAR HILL AVENUE ARUNDEL GARDENS, FIFTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

By virtue of decree of the Circuit Court for Anne Arundel County in equity (No. 14,538), the undersigned Trustee will sell at public auction, on the premises, on

Mon., April 8, 1963 at 2 o'clock P.M.

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

Being known and designated as Lots Nos. 43 and 44, Block "U" as shown on the Plat of Arundel Gardens, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book No. 15, folio 5. The improvements thereon being known as No. 611 Cedar Hill Avenue. Improved by a 2-STORY FRAME COTTAGE.

Ground rent is One Hundred Eight Dollars ($108.00), payable on the 6th days of March and September.

TERMS OF SALE: Cash. A deposit of Eight Hundred Dollars ($800.00) will be required of the purchaser at the time and place of sale; balance upon ratification of the sale by the Circuit Court for Anne Arundel County in Equity. All expenses, including special paving tax, if any, to be adjusted to the date of sale. Balance of purchase money to bear interest from the date of sale. Cost of all documentary stamps to be borne by the purchaser.

JOHN P. O'FERRALL
Trustee

E. T. NEWELL & CO., INC.
Auctioneers
120-26 W. North Avenue
Baltimore 1, Md.
Plaza 2-3580

A-4

13

PRESIDENT
JOHN M. MILLER, JR.

E. T. Newell Co. Inc

TELEPHONE
PLAZA 2-3580—2-3581

REALTORS - AUCTIONEERS - APPRAISERS

OFFICE, AUCTION GALLERY AND SALESROOM
120-26 W. NORTH AVENUE BALTIMORE 1, MD.

BOOK 147 PAGE 376

★ 50 YEARS OF SERVICE ★

April 8, 1963

John P. O'Ferrall, Trustee

1204 Mercantile Trust Building

Baltimore 2, Maryland

Dear Sir:

REPORT OF SALE

Sold 611 Cedar Hill Avenue, Arundel Gardens, 5th Elec. Dist. Anne Arundel Co., Md.

To Gilbert M. Stover

Address 629 N. Calvert Street
Baltimore, Maryland

Amount $8,150.

Deposit $800.

Very truly yours,

E. T. NEWELL & CO., INC.

FILED
1963 APR 17 AM 9:22

14

BOOK 147 PAGE 377

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

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 the City of Baltimore aforesaid, personally appeared Gilbert M Stover, 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.

Gilbert M. Stover (SEAL)
Purchaser

Notary Public

FILED
1963 APR 17 AM 9:22

15

ORDER NISI

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

GEORGE F. DRIGGERS AND DOLORES V. DRIGGERS, HIS WIFE

BOOK 147 PAGE 378

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,538 Equity

Ordered, this 17th day of April, 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 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 $8,150.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

John P. O'Ferrall, Atty. For: MARYLAND GAZETTE April 25th Edition

(Final Order)

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

GEORGE F. DRIGGERS AND DOLORES V. DRIGGERS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28 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.

O Bowie Duckett

JUDGE.

FILED

1963 MAY 28 PM 12:58

16

Order Nisi

IN THE
CIRCUIT
FOR ANNE ARUNDEL COUNTY
No. 14,538 Equity

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

GEORGE F. DRIGGERS, AND DOLORES V. DRIGGERS, HIS WIFE

Ordered, this 17th day of April, 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 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 $8,150.00.

LOUIS N. PHIPPS,
Clerk

True Copy, TEST:
LOUIS N. PHIPPS
Clerk

M-16

OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 379

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 22, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,538

George F. Driggers

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22th day of May, 1963. The first insertion being made the 25th day of April, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1963 MAY 22 PM 1:49

No. M. G. 34970

In the Case of BOOK 147 PAGE 380

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

VS.

GEORGE F. DRIGGERS AND DOLORES V. DRIGGERS, HIS WIFE

In the Circuit Court For Anne Arundel County

No. 14,538 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.

Arthur A. Anderson Jr.
Auditor.

7/15/63

1963 JUL 15 PM 12:26 FILED

FINAL ORDER

ORDERED BY THE COURT, this 31st day of July, 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 H. Phipps
Clerk
Per: C. B. Tollevik, deputy

FILED
1963 JUL 31 PM 3:36

18

Dr. Mortgaged Real Estate of George F. Driggers and Dolores V. Driggers, His Wife

BOOK 147 PAGE 381

In Acct. with John P. O'Ferrall, Trustee

				Cr.
By	Amount of Sale, as per Trustee's Report of Sale filed	8150 00		
By	Interest, 6%, on deferred payment, $7,350.00 from 4/8/63 to 6/24/63	93 10		
By	Anne Arundel County Sanitary charges from 4/8/63 to 12/31/63	11 23		
			8254 33	
To	Trustee, for fee, viz	50 00		
To	Trustee, for commissions, viz	274 50		
			324 50	
To	Trustee, for Court costs, viz			
	Plaintiff's Solicitor, appearance fee	10 00		
	Clerk, Court costs	29 50		
	Auditor, this account	25 00		
			64 50	
To	Trustee, for expenses, viz			
	Capital-Gazette Press, Inc.			
	Advertising & Nisi Sale	72 76		
	Sunpapers----Advertising---Sale	31 10		
	Aetna Casualty & Surety Company---bond	36 00		
	E. T. Newell & Co., Inc.----Auctioneer's fee	263 75		
	Adjustment, 1963 taxes, three months & eight days	51 82		
	Adjustment, ground rent, 3/6/63 to 4/8/63	9 90		
			465 33	
To	Occident Federal Savings & Loan Association, Mortgagee, in full for Mortgage claim	7231 03		
	Interest, 6%, on principal balance due $7,231.03 from 4/1/63 to 8/1/63	144 62		
			7375 65	
To	George F. Driggers & Dolores V. Driggers, his wife, Mortgagors, the excess		24 35	

E-116—1M—3-62.

BOOK 147 PAGE 382

PETITION FOR SALE OF PROPERTY

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

Vs.

DAVEY LEE EVANS and
ELIZABETH J. EVANS, his wife
116 Glenlea Drive
Anne Arundel County, Maryland
Defendants

Docket ---------- Folio ----------

Case No. 15,548

Filed ----------

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY, IN EQUITY~~

ANNE ARUNDEL COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 21st day of December A.D. 1957 the defendant s Executed and delivered to Weaver Bros. Inc. of Maryland, a body corporate of the State Maryland,
a mortgage upon certain leasehold property in Baltimore County, therein described, to secure the payment of the mortgage debt of $12,700.00 and interest as therein mentioned, ~~wherein~~ which mortgage, by mesne assignments was short assigned on December 23, 1957 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 prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

John J. Neubauer, Sr., Attorney for
Plaintiff

~~Attorney for Plaintiff~~

FILED

1963 APR 16 AM 11:27

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

LIBER 1175 PAGE 342

BOOK 147 PAGE 383

MARYLAND

No. 15,548 Equity

MORTGAGE

This Mortgage, made this 21st day of December, A D 19 57, by and between DAVEY LEE EVANS and ELIZABETH J. EVANS, 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 a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TWELVE THOUSAND SEVEN HUNDRED AND 00/100ths - - - - - - - - - - Dollars ($ 12,700.00), 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 the Mortgagee -Baltimore Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SEVENTY AND 60/100ths - - - - - - - - - - - - - - - -Dollars ($ 70.60), commencing on the first day of February, 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 January, 1983 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~~ according to amortization schedule

And Whereas, this Mortgage shall also secure future advances so far as legally permissible at the date hereof

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

Now, Therefore, This Mortgage Witnesseth, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County in the State of Maryland, to wit

BEING known and designated as Lot No. 21, Block D, as shown on a Plat entitled "Hammarlee Estates", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 27, folio 30. The improvements thereon being known as No. 116 Glenlea Drive.

BEING the same lot of ground described in an Assignment from Silver Holding Corporation to the within named Mortgagors, dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
Plaintiff

vs.

DAVEY LEE EVANS and
ELIZABETH J. EVANS, his wife
116 Glenlea Drive
Anne Arundel County, Md.
Defendants

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY

PETITIONER'S EXHIBIT #1

FILED

1963 APR 16 AM 11 27

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

16—49690-6

G 239 967

3

#1

LIBER 1175 PAGE 343

BOOK 147 PAGE 384

FOR VALUE RECEIVED, and without recourse, WEAVER BROS. INC. OF MARYLAND, hereby assigns, the within and aforegoing Mortgage and the Mortgage debt secured thereby unto the MARYLAND TRUST COMPANY.

AS WITNESS: the signature of said body corporate, Assignor, by the hand of Roy E. Paddock its Assistant Vice President and its corporate seal hereto affixed this 21st day of December, 1957.

WITNESS:

Eva M. Reiner

Eva M. Reiner

WEAVER BROS. INC. OF MARYLAND

BY: Roy E. Paddock

Roy E. Paddock, Ass't. Vice President

#2

FOR VALUE RECEIVED, and without recourse, MARYLAND TRUST COMPANY, 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 Christopher A. Rupp its Vice President and its corporate seal hereto affixed this 23rd day of December, 1957.

WITNESS:

F. H. Waldman (Asst. Sec'ty.)

MARYLAND TRUST COMPANY

BY:

Christopher A. Rupp (Vice President)

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever, subject to the payment of the annual ground rent of One Hundred Twenty Dollars ($120.00), payable in equal semi-annual installments on the 21st days of June and December, in each and every year.

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

16—42590-8

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty (30) days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or John J. Fleckenstein, 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

LIBER 1175 PAGE 344

BOOK 147 PAGE 385

4

5

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 $250 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:

George M Bayley
GEORGE M. BAYLEY

Davey Lee Evans [SEAL]
DAVEY LEE EVANS

Elizabeth J. Evans [SEAL]
ELIZABETH J. EVANS

[SEAL]

[SEAL]

LIBER 1175 PAGE 345

BOOK 147 PAGE 386

STATE OF MARYLAND, Baltimore City to wit:

I HEREBY CERTIFY, That on this 21st day of December, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared Davey Lee Evans and Elizabeth J. Evans, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their respective act.

At the same time also personally appeared Joseph S Knapp Jr., 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.

George M Bayley
Notary Public.
GEORGE M. BAYLEY
MY COMMISSION EXPIRES MAY 4, 1959.

GEORGE M. BAYLEY NOTARY PUBLIC BALTIMORE COUNTY

Rec'd for record Dec 24 1957 at 10:29 A.M.
Mailed to Md. Title Guarantee Co.

135,177
TCC:bh
Mtg Lee E
STATE OF MARYLAND

Mortgage

FROM

DAVEY LEE EVANS AND

ELIZABETH J. EVANS, HIS WIFE

TO

WEAVER BROS. INC. OF MARYLAND

S/A MARYLAND TRUST COMPANY
S/A METROPOLITAN LIFE INSURANCE COMPANY

Received for Record 1957 at 10:29 o'clock M.
Same day recorded in Liber No. 1175 Folio 343 &c.,
one of the Land Records of
and examined per
Cost of Record, $ 14.50 3.00 15.00 Clerk.

#1 Cannot

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1957 DEC 24 AM 10:29
& RECORDED IN LIBER GTC
NO 1175 FOLIO 343
GEO. T. CROMWELL, CLERK

U. S. GOVERNMENT PRINTING OFFICE

THE MARYLAND TITLE GUARANTEE CO.
215 E. FAYETTE STREET
BALTIMORE 2, MARYLAND

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1957 DEC 24 AM 10:29
& RECORDED IN LIBER GTC
NO 1175 FOLIO 343
GEO. T. CROMWELL, CLERK

BOOK 147 PAGE 387

METROPOLITAN LIFE INSURANCE COMPANY
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

VS.

DAVEY LEE EVANS and
ELIZABETH J. EVANS, his wife
116 Glenlea Drive
Anne Arundel County, Maryland
Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,548 Equity

Docket No. ....., Folio .....

NON-MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY, that on the 15th. day of April, 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.

WILLIAM W. EARECKSON NOTARY PUBLIC BALTIMORE, MD.

William W. Earecksen
Notary Public

John J. Neubauer, Sr. - Affiant

FILED

1963 APR 16 AM 11:27

BOOK 147 PAGE 388

METROPOLITAN LIFE INSURANCE COMPANY, Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

vs.

DAVEY LEE EVANS and
ELIZABETH J. EVANS, his wife
116 Glenlea Drive
Anne Arundel County, Maryland
Defendants

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,548 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 Davey Lee Evans and Elizabeth J. Evans, his wife, to Weaver Bros. Inc. of Maryland, dated December 21, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1175, folio 342, which mortgage, by mesne assignments was short assigned on December 23, 1957 unto Metropolitan Life Insurance Company.

Principal amount of mortgage	$ 12,700.00
Less payments made on account	1,400.47
Balance due on principal	$ 11,299.53
PLUS:	
Debit in expense account	93.69
Net balance due on account of principal	$ 11,393.22
Interest to May 1, 1963	384.52
Balance due on principal and interest	$ 11,777.74

Daily interest is $1.42

METROPOLITAN LIFE INSURANCE COMPANY

BY: J. E. McGurk (THIRD) Vice-President

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:

I HEREBY CERTIFY, that on this 11th day of April, 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, personally appeared J. E. McGurk (THIRD) 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.

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

Notary Public

FILED

1963 APR 16 AM 11:27

E-117—1M—5-61.

Decree in Circuit Court for ~~Baltimore County~~ Anne Arundel County.

METROPOLITAN LIFE INSURANCE COMPANY
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

Vs.

DAVEY LEE EVANS and
ELIZABETH J. EVANS, his wife
116 Glenlea Drive
Anne Arundel County, Maryland
Defendants

DOCKET_____ FOLIO_____

CASE NO. 15,548 Equity

FILED

BOOK 147 PAGE 389

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY, IN EQUITY
_____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 16th day of April 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 ~~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 twelve thousand 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 day of sale and be paid upon ratification of sale;~~ 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.

O Brown Duckett
JUDGE

FILED
1963 APR 16 PM 4:06

8

Judicial 10—MARYLAND—TRUSTEE TO SELL

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND BOOK 12 PAGE 26

No. 15,548 Equity

Metropolitan Life Insurance Company

versus

Davey Lee Evans and Elizabeth J. Evans, his wife

BOOK 147 PAGE 390

BOND OF TRUSTEE TO SELL Real Estate

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 Twelve Thousand and 00/100 - Dollars ($ 12,000.00) 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 17th day of April 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 Company

versus

Davey Lee Evans and Elizabeth J. Evans, 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. Sigwart
Marie C. Sigwart

John J. Neubauer, Sr. (SEAL)

John J. Neubauer, Jr. (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Carol A. Schleupner
Witness as to Surety

By Robert J. Noeth
Robert J. Noeth
Attorney in fact.

FILED
1963 APR 22 AM 11:38

Bond approved this 22nd day of April, 1963

Louis N. Phipps, Clerk

9

JOHN J. NEUBAUER, Solicitor
Keyser Building
Baltimore 2, Maryland

Trustee's Sale

Of Valuable Leasehold Dwelling Property

Known as No. 116 Glenlea Drive 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. Davey Lee Evans and Elizabeth J. Evans, his wife", the undersigned Trustees will sell at Public Auction on the premises the leasehold property above described on

Mon., May 27, 1963 at 3:00 o'clock P.M. (E.D.T.)

ALL that lot or parcel of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot No. 21, Block D, as shown on a Plat entitled "Hammarlee Estates", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 27, folio 390. The improvements thereon being known as No. 116 Glenlea Drive.

The property is subject to the payment of an annual ground rent of $120.00, payable in equal semi-annual installments on the 21st days of June and December, in each and every year.

The improvements consist of a one-story frame dwelling containing six rooms and one bath with forced warm air heat, gas fired.

The property is subject to the following:

(a) Agreement between The Hammarlee Realty Company and Consolidated Gas, Electric Light and Power Company of Baltimore dated June 4, 1937 and recorded among the Land Records

No. 10

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 391

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 27, 1963

We hereby certify, that the annexed

Trustee's Sale

Davey Lee Evans

116 Glenlea 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 27th day of May, 1963. The first insertion being made the 2nd day of May, 1963.

FILED
1963
MAY 27 PM 2:35

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tidyman

of Anne Arundel County in Liber F A M No 166, folio 186, granting to the latter the right to construct, operate and maintain a pole line including the necessary appurtenances, etc

(b) Deed of Easement from The Hammarlee Realty Co , et al, to Anne Arundel County Sanitary Commission, dated August 3, 1950 and recorded among the Land Records of Anne Arundel County in Liber J H H No 754, folio 231, granting to the latter easements and rights of way for water and sewer lines

(c) Covenants, conditions and restrictions set forth in the Declaration made by Harry Silver and wife, et al, dated July 11, 1956 and recorded among the Land Records aforesaid in Liber G T C No 1044, folio 556.

(d) Agreement between Hammar Realty, Inc and Baltimore Gas and Electric Company, dated August 8, 1956 and recorded among the Land Records of Anne Arundel County in Liber G T C No 1056, folio 90, granting to the latter the right to construct, operate, and maintain electric lines and gas lines including the necessary appurtenances, etc.

Taxes, Anne Arundel County Sanitary charges and other municipal liens and charges and ground rent are to be adjusted to the date of sale

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, JR.
JOHN J NEUBAUER, SR
Trustees
Keyser Building
Baltimore 2, Md.
LE 9-3212
E T NEWELL & CO , INC
120 W North Avenue
Baltimore 1, Maryland
Auctioneers M-23

E-123—1 M—2-62.

REPORT OF SALE

METROPOLITAN LIFE INSURANCE COMPANY
Assignee
1 Madison Avenue, New York 10, N.Y.
VS. Plaintiff

DAVEY LEE EVANS and
ELIZABETH J. EVANS, his wife
116 Glenlea Drive-Anne Arundel Co., Md.
Defendants

—IN THE—
BOOK 147 PAGE 393
CIRCUIT COURT
—FOR—
~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY (Equity #15,548)

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ~~BALTIMORE COUNTY~~ Anne Arundel 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. 116 Glenlea Drive in Anne Arundel County, Maryland in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of 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 "MARYLAND GAZETTE" a weekly newspaper, published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Monday the 27th day of May, 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 Seventy-five Hundred and 00/100 ($7500.00) Dollars; it being the highest bidder therefor. Subject to the payment of an annual ground rent of One Hundred Twenty and 00/100 ($120.00) Dollars, payable in equal semi-annual installments on the 21st days of June and December, in each and every year.

John J. Neubauer, Sr. - Trustee

John J. Neubauer, Jr. - Trustee.

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

I Hereby Certify, that on this 27th day of May, 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. and 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. Catherine T. Ingram Notary Public

FILED
1963 MAY 28 AM 11:31

16

BOOK 147 PAGE 394

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 27th day of May, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Boyer Speed, 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, Metropolitan Life Ins. Co.,) 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.
Wm. Bo[illegible] [illegible] [illegible] agent
Purchaser
W. Boyer Speed

(SEAL)

Notary Public

FILED
1963 MAY 28 AM 11:31

ORDER NISI

METROPOLITAN LIFE INSURANCE COMPANY
Assignee

versus

DAVEY LEE EVANS and
ELIZABETH J. EVANS, his wife

BOOK 147 PAGE 395
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 15,548 Equity

Ordered, this 28th day of May, 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 8th 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 8th day of July next.

The report states that the amount of sale was $ 7,500.00

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

John J. Neubauer, Jr., Atty.
(Final Order)

Maryland Gazette (for June 6 edition)

METROPOLITAN LIFE INSURANCE COMPANY
Assignee

versus

DAVEY LEE EVANS and
ELIZABETH J. EVANS, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of July, 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 JUL 10 AM 10:10

12

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 15,548.... .... .. Equity

METROPOLITAN LIFE INSURANCE COMPANY, Assignee

VERSUS

DAVEY LEE EVANS and ELIZABETH J. EVANS, his wife

Ordered, this 28th day of May, 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 8th 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 8th day of July next.

The report states that the amount of sale was $7,500.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk.

JU-27

1963 JUL -1 PM 12:30

FILED

No. M. G. 29824

13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 306

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 27, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,548

Davey Lee Evans

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 July, 1963. The first insertion being made the 6th day of June, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of BOOK 147 PAGE 397

METROPOLITAN LIFE INSURANCE COMPANY, Assignee

VS.

DAVEY LEE EVANS and ELIZABETH J. EVANS, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,548 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 JUL 15 PM 2:19 FILED

All of which is respectfully submitted.

July 15, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 31st day of July, 1963, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps

Clerk

Per: C. B. Tollevik, deputy

FILED

1963 JUL 31 PM 3:36

14

15

BOOK 147 PAGE 398

Dr. METROPOLITAN LIFE INSURANCE COMPANY, Assignee vs. DAVEY LEE EVANS and ELIZABETH J. EVANS, his wife,

In Acct. with JOHN J. NEUBAUER, SR. and JOHN J. NEUBAUER, Jr., Trustees

					Cr.	
1963						
May	27	Proceeds of Sale	7,500	00		
		Interest on deferred payment of $7,000.00				
		from 5/27/63 to 7/12/63	52	50	7,552	50
		Refund 1963 County & State taxes from 5/27/63 to 12/31/63	127	90		
		Refund Anne Arundel Co. Sanitary charges from 5/27/63 to 12/31/63	25	84	153	74
					7,706	24

16

BOOK 147 PAGE 399

		To Trustees for fee, viz:	250	00		
		To Trustees for commissions, viz:	256	58	506	58
		To Trustees 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 Trustees for expenses, viz:				
		Capital Gazette Press, advertising sale	105	00		
		Capital Gazette Press, Order nisi, sale	15	00		
		The Sunpapers - advertising sale	16	60		
		E.T.Newell & Co., Inc. - auctioneer fee	35	00		
		U.S.Fidelity & Guaranty Co.-Bond premium	24	00		
		One-half cost documentary stamps	12	37		
		Ground Rent,adj. 12/21/62 to 5/27/63 (120.00)	52	00		
		Federal Lien Search	3	00		
		Notary fees	1	00	263	97

	To Metropolitan Life Insurance Company				
	this balance on account of claim filed	6,875	19	6,875	19
				7,706	24
	Amount of Mortgage claim filed	11,777	74		
	Interest on principal balance of $11,393.22 from 5/1/63 to 7/31/63-91days @ 4½%	127	66		
		11,905	40		
	Cr. - amount allowed above	6,875	19		
	Balance subject to Decree in Personam	5,030	21		

BOOK 147 PAGE 401

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
EARNEST O. LAM AND EVELYN C. LAM, HIS WIFE	:	(IN EQUITY)

No. 15,571 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 Earnest O. Lam and Evelyn C. Lam, his wife to Baltimore Federal Savings and Loan Association, dated December 16th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1358 folio 286.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1963 APR 26 AM 10:18

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.

BOOK 147 PAGE 402
BOOK 1358 PAGE 286

MARYLAND

No. 15,571 Eq

MORTGAGE

THIS MORTGAGE, made this 16th day of December, A. D. 1959, by and between EARNEST O. LAM and EVELYN C. LAM, 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 TEN THOUSAND NINE HUNDRED NINETY and 00/100ths Dollars ($10,990.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one fourth per centum (5¼ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SIXTY and 69/100ths Dollars ($ 60.69), commencing on the first day of January, 1960, 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 December, 19 89. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 102, Section 2, as laid down and shown on a plat entitled "Section 2, Sun Valley", dated September, 1956, by John E. Harms, Jr., Associates, Surveyors, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 58. The improvements thereon being known as No. 909 Old Annapolis Boulevard.

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

FILED

1963 APR 26 AM 10:18

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

2

3

BOOK 147 PAGE 403

BOOK 1358 PAGE 287

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:

Range

Refrigerator

Washer

Dryer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness: Robert F. Nayden
ROBERT F. NAYDEN

Earnest O. Lam [SEAL]
Earnest O. Lam

[SEAL]

Evelyn C. Lam [SEAL]
Evelyn C. Lam

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1358 PAGE 290

I HEREBY CERTIFY, That on this 16th day of December, 19 59, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared EARNEST O. LAM and EVELYN C. LAM, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

Robert F. Nayden
ROBERT F. NAYDEN Notary Public.

ROBERT F. NAYDEN NOTARY PUBLIC BALTIMORE, MD.

11 00

Rec'd for record Dec. 18, 1959 at 11:48 A.M.
Mailed to The Colonial Title Guarantee Co.

Filing No. 52839
Entered by JEM
Checked by [illegible] Examiner
for Record [illegible]

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(IN EQUITY)

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

EARNEST O. LAM AND
EVELYN C. LAM, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

BOOK 147 PAGE 406

No. 15,571 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 24th day of April 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, Earnest O. Lam and Evelyn C. Lam, 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 APR 26 AM 10:18

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

EARNEST O. LAM AND

EVELYN C. LAM, HIS WIFE

IN THE BOOK 147 PAGE 407

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,571 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Earnest O. Lam and Evelyn C. Lam, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **16th** day of **December** 1959, and recorded among the Land Records of **Baltimore** County in Liber **G.T.C.** No. **1358** Folio **286** .

Amount of Mortgage	**$10,990.00**
Less - amount paid on principal	**444.63**
	10,545.37
Plus - interest to 4/19/63	**352.24**
	10,897.61
Less - balance in expense account	**76.17**
	10,821.44

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **24th** day of **April** 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.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

FILED

1963 APR 26 AM 10:18

Clara M. Link

Clara M. Link Notary Public

Equity No. 15,571

Mortgagee and Attorney's Bond.

1-369

BOOK 12 PAGE 61

BOOK 147 PAGE 408

New Amsterdam Casualty Company

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 0466-0274-0954-63

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 TEN THOUSAND, NINE HUNDRED AND NO/100 - - - - - - - - - - - - - - - ($10,900.00) - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 22nd day of May 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 Earnest O. Lan & Evelyn C. Lan, his wife, to the Baltimore Federal Savings & Loan Association bearing date the 16th day of December nineteen hundred and fifty-nine, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1358, Folio 286, and

909 Old Annapolis Road - 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

Robert F. Vavrina
~~Witness~~ As to Surety.

M. Greller
M. Greller

ROBERT F. VAVRINA NOTARY PUBLIC BALTIMORE MD.

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

NEW AMSTERDAM CASUALTY COMPANY

R. H. Nichols, Attorney-in-Fact

Bond approved this 27th day of May, 1963

Louis N. Phipps, Clerk

FILED
1963 MAY 27 AM 9:15

8

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 Earnest O. Lam and Evelyn C. Lam, his wife to Baltimore Federal Savings and Loan Association, dated December 16th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1358 folio 286 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Acution at the Court House Door in Annapolis on

Mon., May 27, 1963 at 3:45 P.M. (E.D.T.)

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.

BEING known and designated as Lot No. 102, Section 2, as laid down and shown on a plat entitled "Section 2, Sun Valley," dated September, 1956, by John E. Harms, Jr., Associates, Surveyors, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 58. The improvements thereon being known as No. 909 Old Annapolis Blulevard.

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

Subject to an annual ground rent of $120.00 and to any restrictive covenants, of record, affecting the property.

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

No. 9

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-23

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNOEL COUNTY AOVERTISING

BOOK 147 PAGE 409

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 27, 1963

We hereby certify, that the annexed

Attorney's Sale

Earnest O. Lam

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 2nd day of May, 1963.

FILED
1963 MAY 27 PM 2:35

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

15,571

Mortgagee and Attorney's Bond. 1-369

227 ST PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

BOOK 147 PAGE 410

BOOK 12 PAGE 67

60 JOHN STREET
NEW YORK, N.Y.

ADDITIONAL - BOND NO. 0466-0274-0954-63

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 THREE HUNDRED AND NO/100 - ($300.00) - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 28th day of May 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 Earnest O. Lam & Evelyn C. Lam, his wife, to the Baltimore Savings & Loan Association

bearing date the 16th day of December nineteen hundred and fifty-nine, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1358, Folio 286, and

909 Old Annapolis Road - 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 W. Lynch

As to Surety:
M. Greller
M. Greller

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 29th day of May, 1963

Lewis N. Phipps, Clerk

FILED
1963 MAY 29 PM 3:37

10

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
EARNEST O. LAM AND EVELYN C. LAM, HIS WIFE	:	(In Equity) Docket 15,571

BOOK 1947 PAGE 411

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 16th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1358 folio 286 from said Earnest O. Lam and Evelyn C. Lam, 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 27th day of May, 1963 at 3.45 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 102, Section 2, as laid down and shown on a Plat entitled "Section 2, Sun Valley", dated September, 1956, by John E. Harms, Jr., Associates, Surveyors, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 58, the improvements whereon are known as No. 909 Old Annapolis Road; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1963 MAY 29 PM 3:37

//

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 Earnest O. Lam and Evelyn C. Lam, his wife to Baltimore Federal Savings and Loan Association, dated December 16th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1358 folio 286 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Acution at the Court House Door in Annapolis on

Mon., May 27, 1963 at 3:45 P.M. (E.D.T.)

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.

BEING known and designated as Lot No. 102, Section 2, as laid down and shown on a plat entitled "Section 2, Sun Valley," dated September, 1956, by John E. Harms, Jr., Associates, Surveyors, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 58. The improvements thereon being known as No. 909 Old Annapolis Blulevard.

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

Subject to an annual ground rent of $120.00 and to any restrictive covenants, of record, affecting the property.

The improvements consist of a frame one story 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-23

BOOK 147 PAGE 412

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 $120.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this **28th** day of **May, 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 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 CITY

Clara M. Link, Notary Public

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
EARNEST O. LAM AND EVELYN C. LAM, HIS WIFE	:	ANNE ARUNDEL COUNTY In Equity- No. 15,571

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 28th day of May , 1963 , before me, the subscriber, a Notary Public of the State of Maryland, in and for said City , personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Associatioh purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property

mentioned in the said Report of Sale.

BALTIMORE FEDERAL S. & L. ASSN.

by [signature]

Purchaser

Vice President

FILED

1963 MAY 29 PM 3:37

[signature]

Clara M. Link Notary Public

13

ORDER NISI

WALTER S. CALWELL, ATTORNEY NAMED
IN MORTGAGE

versus

EARNEST O. LAM AND
EVELYN C. LAM, HIS WIFE

BOOK 147 PAGE 414
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 15,571 Equity

Ordered, this 29th day of May, 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 8th 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 8th day of July next.

The report states that the amount of sale was $11,200.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty.
(Final Order)

FOR: MARYLAND GAZETTE June 6th Edition

WALTER S. CALWELL, ATTORNEY NAMED
IN MORTGAGE

versus

EARNEST O. LAM AND
EVELYN C. LAM, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of July, 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 JUL 10 AM 10:10

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 15,571 Equity

WALTER S. CALWELL, Attorney named in mortgage

VERSUS

EARNEST O. LAM and EVELYN C. LAM, his wife.

Ordered, this 29th day of May, 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 8th 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 8th day of July next.

The report states that the amount of sale was $11,200.00

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

LOUIS N. PHIPPS, Clerk.

JU-27

FILED
1963 JUL 1 PM 12:30

No. M. G. 29225

15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 415

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 28, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,571

Earnest O. Lam

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 July, 1963. The first insertion being made the 6th day of June, 1963

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 147 PAGE 416

In the Case of

WALTER S. CALWELL, Attorney named in Mortgage

VS.

EARNEST O. LAM and EVELYN C. LAM, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 15,571 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.

July 19, 1963

John H. Hopkins, IV, Auditor.

1963 JUL 19 AM 10:40 FILED

FINAL ORDER

ORDERED BY THE COURT, this 6th day of August, 1963, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps

Clerk

Per: C. B. Tolliver, deputy

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1963 AUG -6 AM 9:20

16

Dr. WALTER S. CALWELL, Attorney named in Mortgage, vs. EARNEST O. LAM and EVELYN C. LAM, his wife,

In Acct. with WALTER S. CALWELL, Attorney named in Mortgage

					Cr.	
1963						
May	27	Proceeds of Sale	11,200	00		
		Interest on deferred payment of $10,700.00				
		from 5/27/63 to 7/11/63	84	00	11,284	00
					11,284	00
		To Attorney for fee, viz:	50	00		
		To Attorney for commissions, viz:	368	52	418	52
		To Attorney for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court costs	31	00		
		Auditor - stating this account	22	50	63	50
		To Attorney for Expenses, viz:				
		Capital Gazette Press - advertising sale	73	52		
		Capital Gazette Press - Order nisi, sale	15	00		
		New Amsterdam Casualty Co. - bond premium	44	80		
		E.T.Newell & Co. Inc. - Auctioneer fee	35	00		
		1963 County & State Taxes, adjusted 1/1/63 to 5/27/63	73	50		
		Ground Rent, adj. 12/16/62 to 5/27/63 (120.00)	53	63		
		Clara M. Link - notary fees	1	25	296	70
		To Baltimore Federal Savings & Loan Assn.				
		this balance on account of claim filed	10,505	28	10,505	28
					11,284	00

Amount of Mortgage claim filed	10,821	44	
Interest on principal balance of $10,545.37 from 4/19/63 to 8/5/63 - 118 days @ 5¼%	178	82	
	11,000	26	
Cr. - amount allowed above	10,505	28	
Balance subject o Decree in Personam	494	98	

BOOK 147 PAGE 419

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
ANTHONY PAUL CARPINTIERI AND DOROTHY CARPINTIERI, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity)

No. 15,372 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 Anthony Paul Carpintieri and Dorothy Carpintieri, his wife to Baltimore Federal Savings and Loan Association, dated February 12th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1098 folio 449.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore 2, Maryland

Le 9-6841

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1963 APR 26 AM 10:17

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

BOOK 147 PAGE 420
LIBER 1098 PAGE 449

MARYLAND

No. 15,572 Equity

MORTGAGE

THIS MORTGAGE, made this 12th day of February, A. D. 1957, by and between

ANTHONY PAUL CARPINTIERI and DOROTHY B. CARPINTIERI, his wife

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

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of FOURTEEN THOUSAND TWO HUNDRED AND 00/100ths Dollars ($ 14,200.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Seventy-one and 95/100ths Dollars ($ 71.95), commencing on the first day of April, 1957, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on ~~the first day of~~ February 11, 1987, ~~19~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 26 as shown on the Plat of Manhattan Manor which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 4 Rod G-6, Plat No. 13., now recorded in Plat Book 24 folio 19.

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 Associated Home Builders, Inc. unto the Mortgagors herein.

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

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TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be decmed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

Philco	
[illegible] Refrigerator [illegible]	$190.00
Chefs Delight Range 3436	90.00
Whirlpool Deluxe Washing Machine BA 50	180.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LIBER 1098 PAGE 452

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

JOHN R. HOLLAND, JR.

Anthony Paul Carpintieri [SEAL]
Anthony Paul Carpintieri

[SEAL]

Dorothy B. Carpintieri [SEAL]
Dorothy B. Carpintieri

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 12th day of February, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared ANTHONY PAUL CARPINTIERI and DOROTHY B. CARPINTIERI, 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

JOHN R. HOLLAND, JR. *Notary Public.*

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

Rec'd for record Feb. 14, 1957 at 11:11 A.M.
Mailed to The Colonial Title Guarantee Co.

42727

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(IN EQUITY)

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
ANTHONY PAUL CARPINTIERI AND
DOROTHY B. CARPINTIERI, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

BOOK 147 PAGE 424

MILITARY AFFIDAVIT No. 15,572 Equity

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 24th day of April 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 Defendant**s, Anthony Paul Carpintieri and Dorothy B. Carpintieri, 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 **t hey** ha **ve** not been ordered to report for induction under the Selective Training and Service Act of 1940, that**t he y are** not members of the Enlisted Reserve Corps, and ha **ve** not been ordered to report for service therein,

and that the Affiant's sour**e** 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 APR 26 AM 10:17

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WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

ANTHONY PAUL CARPINTIERI AND

DOROTHY B. CARPINTIERI, HIS WIFE

IN THE BOOK 147 PAGE 425

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,572 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Anthony Paul Carpintieri and Dorothy B. Carpintieri, his wife**
to **Baltimore Federal Savings and Loan Association**

dated the **12th** day of **February** 1957, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C. No. 1098** Folio 449.

Amount of Mortgage	$14,200.00
Less - amount paid on principal	1,417.85
	12,782.15
Plus - interest to 4/19/63	317.98
	11,100.13
Less - balance in expense account	104.89
	12,995.24

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **24th** day of **April** 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.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

AS WITNESS my hand and Notarial Seal.

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1963 APR 26 AM 10:17

Clara M. Link

Clara M. Link Notary Public

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Equity No. 15,572

Mortgagee and Attorney's Bond.

BOOK 147 PAGE 426

1-369

BOOK 12 PAGE 62

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

BOND NO. 0466-0274-0956-63

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 THIRTEEN THOUSAND, AND NO/100 - ($13,000.00) 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 22nd day of May 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 Anthony Paul Carpintieri & Dorothy B. Carpintieri, his wife, to Baltimore Federal Savings & Loan Association bearing date the 12th day of February nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1098, Folio 449, and

Lot 26, Manhattan Manor - 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

ROBERT LAVRINA NOTARY PUBLIC BALTIMORE MD.

As to Surety:

M. Greller

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 27th day of May, 1963

Louis H. Skupp, Clerk

1963 MAY 27 AM 9:15

CALLAHAN AND CA[illegible]ELL
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 Anthony Paul Carpintieri and Dorothy B. Carpintieri, his wife to Baltimore Federal Savings and Loan Association, dated February 12th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1098 folio 449 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Mon., May 27, 1963 at 3:20 P.M. (E.D.T.)

all that fee simple lot of ground, situate and lying in the Third Election District of Anne Arundel County, Maryland, at Manhattan Manor, near Severna Park, and described as follows:

BEING known and designated as Lot No. 26 as shown on the Plat of Manhattan Manor which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 4 Rod G-6, Plat No. 13, now recorded in Plat Book 24 folio 19, situate on the east side of Maple Avenue first house south of Oak (Grove Circle) Road, the improvements whereon are now known as No. 212 Maple Avenue.

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

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

The improvements consist of a frame 1½ story detached dwelling, containing 4 rooms, 1 bath, hot water gas fired heat.

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

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

M-23

9 No. M

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 427

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 27, 1963

We hereby certify, that the annexed

Attorney's Sale

Anthony Paul Caspintieri

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 2nd day of May, 1963.

FILED
MAY 27 PM 2:34

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No 15,572

Mortgagee and Attorney's Bond.

BOOK 147 PAGE 428

1-369

BOOK 12 PAGE 68

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

ADDITIONAL - BOND NO. 0466-0274-0956-63

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 FIVE HUNDRED FIFTY-FOUR AND NO/100 - - - - - - - - - - - - - - - - - ($554.00) 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 28th day of May 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 Anthony Paul Carpintieri & Dorothy B. Carpintieri, his wife, to Baltimore Federal Savings & Loan Association bearing date the 12th day of February nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1098, Folio 449, and

Lot 26, Manhattan Manor - Anne Arundel Co., Maryland

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. Linch

As to Surety:
M Greller
M. Greller

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By H. Nichols, Attorney-in-Fact

Bond approved this 27th day of May, 1963

Louis N. Phipps, Clerk

FILED
1963 MAY 29 PM 3:37

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	
ANTHONY PAUL CARPINTIERI AND DOROTHY B. CARPINTIERI, HIS WIFE	:	(In Equity) - No. 15,572
	:	

BOOK 147 PAGE 429

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated February 12th 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1098 folio 449 from said Anthony Paul Carpintieri and Dorothy B. Carpintieri, 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 27th day of May, 1963 at 3.20 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. 26 as shown on the Plat of Manhattan Manor, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 24 folio 19; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1963 MAY 29 PM 3:37

//

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 Anthony Paul Carpintieri and Dorothy B. Carpintieri, his wife to Baltimore Federal Savings and Loan Association, dated February 12th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1098 folio 449 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Mon., May 27, 1963 at 3:20 P.M. (E.D.T.)

all that fee simple lot of ground, situate and lying in the Third Election District of Anne Arundel County, Maryland, at Manhattan Manor, near Severna Park, and described as follows:

BEING known and designated as Lot No. 26 as shown on the Plat of Manhattan Manor which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 4 Rod G-6, Plat No. 13, now recorded in Plat Book 24 folio 19, situate on the east side of Maple Avenue first house south of Oak (Grove Circle) Road, the improvements whereon are now known as No. 212 Maple Avenue.

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

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

The improvements consist of a frame 1½ story detached dwelling, containing 4 rooms, 1 bath, hot water gas fired heat.

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

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

M-23

BOOK 147 PAGE 430

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

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Thirteen Thousand five Hundred fifty-four ($13,554.00) 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 28th day of **May, 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

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
ANTHONY PAUL CARPINTIERI AND DOROTHY B. CARPINTIERI, HIS WIFE	:	ANNE ARUNDEL COUNTY In Equity - No. 15572

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 28th day of May, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property

mentioned in the said Report of Sale.

BALTIMORE FEDERAL S. & L. ASS'N.

by Charles E. Williams
Purchaser
Vice President

FILED

1963 MAY 29 PM 3:37

Clara M. Link
Clara M. Link Notary Public

13

ORDER NISI

BOOK 147 PAGE 432

WALTER S. CALWELL, ATTORNEY NAMED
IN MORTGAGE

versus

ANTHONY PAUL CARPINTIERI AND
DOROTHY B. CARPINTIERI, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,572 Equity

Ordered, this 29th day of May, 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 8th 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 8th day of July next.

The report states that the amount of sale was $13,554.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty.
(Final Order)

FOR: MARYLAND GAZETTE June 6th Edition

WALTER S. CALWELL, ATTORNEY NAMED
IN MORTGAGE

versus

ANTHONY PAUL CARPINTIERI AND
DOROTHY B. CARPINTIERI, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of July, 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.

J. Barnes Duckett JUDGE.

FILED

1963 JUL 10 AM 10:16

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 15,572 .... Equity

WALTER S. CALWELL, Attorney Named in Mortgage

VERSUS

ANTHONY PAUL CARPINTIERI and DOROTHY B. CARPINTIERI, his wife

Ordered, this 29th day of May, 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 8th 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 8th day of July next.

The report states that the amount of sale was $13,554.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
JU-27

FILED
1963 JUL 1 PM 12:30

No. M. G. 298-23

OFFICE OF

Maryland Gazette

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

BOOK 147 PAGE 433

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 28, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,572
Anthony Paul Carpintieri

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 July, 1963. The first insertion being made the 6th day of June, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 147 PAGE 434

In the Case of

WALTER S. CALWELL, Attorney named in Mortgage

VS.

ANTHONY PAUL CARPINTIERI and

DOROTHY CARPINTIERI, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 15,572 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.
July 19, 1963

John H. Hopkins, IV, Auditor.

FILED
1963 JUL 19 AM 10:40

FINAL ORDER

ORDERED BY THE COURT, this 6th day of August, 1963, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: C. B. Dillavik, deputy

FILED
1963 AUG -6 AM 9:20

16

17

Dr. WALTER S. CALWELL, Attorney named in Mortgage, vs. ANTHONY PAUL CARPINTIERI and DOROTHY CARPINTIERI, his wife,

In Acct. with WALTER S. CALWELL, Attorney named in Mortgage

					Cr.	
1963						
May	27	Proceeds of Sale	13,554	00		
		Interest on deferred payment of $13,054.00				
		from 5/27/63 to 7/11/63	101	66	13,655	66
					13,655	66
		To Attorney for fee, viz:	50	00		
		To Attorney for commissions, viz:	439	67	489	67
		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	70	00		
		Capital Gazette Press - Order nisi, sale	15	00		
		E.T.Newell & Co. Inc. - auctioneer fee	35	00		
		New Amsterdam Casualty Co. - bond premium	54	22		
		County & State taxes adjusted 1/1/63 to 5/27/63	79	38		
		Clara M. Link - notary fees	1	25	254	85
		To Baltimore Federal Savings & Loan Assn.				
		this balance on account of claim filed	12,850	64	12,850	64
					13,655	66

		Amount of Mortgage claim filed	12,995	24		
		Interest on principal balance of $12,782.15 from 4/19/63 to 8/5/63 - 118 days @ 4½%	185	79		
			13,181	03		
		Cr. - amount allowed above	12,850	64		
		Balance subject to Decree in Personam	330	39		

BOOK 147 PAGE 437

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
HAROLD W. SMITH AND EILEEN SMITH, HIS WIFE	:	(In Equity) No. 15,573 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 Harold W. Smith and Eileen Smith, his wife to Baltimore Federal Savings and Loan Association, dated June 28th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1487 folio 321.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1963 APR 26 AM 10:17

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

BOOK 1487 PAGE 321

BOOK 147 PAGE 438

No. 15,373 Equity

MORTGAGE

THIS MORTGAGE, Made this 28th day of June , A. D. 1961 , by and between HAROLD W. SMITH and EILEEN SMITH, 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 ONE HUNDRED and 00/100 Dollars ($ 10,100.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and one-half per centum (5½ %) 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 Fifty-seven and 37/100 Dollars ($ 57.37), commencing on the first day of August , 1961 , and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July , 1991 . Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

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

16—55500-6

BEING known and designated as Lot 7 Block 22 Section 2 as shown on the Plat of Harundale Section 2 recorded among the plat records of Anne Arundel County in Plat Book 20 folio 22. The improvements thereon being known as 1613 Kimber Road.

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 Inland Realty, Inc. unto the herein Mortgagors.

*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 twenty ($120.00) Dollars payable half-yearly on the 1st days of May and November in each and every year

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

Edmund M. Ward

Harold W. Smith [SEAL]

Eileen Smith [SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit: BOOK 1487 PAGE 325

I HEREBY CERTIFY, That on this the 28th day of June, 19 61, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Harold W. Smith and Eileen Smith, 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.

Edmund M. Ward 11.00

EDMUND M. WARD NOTARY PUBLIC Notary Public. BALTIMORE CO., MD.

My commission expires: May 6, 1963

Application No. 55259

Written by ep

Approved by ..... Examiner

Recd for ..... life ASSOCIATION

Rec'd for record June 30, 1961 at 10:37 A.M.

Mailed to The Colonial Title Guarantee Co.

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(IN EQUITY)

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

HAROLD W. SMITH AND
EILEEN SMITH, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

No. 15,573 Equity

MILITARY AFFIDAVIT

Docket folio-

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 24th day of April 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, **Harold W. Smith and Eileen Smith, his wife**

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

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

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

FILED

1963 APR 26 AM 10:17

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

HAROLD W. SMITH AND

EILEEN SMITH, HIS WIFE

IN THE

BOOK 147 PAGE 443

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,573 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Harold W. Smith and Eileen Smith, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **28th** day of **June** 1961, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1487** Folio **321** .

Amount of Mortgage	**$10,100.00**
Less - amount paid on principal	**182.60**
	9,917.40
Plus - interest to 4/11/63	**243.97**
	10,161.37
Less - balance in expense account	**161.68**
	9,999.69

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **24th** day of **April** 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.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

FILED

1963 APR 26 AM 10:17

Clara M. Link

Clara M. Link Notary Public

7

Equity No. 15573

Mortgagee and Attorney's Bond. BOOK 147 PAGE 444

1-369

BOOK 12 PAGE 63

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 0466-0274-0955-63

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 TEN THOUSAND, AND NO/100 - ($10,000.00) - 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 22nd day of May 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 Harold W. Smith & Eileen Smith, his wife, to the Baltimore Federal Savings & Loan Association

bearing date the 28th day of June nineteen hundred and sixty-one.

and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1487, Folio 321, and

1613 Kimber Road - 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

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

As to Surety:

M. Greller

M. Greller

Bond approved this 27th day of May 1963

Lewis N. Phipps Clerk

FILED

1963 MAY 27 AM 9:15

CALLAHAN AND WELL
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 Harold W. Smith and Eileen Smith, his wife to Baltimore Federal Savings and Loan Association, dated June 28th, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1487 folio 321 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Mon., May 27, 1963 at 3:00 P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, in the Development of Harurdale, Glen Burnie area, and described as follows:

BEING known and designated as Lot 7 Block 22 Section 2 as shown on the Plat of Harundale Section 2 recorded among the plat records of Anne Arundel County in Plat Book 20 folio 22. The improvements thereon being known as 1613 Kimber Road.

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

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

The improvements consist of a one story detached dwelling, containing 5 rooms (3 bedrooms) 1 bath.

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 codumentary 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

No. 9

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 1487 PAGE 445

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 27, 1963

We hereby certify, that the annexed

Attorney's Sale

Harold W. Smith

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 2nd day of May, 1963.

FILED
1963
MAY 27 PM 2:34

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
HAROLD W. SMITH AND EILEEN SMITH, HIS WIFE	:	(In Equity) - No. 15573
	:	

BOOK 147 PAGE 440

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated June 28th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1487 folio 321 from said Harold W. Smith and Eileen Smith, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "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 27th day of May, 1963 at three P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 7, Block 22, Section 2, as shown on the Plat of Harundale Section 2, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book 20 folio 22, the improvements whereon are known as No. 1613 Kimber Road; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1963 MAY 29 PM 3:36

10

11

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 Harold W. Smith and Eileen Smith, his wife to Baltimore Federal Savings and Loan Association, dated June 28th, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1487 folio 321 (default having occurred thereunder) the undersigned, Attorney will sell at Public Auction on the premises on

Mon., May 27, 1963 at 3:00 P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, in the Development of Harundale, Glen Burnie area, and described as follows:

BEING known and designated as Lot 7 Block 22 Section 2 as shown on the Plat of Harundale Section 2 recorded among the plat records of Anne Arundel County in Plat Book 20 folio 22. The improvements thereon being known as 1613 Kimber Road.

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

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

The improvements consist of a one story detached dwelling, containing 5 rooms (3 bedrooms) 1 bath.

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 codumentary 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

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Ten Thousand two Hundred fifty ($10,250.00) Dollars, subject to the payment of an annual ground rent of $120.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 28th day of May, 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 CITY

Clara M. Link, Notary Public

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
HAROLD W. SMITH AND EILEEN SMITH, HIS WIFE	:	ANNE ARUNDEL COUNTY In Equity - No. 15573

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 28th day of May, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL S. & L. ASS'N.

by Charles E. Williams
Purchaser
Vice President

Clara M. Link
Clara M. Link Notary Public

FILED
1963 MAY 29 PM 3:3-

ORDER NISI

BOOK 147 PAGE 449

WALTER S. CALWELL, Attorney named in Mortgage

versus

HAROLD W. SMITH and EILEEN SMITH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,573 Equity

Ordered, this 29th day of May, 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 8th 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 8th day of July next.

The report states that the amount of sale was $10,250.00

Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty.
(Final Order)

Maryland Gazette (for June 6 edition)

WALTER S. CALWELL, Attorney named in Mortgage

versus

HAROLD W. SMITH and EILEEN SMITH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of July, 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 JUL 10 AM 10:10

13

Mortgagee and Attorney's Bond.

BOOK 147 PAGE 450

1-369

No. 15,573 Equity

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

BOOK 12 PAGE 69

60 JOHN STREET
NEW YORK, N Y.

ADDITIONAL - BOND NO. 0466-0274-0955-63

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 FIFTY - - AND NO/100 - ($250.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 28th day of May 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 Harold W. Smith & Eileen Smith, his wife, to the Baltimore Federal Savings & Loan Association

bearing date the 28th day of June nineteen hundred and sixty-one, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1487, Folio 321, and

1613 Kimber Road - 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

C. M. Smith

~~Attest~~

As to Surety:
M. Greller
M. Greller

Walter S. Calwell (Seal)

Walter S. Calwell (Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 29th day of May, 1963

Louis N. Phipps, Clerk

FILED
1963 MAY 29 PM 3:37

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,573 Equity

WALTER S. CALWELL, Attorney named in Mortgage
versus
HAROLD W. SMITH and EILEEN SMITH, his wife

Ordered, this 29th day of May, 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 8th 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 8th day of July next.

The report states that the amount of sale was $10,250.00.

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

LOUIS N. PHIPPS, Clerk.
Ju-27

FILED
1963 JUL -1 PM 12:31
1963 JUL -1 PM 12:31

No. M. G. 29132

15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 431

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 28, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,573

Harold W. Smith

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 July, 1963. The first insertion being made the 6th day of June, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 147 PAGE 452

In the Case of

WALTER S. CALWELL, Attorney named in Mortgage

VS.

HAROLD W. SMITH and EILEEN SMITH, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 15,573 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.

July 19, 1963

John H. Hopkins, IV, Auditor.

FILED

1963 JUL 19 AM 10:41

FINAL ORDER

ORDERED BY THE COURT, this 6th day of August, 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. B. Tolliver, deputy

FILED

1963 AUG -6 AM 9:20

16

17

Dr. WALTER S. CALWELL, Attorney named in Mortgage, vs. HAROLD W. SMITH and EILEEN SMITH, his wife,

In Acct. with WALTER S. CALWELL, Attorney named in Mortgage

					Cr.	
1963						
May	27	Proceeds of Sale	10,250	00		
		Interest on deferred payment of $9,750.00				
		from 5/27/63 to 7/11/63	76	86	10,326	86
					10,326	86
		To Attorney for fee, viz:	100	00		
		To Attorney for commissions, viz:	339	81	439	81
		To Attorney for Court Costs, viz:				
		Plaintiff's solicitors appearance fee	10	00		
		Clerk of Court - Court costs	31	00		
		Auditor - stating this account	22	50	63	50
		To Attorney for expenses, viz:				
		Capital Gazette Press - Advertising sale	68	24		
		Capital Gazette Press - Order nisi, sale	15	00		
		E.T.Newell & Co. Inc. - auctioneer fee	35	00		
		New Amsterdam Casualty Co.-bond premium	41	00		
		1963 County & State taxes adjusted 1/1/63 to 5/27/63	69	49		
		Ground Rent, adj. 5/1/63 to 5/27/63-(120.00)	9	00		
		Clara M. Link - notary fees	1	50	239	23
		To Baltimore Federal Savings & Loan Assn.				
		this balance on account of claim filed	9,584	32	9,584	32
					10,326	86

		Amount of Mortgage claim filed	9,999	69		
		Interest on principal balance of $9,917.40 from 4/11/63 to 8/5/63 - 116 days @ 5½%	173	46		
			10,173	15		
		Cr. - amount allowed above	9,584	32		
		Balance subject to Decree in Personam	588	83		

BOOK 147 PAGE 455

C.GREGG EVERNGAM & JAMES F. TOMES, TRUSTEES	*	IN THE
	*	CIRCUIT COURT
VS	*	FOR
	*	ANNE ARUNDEL COUNTY
MONOWALL HOMES, INC.	*	
	*	EQUITY # 15,598

* *

ORDER TO DOCKET DEED OF TRUST FORECLOSURE

MR. CLERK:

Please docket this Deed of Trust Foreclosure. Enclosed find certified copy of the Deed of Trust, attached as Exhibit "A" and the Substitution of Trustees as Exhibit "B", which has been recorded among the Land Records of Anne Arundel County in accordance with Paragraph twelve (12) of the attached Deed of Trust. Also enclosed is a statement of Indebtedness as Exhibit "C".

Samuel Schenker

Samuel Schenker
224 Main Street
Annapolis, Maryland
Co. 3-2354

FILED

1963 MAY 13 AM 11:35

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

BOOK 147 PAGE 456

DEED OF TRUST

BOOK 1526 PAGE 146

No. 5598 Equity

Do Not Index as Chattels

THIS DEED OF TRUST is made this 24th day of November 1961, by and between MONOWALL HOMES, INC., a body corporate duly incorporated under the Laws of the State of Maryland, (hereinafter called the "Borrower") and I. F. PERRY and BEN SIMON, Trustees, (hereinafter called the "Trustees").

WHEREAS, H. S. K., INC., a body corporate of the City of Washington in the District of Columbia, (hereinafter called the "Lender") has agreed to make a loan to the Borrower in the amount of Eighteen Thousand Four Hundred ($18,400.00) Dollars, for which sum, with interest on the outstanding balance of the loan at the rate of six per centum (6%) per annum, the Borrower has executed and delivered to the Lender its Deed of Trust Notes (hereinafter called the notes) of even date herewith payable in installments of principal and interest, the entire unpaid balance with interest being due the 24th day of November 1962; and

WHEREAS, it was agreed that the repayment of the said loan with interest, according to the terms of the notes and any extensions or renewals thereof, as well as the performance of the other covenants and conditions herein, should be secured by the execution of this Deed of Trust, which shall also secure payment by the Borrower of all costs and expenses incurred in respect to the said loan, including reasonable counsel fees incurred to obtain collection after default;

NOW, THEREFORE, in consideration of the premises and of one dollar and other good and valuable considerations, receipt whereof is hereby acknowledged, the Borrower hereby grants and conveys unto the Trustees, their successors and assigns, all those lots of ground situate in the Fourth Election District of Anne Arundel County, State of Maryland, being known and designated as lots Numbers 2 and 3, Block "A" as shown on a plat entitled, "Munson Heights", which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 31, page 60.

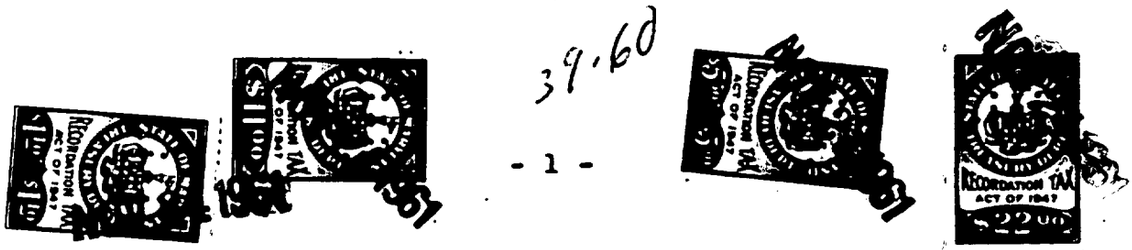
BEING a part of the same property which was conveyed to Monowall Homes, Inc., by Howard F. Wagner, et al, by Deed dated September 8, 1960, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1423, folio 443.

Subject, to the restrictions set forth in Liber G. T. C. No. 1479, folio 540.

TOGETHER with the improvements thereupon and all the rights, easements, profits and appurtenances thereunto belonging, all fixtures and household appliances described above, which shall be deemed fixtures and are a portion of the security hereby transferred.

TO HAVE AND TO HOLD the said lots of ground with improvements and other property and rights described above (all of which is hereinafter called the said property) unto the Trustees, their successors and assigns, in fee simple.

39.60



FILED

1963 MAY 13 AM 11:35

IN TRUST, NEVERTHELESS, to permit the Borrower to have possession of the said property and the rents and profits thereof until default in any of the covenants or conditions of this Deed of Trust and the notes, but not thereafter; and to release and reconvey the said property unto the Borrower, at the Borrower's cost, at any time before the sale hereinafter provided for, upon the full payment of the notes with interest and any other sums owing to the holder of the notes or to the Trustees, including moneys advanced, costs, charges, expenses, commissions and half-commissions;

But upon a default in the payment of any indebtedness hereby secured or in the performance of any of the covenants and conditions of this Deed of Trust and the notes, the Trustees shall have the power and duty to sell, and in case of default of any purchaser to resell, the said property at public auction, either as an entirety or in such separate parcels, on such terms, and after such previous public advertisement, as the Trustees may deem advisable; and to convey said property, upon compliance with the terms of sale, to, and at the cost of the purchaser, who shall not be required to see to the application of the purchase money; and to apply the proceeds of sale as follows: first, to the payment of all expenses incident to said sale, including an attorney's fee in such amount as the court may deem proper and also compensation to the Trustees equal to the commission allowed trustees for making sales of property under decrees of the equity courts having jurisdiction; second, to pay whatever may then remain unpaid of the notes, whether matured or not by the terms thereof, it being agreed that the notes shall become due in full upon said sale being made, and pay all other amounts owing the holders of the notes and the Trustees under the provisions thereof; and third, to pay the balance, if any, to the Borrower or to any person or persons entitled thereto, upon the surrender of the said property to the purchaser, less any expense incurred in obtaining possession.

The Borrower hereby covenants and agrees as follows:

1. To pay the said loan and interest thereupon and to pay, when due, all ground rents, taxes, assessments, public and other dues and charges levied or assessed or which may be levied or assessed on the said property and on the loan and interest, and not to permit any lien or encumbrance on the said property superior to the lien of this Deed of Trust.

2. To keep all buildings subject hereto in good and substantial repair and not to permit or suffer any waste thereof; and not to tear down or materially change, nor to permit to be torn down or materially changed, the improvements on the said property, without the written consent of the holder of the notes.

3. To keep the improvements upon the said property insured from loss by fire, war damage, if available, and such other hazards as may be desired by the holder of the notes, in such insurance companies and in such amounts as may be satisfactory to the holder of the notes, and to cause a New York or standard mortgagee clause satisfactory to the holders of the notes, to be attached to such policies; and to deliver all such policies to the holders of the notes to be kept by it; all payments under the insurance policies shall be made to the sole order of the holders of the notes as its interest may appear, and, at its option, it may apply the proceeds of the insurance to the cost, in whole or in part, of restoring or repairing any damage done by fire, or to payment of the said loan.

4. To comply with all laws, ordinances and regulations affecting said property or its use.

5. To warrant generally the said property and to execute such further assurances thereof as may be requisite.

6. That in the event of any default in any covenant of this Deed of Trust or of the notes, or in the event a receiver or ~~trustee is appointed~~ for the property of the Borrower, or of a major portion of its property, either in bankruptcy or in equity, or in case the Borrower executes a deed of trust of its property for the benefit of creditors, then the whole loan with interest shall, at the option of the holders of the notes, be and become due and payable, and interest shall run from such time at the rate of six per centum (6%) per annum.

7. That immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due and owing by the Borrower to the Trustees, all expenses incident to said advertisement or notice, all court costs, and all expenses incident to the proceedings under this Deed of Trust, and a commission on the total amount of the loan, principal and interest, then due, equal to one-half the percentage allowed as commission on such sum to trustees making sale under orders or decrees of equity courts in Maryland, and the holders of the notes shall not be required to receive the principal and interest only of said loan in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions.

8. That should the Borrower fail or neglect to pay any ground rent, taxes, assessments, public and other dues or charges which may be levied or assessed on the said property or on the loan and interest, when due, or to keep the said property insured, as agreed herein, the holder of the notes may make such payments to insure said property against such loss in such an amount as may be necessary to secure the loan and such sum or sums so paid shall be added to the principal of the loan, interest to run thereon at the rate of six per centum (6%) per annum.

9. That should all or any part of the said property be condemned or taken through eminent domain proceedings, all or such part of any award or proceeds thereof as the holders of the notes in its sole discretion may require, shall be paid to the holders of the notes and applied to the payment of the loan hereby secured.

10. That the holders of the notes may at any time renew them; extend the time for payment of the loan or any part thereof or interest thereon; waive any of the covenants or conditions hereof or in the notes, whether at the request of the Borrower, at the request of any other person having an interest in said property, or otherwise; take or release other security; release any person primarily or secondarily liable; grant extensions, renewals or indulgences in the provisions hereof or in regard to either security; or enforce this Deed of Trust without regard to other security; all without releasing the Borrower from its obligations hereunder and without releasing the right of the Trustees and the holders of the notes to enforce this Deed of Trust in regard to the said property.

11. That upon default in any of the covenants or conditions of this Deed of Trust or the notes, the holders of the notes shall be entitled, without notice to the Borrower, to the immediate appointment of a receiver of the said property to operate the same, without regard to the adequacy thereof as security for the loan, and upon any default, whether or not a receiver be appointed, the rents and profits of the said property are hereby assigned to the holders of the notes as additional security.

4

12. That the holders of the notes shall be entitled to remove, substitute, or add a trustee or trustees, at their option, with or without cause or notice, by instrument duly executed, acknowledged, and recorded among the Land Records of the city or county where this Deed of Trust is recorded.

13. That the rights, powers, privileges and discretions specifically granted to the Trustees and to the holders of the notes under this Deed of Trust are not in limitation of but in addition to those to which they are entitled under any general or local law relating to deeds of trust and mortgages in the State of Maryland, now or hereafter existing.

The covenants, agreements, conditions and limitations of or imposed upon the Borrower herein shall be binding upon its successors and assigns.

The rights, powers, privileges and discretions to which the Trustees and the holders of the notes may be entitled herein shall inure to the benefit of their successors and assigns.

IN WITNESS WHEREOF, the Borrower has duly executed this Deed of Trust the day and year first above written.

Test:

MONOWALL HOMES, INC.

By: Carroll C. Martin
Carroll C. Martin
President

MONOWALL HOMES, INC. MARYLAND

Book 1526 Page 150

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT: BOOK 147 PAGE 460

On this, the 24th day of November 1961, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Carroll C. Martin, President of Monowall Homes, Inc., who acknowledged himself to be the President of Monowall Homes, Inc., a corporation, the within named Borrower, and that he, as such President, being duly authorized to do so, executed the foregoing Deed of Trust for the purposes therein contained.

AS WITNESS my hand and Notarial Seal. 950

Ernest J. Chaffoo
Notary Public

My Commission expires
May 6, 1963

Rec'd for record Nov 24 1961 at 4:41 P.M.
Mailed to Ernest J. Chaffoo

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing.....Deed.....is truly taken and copied from Liber G.T.C.... No....1526... folio 146..... 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..2nd...day of..May..... A. D., 1963..

Louis N. Phipps
Clerk of the Circuit Court for Anne Arundel County

6

BOOK 1651 PAGE 567 BOOK 147 PAGE 461

SUBSTITUTION OF TRUSTEES

No. 15,598 Equity

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Ben Hersh, being the Assignee of the Deed of Trust notes from H.S.K., Inc., which notes were given to H.S. K., Inc., as a result of a Deed of Trust from Monowell Homes, Inc. to I. F. Perry and Ben Simon, Trustees, dated November 24, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1526 folio 146.

THAT in accordance with Paragraph 12 of the aforementioned Deed of Trust, I hereby substitute in place of I. F. Perry and Ben Simon as Trustees of said Trust, the names of G. Gregg Everngam and James F. Tomes.

WITNESS my Hand and Seal this 30th day of April, 1963.

Test:

Betty E. Parks
Betty E. Parks

Ben Hersh (SEAL)
Ben Hersh

STATE OF MARYLAND, COUNTY OF PRINCE GEORGE'S
~~XXXXXXXXXXXXXXXXXXXX~~ SS:

I HEREBY CERTIFY that on this 30th day of April, 1963, before me, the subscriber, a Notary Public in and for the ~~District of Columbia~~ State & County aforesaid personally appeared Ben Hersh, and he did acknowledge the foregoing Substitution of Trustees to be his act.

AS WITNESS my Hand and Notarial Seal.

Betty E. Parks
Notary Public, ~~XXXX~~
Betty E. Parks

BETTY E. PARKS NOTARY PUBLIC PRINCE GEORGES CO.

3.00

Rec'd for record May 4 1963 at 3:25 P.M.
Mailed to Samuel S. Fehn Esq

1963 MAY 13 AM 11:35

7

BOOK 147 PAGE 462

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SITTING AS A COURT OF EQUITY

+

+

+ EQUITY NO. 15,598

+

+

AFFIDAVIT OF INDEBTEDNESS

KNOW ALL PERSONS BY THESE PRESENTS, that before me, a Notary Public in and for the State of Maryland, County of Prince George's, personally appeared Ben Hersh, and made oath in due form of law that he is the present Holder of a Deed of Trust and Note secured from Monowall Homes, Inc., a Maryland Corporation, dated the 24th day of November, 1961, and duly recorded among the Land Records for Anne Arundel County, Maryland, in Liber J.H.H. 1526, folio 146, and that the Deed of Trust Note secured by the said Deed of Trust is in default for non-payment of principal and interest.

There is due and owing under said Deed of Trust Note as of and through date of May 31, 1963, the sum of seventy four hundred ninety four and 02 Cents Dollars ($ 7494.02); this figure representing principal and interest thereon.

Ben Hersh

Ben Hersh, Noteholder

Subscribed and sworn to before me, this 8th day of May, 1963.

Notary Public

G. Gregg Everngam

FILED

1963 MAY 13 AM 11:35

LAW OFFICES
EVERNGAM & TOMES
PERPETUAL BUILDING
8700 GEORGIA AVENUE
SILVER SPRING, MD
JU. 9-5611-12
JU. 9-0551-52

8

Bond No. 53S43086

MORTGAGEES OR TRUSTEES BOND

BOOK 12 PAGE 46 BOOK 147 PAGE 463 No. 15,588 Equity

KNOW ALL MEN BY THESE PRESENTS, THAT we, G. Gregg Everngam and James F. Tomes, Substitute Trustees

as principal, and THE AETNA CASUALTY AND SURETY COMPANY, a body corporate, duly incorporated under the laws of the State of Connecticut, as surety, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of Eight Thousand and no/100- ($ 8,000.00**)Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 14th day of May, in the year of our Lord 1963.

WHEREAS, the above bounden G. Gregg Everngam and James F. Tomes, Substitute Trustees

by virtue of the power contained in a ~~mortgage~~ - deed of trust from Monowall Homes, Inc., a Maryland Corporation to G. Gregg Everngam & James F. Tomes, Substitute Trustees bearing date the 24th day of November, 1961 and recorded among the Land Records of Anne Arundel County in Liber No. JHH1526, Folio 146 and described as: Lot numbered three (3) in Block lettered A, Subdivision known as Munson Heights, Anne Arundel County, Maryland

is about to sell the land and premises described in said ~~mortgage~~ - deed of trust, 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 G. Gregg Everngam and James F. Tomes, Substitute Trustees

do and shall well and truly and faithfully perform the trust reposed in them under the ~~mortgage~~ - deed of trust 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 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 G. Gregg Everngam and James F. Tomes, Substitute Trustees

~~hac~~ - have hereto set their hands and seals and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney-in-fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of

Betty E. Renzi

Betty E. Renzi, as to both

G. Gregg Everngam (SEAL)

G. Gregg Everngam, Trustee

James F. Tomes (SEAL)

James F. Tomes, Trustee

THE AETNA CASUALTY AND SURETY COMPANY

As to Surety

Patricia J. Shiota

Patricia J. Shiota

by

John L. Palmer, Attorney-in-fact

FILED

1963 MAY 13 AM 11:35

Bond approved this 13th day of May, 1963

Louis N. Phipps, Clerk

9

SAMUEL SCHENKER
Attorney
Annapolis, Maryland

Trustee's Sale

of Valuable Improved Real Estate

Located in Munson Heights Subdivision, Fourth Election District, Anne Arundel County, Maryland, improved by premises on New Telegraph Road, being Lot 3, Block "A", Munson Heights.

By virtue of the power and authority contained in a certain Deed of Trust from Monowall Homes, Inc., dated the 24th day of November, 1961, and duly recorded in Liber J.H.H. 1526, folio 146, on the Land Records of Anne Arundel County, Maryland, default having occurred in the covenants of the said Deed of Trust, and at the request of the holder of the note secured thereby, the undersigned Substitute Trustees will offer for sale at public auction in the Anne Arundel County Court House yard, Annapolis, Md., on

Friday, May 31, 1963
At 11:00 A.M.

the property described in said Deed of Trust as follows:

Lot number THREE (3) in Block lettered "A" in a subdivision known as "MUNSON HEIGHTS, as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 31, folio 66.

The property is improved by a one story brick and stucco dwelling containing 5 rooms and bath, located on New Telegraph Road.

TERMS OF SALE

A deposit of $750.00 in cash or by certified check made payable to the undersigned Substitute Trustees, will be required at the time of sale. The balance in cash, with interest at six per cent per annum from the date of sale to the date of settlement shall be payable within ten days after final ratification of sale.

Adjustment on all taxes, public charges and special or regular assessments will be made as of the date of sale and thereafter be assumed by the purchaser. Title examination, conveyancing, State and Federal revenue stamps, transfer tax, and all other costs incident to settlement are to be paid by the purchaser.

Compliance with terms of sale shall be made within ten days after final ratification of sale, or deposit will be forfeited and the property resold at the risk and costs of the defaulting purchaser.

G. Gregg Everngam
James E. Tomes
Substitute Trustees
Perpetual Building
8700 Georgia Avenue
Silver Spring, Maryland

M-30

No. 16

OFFICE OF 15,598

Maryland Gazette

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

BOOK 147 PAGE 464

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1963

We hereby certify, that the annexed Trustee's Sale Monowall Homes, Inc "New Telegraph Road"

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 31st day of May, 1963. The first insertion being made the 9th day of May, 1963.

FILED
1963 MAY 31 PM 12:22

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

BOOK 147 PAGE 465

C. GREGG EVERNGAM, and JAMES F. TOMES, Substitute Trustees	*	IN THE
	*	CIRCUIT COURT
	*	FOR
vs	*	
MONOWALL HOMES, INC.	*	ANNE ARUNDEL COUNTY
	*	NO. 15598

* * * * * * * *

AUCTIONEER'S CERTIFICATE

I hereby certify that on Friday, May 31, 1963, I sold the property known as Lot 3, Block A, Munson Heights, Anne Arundel County, Maryland, as described in the attached advertisement of sale to BEN. HERSH and I further certify that the sale was fairly made, and without collusion.

Robert Campbell
Auctioneer

PURCHASERS AGREEMENT

~~We~~ I hereby certify that BEN HERSH purchased the property known as Lot 3, Block A, Munson Heights, Anne Arundel County, Maryland, as described in the attached advertisement of sale from C. GREGG EVERNGAM + JAMES F. TOMES at and for the sum of $ 5,000.00, and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST:
Samuel Schenker

Ben Hersh

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

FILED
1963 JUN -4 AM 11:21

BOOK 147 PAGE 466

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY MARYLAND
Sitting as a Court of Equity

IN THE MATTER OF THE DEED OF TRUST TO
G. GREGG EVERNGAM, and *
JAMES F. TOMES,
Substitute Trustees *

from * EQUITY NO. 15598

MONOWALL HOMES, INC. *

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND)
) ss:
COUNTY OF ANNE ARUNDEL)

KNOW ALL MEN BY THESE PRESENTS:

That before me, the subscriber, a Notary Public in and for the County and State aforesaid personally appeared Ben Hersh, purchaser in the above mentioned Equity proceedings and did make affidavit and oath, in due form of law, that in pursuance to the Maryland Rules of Procedure, Rule BR 6, subsection b3, that he is not acting as agent for anyone and that there are no other principals interested in the purchase of this property under this Trustees' sale, other than the purchaser set forth herein, and that he does further make affidavit and oath, in due form of law, that he nor any of his agents, servants or employees, have not directly or indirectly discouraged anyone from bidding for the said property contained in Equity proceedings No. 15,598 in the Circuit Court for Anne Arundel County, Maryland.

Ben Hersh
BEN HERSH

WITNESS my hand and notarial seal this 31st day of May 1963.

Bert Schenker
Notary Public

My Commission Expires:
May 3 1965

FILED
1963 JUN -4 AM 11:21

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

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BOOK 147 PAGE 467

C.GREGG EVERNGAM, and JAMES F. TOMES, Substitute Trustees	*	IN THE CIRCUIT COURT FOR
vs	*	
MONOWALL HOMES, INC.	*	ANNE ARUNDEL COUNTY
	*	NO. 15598

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of G. Gregg Everngam and James F. Tomes, Substitute Trustees of the Deed of Trust, in equity No. 15598 have hereby sold the hereinafter described property at a foreclosure, said property being described as Lot 3, Block A, Munson Heights, Fourth Election District, Anne Arundel County, Maryland, the proceeding in said cause mentioned respectfully shows:

That after giving bond with security for the faithful performance, as prescribed by law, and giving notices of the time, place, manner and terms of sale by advertisement in the "Capitol-Gazette", a newspaper published in Anne Arundel County, said advertisement being for more than three weeks before the day of sale, pursuant to said notice, they did attend at the Courthouse door in the City of Annapolis, Maryland on Friday, May 31, 1963 at 11:00 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 these proceedings, to wit:

All that property situated at Anne Arundel County, Maryland and described in said Deed of Trust as follows:

FILED

1963 JUN -4 AM 11:21

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

Lot number THREE (3) in Block lettered "A" in a subdivision known as "MUNSON HEIGHTS", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 31, folio 66.

BEING a part of the same property that was conveyed to the said MONOWALL HOMES, INC. by Howard F. Wagner, et al, by Deed dated September 8, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No.1423, folio 443.

Said property being sold to Ben Hersh for the sum of Five Thousand ($5,000.00) Dollars being at that price then and there the highest bidder therefore. The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer, and report of sale are filed herewith, all of which are respectfully submitted.

And as in duty bound, etc.

G. Gregg Averngam
Substitute Trustee

James F. Tomes
Substitute Trustee

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

14

BOOK 147 PAGE 469

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 31st day of May, 1963, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared C.Gregg Everngam and James F. Tomes, Substitute Trustees of Deed of Trust, in Equity # in the Circuit Court for Anne Arundel County and made oath in due form of law that the matter and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Burke Schenker
Notary Public

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

15

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,598 Equity

C. GREGG EVERNGAM and
JAMES F. TOMES,
SUBSTITUTE TRUSTEES
VERSUS
MONOWALL HOMES, INC.

Ordered, this 4th day of June, 1963, That the sale of the property in these proceedings mentioned made and reported by C. Gregg Everngam and James F. Tomes, Substitute Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of July next.

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

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
Ju-27

FILED
1963 JUL -1 PM 12:30

No. M. G. 29843

16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 470

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 28, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,598

Monowall Homes, Inc. ($5,000.00)

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of July, 1963 The first insertion being made the 6th day of June, 1963

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

ORDER NISI

C. GREGG EVERNGAM AND
JAMES F. TOMES,
SUBSTITUTE TRUSTEES
versus
MONOWALL HOMES, INC.

BOOK 147 PAGE 471
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 15,598 Equity

Ordered, this 4th day of June, 19 63, That the sale of the property in these proceedings mentioned made and reported by C. Gregg Everngam and James F. Tomes, Substitute Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of July next.

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

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Samuel Sahenker, Atty.
(Final Order)

FOR: MARYLAND GAZETTE June 6th Edition

C. GREGG EVERNGAM AND
JAMES F. TOMES
SUBSTITUTE TRUSTEES
versus
MONOWALL HOMES, INC.

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Term, 19

ORDERED BY THE COURT, This 10th day of July, 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~~ the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse
JUDGE.

FILED
1963 JUL 10 AM 10:10

17

BOOK 147 PAGE 472

In the Case of

C. GREGG EVERNGAM and JAMES F. TOMES, Trustees

VS.

MONOWALL HOMES, INC.

In the

Circuit Court

For

Anne Arundel County

No. 15,598 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 JUL 18 PM 2:26 FILED

All of which is respectfully submitted.

July 18, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 5th day of August, 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: C. B. Tolliver, deputy

FILED

1963 AUG -5 PM 3:51

18

Dr. C. GREGG EVERNGAM and JAMES F. TOMES, Trustees, vs. MONOWALL HOMES, INC.

BOOK 147 PAGE 473

In Acct. with C. GREGG EVERNGAM and JAMES F. TOMES, Trustees

					Cr.	
1963						
May	31	Proceeds of Sale	5,000	00	5,000	00
					5,000	00
		To Trustees for commissions, viz:	180	00	180	00
		To Trustees 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 Trustees for expenses, viz:				
		Capital Gazette Press - advertising sale	78	76		
		Capital Gazette Press - Order nisi, sale	15	00		
		Speer Publications - Handbills	18	03		
		Robert H. Campbell - auctioneers fee	60	00		
		Aetna Casualty & Surety Co.-bond premium	32	00		
		1963 County & State taxes, adjusted (213.90) 1/1/63 to 5/31/63 - 150 days	87	91		
		One-half cost documentary stamps	8	25		
		Bert E. Schenker - notary fees	1	00	300	95
		To C. Gregg Everngam & James F. Tomes, Trustees				
		this balance on account of claim filed	4,458	55	4,458	55
					5,000	00
		Amount of Deed of Trust & Indebtedness	7,494	02		
		Interest on principal balance of $7,494.02 from 5/31/62 to 8/4/63 - 65 days @ 6%	80	04		
			8,574	06		
		Cr. - amount allowed above	4,458	55		
		Balance subject to Decree in Personam	4,115	51		

BOOK 147 PAGE 474

In the Matter	:	No. 15,584 Equity
of the Sale	:	In the
of the	:	Circuit Court
Mortgaged Real Estate of	:	for
William Stewart Boteler and	:	Anne Arundel County
Theresa Boteler, divorced	:	
	:	

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

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket suit and file this original mortgage.

George B. Woelfel

George B. Woelfel
Atty. named in mortgage
9-11 School Street
Annapolis, Md.

FILED

1963 MAY -1 PM 12:04

MORTGAGE LEASEHOLD—CITY OR COUNTY—ARTICLE 66 CODE—Form 15

No. 15,584 Equity

BOOK 147 PAGE 475

BOOK 1551 PAGE 194

THIS MORTGAGE, Made this 22nd day of March in the year one thousand nine hundred and Sixty-two, by and between William Stewart Boteler and Theresa Boteler, divorced, Mortgagors, of Anne Arundel County, in the State of Maryland, of the first part, and Nelson S. Phelps and Margaret I. Phelps, his wife, Mortgagees, of the second part

Whereas the said Mortgagees have this day loaned the sum of Five Thousand, Four Hundred Dollars ($5,400) to the said Mortgagors which said sum the said Mortgagors have agreed to repay unto said Mortgagees in monthly installments of Sixty Dollars ($60) on the principal and interest the first of said installments to fall and become due upon the 22nd day of April, 1962 and upon the 22nd day of each and every month thereafter until the full and just sum of $ 5,400 and all accumulated interest at the rate of six percent (6%) per annum has been paid and

Whereas it was a condition precedent to the granting of the aforesaid loan that these presents should be executed.

1100

MAR 23 1963

60117

Now This Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors do grant and assign unto Nelson S. Phelps and Margaret I. Phelps, his wife, their executors, administrators and assigns, all that lot or parcel of ground situate and lying in the Sixth Election District (Annapolis) aforesaid and described as follows, to wit:—Beginning for the same at an iron pipe set on the northerly side of Jackson Street, said pipe being distant north 75° 18' West 130.68 feet from the corner formed by the intersection of the said northerly side of Jackson Street with the westerly side of a thirty foot wide street and running thence from said place of beginning and along the divisional line between Lots Nos. 2 & 3, north 14° 42' east 200.0 feet to an iron pipe there set; thence at right angles to said last mentioned line south 75° 18' east 43.56 feet to an iron pipe set in the divisional line between Lots Nos. 3 & 4; thence at right angles to said last mentioned line and along said divisional line south 14° 42' west 200 feet to an iron pipe set on the said northerly side of Jackson Street; thence along the said northerly side of Jackson Street, north 75° 18' west 43.56 feet to the place of beginning. Containing 8,712 square feet of land and being all of Lot No. 3 as shown on a drawing prepared by Clarence F. Shelley & Company, Surveyors and Civil Engineers, entitled "Plat No. 1--Jackson Street Subdivision, etc." and dated September 16, 1939.

Being the same property which by deed dated December 4, 1939 was granted and conveyed by Annapolis Acres, Inc., a Maryland Corporation, to William Stewart Boteler and Theresa Boteler, his wife, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 212, folio 125.

FILED

1963 MAY -1 PM 12:04

- 2

BOOK 1551 PAGE 195

BOOK 147 PAGE 476

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

To Have and To Hold the said lot or parcel of ground, with the improvements and appurtenances aforesaid, unto the said Mortgagees, their heirs,

executors, administrators and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal thereof from time to time, forever, subject to the payment of the annual rent

Provided, that if the said William Stewart Boteler and Theresa Boteler, Mortgagors,

their heirs, executors, administrators, or assigns, shall well and truly pay or cause to be paid the aforesaid principal sum of Five Thousand, Four Hundred

dollars and all the installments of interest thereon when and as each of them shall respectively be due and payable as aforesaid
and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagees, their personal representatives, or assigns, or George B. Woelfel 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 Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commissions the said Mortgagors for their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or George B. Woelfel 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 heirs, 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 the ground rent aforesaid, and all taxes, assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, and on the mortgage debt and interest, hereby secured; which taxes, ground rent, mortgage debt and interest, public dues, charges and assessments, the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on the hereby mortgaged property to the amount of at least Five Thousand, Four Hundred - - - - - - - - - - - - - - - - - - dollars, and to cause the policy to be effected thereon to be so framed or endorsed as in case of fire, to inure to the benefit of said parties of the second part to the extent of their lien or claim thereunder.

Witness— the hands and seals of the said Mortgagors.

TEST:

Mary M. Hoff
Mary M. Hoff

William Stewart Boteler [SEAL]
William Stewart Boteler

Theresa Boteler [SEAL]
Theresa Boteler

[SEAL]

[SEAL]

BOOK 1551 PAGE 197

State of Maryland, Anne Arundel County ss:

I Hereby Certify, that on this 22nd day of March 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 William Stewart Boteler & Theresa Boteler the Mortgagors named in the foregoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Nelson S. Phelps and Margaret I. Phelps, 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 seal notarial.

800

Mary M. Hoff
Mary M. Hoff—Notary Public

Rec'd for record Mar. 23 1962 at 3:04 P.M.
Mailed to Nelson S. Phelps c/o George B. Woelfel

4

In the Matter	No. 15584	Equity
of the Sale		in the
of the		Circuit Court
Mortgaged Real Estate of		for
William Stewart Boteler and Theresa Boteler, divorced.		Anne Arundel County

: : : : : : : : : : :

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of Nelson S. Phelps and Margaret I. Phelps, his wife, under the mortgage to them from William Stewart Boteler and Theresa Boteler, divorced, dated March 22nd, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1551, folio 194.

Amount of principal	$5130.80
Interest from August 22nd, 1962, to May 22nd, 1963	230.89
	$5361.69
Less amount paid on account of interest	66.15
	$5295.54

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this first day of May, 1963, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Margaret I. Phelps, one of the mortgagees, and made oath in due form of law, that the foregoing is a true statement of the amount remaining due them on their mortgage claim described therein, and that they have not received any security or satisfaction therefor, other than the mortgage referred to in said statement.

Witness my hand and seal Notarial.

Mary M. Adolf
Notary Public

FILED

1963 MAY -1 PM 12:04

5

BOOK 12 PAGE 52

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

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

BOOK 147 PAGE 479

Bond No. 421547

Equity #15,584

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel 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 Six Thousand and 00/100 ($6,000.00) 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 16th day of May 19 63 .

WHEREAS BY VIRTUE OF A POWER OF SALE contained in a Mortgage from William Stewart Boteler and Theresa K. Boteler, his wife bearing date on or about the 22nd day of March , 19 62 , the said George B. Woelfel 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 George B. Woelfel 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

George B. Woelfel (SEAL)
George B. Woelfel PRINCIPAL

WITNESS:
Ethel M. Carle

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

Bond approved this 17th day of May, 1963
Louis N. Phipps, Clerk

FILED SURETY

1963 MAY 17 PM 1:25

BOOK 12 PAGE 60

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

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

BOOK 147 PAGE 480

Equity #15,584

Bond No. 421563

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel, 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 One Thousand Two Hundred Dollars ($1,200.00), 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 23rd day of May, 1963.

WHEREAS, by virtue of a power of sale contained in a mortgage from William Stewart Boteler and Theresa K. Boteler, the said George B. Woelfel, as Attorney named in Mortgage, was authorized and empowered to make sale of the property described in the said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part. AND WHEREAS default occurred in the payment of the principal and interest aforesaid, and the said George B. Woelfel, as Attorney named in said Mortgage has executed said power and made sale of the property described in said proceedings.

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 said Principal shall faithfully perform and execute the trust reposed in him or to be reposed in him by any future order in the premises, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

George B. Woelfel (SEAL)
George B. Woelfel PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

Ethel M. Carle

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

SURETY

Bond approved this 23rd day of May, 1963

Louis N. Phipps, Clerk

FILED
1963 MAY 23 PM 3:08

BOOK 147 PAGE 481

In the Matter of the Sale of the Mortgaged Real Estate of William Stewart Boteler and Theresa Boteler, his wife	:	No. 15,584 Equity In the Circuit Court for Anne Arundel County

: : : : : : : : :

Public Sale
Of Valuable Real Estate

NO. 1004 JACKSON STREET

Under and by virtue of the power of sale contained in a mortgage dated March 22nd, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1551, folio 194, the undersigned, attorney named in the mortgage, to foreclose in event of default and default having occurred, will offer for sale at public auction at the Court House Door in the City of Annapolis, on

May 23, 1963
at 9:30 A.M. DST

All that lot or parcel of ground located on the north side of Jackson Street having a frontage of 43.56 feet on Jackson Street with an even depth of 200 feet. Being the same parcel of land conveyed by Annapolis Acres, Inc., to William Stewart Boteler and Theresa Boteler, his wife, by deed dated December 4th, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 212, folio 125.

IMPROVEMENTS: This lot is improved by a modern green shingled bungalow containing 2 bedrooms, living room, kitchen and bath. Gas heat on first floor, the second floor being unfinished.

TERMS OF SALE: A deposit of $500 will be required of the purchaser upon the day of sale, balance to be paid in cash upon the ratification of the sale. Deferred payment to bear interest at 6 percent from the day of sale or all cash at the option of the purchaser.

For further particulars, apply
GEORGE B. WOELFEL
Atty. named in mortgage
M-22

AUCTIONEER'S CERTIFICATE

I hereby certify that I sold the within described property unto Frederick L. Goddard and Dorothy R. Goddard his wife at and for the sum of Seventy-two Hundred ($7,200) Dollars, they being at that figure the highest bidder therefor.

Witness my hand and seal placed hereon this 23rd day of May, 1963.

Witness:

George B. Woelfel

Paul V. Gemmill (Seal)
Auctioneer

We hereby certify that upon this 23rd day of May, 1963, we purchased the within described property at and for the sum of Seventy-two hundred Dollars and we do hereby agree to comply with the terms of said sale.

Witness our hand and seal placed hereon the day and year first above written.

Witness:

George B. Woelfel

Frederick L. Goddard (Seal)
Dorothy R. Goddard (Seal)
by Frederick L. Goddard

FILED

1963 MAY 23 PM 3:08

8

In the Matter of the	:	No. 15,584 Equity
Sale of the	:	In the
Mortgaged Real Estate of	:	Circuit Court
William Stewart Boteler and	:	for
Theresa Boteler, his wife	:	Anne Arundel County

: : : : : : : : :

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of George B. Woelfel, Attorney named in the mortgage from William Stewart Boteler and Theresa Boteler, his wife, dated March 22nd, 1962, and recorded among the Land Records of Anne Arundel County in G.T.C. No. 1551, folio 194, to make sale in event of default and default having occurred, respectfully shows:

That after giving bond with security for the faithful oerformance of his trust, and after having complied with all the other prerequisites, as required by law and the said mortgage prescribed, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Evening Capital, a daily newspaper printed and published in the City of Annapolis, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House door in the said City, on the 23rd day of May, 1963, at 9:30 o'clock A.M., DST, and then and there proceeded to sell said property in manner following, that is to say:

Your Attorney named in the mortgage offered at public sale to the highest bidder the property mentioned in said mortgage, lying, being and situate on the north side of Jackson Street having a frontage of 43.56 feet on Jackson Street with an even depth of 200 feet. Being the same property which was conveyed by Annapolis Acres, Inc., to William Stewart Boteler and Theresa Boteler, his wife, by deed dated December 4th, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 212, folio 125.

And your Attorney named in the mortgage sold the above described

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1963 MAY 23 PM 3:08

property to Frederick L. Goddard and Dorothy R. Goddard, his wife, at and for the sum of Seventy-two hundred dollars ($7200.00), they being at that sum the highest bidders therefor, the terms of said sale being a deposit of Five Hundred ($500.00) Dollars, balance to be paid in cash upon ratification of the sale.

Respectfully submitted,

George B. Woelfel
Atty. named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 23rd day of May, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Attorney named in the mortgage and in the report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Mary M. [illegible]
Notary Public

ORDER NISI

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF WILLIAM STEWART BOTELER AND THERESA BOTELER, HIS WIFE ~~XXXXXX~~

BOOK 147 PAGE 484

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,584 Equity

Ordered, this 23rd day of May, 19 63, That the sale of the property in these proceedings mentioned made and reported by George B. Woelfel, Attorney named in the Mortgage

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 $ 7,200.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

George B. Woelfel, Atty. FOR: EVENING CAPITAL May 25th Edition

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF WILLIAM STEWART BOTELER AND THERESA BOTELER, HIS WIFE ~~XXXXXX~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th 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.

Matthew S. Evans
JUDGE.

FILED

1963 JUN 28 PM 3:11

Public Sale

Of Valuable Real Estate

NO. 1004 JACKSON STREET

Under and by virtue of the power of sale contained in a mortgage dated March 22nd, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1551, folio 194, the undersigned, attorney named in the mortgage, to foreclose in event of default and default having occurred, will offer for sale at public auction at the Court House Door in the City of Annapolis, on

May 23, 1963
at 9:30 A.M. DST

All that lot or parcel of ground located on the north side of Jackson Street having a frontage of 43.56 feet on Jackson Street with an even depth of 200 feet. Being the same parcel of land conveyed by Annapolis Acres, Inc., to Wolliam Stewart Boteler and Theresa Boteler, his wife, by deed dated December 4th, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 212, folio 125.

IMPROVEMENTS: This lot is improved by a modern green shingled bungalow containing 2 bedrooms, living room, kitchen and bath. Gas heat on first floor, the second floor being unfinished.

TERMS OF SALE: A deposit of $500 will be required of the purchaser upon the day of sale, balance to be paid in cash upon the ratification of the sale. Deferred payment to bear interest at 6 percent from the day of sale or all cash at the option of the purchaser.

For further particulars, apply
GEORGE B. WOELFEL
Atty. named in mortgage
M-22

No. E. C. 29714

OFFICE OF 15,584

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 485

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 23, 1963

We hereby certify, that the annexed Public Sale No. 1004 Jackson Street

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 23rd day of May, 1963. The first insertion being made the 1st day of May, 1963.

FILED
1963 MAY 23 PM 4:11

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,584 Equity

In the Matter of the Sale of the Mortgaged Real Estate of

WILLIAM STEWART BOTELER and THERESA BOTELER, his wife

Ordered ,this 23rd day of May, 1963, That the sale of the property in these proceedings mentioned made and reported by George B. Woelfel, Attorney named in the Mortgage 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 $7,200.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

Ju-15

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 486

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 18, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,584

William Stewart Boteler

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, 1963. The first insertion being made the 25th day of May, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

JUN 19 PM 1:12

No. E. C. 29977 1963

13

BOOK 147 PAGE 487

In the Matter of the	:	No. 15,584 Equity
Sale of the Mortgaged	:	In the
Real Estate of Wm.	:	Circuit Court
Stewart Boteler and	:	for
Theresa Boteler, his wife	:	Anne Arundel County
	:	

: : : : : : : : :

PURCHASERS' AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 25th day of June, 1963, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Frederick Louis Goddard and Dorothy Rose Goddard, his wife, purchasers at the foreclosure sale in this cause and made oath in due form of law that they are the purchasers and purchased same as principals and not as agents for anyone and that they have not directly or indirectly discouraged anyone from bidding for the said real estate mentioned in the said report of sale.

Frederick Louis Goddard

Dorothy Rose Goddard
Purchasers

Witness my hand and seal Notarial.

Mary M. Duff
Notary Public

FILED

1963 JUN 25 PM 4:07

14

BOOK 147 PAGE 488

In the Case of

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF WILLIAM STEWART BOTELER and THERESA BOTELER, Divorced

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,584 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.

July 19, 1963

John H. Hopkins, IV, Auditor.

1963 JUL 19 AM 10:29 FILED

FINAL ORDER

ORDERED BY THE COURT, this 6th day of August, 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. B. Tolliver, deputy

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1963 AUG -6 AM 9:20

15

Dr. IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF WILLIAM STEWART BOTELER and THERESA BOTELER, Divorced

BOOK 147 PAGE 489

In Acct. with GEORGE B. WOELFEL, Attorney named in Mortgage

					Cr.	
1963						
May	23	Proceeds of Sale	7,200	00		
		Interest on deferred payment of $6,700.00				
		from 5/23/63 to 7/10/63	52	48	7,252	48
					7,252	48
		To Attorney for fee, viz:	100	00		
		To Attorney for commissions, viz:	247	57	347	57
		To Attorney for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court costs	31	00		
		Auditor - stating this account	25	00	66	00
		To Attorney for expenses, viz:				
		Capital Gazette Press - advertising sale	49	00		
		Capital Gazette Press - Order nisi, sale	15	00		
		Robert H. Campbell - auctioneer fee	50	00		
		Globe Indemnity Co. - Bond premium	28	80		
		Monarch Ins. Co. - Fire Insurance premium	12	18		
		One-half cost documentary stamps	12	38		
		Annapolis Water Co.-water rent to 7/10/63	11	59		
		1963 State & County taxes - adjusted 1/1/63 to 7/10/63 - 6 months, 10 days	49	30		
		1962 City of Annapolis taxes	53	22		
		1963 City of Annapolis taxes, adjusted 7/1/63 to 7/10/63	1	70		
		Mary M. Hoff - notary fees	1	50	284	67
		To Nelson S. Phelps and Margaret I. Phelps				
		mortgage claim in full	5,295	54		
		Interest on Principal debt of $5,130.80 from 5/22/63 to 8/5/63 - 75 days @ 6%	63	42	5,358	96

		To William Stewart Boteler				
		One-half surplus of $1,195.28	597	64	597	64
		To Theresa Boteler				
		One-half surplus of $1,195.28	597	64	597	64
					7,252	48

PETITION FOR FORECLOSURE

J. S. GLEASON, JR., Administrator of Veterans Affairs

VS.

WILLIAM R. LULL and DOROTHY A. LULL, his wife
4305 Elizabeth Avenue
Pasadena, Maryland

BOOK 147 PAGE 491
IN THE

CIRCUIT COURT

~~OF~~
FOR
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 15,575 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s

That on the 13th day of October A. D. 1961 the defendant executed and delivered to J. S. Gleason, Jr., the Administrator of Veterans Affairs a mortgage upon certain fee simple property in the City of Baltimore, therein described, to secure the payment of the mortgage debt of $ 14,150.00 and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition. Default has now occurred thereunder.

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

And as in duty, &c.

GRAFTON LEE BROWN, JR.
1 Central Avenue, S. W.
Glen Burnie, Maryland
Attorney for Plaintiff

FILED
1963 APR 26 PM 2:17

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

MARYLAND

BOOK 1528 PAGE 391 BOOK 147 PAGE 492

MORTGAGE

No. 15,575 Equity

THIS MORTGAGE, made this 13th day of October, A. D. 19 61, by and between WILLIAM R. LULL and DOROTHY A. LULL, his wife

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

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee,~~* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of FOURTEEN THOUSAND ONE HUNDRED FIFTY and 00/100 - - Dollars ($ 14,150.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one half per centum (5½ %) per annum until paid, principal and interest being payable at the office of Veterans Administration - Regional Office, in Baltimore 2, 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 and 35/100 - - Dollars ($ 80.35), commencing on the 13th day of November, 1961, and continuing on the 13th 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 13th day of October, 1991. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less. Any prepayment made on other than an installment due date will not be credited until the next following installment due date.

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

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

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

BEING known and designated as Lot No. 3, Block G, as shown on plat entitled "Blossom Hills, Section 1 Amended and Section 2" dated May, 1955, by James D. Hicks & Associates, Registered Surveyors, located in Third Election District, and recorded among the Plat Records of Anne Arundel County in Plat Book 28 folio 37.

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

FILED

1963 APR 26 PM 2:17

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

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

ONE GENERAL ELECTRIC AUTOMATIC WASHER MODEL NO. WA 450 V SERIAL NO. VV 107384

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

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~~ 13th day of each month until the said note is fully paid the following sums:

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

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

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

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding ~~four~~ Five & one half per centum (5½%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

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

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

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

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

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

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

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

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

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

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

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act of 1944, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act and Regulations are hereby amended to conform thereto.

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

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

Witness:

GRAFTON LEE BROWN, JR.

William R. Lull [SEAL]
WILLIAM R. LULL

[SEAL]

Dorothy A. Lull [SEAL]
DOROTHY A. LULL

[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit: BOOK 1528 PAGE 395

I HEREBY CERTIFY, That on this 13th day of October, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM R. LULL and DOROTHY A. LULL, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared FRANK C. McHENRY, Loan Guaranty Officer, the agent of the within ~~body corporate~~ Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

ANNE ARUNDEL CO. MD. GRAFTON LEE BROWN, JR. NOTARY PUBLIC

GRAFTON LEE BROWN, JR. *Notary Public.*
My commission expires 5/6/63

Rec'd for record Dec. 5, 1961 at 2:49 P.M.
Mailed to Chief Attorney, Veterans Administration

STATE OF MARYLAND

Mortgage

FROM

WILLIAM R. LULL and
DOROTHY A. LULL, his wife
TO
J. S. GLEASON, JR.
ADMINISTRATOR OF VETERANS AFFAIRS

Received for Record Dec 5 1961 at 2:49 o'clock P. M.
Same day recorded in Liber 1528 Folio 391 &c.,
No. 147 one of the Land Records of ANNE ARUNDEL COUNTY
examined per REC'D FOR RECORD AND RECORDED IN LIBER 1528 FOLIO 391 ANNE ARUNDEL COUNTY, MD. DEC 5 1961 PM
Cost of Record, $2.00
Clerk.
By RECORDED IN LIBER 1528 FOLIO 391 ANNE ARUNDEL COUNTY, MD. DEC 5 1961 PM
JAMES H. CAWELL, CLERK

CHIEF ATTORNEY
VETERANS ADMINISTRATION
CALVERT BUILDING
BALTIMORE 2, MARYLAND

GOVERNMENT PRINTING OFFICE: 1957—O-427739

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

BOOK 147 PAGE 496

IN THE

CIRCUIT COURT

FOR

~~CITY~~

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 15,575 Equity

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

J. S. GLEASON, JR., Administrator of Veterans Affairs

vs.

WILLIAM R. LULL and DOROTHY A. LULL, his wife
4305 Elizabeth Avenue
Pasadena, Maryland

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 Cecil F. Downes, Chief, Loan Service and Claims Section

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

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

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

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

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

C. F. Downes
Affiant.

Subscribed and sworn to before me this 24th day of April 19 63

Milton M. Hackerman
Notary Public
MILTON M. HACKERMAN
My commission expires: 5/6/63

MILTON M. HACKERMAN NOTARY PUBLIC BALTIMORE CO., MD.

FILED
1963 APR 26 PM 2:17

6

STATEMENT OF MORTGAGE CLAIM

BOOK 147 PAGE 497

J. S. GLEASON, JR., Administrator of Veterans Affairs

vs.

WILLIAM R. ULL and DOROTHY A. ULL, his wife
4305 Elizabeth Avenue
~~Pasadena, Maryland~~

IN THE

CIRCUIT COURT

FOR
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 15,575 Equity

STATEMENT OF MORTGAGE DEBT

Original loan amount		$14,150.00
Amount paid on principal		62.42
Principal balance		14,087.58
T & I account - credit balance		193.03
Balance		13,894.55 ✓
Accrued interest to	4-13-63	488.33
Total principal and interest to	4-13-63	14,382.88

Interest accrues @ 5-½% per annum from 4/14/63 on $14,087.58 ✓

Daily Interest Accrual 2.1523

FILED
1963 APR 26 PM 2:17

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

I HEREBY CERTIFY, That on this 24th day of April in the year nineteen hundred and sixty-three, before me, a Notary Public of the State of Maryland, in and for said ~~City~~ County of Baltimore, personally appeared Cecil F. Downes, Chief, Loan Service and Claims Section, agent for

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

As witness my hand and Notarial Seal,

My commission expires:
5/6/63

Milton M. Hackerman
MILTON M. HACKERMAN *Notary Public.*

7

DECREE FOR SALE OF MORTGAGE PREMISES

BOOK 147 PAGE 498

J. S. GLEASON, JR., Administrator of Veterans Affairs

vs.

WILLIAM R. LULL and DOROTHY A. LULL, his wife
4305 Elizabeth Avenue
Pasadena, Maryland

IN THE

CIRCUIT COURT

~~OR~~
FOR
~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY

No. 15,525 Equity

.....TERM, 19..

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

It, is, Thereupon, This 29th day of April, 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 mortgage filed for the forfeiture of said mortgage; that ~~XXX~~ Grafton Lee Brown, Jr. be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of th e 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 $14,150.00 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 $500.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of 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 h trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

O. Brown Cockey

Judge

FILED

1963 APR 29 AM 11:47

BOND NO. 77 16 162

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

BOOK 12 PAGE 40

BOOK 147 PAGE 499 No. 15,575 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Grafton Lee Brown, Jr., 1 Central Avenue, S. W., Glen Burnie, Md. and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fourteen Thousand One Hundred Fifty and 00/100 ($14,150.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of May in the year of our Lord one thousand nine hundred and Sixty-three

WHEREAS, the above bounden Grafton Lee Brown, Jr. by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of J. S. Gleason, Jr., Administrator of Veterans Affairs

vs:

William R. Lull and Dorothy A. Lull, h/w

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Grafton Lee Brown, Jr.

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

Signed, sealed and delivered in the presence of:

Patricia B. Collier

Patricia B. Collier

Grafton Lee Brown, Jr. (SEAL)

(SEAL)

WITNESS:

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By James R. Cole
James R. Cole *Attorney-in-Fact*

FIDELITY AND DEPOSIT CO. OF MARYLAND 1890

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

FILED

1963 MAY -7 AM 10:14

Bond approved this 7th day of May 1963

Louis N. Phipps, Clerk

GRAFTON LEE BROWN, Jr.,
Solicitor
One Central Ave. S.W.
Glen Burnie, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

KNOWN AS
4305 ELIZABETH AVENUE
PASADENA, MARYLAND

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered (Equity No. 15,575) J. S. Gleason, Jr. Administrator of Veterans Affairs vs. William R. Lull and Dorothy A. Lull, his wife, the undersigned Trustee will sell at Public Auction on the premises the fee simple property below described on

Mon., June 3, 1963
11:00 o'clock A.M.
(D.S.T.)

ALL that parcel of land situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING known and designated as Lot No. 3, Block G, as shown on plat entitled "Blossom Hills, Section 1 Amended and Section 2" dated May, 1955, by James D. Hicks & Associates, Registered Surveyors, located in Third Election District, and recorded among the Plat Records of Anne Arundel County in Plat Book 28 folio 37. In fee simple.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or any wise appertaining. Improved by a one story frame ranch type dwelling, five rooms, bath and no basement.

No. 10

Taxes, Anne Arundel County Sanitary Charges, and other liens and charges to be adjusted to the date of sale.

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

GRAFTON LEE BROWN, Jr.
Trustee
E. T. NEWELL & CO., INC.
PL. 2-3580 M-30

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 500

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1963

We hereby certify, that the annexed

Trustee's Sale

Eq. 15,575

William R. Lull

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 9th day of May, 1963.

FILED
1963
63 MAY 31 PM 12:22

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghmans

Grafton Lee Brown, Jr., Solicitor
One Central Avenue, S.W.
Glen Burnie, Maryland

BOOK 147 PAGE 501

TRUSTEE'S SALE

OF VALUABLE

Fee Simple Property

known as
4305 ELIZABETH AVENUE
PASADENA, MARYLAND

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered (Equity No. 15,575) J. S. Gleason, Jr. Administrator of Veterans Affairs vs. William R. Lull and Dorothy A. Lull, his wife, the undersigned Trustee will sell at Public Auction on the premises the fee simple property below described on

MONDAY, JUNE 3rd, 1963

AT 11:00 O'CLOCK A.M. (DST)

All that parcel of land situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING known and designated as Lot No. 3, Block G, as shown on plat entitled "Blossom Hills, Section 1 Amended and Section 2" dated May, 1955, by James D. Hicks & Associates, Registered Surveyors, located in Third Election District, and recorded among the Plat Records of Anne Arundel County in Plat Book 28 folio 37. In fee simple.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or any wise appertaining. Improved by a one story frame ranch type dwelling, five rooms, bath and no basement.

Taxes, Anne Arundel County Sanitary Charges, and other liens and charges to be adjusted to the date of sale.

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

E. T. Newell & Co., Inc.
PL. 2-3580

GRAFTON LEE BROWN, JR.
Trustee

FILED
1963 JUN -6 PM 2:46

I HEREBY CERTIFY, That the Administrator of Veterans Affairs did this 3rd day of June, 1963, purchase the within described property from Grafton Lee Brown, Jr., Trustee, at and for the sum of Thirteen thousand four hundred dollars ($13,400.00), and I hereby agree to comply with the terms of sale as said forth on the reverse side hereof, and I further certify that this sale was fairly made.

Administrator Of Veterans Affairs
C. McQuade

C. McQuade for
Administrator of Veterans Affairs

I HEREBY CERTIFY, That I did sell at Public Auction on Monday, June 3, 1963, at 11:00 a.m. , the property described on the reverse side of this handbill belonging to William R. Lull and Dorothy A. Lull, his wife, at and for the sum of Thirteen thousand four hundred dollars , the successful bidder being the Administrator of Veterans Affairs, and the sale was fairly made.

E. T. NEWELL & CO., INC.

By: John M. Miller, Jr.
John M. Miller, Jr.

BOOK 147 PAGE 503

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 3rd day of June, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared C. McQuade FOR ADMINISTRATOR OF VETERANS AFFAIRS, purchaser at the foreclosure sale in this cause, and made oath in due form of law (~~that he is the purchaser and purchased the same as principal and not as agent for anyone~~) (that he is the agent for the purchaser, Admr. of Veterans Affairs,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Administrator Of Veterans Affairs

BY: C. McQuade (SEAL)
Purchaser

JOHN M. MILLER, JR. NOTARY PUBLIC BALTIMORE

John M. Miller Jr.
Notary Public

FILED
1963 JUN -6 PM 2:46

13

REPORT OF SALE

J. S. GLEASON, JR., Administrator of Veterans Affairs

vs.

WILLIAM R. HULL and DOROTHY A. HULL, his wife
4305 Elizabeth Avenue
Pasadena, Maryland

IN THE

CIRCUIT COURT
BOOK 147 PAGE 504
~~OF~~
FOR

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
Equity No. 15,575

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

The Report of Sale of Grafton Lee Brown, Jr.

Trustee appointed by the decree in the above entitled cause, to make sale of the fee simple property known as 4305 Elizabeth Avenue, Pasadena, Md.

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

The Maryland Gazette

weekly ~~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 Monday the 3rd day of June 1963 at 11;00 o'clock A.M. attend on the premises and then and there sold

the fee simple property known as 4305 Elizabeth Avenue, Pasadena, Maryland and described in the attached advertisement of sale to the Administrator of Veterans Affairs at and for the sum of Thirteen thousand four hundred dollars ($13,400.00) , cash upon ratification of sale, the said Administrator of Veterans Affairs, being the highest bidder therefor.

Grafton Lee Brown, Jr., Trustee

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

I HEREBY CERTIFY, That on this 3rd day of June 1963 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of ~~Baltimore~~ aforesaid, personally appeared Grafton Lee Brown, Jr., Trustee

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.

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1963 JUN -6 PM 2:46

As witness my hand and Notarial Seal,

Patricia B. Collier
Notary Public.

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GRAFTON LEE BROWN, Jr.,
Solicitor
One Central Avenue, S.W.
Glen Burnie, Maryland

Trustee's Sale OF VALUABLE FEE SIMPLE PROPERTY

KNOWN AS
4305 ELIZABETH AVENUE
PASADENA, MARYLAND

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered (Equity No. 15,575) J. S. Gleason, Jr. Administrator of Veterans Affairs vs. William R. Lull and Dorothy A. Lull, his wife, the undersigned Trustee will sell at Public Auction on the premises the fee simple property below described on

Mon., June 3, 1963
11:00 o'clock A.M.
(D.S.T.)

ALL that parcel of land situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING known and designated as Lot No. 3, Block G, as shown on plat entitled "Blossom Hills, Section 1 Amended and Section 2" dated May, 1955, by James D. Hicks & Associates, Registered Surveyors, located in Third Election District, and recorded among the Plat Records of Anne Arundel County in Plat Book 28 folio 37. In fee simple.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or any wise appertaining. Improved by a one story frame ranch type dwelling, five rooms, bath and no basement.

Taxes, Anne Arundel County Sanitary Charges, and other liens and charges to be adjusted to the date of sale.

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

GRAFTON LEE BROWN, Jr.
Trustee

E. T. NEWELL & CO., INC.
PL 2-3580 M-30

ORDER NISI

J. S. GLEASON, JR., Administrator
of Veterans Affairs

versus

WILLIAM R. LULL and
DOROTHY A. LULL, his wife

BOOK 147 PAGE 506
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 15,575 Equity

Ordered, this 6th day of June, 1963, That the sale of the property in these proceedings mentioned made and reported by Grafton Lee Brown, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of July next.

The report states that the amount of sale was $ 13,400.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Grafton Lee Brown, Atty.
(Final Order)

Maryland Gazette (for June 13 edition)

J. S. GLEASON, JR., Administrator
of Veterans Affairs

versus

WILLIAM R. LULL and
DOROTHY A. LULL, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of July, 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 JUL 16 PM 2:36

15.

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No 15,575 Equity

J S GLEASON, JR, Administrator of Veterans Affairs

versus

WILLIAM R LULL and
DOROTHY A LULL, his wife

Ordered, this 6th day of June, 1963, That the sale of the property in these proceedings mentioned made and reported by Grafton Lee Brown, Jr, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of July next.

The report states that the amount of sale was $13,40000

LOUIS N PHIPPS, Clerk
True Copy, TEST:

LOUIS N PHIPPS, Clerk

Jy-2

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 507

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 12, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,575

William R. Lull

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 July, 1963. The first insertion being made the 13th day of June, 1963.

FILED
JUL 12 PM 3:42

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghmans

No. M. G. 5152 1963

BOOK 147 PAGE 508

In the Case of

J. S. GLEASON, JR., ADMINISTRATOR OF VETERAN'S AFFAIRS

VS.

WILLIAM R. LULL and DOROTHY A. LULL, His Wife

In the

Circuit Court

For

Anne Arundel County

No. 15,575 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 JUL 29 PM 12:09

All of which is respectfully submitted.

Auditor.

July 29, 1963

FINAL ORDER

ORDERED BY THE COURT, this 14th day of August, 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. B. Tolliver, deputy

FILED

1963 AUG 14 PM 1:17

16A

17

Dr. Mortgaged Real Estate of William R. Lull and Dorothy A. Lull, his wife

BOOK 147 PAGE 509

In Acct. with Grafton Lee Brown, Jr., Trustee

				Cr.
By	Amount of Sale, as per Trustee's Report of Sale filed		13400 00	
By	Interest, 6%, on deferred payment, $13,400.00 from 6/3/63 to 7/17/63.		98 26	
				13498 26
To	Trustee, for fee and commissions, viz	175 00		
			175 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	81 52		
	Speer Publications, Inc. -- hand bills	17 00		
	Fidelity & Deposit Co. of Maryland--bond	56 60		
	E. T. Newell & Co., Inc.--Auctioneer's fee	30 00		
	½ Federal Revenue stamps	7 43		
	Adjustment, 1963 real estate taxes, 1/1/63 to 6/3/63.	112 42		
			304 97	
To	J. S. Gleason, Jr., Administrator of Veterans Affairs, Mortgagor, on account of mortgage claim		12957 79	
				13498 26
	Balance due on mortgage, as per mortgage claim filed	14382 88		
	Interest, 5½%, on principal balance, $13,894.55, from 4/14/63 to 8/15/63	258 97		
		14641 85		
	Credit amount allowed above, the amount	12957 79		
	subject to decree in personam	1684 06		

GEORGE T. BURROUGHS
ATTORNEY AT LAW
4016 MAIN STREET
UPPER MARLBORO, MD.
MARKET 7-3339

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

LORRAINE REED
Route #1 - Box #50
Rex, Georgia , Complainant

vs.

NORMAN M. REED, III (Minor) and
FLORENCE VALE REED (Minor)
c/o: Helen Reed, mother & next friend
5504 Newton Street
Apartment 12
Cheverly, Maryland

Defendants

Equity No. B-15,017

and-

GEORGE P. TYLER and
IDA A. TYLER, his wife
Mayfield Road - Box 293
Odenton, Maryland

Defendants

Defendants

BILL OF COMPLAINT FOR RATIFICATION OF INFANT'S CONTRACT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators complaining respectfully represent to the Court:

1. That Norman M. Reed, Jr. died intestate on the 18th day of December, 1960, leaving as his sole and only heirs at law and next of kin, the following persons: Lorraine L. Reed, Widow; Norman M. Reed, III (Minor), Son; and Florence Vale Reed (Minor), Daughter; and that the decedent owned at the time of his death a lot improved by a dwelling, as follows:

Lot 2, as per plat of "Bartges Manor" (Liber J.H.H. 583, at Folio 34), containing one-half (1/2) Acre, more or less,

A Certified Copy of the Deed conveying the above described property is filed herewith as Plaintiff's Exhibit "A".

2. That Administration was taken out on his Estate, being Administration No. 13,612 in the Orphan's Court for Prince George's County, Maryland; and that said Estate has been closed.

3. That title to the aforesaid property is vested in Lorraine L. Reed, Widow, Norman M. Reed, III, minor, and Florence Vale Reed, minor.

4. That the party Plaintiffs have entered into a Contract Of Sale to sell the aforesaid real estate to George P. Tyler and Ida A. Tyler, his wife, in and for the sum of Seven Thousand and 00/100 Dollars; and that a deposit in the sum of Two Hundred and 00/100 Dollars ($200.00) has been made, subject to ratification by this Court. A copy of said Contract of Sale is attached hereto, to be read and considered as a part of this Bill of Complaint, as Plaintiff's Exhibit "B".

1962 MAY 28 AM 11:08

GEORGE T. BURROUGHS
ATTORNEY AT LAW
4018 MAIN STREET
UPPER MARLBORO, MD.
MARKET 7-3339

5. That the aforesaid parcel of land described in the Contract Of Sale is not susceptible to partition in kind without loss or injury to the parties in interest. That it is necessary that the property be sold for the division of the proceeds and it is to the best interest and advantage to the said infants and adult, Lorraine L. Reed, that the property be sold and the proceeds, therefrom, divided among those entitled thereto.

TO THE END THEREFORE:

(a) That a Decree be passed herein directing that the said land and improvements be sold and ratified, confirming the Contract Of Sale set forth in this Bill of Complaint; and

(b) That a Trustee or Trustees be appointed to convey the land and premises; and **as well a Guardian at Litem for Infants named herein, after service on them .**

(c) For such other and further relief, as the nature of the case may require.

MAY IT PLEASE YOUR HONORS to grant unto your Orators a Writ of Subpoena directed to the said George P. Tyler and Ida A. Tyler, his wife, warning them to be and appear in this Court in person or by solicitor on some certain day to be named therein to show cause, if any they have, why a Decree should not be passed as prayed., **as well as process agianst Norman M Reed, III., & Florence Vale Reed, Monors,.**

AS IN DUTY BOUND, etc.

Lorraine L. Reed
Lorraine L. Reed, Plaintiff

George T. Burroughs, Attorney For
Plaintiffs **and Complainants**
P. O. Box #147
Upper Marlboro, Maryland
Phones: MArket 7-3339 or
MArket 7-2558

NORMAN M. REED, III (Minor) and
FLORENCE VALE REED (Minor), **Defendants**

BY: X Helen Reed
Helen Reed, mother & next friend

STATE OF GEORGIA, COUNTY OF FULTON, To Wit:

I HEREBY CERTIFY, that on this 12th day of May, 1962, before me, the subscriber, a Notary Public of the State of Georgia, County of Fulton aforesaid, personally appeared Lorraine L. Reed, one of the Plaintiffs in the foregoing 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 her knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Arthur L. Morrison
Notary Public

Notary Public, Georgia, State at Large
My Commission Expires July 25, 1966

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, To Wit:

I HEREBY CERTIFY, that on this 22nd day of May, 1962, before me, the subscriber, a Notary Public of the District of Columbia, City of Washington aforesaid, personally appeared Helen Reed, mother and next friend of Norman M. Reed, III, minor, and Florence Vale Reed, minor, Plaintiffs in the foregoing 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 her knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires
August 31, 1963

GEORGE T. BURROUGHS
ATTORNEY AT LAW
4016 MAIN STREET
UPPER MARLBORO, MD.
MARKET 7-3339

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BOOK 147 PAGE 513

LORRAINE REED,
Route #1 - Box 50,
Rex, Georgia
Complainant

vs.

NORMAN M. REED, 3rd, (Minor)

and FLORENCE VALE REED, (Minor)
c/o HELEN REED, Mother and next friend
5504 Newton Street,
Apartment 12,
Cheverly, Maryland
Defendants

and

GEORGE P. TYLER and
IDA A. TYLER, his wife
Mayfield Road - Box 293
Odenton, Maryland
Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 15,017

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

CONSENT TO APPOINTMENT OF TRUSTEE

Now comes George P. Tyler and Ida A. Tyler, his wife, Defendants and contract purchasers of the property mentioned in these proceedings and consent to the passage of a Decree ratifying their Contract of Sale and for the appointment of a Trustee to convey the property mentioned in these proceedings to them in accordance with their Contract of Sale.

George P. Tyler

Ida A. Tyler

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BOOK 147 PAGE 514

LORRAINE REED,
Route #1 - Box 50,
Rex, Georgia
Complainant

vs.

NORMAN M. REED, 3rd, (Minor)
and FLORENCE VALE REED, (Minor)
c/o HELEN REED, Mother and next friend
5504 Newton Street,
Apartment 12,
Cheverly, Maryland
Defendants

and

GEORGE P. TYLER and
IDA A. TYLER, his wife
Mayfield Road - Box 293
Odenton, Maryland
Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 15,017

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

PETITION FOR APPOINTMENT OF A GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Lorraine Reed, mother and next friend of Norman N. Reed, 3rd, a minor, and Florence Vale Reed, a minor, by George T. Burroughs, her attorney, represents:

1. That this Honorable Court has obtained jurisdiction over the infants, namely, Norman M. Reed, 3rd, and Florence Vale Reed, infants, defendants, as is evidenced by the return of Prince Georges County, Sheriff, and as will appear more fully by reference to these proceedings.

2. That the said infant defendants are not represented by a legal guardian.

WHEREFORE, your Petitioner prays that this Honorable Court appoint a guardian ad litem to appear and answer for the infant defendants.

And as in duty bound, etc.

George T. Burroughs
Attorney for Petitioners

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BOOK 147 PAGE 515

ORDER

Upon the aforegoing Petition it is this 2nd day of ~~June~~ July, 1962, by the Circuit Court for Anne Arundel County, sitting in Equity, Ordered that Ernest Floverstano be, and is hereby appointed Guardian Ad Litem for the infant defendants, namely, Norman M. Reed, 3rd, and Florence Vale Reed, and he is hereby directed to appear for and file an Answer in their behalf.

George Sachse
Judge

FILED

1962 JUL -5 PM 2:09

6

Lorraine Reed, et al

vs

Norman Reedetc., et al.

BOOK 147 PAGE 516

Equity, 15017

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ANSWER OF GUARDIAN AD LITEM (Ernest Florestano)

TO THE HONORABLE THE JUDGES OF SAID COURT:

And now comes Ernest Florestano, Guardian Ad Litem for Norman M Reed,3rd and Florence Vale Reed, Infants under appointment of this Honorable Court and for answer to the Bill of Complaint against them exhbited says:

That he nether admits nor denies the allegation of each and every paragraph of said Bill, and hereby submits the said Infants, rights and interests to the subject matter thereof to the Jurisdiction of this Honrable Court.

Ernest Florestano
Guardian at Litem for
Florence Vale Reed, Infant
Norman N Reed III rd, Infant

I hereby certify, a Copy of this answer was delivered to George W Burroughs, Esq., July 26, 1962.

Ernest Florestano
Guardian Ad Litem.

FILED

1962 JUL 26 AM 10:14

BOOK 147 PAGE 517

LORRAINE REED,	*	IN THE
Petitioner	*	CIRCUIT COURT
VS.	*	FOR
NORMAN M. REED, III, et al	*	ANNE ARUNDEL COUNTY
Respondents	*	NO. 15,017 EQUITY
	*	

* * * * * * * * * * *

REPORT OF EXAMINER AND MASTER

5/28/62 Bill of Complaint filed by Widow of intestate, deceased, against two of decedent's minor children and the Contract purchasers under a Contract of Sale between the Plaintiff and Defendants for the sale of a lot of ground owned by the deceased. The Bill prays that the Contract of Sale be confirmed and that a Decree be entered directing the property to be sold and appointing a Trustee to convey the property.

6/11/62 Contract purchasers both summoned.

6/12/62 Consent to the passage of a Decree ratifying the Contract of Sale and appointing a Trustee to convey the property filed by Contract purchasers.

6/25/62 Minors and their mother and next friend summoned.

7/5/62 Order of Court appointing Guardian Ad Litem for minor Defendants filed.

7/26/62 Answer of Guardian Ad Litem filed.

7/26/62 & 10/11/62 Testimony taken before Examiner.

Substance of Testimony:

Certified copy of deed of property in question to decedent filed (Examiner's Exhibit No. 1).
Contract of Sale between Plaintiff and Defendants filed (Examiner's Exhibit No. 2).
Testimony of real estate appraiser as to nature of property and improvements thereon. Proof shows it to be to the best interest of all parties that property be sold and the proceeds divided and that the price set in the Contract of Sale is fair and reasonable and higher than the value placed on the property by the appraiser.

Testimony of the mother of the infant Defendants showed that she had formerly been married to the deceased and by him had had two children, namely, the minor Defendants, that the

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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1962 DEC 14 PM 3:34

deceased died on September 18, 1960, intestate, his estate having been administered in the Orphans' Court for Prince George's County and having been closed, that at the time of his death he owned the property referred to in the Contract of Sale. This witness further stated that she was the former wife of the deceased and that he had remarried Lorraine Reed, the Plaintiff in this proceeding, who survived him.

During the course of this hearing, the witness testified that the deceased had had another child by a prior marriage but she did not know the name of this child and had no actual personal knowledge as to the existence of another child by a prior marriage. Because of this unexpected testimony, the hearing was adjourned to permit counsel for the Plaintiff to make a further investigation.

A second hearing was held before an Examiner on 10/11/62, at which George T. Burroughs, attorney for the Plaintiff, testified that as a result of additional investigation, he had found that the deceased did, in fact, have a daughter by a previous marriage, that her name was Sharon Leigh Reed Howard, wife of John R. Howard and that she resided in Iberia, Louisiana. Mr. Burroughs further stated that he had corresponded with Sharon Leigh Reed Howard and he filed (Examiner's Exhibit No. 3) a photostatic copy of a deed from Sharon Leigh Reed Howard and John R. Howard, her husband, to George P. Tyler and Ida A. Tyler, the contract purchasers and Defendants in this proceeding.

Inasmuch as the administration of the estate of the deceased had been completed in Prince George's County, Mr. Burroughs explained that the interest of Mrs. Howard as a child of the intestate decedent in his estate, would be adjusted in the distribution of the proceeds from the sale of the property described in this proceeding, to the Defendant contract purchasers. Mr. Burroughs will file in this proceeding, a Petition reciting such facts as may be necessary to permit the Auditor to state a proper Account.

Case ready for Decree December 15, 1962.

Attached form of Decree is recommended.

John G. Rouse, Jr.
Examiner and Master

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

BOOK 147 PAGE 519

LORRAINE REED,	:	IN
Petitioner	:	THE CIRCUIT COURT
vs.	:	FOR
NORMAN M. REED, III, et al	:	ANNE ARUNDEL COUNTY
Respondents	:	NO. 15,017 EQUITY

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

TESTIMONY TAKEN ON BEHALF OF THE PETITIONER

July 26 & October 11, 1962

Present:

Mr. George T. Burroughs,)
Solicitors for Petitioner
Mr. Louis M. Strauss,)

Mr. John G. Rouse, Jr., Court Examiner & Master

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Helen V. Reed, pages 2 - 5

T. Carroll Worthington, pages 6 - 8

George T. Burroughs, pages 9 - 11

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1962 DEC 14 PM 3:34

Helen V. Reed, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Burroughs)

1. Mrs. Reed, would you state your full name, please?

A. Helen Vale Reed.

2. Your age?

A. Thirty nine.

3. And where do you live?

A. Riverdale.

4. Prince George's County, Maryland?

A. Right.

5. Do you know Lorraine Reed?

A. Yes, I do.

6. Do you know Norman Reed, III, Florence Vale Reed, and George P. Tyler, Ida A. Tyler, the parties to this proceeding?

A. Yes, I do.

7. Did you know the late Norman M. Reed, Jr.?

A. Yes, I did.

8. When did he die?

A. December the 18th, 1960.

9. And did he leave a Will?

A. No, he did not.

10. Was Administration taken out in the Orphan's Court for Prince George's County, Maryland?

A. Yes, it was.

11. And has that been closed?

A. Yes, it has.

12. At the time of his death did he own lot 2 on the plat of property known as Bartges Manor, Anne Arundel County, Maryland?

A. Yes.

(DEED DATED JULY 31, 1954 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

13. Mrs. Reed, Norman M. Reed, Jr. was your former husband?

A. Yes, he was.

14. And did he remarry?

A. Yes, he did.

15. And what is the name of his wife at the date of his death?

A. Lorraine Reed.

16. And is she living at this time?

A. Yes, she is.

17. And do you know where she lives?

A. Rex, Georgia.

18. Mrs. Reed, I hand you a paper designated as Contract of Sale, and ask you if you know the signatures on that paper and if you will tell us who they are?

A. All of them?

19. Yes, please.

A. Lorraine Reed, Helen Reed, George P. Tyler and Ida A. Tyler.

20. And that is a contract of sale for the sale of this property for how much?

A. $7,000.00.

(CONTRACT OF SALE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

21. And you executed this contract on behalf of your two children?

A. Yes, I did.

22. And will you give us the names and ages of the two children?

A. Florence Vale Reed, 16; Norman M. Reed, III, is 15.

23. Did the deceased, Norman McCloud Reed, Jr., have any other children than the two you have mentioned?

A. Yes, he did, but I don't know her name.

24. Mrs. Reed, a petition was filed in the Orphan's Court for Prince George's County to take out administration on the estate of the late Norman McCloud Reed, Jr., right?

A. Right.

25. And you were familiar with that estate, were you not?

A. Yes, I was.

26. And your two children, namely Florence Vale Reed and Norman M. Reed, III, received one third of the proceeds of that estate, did they not?

A. Yes, they did.

27. And they received that as the children of Norman M. Reed, Jr.?

A. Yes.

28. And you also received a copy of the first and final accounting which not only showed those facts but also showed that the other one third went to Lorraine Reed, isn't that correct?

A. Yes, I did.

29. And you are also familiar with the petition that was filed in Prince George's County which resulted that Lorraine Reed, his wife, widow, Florence Vale Reed, daughter, and Norman M. Reed, III, were the sole and only heirs of Norman M. Reed, isn't that correct?

A. I guess it is correct.

30. Now, also, you testified both in the Circuit Court for

Prince George's County and, in a matter similar to this one, involving property over there, did you not?

A. I didn't understand the last part of that.

31. Well did you not testify in the proceedings to ratify the sale of a house located in Prince George's County?

A. Yes, I did.

32. And that was the proceedings in the Orphan's Court and the proceedings in which you testified, you have never mentioned anyheirs other than the widow, Lorraine Reed, and the two children which you are the mother of, Florence Vale Reed, and Norman M. Reed, III, as being the sole and only heirs of the deceased, isn't that correct?

A. That's correct.

33. As far as you are concerned of your own personal knowledge you do not know of the deceased, Norman McCloud Reed, Jr., being married or having any other children than the two children of which you are the mother, isn't that correct?

A. That's right.

34. Mrs. Reed, do you feel this property could be divided in kind and a third be given to each one of your children and a third given to Lorraine?

A. No.

35. Now the price in the contract of sale is $7,000.00. Do you feel that's a fair value for the property?

A. I would say yes.

36. Do you feel it is in the best interest of the two minor children to have the property sold?

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. Helen V. Reed.

15

T. Carroll Worthington, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Burroughs)

1. Would you state your full name, please?

A. T. Carroll Worthington.

2. How old are you?

A. Sixty eight.

3. What is your business?

A. I am a realtor.

4. How long have you been real estate business?

A. Since 1923.

5. And where do you operate?

A. Annapolis, Anne Arundel County.

6. Do you appraise property in Anne Arundel County?

A. I do.

7. I hand you a deed which describes the property in this proceeding, deed recorded in Liber J.HH. 851, folio 222 of the Land Records of Anne Arundel County, and I ask you, Mr. Worthington if you had occasion to look at this property?

A. Yes, I did.

8. And make an appraisal of it?

A. I saw that property July the 24th.

9. And have you appraised property in the vicinity of this property in Anne Arundel County?

A. I have.

10. Are you familiar with the values?

A. I am.

11. Can you tell us what value you put on this property?

A. $6,500.00.

12. Will you describe this property please?

A. One and a half stories, stucco, composition roof building, living room, dining room, kitchen, bath, two bedrooms up and one down, half a basement, hot water oil heat, well and septic tank, and the lot is 100 by 200.

13. Mr. Worthington, this property is owned by three people, Lorraine Reed, who lives in Rex, Georgia, and two minor children of the deceased, Norman McCloud Reed, namely, Florence Vale Reed and Norman M. Reed, III. After viewing the property would you say that it would be to the best interest of all parties that the property be sold and the proceeds divided?

A. It would.

14. What reason do you give for that?

A. It can not be divided into three parts.

15. Mr. Worthington, do you think it would be to the best interest of the two minor children, giving consideration to the present market and the difficulty of renting property in that community to sell it at this time?

A. Yes.

(Mr. Rouse)

1. Are you familiar with the contract of sale which is marked as exhibit 2 in this proceeding?

A. Yes, I am.

2. In your opinion is that a fair and reasonable price for this property?

A. I think it is a very good price.

17

3. In fact, is it better than the figure at which you appraised it?

A. That's right.

4. And it also is your opinion that it is to the best interest of everybody concerned in this litigation that the property be sold at that price?

A. That's my opinion.

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. . . . . .

October 11, 1962

George T. Burroughs, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Strauss)

1. Mr. Burroughs, since continuing the testimony that has been offerred in this case, it developed that there was a daughter by a previous marriage that affected the title to the property purchased by George P. Tyler and Ida A. Tyler. Can you tell us what has been done with regard to acquiring the interest of the property of the named daughter, who she was and what you did to acquire the interest in the property in these proceedings on behalf of the purchasers?

A. I learned the address of the mother of the daughter, and upon writing her she furnished me with the address of her daughter, which was a issue as a result of a marriage with Norman Reed, the deceased father who owned the property. I then wrote to the daughter, out in Iberia, Lousiana.

2. What was her name?

A. Sharon Leigh Reed Howard, the daughter has married a gentleman by the name of Howard. I furnished her with all that had transpired in the estate and what distribution had been made, furnishing a photostatic copy of the first and final account of Norman Reed's estate, the sale and distribution from the sale in Prince George's County, and information as to the contract for the property in this proceeding. I sent along with my letter furnishing the information, a deed from she and her husband to the purchasers, Tylers, named in the contract.

They have furnished me with, not only a deed for the Prince George's property, conveying her interest in the property that was sold there, but also a deed duly executed for the property in this proceeding conveying their interest to the purchasers.

3. Then would you say that the interest acquired by that deed and interest of all other parties mentioned in this proceeding constitute all the parties of interest in the property of this proceeding?

A. Yes, that is correct. The widow would have a one third interest and the three children, Mrs. Howard, and the two Reed children would have a one third of the two thirds interest.

4. I hand you a photostat of a deed, dated October the 8th, 1962 purportedly executed by Sharon Leigh Reed Howard and John R. Howard, her husband, to George P. Tyler and Ida A. Tyler, and ask you whether or not that deed conveys the property that is the subject matter of these proceedings?

A. This deed conveys all of the interest of Mrs. Howard, and the inchoate right of her husband.

(DEED FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 3)

5. Mr. Burroughs, is Mrs. Sharon Leigh Reed Howard to get any of the proceeds from this sale?

A. Mrs. Howard is to get her share from this proceeding which would represent a one third of a two thirds interest in the whole estate. In other words, she will get approximately $3406.22. She will get one third of the two thirds interest that was distributed by the Adminstrator in the administration of Norman M. Reed, Prince George's County. She will get a one third of the two thirds interestthat was distributed as

2)

a result of the sale in Prince George's County and in Anne Arundel County, since she has not received her interest from the estate on the property sold in Prince George's County, she is equitably and lawfully due her entire share out of this sale.

6. And to that end you will file a petition?

A. To that end we will file a petition showing what has been distributed in the estate in Prince George's County and what has been distributed as a result of the sale in Prince George's County.

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 her 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~~ two days.

Witness my hand and seal this 14th day of ~~October~~ December, 1962.

John G. Rouse (SEAL)

John G. Rouse, Jr., Examiner

J.R. $25.00

S.M. $10.00

LIBER 851 PAGE 222 BOOK 147 PAGE 534

THIS DEED, made this 31st day of July, 1954, by and between FRANK THOMPSON and ANGELICA THOMPSON, his wife, Grantors, and NORMAN McCLOUD REED, JR., unmarried, Grantee,

WITNESSETH, that for and in consideration of the sum of Five ($5.00) Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, the said Frank Thompson and Angelica Thompson, his wife, do hereby grant and convey unto the said Norman McCloud Reed, Jr., his heirs and assigns, in fee simple, the following described property in the Second Election District of Anne Arundel County, State of Maryland:

BEING that lot designated as Lot Number Two (2) on the Plat of "Bartgis Manor", made by James D. Hicks, County Surveyor, and recorded with the deed from Agnes E. Bartgis to Howard Blankenship in Liber J.H.H.No.583, folio 31, of the Land Records of Anne Arundel County; said lot being more particularly described as follows: Beginning for the same at an iron pin on the North side of Russell Road as laid out, said point being distant the following two courses and distances from the end of the fourth line of the conveyance by Elizabeth V. D. Williams to Russell C. Bartgis, dated December 29, 1941, recorded in Liber J.H.H. No. 250, folio 359, South 3° 30' West, 447.13 feet and North 83° 44' West, 359.48 feet, said point being also the division point between lots Two and Three on said Plat; thence with the said division line between lots Two and Three North 3° 30' East, 125 feet; thence North 83° 44' West, 100 feet to the division line between Lots One and Two on said Plat; thence with said division line, South 3° 30' West, 125 feet to the North side of Russell Road; thence with the North side of Russell Road, South 83° 44' East, 100 feet to the point of beginning. Being the same property conveyed to the Grantors by Paul A. Williams and wife, by deed dated December 19, 1953 and recorded among the aforesaid Land Records in Liber J.H.H.No. 810, folio 311.

TOGETHER WITH the buildings and improvements thereon and all and every the rights, alleys, roads, ways, waters, privileges, ap-

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1962 DEC 14 PM 3:34

Plaintiff's Exhibit No 1
Reed v. Taylor et al. Eq 15017
John S Rowe L. Exam.

Plaintiff's Exhibit "A"

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purtenances and advantages 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 Norman McCloud Reed, Jr., his heirs and assigns, in fee simple.

AND the said Grantors do hereby covenant that they will warrant specially the title to the property hereby conveyed and that they will execute such further assurances thereof as may be necessary.

WITNESS the hands and seals of the said Grantors.

Witness: as to both:

Frank Thompson (SEAL)
Frank Thompson

Winson G. Gott, Jr.

Angelica Thompson (SEAL)
Angelica Thompson

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I hereby certify that on this 31st day of July, 1954, before me, a Notary Public of the State and County aforesaid, personally appeared Frank Thompson and Angelica Thompson, his wife, the within named Grantors, and did each acknowledge the aforegoing deed to be their respective act and deed.

As witness my hand and Notarial Seal.

Winson G. Gott, Jr., Notary Public

Recorded: August 2, 1954 at 9.05 A.M.

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing.....DEED.....is truly taken and copied from Liber J.H.H. No. 851 folio 222 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.

George J. Cromwell Clerk

Clerk of the Circuit Court for Anne Arundel County

26

GEORGE T. BURROUGHS
ATTORNEY AT LAW
4918 MAIN STREET
UPPER MARLBORO, MD.
MARKET 7-2000

BOOK 147 PAGE 535

CONTRACT OF SALE

THIS CONTRACT OF SALE, Made in triplicate this 23rd day of May, 1962, by and between LORRAINE L. REED, Widow, NORMAN M. REED, III and FLORENCE VALE REED, Infants, by HELEN REED, their mother and next friend, hereinafter referred to as SELLERS, and GEORGE P. TYLER and IDA A. TYLER, his wife, hereinafter referred to as PURCHASERS.

WITNESSETH: That the Sellers agree to sell to the Purchasers and the Purchasers agree to buy from the Sellers the following described parcel of land:

> Lot 2, as per plat of "BARTGES MANOR" (Liber J. H. H. 583, at Folio 34) containing one-half (1/2) Acres, more or less, located on Russell Road in Gambrills, Anne Arundel County, Maryland.

at and for a consideration in the sum of SEVEN THOUSAND and 00/100 DOLLARS ($7,000.00), of which sum Two Hundred and 00/100 Dollars ($200.00) is paid upon execution of this Contract to George T. Burroughs, to be held by him in Escrow, the receipt of which has been acknowledged; and the balance of the purchase price in the sum of Six Thousand, Eight Hundred and 00/100 Dollars ($6,800.00) to be paid in cash upon ratification of this Contract by the Court and delivery of a Deed by the Trustee or Trustees appointed by the Court.

However, the Sellers are to convey a good fee simple unencumbered title to the hereinbefore described property and, in the event the Sellers can not convey a good fee simple unencumbered title, the down payment made in the sum of Two Hundred and 00/100 Dollars ($200.00) shall be returned to the Purchasers and this Contract of Sale becomes null and void without further obligation on their part. However, should the Purchasers fail or refuse to tender the balance of the purchase price, as hereinbefore provided, then, and in that event, the down payment made in the sum of Two Hundred and 00/100 Dollars ($200.00) shall be forfeited and become the property of the Sellers and this Contract of Sale becomes null and void, without further obligation on the part of the Sellers.

The Purchasers agree to pay all costs of conveyancing, including State and Federal Revenue Stamps, Transfer Tax, Notary Public, and Title Examination.

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

WITNESS:

Arthur A. Morrison
As To Lorraine L. Reed, Seller

Lorraine L. Reed (SEAL)
Lorraine L. Reed, Seller

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1962 MAY 28 AM 11:08

Examiner's Exhibit No 2
Reed, et al v. Tyler, et al
15,017

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1962 DEC 14 PM 3:34

Plaintiff's Exhibit "B"

WITNESS:

Silvia M. Webb Notary Public
As to Helen Reed, mother and next friend of Norman M. Reed, III and Florence Vale Reed, Infants, Sellers

NORMAN M. REED, III (Infant)

BY: Helen Reed (SEAL)
Helen Reed, mother and next friend, Seller

FLORENCE VALE REED (Infant)

BY: Helen Reed (SEAL)
Helen Reed, mother and next friend, Seller

Bessie Mae Wyvill
As To George P. Tyler, Purchaser

George P. Tyler (SEAL)
George P. Tyler, Purchaser

Bessie Mae Wyvill
As To Ida A. Tyler, Purchaser

Ida A. Tyler (SEAL)
Ida A. Tyler, Purchaser

GEORGE T. BURROUGHS
ATTORNEY AT LAW
4010 MAIN STREET
UPPER MARLBORO, MD.
MARKET 7-6800

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GEORGE T. BURROUGHS
ATTORNEY AT LAW
4018 MAIN STREET
UPPER MARLBORO, MD.
MARKET 7-3339

BOOK 147 PAGE 537

I, Helen Reed, mother of Norman M. Reed, III, minor, and Florecne Vale Reed, minor, do hereby authorize George T. Burroughs, Attorney At Law, Upper Marlboro, Maryland, to use my name as mother and next friend of Norman M. Reed, III, minor, and Florence Vale Reed, minor, to defend ~~institute~~ a suit in Equity in the Circuit Court for Anne Arundel County, Maryland for Ratification of a Contract of Sale for certain real estate left by the late Norman M. Reed, Jr., being Lot 2, as per plat of "Bartges Manor" (Liber J.H.H. 583, at Folio 34), containing one-half (1/2) acre, more or less.

WITNESS my hand and seal this 22nd day of May, 1962.

WITNESS:

X Helen Reed (SEAL)
Helen Reed, mother and next friend of
Norman M. Reed, III, minor, and
Florence Vale Reed, minor

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FEE-SIMPLE DEED — CODE — City or County — 40

BOOK 147 PAGE 538

This Deed, Made this 8th day of October

in the year one thousand nine hundred and sixty-two , by and between SHARON LEIGH REED HOWARD and JOHN R. HOWARD, her husband,

of New Iberia, Louisiana [redacted] of the first part, and

GEORGE P. TYLER and IDA A. TYLER, his wife,

of the second part.

Witnesseth, that in consideration of the sum of Ten and 00/100 Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged,

the said parties of the first part, SHARON LEIGH REED HOWARD and JOHN R. HOWARD, her husband,

do grant and convey unto the said parties of the second part, GEORGE P. TYLER and IDA A. TYLER, his wife, as tenants by the entirety, their

heirs and assigns, in fee simple, all Lot of ground, situate, lying and being in the Second Election District, Anne Arundel County aforesaid, and described as follows, that is to say:—

BEING that lot designated as Lot Number Two (2) on the Plat of "BARTGIS MANOR", made by James D. Hicks, County Surveyor, and recorded with the Deed from Agnes E. Bartgis to Howard Blankenship in Liber J.H.H. No. 583, Folio 31, of the Land Records of Anne Arundel County; said lot being more particularly described as follows:

BEGINNING for the same at an iron pin on the North side of Russell Road as laid out, said point being distant the following two courses and distances from the end of the fourth line of the conveyance by Elizabeth V. D. Williams to Russell C. Bartgis, dated December 29, 1941, recorded in Liber J.H.H. No. 250, Folio 359, South 3° 30' West 447.13 Feet and North 83° 44' West 359.48 Feet, said point being also the division point between Lots Two and Three on said Plat; thence with the said division line between Lots Two and Three North 3° 30' East 125.00 Feet to the North side of Russell Road; thence with the North side of Russell Road, South 83° 44' East 100.00 Feet to the point of beginning.

BEING all of the same property described in a Deed from Frank Thompson, et ux, to Norman McCloud Reed, Jr., Unmarried, dated July 31st, 1954 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 851, at Folio 222.

Examiner's Exhibit No 3
Reed et al v. Reed, et al, Equity 15017
John S. Rowe Jr. Exam.

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Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said parties of the second part, GEORGE P. TYLER and IDA A. TYLER, his wife, as tenants by the entirety, their

heirs and assigns, in fee simple.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

Witness the hands and seals of said grantors.

TEST:

Vernis Reuveber
(AS TO BOTH)

Sharon Leigh Reed Howard (SEAL)
Sharon Leigh Reed Howard

John R. Howard (SEAL)
John R. Howard

STATE OF ~~MARYLAND~~ LOUISIANA **Parish of Iberia** , **to wit:**

I HEREBY CERTIFY, That on this ~~24th~~ 8th (H.L.L.) day of ~~September~~ October (H.L.L.) in the year one thousand nine hundred and SIXTY-TWO , before me, the subscriber, a Notary Public of the State of ~~Maryland~~ Louisiana, in and for **Parish of Iberia** aforesaid, personally appeared Sharon Leigh Reed Howard and John R. Howard, her husband,

the above named grantors, and each acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial Seal.

Notary Public.

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BOOK 147 PAGE 540

LORRAINE REED,	*	IN THE
Petitioner	*	CIRCUIT COURT
VS.	*	FOR
NORMAN M. REED, III, et al	*	ANNE ARUNDEL COUNTY
Respondents	*	NO. 15,017 EQUITY
	*	

* * * * * * * * * * *

DECREE

The above cause standing ready for hearing and being submitted, the Bill, Answers, Testimony and all the other proceedings were, by the Court, read and considered

It is thereupon this 10th day of December in the year nineteen hundred and sixty-two by the Circuit Court of Anne Arundel County, ADJUDGED, ORDERED and DECREED that the property mentioned in these proceedings be sold and the Contract of Sale filed herein marked "Examiner's Exhibit No. 2" be, and the same is hereby, ratified and confirmed for the sale of the property described therein, and that Louis M. Strauss be, and he is hereby, appointed Trustee to consummate the said sale in accordance with the terms of said Contract, and that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a surety or sureties to be approved by this Court in the penalty of Seven Thousand Dollars ($7,000.00) 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 purchasers, George P. Tyler and Ida A. Tyler, his wife, as tenants by the entireties, their heirs and assigns, in

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fee simple, the aforementioned property, free, clear and discharged from all claims of the parties hereto, complainants and defendants and those claiming by, from or under them or any of them. And the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court after deducting the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

George Sachse

Judge

220568

GLOBE INDEMNITY COMPANY

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

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

LIBER 11 PAGE 540

Equity #15,017

Bond No. 400151

BOND

BOOK 147 PAGE 542

KNOW ALL MEN BY THESE PRESENTS: That we, Louis M. Strauss 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 Seven Thousand and no/100 Dollars ($7,000.00) - - - - - current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 22nd day of January, 19 63.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Lorraine Reed vs. Norman M. Reed, III, minor, etal - - - - - - - - - - dated December 26, 1962, Louis M. Strauss - - - - - - - was appointed Truestee to make sale of the property described in said proceedings, and the said Louis M. Strauss - - - - - is about to execute said power and make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the Obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Ethel M. Carle

Louis M Strauss (SEAL)
Louis M. Strauss PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 22nd day of January, 1963

Louis N. Phipps, Clerk
per ay - Deputy

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1963 JAN 22 PM 12 35

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

LORRAINE REED :

Complainant :

-vs- :

NORMAN M. REED, III (Minor) and :
FLORENCE VALE REED (Minor)
c/o HELEN REED, Mother and Next :
Friend Equity No. 15,017

:

and :

GEORGE P. TYLER and
IDA A. TYLER, his wife :

Defendants :

PETITION FOR DISTRIBUTION OF INTERESTS IN
THE ESTATE OF THE LATE NORMAN M. REED, JR.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Sharon Leigh Reed Howard for distribution of interests in the estate of the late Norman M. Reed, Jr. respectfully shows to the Court:

1. That your Petitioner is the daughter of the late Norman M. Reed, Jr., who died on the 18th day of December, 1960, intestate.

2. That my mother and father were divorced and at the time of my father's death, he was married the third time to one Lorraine Reed.

3. That your Petitioner has been informed by George T. Burroughs, Attorney At Law, of Upper Marlboro, Maryland, that administration was taken out on my father's estate; and that he was appointed Administrator of said Estate, being Administration No. 13,612 in the Orphan's Court for Prince George's County, Maryland; and that I have received a photostatic copy of the First and Final Account filed by him as Administrator showing the net amount distributed in the sum of $4,825.84, as follows:

To: Lorraine Reed, Widow 1/3rd of $4,825.84	$1,608.62
To: Helen Reed, Guardian For Florence Vale Reed, Minor Daughter 1/3rd of $4,825.84	$1,608.61
To: Helen Reed, Guardian For Norman M. Reed, III, Minor Son 1/3rd of $4,825.84	$1,608.61

4. That certain real estate owned by my father at the time of his death, being Lot numbered Nine (9) and the adjacent easterly twenty (20) feet, by the full depth thereof, of Lot numbered Eight (8) in Block numbered Sixteen

GEORGE T. BURROUGHS
ATTORNEY AT LAW
4018 MAIN STREET
UPPER MARLBORO, MD.
MARKET 7-3339

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(16) in the Subdivision known as "HYNESBORO PARK", located in Lanham District, Prince George's County, Maryland, was sold by George T. Burroughs, Trustee appointed in Equity No. B-7731 in the Circuit Court for Prince George's County, Maryland; and that I have received a copy of the distribution of the net proceeds, therefrom, showing the net amount distributed in the sum of $5,208.24, as follows:

GEORGE T. BURROUGHS
ATTORNEY AT LAW
4018 MAIN STREET
UPPER MARLBORO, MD.
MARKET 7-3339

To:	Costs and Expenses Of Sale	$ 706.00
To:	Lorraine Reed, Widow 1/3rd of $4,502.24	$1,500.76
To:	Helen Reed, Guardian For Florence Vale Reed, Minor Daughter 1/3rd of $4,502.24	$1,500.74
To:	Helen Reed, Guardian For Norman M. Reed, III, Minor Son 1/3rd of $4,502.24	$1,500.74

5. That at the time of my father's death, I was not known to Mr. Burroughs and he did not know anything about me. He informed me that he had learned that there was a third child, who should share in the distribution of said estate, upon taking testimony in the above styled case. Mr. Burroughs first obtained my mother's name and, secondly, from her obtained my name and address and wrote to me about the matter. Mr. Burroughs informs me further that I am entitled to two-ninths (2/9ths) of the net amount distributed from the Estate and from the sale of the real estate, hereinbefore described, located in Lanham District, Prince George's County, Maryland, as well as two-ninths (2/9ths) of the net amount to be distributed from the sale of the property described in this proceedings.

WHEREFORE, your Petitioner prays the Court to authorize and direct the auditor in the above styled case to audit to me (1) 2/9ths of the net distribution from the Estate of Norman M. Reed, Jr., as shown by the First and Final Account, (2) 2/9ths of the net distribution from the sale of the real estate located in Lanham District, Prince George's County, Maryland, and (3) 2/9ths of the net distribution from the sale of the property described in this proceedings.

Respectfully submitted,

Sharon Leigh Reed Howard

Sharon Leigh Reed Howard, Petitioner

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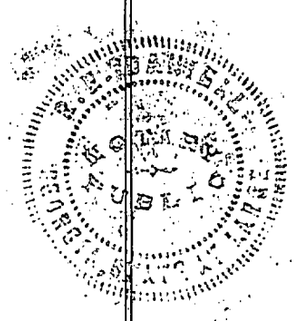
STATE OF GEORGIA, COUNTY OF Cobb, To Wit:

I HEREBY CERTIFY, that on this 12 day of December, 1962, before me, the subscriber, a Notary Public of the state and county aforesaid, personally appeared Sharon Leigh Reed Howard, Petitioner, and made oath in due form of law that the matters and facts set forth in the foregoing Petition For Distribution Of Interests In The Estate Of The Late Norman M. Reed, Jr. are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.



Notary Public

my comm. ex July 7, 1964

GEORGE T. BURROUGHS
ATTORNEY AT LAW
4018 MAIN STREET
UPPER MARLBORO, MD.
MARKET 7-3339

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

LORRAINE REED :

Complainant :

-vs- :

NORMAN M. REED, III (Minor) and :
FLORENCE VALE REED (Minor)
c/o Helen Reed, Mother and :
Next Friend

Equity No. 15,017

:

and

:

GEORGE P. TYLER and
IDA A. TYLER, his wife :

Defendants :

GEORGE T. BURROUGHS
ATTORNEY AT LAW
4018 MAIN STREET
UPPER MARLBORO, MD.
MARKET 7-3339

ORDER OF COURT

The foregoing Petition having been read and considered, it is this 17th day of ~~December~~ June, 1963, by the Circuit Court For Anne Arundel County, Maryland, sitting in Equity, ORDERED, ADJUDGED and DECREED, that the auditor in the above styled case be, and he is, hereby authorized and directed to audit to Sharon Leigh Reed Howard the following:

1. Two-Ninths (2/9ths) of the net distribution from the Estate of Norman M. Reed, Jr., as shown by the First and Final Account filed therein by George T. Burroughs, Administrator, in the sum of $1,072.40; and

2. Two-Ninths (2/9ths) of the net distribution from the sale of the real estate located in Lanham District, Prince George's County, Maryland in the sum of $1,000.50; and

3. Two-Ninths (2/9ths) of the net distribution from sale of the property described in this proceedings.

O. Bowen Duckett
JUDGE

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1963 JUN 17 AM 10:45

38.

BOOK 147 PAGE 547

LORRAINE REED, Petitioner	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
NORMAN M. REED, III, et al	:	ANNE ARUNDEL COUNTY
Respondents	:	NO. 15,017 EQUITY

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Louis M. Strauss, Trustee, under the Decree dated December 26, 1962, respectfully shows:

That under and by virtue of the aforesaid Decree, Louis M. Strauss, Trustee, conveyed Lot No.2of the Plat of "Bartgis Manor", made by James D. Hicks, County Surveyor, and recorded with the Deed from Agnes E. Bartgis to Howard Blankenship in Liber J.H.H. No. 583, folio 31, of the Land Records of Anne Arundel County; the property more fully described in a deed recorded among the Land Records of Anne Arundel County in Land Records aforesaid, in Liber J.H.H. 851, folio 222, unto George P. Eyler and Ida A. Eyler, his wife, on July 19th, 1963, after first filing a bond in these proceedings in the sum of Seven Thousand (7,000.00) Dollars.

And the said Louis M. Strauss, Trustee, further reports that he has received from the purchases the total sum of Seven Thousand Forty-four Dollars and Eighty-seven Cents ($7,044.87), which represents the purchase price, pursuant to the Contract filed herein as "Examiners Exhibit No, B," plus the following:

1962 County Taxes 7 months 14 days $44.87

All of which are setout in the attached memorandum from Messrs. Kohlerman & Dumler, Attorneys for the purchases.

Respectfully submitted,

Louis M. Strauss

Louis M. Strauss, Trustee

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 22nd day of July, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis M. Strauss, Trustee, and made oath that the facts reported in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the aforesaid sale was made in accordance with the Court Decree, based on the Contract of Sale that was made without collusion.

Witness my hand and Notarial seal.

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Mildred F. Bean

Mildred F. Bean - Notary Public

40

KOHLERMAN AND DUMLER
ATTORNEYS AT LAW
BALTIMORE, MARYLAND

10000—12-62

MEMORANDUM OF SETTLEMENT July 17 19 63

Sale made by Louis N. Strauss, Trustee BOOK 147 PAGE 549
of Mortgage Loan
to George P. Tyler and Ida A. Tyler, his wife

Property Lot 2, Bartgess Manor, being a lot off Underwood Road Adjustment made to May 16 19 62

CREDIT TO SELLER OR MORTGAGOR			
Amount of purchase price		7,000	00
Well 19 62 Taxes paid in advance 7 months 14 days		44	87
Water 19 Water rent paid in advance ... months ... days			
Interest on purchase money ... months ... days			
House rent ... months ... days			
Accruing ground rent ... months ... days			
Fire Insurance ... Acknowledgments			
Total Credit to Seller		7,044	87
ALLOWED BY SELLER			
Cash paid on account	200 00		
19 ... Taxes (current year) ... months ... days			
19 ... Water rent (current year) ... months ... days			
Ground rent (current period) ... months ... days			
House, Apartment rent ... months ... days			
Mortgage to ... for ... years			
TOTAL ALLOWANCES	200 00	200	00
BALANCE DUE		6,844	87
COST OF TRANSFER			
Title Examination			
Recording ... Deeds ... Mortgages			
Judgment search			
Certificate of liens			
Notary fees			
Fee for Preparing Papers			
Revenue stamps			
Total cost of transfer			
RETAINED TO PAY			
Fire insurance $ ... for ... years			
Appraisal fee			
Initial service charge			
Accrued ground rent and taxes sent to Association to credit expense account			
Returned to Association to credit of principal			
Interest from ... to			
TOTAL			
Taxes and water rent for 19			
Ground rent six months ended			
Mortgage			
Check to mortgagor			
TOTAL			
TOTAL DUE			
Loan by			
Balance			
Paid by Purchaser			

It is agreed that any error or omission in the above settlement will be corrected by the parties hereto.

MONTHLY PAYMENTS			MONTHLY PAYMENTS
Principal and Interest			$
Expenses			First Payment due
Total			

The undersigned hereby approve of the above disbursements.

BOOK 147 PAGE 550

In the Case of

LORRAINE REED

VS.

NORMAN M. REED, III, Minor and FLORENCE VALE REED, Minor, by HELEN REED, Mother and next friend and GEORGE P. TYLER and IDA A. TYLER

In the

Circuit Court

For

Anne Arundel County

No. 15,017 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 JUL 29 PM 3:38 FILED

All of which is respectfully submitted.

July 29, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 14th day of August, 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: ag, deputy

FILED

1963 AUG 14 AM 10:46

4

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Dr. LORRAINE REED vs. NORMAN M. REED, Minor and FLORENCE VALE REED, Minor by HELEN REED, Mother and next friend and GEORGE P. TYLER and IDA A. TYLER

BOOK 147 PAGE 551

In Acct. with LOUIS M. STRAUSS, Trustee

					Cr.	
1963						
July	17	Proceeds of sale	7,000	00	7,000	00
		Refund 1962 County & State taxes, adjusted				
		1/1/62 to 5/16/62 - 7 mos. 14 days	44	87	44	87
					7,044	87
		To Trustee for Commissions, viz:	240	00	240	00
		To Trustee for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Ernest Florestano-Guardian ad litem fee	4	00		
		Clerk of Court - Court costs	75	75		
		Joseph W. Alton, Jr. - sheriff's costs	2	90		
		John G. Rouse, Jr. - Examiner's fee	25	00		
		Shirley Miller - Stenographer's fee	11	00		
		Auditor - stating this account	25	00	153	65
		To Trustee for Expenses, viz:				
		Globe Indemnity Co.-Bond premium	28	00		
		T.Carroll Worthington - appraisal fee	50	00		
		George T. Burroughs-reimbursement 1962				
		County & State taxes advanced	72	13		
		Certified copy of Deed	2	25		
		Mildred F. Bean - notary fee		50		
		Clara M. Webb - Notary fee		50	153	38
		Distributions as follows:				
		To Sharon Leigh Reed Howard as follows:				
		2/9 net distribution estate Norman M.Reed,Jr. Court order 6/17/63	1,072	40		

	2/9 net distribution, sale of real estate				
	Lanham Dist. Court order 6/17/63	1,000	50		
	2/9 net distribution, sale this proceeding				
	Court order 6/17/63	1,443	96	3,516	86
	To Lorraine Reed, widow, viz:				
	1/3 net distribution, this proceeding	2,165	95	2,165	95
	To Helen Reed, Guardian for Florence Vale				
	Reed, minor, 2/9 distribution $1,443.96				
	less previous overpayments of $1,036.45	407	51	407	51
	To Helen Reed, Guardian for Norman Reed, III,				
	minor, 2/9 distribution of $1,443.97 less				
	previous overpayments of $1,036.45	407	52	407	52
				7,044	87

BOOK 147 PAGE 553

Docket ..... Folio .....
Case No. 15356 Equity
Filed .....

ASBURTON BUILDING AND LOAN ASSOCIATION, INC.,

vs.

CIRCLE CONSTRUCTION AND DEVELOPMENT CO., INC., A BODY CORPORATE: AND WILLIAM HAYES AND SHIRLEY HAYES, HIS WIFE

IN THE

Circuit Court ~~No. 2~~

—OF—

ANNE ARUNDEL COUNTY
~~BALTIMORE COUNTY~~
IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 28th day of June, 1962 A.D. the defendant executed and delivered to ASHBURTON BUILDING AND LOAN ASSOCIATION, INC., a mortgage upon certain real property in the ~~City of Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $6,500.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any convenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

And your petitioner pray 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.

ALBERT F. REISFELD
Albert F. Reisfeld
100 St. Paul Street, Balto., Md.
Saratoga 7-5671

Attorney for Plaintiff

FILED
1962 DEC 31 AM 9:23

MORTGAGE FEE—CITY OR COUNTY
LUCAS BROS. INC.—#37R—10/1/62

BOOK 1575 PAGE 357

No. 15,556 Equity

PURCHASE MONEY FIRST MORTGAGE

THIS MORTGAGE, Made this 28th day of June

BOOK 147 PAGE 554

in the year nineteen hundred and sixty two by and between

Circle Construction & Development Co., Inc., a body corporate; and William Hayes and Shirley Hayes, his wife

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

Ashburton Building & Loan Asso., Inc. , Mortgagee , of the second part:

Whereas, the parties of the first part stand this day justly indebted unto the party of the second part in the sum of $6,500.00, being part of the purchase price of the hereinafter described property, which said sum together with interest thereon at the rate of 6% per annum the parties of the first part covenant to repay one year from the date hereof; and in the meanwhile the parties of the first part covenant to pay the sum of $100.00 per month beginning one month from the date hereof, to be applied first to accrued interest; then to principal.

And to better secure the prompt payment as aforesaid, this mortgage is made.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said parties of the first part, mortgagors

do grant and convey unto Ashburton Building & Loan Asso., Inc., its successors heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Anne Arundel County aforesaid, and described as follows, to wit:—Beginning for the same on the northwest side of the Crain Highway at the distance of 200 feet southwesterly from the southernmost corner of a lot of ground conveyed to Theresa M. Wendt by William G. Williams & Mary Louise Williams, his wife, by Deed dated February 18, 1924 and recorded in Anne Arundel County in Liber WNW 85 folio 332 and running thence along said highway southwesterly 100 feet; thence at a right angle thereto northwesterly 407 feet; thence northeasterly 101 1/2 feet to intersect a line drawn northwesterly at right angles with the said Crain Highway from the place of beginning and binding on said line southeasterly 426 feet to the place of the beginning. Containing .95 of an acre more or less. Savings and excepting therefrom so much as was conveyed by Ollie A. Mullenax to the State of Maryland, by deeds dated January 1, 1958 and February 12, 1969 and recorded respectively among the Land Records of Anne Arundel County in Liber GTC 1182 folio 284 and GTC 1274 folio 232.

Being the same property in a deed from Ollie A. Mullenax immediately prior hereto.

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1962 DEC 31 AM 9:24

Def. Exhibit No. "B"

No. A-356 Equity

2

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 Ashburton Building & Loan Asso., Inc. heirs and assigns, forever.

Provided, that if the said first parties, their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of sixty five hundred dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said 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 personal representatives, or assigns, or Eugene Hettleman duly authorized Attorney or Agent of the said Mortgagee, its 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 and 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 executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And 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 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 parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least five 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 executors, administrators or assigns, to the extent of its lien or claim hereunder.

Witness our hands and seals

TEST:

Eugene Hettleman

CIRCLE CONSTRUCTION & DEVELOPMENT CO., INC

by: William Hayes, President [SEAL]

William Hayes [SEAL]

Shirley Hayes [SEAL]

BOOK 1575 PAGE 359

State of Maryland, City of Baltimore, ss:

I Hereby Certify, that on this day of June in the year one thousand nine hundred and sixty two before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William Hayes, President of Circle Construction & Development Co., Inc., mortgagor, and acknowledged the aforegoing mortgage to be the act of said body corporate; also appeared William Hayes & Shirley Hayes, 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 Milton Sommers, President of Ashburton Building & Loan Asso., Inc. and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Eugene Hettleman, Notary Public

Rec'd for record July 3 1962 at 10:17 A.M.

Mailed to Eugene Hettleman

Milit y Affidavit under Soldiers' and lors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

BOOK 147 PAGE 557

ASHBURTON BUILDING AND LOAN ASSOCIATION, INC.

vs.

CIRCLE CONSTRUCTION & DEVELOPMENT CO., INC., a body corporate; and WILLIAM HAYES AND SHIRLEY HAYES, HIS WIFE

IN THE

CIRCUIT COURT ~~No. 2~~

OF

~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY IN EQUITY

Docket ..... Folio .....
Case No. 15,356 Equity
Filed .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared ALBERT F. REISFELD

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

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

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

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

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

Albert F. Reisfeld
Affiant.

Subscribed and sworn to before me this 26th day of December 1962.

Margaret J. Perona
Notary Public

FILED

1962 DEC 31 AM 9:24

- 6

STATEMENT OF MORTGAGE CLAIM

BOOK 147 PAGE 558

ASHBURTON BUILDING AND LOAN ASSOCIATION, INC.

vs.

CIRCLE CONSTRUCTION AND DEVELOPMENT CO., INC., A BODY CORPORATE; AND WILLIAM HAYES AND SHIRLEY HAYES, HIS WIFE

DOCKET ..... FOLIO .....
CASE NO. 15,356 Equity
FILED .....

IN THE

CIRCUIT COURT ~~No. 2~~

—OF—

ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
IN EQUITY

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage Loan	$6500.00
Less total amount of dues paid by the borrowers	171.12
Principal balance	$6328.88
Total amount paid into Expense Account	0
Total amount due Principal	$6328.88
Interest for 3 months at $33.28 per month up to 12/27/1962	99.84
Fines for 3 months	18.00
Total balance due on mortgage to 12/27/1962	$6446.73

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 26th day of December in the year nineteen hundred and Sixty-two, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Albert F. Reisfeld, Attorney, representing Ashburton Building and Loan Association, Inc.,

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

As witness my hand and Notarial Seal,

Margaret K. Pearson
Notary Public.

FILED
1962 DEC 31 AM 9:24

Decree in Circuit Court No. 2 of Baltimore City.

ASHBURTON BUILDING AND LOAN ASSOCIATION, INC.

vs.

CIRCLE CONSTRUCTION & DEVELOPMENT CO., INC., a body corporate; and WILLIAM HAYES AND SHIRLEY HAYES, HIS WIFE

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

CASE No. 15356 Equity

FILED .....

BOOK 147 PAGE 559

IN THE

Circuit Court ~~No. 2~~

—OF—

~~BALTIMORE CITY.~~ ANNE ARUNDEL COUNTY

IN EQUITY

TERM, 1962

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 2nd day of January in the year of Anne Arundel County nineteen hundred and sixty three, by the Circuit Court ~~No. 2 of Baltimore City~~, 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 Albert Reisfeld be and he is hereby appointed Trustee to make said sale, and that the course and manner of the proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $6500.00 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 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 such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their right, title and interest 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.

FILED

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George Sothoron
Judge

8

Trustee's Bond

BOOK 12 PAGE 27

No. 15,356 Equity

KNOW ALL MEN BY THESE PRESENTS:

BOOK 147 PAGE 560

THAT WE Albert F. Reisfeld

Baltimore, Maryland as principal,

and The Fidelity and Casualty Company of New York a corporation of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Sixty-five Hundred and no/100---------- Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 22nd day of April in the year of our Lord one thousand nine hundred and sixty-three.

WHEREAS, the above bounden Albert F. Reisfeld by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County has been appointed trustee to sell Property conveyed by Ollie A. Mullenax, widow, to Circle Construction and Developement Company, Inc., by deed dated 6/28/62, and recorded among the aforesaid Land Records in Liber GTC No. 1575, folio 356, fronting on both North and South bound lanes of Maryland Rt. 3, just south ~~mentioned in the proceedings in the case of~~ of Maryland Rt. 175 mentioned in the proceeding in the case of:

Ashburton Building & Loan Association, Inc.

vs

Circle Construction and Development Company, Inc., a body Corporate & William Hayes and Shirley Hayes

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Albert F. Reisfeld 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

Anne Lathroum

Anne Lathroum, as to surety

Albert F. Reisfeld (SEAL)

(SEAL)

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK (SEAL)

Robert S. Zetzer, Attorney-in-Fact (SEAL)

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the Fidelity and Casualty Company of New York a corporation of the State of New York does hereby constitute and appoint Arthur F. Timmins and/or Robert A. Sheridan and/or Earl W. Ussery and/or L. Dale Jefferson and/or Robert S. Zetzer its attorney ~~in fact~~ to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney ~~in fact~~ shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said Surety duly affixed by its Vice-President and attested by its ~~Assistant~~ Secretary, this 31st day of January, 19~~63~~ 63

By: Carroll R. Young, *Vice President*

ATTEST: A. J. Miller, *~~Assistant~~ Secretary*

Bond approved this 22 day of April, 1963

Louis N. Phipps, Clerk

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

January 31, 1963

A. J. Miller, *~~Assistant~~ Secretary*

FILED

1963 APR 22 AM 11:08

STATEMENT OF MORTGA) CLAIM

BOOK 147 PAGE 561

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

CASE NO. 15,356

FILED .....

Ashburton Building and Loan Association, Inc

vs.

Circle Construction and Development Company, Inc. William Hayes and Shirley Hayes, His Wife

/ AMENDED

IN THE

CIRCUIT COURT No. 2

—OF—

BALTIMORE CITY

STATEMENT OF MORTGAGE DEBT

Amount of Loan 6/27/62	$6500.00
Less amount of dues paid by Borrowers	292.56
	$6207.44
Paid out of Expense Account	8.27
	$6215.71
Interest for 5 months to 4/27/63	163.80
Fines	30.00
Balance due	$6409.51

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 18th day of April 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 Albert F. Reisfeld, Attorney for Ashburton Building and Loan Association, Inc.,

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

As witness my hand and Notarial Seal,

Margaret J. Revere
Notary Public. 5.6.63

FILED
1963 MAY 10 AM 10:56

16

REPORT OF SALE

ASHBURTON BUILDING AND LOAN ASSOCIATION, INC.

vs.

CIRCLE CONSTRUCTION AND DEVELOPMENT COMPANY, INC.,

WILLIAM HAYES AND SHIRLEY HAYES, HIS WIFE

DOCKET ..... FOLIO .....
CASE NO. 15356
FILED ..... BOOK 147 PAGE 562

IN THE

CIRCUIT COURT No. 2

—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 ALBERT F. REISFELD, ATTORNEY,

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

property as set forth and so advertised in attached clipping

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 ~~XXXXXXXXXXXX~~ CAPITOL GAZETTE PRESS, a weekly newspaper printed in Annapolis, Maryland

City of Annapolis

weekly ~~daily~~ newspaper published in ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustee Albert F. Reisfeld did pursuant to said notice on the day of 19 63 at 11.30 o'clock A M. attend on the premises and then and there sold all of the real estate including improvements therein as set forth in advertisement in Capitol Gazette Press, (attached clipping of said add, being attached hereto) to Ashburton Building and Loan Association, Inc., at and for the price of Forty-six hundred ($4600.00) dollars.

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 9th day of May 19 63 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Albert F. Reisfeld,

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,

Helen Hochman
Helen Hochman *Notary Public.*

FILED
1963 MAY 10 AM 10:55

AUCTION SALE

of Valuable Fee Simple

Real Estate, Crain Highway

Under and by virtue of the power of sale contained in a mortgage from Circle Construction and Development Company, Inc., a body corporate, and William Hayes and Shirley Hayes, his wife, to Ashburton Building & Loan Association, Inc,, dated June 28th, 1962 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1575, folio 357, the undersigned assignee will offer for sale at public auction on the premises on

Monday, April 22, 1963

AT 11 O'CLOCK A.M.

All that lot or parcel of ground situate on the NW side of Crain Highway at the distance of 200 ft. SW from the southernmost corner of a lot of ground conveyed to Theresa M. Wendt by William G. Williams and Mary Louise Williams, his wife, by deed dated February 18th, 1924 and recorded among the Land Records of Anne Arundel County in Liber WNW No. 85, folio 332 and running thence along said highway SW 100 ft.; thence at a right angle thereto NW 407 ft.; thence NE 101.5 ft. to intersect a line drawn NW at a right angle with said Crain Highway from the place of beginning and binding on said line SE 426 ft. to the place of beginning. Containing .95 acres more or less. Saving and excepting therefrom so much as was conveyed by Ollie A. Mullenax to the State of Maryland by deeds dated January 1, 1958 and February 12, 1959 and recorded respectively among the aforesaid Land Records in Liber GTC No. 1182, folio 284 and Liber GTC No. 1274, folio 232. Being the same property conveyed by Ollie A. Mullenax, widow, to Circle Construction and Development Company, Inc. by deed dated June 28th, 1962 and recorded among the foresaid Land Records in Liber GTC No. 1575, folio 356. This property fronts on both north and south bound lanes of Md. Rt. 3 just south of Md. Rt. 175, and four properties North of the Bon Fire Restaurant.

IMPROVEMENTS — 2 story frame dwelling, 6 rooms and bath, modern conveniences.

TERMS OF SALE — A deposit of $500.00 will be required of the purchaser on the day of sale, balance to be paid upon the ratification of the sale or all cash at the option of the buyer; deferred payments to be secured to the satisfaction of the said attorney and to bear interest at the rate of 6% from the day of sale.

Taxes and other liens to be adjusted as of the day of sale.

For further particulars apply,
Albert Reisfeld,
Esquire Trustee

100 St. Paul
Baltimore 2, Maryland
phone SA. 7-5671

ROBERT H. CAMPBELL—Auctioneer

FILED

1963 MAY 10 AM 10:56

18 Bwb page 121

ORDER NISI

ASHBURTON BUILDING AND LOAN ASSOCIATION, INC.

versus

CIRCLE CONSTRUCTION AND DEVELOPMENT COMPANY, INC., WILLIAM HAYES and SHIRLEY HAYES, his wife

BOOK 147 PAGE 564

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,356 Equity

Ordered, this 10th day of May, 1963, That the sale of the property in these proceedings mentioned made and reported by Albert F. Reisfeld, Attorney

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

The report states that the amount of sale was $ 4,600.00

Louis N. Phipps Clerk.

True Copy,

Albert F. Reisfeld, Atty.
(Final Order)

TEST: Maryland Gazette (for May 16 edition) Clerk.

ASHBURTON BUILDING AND LOAN ASSOCIATION, INC.

versus

CIRCLE CONSTRUCTION AND DEVELOPMENT COMPANY, INC., WILLIAM HAYES AND SHIRLEY HAYES, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th 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.

FILED

1963 JUN 25 AM 10:53

12

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,356 Equity

ASHBURTON BUILDING AND LOAN ASSOCIATION, INC.
versus
CIRCLE CONSTRUCTION AND DEVELOPMENT COMPANY, INC., WILLIAM and SHIRLEY HAYES, his wife

Ordered, this 10th day of May, 1963, That the sale of the property in these proceedings mentioned made and reportd by Albert F. Reisfeld, Attorney BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th 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 17th day of June next.

The report states that the amount of sale was $4.600.00

LOUIS N. PHIPPS Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk.
Ju-6

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq 15,356
Circle Construction Development Company, Inc. "William Hayes"

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of June, 1963. The first insertion being made the 16th day of May, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 2991 I

13

BOOK 147 PAGE 565

FILED JUN 10 1963 3:35 PM

Equity #15,356

BOOK 147 PAGE 566

STATE OF MARYLAND, Baltimore City, Sct.:

I HEREBY CERTIFY, That on this 17th DAY OF June 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City AFORESAID, personally appeared Milton Sommers, President of Ashburton Bldg & Loan Assn, 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, and that he has not directly or indirectly discouraged anyone from bidding for the said real estate mentioned in the said Report of Sale.

Milton Sommers Pres.

Purchaser Ashburton Bldg & Loan Assn Inc

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 JUN 21 AM 9:37

14

BOOK 147 PAGE 567

In the Case of

ASHBURTON BUILDING AND LOAN ASSOCIATION, INC.

VS.

CIRCLE CONSTRUCTION AND DEVELOPMENT CO., INC., ET AL

In the

Circuit Court

For

Anne Arundel County

No. 15,356 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 JUL 31 PM 2:21 FILED

All of which is respectfully submitted.

Auditor.

July 31, 1963

FINAL ORDER

ORDERED BY THE COURT, this 16th day of August, 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. Jankowski, deputy

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1963 AUG 16 PM 12:21

15

Dr. Mortgaged Real Estate of Circle Construction & Development Co., Inc. and William Hayes and Shirley Hayes, His Wife

BOOK 147 PAGE 568

In Acct. with Albert Reisfeld, Trustee

				Cr.	
By	Amount of Sale, as per Trustee's Report of Sale filed		4600 00		
By	Interest, 6%, on deferred payment, $4,100.00 from 4/22/63 to 7/16/63		64 30		
				4664	30
To	Trustee, for fee, viz	100 00			
To	Trustee, for commissions, viz	168 00			
			268 00		
To	Trustee, for Court costs, viz				
	Plaintiff's Solicitor, appearance fee	10 00			
	Defendant's Solicitor, appearance fee	10 00			
	Conchita Tuers, Stenographer	10 00			
	Clerk, Court costs	32 75			
	Auditor, this account	22 50			
			85 25		
To	Trustee, for expenses, viz				
	Capital-Gazette Press, Inc.				
	Advertising & Nisi Sale	207 96			
	Sunpapers----Advertising---Sale	101 10			
	Fidelity & Casualty Company----Bond	26 00			
	Robert H. Campbell----Auctioneer's fee	50 00			
	Adjustment, 1963 taxes, 1/1/63 to 4/29/63	20 21			
	½ Federal & State Revenue stamps	8 25			
			413 52		
To	Ashburton Bldg. & Loan Assoc., Inc., Mortgagee, on account of Mortgage claim		3897 53		
				4664	30
	Balance due on Mortgage, as per claim filed	6409 51			
	Interest, 6%, on principal balance $6,215.71 from 4/28/63 to 8/15/63	114 28			
		6523 79			
	Credit amount allowed above	3897 53			

This amount subject to decree in personam	2626	26				

WINSTON G. GOTT, JR., TRUSTEE Church Circle Annapolis, Maryland	:	IN THE
Petitioner	:	
vs.	:	CIRCUIT COURT
JOHN W. DENNISON Pine Whiff Beach Edgewater, Maryland	:	FOR
and	:	ANNE ARUNDEL COUNTY
NORMA L. DENNISON, Wife % Mr. & Mrs. Robert E. Crawford Box 168, Rte 1 Fairfax Station, Virginia	:	EQUITY NO. # 15,162
Respondents	:	

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

PETITION TO FORECLOSE
DEED OF TRUST

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Winston G. Gott, Jr., Trustee, Complainant, by Frank B. Walsh, Jr., his Attorney, respectfully represents:

1. That on the 13th day of August, 1959, the respondents, John W. Dennison and Norma L. Dennison, his wife, in order to secure the payments of a promissory note (a certified copy of said note being attached hereto marked Exhibit "A", and to be deemed a part hereof) to Louis Marinaccio and Emma Marinaccio, his wife, made, executed, and delivered to Winston G. Gott, Jr., as trustee, a deed of trust which was duly acknowledged and certified so as to entitle it to be recorded; that the same was thereafter, to wit, on August 13, 1959 at 12:49 P.M., duly recorded in the Land Records of Anne Arundel County in Liber G.T.C. 1321, folio 494, the said deed being annexed hereto, marked Exhibit "B", and made a part hereof.

2. That the respondents are in default in the payments of principal and interest mentioned in said deed of trust and that there now remains due and unpaid from the said respondents the sum

FRANK B. WALSH, JR.
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

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of Five Thousand Three Hundred Seventy Two dollars and forty three cents ($5,372.43).

3. That default has been made in the terms and provisions of said deed of trust in that the State and County taxes due upon said property for the fiscal years 1961 and 1962 were not paid and said taxes are now delinquent and unpaid.

4. That it was covenanted and agreed in and by the said deed of trust that the respondents would keep the buildings and improvements insured against loss of fire, but that the respondents have neglected, failed and refused to insure said buildings and improvements against loss or damage by fire.

WHEREFORE, the Petitioner prays:

(a) That the Court determine and fix the amount of the debt, interests and costs now due under said deed of trust.

(b) That the Court provide a reasonable time within which payment of the debt, interest and costs, may be made.

(c) That in case payment is not made within the time so fixed by this Court, that all or such part of the property be sold as may be necessary to satisfy the amount so found to be due.

(d) And for such other and further relief as his case may require.

Winston G. Gott, Jr.
Petitioner

Frank B. Walsh, Jr.

Frank B. Walsh, Jr.
15 School Street
Annapolis, Maryland
Colonial 3-2001

FRANK B. WALSH, JR.
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

BOOK 147 PAGE 572

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

I HEREBY CERTIFY, that on this 28th day of August, 1962, before me, the subscriber, a Notaty Public in and for the State and County aforesaid, personally appeared Winston G. Gott, Jr., Plaintiff in the foregoing cause, and he made oath in due form of law that the matters and facts set forth in the foregoing Petition to Foreclose Deed of Trust are true to the best of his knowledge and belief.

Witness, my hand and Notarial Seal.

Frank B. Walsh Jr.

Frank B. Walsh, Jr.
Notary Public
Commission Expires May 6, 1963

FRANK B. WALSH, JR.
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

3

Exhibit "A"

No. 15,162 Equity

BOOK 147 PAGE 573

AFFIDAVIT OF LOUIS MARINACCIO

District of Columbia, SS:

Louis Marinaccio, under oath, states the following:

1. Lots 35, 36 and 37, Pine Wiff Beach, Belmont Drive, Edgewater, Maryland, were sold by my wife, Emma Marinaccio, and me, to John W. Dennison on July 30, 1959.

2. The aforementioned John W. Dennison and Norma L. Dennison executed a promissory note, secured by a deed of trust, for the benefit of my wife and me. A copy of the said promissory note is attached to this affidavit.

3. The attached copy of the promissory note, the original of which is held by the collecting agent, The Security Bank, shows the payments which were received and the amount credited to principal and interest.

4. As of August 1962, the Dennisons are $365 in arrears in payments on the aforementioned promissory note. As shown by the said promissory note, the Dennisons have paid $1,620 toward the retirement of the debt, whereas they were obligated to pay $1,980 as of this date.

5. The Dennisons have not paid the 1961 and 1962 real estate taxes, assessed on the property in question, in accordance with the aforementioned deed of trust. Moreover, the Dennisons have not kept the property insured as provided for in the deed of trust.

6. Numerous requests have been made upon the Dennisons to comply with the provisiins of the promissory note and deed of trust.

Louis Marinaccio
LOUIS MARINACCIO

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

C. C. Guertler
Notary Public, D. C.

My commission expires:
C. C. GUERTLER, NOTARY PUBLIC, D. C.
My Commission Expires Nov. 30, 1965

5

Law Reporter Blank No. 413

DEED OF TRUST NOTE—INSTALLMENT

BOOK 147 PAGE 575

GIVEN FOR ON LOT 35, 36, and 37 Square AND SECURED BY 1st DEED OF TRUST Pine Whiff Beach, Anne Arundel County, Maryland

Victor R. Belcastro AND Winson G. Gott, Jr. TRUSTEES.

SUBJECT TO A FIRST TRUST FOR $ ..... DATED ..... 19.....

AT .....% PLACED BY .....

$6,000.00 August 11, 1959

For Value Received We, John W. Dennison & Norma L. Dennison promise to pay to the order of Louis Marinaccio and Emma Marinaccio, his wife the sum of Six Thousand---------- DOLLARS,

with interest until paid at the rate of 6 per centum per annum.

Said principal and interest payable in monthly installments of Fifty-Five ($55.00)---------- DOLLARS (~~with the privilege of making larger payments in any amount~~ no privilege of prepayment until five years after date; then prepayment privilege in an amount not to exceed fifteen percent in any one year.), on the 13th day of each and every month after date, until paid; each installment, when so paid, to be applied: first, to the payment of the interest on the amount of principal remaining unpaid, and the balance thereof credited to the principal.

And it is expressly agreed that if default be made in the payment of any one of the aforesaid installments when and as the same shall become due and payable, then and in that event, the unpaid balance of the aforesaid principal sum and accrued interest shall at the option of the holder hereof at once become and be due and payable.

This is to certify that this is the note described in a Deed of Trust to the Trustees named hereon, and bearing even date herewith. Said Deed of Trust and note having been executed in my presence.

Mary S. Beard

John W. Dennison
JOHN W. DENNISON

Norma L. Dennison
NORMA L. DENNISON, wife

Address Pine Whiff Beach Edgewater Md

☞ Retain this note after payment that the Trustees may be satisfied as to its cancellation when a release is desired.

wife pay last of mo. Belmont Dr Rt 2

PAYMENTS ON ACCOUNT OF ABOVE NOTE, AND INTEREST, ARE ACKNOWLEDGED AS FOLLOWS:

Date of Payment	Interest Due	To Principal	Balance Principal Due	Date of Payment	Interest Due	To Principal	Balance Principal Due
19				19			
SEP 21 1959	32 00	23 00	5977 00	JAN - 9 1962	27 68	27 92	5484 7
OCT 28 1959	29 89	25 11	5951 89	MAR - 5 1962	54 84	55 16	5429 5
DEC - 1 1959	29 76	25 24	5926 65	APR 24 1962	27 15	27 85	5401 6
JAN - 8 1960	55 00	—	5926 65	MAY 14 1962	27 01	27 99	5373 7
FEB - 8 1960	33 89	21 11	5905 54	JUL - [illegible]	50 73	1 27	5372 4
MAR 14 1960	29 53	25 47	5880 07				
APR - 8 1960	29 40	25 60	5854 47				
MAY 18 1960	29 27	25 73	5828 74				
JUN - 2 1960	29 14	25 86	5802 88				
JUL 18 1960	29 01	15 99	5786 89 45				
AUG - 8 1960	28 93	31 07	5755 82 00				
SEP 19 1960	28 78	26 22	5729 60				
OCT 24 1960	28 65	26 35	5703 25				
DEC - 9 1960	55 —	—	5703 25				
DEC 27 1960	20 38	57 97	5645 28				
FEB 17 1961	25 —	—	5645 28				
MAR - 3 1961	28 45	1 55	5643 73				
APR - 4 1961	50 —	—	5643 73				
APR 17 1961	6 43	53 57	5590 16				
JUN - 2 1961	27 95	27 05	5563 11				
JUL - 7 1961	55 63	4 37	5558 74				
SEP 7 1961	55 58	19 42	5539 32				
OCT 30 1961	27 70	27 30	5512 02				
DEC - 6 1961	55 00	—	5512 02				

Exhibit 15

MARYLAND DEED OF TRUST

Law Reporter Blank No. 102

BOOK 147 PAGE 576
BOOK 1321 PAGE 491

No. 15,162 Equity

This Deed

Made this 13th *day of* August *, A. D. 19* 59 *, by and between*

JOHN W. DENNISON and NORMA L. DENNISON, his wife as tenants by the entirety

parties of the first part, and

VICTOR R. BELCASTRO and WILSON G. GOTT, JR., Trustees

parties of the second part:

Whereas, John W. Dennison and Norma L. Dennison are *justly indebted unto* Louis Marinaccio and Emma Marinaccio, his wife *in the full sum of* Six Thousand ($6,000.00)----------*Dollars*

for which they have executed and delivered their one certain promissory note of even date herewith with interest at the rate of 6% per annum. Said principal and interest payable in monthly installments of Fifty-Five Dollars ($55.00) per month until paid, with no privilege of making larger payments until after five years from the date of said promissory note after which the note may be prepaid at a rate not to exceed Fifteen percent of the outstanding principal in any one year. As each installment is paid, the amount shall first be used for the payment of interest due on the amount of the principal remaining unpaid and the balance thereof shall be credited to the principal. It is expressly agreed that if default be made in the payment of any one of the aforesaid installments when and as the same should become due and payable, then and in that event, the unpaid balance of the aforesaid principal sum and accrued interest shall at the option of the holder hereof at once become due and payable.

And Whereas, *the parties of the first part desire 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 parties 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 parties of the first part, in consideration of the premises, and of one dollar lawful money of the United States of*

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America to them *in hand paid by the parties of the second part the receipt of which before the sealing and delivery of these presents is hereby acknowledged have granted and do hereby grant unto the parties of the second part the following described land and premises, situate in the County of State of Maryland, known and distinguished as*

All those lots, pieces or parcels of ground situate, lying and being in the first Election District of Anne Arundel County, State of Maryland, designated as Lots Nos. 35, 36, and 37 on the Plat of Pine Whiff Beach, said plat being recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 3, Folio 2, now filed in Cabinet No. 1 Rod X. Plat No. 2, the said two lots having a frontage of 108.9 feet, more or less, on Belmont Road, as shown on the aforesaid plat.

Being a part of the same property which was conveyed to the said Frank Bernard by Fannie S. Curtis, unmarried, by deed dated the 6th day of July, Nineteen hundred and thirty six, and recorded among the aforesaid Land Records in Liber F.A.M. 151 folio 557.

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

In and Upon the Trusts, Nevertheless, *hereinafter declared; that is to say: IN TRUST to permit said* parties of the first part, their heirs, *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 this their sole use and benefit, until default be made in the payment of said promissory note hereby secured or any installment of interest thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same 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* parties of the first part, their heirs

or assigns, at their cost.

And Upon This Further Trust, *upon any default or failure being made in the payment of* said *note or of any installment of principal or interest thereon, when and as the same shall become due and payable, or upon default being made in the payment, after demand therefor, of any money advanced as herein provided for, or of any proper cost, charge, commission, or expense in and about the same, then and at any time thereafter the said part*ies *of the second part* or the survivor of them *or the trustee acting in the execution of this trust shall have the power and it shall be* their *or his duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the part* ies *of the second part* or the survivor of them *or the trustee acting in the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost, of the purchaser, or purchasers thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale or sales:* FIRSTLY, *to pay all proper costs, charges, and expenses, including all fees and costs herein provided for, and all moneys advanced for taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission of* five *per centum on the amount of the said sale or sales:* SECONDLY, *to pay whatever may then remain unpaid of said* promissory *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 said* parties of the first part, their heirs, *or assigns, upon the delivery and surrender to the purchaser, his, her or their heirs or assigns, of possession of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.*

And *the said* parties of the first part, their heirs or assigns *do hereby agree at* their *own cost, during all the time wherein any part of the matter hereby secured shall be unsettled or unpaid to keep the said improvements insured against loss by fire in the full sum of* Six Thousand----------*dollars, in the name and to the satisfaction of the part* ies *of the second part, or substituted trustee, in such fire insurance company or companies as the said part* ies *of the second part may select, who shall apply whatever may be received therefrom to the payment of the matter hereby secured, whether due or not, unless the party entitled to receive shall waive the right to have the same so applied; and also to pay all taxes and assessments, both general and special, that may be assessed against, or become due on said land and premises during the continuance of this trust and that upon any neglect or default to so insure, or to pay taxes and assessments, any party hereby secured may have said improvements insured and pay said taxes and assessments, and the expenses thereof shall be a charge hereby secured and bear interest at the rate of six per centum per annum from the time of such payment.*

And *it is further agreed 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 the commission above provided, to be computed on the amount of the debt hereby secured.*

And *the said part* ies *of the first part covenant that* they *will warrant specially the land and premises hereby conveyed, and that* they *will execute such further assurances of said land as may be requisite or necessary.*

In Witness Whereof, *the said part* ies *of the first part ha* ve *hereunto set* their *hand and seal on the day and year first hereinbefore written.*

Signed, sealed and delivered in the presence of—

[signature] [SEAL]

[signature] [SEAL]

[SEAL]

[SEAL]

10

BOOK 1321 PAGE 494 BOOK 147 PAGE 579

STATE OF MARYLAND
ANNE ARUNDEL COUNTY } ss:

I Hereby Certify *that on this* 13th *day of* August 19 59 *, before the subscriber, a*

personally appeared John W. Dennison and Norma L. Dennison, his wife *and*

~~wife~~ *and did each acknowledge*

the aforesaid Deed to be their *act.*

In Testimony Whereof, *I have affixed my official seal this*

day of August *, A. D. 19* 59 .

1000

Winson G. Gott, Jr., Notary Public

Rec'd for record Aug. 13, 1959 at 12:49 P.M.
Mailed to Winson G. Gott, Jr.

Deed of Trust

MARYLAND

John W. Dennison and

Norma L. Dennison, his wife

TO

Victor R. Belcastro and

Winson G. Gott, Jr.

Trustees.

Received for Record on the 13 day of AUG A.D. 1959 at 12:49 P.M. and recorded in Liber No. 1321 Folio 494 of the Land Records for Anne Arundel County, State of Maryland.

GEO. F. CHAMBELL, CLERK

Clerk.

1000

Printed by Law Reporter Printing Co., 518 5th St., Wash., D.C.

BOOK 147 PAGE 580

Winston G. Gott, Jr., Trustee
Church Circle
Annapolis, Maryland

Petitioner

vs.

John W. Dennison
Pine Whiff Beach
Edgewater, Maryland

and

Norma L. Dennison, Wife
% Mr. & Mrs. Robert E. Crawford
Box 168, Rte 1
Fairfax Station, Virginia

Respondents

: IN THE
:
: CIRCUIT COURT
:
: FOR
:
: ANNE ARUNDEL COUNTY
:
: EQUITY NO. 15162

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

PETITION FOR LEAVE TO AMEND

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Winston G. Gott, Jr., by Frank B. Walsh, Jr., his Attorney, saying:

1. That your petitioner filed with this Honorable Court a Petition to foreclose a deed of trust.

2. That is has come to the attention of the Attorney for the petitioner that certain parts of the petition are defective in form.

WHEREFORE: Your petitioner asks leave of Court to Amend the above referred to Petition.

FRANK B. WALSH, JR.
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

Frank B. Walsh, Jr.
Frank B. Walsh, Jr.
Attorney for Plaintiff

ORDER

Upon consideration of the aforegoing Petition for Leave to Amend, it is this 18th day of September, 1962, ordered that the petitioner be allowed to Amend the Petition for foreclosure of a deed of trust, as prayed.

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1962 SEP 18 PM 1:05

George Sachse
JUDGE

11

BOOK 147 PAGE 581

Winston G. Gott, Jr. Trustee Church Circle Annapolis, Maryland	:	IN THE
Petitioner	:	CIRCUIT COURT
vs.	:	
John W. Dennison Pine Whiff Beach Edgewater, Maryland	:	FOR
and	:	ANNE ARUNDEL COUNTY
Norma L. Dennison, Wife % Mr. & Mrs. Robert E. Crawford Box 168, Rte 1 Fairfax Station, Virginia	:	
Respondents	:	EQUITY No. 15,162

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

AMENDED PETITION TO FORECLOSE

DEED OF TRUST

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Winston G. Gott, Jr. Trustee, Complainant, by Frank B. Walsh, Jr., his Attorney, respectfully represents:

1. That on the 13th day of August, 1959, the respondents, John W. Dennison and Norma L. Dennison, his wife, in order to secure the payments of a promissory note (a certified copy of said note filed previously and marked Exhibit "A", and to be deemed a part hereof) to Louis Marinaccio and Emma Marinaccio, his wife, made, executed, and delivered to Winston G. Gott, Jr., as trustee, a deed of trust which was duly acknowledged and certified so as to entitle it to be recorded; that the same was thereafter, to wit, on August 13, 1959 at 12:40 P.M., duly recorded in the Land Records of Anne Arundel County in Liber G.T.C. 1321, folio 494. the said deed filed previously and marked Exhibit "B", and to be deemed a part hereof.

FRANK B. WALSH, JR.
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

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2. That the respondents are in default in the payments of principal and interest mentioned in said deed of trust and that there now remains due and unpaid from the said respondents the sum of Five Thousand Three Hundred Seventy Two dollars and forty three cents ($5,372.43).

3. That default has been made in the terms and provisions of said deed of trust in that the State and County taxes due upon said property for the fiscal years 1961 and 1962 were not paid and said taxes are now delinquent and unpaid.

4. That it was covenanted and agreed in and by the said deed of trust that the respondents would keep the buildings and improvements insured against loss of fire, but that the respondents have neglected, failed and refused to insure said buildings and improvements against loss or damage by fire.

WHEREFORE, the Petitioner prays:

(a) That Winston G. Gott, Jr., be appointed trustee to foreclose under the said deed of trust.

(b) And for such other and further relief as his case may require.

Winston G. Gott, Jr.
Petitioner

FRANK B. WALSH, JR.
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

Frank B. Walsh, Jr.
15 School Street
Annapolis, Md.
Colonial 3-2001

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

I HEREBY CERTIFY, that on this 17th day of September, 1962, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Winston G. Gott, Jr., Plaintiff in the foregoing cause, and he made oath in due form of law that the matters and facts set forth in the foregoing Petition to Foreclose Deed of Trust are true to the best of his knowledge and belief.

Witness, my hand and Notarial Seal.

NOTARY PUBLIC ANNE ARUNDEL CO.

Frank B. Walsh, Jr.
Notary

13

BOOK 147 PAGE 583

Winston G. Gott, Jr. : IN THE

Plaintiff :

: CIRCUIT COURT

vs. :

John N. Dennison and : FOR
Norma L. Dennison, wife :

ANNE ARUNDEL COUNTY

Defendants :

: EQUITY NO. 15,162

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

DECREE

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

It, is, Thereupon, This 25 day of September, in the year nineteen hundred and sixty-two, by the Circuit Court for 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 deed of trust filed for the forfeiture of said deed of trust. That Winston G. Gott, Jr. be, and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall 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 Fifty five hundred dollars, conditioned for the faithful performances of the trust reposed in him by this decree, or to be reposed in him by a future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale,

FRANK B. WALSH, JR.
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

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14

which shall be cash, deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest of six per cent (6%) 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 or obtaining the Court's ratification of the sale, and or 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 purchaser or purchasers, his, her or their personal representative 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 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 claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse
Judge

FRANK B. WALSH, JR.
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

FILED

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15

No. 15,162 Equity

GLOBE INDEMNITY COMPANY

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

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

Bond No.

BER 11 PAGE 453

Equity #15,162

BOOK 147 PAGE 585

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Winston G. Gott, Jr. of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of **Five Thousand Five Hundred Dollars** ($5,500.00), current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and weverally, firmly by these presents.

SEALED with our seals and dated this 25th day of September, 1962.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Winston G. Gott, Jr. vs. John W. Dennison and Norma L. Dennison, his wife, dated September 25, 1962, Winston G. Gott, Jr. was appointed Trustee to make sale of the property described in said proceedings, and the said Winston G. Gott, Jr. is about to execute said power and make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

Winston G. Gott, Jr. (Seal)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

WITNESS:
Ethel M. Carle
Ethel M. Carle

Bond approved this 25th day of September, 1962
Louis N. Phipps, Clerk

FILED

14

ROBERT H. CAMPBELL - - - - Auctioneer

TRUSTEES' SALE

OF VALUABLE

Improved Real Estate

IN THE FIRST ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

BOOK 147 PAGE 586

Under and by virtue of a decree of the Circuit Court for Anne Arundel County dated the 25th day of September, 1962, and passed in a cause therein pending wherein Winston G. Gott, Jr., was plaintiff and John W. Dennison and Norma L. Dennison, his wife, were defendants, the same being No. 15,162 Equity, the undersigned was duly appointed trustee to sell the real estate therein mentioned, at public sale to the highest bidder, said sale to be held at the Court House door in the City of Annapolis, Maryland, on

TUESDAY, OCTOBER 23, 1962

AT 1:00 P.M.

Being all those lots, pieces or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, designated as Lots Nos. 35, 36 and 37 on the plat of Pine Whiff Beach, said plat being recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 2, now filed in Cabinet No. 1, Rod X, Plat No. 2, the said two lots having a frontage of 108.9 feet, more or less, on Belmont Road as shown on the aforesaid plat.

Being that property conveyed to Winston G. Gott, Jr., Trustee, by John W. Dennison and Norma L. Dennison, his wife, by deed of trust dated August 13, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1321, Folio 494.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of said sale by the Circuit Court for Anne Arundel County, 6% interest to be paid on unpaid purchase price from date of sale to date of settlement. Taxes and other liens to be adjusted as of the day of sale.

For further particulars call Frank B. Walsh, Jr., or Winston G. Gott, Jr.

FILED

1962 OCT 23 PM 3:09

WINSTON G. GOTT, JR., Trustee

FRANK B. WALSH, JR., Attorney

17

BOOK 147 PAGE 587

Winston G. Gott, Jr. Trustee Church Circle Annapolis, Maryland	:	IN THE
Petitioner	:	CIRCUIT COURT
vs.	:	FOR
John W. Dennison Pine Whiff Beach Edgewater, Maryland	:	ANNE ARUNDEL COUNTY
and	:	
Norma L. Dennison, Wife % Mr. & Mrs. Robert E. Crawford Box 168, Rte 1 Fairfax Station, Virginia	:	EQUITY NO. 15, 162

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

AFFIDAVIT OF PURCHASER

ANNE ARUNDEL COUNTY, STATE OF MARYLAND, TO WIT:

Louis Marinaccio, being first duly sworn and on oath deposes and says that he is the purchaser of the property herein sold by Winston G. Gott, Jr, Trustee, at Public Auction; that no other persons are interested as principals, that he was acting for himself and not as agent for anyone; that he has not directly or indirectly discouraged anyone from bidding for said property; and that he believes the sale to have been fairly and properly made.

Louis Marinaccio

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

Frank B Walsh Jr.
Frank B. Walsh, Jr.
Notary
Commission Expires 5/6/63

FRANK B. WALSH, JR.
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

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BOOK 147 PAGE 588

Winston G. Gott, Jr. Trustee Church Circle Annapolis, Maryland	:	IN THE
Petitioner	:	
vs.	:	CIRCUIT COURT
John W. Dennison Pine Whiff Beach Edgewater, Maryland	:	
and	:	FOR
Norma L. Dennison, Wife % Mr. & Mrs. Robert E. Crawford Box 168, Rte 1 Fairfax Station, Virginia	:	ANNE ARUNDEL COUNTY
	:	EQUITY No. 15,162

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

AFFIDAVIT OF AUCTIONEER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I, ROBERT H. CAMPBELL, Auctioneer, being first duly sworn and under oath, doth depose and say that I was the Auctioneer and did auction at Public Sale at the Court House door in Annapolis, Anne Arundel County, Maryland, on the 23rd day of October, 1962 at 1:00 o'clock P.M., the property mentioned in the foregoing Report of Sale; that I was not acting as agent for anyone other than Winston G. Gott, Jr., Trustee and seller of the property; that I did not discourage anyone from bidding on said property, and that I believe the aforementioned sale to have been fairly and properly made.

Robert H. Campbell
Auctioneer

Sworn and subscribed before me this 23rd day of October, 1962.

Frank B. Walsh, Jr.
Notary
Commission Expires 5/6/63

FILED

1962 OCT 23 PM 3:03

FRANK B. WALSH, JR.
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

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BOOK 147 PAGE 589

WINSTON G. GOTT, JR.	:	IN THE
Trustee	:	CIRCUIT COURT
vs.	:	FOR
JOHN W. DENNISON AND NORMA L. DENNISON, Wife	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 15,162

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

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Winston G. Gott, Jr., Trustee, appointed and authorized by a decree of this Court, passed in the above-entitled cause, to make sale of real estate therein mentioned, respectfully shows:

1. That after having complied with all prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Evening Capital, a daily newspaper published in the City of Annapolis, Anne Arundel County, State of Maryland, for at least three successive weeks before the day of sale, he did, pursuant to said notice, at the Court House Door in Annapolis on October 23, 1962 at 1 o'clock P.M., and then and there proceeded to sell said property in the manner following, that is to say:

FRANK B. WALSH, JR.
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

2. Your trustee offered at public sale to the highest bidder the property mentioned in the said decree, situated in the First Election District of Anne Arundel County, and described as follows:

Being all those lots, pieces or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, designated as Lots Nos. 35,36 and 37 on the plat of Pine Whiff Beach, said plat being recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 2, now filed in Cabinet No. 1, Rod X, Plat No. 2, the said two lots having a frontage of 108.9 feet, more or less, on Belmont Road as shown on the aforesaid plat.

1962 OCT 23 PM 3:03

20

Being that property conveyed to Winston G. Gott, Jr., Trustee, by John W. Dennison and Norma L. Dennison, his wife, by deed of trust dated August 13,1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1321, Folio 494.

3. Your trustee sold the above described property to Louis Marinaccio for the sum of Five Thousand Three Hundred Dollars ($5,300.00), it being at that sum the highest bidder therefore, the terms of said sale being that a deposit of Five Hundred Dollars ($500.00) would be required.

Winston G. Gott, Jr.
Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 23rd day of October, 1962, before me, the subscriber a Notary Public of the State and County aforesaid, personally appeared Winston G. Gott, Jr., Trustee, as mentioned in the foregoing report of sale, and made oath in due form of law that the matters and facts stated in the attached Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly and properly made.

Witness, my hand and Notarial Seal.

FRANK B. WALSH, JR.
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

Lavada Lewis
Notary
Commission Expires 5/6/63

ORDER NISI

WINSTON G. GOTT, JR.

versus

JOHN W. DENNISON and
NORMA L. DENNISON, wife

BOOK 147 PAGE 591
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 15,162 Equity

Ordered, this 23rd day of October, 1962, That the sale of the property in these proceedings mentioned made and reported by Winston G. Gott, Jr., Trustee

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

The report states that the amount of sale was $5,300.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Frank B. Walsh, Jr., Atty.
(Final Order)

Evening Capital (for Oct. 25 Edition)

WINSTON G. GOTT, JR.

versus

JOHN W. DENNISON and
NORMA L. DENNISON, wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th day of November, 1962 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse
JUDGE.

FILED
1962 NOV 29 AM 11:19

2 2

Frank B. Walsh, Jr.
15 School Street
Annapolis, Maryland

TRUSTEE'S SALE

— OF —

Valuable Improved Real Estate

In the first election district of Anne Arundel County.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County dated the 25th day of September, 1962, and passed in a cause therein pending wherein Winston G. Gott, Jr. was plaintiff and John W. Dennison and Norma L. Dennison, his wife, were defendants, the same being No. 15,162 Equity, the undersigned was duly appointed trustee to sell the real estate therein mentioned, at public sale to the highest bidder, said sale to be held at the Court House door in the City of Annapolis, Maryland, on

TUESDAY, OCTOBER 23, 1962

at 1:00 P.M.

Being all those lots, pieces or parcels of ground situate, lying and being in the first Election District of Anne Arundel County, State of Maryland, designated as Lots Nos. 35, 36 and 37 on the plat of Pine Whiff Beach, said plat being recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 2, now filed in Cabinet No. 1, Rod X, Plat No. 2, the said two lots having a frontage of 108.9 feet, more or less, on Belmont Road as shown on the aforesaid plat.

Being that property conveyed to Winston G. Gott, Jr. Trustee, by John W. Dennison and Norma L. Dennison, his wife, by deed of trust dated August 13, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1321, Folio 494.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of said sale by the Circuit Court for Anne Arundel County, 6% interest to be paid on unpaid purchase price from date of sale to date of settement. Taxes and other liens to be adjusted as of the day of sale.

For further particulars call Frank B. Wash, Jr. or Winston G. Gott, Jr.

Winston G. Gott, Jr. Trustee
Frank B. Walsh, Jr. Attorney

ROBERT H. CAMPBELL, Auctioneer

1962 OCT 23 [illegible]

23

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 592

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 23, 1962

We hereby certify, that the annexed

Trustee's Sale

John W. Dennison

Frank B. Walsh, Jr.

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 23rd day of October, 1962. The first insertion being made the 28th day of September, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By Maria Yates

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 593

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 27, 1962

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,162

John W. Dennison

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

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1962 NOV 28 AM 11:11

By H. Tilghman

No. E. C. 33747

24

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,162 Equity
WINSTON G. GOTT, JR.
VERSUS
JOHN W. DENNISON and NORMA L. DENNISON, wife

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

The report states that the amount of sale was $5,300.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

N-15

In the Case of BOOK 147 PAGE 594

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
JOHN W. DENNISON & NORMA L. DENNISON, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,162 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 11:56

All of which is respectfully submitted.

Charles A. Andrews, Jr.
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: A. Jankowski, deputy

25

Fd. May 15 - 1963

26

Dr.

Mortgaged Real Estate of John W. Dennison
and Norma L. Dennison, his wife

In Acct. with Winston G. Gott, Trustee

BOOK 147 PAGE 595

Cr.

By	Amount of Sale, as per Trustee's Report of Sale filed			5,300	00	
	Interest, 6%, deferred payment, $5,300.00, from 10/23/62 to 11/29/62			33	56	
	Adjustment, 1962 taxes, from 10/23/62 to 12/31/62			15	61	
						5,349 17
To	Trustee for fee, in lieu of commissions, viz:	175	00			
				175	00	
To	Trustee for Court Costs, viz:					
	Plaintiff's solicitor appearance fee	10	00			
	Clerk, Court Costs	32	75			
	Auditor, this account	22	50			
				65	25	
To	Trustee for expenses, viz:					
	Capital-Gazette Press, Inc., Adv. & Nisi - Sale	130	20			
	Globe Indemnity Company - Bond premium	22	00			
	Speer Publications, Inc. - handbills	18	03			
	Robert H. Campbell, Auctioneer's fee	50	00			
				220	23	
To	Louis Marinaccio & Emma Marinaccio, his wife, Mortgagees, on account of Mortgage claim	4,888	69			
				4,888	69	
						5,349 17
	Balance due on Mortgage as per claim filed	5,372	43			
	Interest, 6%, on principal balance, $5,372.43 from 7/6/62 to 12/31/62	156	68			
		5,529	11			
	Credit the amount allowed above	4,888	69			
	This amount subject to decree in personam	640	42			

BOOK 147 PAGE 596

R. EDSEL ROE Box 341, Edgewater, Md. vs.	:	NO. EQUITY IN THE CIRCUIT COURT
DAVID SAYLOR and WALTER SAYLOR, and All Persons having or claiming to have any interest in the property known as Lot 4, Block W, Plat of Ponder Cove Beach, First Election District	:	FOR ANNE ARUNDEL COUNTY No. 14931

: : : : : : : :

BILL TO FORECLOSE RIGHTS OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator complaining says:

1. That on or about the 10th day of October, 1960, your Orator having purchased the herein-described property at public auction, 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 the County of Anne Arundel, said certificate being prayed to be taken as a part hereof.

2. The property mentioned in said Certificate of Tax Sale, which is Certificate No. 3067, is described as follows:

> "Lot 4, Block W as shown on the Plat of Ponder Cove Beach and assessed to David Saylor and Walter Saylor."

On October 10th, 1960, the date of the Collector's Sale, the lots described were assessed to the persons as set out above and, according to 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, the title to said property was vested in said defendants, David Saylor and Walter Saylor at the time of the sale and is so vested at the present time, subject, however, to the tax sale mentioned in the aforesaid certificate issued to the Complainant.

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 aforesaid property is the same property conveyed to said David Saylor and Walter Saylor by Penwood Corporation by deed dated May 8th, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1048, folio 442.

5. That the last known address of the defendants as appearing on the tax records was: 5144 Fulton Street NW, Washington, D. C.

FILED

1962 APR -4 AM 11:34

6. To redeem the property, it is necessary for the defendants to pay the sum of $40.10 with interest from October 10th, 1960, all taxes and interest accruing subsequent to the day of sale and any reimbursement due your Orator under Article 81, Section 70, et seq., Code of Public General Laws of Maryland.

WHEREFORE, your Orator prays:

(a) That a writ of subpoena be issued and served on the defendants.

(b) That an Order of Publication be granted unto your Orator 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.

AND, as in duty bound, etc.

R. Edsel Roe

Winson G. Gott, Jr., Lee Bldg.
Annapolis, Md.
Attorney for Complainant

BOOK 147 PAGE 598

Nº 3067 CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR. ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October [illegible], I sold to R. Edsel Roe at public auction for the sum of 110 Dollars and 00 Cents, of which 40.10 Dollars has been paid as a deposit on the property in Dist 1 described as Lot 4 Blk W. as shown on the plat of Ponder Cove Beach

and assessed to David + Walter Saylor

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 [illegible], 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 [illegible] day of [illegible] 19[illegible]

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this [illegible] day of October, [illegible], before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, [illegible], Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

[illegible]
Notary Public.

My Commission Expires [illegible]

FILED
1962 APR -4 PM 1:04

3

Winson G. [illegible]

R. EDSEL ROE BOOK 147 PAGE 599 : NO. EQUITY

vs. : IN THE CIRCUIT COURT

DAVID SAYLOR and WALTER SAYLOR, and : FOR
All Persons having or claiming to have
any interest in the property known as : ANNE ARUNDEL COUNTY
Lot 4, Block W, Plat of Ponder Cove
Beach, First Election District : No. 14,931

: : : : : : : :

Order of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in and to the following property situate in Anne Arundel County, sold on the 10th day of October, 1960 by the Collector of Taxes for the County of Anne Arundel and the State of Maryland, Edward M. Dunn, Jr., to the Plaintiff in this proceeding:

"Lot 4, Block W as shown on the Plat of Ponder Cove Beach and assessed to David Saylor and Walter Saylor."

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day have elapsed since the date of said sale.

It is thereupon this 4th day of April 1962, by the Circuit Court for Anne Arundel County ORDERED, That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 8th day of June 1962, warning all persons interested in the said property and all and any persons having or claiming to have any interest in said property, to be and appear in this Court by the 8th day of June 1962, and redeem the property and answer the bill of complaint 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.

George T. Cromwell
Clerk

TRUE COPY,

TEST: George T. Cromwell
Clerk

FILED

1962 APR -4 PM 1:34

4

No. 14,931 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

R. EDSEL ROE

vs.

DAVID SAYLOR and WALTER SAYLOR, and All Persons having or claiming to have any interest in the property known as Lot 4, Block W, Plat of Ponder Cove Beach, First Election District

Order Of Publication

The object of this proceeding is secure the foreclosure of all rights of redemption in and to the following property situate in Anne Arundel County, sold on the 10th day of October, 1960 by the Collector of Taxes for the County of Anne Arundel and the State of Maryland, Edward M. Dunn, Jr., to the Plaintiff in this proceeding:

"Lot 4, Block W as shown on the Plat of Ponder Cove Beach and assessed to David Saylor and Walter Saylor."

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day have elapsed since the date of said sale.

It is thereupon this 4th day of April 1962, by the Circuit Court for Anne Arundel County ORDERED, That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 8th day of June 1962, warning all persons interested in the said property and all and any persons having or claiming to have an interest in said property, to be and appear in this Court by the 8th day of June 1962, and redeem the property and answer the bill of complaint 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.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

A-28

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 147 PAGE 600

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 7, 1962

We hereby certify, that the annexed

Order of Publication

Eq. 14,931

David Saylor

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of June, 1962. The first insertion being made the 7th day of April, 1962

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1962

MAY -8 PM 1:25

By Hazel Tilghman

R. EDSEL ROE :

vs. BOOK 147 PAGE 601 :

DAVID SAYLOR and WALTER SAYLOR, and :
All Persons having or claiming to have :
any interest in the property known as :
Lot 4, Block W, Plat of Ponder Cove :
Beach, First Election District :

NO. 14,931 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Affidavit of Efforts to Locate Defendants

R. Edsel Roe 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. The Plaintiff personally made a trip to the District of Columbia and tried to contact the defendants, without success. Also, notice by Registered Mail with Return Receipt requested, was given by letters mailed in September and November, 1962 to the last known address of said defendants. Carbon copies of said letters, together with Return Receipts attached thereto signed by one Virginia Keys, purporting to be the agent of defendants, are filed herewith.

R. Edsel Roe

Winson G. Gott, Jr.

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I hereby certify that on this 15th day of February, 1963, before me, a Notary Public of the State of Maryland, in the County aforesaid, personally appeared R. Edsel Roe 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. As witness my hand and Notarial Seal.

Charles William Payne — Notary Public

FILED

1963 MAR -4 PM 2:40

BOOK 141 PAGE 602

September 19, 1962

Messrs. David Saylor and
Walter Saylor
5144 Fulton Street, N.W.
Washington, D.C.

Gentlemen:

This is to inform you that Lot 4, Block W , Ponder Cove, Anne Arundel County, assessed to you on the Anne Arundel County tax records, has been sold at tax sale, for non-payment of taxes.

A Bill in Equity has been filed by me on behalf of a client who purchased the property at the tax sale, naming you as defendants, to foreclose all rights which you might have in the property. If you wish to redeem the property by paying back taxes and costs connected with the tax sale, you should file an answer in the case, on your own behalf or by an attorney, immediately.

Very truly yours,

#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 David Saylor

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Virginia Kemp

DATE DELIVERED: SEP 21 1962

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

CES—16—71548-4 GPO

FILED

1963 MAR -4 PM 3:42

7

BOOK 147 PAGE 603

November 24, 1962

Messrs. David Saylor and
Walter Saylor
5144 Fulton Street, N.W.
Washington, D,C.

Gentlemen:

Following up my letter of September 19th, 1962 and in accordance with the Maryland Rules of Procedure in such actions, I am enclosing herewith a copy of the Order of Publication as published in the Evening Capital, a newspaper published in Anne Arundel County.

You will notice that the original Order required you to file an appearence in the case on or before June 8th, 1962. It has been over 60 days since you were notified by my letter of September 19th. Unless you file an answer in the case in person or by attorney within 15 days from date of delivery of this letter I will proceed to file Decree Pro Confesso and thereafter final decree.

Very truly yours,

Enc.

#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 Saylor

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Mrs Va Reed

DATE DELIVERED

NOV 27 1962

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

CSS—'6—71548-4 GPO

8

FILED

1963 MAR -4 PM 3:42

( ).

R. EDSEL ROE BOOK 147 PAGE 604 :

vs. :

DAVID SAYLOR and WALTER SAYLOR, and :
All Persons having or claiming to have :
any interest in the property known as :
Lot 4, Block W, Plat of Ponder Cove
Beach, First Election District

NO. 14,931 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Military Affidavit

I hereby certify that on this 15th day of February, 1963, before me, a Notary Public of the State of Maryland, in Anne Arundel County aforesaid, personally appeared R. Edsel Roe, 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.

R. Edsel Roe

R. Edsel Roe, Plaintiff

Subsribed and sworn to this 15th day of February, 1963.

Charles William Fayne

Charles William Fayne Notary Public

FILED

1963 MAR -4 PM 3:42

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BOOK 147 PAGE 605

R. EDSEL ROE

vs.

DAVID SAYLOR and WALTER SAYLOR, and All Persons having or claiming to have any interest in the property known as Lot 4, Block W, Plat of Ponder Cove Beach, First Election District

NO. 14,931 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 Evening Capital, 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 said Defendants David Saylor and Walter Saylor and sold to R. Edsel Roe on October 10th, 1960, for non-payment of taxes.

And it further appearing that the Defendants David Saylor and Walter Saylor, being non-residents, have been duly served by publication.

And it further appearing that all of the aforesaid Defendants have failed 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 5th day of ~~September, 1962~~ March 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 Defendants David Saylor and Walter Saylor and described on the records of the County Treasurer and sold as aforesaid to R. Edsel Roe on October 10th, 1960.

O. Bruce Dunkel

Judge

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1963 MAR -5 PM 2:58

10

R. EDSEL ROE BOOK 147 PAGE 606

NO. 14,931 EQUITY

vs. :

IN THE CIRCUIT COURT

DAVID SAYLOR and WALTER SAYLOR, and : FOR
All Persons having or claiming to have any interest in the property : ANNE ARUNDEL COUNTY
known as Lot 4, Block W, Plat of Ponder Cove Beach , First Election :
District :

Final Decree Foreclosing Equity of Redemption

The proceedings in this cause having been read and considered and it appearing to the Court that the Defendants, David Saylor and Walter Saylor,being non-residents, have been duly served by publication, a copy of which has been filed herein;

And it further appearing that a Decree Pro Confesso was entered herein on the 5th day of March, 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 7th day of May, 1963,

ADJUDGED, ORDERED and DECREED that all rights of redemption to the property mentioned herein of the Defendants, David Saylor and Walter Saylor, 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 to the Plaintiff, R. Edsel Roe, on October 10th, 1960, for non-payment of taxes, to wit:

> Certificate No. 3067: Lot 4, Block W as shown on the Plat of Ponder Cove Beach and assessed to David Saylor and Walter Saylor,

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 R. Edsel Roe, Plaintiff in these proceedings, a deed of conveyance

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1963 MAY -9 PM 12:00

of the aforesaid lot 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, if any;

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

George Sachse
Judge