BOOK 148 PAGE 1

IN THE MATTER OF THE	*	
DEED OF TRUST FROM	*	IN THE
FRED E. CROY AND	*	CIRCUIT COURT
CATHERINE M. CROY, HIS WIFE	*	FOR
TO	*	ANNE ARUNDEL COUNTY
MAREEN D. WATERMAN AND	*	EQUITY NO. 15,544
MARIAN R. WATERMAN, TRUSTEES	*	

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

MR. CLERK:

PLEASE DOCKET SUIT BY TITLING AND ORIGINAL DEED OF TRUST FILED HEREWITH AS EXHIBIT A AND ORIGINAL NOTE FILED AS EXHIBIT B.

Mareen D. Waterman
MAREEN D. WATERMAN, TRUSTEE

Marian R. Waterman
MARIAN R. WATERMAN, TRUSTEE

Samuel M. Ivrey atty.
SAMUEL M. IVREY
ATTORNEY FOR TRUSTEES

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1963 APR 15 PM 1:01

BOOK 148 PAGE 2

BOOK 1340 PAGE 301

No. 15,547

THIS DEED OF TRUST, Made this 15th day of October in the year nineteen hundred and fifty-nine, by and between FRED E. CROY and CATHERINE M. CROY, his wife, parties of the first part; and MAREEN D. WATERMAN and MARIAN R. WATERMAN, Trustees, parties of the second part:

WHEREAS, the said parties of the first part are justly indebted unto GREEN ACRES HOMES, INC. in the full sum of FOUR THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($4,600.00) for money loaned, for which amount they have made and delivered their one certain joint and several promissory note of even date herewith, payable to the order of the said Green Acres Homes, Inc., with interest from date until paid at the rate of six per centum per annum (6%); said principal and interest being due and payable in monthly installments of FORTY-SIX AND NO/100 DOLLARS ($46.00) (with the privilege of making larger payments in any amount), commencing on the 15th day of November, 1959 and continuing on the 15th day of each and every month thereafter until the 15th day of October, 1964, when any unpaid balance of principal and interest shall become due and payable, 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. Each unpaid installment of principal and interest shall bear interest at the rate aforesaid.

AND said note provides 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 in that event, the unpaid balance of the aforesaid principal sum and accrued interest shall, at the option of the holder thereof, at once become and be due and payable.

SAID NOTE identified by the Notary Public taking the acknowledgment as evidenced by the certificate thereon.

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, together with all taxes and insurance premiums as well as all renewals or

No Stamps Required

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EXHIBIT A

extensions of said debt, 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 hereof.

NOW THEREFORE, THIS INDENTURE WITNESSETH, that the parties hereto of the first part, in consideration of the premises, and of One Dollar, lawful money of the United States of America, to them in hand paid by the 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 said parties of the second part, in fee simple, the following described land and premises, with the improvements, easements, rights, ways and appurtenances thereunto belonging, situated in the Sixth Election District, County of Anne Arundel, State of Maryland, more particularly described as follows:

LOT NO. TWO HUNDRED THIRTY-THREE (233) as shown on Plat 3 of "Greenacres", which is recorded among the Plat Records of Anne Arundel County in Plat Book No. 29, Folio 39.

BEING the same property conveyed by Green Acres Homes, Inc., to Fred E. Croy and Catherine M. Croy, his wife, by Deed dated October 15, 1959 and intended to be recorded among the Land Records of Anne Arundel County prior hereto.

IN AND UPON THE TRUST, NEVERTHELESS, hereinafter described; that is to say: IN TRUST to permit the said parties of the first part, their heirs and assigns, to use and occupy the said described land and premises, and the rents, issues and profits thereof, to take, have, and apply to and for their sole use and benefit, until default be made in the payment of the said note hereby secured or any installment of interest thereon, when and as the same shall become due and payable, or any proper cost, tax or expense in and about the same as herein provided.

AND, upon the full payment of said note and the interest thereon,

and of any extensions or renewals thereof, and all moneys advanced or expended as herein provided, and all other proper costs, counsel fees, charges, commissions, half-commissions and expenses, at any time before the sales herein provided for to release and reconvey the said described premises unto and at the cost of the said parties of the first part, or the party or parties then claiming under them.

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, or upon default in payment, on demand, of any sum or sums advanced by the holder of said note on account of any costs, counsel fees and expenses of this Trust, or on account of any tax or assessment, or insurance or expense of litigation, or on account of any lien, Deed of Trust or Mortgage on said land and premises, prior in lien to this Trust, with interest thereon at six per centum per annum from date of advance (it being hereby agreed that on default in payment of said costs, expenses, tax or assessment, or insurance, or expense of litigation, or such prior lien, Deed of Trust or Mortgage as aforesaid, the same may be paid by the holder of said note, and all sums advanced in so doing, with interest as aforesaid, shall forthwith attach as a lien hereunder and be demandable at any time); then, upon any and every such default so made as aforesaid, the said parties of the second part, or substitute trustee 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 parties of the second part, or substitute trustee 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 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 counsel 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

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land and premises at time of sale, and to retain as compensation a commission equal to the sums allowed by equity courts in the jurisdiction where said sale is made, on the amount of said sale or sales; SECONDLY, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall upon such sale being made before the maturity of said note, be and become immediately due and payable, at the election of the holder thereof; and, LASTLY, to pay the remainder of said proceeds, if any there be, to the 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 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 and windstorm extended coverage, and against such other hazard or hazards as may reasonably be required by the holder of said note, in an amount not less than Four Thousand Six Hundred and No/100 Dollars ($4,600.00) in the name and to the satisfaction of the holder of said note, in such company or companies as the holder of said note may select, who shall apply whatever may be received therefrom (whether by return short rate unearned premiums after foreclosure or otherwise) 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 keep the improvements constantly in good order and repair and 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, or to keep the improvements constantly in good order and repair, any part hereby secured may have said improvements insured and pay said taxes and assessments and make such repairs as may be necessary to keep the improvements in good order and repair, 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.

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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 parties of the first part do hereby 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 TESTIMONY WHEREOF, on the day and year first hereinbefore written, the said parties of the first part have hereunto set their hands and seals.

WITNESS:

Thomas J. Curley — Thomas J. Curley

Fred E. Croy (SEAL) — Fred E. Croy

Catherine M. Croy (SEAL) — Catherine M. Croy

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

I HEREBY CERTIFY, That on this 15th day of October in the year nineteen hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared FRED E. CROY and CATHERINE M. CROY, his wife, parties of the first part hereto, and they acknowledged the foregoing Deed of Trust to be their act.

AS WITNESS my hand and Notarial Seal.

Dorothy W. Biggs — Dorothy W. Biggs, Notary Public

12.00

Rec'd for record Oct. 16, 1959 at 10:08 A.M.
Mailed to Tidewater Title Corp.

BOOK 148 PAGE 7

PROMISSORY NOTE

No. 15,544

$4,600.00

Annapolis, Maryland
October 15, 1959

FOR VALUE RECEIVED, we, jointly and severally promise to pay to the order of GREEN ACRES HOMES, INC. the principal sum of ----------

FOUR THOUSAND SIX HUNDRED AND NO/100 ---------($4,600.00) ----------DOLLARS

with interest from date until paid at the rate of six per centum per annum; said principal and interest being due and payable in monthly installments of

FORTY-SIX AND NO/100 ----------($46.00) ----------DOLLARS

(with the privilege of making larger payments in any amount) commencing on the 15th day of November, 1959, and continuing on the day of each and every month thereafter until the 15th day of October 1964, when any unpaid balance of principal and interest shall become due and payable; 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. Each unpaid installment of principal and interest shall bear interest at the rate aforesaid.

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.

Fred E. Croy
Fred E. Croy

Catherine M. Croy
Catherine M. Croy

SECURED BY DEED OF TRUST to Mareen D. Waterman and Marian R. Waterman, Trustees, conveying Lot No. 233, "Greenacres" Sixth Election District, Anne Arundel County, State of Maryland.

1963 APR 15 PM 1:02

FILED

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

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 note and Deed of Trust having been executed in my presence.

Dorothy W. Biggs
Dorothy W. Biggs Notary Public

FILED
1960 MAR 22 PM 2:32

EXHIBIT 2

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

IN THE MATTER OF THE	*	
DEED OF TRUST FROM	*	IN THE
FRED E. CROY AND	*	CIRCUIT COURT
CATHERING M. CROY, HIS WIFE	*	FOR
TO	*	ANNE ARUNDEL COUNTY
MAREEN D. WATERMAN AND	*	EQUITY NO. 15,544
MARIAN R. WATERMAN, TRUSTEES	*	

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

MILITARY AFFIDAVIT

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

I HEREBY CERTIFY, THAT BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF SAID STATE, IN AND FOR SAID COUNTY, PERSONALLY APPEARED MAREEN D. WATERMAN AND MARIAN R. WATERMAN, 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 MEMBERS OF THE ENLISTED RESERVE CORPS WHO HAVE BEEN ORDERED TO REPORT FOR MILITARY SERVICE.

Mareen D. Waterman
AFFIANT

Marian R. Waterman
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 15TH DAY OF APRIL, 1963

Samuel M. Ivrey
SAMUEL M. IVREY, NOTARY PUBLIC

MY COMMISSION EXPIRES: MAY 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1963 APR 15 PM 1:01

8

IN THE MATTER OF THE	*	
DEED OF TRUST FROM	*	IN THE
FRED E. CROY AND	*	CIRCUIT COURT
CATHERINE M. CROY, HIS WIFE	*	FOR
TO	*	ANNE ARUNDEL COUNTY
MAREEN D. WATERMAN AND	*	EQUITY NO. 15,544
MARIAN R. WATERMAN, TRUSTEES	*	

* * * * * * * * * * *

STATEMENT OF DEED OF TRUST DEBT

STATEMENT OF THE DEED OF TRUST CLAIM OF MAREEN D. WATERMAN AND MARIAN R. WATERMAN, TRUSTEES, UNDER DEED OF TRUST TO THE SAID MAREEN D. WATERMAN AND MARIAN R. WATERMAN, TRUSTEES, FROM FRED E. CROY AND CATHERINE M. CROY, HIS WIFE, DATED OCTOBER 15, 1959, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER GTC 1340, FOLIO 301, SAID DEED OF TRUST BEING IN DEFAULT.

BALANCE DUE THROUGH APRIL 30, 1963	$3,827.14
INTEREST TO MAY 8, 1963	5.12
	$3,832.26

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 15TH DAY OF APRIL, 1963, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE OF MARYLAND, IN AND FOR THE COUNTY AFORESAID, PERSONALLY APPEARED MAREEN D. WATERMAN AND MARIAN R. WATERMAN, TRUSTEES, AND MADE OATH IN DUE FORM OF LAW THAT THE AFOREGOING IS A TRUE STATEMENT OF THE AMOUNT REMAINING DUE ON THE DEED OF TRUST CLAIM DESCRIBED HEREIN, AND THAT THEY HAVE NOT RECEIVED ANY SECURITY OR ANY SATISFACTION THEREFORE OTHER THAN THE DEED OF TRUST IN SAID STATEMENT MENTIONED.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Samuel M. Ivrey

SAMUEL M. IVREY, NOTARY PUBLIC

MY COMMISSION EXPIRES: MAY 6, 1963

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1963 APR 15 PM 1:01

22056 B

GLOBE INDEMNITY COMPANY

A New York Corporation

New York, N. Y. BOOK 12 PAGE 43

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

BOOK 148 PAGE 10

Bond No. 412728

Equity #15,544

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Mareen D. Waterman and Marian R. Waterman, as Principals, 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 and 00/100 Dollars ($5,000.00), current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 7th day of May, 1963.

WHEREAS BY VIRTUE OF A POWER OF SALE contained in a Deed of Trust from Fred E. Croy and Catherine M. Croy, his wife, bearing date on or about the 15th day of October 1959, the said Mareen D. Waterman and Marian R. Waterman are authorized and empowered to make sale of the property described in said Deed of Trust, in case default should be made in the payment of the principal debt secured by said Deed of Trust 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 Mareen D. Waterman and Marian R. Waterman are about to execute said power and make sale of the property described as aforesaid in said Deed of Trust.

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

WITNESS:

Bond approved this 8th day of May, 1963

Louis N. Phipps, Clerk

Ethel M. Carle

Ethel M. Carle

Mareen D. Waterman (SEAL)
Mareen D. Waterman

Marian R. Waterman
Marian R. Waterman

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

FILED

1963 MAY 8 PM 12 47

10

Trustee's Sale

Of Valuable Improved Real Estate

GREENACRES
SIXTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Under and by virtue of the Power of sale contained in the Deed of Trust from Fred E. Croy and Catherine M. Croy, his wife, dated October 15, 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC 1340, folio 301, default having occurred in said Deed of Trust, the unlersigned will offer for sale at public auction at the Courthouse Door, Annapolis Maryland, on

Wed., May 8, 1963
at 11:00 o'clock A.M.

All that lot of ground situate in the Sixth Election District, County of Anne Arundel State of Maryland, more particularly described as follows: Lot No. 233, as shown on Plat 3 of "Greenacres", which is recorded among the Plat Records of Anne Arundel County in Plat Book No. 29, folio 39.

BEING the same property conveyed to the said Fred E. Croy and Catherine M. Croy, his wife, by deed from Green Acres Homes, Inc., dated October 15, 1959, and recorded among the Land Records of Anne Arundel County in Libert GTC 1340, folio 292.

This property is being sold subject to a first mortgage from Fred E. Croy and Catherine M. Croy, his wife, to Weaver Bros., Inc., dated October 15, 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC 1340 follo 296, and assigned to Metropolitan Life Insurance Company.

This property is Improved by a split level frame dwelling with brick veneer front containing eight rooms, two baths, utility room, basement and sunporch and gas hot air heat.

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 date of sale. For further particulars, apply to:

MAREEN D. WATERMAN and
MARIAN R. WATERMAN,
TRUSTEES c/o Green Acres Homes., Inc. 1989 West Street, Annapolis, Md.
SAMUEL M. IVREY, Attorney for TRUSTEES
144 Gloucester Street
Annapolis, Maryland
AUCTIONEER:
ROBERT H. CAMPBELL M-7

N

11

OFFICE OF

Evening Capital

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

BOOK 148 PAGE 11

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 7, 1963

We hereby certify, that the annexed

Trustee's Sale

Fred E. Croy

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 May, 1963. The first insertion being made the 16th day of April, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 MAY -8 PM 2:58
By A. Tilghman

ROBERT H. CAMPBELL - - - - Auctioneer

TRUSTEES' SALE

OF VALUABLE

Improved Real Estate

BOOK 148 PAGE 12

GREENACRES
SIXTH ELECTION DISSRICT
ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Under and by virtue of the Power of sale contained in the Deed of Trust from Fred E. Croy and Catherine M. Croy, his wife, dated October 15, 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC 1340, folio 301, default having occurred in said Deed of Trust, the undersigned will offer for sale at public auction at the Courthouse Door, Annapolis, Maryland, on

WEDNESDAY, MAY 8, 1963

at 11:00 O'Clock A.M.

ALL that lot of ground situate in the Sixth Election District, County of Anne Arundel, State of Maryland, more particularly described as follows: Lot No. 233, as shown on Plat 3 of "Greenacres", which is recorded among the Plat Records of Anne Arundel County in Plat Book No. 29, folio 39.

BEING the same property conveyed to the said Fred E. Croy and Catherine M. Croy, his wife, by deed from Green Acres Homes, Inc., dated October 15, 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC 1340, folio 292.

This property is being sold subject to a first mortgage from Fred E. Croy and Catherine M. Croy, his wife, to Weaver Bros., Inc., dated October 15, 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC 1340, folio 296, and assigned to Metropolitan Life Insurance Company.

This property is improved by a split level frame dwelling with brick veneer front containing eight rooms, two baths, utility room, basement and sunporch and gas hot air heat.

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 date of sale. For further particulars, apply to:

MAREEN D. WATERMAN and
MARIAN R. WATERMAN, Trustees
c/o Green Acres Homes, Inc.
1989 West Street, Annapolis, Md.

SAMUEL M. IVREY, ATTORNEY
FOR TRUSTEES
144 Gloucester Street
Annapolis, Maryland

FILED
1963 MAY 17 PM 1:09

BOOK 148 PAGE 13

AGREEMENT
AND
AFFADAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SS:

I HEREBY CERTIFY THAT ON THIS 8th. DAY OF MAY, 1963, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED MAREEN D. WATERMAN, VICE PRESIDENT OF GREENACRES HOMES, 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, SUBJECT TO A FIRST MORTGAGE TO WEAVER BROS., INC. OF MD. WITH A BALANCE OF $15,002.59 AT AND FOR THE SUM OF $ 700.00, A DEPOSIT OF $ 70.00, MADE AT THE TIME AND PLACE OF SALE, AND AGREE(S) TO COMPLY WITH THE TERMS OF SALE AS SET FORTH IN THE ADVERTISEMENT OF SALE AND HANDBILL.

2. THAT HE IS AN ~~AGENT~~ OFFICER ACTING FOR GREEN ACRES HOMES, INC.

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

4. THAT THE PURCHASER(S) HAS/HAVE NOT DIRECTLY OR INDIRECTLY DISCOURAGED ANYONE FROM BIDDING FOR THE SAID PROPERTY.

~~WITNESS~~ ATTEST:

Samuel M. Ivrey
SAMUEL M. IVREY

Robert H. Campbell
ROBERT H. CAMPBELL, AUCTIONEER

GREEN ACRES HOMES, INC. (SEAL)

BY: Mareen D. Waterman (SEAL)
MAREEN D. WATERMAN, VICE PRESIDENT

Samuel M. Ivrey
SAMUEL M. IVREY, NOTARY PUBLIC
MY COMMISSION EXPIRES: MAY 3, 1965

FILED
1963 MAY 17 PM 1:09

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IN THE MATTER OF THE	*	
DEED OF TRUST FROM	*	IN THE
FRED E. CROY AND	*	CIRCUIT COURT
CATHERINE M. CROY, HIS WIFE	*	FOR
TO	*	ANNE ARUNDEL COUNTY
MAREEN D. WATERMAN AND	*	EQUITY NO. 15,544
MARIAN R. WATERMAN, TRUSTEES	*	

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

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE REPORT OF SALE OF MAREEN D. WATERMAN AND MARIAN R. WATERMAN, TRUSTEES UNDER A CERTAIN DEED OF TRUST FROM FRED E. CROY AND CATHERINE M. CROY, HIS WIFE, TO GREEN ACRES HOMES, INC. DATED OCTOBER 15, 1959, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER GTC 1340, FOLIO 301, FILED IN THESE PROCEEDINGS, AUTHORIZED TO MAKE SALE OF THE PROPERTY THEREIN MENTIONED IN THE EVENT OF DEFAULT THEREUNDER RESPECTFULLY SHOWS:

THAT THE SAID DEED OF TRUST 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, MAREEN D. WATERMAN, ONE OF THE TRUSTEES HEREIN, DID, PURSUANT TO SAID NOTICE OF SALE, ATTEND IN PERSON AT THE COURTHOUSE DOOR IN THE CITY OF ANNAPOLIS, MARYLAND, ON WEDNESDAY, MAY 8, 1963, AT 11 O'CLOCK A.M., THE TIME AND PLACE MENTIONED IN SAID ADVERTISEMENT, AND THEN AND THERE, IN THE PRESENCE OF A NUMBER OF PERSONS, DID PROCEED TO SELL AT PUBLIC SALE THE PROPERTY MENTIONED IN SAID DEED OF TRUST, TO WIT:

ALL THAT LOT OF GROUND SITUATE IN THE SIXTH ELECTION DISTRICT, COUNTY OF ANNE ARUNDEL, STATE OF MARYLAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS: LOT NO. 233, AS SHOWN ON PLAT 3 OF "GREENACRES", WHICH IS RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK NO. 29, FOLIO 39.

BEING THE SAME PROPERTY CONVEYED TO THE SAID FRED E. CROY AND CATHERINE M. CROY, HIS WIFE, BY DEED FROM GREEN ACRES HOMES, INC. DATED OCTOBER 15, 1959, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER GTC 1340, FOLIO 292.

FILED

1963 MAY 17 PM 1:09

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

SAID PROPERTY BEING SOLD TO GREEN ACRES HOMES, INC. AT AND FOR THE SUM OF $700.00, SUBJECT TO A FIRST MORTGAGE TO WEAVER BROS., INC. OF MARYLAND IN THE AMOUNT OF $15,002.59 AS OF THIS DATE, IT BEING AT THAT PRICE THEN AND THERE, THE HIGHEST BIDDER THEREFOR.

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 IS RESPECTFULLY SUBMITTED.

AND, AS IN DUTY BOUND, ETC.

WITNESS:

Samuel M. Ivrey

Mareen D. Waterman (SEAL)
MAREEN D. WATERMAN, TRUSTEE

Marian R. Waterman (SEAL)
MARIAN R. WATERMAN, TRUSTEE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 8th. DAY OF MAY, 1963, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED MAREEN D. WATERMAN AND MARIAN R. WATERMAN, KNOWN TO BE AS THE TRUSTEES NAMED IN THE AFOREGOING REPORT OF SALE, AND THEY MADE OATH IN DUE FORM OF LAW THAT THE MATTERS AND THINGS STATED IN SAID REPORT OF SALE ARE TRUE TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, AND THAT THE SALE WAS FAIRLY MADE.

WITNESS MY HAND AND SEAL THIS DAY AND YEAR AFORESAID.

Samuel M. Ivrey
NOTARY PUBLIC

MY COMMISSION EXPIRES:
MAY 3, 1965

NOTARY PUBLIC

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

ORDER NISI

IN THE MATTER OF THE DEED OF TRUST

FROM FRED E. CROY AND CATHERINE M. CROY, HIS WIFE TO MAREEN D. WATERMAN AND MARIAN R. WATERMAN, TRUSTEES ~~XXXXXX~~

BOOK 148 PAGE 16

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,544 Equity

Ordered, this 17th day of May, 1963, That the sale of the property in these proceedings mentioned made and reported by Mareen D. Waterman and Marian R. Waterman, Trustees

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 $ 700.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Samuel M. Ivrey, Atty.
(Final Order)

FOR EVENING CAPITAL May 23rd Edition

IN THE MATTER OF THE DEED OF TRUST

FROM FRED E. CROY AND CATHERINE M. CROY, HIS WIFE TO MAREEN D. WATERMAN AND MARIAN R. WATERMAN, TRUSTEES

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 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 JUN 27 PM 2:16

16

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,544 EQUITY

In the Matter of the Deed of Trust from **FRED E. CROY and CATHERINE M. CROY**, his wife to Mareen D. Waterman and Marian R. Waterman, Trustees

Ordered, this 17th day of May, 1963, That the sale of the property in these proceedings mentioned made and reported by Mareen D. Waterman and Marian R. Waterman, Trustees 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 $700.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk
Ju-13

1963 JUN 18 PM 12 43
FILED

No. E. C. 29973

17

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 17

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 15, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq 15544

Fred E. Croy

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 June, 1963. The first insertion being made the 23rd day of May, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of BOOK 148 PAGE 18

IN THE MATTER OF THE DEED OF TRUST FROM
FRED E. CROY and CATHERINE M. CROY, his wife, to
MAREEN D. WATERMAN and MARIAN R. WATERMAN, Trustees

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,544 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 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.

Louis N. Phipps
Clerk
Per: [illegible], deputy

FILED
1963 JUL 30 AM 11:17

18

Dr. IN THE MATTER OF THE DEED OF TRUST FROM FRED E. CROY and CATHERINE M. CROY, his wife, to MAREEN D. WATERMAN and MARIAN R. WATERMAN, his wife,

BOOK 148 PAGE 19

In Acct. with MAREEN D. WATERMAN and MARIAN R. WATERMAN, Trustees,

Cr.

1963						
May	8	Proceeds of Sale	700	00	700	00
		Refund 1963 County & State taxes (227.27)				
		adjusted - 5/8/63 to 12/31/63	146	39		
		Refund 1963 City of Annapolis taxes (151.51) adjusted5/8/63 to 6/30/63	9	66	156	05
					856	05
		To Trustees for Commissions, viz:	44	00	44	00
		To Tr ustees 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	75	24		
		Capital Gazette Press - Order nisi, sale	15	00		
		Speer Publications - Handbills	17	00		
		Globe Indemnity Co. - Bond premium	20	00		
		Robert H. Campbell - auctioneers fee	45	00		
		One-half cost documentary stamps	1	65		
		Annapolis Water Co.-water adj.3/11/63 to 5/8/63 (6.51)	5	23		
		Samuel M. Ivrey - Notary fees	1	50	180	62
		To Mareen D. Waterman and Marian R. Waterman,				
		Trustees, on account of claim filed	570	93	570	93
					856	05

		Amount of Deed of Trust claim filed	3,832	26		
		Interest on principal balance of $3,827.14				
		from 5/8/63 to 7/29/63 - 82 days @ 6%	51	67		
			3,883	93		
		Cr. - Amount allowed above	570	93		
		Balance subject to Decree in Personam	3,313	00		

BOOK 148 PAGE 21

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ROBERT L. ACORD AND FREDA M. ACORD, HIS WIFE	* * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 15,600 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.

FILED
1963 MAY 13 PM 1:10

BOOK 148 PAGE 22
BOOK 1390 PAGE 595

No. 15,600 Equity

Form No. 1—County Fee

PURCHASE MONEY

This Mortgage, made this 12th day of May, in the year one thousand nine hundred and Sixty, between ROBERT L. ACORD and FREDA M. ACORD, his wife, of Baltimore City, 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 ROBERT L. ACORD and FREDA M. ACORD, his wife, the sum of Thirteen Thousand Fifty and NO/100 ($13,050.00) - - - - - - - - - - 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 Ninety-three and 50/100 ($93.50) - - - - - - - - - - - - - - - - - - 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 ROBERT L. ACORD and FREDA M. ACORD, 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 Third election district of Anne Arundel County, State of Maryland, and described as follows: BEING Lot No. 350, as shown on the Plat of Shoreacres recorded among the Plat Records of Anne Arundel County in Plat Book 7, folio 19.

BEING the same lot of ground conveyed to the within named Mortgagors, Robert L. Acord and Freda M. Acord, his wife, by deed of even date from Arthur M. Jones and Virginia E. Jones, his wife, and recorded or intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto.

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1963 MAY 13 PM 1:10

2

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, SUBJECT, however, to Restrictions, JHH 386, folio 491.

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) ROBERT L. ACORD and FREDA M. ACORD, 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 Mortgagors for themselves, their heirs, personal representatives, or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its Attorney or Agents, shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commissions, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

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

WITNESS:

Nancy S. Carpenter

Nancy S. Carpenter; as to both

Robert L. Acord (SEAL)
Robert L. Acord

(SEAL)

Freda M. Acord (SEAL)
Freda M. Acord

(SEAL)

4

5

BOOK 148 PAGE 25

BOOK 1390 PAGE 598

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 12th day of May in the year one thousand nine hundred and Sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared ROBERT L. ACORD and FREDA M. ACORD, 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.

10.00

My commission expires on

May 1 19 61.

NANCY S. CARPENTER NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Rec'd for record 13 May 1960 at 1:57 P.M.
Mailed to Samuel M. Ivrey, Esq.

#2K

Mortgage

FROM

ROBERT L. ACORD and

FREDA M. ACORD, his wife

TO

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

Property Lt. 350, Shoreacres, 3rd Elec. Dist., Anne Arundel Co., Md.

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 $

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

Property:

Description approved

Execution approved

BOOK 148 PAGE 26

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ROBERT L. ACORD AND FREDA M. ACORD, HIS WIFE	* * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 15,600 EQUITY

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

STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE CLAIM OF ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND (FORMERLY ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND), UNDER MORTGAGE TO THE SAID ASSOCIATION FROM ROBERT L. ACORD AND FREDA M. ACORD, HIS WIFE, SAID MORTGAGE DATED MAY 12, 1960, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER GTC 1390, FOLIO 595; SAID MORTGAGE BEING IN DEFAULT.

BALANCE DUE ON PRINCIPAL TO MAY 31, 1963	$12,389.06
INTEREST TO JUNE 5, 1963	10.40
TOTAL	$12,399.46

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 10TH DAY OF MAY, 1963, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE OF MARYLAND, IN AND FOR THE COUNTY AFORESAID, PERSONALLY APPEARED R. GARDINER CHANEY, PRESIDENT OF THE ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, AND MADE OATH IN DUE FORM OF LAW THAT THE AFOREGOING IS A TRUE STATEMENT OF THE AMOUNT REMAINING DUE ON ITS MORTGAGE CLAIM DESCRIBED HEREIN, AND THAT IT HAS NOT RECEIVED ANY SECURITY OF ANY SATISFACTION 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 PUBLIC

MY COMMISSION EXPIRES:

MAY 3, 1965

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1963 MAY 13 PM 1:10

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BOOK 148 PAGE 27

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

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ROBERT L. ACORD AND FREDA M. ACORD, HIS WIFE	* * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 15,600 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 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 10TH DAY OF MAY, 1963.

Barbara S. Santos

BARBARA S. SANTOS, NOTARY PUBLIC

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

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1963 MAY 13 PM 1:10

7

ROBERT H. CAMPBELL - - - - Auctioneer

BOOK 148 PAGE 28

ATTORNEY'S SALE

—OF VALUABLE—

Improved Real Estate

SHOREACRES
Third Election District
Anne Arundel County
State of Maryland

Under and by virtue of the power of sale contained in the Mortgage from ROBERT L. ACORD and FREDA M. ACORD, his wife, said mortgage dated May 12, 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC 1390, folio 595, 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

WEDNESDAY, JUNE 5, 1963

AT 11:00 A.M.

ALL that lot of ground situate in the Third Election District of Anne Arundel County, Maryland, being Lot No. 350, as shown on the Plat of Shoreacres recorded among the Plat Records of Anne Arundel County in Plat Book 7, folio 19.

BEING the same lot of ground conveyed to the within named Mortgagors, Robert L. Acord and Freda M. Acord, his wife, by deed dated May 12, 1960, from Arthur M. Jones and Virginia E. Jones, his wife, and recorded among the Land Records of Anne Arundel County in Liber GTC 1390, folio 593.

THE SAID PROPERTY being improved by a dwelling of wood shingle construction containing six rooms, bath, full basement and oil hot air heat on three-quarters of an acre.

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 JUN -6 PM 2:15

6

BOOK 148 PAGE 29

AGREEMENT
AND
AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss.

I HEREBY CERTIFY, THAT ON THIS 5TH DAY OF JUNE, 1963, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED ARTHUR M. JONES AND VIRGINIA E. JONES, HIS WIFE, 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 $14,000.00 A DEPOSIT OF $1400.00 MADE AT THE TIME AND PLACE OF SALE, AND AGREE TO COMPLY WITH THE TERMS OF SALE AS SET FORTH IN THE ADVERTISEMENT OF SALE AND HANDBILL.

2. THAT THEY ~~IS~~ ~~AM~~ 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 H. Campbell
ROBERT H. CAMPBELL, AUCTIONEER

Arthur M. Jones (SEAL)
ARTHUR M. JONES

Virginia E. Jones (SEAL)
VIRGINIA E. JONES

Samuel M. Ivrey
SAMUEL M. IVREY, NOTARY PUBLIC

FILED

1963 JUN -6 PM 2:15

9

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ROBERT L. ACORD AND FREDA M. ACORD, HIS WIFE	* * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 15,600 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, JUNE 5, 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 THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, BEING LOT NO. 350, AS SHOWN ON THE PLAT OF SHOREACRES RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK 7, FOLIO 19.

BEING THE SAME LOT OF GROUND CONVEYED TO ROBERT L. ACORD AND FREDA M. ACORD, HIS WIFE, BY DEED DATED MAY 12, 1960, FROM ARTHUR M. JONES AND VIRGINIA E. JONES, HIS WIFE, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER GTC 1390, FOLIO 593.

SAID PROPERTY BEING SOLD TO ARTHUR M. JONES AND VIRGINIA E. JONES, HIS WIFE, AT AND FOR THE SUM OF FOURTEEN THOUSAND AND NO/100 ($14,000.00) DOLLARS, THEY BEING AT THAT PRICE THEN AND THERE, THE HIGHEST BIDDER THEREFOR.

FILED
1963 JUN -6 PM 2:15

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

10

THE SAID PURCHASERS HAVE 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 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 5TH DAY OF JUNE, 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.

Barbara S. Santos

BARBARA S. SANTOS, NOTARY PUBLIC

BARBARA S. SANTOS NOTARY PUBLIC ANNE ARUNDEL COUNTY

MY COMMISSION EXPIRES:
MAY 3, 1965

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

11

ORDER NISI

BOOK 148 PAGE 32

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ROBERT L. ACORD AND FREDA M. ACORD, HIS WIFE

xxxxxxx

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,600 Equity

Ordered, this 6th day of June, 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 10th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of July next.

The report states that the amount of sale was $ 14,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Samuel M. Ivrey, Atty. FOR: EVENING CAPITAL June 8th Edition

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ROBERT L. ACORD AND FREDA M. ACORD, HIS WIFE

xxxxxxx

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th 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.

V Bowen Duckett

JUDGE.

FILED

1963 JUL 12 PM 12:27

12

BOOK 12 PAGE 75

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 148 PAGE 33

Equity #15,600

Bond No. 421577

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 Fourteen Thousand Five Hundred Dollars ($14,500.00) - - - - 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 5th day of June 19 63 .

WHEREAS by virtue of a power of sale contained in a Mortgage from Robert L. Acord and Freda M. Acord bearing date on or about the 12th day of May , 19 60 , 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 5th day of June, 1963

Louis N. Phipps, Clerk

WITNESS:

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, Attorney-in-fact

SURETY

FILED

1963 JUN 26 AM 10:55

13

Attorney's Sale

— of Valuable —

Improved Real Estate

SHOREACRES
Third Election District
Anne Arundel County
State of Maryland

Under and by virtue of the power of sale contained in the Mortgage from ROBERT L. ACORD and FREDA M. ACORD, his wife, said mortgage dated May 12, 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC 1390, folio 595, 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

Wednesday, June 5, 1963, at 11:00 A.M.

ALL that lot of ground situate in the Third Election District of Anne Arundel County, Maryland, being lot No. 350, as shown on the Plat of Shoreacres recorded among the Plat Records of Anne Arundel County in Plat Book 7, folio 19.

BEING the same lot of ground conveyed to the within named Mortgagors, Robert L. Acord and Freda M. Acord, his wife, by deed dated May 12, 1960, from Arthur M. Jones and Virginia E. Jones, his wife, and recorded among the Land Records of Anne Arundel County in Liber GTC 1390, folio 593.

THE SAID PROPERTY being improved by a dwelling of wood shingle construction containing six rooms, bath, full basement and oil hot air heat on three-quarters of an acre.

14

TERMS OF SALE: A deposit of ten per cent (10 per cent) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of six per cent (6 per cent) per annum to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

Samuel M. Ivrey,
Attorney named in the Mortgage
144 Duke of Gloucester Street
Annapolis, Maryland

Robert H. Campbell
Auctioneer

Ju-4

OFFICE

No. 15 600 Equity

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 34

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1963

We hereby certify, that the annexed

Attorney's Sale

Robert L. Acord

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of June, 1963, the first insertion being made the 14th day of May, 1963

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
JUN 10 1963 3:34 PM

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,500 Equity

In the Matter of the Mortgaged Real Estate of
ROBERT L. ACORD and
FREDA M. ACORD, his wife

Ordered, this 6th day of June, 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 10th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of July next.

The report states that the amount of sale was $14,000.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
Ju-29

OFFICE OF

Evening Capital

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

BOOK 148 PAGE 35

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 1963

We hereby certify, that the annexed
Order Nisi Sale
Eq. 15,600
Robert L. Acord

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 July, 1963. The first insertion being made the 8th day of June, 1963.

FILED
JUL -8 AM 10:56

THE CAPITAL-GAZETTE PRESS, INC.

15 No. E. C. 29854 1963

By H. Tilghman

In the Case of BOOK 148 PAGE 36

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
ROBERT L. ACORD and FREDA M. ACORD, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,600 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 AUG -6 PM 2:54
FILED

All of which is respectfully submitted.
August 6, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 22 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 G. Phippa
Clerk
Per: B. Fitzhugh, deputy

FILED
1963 AUG 22 AM 10:09

16

17

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ROBERT L. ACORD and FREDA M. ACORD, his wife,

BOOK 148 PAGE 37

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

Cr.

1963						
June	5	Proceeds of Sale	14,000	00		
		Interest on deferred payment of $12,600.00				
		from 6/5/63 to 7/29/63	113	40	14,113	40
					14,113	40
		To Attorney for fee, viz:	35	00		
		To Attorney for commissions, viz:	453	40	488	40
		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	64	76		
		Capital-Gazette Press - Order nisi, sale	15	00		
		Globe Indemnity Co. - bond premium	58	00		
		Speer Publications - handbills	17	00		
		Robert H. Campbell - auctioneer's fee	45	00		
		One-half cost documentary stamps	23	10		
		State and County taxes adjusted (202.45) 1/1/63 to 6/5/63	89	87		
		Barbara S. Santos - notary fees	1	00	313	73
		To Annapolis Federal Savings & Loan Assn.				
		In full Mortgage claim filed	12,399	46		
		Interest on principal balance of $12,389.06 from 6/5/63 to 8/22/63 - 78 days @ 6%	159	07	12,558	53
		To Robert L. Acord and Freda M. Acord, his				
		wife, this surplus	689	74	689	74
					14,113	40

PETITION FOR FORECLOSURE

BOOK 148 PAGE 38

FIRST FEDERAL SAVINGS AND LOAN

ASSOCIATION OF BROOKLYN

VS.

LEO G. VARDAS and

MOLLIE E. VARDAS, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 15,554 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s:

That on the 13th day of July A. D. 1962 the defendant s executed and delivered to First Federal Savings and Loan Association of Brooklyn a mortgage upon certain fee simple property in ~~the City of Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $ 17,500.00 and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That 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 pray s that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

Harold M. Vick

Harold M. Vick
2 E. Lexington St., Baltimore 2, Md.
PL 2-6897

Attorney for Plaintiff

FILED

1963 APR 18 AM 8:58

CITY OR COUNTY FEE OR LEASEHOLD BOOK 1578 PAGE 534 BOOK 148 PAGE 39

No. 15,554 Equity

This Mortgage, made this 13th day of July

in the year one thousand nine hundred and sixty-two, between

LEO G. VARDAS and MOLLIE E. VARDAS, his wife, of

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

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN, a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagee has this day loaned to said

LEO G. VARDAS and MOLLIE E. VARDAS, his wife,

the sum of Seventeen Thousand Five Hundred----------($17,500.00)----dollars,

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

By the payment of One Hundred Twelve and 76/100 - - - (112.76) ----- dollars 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 fully paid, interest to be computed by the calendar month; and the said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

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

This loan may be prepaid, in whole or in part, and when the amount prepaid in any one year exceeds twenty per cent of the original principal amount of the loan, Six (6) months' interest on the amount prepaid in excess of said twenty per cent will be charged as a consideration for the acceptance of such prepayment.

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 Mortgagor doth grant, convey and assign unto said Mortgagee, its successors and assigns, all that land and premises situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot #22 on the plat entitled "Robinson Knolls, Robinson Station, District 3, Anne Arundel County, Maryland" made by J. Revell Carr, Registered Surveyor, August 1, 1950, said plat recorded among the Plat Records of Anne Arundel County in Plat Book 22, folio 28.

BEING the same lot of ground and premises 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 Helen Baker unto the within named Mortgagors.

Petitioner's Exhibit No 1

FILED

1963 APR 18 AM 8:59

74cc9

2

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all plumbing, heating, gas and electrical fixtures.

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

If, however, the said Mortgagor shall make the payments and perform the covenants herein contained, then this Mortgage shall be void.

And the said Mortgagor covenants with the said Mortgagee 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, as may be required by the Mortgagee, for the benefit of the Mortgagee in such insurance companies as are acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the Mortgagee only; the Mortgagor hereby waiving all right to the possession of said payment until the Mortgagee's claim under this Mortgage has been fully paid and satisfied.

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, and upon the failure of the Mortgagor to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided.

IV. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the Mortgagor shall pay to the Mortgagee, on the first day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor fails to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this Mortgage, for which foreclosure may be [illegible]d.

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 person or corporation, other than the Mortgagor, 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. To pay a "late charge" not to exceed Four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

VIII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for Thirty (30) days or after default in the performance of any of the aforegoing covenants, for Thirty (30) days.

IX. That, as soon as this Mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay to the said attorney, a fee of Thirty-Five dollars for his services in and about the collection of the said Mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this Mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns, or JOHN B. ROWE, 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 $100. Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said Mortgagor doth hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by said Mortgagor to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said Mortgagor, for himself, herself, or themselves and their heirs, personal representatives and assigns doth hereby covenant and agree to pay; and the said Mortgagee, or said JOHN B. ROWE, its said Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

AND the said Mortgagor hereby covenants that the property herein described is unencumbered, except as may be herein set forth, that said Mortgagor will warrant specially the said property and will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

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

Witness the hand and seal of the said Mortgagor.

WITNESS:

Barbara G. Yeager
Barbara G. Yeager

Leo G. Vardas (SEAL)
Leo G. Vardas

Mollie E. Vardas (SEAL)
Mollie E. Vardas

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT: BOOK 1578 PAGE 537

I HEREBY CERTIFY that on this 13th day of July, 1962, Balto. County, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the ~~City of Baltimore~~, personally appeared LEO G. VARDAS and MOLLIE E. VARDAS, his wife, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared JOHN B. ROWE, Attorney and Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth and further made oath that he is the duly appointed Agent of said body corporate and is authorized to make this affidavit.

As WITNESS my hand and Notarial Seal.

BARBARA G. YEAGER NOTARY PUBLIC BALTIMORE CO., MD.

Barbara G. Yeager
Barbara G. Yeager, Notary Public

9.00

Rec'd for record July 17, 1962 at 2:37 A.M.
Mailed to Rowe, Rowe & Dick

4

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

BOOK 148 PAGE 42

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN *vs.* LEO G. VARDAS and MOLLIE E. VARDAS, his wife	IN THE **CIRCUIT COURT** OF ~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY No. 15,554 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 defendants herein, and that to the best of his (~~her~~) information, knowledge and belief

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

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

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

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

George G. Freyman, *Affiant.*
Executive Vice-President, First Federal Savings and Loan Association of Brooklyn.

Subscribed and sworn to before me this 17th day of April, 1963.

Mary R. Hopkins
Notary Public

My commission expires 5-6-63.

FILED

1963 APR 18 AM 8:59

6

STATEMENT OF MORTGAGE CLAIM

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN *vs.* LEO G. VARDAS and MOLLIE E. VARDAS, his wife	IN THE **CIRCUIT COURT** — OF — ~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY No. 15,554 Equity

BOOK 148 PAGE 43

STATEMENT OF MORTGAGE DEBT

Lot #22 on Plat entitled "Robinson Knolls, Robinson Station, District 3, Anne Arundel County, Md."

Original Amount of Mortgage	$17,500.00
Less payments to Principal	163.97
	$17,336.03
Plus Interest to April 30, 1963	268.48
	$17,604.51
Less Balance in Escrow Account	446.17
Balance Due	$17,158.34

17,336

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 8:59

As witness my hand and Notarial Seal,

Mary R. Hoyt

Notary Public.

BOOK - 148 PAGE 44

DECREE FOR SALE OF MORTGAGE PREMISES

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN	IN THE **CIRCUIT COURT** —OF— ~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY
vs.	
LEO G. VARDAS and MOLLIE E. VARDAS, his wife	No. 15,534 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 Twenty Thousand ($20,000.00) - - - Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County ~~the City of Baltimore~~, as he shall think proper, of the time, place, manner and terms of sale, which shall be ~~shall be one third cash, the balance in six and twelve months for~~ 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 - - - - - - - - heirs 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.

FILED

1963 APR 19 PM 3:25

8

BOOK 148 PAGE 45
BOOK 12 PAGE 65

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

BOND NO. 0466-0160-1131-63

No. 15,554 Equity

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 TWENTY THOUSAND AND NO/100 - - - - - - - -Dollars ($ 20,000.00 -), 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 #511 Owens Way - Severna Park, Md.

mentioned in the proceedings in the case of

First Federal Savings & Loan Association
of Brooklyn

vs.

Leo Vardas & Mollie Vardas, 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.

Signed, sealed and delivered in the presence of

As to Principal:

John B. Rowe

Harold Vick (SEAL)
Harold Vick

(SEAL)

(SEAL)

FILED
1963 MAY 28 AM 11:26

NEW AMSTERDAM CASUALTY COMPANY

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

As to Surety:
XXXXX

M. Greller

1-307-Md. Trustee—Receiver 500-9-51

Bond approved this 28th day of May, 1963

Louis N. Phillips, Clerk

ROWE, ROWE AND VICK
2 E. Lexington Street
Baltimore 2, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Known as 511 Owens Way, Severna Park, Maryland

By virtue of a decree of the Circuit Court for Anne Arundel County, In Equity, No. 15554, the undersigned Trustee will sell at Public Auction, on the premises, on

WEDNESDAY, MAY 29, 1963 AT 3:30 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 Lot No. 22 on the plat entitled "Robinson Knolls, Robinson Station, District 3, Anne Arundel County, Maryland" made by J. Revell Carr, Registered Surveyor, August 1, 1950, said plat recorded among the Plat Records of Anne Arundel County in Plat Book 22, folio 28.

THE IMPROVEMENTS consist of Tri-level brick, frame, and stone dwelling consisting of 7 rooms, 2½ baths, carport, gas heat, approximately ½ acre.

TERMS OF SALE: Cash deposit $1,500.00 at time and place of sale, balance upon ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest from day of sale to day of settlement. Taxes and all other 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

No 10

M-23

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 46

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 27, 1963

We hereby certify, that the annexed

Trustee's Sale
Eq. 15,554
511 Owens Way,
Severna Park, "Yardas"

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
MAY 27 PM 2:35

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Trustee's Sale of Fee Simple property #511 OWENS Way. SEVERNA PARK A.A. Co. MD. 2d DIST. May 29th 1963

TO WHOM IT MAY CONCERN: Sold for HAROLD M. VICK Trustee

BOOK 148 PAGE 47

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.

Known as LOT #22 ON PLAT OF ROBINSON KNOLLS Sold for $18625.00

(Signed) [signature] 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.

[signature]
Mary R. Hopkins - Notary Public

FILED

1963 JUN -4 AM 11:27

Trustee Sale of Fee Simple property
#511 OWENS WAY 3rd Dist A.A. Co MD
Known as LOT #22 on Plat of Robinson Knolls
SEVERNA PARK A.A Co MD.
HAROLD M. VICK TRUSTEE.

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 29th day of May 1963 1968, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Mrs. Delores Baur 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 #511 OWENS WAY SEVERNA PARK A A Co. MD. mentioned in the said Report of Sale.

Mrs. Delores Baur (SEAL) T. C. W. Hobbs
Purchaser Notary Public
Sold For $18,625.00 My Commission expires May 3rd 1965

FILED
1963 JUN -4 AM 11:26

12

Merchandise
and
Furniture
Sales

LExington 9-5930

Real Estate
and
Judicial
Sales

T. C. W. HOBBS

BOOK 148 PAGE 49

Auctioneer and Appraiser

Terms Cash

Randallstown, Md., May 29, 1963.

Sold Harold M.Vick, Trustee, 2 E.Lexington St. Balto.Md.

Sale of the fee-simple property No.511 Owens Way, Severna Park, Md. sold to Mrs.Dolores Baur, #1, Sunset Drive, Severna Park, Md. for the sum of $18,625.00.

Commission 5% on 1000.00--50.00		
.4% " 1500.00--60.00		
3% " 2500.00--75.00		
2½ " 13625.00-340.63	525	63
Advertising "Sun" May 26, 1963	14	05
Total--$	539	68

COPY

18

REPORT OF SALE

BOOK - 148 PAGE 50

FIRST FEDERAL SAVINGS AND LOAN

ASSOCIATION OF BROOKLYN

vs.

LEO G. VARDAS and

MOLLIE E. VARDAS, his wife

IN THE

CIRCUIT COURT

FOR

~~OF~~

~~XXXXXXXXXXXXXX~~

ANNE ARUNDEL COUNTY

IN EQUITY - No. 15554

To The Honorable Judge of the

Circuit Court for ~~of Baltimore City~~ 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 fee simple property

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

MARYLAND GAZETTE

a daily newspaper published in Anne Arundel County ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Wednesday, the 29th day of May, 1963 at 3:30 o'clock P. M. attend on the premises and then and there sold unto

~~Mrs~~. Dolores Baur, No. 1, Sunset Drive, Severna Park, Md., the property known as No. 511 Owens Way, Severna Park, Md., Lot No. 22 on the plat entitled "Robinson Knolls, Robinson Station, District 3, Anne Arundel County, Maryland," the purchase price of said property being $18,625.00, 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.

FILED

1963 JUN -4 AM 11:26

As witness my hand and Notarial Seal,

Mary R. Hopkins

Mary R. Hopkins -*Notary Public.*

14

ORDER NISI

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BROOKLYN

versus

LEO G. VARDAS AND
MOLLIE E. VARDAS, HIS WIFE

BOOK 148 PAGE 51

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,554 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 $ 18,625.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Harold M. Vick, Atty. FOR: MARYLAND GAZETTE June 6th Edition
(Final Order)

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BROOKLYN

versus

LEO G. VARDAS AND
MOLLIE E. VARDAS, 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.

J. Barn Duckett
JUDGE.

FILED

1963 JUL 10 AM 10:16

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,554 Equity

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

versus

LEO G. VARDAS and MOLLIE E. VARDAS, 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 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 $13,625.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
Ju-27

FILED
1963 JUL -1 PM 12:31

No. M. G. 2984

16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 52

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 28, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq 15,554
Leo G. Vardas

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 - 148 PAGE 53

In the Case of

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

VS.

LEO G. VARDAS AND MOLLIE E. VARDAS, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 15,554 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Auditor.

August 15, 1963

FILED 1963 AUG 15 PM 12:15

FINAL ORDER

ORDERED BY THE COURT, this 3rd day of September, 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 34 AM 9:59

Dr. Mortgaged Real Estate of Leo G. Vardas and Mollie E. Vardas, His Wife

In Acct. with Harold M. Vick, Trustee

						Cr.	
By	Amount of Sale, as per Trustee's Report of Sale filed			18625	00		
By	Interest, 6%, on deferred payment $17,125.00 from 5/29/63 to 8/1/63			182	68		
By	Adjustment, 1963 taxes, 5/29/63 to 12/31/63			184	40		
						18992	08
To	Trustee, for commission, viz	588	75				
To	Trustee, for fee, viz	100	00				
				688	75		
To	Trustee, for Court costs, viz						
	Plaintiff's Solicitor, appearance fee	10	00				
	Clerk, Court costs	28	00				
	Auditor, this account	25	00				
				63	00		
To	Trustee, for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi Sale	72	76				
	Sunpapers---Advertising---Sale	14	05				
	New Amsterdam Casualty Company---Bond	80	00				
	T.C.W. Hobbs, Auctioneer's Fee	525	68				
	½ Federal and State Revenue stamps	31	35				
				723	84		
To	First Federal Savings & Loan Association of Brooklyn, Mortgagee, in full for Mortgage claim filed	17158	34				
To	First Federal Savings & Loan Association of Brooklyn, Mortgagee, on account of interest 6%, on principal balance, $16,889.86, from 5/1/63 to 9/1/63	338	80				
				17497	14		
To	Leo G. Vardas & Mollie E. Vardas, Mortgagors, excess			19	35		
						18992.08	

EDWIN C. WEAVER, ATTORNEY NAMED IN MORTGAGE	::	IN THE
	::	CIRCUIT COURT FOR
VS.	::	ANNE ARUNDEL COUNTY
	::	15595 IN EQUITY
STANISLAUS A. NOWICKI and	::	
AGNES J. NOWICKI, his wife	::	

Mr. Clerk:-

Please docket the above entitled case and file among the papers the following instruement marked "PLAINTIFF'S EXHIBIT No. 1"

Mortgage from Stanislaus A. Nowicki and Agnes J. Nowicki, his wife, to the Frederick Avenue Building Association of Baltimore City, dated December 14th., 1961, recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1531 folio 366 &c.

Edwin C. Weaver

EDWIN C. WEAVER
ATTORNEY NAMED IN MORTGAGE
807 Fidelity Bldg.
Baltimore 1, Md.
PL2-1503

FILED

1963 MAY -9 AM 10:58

City—County Direct Reduction Form

BOOK 148 PAGE 56

No. 15,593 Equity

BOOK 1531 PAGE 366

This Mortgage, Made this fourteenth day of December, in the year one thousand, nine hundred and sixtyone, between Stanislaus A. Nowicki and Agnes J. Nowicki, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagors, and the Frederick Avenue 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, have received therefrom an advance of SIXTEEN THOUSAND ($16,000.00) Dollars, being part of the purchase money for the property hereinafter described:

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6 %) per annum in the manner following: By the payment of One Hundred Twentyfive ($125.00) Dollars plus one-twelfth of all taxes, assessments or charges of every nature and description affecting the hereinafter described property, fire and tornado insurance premiums and ground rent 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) 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 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, in said State, and described as follows:

BEING ALL THAT LOT OF GROUND KNOWN AND designated as lot No. 12 (Block 1004 AASC) as shown on the plat of F. Ward DeGrange subdivision, Glen Burnie, recorded among the Land Records of Anne Arundel County in Plat Book G.T.C. No. 26 folio 31, subject to sewer easement along the northeasternmost line of said lot. The improvements thereon being known as No. 422 Joyce Drive, Glen Burnie, SW.

BEING the same lot of ground described in a deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County prior hereto was granted and conveyed by the General Land Title Company to the said Mortgagors, subject to the payment of the annual rent of One Hundred Eighty Dollars.

FILED

1963 MAY -9 AM 10:58

Plaintiff's Exhibit #1

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, ~~in fee simple~~ for all the rest and residue of the term of years yet to come, and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of $180.00

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, it 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 Mortgagees 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 Mortgagor hereby also authorize the said Mortgagee, its successors or assigns or Edwin C. Weaver, 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 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 hands and seals of the said Mortgagors.

BOOK 1531 PAGE 368

WITNESS:

Edwin C. Weaver
EDWIN C. WEAVER

Stanislaus A. Nowicki (SEAL)
STANISLAUS A. NOWICKI

Agnes J. Nowicki (SEAL)
AGNES J. NOWICKI

(SEAL)

(SEAL)

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

I HEREBY CERTIFY that on this 14th., day of December, 1961, before me, the subscriber, a Notary Public, of the State of Maryland in and for Baltimore City aforesaid-------, personally appeared Stanislaus A. Nowicki and Agnes J. Nowicki, his wife, Mortgagors herein,----------

and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared G. Edward Reahl,----------, 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.

750

Edwin C. Weaver
EDWIN C. WEAVER Notary Public.

Rec'd for record Dec. 18, 1961 at 11:39 A.M.
Mailed to Edwin C. Weaver

E-118—1 M—10-61.

BOOK 148 PAGE 59

EDWIN C. WEAVER
ATTORNEY NAMED IN MORTGAGE

VS.

STANISLAUS A. NOWICKI and
AGNES J. NOWICKI, his wife.

IN THE

Circuit Court for ~~Baltimore~~ ANNE ARUNDEL County

IN EQUITY

No. 15515 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of the Frederick Avenue Building Association of Baltimore City

under the mortgage from Stanislaus A. Nowicki and Agnes J. Nowicki, his wife,

to the said Frederick Avenue Building Association of Baltimore City

dated the 14th., day of December, 19 61, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber G.T.C. No. 1531 Folio 366 &c.

To mortgage	$16,000.00
Paid on account of principal	412.68
	$15,587.32
Interest to May 31st., 1963	314.15
	$15,901.47
Less expense account credit	50.24
	$15,851.23

Frank W. McDonald
FRANK W. McDONALD SECRETARY.

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

I HEREBY CERTIFY, that on this 4th day of May in the year nineteen hundred and sixtythree, before me, the subscriber a Notary Public of the State of Maryland, in and for said ~~County~~ City of Baltimore, personally appeared Frank W. McDonald, Secretary of the Frederick Avenue 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. WITNESS my hand and Notarial Seal.

Donald E. Weaver
DONALD E. WEAVER
NOTARY PUBLIC.

FILED
1963 MAY -9 AM 10:58

5

EDWIN C. WEAVER
ATTORNEY NAMED IN MORTGAGE

Plaintiff

VS.

STANISLAUS A. NOWICKI and
AGNES J. NOWICKI,
his wife.

Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

15593 IN EQUITY

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

NON-MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY, that on the 4th day of May, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~County~~ (City) personally appeared G. Edward Reahl, President of the Frederick Avenue 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 Defendants are ~~is~~ not in the Military Service of the United States of America;

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

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

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

Donald E. Weaver
DONALD E. WEAVER Notary Public

G. Edward Reahl
G. EDWARD REAHL Affiant
PRESIDENT

FILED
1963 MAY -9 AM 10:58

6

BOND NO. 77 16 374

BOOK 148 PAGE 61

BOOK 12 PAGE 79

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No. 15593 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Edwin C. Weaver, 807 Fidelity Building
Baltimore, Maryland
as Principal,
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seventeen Thousand and 00/100 ($17,000.00) ---------- 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 29th day of May in the year of our Lord 1963

Whereas, the above bounden Edwin C. Weaver

by virtue of the power contained in a mortgage from Stanislaus A. Nowicki and Agnes J. Nowicki, his wife
to Frederick Avenue Building Association of Baltimore City
bearing date the 14th day of December, 1961 and recorded among the mortgage records of Anne Arundel County
in Liber GTC No. 1531 Folio 366 and Edwin C. Weaver

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 Edwin C. Weaver

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 Edwin C. Weaver

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:

Frank W. McDonald
FRANK W. McDONALD

Edwin C. Weaver (SEAL)
Edwin C. Weaver

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

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

MD3228a—500, 11-59 153723
Mortgagee's or Attorney's Bond

FILED
1963 JUN -6 AM 11:36

Bond approved this 6th day of June, 1963

Louis W. Rippe, Clerk

EDWIN C. WEAVER, Solicitor.
807 Fidelity Bldg.,
Baltimore 1, Maryland

Attorney's Sale

Of Valuable Leasehold Property

Situated in the Fifth District of Anne Arundel County

KNOWN AS NO. 422 JOYCE DRIVE, GLEN BURNIE, SW., MARYLAND

Under and by virtue of the power and authority contained in a Mortgage from Stanislaus A. Nowicki and Agnes J. Nowicki, his wife, to Frederick Avenue Building Association of Baltimore City, dated December 14th., 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1531 folio 366 &c., (default having occurred thereunder) the undersigned, Attorney named in the Mortgage, will sell at public Auction on the premises on

Tues., June 11, 1963
at 2:00 o'clock P.M.
(EDT)

All that leasehold lot of ground and premises situate and lying in the Fifth Election District of Anne Arundel County, State of Maryland, and described as follows:-

BEING all that lot of ground known and designated as lot No. 12 (Block 1004 AASC) as shown on the plat of F. Ward DeGrange subdivision, Glen Burnie, recorded among the Land Records of Anne Arundel County in Plat Book G.T.C. No. 26 folio 31, subject to sewer easement along the northeasternmost line of said lot. The improvements thereon being known as No. 422 Joyce Drive, Glen Burnie, SW.

No. 8

IMPROVED by a two - story brick and asbestos siding dwelling with garage attached and subject to an annual ground rent of One Hundred Eighty Dollars ($180.00) and to any restrictive covenants and/or Utility Agreements of record affecting the property.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money to be paid in cash upon ratification of sale by the Circuit Court for Anne Arundel County, in Equity, and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District Charges, if any, and all other assessments and public charges to be adjusted to day of sale. Cost of all documentary and County transfer tax, if any, shall be borne by the purchaser.

EDWIN C. WEAVER,
Attorney named in Mortgage.

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

120 W. North Avenue
Baltimore 1, Maryland Ju-6

OFFICE 15,593

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 62

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1963

We hereby certify, that the annexed

Attorney's Sale

Stanislaus A. Nowicki

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 June, 1963. The first insertion being made the 16th day of May, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
JUN 10 1963

BOOK - 148 PAGE 63

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 11th 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 T. Ward McGrange, 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~~ for anyone) (that he is the agent for the purchaser, The McGrange Co.,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

The McGrange Co (SEAL)
Purchaser
T. Ward McGrange Pres.

John M. Gill
Notary Public

FILED
1963 JUN 13 AM 10:45

9

EDWIN C. WEAVER, Attorney named in Mortgage, VS. STANISLAUS A. NOWICKI and AGNES J. NOWICKI, his wife.	:: :: :: :: :: :: :: ::	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (In Equity) Equity Docket No. 21 folio 80 Equity No. 15593

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT

The Report of Sale of Edwin C. Weaver, Attorney named in Mortgage, dated December 14th., 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1531 folio 366 &c., from said Stanislaus A. Nowicki and Agnes J. Nowicki, his wife, to the Frederick Avenue Building Association of Baltimore City, 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, Edwin C. Weaver, 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 Tuesday the 11th., day of June, 1963, at 2 P.M. (EDT), attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County, State of Maryland, Beingall that lot of ground known and designated as lot No. 12 (Block 1004 AASC) as shown on the plat of F. Ward DeGrange subdivision, Glen Burnie, recorded among the Land Records of Anne Arundel County in Plat Book G.T.C. No. 26 folio 31, subject to sewer easement along the northeasternmost line of said lot. The improvethereon being known as No. 422 Joyce Drive, Glen Burnie, SW, and being subject to the payment of the annual rent of One Hundred Eighty ($180.00)

1963 JUN 13 AM 10:45
FILED

10

EDWIN C. WEAVER, Solicitor.
807 Fidelity Bldg.,
Baltimore 1, Maryland

Attorney's Sale

Of Valuable Leasehold Property

Situated in the Fifth District of Anne Arundel County

KNOWN AS NO. 422 JOYCE DRIVE, GLEN BURNIE, SW., MARYLAND

Under and by virtue of the power and authority contained in a Mortgage from Stanislaus A. Nowicki and Agnes J. Nowicki, his wife, to Frederick Avenue Building Association of Baltimore City, dated December 14th., 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1531 folio 366 &c., (default having occurred thereunder) the undersigned, Attorney named in the Mortgage, will sell at public Auction on the premises on

Tues., June 11, 1963
at 2:00 o'clock P.M.
(EDT)

All that leasehold lot of ground and premises situate and lying in the Fifth Election District of Anne Arundel County, State of Maryland, and described as follows:-

BEING all that lot of ground known and designated as lot No. 12 (Block 1004 AASC) as shown on the plat of F. Ward DeGrange subdivision, Glen Burnie, recorded among the Land Records of Anne Arundel County in Plat Book G.T.C. No. 26 folio 31, subject to sewer easement along the northeasternmost line of said lot. The improvements thereon being known as No. 422 Joyce Drive, Glen Burnie, SW.

IMPROVED by a two - story brick and asbestos siding dwelling with garage attached and subject to an annual ground rent of One Hundred Eighty Dollars ($180.00) and to any restrictive covenants and/or Utility Agreements of record affecting the property.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money to be paid in cash upon ratification of sale by the Circuit Court for Anne Arundel County, in Equity, and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District Charges, if any, and all other assessments and public charges to be adjusted to day of sale. Cost of all documentary and County transfer tax, if any, shall be borne by the purchaser.

EDWIN C. WEAVER,
Attorney named in Mortgage.

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

120 W. North Avenue
Baltimore 1, Maryland Ju-6

Dollars, and described in the aforementioned mortgage and in the attached advertisement of sale.

BY TERMS OF SALE, a cash deposit of Seven Hundred Fifty ($750.00) Dollars was required of the Purchaser at the time and place of sale and taxes, ground rent and other expenses, including Sanitary District Charges, if any, be adjusted to day of sale.

The property was sold to The DeGrange Company, a body corporate, at and for the sum of SIXTEEN THOUSAND ($16,000.00) Dollars, subject to an annual rent of $180.00, said purchaser being then and there the highest bidder.

Respectfully submitted

Edwin C. Weaver
EDWIN C. WEAVER
ATTORNEY NAMED IN MORTGAGE.

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:-

I HEREBY CERTIFY that on this twelfth day of June, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Edwin C. Weaver, Attorney named in the Mortgage, and made oath in due form of Law that the matters and facts setforth and stated in the aforegoing Report of Sale are true, as therein setforth and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Bettie L. Breeden
BETTIE L. BREEDEN NOTARY PUBLIC.

ORDER NISI

BOOK 148 PAGE 66

EDWIN C. WEAVER,
Attorney named in Mortgage

versus

STANISLAUS A. NOWICKI and
AGNES J. NOWICKI, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,593 Equity

Ordered, this 13th day of June, 1963, That the sale of the property in these proceedings mentioned made and reported by Edwin C. Weaver, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd 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 22nd day of July next.

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

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Edwin C. Weaver, Atty.
(Final Order)

Maryland Gazette (for June 20 edition)

EDWIN C. WEAVER,
Attorney named in Mortgage

versus

STANISLAUS A. NOWICKI and
AGNES J. NOWICKI, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd 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.

O Brien Duckett
JUDGE.

FILED

1963 JUL 23 AM 11:11

12

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,593 Equity

EDWIN C. WEAVER,
Attorney named in Mortgage

versus

STANISLAUS A. NOWICKI and AGNES J. NOWICKI, his wife

Ordered, this 13th day of June, 1963, That the sale of the property in these proceedings mentioned made and reported by Edwin C. Weaver, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd 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 22nd day of July next.

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

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk

Jy-11

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 67

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 12, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,593

Stanislaus A. Nowicki

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of July, 1963. The first insertion being made the 20th day of June, 1963.

FILED
1963 JUL 12 PM 3:43

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 5127

13

In the Case of

EDWIN C. WEAVER, ATTORNEY NAMED IN MORTGAGE

VS.

STANISLAUS A. NOWICKI & WIFE

In the

Circuit Court

For

Anne Arundel County

No. 15,593 Equity

1963 AUG 14 PM 3:44 FILED

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Auditor.

August 14, 1963

FINAL ORDER

ORDERED BY THE COURT, this 30 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: , deputy

FILED

1963 AUG 30 PM 4:33

14

15

Dr. Mortgaged Real Estate of Stanislaus A. Nowicki and Agnes J. Nowicki, His Wife

In Acct. with Edwin C. Weaver, Attorney Named in Mortgage

						Cr.	
By	Amount of Sale, as per Attorney's Report of Sale filed			16000	00		
By	Interest, 6%, on deferred payment $15,250.00 from 6/11/63 to 7/31/63			100	00		
By	Adjustment, 1963 taxes and sanitary charges			203	10		
						16303	10
To	Attorney, for fee, viz	100	00				
To	Attorney, for commissions, viz	510	00				
				610	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.						
	Advertising & Nisi Sale	92	00				
	Sunpapers - Advertising - Sale	31	80				
	Fidelity & Deposit Company of Maryland - Bond	68	00				
	E. T. Newell & Company, Inc. - Auctioneer's fee	350	00				
	Adjustment, ground rent	95	50				
				637	30		
To	Frederick Avenue Building Association, Mortgagee, on account of Mortgage claim			14995	30		
						16303	10
	Balance due on Mortgage as per Mortgage claim filed	15851	23				
	Interest, 6%, on principal balance $15,537.08 from 6/1/63 to 8/30/63	233	05				
		16084	28				
	Credit amount allowed above	14995	30				
	This amount subject to decree in personam	1088	98				

E-116—1M—5-61.

PETITION FOR SALE OF PROPERTY

BOOK 148 PAGE 70

GERMANIA FEDERAL SAVINGS and LOAN ASSOCIATION

Vs.

CHARLES V. GRECO and ROSE M. GRECO, his wife

Docket _____ Folio _____

Case No. 15,597 Equity

Filed _____

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 17th day of October, 1961, A.D. the defendants Executed and delivered to GERMANIA FEDERAL SAVINGS and LOAN ASSOCIATION a mortgage upon certain fee simple property in Anne Arundel ~~Baltimore~~ County, therein described, to secure the payment of the mortgage debt of $15,500 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 mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition, the said mortgage being in default, for non-payment of principal and interest.

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.

George W. McManus, Jr.

George W. McManus, Jr.

10 Light Street, Baltimore 2, Md.

Attorney for Plaintiff

FILED

1963 MAY 13 AM 9:40

[DR.—CITY OR COUNTY]

PETITIONER'S EXHIBIT No. 1.

BOOK 148 PAGE 71

Mortgage

BOOK 1517 PAGE 327 No. 15,577

THIS MORTGAGE, Made this 17th day of October, in the year Nineteen Hundred and sixty-one, by and between CHARLES V. GRECO and ROSE M. GRECO, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and GERMANIA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, hereinafter called Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Fifteen Thousand Five Hundred Dollars ($ 15,500.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and which said sum the said Mortgagor does hereby covenant to repay, with interest at the rate of six per centum (6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of One Hundred Thirty and 80/100 Dollars ($130.80), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of December, 1961, and continuing on the first day of each month thereafter until the principal and interest are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

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

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, State of Maryland, and particularly described as follows:

BEGINNING for the same at an iron pipe previously set beside a concrete stone on the northwest side of the County Road from Jones Station to Dividing Creek at the beginning of the closing line of the conveyance from John A. Fox and wife to John K. Amoss and wife by Deed dated February 9, 1922 and recorded in Liber W.N.W. No. 54, folio 197 thence running with the divisional line described in the Deed from John A. Fox, widower, to John K. Amoss and wife by Deed dated July 12, 1943 and recorded in Liber J.H.H. No. 281, folio 438, North 36 degrees 07 minutes west 1009.09 feet to an iron pipe found in a fence line, distant South 86 degrees 29 minutes East 185.88 feet from a concrete monument at the beginning of the conveyance by Philip H. Tuck, attorney, to Alfred H. Stinchcomb by Deed dated January 29, 1896, and recorded in Liber G.W. No. 1, folio 142; (See also Rose Louise Bachman to Harrison M. Sandrock by Deed as recorded in Liber J.H.H. No. 352, folio 432 etc.) thence running reversely with said line and said fence South 86 degrees 29 minutes East 212.64 feet to the northeast corner of Lot No. 3 as shown on a plat made by C. W. Gould recorded with the confirmatory deed by Annie E. White and Anne Turner to John August Fox and Mary A. Fox, dated June 3, 1909, and recorded in Liber G.W. No. 68, folio 26, thence leaving said fence and Stinchcomb's property and running reversely with the third line of the conveyance by Emma May Thomas and husband to John August Fox and wife by Deed dated August 19, 1908, and recorded in Liber G.W. No. 63, folio 40 etc., and also, running with the westernmost line of the property of James Elmer Lark, South 28 degrees 42 minutes East 605.33 feet to an iron pipe there found; thence continuing South 28 degrees 42 minutes East 275.87 feet to an iron pipe there found on the northern side of said County Road; thence leaving said Lark property and running with the northwestern side of said County Road, South 54 degrees 19 minutes 10 seconds West 50.0 feet to the place of beginning. Containing 2.399 acres

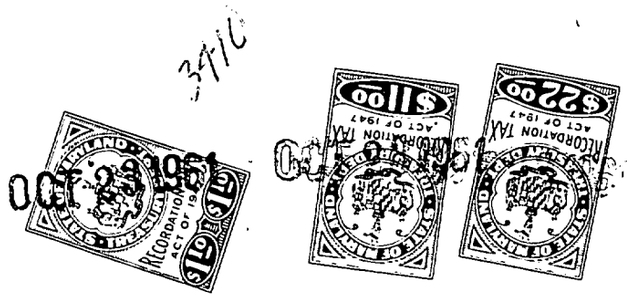
FILED

1963 MAY 13 AM 9:40

more or less according to a survey and plat made by Edward Hall III and Associates, Registered Land Surveyors, in June 1954.

BEING all of Lot No. 3 and a part of Lots Nos. 2 and 4 as shown on said plat by C. W. Gould.

BEING the same lot of ground described in a Deed dated July 8, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 853, folio 504 from John K. Amoss and Gladys S. Amoss, his wife, to the within named Mortgagors.



TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

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

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

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

And the said Mortgagor does further covenant and agree:

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

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies acceptable to, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

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

4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, 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 herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.

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

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

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

8. This loan may be prepaid, in whole or in part, and when the aggregate amount of such prepayments in any one mortgage year equals or exceeds twenty per cent of the original principal amount of the loan, six months' advance interest may be charged on the amount prepaid in excess of said twenty per cent, as a consideration for the acceptance of such prepayment.

9. To pay a "late charge" not to exceed four percentum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

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

AND IT IS AGREED by the said Mortgagor that, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay to the said attorney, a fee of Seventy-Five dollars for his services in and about the collection of the said mortgage debt or any arrearage thereon, even though the debt hereby secured or said arrearage, is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree of sale hereinafter authorized.

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

The 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:

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

Charles V. Greco (SEAL)
Charles V. Greco

Rose M. Greco (SEAL)
Rose M. Greco

(SEAL)

(SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 17th day of October, 19 61, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared CHARLES V. GRECO and ROSE M. GRECO, his wife,

the above named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

At the same time also personally appeared GEORGE W. McMANUS, JR.

the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

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

Maurice F. Mackey Jr.

MAURICE F. MACKEY, JR. Notary Public

My commission expires May 6, 1963.

Rec'd for record Oct. 23, 1961 at 9:10 A.M.

Mailed to George W. McManus, Jr.

Mortgage

FROM

CHARLES V. GRECO and

ROSE M. GRECO, his wife,

TO

GERMANIA FEDERAL SAVINGS AND LOAN ASSOCIATION

REC'D FOR RECORD IN ... COUNTY

1961 OCT 23 AM 9:10

NO. 1517 FOLIO 327

GEORGE W. McMANUS, JR.
Attorney at Law
10 Light Street
Baltimore 2, Maryland

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

BOOK 148 PAGE 75

GERMANIA FEDERAL SAVINGS AND LOAN ASSOCIATION

vs.

CHARLES V. GRECO and ROSE M. GRECO, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Docket ..... Folio .....

No. 15,597 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 Glenn R. Gray, Executive Vice-Pres. of Germania Federal Savings and Loan Association 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~~ are not in the military service of the United States,

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

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

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

Glenn R. Gray
Affiant
Glenn R. Gray

Subscribed and sworn to before me this 24th day of April 1963

Maurice F. Mackey, Jr.
Notary Public
Maurice F. Mackey, Jr.

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

FILED
1963 MAY 13 AM 9:40

E-118—1M—9-1-61

BOOK 148 PAGE 76

GERMANIA FEDERAL SAVINGS and LOAN ASSOCIATION

VS.

CHARLES V. GRECO and ROSE M. GRECO, his wife

IN THE

Circuit Court for ~~Baltimore County~~ ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,599 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of GERMANIA FEDERAL SAVINGS and LOAN ASSOCIATION

under the mortgage from CHARLES V. GRECO, and ROSE M. GRECO, his wife,

to GERMANIA FEDERAL SAVINGS and LOAN ASSOCIATION,

dated the 17th day of October, 1961, and recorded among the Land Records of ~~Baltimore~~ ANNE ARUNDEL County in Liber G.T.C. No. 1517 Folio 327,

Original Principal Sum:	$15,500.00
Paid on Principal	527.70
Principal Balance	14,972.30
Interest to May 31, 1963	523.65
	14,448.65
Expense Account Credit	364.40
TOTAL BALANCE DUE:	$15,057.06

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 10th day of May in the year nineteen hundred and sixty-three, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore County ~~of Baltimore~~ personally appeared GLENN R. GRAY, Vice-President of GERMANIA FEDERAL SAVINGS and LOAN ASSOCIATION

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.

Maurice F. Mackey, Jr.

Maurice F. Mackey, Jr.

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

FILED

1963 MAY 13 AM 9:40

7

E-117—1M—5-61.

Decree in Circuit Court for Anne Arundel County.

GERMANIA FEDERAL

SAVINGS and LOAN ASSOCIATION

Vs.

CHARLES V. GRECO and

ROSE M. GRECO, his wife

DOCKET_____ FOLIO_____

CASE NO. 15,597 Equity

FILED _____

IN THE

CIRCUIT COURT

FOR

Anne Arundel COUNTY

_____TERM, 19___

BOOK 148 PAGE 77

DECREE FOR SALE OF MORTGAGED PREMISES

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

It Is Thereupon, this 14th day of May in the year nineteen hundred and sixty-three 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 GEORGE W. McMANUS, JR. 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 $16,000.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by and further Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be $1000.00 in cash at time of sale, balance in cash with interest at 6 per cent from date of sale upon final ratification of the 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 such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs & assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

O. Bowie Duckett

JUDGE

FILED

1963 MAY 14 AM 10:35

BOOK 148 PAGE 78

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3 BOOK 12 PAGE 90

BOND NO. 77 16 519

No. 15597 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, George W. McManus, Jr., 1040 Maryland National Bank Building Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Sixteen Thousand and 00/100 ($16,000.00) ---------- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

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

WHEREAS, the above bounden George W. McManus, 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 Germania Federal Savings and Loan Association

vs:

Charles V. Greco and Rose M. Greco, n/w

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden George W. McManus, 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:

Maurice F. Mackey Jr.

George W. McManus, Jr. (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

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

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

FILED

1963 JUN 14 PM 12:16

Bond approved this 14 day of June, 1963

Louis N. Phillips, Clerk

9

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity

VS.

GEORGE W. McMANUS, JR.
Solicitor
Maryland National Bank Bldg.
Baltimore 2, Md.

Trustee's Sale

Of Valuable Fee Simple Dwelling Property

On Dividing Creek Rd.
Jones Station, Arnold
Anne Arundel County, Md.

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

Mon., June 17, 1963 at 3:00 o'clock P.M.

ALL THOSE FEE-SIMPLE, lots of ground situate and lying in Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at an iron pipe previously set beside a concrete stone on the northwest side of the County Road from Jones Station to Dividing Creek at the beginning of the closing line of the conveyance From John A. Fox and wife to John K. Amoss and wife by Deed dated February 9, 1922 and recorded in Liber W.N.W. No. 54, folio 197; thence running with the divisional line described in the Deed from John A. Fox, widower, to John K. Amoss and wife by Deed dated July 12, 1943 and recorded in Liber J.H.H. No. 281, folio 438, North 36 degrees 07 minutes west 1009.09 feet to an iron pipe found in a fence line, distant South 86 degrees 29 minutes East 185.88 feet from a concrete monument at the beginning of the conveyance by Phillip H. Tuck, attorney, to Alfred H. Stinchcomb by Deed dated January 29, 1896, and recorded in Liber G. W., No. 1, folio 142; (see also Rose Louise Bachman to Harrison M. Sandrock by Deed as recorded in Liber J.H.H. No. 352, folio 432 etc.) thence running reversely with said line and said fence South 86 degrees 29 minutes East 212.64 feet to the northeast corner of Lot No. 3 as shown on a plat made by C. W. Gould recorded with the confirmatory deed by Annie E. White and Anne Turner to John August Fox and Mary A. Fox, dated June 3, 1909, and recorded in Liber G.W. No. 68, folio 26; thence leaving said fence and Stinchcomb's property and running reversely with the third line of the conveyance by Emma May Thomas and husband to John August Fox and wife by Deed dated August 19, 1908, and recorded in Liber G.W. No. 63, folio 40 etc., and also running with the west-

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 17th day of June 1963, sold the property described in the attached advertisement of sale at and for the sum of $ 15,700 to Germania Fed Sal he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper - Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 17th day of June 1963 purchased the property described in the attached advertisement of sale from George W. McManus, Jr., Trustee at and for the sum of $ 15,700 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Purchaser

FILED
1963 JUN 19 AM 9:39

10

ernmost line of the property of James. Elmer Lark, South 28 degrees 42 minutes East 605.33 feet to an iron pipe there found; thence continuing South 28 degrees 42 minutes East 275.87 feet to an iron pipe there found on the northern side of said County Road; thence leaving said Lark property and running with the northwestern side of said County Road, South 54 degrees 19 minutes 10 seconds West 50.0 feet to the place of beginning. Containing 2.399 acres more or less according to a survey and plat made by Edward Hall III and Associates, Registered Land Surveyors, in June 1954.

Property improved by a 1½-story clapboard cottage containing 7 rooms, bath, full basement, garage etc.

TERMS OF SALE — Deposit of $1,000 at time of sale. Balance cash upon ratification of sale by the Circuit Court of Anne Arundel County In Equity. All expenses and adjustments as of date of sale. Interest to be charged on unpaid purchase money from date of sale to date of settlement. Cost of all documentary stamps to be borne by the purchaser.

GEORGE W. McMANUS, JR.
Trustee.

ALEX COOPER AUCTS., INC.
PL. 2-4868
212 N. Calvert St.
Balto. 2, Md.

Ju-13

BOOK 148 PAGE 80

STATE OF MARYLAND, CITY OF BALTIMORE 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, Baltimore County, personally appeared GLENN R. GRAY fn, GERMANIA Fed'l S. & L. Assn., purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, ~~or he purchased same as agent and his principal is~~ _____, and that he has not directly or indirectly discouraged anyone from bidding for the said Property On Dividing Creek Rd. Jones Station Arnold - A. A. County, Md. mentioned in the said Report of Sale.

Germania Fed'l S. L.
Glenn R. Gray - Ex. V. P.
Purchaser

(SEAL) Joseph A. Cooper
Notary Public

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

_____
Purchaser

FILED
1963 JUN 19 AM 9:38

E-123—1 M—2-62.

BOOK 148 PAGE 82

REPORT OF SALE

—IN THE—

CIRCUIT COURT

—FOR—

ANNE ARUNDEL [redacted] COUNTY IN EQUITY
DOCKET 21, folio 82 (No 15,597)

GERMANIA FEDERAL SAVINGS AND LOAN ASSOCIATION
VS.
CHARLES V. GRECO and ROSE M. GRECO, his wife

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR [redacted] **COUNTY:**

The Report of Sale of George W. McManus, Jr. Trustee appointed by the decree in the above entitled cause to make sale of fee simple property on Dividing Creek Road, Jones Station;

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 Capital-Gazette Press, Inc. publication known as "Maryland Gazette" a weekly newspaper, published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on 17th the day of June, 1963, at 3:00 o'clock, P. M., attend on the premises and then and there sold the said property to Germania Federal Savings & Loan Association as described in the attached advertisement, at the price of $15,700.00, in fee simple, the said Germania Federal Savings and Loan Association being then and there the highest bidder.

George W. McManus, Jr. Trustee.

State of Maryland, County of Baltimore, 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 the County of Baltimore aforesaid, personally appeared George W. McManus, Jr. Trustee and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

Maurice F. Mackey, Jr., Notary Public

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

1963 JUN 19 AM 9:38

FILED

12

GEORGE W. McMANUS, JR.
Solicitor
Maryland National Bank Bldg.
Baltimore 2, Md.

Trustee's Sale

Of Valuable Fee Simple Dwelling Property

On Dividing Creek Rd.
Jones Station, Arnold
Anne Arundel County, Md.

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

Mon., June 17, 1963 at 3:00 o'clock P.M.

ALL THOSE FEE-SIMPLE, lots of ground situate and lying in Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at an iron pipe previously set beside a concrete stone on the northwest side of the County Road from Jones Station to Dividing Creek at the beginning of the closing line of the conveyance From John A. Fox and wife to John K. Amoss and wife by Deed dated February 9, 1922 and recorded in Liber W.N.W. No. 54, folio 197; thence running with the divisional line described in the Deed from John A. Fox, widower, to John K. Amoss and wife by Deed, dated July 12, 1943 and recorded in Liber J.H.H. No. 281, folio 438, North 36 degrees 07 minutes west 1009.09 feet to an iron pipe found in a fence line, distant South 86 degrees 29 minutes East 185.88 feet from a concrete monument at the beginning of the conveyance by Phillip H. Tuck, attorney, to Alfred H. Stinchcomb by Deed dated January 29, 1896, and recorded in Liber G. W., No. 1, folio 142; (see also Rose Louise Bachman to Harrison M. Sandrock by Deed as recorded in Liber J.H.H. No. 352, folio 432 etc.) thence running reversely with said line and said fence South 86 degrees 29 minutes East 212.64 feet to the northeast corner of Lot No. 3 as shown on a plat made by C. W. Gould record-

BOOK - 148 PAGE 84

ed with the confirmatory deed by Annie E. White and Anne Turner to John August Fox and Mary A. Fox, dated June 3, 1909, and recorded in Liber G.W. No. 68, folio 26, thence leaving said fence and Stinchcomb's property and running reversely with the third line of the conveyance by Emma May Thomas and husband to John August Fox and wife by Deed dated August 19, 1908, and recorded in Liber G.W. No. 63, folio 40 etc., and also running with the westernmost line of the property of James Elmer Lark, South 28 degrees 42 minutes East 605.33 feet to an iron pipe there found; thence continuing South 28 degrees 42 minutes East 275.87 feet to an iron pipe there found on the northern side of said County Road; thence leaving said Lark property and running with the northwestern side of said County Road, South 54 degrees 19 minutes 10 seconds West 50.0 feet to the place of beginning. Containing 2.399 acres more or less according to a survey and plat made by Edward Hall III and Associates, Registered Land Surveyors, in June 1954.

Property improved by a 1½-story clapboard cottage containing 7 rooms, bath, full basement, garage etc.

TERMS OF SALE — Deposit of $1,000 at time of sale. Balance cash upon ratification of sale by the Circuit Court of Anne Arundel County In Equity. All expenses and adjustments as of date of sale. Interest to be charged on unpaid purchase money from date of sale to date of settlement. Cost of all documentary stamps to be borne by the purchaser.

GEORGE W. McMANUS, JR.
Trustee.

ALEX COOPER AUCTS., INC.
PL. 2-4868
212 N. Calvert St.
Balto. 2, Md.

Ju-13

Publ. 5/23/63

ORDER NISI

GERMANIA FEDERAL SAVINGS AND LOAN ASSOCIATION

versus

CHARLES V. GRECO AND ROSE M. GRECO, HIS WIFE

BOOK 148 PAGE 85

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,597 Equity

Ordered, this 19th day of June, 19 63, That the sale of the property in these proceedings mentioned made and reported by George W. McManus, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th 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 29th day of July next.

The report states that the amount of sale was $ 15,700.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

George W. McManus, Jr., Atty. FOR: MARYLAND GAZETTE June 27th Edition

(Final Order)

GERMANIA FEDERAL SAVINGS AND LOAN ASSOCIATION

versus

CHARLES V. GRECO AND ROSE M. GRECO, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 30th day of July, 19 63 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bruce Duckett

JUDGE.

FILED

1963 JUL 30 PM 3:37

13

GEORGE W. McMANUS, JR.
Solicitor
Maryland National Bank Bldg.
Baltimore 2, Md.

Trustee's Sale

Of Valuable Fee Simple Dwelling Property

On Dividing Creek Rd.
Jones Station, Arnold
Anne Arundel County, Md.

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

Mon., June 17, 1963
at 3:00 o'clock P.M.

ALL THOSE FEE-SIMPLE, lots of ground situate and lying in Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at an iron pipe previously set beside a concrete stone on the northwest side of the County Road from Jones Station to Dividing Creek, at the beginning of the closing line of the conveyance From John A. Fox and wife to John K. Amoss and wife by Deed dated February 9, 1922 and recorded in Liber W.N.W. No. 54, folio 197; thence running with the divisional line described in the Deed from John A. Fox, widower, to John K. Amoss and wife by Deed dated July 12, 1943 and recorded in Liber J.H.H. No. 281, folio 438, North 36 degrees 07 minutes west 1009.09 feet to an iron pipe found in a fence line, distant South 86 degrees 29 minutes East 185.88 feet from a concrete monument at the beginning of the conveyance by Phillip H. Tuck, attorney, to Alfred H. Stinchcomb by Deed dated January 29, 1896, and recorded in Liber G. W., No. 1, folio 142; (see also Rose Louise Bachman to Harrison M. Sandrock by Deed as recorded in Liber J.H.H. No. 352,

No. 14

15597

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 86

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 24, 1963

We hereby certify, that the annexed Trustee's Sale Dividing Creek Jones Station,

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 23rd day of May, 1963.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

JUN 25 PM 3:12

By H. Tilghman

folio 432 etc.) thence running reversely with said line and said fence South 86 degrees 29 minutes East 212.64 feet to the northeast corner of Lot No. 3 as shown on a plat made by C. W. Gould recorded with the confirmatory deed by Annie E. White and Anne Turner to John August Fox and Mary A. Fox, dated June 3, 1909, and recorded in Liber G.W. No. 68, folio 26, thence leaving said fence and Stinchcomb's property and running reversely with the third line of the conveyance by Emma May Thomas and husband to John August Fox and wife by Deed dated August 19, 1908, and recorded in Liber G.W. No. 63, folio 40 etc., and also running with the westernmost line of the property of James Elmer Lark, South 28 degrees 42 minutes East 605.33 feet to an iron pipe there found; thence continuing South 28 degrees 42 minutes East 275.87 feet to an iron pipe there found on the northern side of said County Road; thence leaving said Lark property and running with the northwestern side of said County Road, South 54 degrees 19 minutes 10 seconds West 50.0 feet to the place of beginning. Containing 2.399 acres more or less according to a survey and plat made by Edward Hall III and Associates, Registered Land Surveyors, in June 1954.

Property improved by a 1½-story clapboard cottage containing 7 rooms, bath, full basement, garage etc.

TERMS OF SALE — Deposit of $1,000 at time of sale. Balance cash upon ratification of sale by the Circuit Court of Anne Arundel County In Equity. All expenses and adjustments as of date of sale. Interest to be charged on unpaid purchase money from date of sale to date of settlement. Cost of all documentary stamps to be borne by the purchaser.

GEORGE W. McMANUS, JR.
Trustee.

ALEX COOPER AUCTS., INC.
PL. 2-4868
212 N. Calvert St.
Balto. 2, Md.

Ju-13

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

No. 15,597 Equity

GERMANIA FEDERAL SAVINGS
AND LOAN ASSOCIATION

versus

CHARLES V. GRECO and
ROSE M. GRECO, his wife

Ordered, this 19th day of June, 1963, That the sale of the property in these proceedings mentioned made and reported by George W. McManus, Jr., Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th 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 29th day of July next.

The report states that the amount of sale was $15,700.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
Jy-18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 88

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 23, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,597

Charles V. Greco

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 July, 1963. The first insertion being made the 27th day of June, 1963

THE CAPITAL-GAZETTE PRESS, INC.

FILED
JUL 23 PM 4:29 1963

By H. Tilghman

No. M. G. 5212

15

E-118—1M—9-1-61

BOOK 148 PAGE 89

GERMANIA FEDERAL SAVINGS AND LOAN ASSOCIATION

VS.

CHARLES V. GRECO and ROSE M. GRECO, his wife

IN THE

Circuit Court for ~~Baltimore County~~ ANNE ARUNDEL COUNTY

IN EQUITY

Amended

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of GERMANIA FEDERAL SAVINGS AND LOAN ASSOCIATION

under the mortgage from CHARLES V. GRECO and ROSE M. GRECO, his wife,

to GERMANIA FEDERAL SAVINGS AND LOAN ASSOCIATION

dated the 17th day of October, 1961, and recorded among the Land Records of Baltimore County in Liber GTC No. 1517 Folio 327

Original Principal Sum	$ 15,500.00
Paid on Principal	527.70
Principal Balance	14,972.30
Interest to May 31, 1963	523.65
	15,495.95
Expense Account Credit	364.40
TOTAL BALANCE DUE:	$ 15,131.55

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 10th day of May in the year nineteen hundred and sixty-three, before me, the subscriber a Notary Public of the State of Maryland, in and for ~~said~~ Baltimore County ~~of Baltimore~~, personally appeared GLENN R. GRAY, Vice President of Germania Federal Savings and Loan Association

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.

Maurice F. Mackey, Jr.

Maurice F. Mackey, Jr.

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

FILED

1963 AUG 15 PM 12:12

16

In the Case of

GERMANIA FEDERAL SAVINGS AND LOAN ASSOCIATION

VS.

CHARLES V. GRECO AND ROSE M. GRECO, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 15,597 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.

Charles A. Andersen Jr.
Auditor.

August 15, 1963

1963 AUG 15 PM 12:12 FILED

FINAL ORDER

ORDERED BY THE COURT, this 3rd day of September, 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 AUG 34 AM 9:59

17

Dr. Mortgaged Real Estate of Charles V. Greco & Rose M. Greco, His Wife

In Acct. with George W. McManus, Jr., Trustee

						Cr.	
By	Amount of Sale, as per Trustee's Report of Sale filed			15700	00		
By	Interest, 6%, on deferred payment, $14,700.00 from 6/17/63 to 7/31/63			115	04		
						15815	04
To	Trustee, for fee, viz	100	00				
To	Trustee, for commission, viz	501	00				
				601	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	123	52				
	Sunpapers----Advertising----Sale	24	05				
	Fidelity & Deposit Co. of Maryland---Bond	64	00				
	Alex Cooper, Auctioneer's Fee	25	00				
	Adjustment, real estate taxes, 5 months & 17 days	132	80				
				369	37		
To	Germania Federal Savings & Loan Association, Mortgagee, on account of Mortgage claim			14784	17		
						15815	04
	Balance due on Mortgage, as per claim filed	15131	55				
	Interest, 6%, on principal balance $14,607.90 from 6/1/63 to 9/1/63	319	10				
		15450	65				
	Credit amount allowed above	14784	17				
	This amount subject to decree in personam	666	48				

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF EUGENE F. DAVIS, JR. AND REULAH B. DAVIS, HIS WIFE	* * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 15,594 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.

FILED
1963 MAY -9 PM 1:18

BOOK - 148 PAGE 93

LIBER 1227 PAGE 165

No. 15,594 Equity

Form No. 1—County Fee

PURCHASE MONEY

This Mortgage, made this 14th day of August, in the year one thousand nine hundred and fifty-eight, between EUGENE F. DAVIS, JR. and BEULAH B. DAVIS, 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 EUGENE F. DAVIS, JR. and BEULAH B. DAVIS, his wife the sum of Three Thousand and 00/100 ($3,000.00) - - - - - - - - - - - - - - - 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 Twenty Five and 32/100 ($25.32) - - - - - - - - - - - - - - - - - - - dollars plus one-twelfth of the annual taxes, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said EUGENE F. DAVIS, JR. and BEULAH B. DAVIS, his wife do(th) grant, convey and assign unto said Annapolis Federal Savings and Loan Association, its successors and assigns, all those lots, pieces, or parcels of ground situate, lying and being in the Seventh election district of Anne Arundel County, State of Maryland, and described as follows: being Lots 19, 20, and 21, in Block J as shown on the plat of Deale Beach, recorded among the Plat Records of Anne Arundel County in Plat Book 9, folio 50.

BEING the same property conveyed to the within named mortgagors EUGENE F. DAVIS, JR. and BEULAH B. DAVIS, his wife, by deed of even date from WILLIAM G. LANHAM and ELEANOR LANHAM, his wife, recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

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

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

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever, SUBJECT, however, to Restrictions Liber FAM 156, folio 173

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

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

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

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

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

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

WITNESS:

Samuel M. Ivrey

Samuel M. Ivrey; as to both

Eugene F. Davis Jr. (SEAL)
Eugene F. Davis, Jr.

(SEAL)

Beulah B. Davis (SEAL)
Beulah B. Davis

(SEAL)

LIBER 1227 PAGE 168

State of Maryland, Anne Arundel County, to wit: BOOK - 148 PAGE 96

I HEREBY CERTIFY, that on this 14th day of August in the year one thousand nine hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared EUGENE F. DAVIS JR. and BEULAH B. DAVIS, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared R. GARDINER CHANEY, President of Annapolis Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Samuel M. Ivrey, Notary Public.

10.00

My commission expires on May 4, 1959

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL COUNTY

Rec'd for record Aug. 15 1958 at 1:44 P.M.
Mailed to Samuel M. Ivrey

#4 2

Mortgage

FROM

EUGENE F. DAVIS Jr. and

BEULAH B. DAVIS, his wife

TO

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

Property Lots 19, 20, and 21 ~~Beale Beach, Seventh~~ Ele. Dist. Anne Arundel Co, Md

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 $ 10.00

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 MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
EUGENE F. DAVIS, JR. AND	*	FOR
BEULAH B. DAVIS, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. 15,594 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 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 8th DAY OF MAY, 1963.

Barbara S. Santos

BARBARA S. SANTOS, NOTARY PUBLIC

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1963 MAY -9 PM 1:18

- 6

BOOK - 148 PAGE 98

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
EUGENE F. DAVIS, JR. AND	*	FOR
BEULAH B. DAVIS, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. 15,594 EQUITY

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

STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE CLAIM OF ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND (FORMERLY ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND), UNDER MORTGAGE TO THE SAID ASSOCIATION FROM EUGENE F. DAVIS, JR. AND BEULAH B. DAVIS, HIS WIFE, SAID MORTGAGE DATED AUGUST 14, 1958 AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER GTC 1227, FOLIO 165; SAID MORTGAGE BEING IN DEFAULT.

BALANCE DUE ON PRINCIPAL TO 5/31/63	$2,444.46
INTEREST TO 6/3/63	1.23
TOTAL	$2,445.69

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 8TH DAY OF MAY, 1963, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED R. GARDINER CHANEY, PRESIDENT OF THE ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, AND MADE OATH IN DUE FORM OF LAW THAT THE AFOREGOING IS A TRUE STATEMENT OF THE AMOUNT REMAINING DUE ON ITS MORTGAGE CLAIM DESCRIBED HEREIN, AND THAT IT HAS NOT RECEIVED ANY SECURITY OR ANY SATISFACTION 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 PUBLIC

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

MY COMMISSION EXPIRES:

MAY 3, 1965.

FILED

1963 MAY -9 PM 1:18

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BOOK 148 PAGE 99

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

BOOK 12 PAGE 71

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

Bond No. 421571

Equity #15,594

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 Four Thousand Five Hundred Dollars ($4,500.00) 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 3rd day of June 19 63 .

WHEREAS BY VIRTUE OF A POWER OF SALE contained in a Mortgage from Eugene F. Davis, Jr. and Beulah B. Davis - - - - - - - bearing date on or about the 14th day of August , 19 58 , the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

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

SIGNED, sealed and delivered in the presence of

Bond approved this 3rd day of June, 1963

Louis 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

1963 JUN 3 AM 10:56

Attorney's Sale

— Of Valuable — Improved Real Estate

SIXTH STREET, DEALE BEACH
SEVENTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY
DEALE, MARYLAND

Under and by virtue of the power of sale contained in the mortgage from Eugene F. Davis, Jr. and Beulah B. Davis, his wife, said mortgage dated August 14, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1227, folio 165, 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, June 3, 1963 at 11 o'clock A.M.

ALL THOSE LOTS OF GROUND situate in the Seventh Election District of Anne Arundel County, Maryland, being Lots 19, 20 and 21, in Block J, as shown on the plat of Deale Beach, recorded among the Plat Records of Anne Arundel County in Plat Book 9, folio 50. (Subject to Restrictions recorded in Liber FAM 156, folio 173.)

BEING the same lots of ground conveyed to the within named Mortgagors, Eugene F. Davis, Jr. and Beulah B. Davis, his wife, by deed from William G. Lanham and Eleanor Lanham, his wife, dated August 14, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1227, folio 163.

THE SAID PROPERTY being improved by a frame dwelling containing 4 rooms and bath, aluminum roof.

TERMS OF SALE: A deposit of ten per cent (10 per cent) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of six per cent (6 per cent) per annum to be paid in cash upon final ratification of sale, taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY, Attorney
named in the Mortgage
144 Duke of Gloucester Street
Annapolis, Maryland

ROBERT H. CAMPBELL,
Auctioneer

M-31

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK - 148 PAGE 100

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 31, 1963

We hereby certify, that the annexed

Attorney's Sale

Eugene F. Davis, 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 3rd day of June, 1963. The first insertion being made the 10th day of May, 1963

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1963 JUN -5 PM 3:44

By H. Silghman

BOOK - 148 PAGE 101

AGREEMENT
AND
AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss.

I HEREBY CERTIFY, THAT ON THIS 3RD DAY OF JUNE, 1963, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED R. GARDINER CHANEY, PRESIDENT OF ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION, 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 $2,500.00; A DEPOSIT OF $ 250.00 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 IS AN OFFICER ACTING FOR ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION.

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 H. Campbell
ROBERT H. CAMPBELL, AUCTIONEER by George Wolfe Jr. Agent

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION (SEAL)

BY: R. Gardiner Chaney (SEAL)
R. GARDINER CHANEY, PRESIDENT

Samuel M. Ivrey
SAMUEL M. IVREY, NOTARY PUBLIC

FILED
1963 JUN -7 AM 9:35

ROBERT H. CAMPBELL - - - - Auctioneer

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

SIXTH STREET, DEALE BEACH
SEVENTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY
DEALE, MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Eugene F. Davis, Jr., and Beulah B. Davis, his wife, said mortgage dated August 14, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1227, folio 165, 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, JUNE 3, 1963

AT 11:00 O'CLOCK A.M.

ALL THOSE LOTS OF GROUND situate in the Seventh Election District of Anne Arundel County, Maryland, being Lots 19, 20 and 21, in Block J, as shown on the plat of Deale Beach, recorded among the Plat Records of Anne Arundel County in Plat Book 9, folio 50. (Subject to Restrictions recorded in Liber FAM 156, folio 173.)

BEING the same lots of ground conveyed to the within named Mortgagors, Eugene F. Davis, Jr. and Beulah B. Davis, his wife, by deed from William G. Lanham and Eleanor Lanham, his wife, dated August 14, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC 1227, folio 163.

THE SAID PROPERTY being improved by a frame dwelling containing 4 rooms and bath, aluminum roof.

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 JUN -7 AM 9:35

BOOK - 148 PAGE 103

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF EUGENE F. DAVIS, JR. AND BEULAH B. DAVIS, HIS WIFE	* * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 15,594 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 THECITY OF ANNAPOLIS, MARYLAND, ON MONDAY, JUNE 3, 1963, AT 11:00 O'CLOCK A.M., THE TIME, AND PLACE MENTIONED IN SAID ADVERTISEMENT AND THEN AND THERE IN THE PRESENCE OF A NUMBER OF PERSONS, DID PROCEED TO SELL AT PUBLIC SALE THE PROPERTY MENTIONED IN SAID MORTGAGE, TO WIT:

ALL THOSE LOTS OF GROUND SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, BEING LOTS 19, 20, AND 21, IN BLOCK J, AS SHOWN ON THE PLAT OF DEALE BEACH, RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK 9, FOLIO 50. (SUBJECT TO RESTRICTIONS RECORDED IN LIBER FAM 156, FOLIO 173).

BEING THE SAME LOTS OF GROUND CONVEYED TO EUGENE F. DAVIS, JR. AND BEULAH B. DAVIS, HIS WIFE, BY DEED FROM WILLIAM G. LANHAM AND ELEANOR LANHAM, HIS WIFE, DATED AUGUST 14, 1958, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER GTC 1227, FOLIO 163.

SAID PROPERTY BEING SOLD TO ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION, OF ANNAPOLIS, MARYLAND, A BODY CORPORATE, DULY INCORPORATED UNDER THE LAWS OF THE UNITED STATES OF AMERICA, AT AND FOR THE SUM OF $2,500.00, IT BEING AT THAT PRICE THEN AND THERE, THE HIGHEST BIDDER THEREFOR.

FILED
1963 JUN -7 AM 9:35

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

12

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 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 5TH DAY OF JUNE, 1963, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND 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.

Barbara S. Santos

BARBARA S. SANTOS, NOTARY PUBLIC

MY COMMISSION EXPIRES:
MAY 3, 1965

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

13

ORDER NISI

BOOK 148 PAGE 105

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF EUGENE F. DAVIS, JR. AND BEULAH B. DAVIS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,594 Equity

Ordered, this 7th day of June, 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 30th 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 30th day of July next.

The report states that the amount of sale was $ 2,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Samuel M. Ivrey, Atty.
(Final Order)

FOR: EVENING CAPITAL June 28th Edition

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF EUGENE F. DAVIS, JR. AND BEULAH B. DAVIS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 31st 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.

O. Bowie Duckett
JUDGE.

FILED

1963 AUG -1 PM 12:01

14

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,594 Equity

In the Matter of the Mortgaged Real Estate of
EUGENE F. DAVIS, JR. and
BEULAH B. DAVIS, his wife

Ordered, this 7th day of June, 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 30th 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 30th day of July next.

The report states that the amount of sale was $2,500.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

Jy 19

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 106

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 24, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq 15,594

Eugene F. Davis, 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 30th day of July, 1963. The first insertion being made the 28th day of June, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED 1963 JUL 24 PM 2:36

No. E. C. 5242

By A. Tilghman

15

BOOK - 148 PAGE 107

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
EUGENE F. DAVIS, JR. and BEULAH B. DAVIS, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,594 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

August 16, 1963

John H. Hopkins, IV, Auditor.

FILED
1963 AUG 16 AM 10:55

FINAL ORDER

ORDERED BY THE COURT, this 4th day of September, 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 SEP -4 AM 10:07

16

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF EUGENE F. DAVIS, JR. and BEULAH B. DAVIS, his wife,

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

						Cr.
1963						
June	3	Proceeds of Sale	2,500	00	2,500	00
					2,500	00
		To Attorney for fee, viz:	35	00		
		To Attorney for commissions, viz:	107	50	142	50
		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	66	52		
		Capital-Gazette Press - Order nisi, sale	15	00		
		Speer Publications - Handbills	17	00		
		Globe Indemnity Co. - bond premium	18	00		
		Robert H. Campbell - auctioneer's fee	45	00		
		One-half cost documentary stamps	4	13		
		1963 County & State taxes adjusted				
		1/1/63 to 6/3/63 - $68.23	30	12		
		Barbara S. Santos - notary fees	1	00	196	77
		To Annapolis Federal Savings & Loan Assn.				
		this balance on account of claim filed	2,100	23	2,100	23
					2,500	00

		Amount of Mortgage claim filed	2,445	69		
		Interest on principal balance of $2,444.46 from 6/3/63 to 9/2/63 - 90 days @ 6%	36	23		
			2,481	92		
		Cr. - amount allowed above	2,100	23		
		Balance subject to Decree in Personam	381	69		

EX PARTE IN THE MATTER OF	*	IN THE
PAULINE BURNS, INCOMPETENT	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 15,306 EQUITY 20-395

* *

PETITION FOR SALE OF REAL ESTATE OF INCOMPETENT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ellis Birmbaum, Committee of Pauline Burns, incompetent by W. Garrett Larrimore, his Solicitor, respectfully shows:

1. That by a decree of The United States District Court for the District of Columbia dated August 5, 1960, the said Pauline Burns was declared to be an incompetent.

2. That your Petitioner was appointed as Committee of the Estate of Pauline Burns, Incompetent by the said United States District Court for the District of Columbia, a certified copy of the said decree and appointment is filed herewith as Petitioner's Exhibits and prayed to be taken as a part hereof.

3. That said Pauline Burns is the owner of certain property designated as Lots Nos. 4346, 4347 and 4348 as shown on "Third Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland" as filed in the Plat Record of Anne Arundel County in Plat Book #8 folio 10, which she acquired by deed dated July 14, 1937 from Warren E. Miller, Trustee to Rea C. Burns and Pauline Burns, his wife and recorded among the Land Records of Anne Arundel County in Liber FAM 165 folio 476. The said Rea C. Burns having died on May 18, 1954.

4. That your Petitioner has contracted to sell the real estate above mentioned and that your Petitioner verily believes that it would be to the best interest, welfare and advantage of the said incompetent that the real estate be sold and the proceeds thereof be used for her support and expenses.

FILED
1962 NOV 21 PM 12:59

5. That your Petitioner files herewith a contract of sale by and between your Petitioner and Franco Albergo and Raffaela Albergo, his wife, for the price of Four Hundred Dollars ($400.00) and which sum is a fair and reasonable price for the unimproved lots and is more than he verily believes can be obtained at a public sale, said contract filed herewith as Petitioner's Exhibit.

WHEREFORE, your Petitioner prays this Honorable Court:

(a) That a Decree be passed authorizing said Committee to sell the realty of said Pauline Burns, Incompetent, at and for the contract price of $400.00 to Franco Albergo and Raffaela Albergo, his wife.

(b) That the proceeds of said sale be administered under the jurisdiction of this Honorable Court.

(c) That your Petitioner be authorized to transfer all the right, title, interest and estate of the said Pauline Burns, Incompetent, in said property to the purchaser thereof and be authorized to execute a deed therefore upon the payment of the purchase price therefor and deliver a good and marketable title therewith.

(d) And for such other and further relief as the nature of this cause may require.

AND AS IN DUTY BOUND, ETC.

W. Garrett Larrimore
Solicitor

Ellis Birnbaum, Committee

DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY that on the 20 day of ~~October~~ Nov, 1962, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared Ellis Birnbaum, Committee of Pauline Burns, and made oath in due form of law that the matters and things stated in the foregoing Petition are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

United States District Court for the District of Columbia

Mental Health No. 1199-60

In Re: BOOK 148 PAGE 112

Pauline Burns
(Patient)

CERTIFICATE OF COMMITTEE APPOINTMENT

I, Harry M. Hull, Clerk of the United States District Court for the District of Columbia, hereby certify that, on the 5th day of August, 1960 Ellis Birnbaum was appointed by Judge Hart as committee of the ~~person and~~ estate of Pauline Burns, Patient; and I further certify that said Ellis Birnbaum committee, has filed his duly approved undertaking in the maximum sum of Eleven thousand five hundred dollars ($11,500.00) with Glens Falls Insurance Company as surety thereon; and that according to the records in this office the appointment has not been terminated.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said court, at the city of Washington, in said District of Columbia, this 28th day of Sept., 1962

FILED 1963 APR 26 PM 4:08

HARRY M. HULL, Clerk

By Catherine Wood
Deputy Clerk.

FILED
1962 NOV 21 PM 12:59

In Re Pauline Burns Examiner's Exh. 3 E. C. Conway Examiner
15,306 Eq

3

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

BOOK 148 PAGE 113

In the Matter of

PAULINE BURNS

Patient

F-W-60

Mental Health No. 1199-60

FILED
JUL 20 1960
HARRY M. HULL, Clerk

DECREE OF ADJUDICATION AND COMMITMENT

This matter coming on to be heard ~~by the~~ in open Court, for final hearing considering the petition filed herein and the report and recommendations of the Commission on Mental Health, who, having made an examination of the mental condition of the patient, and having conducted a hearing, at which the patient, ~~his~~ her relatives, friends and witnesses testified and were examined upon the issue of ~~his~~ her mental condition and ability to pay the expense of maintenance and treatment in a hospital, found the patient to be of unsound mind and in need of treatment in a hospital for ~~his~~ her mental condition; and no demand for a trial by a jury or further hearing by the Court having been filed within five days as provided by law, it is by the Court, this 20th day of July 19 60

ADJUDGED and DECREED

1. That Pauline Burns is of unsound mind and is hereby committed to Saint Elizabeths Hospital until she may be safely discharged therefrom.

2. That Pauline Burns is a resident of the District of Columbia.

3. That the expense of the maintenance and treatment of Pauline Burns in Saint Elizabeths Hospital shall be borne by the District of Columbia without prejudice to its right to claim reimbursement in full from the estate of the patient, or others, as provided by law.

Guardian ad litem:
Ellis Birnbaum

Judge

A TRUE COPY
TEST: 6-16-65
HARRY M. HULL, Clerk
By [illegible] Deputy Clerk

29

CONTRACT OF SALE

For use only by Members of the Anne Arundel County Real Estate Board, Inc.

BOOK 148 PAGE 114

THIS AGREEMENT, made this day of May, 1962, by and between ELLIS BIRNBAUM, Esquire, Committee of Estate of Pauline Burns, 600 Indiana Avenue, N. W., Washington, D. C., of the first part, hereinafter called SELLER, and FRANCO ALBERGO and ~~RAFELLA~~ RAFFAELA ALBERGO, his wife, Edgewater Post Office, Anne Arundel County, Maryland, of the second part, hereinafter called BUYERS.

Witnesseth: that the said Seller hereby bargain and sell unto the said Buyer, and the Buyer do hereby purchase from the Seller — subject to any covenants and restrictions of record, easements and public utilities agreements of record (if any) and to possessory rights of tenant thereof (if any), the following described property situate and lying in Anne Arundel County, State of Maryland:

Lots Nos. 4346, 4347, 4348 as shown on "Third Map of Woodland Beach, District No. 1, A. A. Co., Md." filed in Plat Book 8, folio 10.

Being the same lots conveyed to Rea C. Burns and Pauline Burns, his wife, by Warren E. Miller, Trustee, by deed dated July 14, 1937 and recorded in the Land Records of Anne Arundel County in Liber F. A. M. 165, folio 470.

At and for the price of Four Hundred . . . . . Dollars,
of which Fifty . . . . . Dollars
have been paid prior to the signing hereof, and the balance of said purchase money is to be paid as follows:

Cash at time of settlement.

Buyers agree to pay all charges and expenses of perfecting title and counsel fees pertaining thereto.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Seller at the Buyer's expense, which shall convey the property by a good and merchantable title to the Buyer, free of all encumbrances except as specified herein, otherwise the aforesaid deposit money shall be refunded and this contract shall become null and void.

Rent, ground rent, insurance, taxes, water rent and all other public dues and charges shall be adjusted as of date of settlement. Cost of Federal and State deed stamps is to be equally divided between the Buyer and Seller.

Time is of the essence of this Agreement, and if the terms hereof are not complied with by the Buyer, the above deposit shall be forfeited.

~~The Seller agrees to pay to THOMAS G. BASH, Realtor, the Broker's Commission in accordance with the Rules of the Anne Arundel County Real Estate Board, Inc., said commission being due and payable upon the signing of this contract; and it is agreed that the entire deposit herein above referred to shall be held by the Broker until settlement is made.~~

This Contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

WITNESS the hands and seals of the parties hereto,

Ellis Birnbaum (SEAL)
Ellis Birnbaum

(SEAL)

Franco Albergo (SEAL)
Franco Albergo

Raffaela Albergo (SEAL)
~~Rafella~~ Albergo

FILED
1962 NOV 21 PM 12:59

15,306 Eq
Rea C. Burns
E. Clearance Burns, Executor
RAFFAELA

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Equity No. 15,306

Notice To Creditors

Notice is hereby given that the subscriber is selling certain property of Pauline Burns at Woodland Beach in Anne Arundel County under proceedings in the Circuit Court for Anne Arundel County, Equity No. 15,306, entitled Ex Parte in the Matter of Pauline Burns, incompetent, and in accordance with the law in such cases provided, notice is hereby given to all persons having any claims against

PAULINE BURNS

to file their claim properly authenticated with the Clerk of Court on or before the 31st day of December, 1962.

W. GARRETT LARRIMORE
Attorney for Ellis Birnbaum
Committee of Pauline Burns

D-20

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 115

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1963

We hereby certify, that the annexed

Notice to Creditors
Eq 15,306
Pauline Burns

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 31st day of December, 1962. The first insertion being made the 29th day of November, 1962.

FILED
1963 JAN -8 PM 2:45

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 34098

By H. Tilghman

6

EX PARTE IN THE MATTER OF	*	IN THE
PAULINE BURNS, INCOMPETENT	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO.15,306 EQUITY

* * * *

TESTIMONY ON BEHALF OF PETITIONER

February 1, 1963

Present:

Mr. W. Garrett Larrimore, Solicitor for Petitioner

Mr. Emanuel Klawans, Court Examiner and Master

Mrs. Irene Hazel, Court Reporter

Witnesses:

Vinton T. Bull, pages 2 - 4.

Edward N. C. Bradley, pages 5 - 6.

Ellis Birnbaum, pages 7 - 10.

FILED

1963 APR 26 PM 4:08

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

(Mr. Larrimore)

1 State your name and address.

A Vinton T. Bull, Edgewater, Maryland.

2 What is your occupation?

A Supervisor of Assessments.

3 Have you ever done any appraisal work?

A Yes sir.

(Mr. Klawans)

4 Can you give us a general idea of your experience?

A Been Supervisor of Assessments since 1957, and been assessing in the field of assessor since 1950, besides numerous appraisals in so far as settling of estates and things of that nature.

5 You are familiar in -- with the value of real estate in the vicinity of Woodland Beach, First Election District?

A Yes, sir.

6 And have you seen lots numbers 4346, 4347 and 4348 in Woodland Beach, and do you know the size?

A They are 20 x 100. I think the average size of the lots set up in Woodland Beach, according to the plat.

(Mr. Larrimore)

7 Are there any improvements on these lots?

A No improvements on them.

8 In your opinion, what is the value of this property in its present condition?

A About $200.00 a lot.

(Mr. Klawans)

9 You have seen them?

A Yes, sir.

10 Recently?

A It has been several months.

11 But you have seen the lots?

A Yes.

(Mr. Larrimore)

12 Do you believe that this is more than could be obtained by selling them at a public sale?

A I don't know whether they would bring this on a public sale or not, but, you know, from a quick sale. But I would think that based on the going value of what other lots have sold for in there, according to the records, that a fair sale, they should bring $200.00 a piece.

(Mr. Klawans)

13 Would you regard the price of $400.00 for the two lots as a fair sale? I show you a contract of sale between Ellis Birnbaum, Committee, and Franco Albergo and Raffaela Albergo, filed as Examiner's Exhibit 1, and ask you if you regard that as a fair sale? The price is $400.00, and in addition, the buyer has agreed to pay all charges and expenses of perfecting title, and counsel fees pertaining thereto.

A I guess it would be a fair price. These lots, of course, are located directly in back, they are not facing on the main highway, they're sort of back about 100 feet, I believe, 120 some feet I think back from the main highway, facing on a side street. Yes, that would be a fair price for them considering if they've got to pay all expenses and all, from what I understood. The county sub-division laws and zoning laws

allow you a 40 foot lot, well, of course, this is an old plat, this is prior to your zoning regulations when this was put on.

(CONTRACT OF SALE FILED HEREWITH MARKED EXAMINER'S EXHIBIT 1)

(DECREE OF ADJUDICATION AND COMMITMENT FILED HEREWITH MARKED EXAMINER'S EXHIBIT 2)

(CERTIFICATE OF COMMITTEE APPOINTMENT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.3)

(DEED DATED 14 JULY 1937 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.4)

10

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 G. Bull . . . . . .

11

EDWARD N. C. BRADLEY, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Larrimore)

1 State your name.

A Edward N. C. Bradley.

2 And what is your occupation?

A Treasurer for AnneArundel County.

3 Have you done any appraisal work?

A Yes.

4 Could you give us your past experience?

A Well, I've been at it for about 15 years, for estates, individuals, purchasers.

5 Are you familiar with the property in Woodland Beach?

A I am.

6 Do you know the size and condition of these three lots?

A 20 x 100 each.

7 They are unimproved?

A Yes, unimproved.

8 They are off of the main road?

A And off of the main road.

9 In your opinion, what is the fair market value?

A I would say $200.00, I think that's a good value on it, $200.00 per lot.

10 Do you believe that this is more than could be obtained by any public sale?

A I believe that it is just as good as you could get even if you sold them at public auction.

(Mr. Klawans)

11 If you put this up at forced sale the lots are likely to bring

less than the $400.00 net?

A That's correct.

12 Because that has a bearing?

A It does. I looked in the records, there is not very many lots sold there, very few.

(Mr. Larrimore)

13 What is the assessment of these lots?

A One Hundred Dollars apiece, they were raised up from $50.00 to $100.00.

(Mr. Klawans)

14 Did you state that the prior owners sold nine out of fifteen lots in '56?

A The people in title now, Burns, I think it was, sold fifteen lots for $900.00 in '56. I looked at the record this morning.

15 Do you regard this contract of sale in evidence, as Examiner's Exhibit 1, as a fair and advantageous sale?

A I do.

16 Why?

A Well, because I figured the sale price for them, and due to the location of them I'm sure they wouldn't bring anymore.

17 Would a public sale produce a better price?

A I don't think so, because I think he'd get more money from somebody who could use them than he could from a man who was just going to buy to build a house on it.

13

QUESTION BY THE EXAMINER:

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

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

Answer. No . . . . . .

Signature Earon C Bradley . . . . . .

14

ELLIS BIRNBAUM, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Larrimore)

1 State your name and address.

A Ellis Birnbaum, office address is 600 Indiana Avenue, N.W., Washington, D.C.

2 Do you know Pauline Burns?

A I do.

3 Where is she now?

A She's in a nursing home in Kensington at the present time, although, she's still officially on the roll of St. Elizabeth's Hospital, Washington, D.C.

4 Has she been adjudicated incompetent?

A She has.

(Mr. Klawans)

5 Is that a adjudication still in effect?

A Yes, sir.

(Mr. Larrimore)

6 Has a guardian or a committee been appointed to take charge and manage her property?

A There has.

7 Who was appointed?

A I was.

(Mr. Klawans)

8 Is that appointment still in effect?

A Yes, sir.

9 And is your bond still in effect?

A Yes.

15

(Mr. Larrimore)

10 Does the incompetent own any property in this county?

A Yes, the three lots at Woodland Beach.

11 These are Lots Numbers 4346, 4347, and 4348, which Rea C. Burns and Pauline Burns acquired from a Warren E. Miller, is that correct?

A That's correct.

12 Is Rea C. Burns living?

A No, he's dead.

13 Do you know when and where he died?

A He died at St. Elizabeth's Hospital in 1954.

14 Is this property improved or unimproved?

A Unimproved, to my knowledge.

15 In your opinion, would it be to the best advantage that this asset be now turned into cash and utilized for the benefit of Pauline Burns' support and maintenance?

A Yes.

16 Is Pauline Burns' condition that she would ever use the property?

(Mr. Klawans)

17 In view of her condition, do you think she would ever use the property?

A No, sir.

(Mr. Larrimore)

18 Is this property bringing in any revenue?

A None at all.

19 Are you paying the taxes on this property?

A Yes, I think some tax is still due, I haven't paid the most

16

recent bill.

20 Is the money needed for her support?

A Yes, it is.

21 Did you offer this property for sale?

A Yes.

22 Did you receive any offers from prospective buyers?

A Yes.

23 Can you name any of the prospective purchasers?

A I was approached by a Mr. Shenk of Kay Realty in Washington, who offered $600.00 for the three lots. The gentleman, whose name I do not recall, but who was, I think, the contractor who was to build a house on the adjoining property, called and made overtures toward purchase of the property for the person who owned the adjoining property. Upon advice of counsel it was suggested that I offer these lots for sale at $400.00, but the cost of the transfer of the property would be assumed by the purchaser.

24 What was the name of the purchaser?

A Mr. and Mrs. Albergo.

25 This is as set forth in the contract of sale?

A Yes.

26 And this was the best offer you received?

A Yes.

(Mr. Klawans)

27 Why was this preferable to the offer of $600.00 from Kay Realty Company?

A Well, upon discussion with my associate counsel it seemed at $600.00 the net proceeds from the sale of property might have

17

been eaten up by the expenses of the transfer.

(Mr. Larrimore)

28 As set forth in this contract, do you believe that this is a fair and reasonable price for these lots?

A I do.

29 Do you believe that a better price could be obtained by offering them at a public sale?

A I don't believe so.

30 Do you believe it would be better to sell the property now than to wait for a better offer?

A I do, under the supervision of the Court I can't see that there would be any inequity.

(Mr. Klawans)

31 And in what way would this sale be to the advantage of the incompetent?

A It would remove from the estate a stagnant asset, a burden upon the estate at the present time, taxes.

32 And the money is needed for her support?

A It is.

33 Are there other creditors involved?

A There are.

QUESTION BY THE EXAMINER:

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

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

No.

Answer. . . . No. . . . . .

Signature Ellis Boinbauer

19

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

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

Witness my hand and seal this 26th day of ~~March~~ April, 1963.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $25.00 Pd EK

I.H. $10.00 Pd. I.H.

MARYLAND FEE SIMPLE DEED, JOE-CITY OR COUNTY
225 ALL RIGHTS RESERVED

Law Reporter Blank No. 80
LAW REPORTER PTG. CO., 518 5TH ST., WASH., D. C.

BOOK 148 PAGE 130

This Deed

Made this 14th *day of* July *in the year of our Lord one thousand nine hundred and* thirty-seven *by and between* Warren E. Miller, Trustee, of the City of Washington, District of Columbia, in accordance with provisions of declaration of trust executed April 6, 1936 and recorded in Liber F.A.M. No. 154, folio 77

XXX

party of the first part, and Rea C. Burns and Pauline Burns, his wife

of Washington, D. C. *parties of the second part:*

Witnesseth, *that in consideration of* Ten Dollars and other valuable consideration, the receipt whereof is hereby acknowledged

the said party of the first part does grant and convey unto Rea C. Burns and Pauline Burns, his wife

parties of the second part, their *heirs and assigns, in fee simple all* that *piece or parcel of ground situate, lying and being in* Anne Arundel *County State of Maryland, being* a part of *the same land which the said party of the first part,* Warren E. Miller, Trustee *obtained from* Warren Smadbeck and wife *by deed dated the* second *day of* April *19* 36 *recorded in the Land Records of* Anne Arundel County *in Liber* 151 *at folio* 6 *and being described as follows, to wit:*

Lots Nos:- 4346, 4347 and 4348, TOGETHER with the right, title and interest of the parties of the first part, if any, in and to that portion of the road or roads, streets or avenues immediately adjoining the said premises, as designated and delineated on the plat entitled:-"Third Map of Woodland Beach, District Number One, Anne Arundel County, Maryland,"and filed among the Land Records of Anne Arundel County in F.S.R.#3, Folio 22.

And also Lots Nos:- 6271 to 6276 and 6426 to 6434, all inclusive, TOGETHER with the right, title and interest of the party of the first part, if any, in and to that portion of the road or roads, streets or avenues immediately adjoining the said premises, as designated and delineated on the map entitled:- "Fourt Map of Woodland Beach, District Number One, Anne Arundel County, Maryland," and filed among the Land Records of Anne Arundel County in Liber F.S.R.#3, Folio 27.

FILED
1963 APR 26 PM 4:08

15,306 Eq
Re Pauline Burns
Examiner to Exh. 1
E. Mawany, Examiner

21

Together *with the building and improvements thereupon, erected, made, or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances, and advantages, to the same belonging or in anywise appertaining.*

To Have and to Hold *the* said _____ *piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said*

Rea C. Burns, and his wife, Pauline Burns _____

And *the said party of the first part covenant* s *that* he *will warrant specially and generally the property hereby conveyed* within the terms of the aforesaid declaration of trust *that* — he *is* _____ *seized of the land hereby conveyed; that* he *has a right to convey said land; that the said part* ies *of the second part shall quietly enjoy said land; that* — he _____ *ha* s *done no act to encumber said land;*

_____

_____

and that — he _____ *will execute such further assurances of said land as may be requisite.*

Witness his *hand and seal* .

TEST: Soterios Nicholson

Warren E. Miller [SEAL]
Trustee

_____ [SEAL]

District of Columbia } ss:

I Hereby Certify that on this 14th day of July 1937, before the subscriber, a Notary Public personally appeared Warren E. Miller — Trustee ~~and~~ ~~wife~~, and did ~~each~~ acknowledge the aforegoing deed to be his act.

In Testimony Whereof I have affixed my official seal this 14th day of July A. D. 1937

Soterios Nicholson
Notary Public, D.C.

SOTERIOS NICHOLSON NOTARY PUBLIC DISTRICT OF COLUMBIA

Deed

FROM

113 Warren E. Miller,
Trustee

TO

187 Rea C. Burns and
Pauline . Burns,
his wife

Received for Record on the 15 day of July, A. D. 1937 at 2-15 o'clock P. M., and recorded in Liber No. G.M. 165 at Folio 476, et seq., one of the Land Records for the Frank D. Munroe Recorder.

Made and Sold by Law Reporter Ptg. Co., 518 5th St., Wash., D. C.

I hereby certify that the property named in this deed has been transferred as provided by the 1920. R. Harry Arnold, Cert.

EX PARTE, : No. 15,306 Equity

IN THE MATTER OF In The Circuit Court For

PAULINE BURNS, AN INCOMPETENT. Anne Arundel County.

:

REPORT OF EXAMINER AND MASTER

11/21/62 Ellis Birmbaum, a non-resident Committee of the estate of Pauline Burns, a non-resident incompetent, petitions this Court to ratify his contract of private sale of unimproved lots located at Woodland Beach and owned by the incompetent, and for this Court to administer the proceeds.

The Committee alleges in his petition that he believes it would be to the best interest, welfare and advantage of the incompetent that the realty be sold and the proceeds used for her support and expenses.

2/1/63 Testimony was taken before this Examiner, which, together with exhibits filed with the petition and in evidence, show the following:-

1. By deed dated 7/14/37, recorded T.A.M. 165 folio 476, in evidence, lots at Woodland Beach were conveyed to Rea C. Burns and Pauline Burns, his wife, among which lots were 4346, 4347, 4348 Third Map of Woodland Beach, Plat Book 8 Folio 10, now contracted to be sold. Mr. Birmbaum testifies that Rea C. Burns is dead, having died at St. Elizabeth's Hospital in 1954.

2. A decree of The U.S. District Court For The District Of Columbia, dated July 20, 1960, is filed in evidence, by which said Court adjudged and decreed that Pauline Burns is of unsound mind, and is a resident of the District of Columbia; and is committed to St. Elizabeth's Hospital until she may be safely discharged, and that the expense of her maintenance and treatment in said Hospital be borne by the District of Columbia without prejudice to its right to claim reimbursement in full from her estate or others, as provided by law. Mr. Birmbaum testifies that Pauline Burns is now in a nursing home in Kensington but is still officially on the roll of St. Elizabeth's Hospital, and the adjudication is still in effect.

3. A certificate of the Clerk of U.S. District Court for the District of Columbia, dated September 28, 1962, shows that Ellis Birmbaum was appointed by the Court as Committee of the estate of Pauline Burns, but not of her person, and has filed approved bond of $11,500.00. Mr. Birmbaum testifies that his appointment and bond are still in effect.

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25

4. Ellis Birmbaum, as Committee of the estate of Pauline Burns, has contracted to sell said three lots at Woodland Beach to Franco Albergo and Raffaela Albergo, his wife, subject to covenants and restrictions of record, easements and public utilities agreements of record, for four hundred dollars cash, buyers to pay all charges and expenses of perfecting title and counsel fees pertaining thereto, taxes, etc. pro-rated to date of settlement, documentary stamps to be equally divided.

The lots are unimproved, and are not on the main road. Vinton T. Bull and Edward N.C. Bradley, Supervisor of Assessments and County Treasurer, experienced as assessors, and familiar with value of lands in that vicinity, value the lots at $200 each, an aggregate of $600. Size of the lots is 20 x 100 each. They believe that the contracted price is a fair sale, considering that the buyers pay all expenses. Mr. Bradley believes the contracte price is as good as a public auction would bring, or better. The tax assessment is $100 per lot. There is little call for lots at Woodland Beach.

Mr. Birmbaum testifies that there is little likelihood that Pauline Burns can ever use the lots, and the lots produce no income, and are an expense for taxes; that the money is needed for her support. He was offered $600 for the lots, but was advised by counsel that it would be better to take $400 and let the buyers pay the expenses of clearing title. He believes the contracted price is a fair price, and that a better price would not be obtained at public sale. There are creditors.

5. Notice to Creditors of Pauline Burns has been published in the Evening Capital. No claims have been filed.

4/26/63 The testimony was filed.

5/7/63 The case will be ready for decree. All procedure prescribed by Code, Article 16 secs. 140 and 148 have been complied with, and the Court is empowered to ratify the contracted sale if for the advantage of the non compos mentis, as it appears to be, and it is recommended that the decree filed herewith be granted. See Maryland Rule 179.

E. Clarence
Examiner And Master

26

BOOK 148 PAGE 135

EX PARTE	*	IN THE CIRCUIT
	*	COURT FOR
IN THE MATTER OF	*	ANNE ARUNDEL COUNTY
PAULINE BURNS, INCOMPETENT	*	EQUITY #15,306

* *

ORDER AUTHORIZING PETITIONER TO SELL REAL PROPERTY

This cause, standing ready for hearing, testimony having been taken and the proceedings read and considered by this Court, and its appearing that a sale of the property mentioned in these proceedings would be for the best interest of Pauline Burns, Incompetent, it is hereby ADJUDGED, ORDERED and DECREED this 7th day of ~~April~~ May, 1963, by the Circuit Court for Anne Arundel County, sitting in Equity;

1. That Ellis Birnbaum, Guardian of the Estate of Pauline Burns, be and he is hereby authorized to sell at public or private sale the real estate mentioned in these proceedings and described in the Petition.

2. That the Contract of Sale filed herein dated May, 1962, by and between Ellis Birnbaum, Guardian of the Estate of Pauline Burns and Franco Albergo and Raffaelo Albergo be and the same is hereby ratified and confirmed;

3. That the said Ellis Birnbaum, Guardian, shall 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 penality of $1,000.00, conditioned upon the faithful performance of his duties as such Guardian;

4. That the said Ellis Birnbaum, Guardian as aforesaid, shall then, upon receiving the purchase price, convey unto the said Franco Albergo and Raffaelo Albergo all the right, title, interest and estate of Pauline Burns, Incompetent, in the said real estate mentioned in these proceedings in accordance with the terms and conditions of said Contract of Sale, and after receiving the same, said Guardian shall bring unto this court the money arising from said Sale to be administered under the direction of the Court.

O. Bowie Duckett
JUDGE

FILED
1963 MAY -7 AM 11:34

27

BOOK 12 PAGE 53

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 148 PAGE 136

Equity #15,306

Bond No. 421545

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Ellis Birnbaum 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 Dollars ($1,000.00) - - - - - - - current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 16th day of MAY, 1963.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled ex-parte in the matter of Pauline Burns, Incompetent dated May 7, 1963, Ellis Birnbaum - - - - - - - - - - - was appointed Trustee to make sale of the property described in said proceedings, and the said Ellis Burnbaum - - - - - 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.

Ellis Birnbaum (SEAL)
Ellis Birnbaum PRINCIPAL

WITNESS:

Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 17th day of May, 1963
Louis N. Phipps, Clerk

FILED

1963 MAY 17 PM 3:20

28

EX PARTE BOOK 148 PAGE 137 * IN THE CIRCUIT

* COURT FOR

IN THE MATTER OF * ANNE ARUNDEL COUNTY

PAULINE BURNS, INCOMPETENT * EQUITY #15, 306

* *

REPORT OF PRIVATE SALE

An account of the sale of the real estate of Pauline Burns, incompetent, as was sold at private sale by Ellis Birnbaum, Guardian, on the 7th day of May, 1963.

All of the said incompetent's fee simple interest, estate, right, title, property, claim and demand in and to certain unimproved real estate situate and lying in Anne Arundel County, Maryland, and particularly described as follows:

> Lots No. 4346, 4347, 4348 as shown on "Third Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland".

The above described property was sold to Franco Albergo and Raffaelo Albergo for the sum of $400.00 plus all the costs and fees incident to the proceedings, being more than the appraised value thereof.

The undersigned, Guardian of Pauline Burns, an incompetent, hereby returns to the Circuit Court for Anne Arundel County the aforegoing full and particular account of the real estate sold by him which belonged to the said incompetent and which was sold in pursuance of the power and authority given by an order of this Honorable Court passed on 7th May, 1963, and the Guardian also reports to this Court that the above estate was sold for the most money which he could obtain for the same to the persons named in the above account of sale, they having offered the highest price therefore.

WHEREFORE, the Guardian and Petitioner pray that the papers in this proceeding be referred to the auditor to state an account.

Ellis Birnbaum

Ellis Birnbaum, Petitioner

FILED

1963 MAY 17 PM 3:22

29

DISTRICT OF COLUMBIA, to wit:

I HEREBY CERTIFY that on this 15th day of April 1963, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared Ellis Birnbaum, Guardian of Pauline Burns and made oath in due form of law that the matters and facts contained in the foregoing report of sale are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

Shalmers F. Griffith

Notary Public, District of Columbia

My commission expires: June 1, 1963

30

ORDER NISI

EX PARTE, IN THE MATTER OF
PAULINE BURNS, Incompetent

BOOK 148 PAGE 139
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 15,306 Equity

Ordered, this 11th day of June, 1963, That the sale of the property in these proceedings mentioned made and reported by Ellis Birnbaum, Guardian

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 $ 400.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

W. Garrett Larrimore, Atty.

Maryland Gazette (for June 13 edition)

(Final Order)

EX PARTE, IN THE MATTER OF
PAULINE BURNS, Incompetent

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 Guardian 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 Guardian 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

31

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,306 Equity

Ex Parte, In the Matter of
PAULINE BURNS, Incompetent

Ordered, this 11th day of June, 1963, That the sale of the property in these proceedings mentioned made and reported by Ellis Birnbaum, Guardian 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 $400.00

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 148 PAGE 140

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 12, 1963

We hereby certify, that the annexed Order Nisi Sale Eq. 15,306 Pauline Burns, (Incompetent)

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.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1963 JUL 12 PM 3:42

No. M. G. 2139

$2

BOOK 148 PAGE 141

In the Case of

EX PARTE IN THE MATTER OF PAULINE BURNS, Incompetent

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,306 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 24 PM 4:01 FILED

All of which is respectfully submitted.

July 24, 1963

John H. Hopkins, IV

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 9th 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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33

34

Dr. EX PARTE IN THE MATTER OF PAULINE BURNS, Incompetent

In Acct. with ELLIS BIRNBAUM, Guardian

						Cr.
1963						
May	7	Proceeds of Sale including costs and fees				
		of proceeding.	601	70	601	70
					601	70
		To Guardian for Commissions, viz:	27	00	27	00
		To Guardian for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court Costs	53	50		
		Emanuel Klawans - examiner's fee	25	00		
		Irene Hazel - stenographer's fee	10	00		
		Auditor - stating this account	25	00	123	50
		To Guardian for expenses, viz:				
		Capital Gazette Press - Notice to Creditors	20	00		
		Capital Gazette Press - Order nisi, sale	15	00		
		Globe Indemnity Co. - Bond Premium	10	00		
		1963 County & State taxes adjusted $11.54 from 1/1/63 to 7/16/63	6	20	51	20
		To Ellis Biernbaum, Guardian of Pauline				
		Burns, Incompetent, this balance	400	00	400	00
					601	70

BOOK 148 PAGE 143

H. Allen Mezger,	*	IN THE
Assignee	*	CIRCUIT COURT
VS	*	FOR
James M. Harris and	*	ANNE ARUNDEL COUNTY
Jon Ell Harris, his wife	*	Equity No. 15,623

* * * * * * * * *

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

1963 MAY 24 AM 9:06

MB

MORTGAGE FEE—CITY OR COUNTY—Form 16.

No. 15,623 Equity

BOOK 1333 PAGE 400

BOOK 148 PAGE 144

SECOND
THIS/MORTGAGE, Made this 22nd day of September - - - - - - - - - - - - - -

in the year nineteen hundred and fifty-nine - - - - - - - - - by and between JAMES M. HARRIS and

JON ELL HARRIS, his wife, -

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

JOHN H. GRINER and ALETHEA GRINER, his wife, - - - - - - - - - , Mortgagees, of the second part:

Whereas, the said Mortgagors have received an advance from the said mortgagee in the sum of One Thousand Four Hundred Twelve Dollars and Ninety-three Cents ($1,412.93); being a part of the purchase price of the hereinafter mentioned property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, the 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, computed semi-annually, in monthly installments of Forty-seven ($47.00) Dollars commencing on the 22nd day of October, 1959, and on the same day of each month thereafter, to be applied first as payment of the interest then due and the balance to be applied on account of said indebtedness until the whole of said principal sum shall be paid, with the right however, given unto the mortgagors to retire the mortgage indebtedness either in whole or in part at any time during the continuance of this mortgage.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said James M. Harris and Jon Ell Harris, his wife, - - - - - - - - - - - - - - - - - -

- - - - - - - - - - - - - - - do - - grant and convey unto John H. Griner and Alethea Griner, his wife, - their heirs and assigns, in fee simple, all that - - - - - - - - - - lot or parcel of ground situate and lying in the Fourth Election District, Anne Arundel County, Maryland aforesaid, and described as follows, to wit: ~~Beginning for~~

BEING all and the same tract of land as more fully and particularly described in a Deed of even date from John H. Griner, et ux, to the said James M. Harris, et ux.

For value received we the undersigned assigned the writhin mortage and the mortgage indebtedness unto H. Allen Mezger, ASSIGNEE for purposes of foreclosure.

As witness our hands and seals this 20th day of May, 1963.

WITNESS:
Inez Mack
INEZ MACK

SIGNED:
John H. Griner Jr (Seal)
John H. Griner, Sr.

Alethea Griner (Seal)
Alethea Griner

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1963 MAY 24 AM 9:06

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 John H. Griner and Alethea Griner, his wife, their - - - - - - - - - - - - - - - heirs and assigns, forever.

Provided, that if the said James M. Harris and Jon Ell Harris, his wife, their - - - -

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of One Thousand Four Hundred Twelve Dollars and Ninety-three Cents ($1,412.93) - ~~xxxxxx~~ 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 I. Winston Mezger - - - - duly authorized Attorney or Agent

- 2 -

SHORT ASSIGNMENT

OF MORTGAGE

FROM

JOHN H. GRINER and ALETHEA GRINER,

his wife

TO

H. ALLEN MEZGER, Assignee

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

Mezger & Mezger *Clerk.*

5M—10-56

1 N. Charles St.

Balto 1, Md

1.00

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 ($100.00) - - 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 Mortgagees' 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 their - - - - - - - heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for their - - - - - - - heirs, personal representatives and assigns, do hereby - - - - - - covenant to pay, and the said Mortgagees - - - - - - - personal representatives or assigns, or I. Winston Mezger, - - - - - - - their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

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

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Three Thousand Five Hundred ($3,500.00) - - - - - - - - - - - - - - - - - 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 Mortgagees, their executors, administrators or assigns, to the extent of their - - - - - - - - - lien or claim hereunder.

Witness our - - - - - - hands and seals.

TEST:

H. Allen Mezger

James M. Harris [SEAL]
James M. Harris

Jon Ell Harris [SEAL]
Jon Ell Harris

State of Maryland, COUNTY OF BALTIMORE - - - - - - - - - - - - , ss:

I Hereby Certify, that on this 22nd - - - - day of September - - - - - - - in the year one thousand nine hundred and fifty-nine - - - - - - - before me, a Notary Public - - - - - - - of the State of Maryland, in and for the County - - - - - - - - - - - - aforesaid, personally appeared James M. Harris and Jon Ell Harris, 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 John H. Griner and Alethea Griner, 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.

AS WITNESS my hand and Notarial Seal.

H. Allen Mezger, Notary Public

My Commission expires May 1st, 1961

8.00

Rec'd for record Sept 23 1959 at 11:05 A.M.
Mailed to Mezger and Mezger

BOOK 148 PAGE 146

BOOK 1333 PAGE 402

STATEMENT OF MORTGAGI LAIM

BOOK 148 PAGE 147

H. ALLEN MEZGER, Assignee

vs.

JAMES M. HARRIS and JON ELL HARRIS,

his wife

IN THE

CIRCUIT COURT

— OF —

ANNE ARUNDEL COUNTY

Equity No. 15,623

STATEMENT OF MORTGAGE DEBT

Original amount of Mortgage	$1,412.93
Total amount paid on account of principal	644.91
Net Balance	$ 768.02
Plus accumulated interest to June 30, 1963	2.84
Total amount of mortgage indebtedness	$ 770.86

John H. Griner Sr.
John H. Griner, Sr.

Alethea Griner
Alethea Griner

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

I HEREBY CERTIFY, That on this 23 day of May, 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 JOHN H. GRINER, SR., and ALETHEA GRINER, his wife,

the ~~plaintiff~~ Mortgagees 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,

Daniel Mendolson
Notary Public.

My commission expires: 5-3-65.

Daniel Mendolson

FILED
1963 MAY 24 AM 9:06

5

No. 15,623 Eq.

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

BOOK 148 PAGE 148

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

~~BALTIMORE COUNTY~~

EQUITY NO. 15623

Docket ..... Folio .....

H. Allen Mezger,

Assignee

vs.

James M. Harris and

Jon Ell Harris, his wife

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John H. Griner, Sr.

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.

John H. Griner, Sr.

John H. Griner, *Affiant.* Sr.

Subscribed and sworn to before me

this 6 day of June 1963

Daniel Mendelsohn

Notary Public

Daniel Mendelsohn

My Commission expires May 3rd, 1965.

FILED

1963 JUN 10 AM 11:14

Jud. 14042 Assignee's Bond

BOOK 148 PAGE 149

BOOK 12 PAGE 85

No. 15,623 Equity

Know all Men by these Presents:

THAT WE H. Allen Mezger
Suite 419, One North Charles 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 full and just sum of One Thousand and 00/100 ($ 1,000.00) . . . . . *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 10th *day of* June *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* James M. Harris and Jon Ell Harris, his wife

to John H. Griner and Alethea Griner, his wife

dated September 22, 1959 *and recorded in Liber* GTC *No.* 1333 *folio* 400 *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 *is about to execute the power vested in him/in said mortgage;* by assignment of power

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

Janet B. Segel

Janet B. Segel

H. Allen Mezger [SEAL]

H. Allen Mezger

[SEAL]

MARYLAND CASUALTY COMPANY

By Elsie C. Evans

Elsie C. Evans - Attorney-in-Fact

ATTEST:

L. Pill

L. Pill

Bond approved this 10th day of June, 1963

Lowd N. Phyffer, Clerk

FILED

1963 JUN 10 AM 11:14

BOOK 148 PAGE 150

H. Allen Mezger,	*	IN THE
Assignee	*	CIRCUIT COURT
VS	*	FOR
James M. Harris and	*	ANNE ARUNDEL COUNTY
Jon Ell Harris, his wife	*	Equity No. 15,623

* * * * * * * * *

CERTIFICATION

WE HEREBY CERTIFY, That on the -14th- day of June, 1963, we sold at public auction for the highest price obtainable to Frank Johnson and Aileen Johnson, his wife the property described as follows:

BEGINNING for the same at a point on the South side of the County Road leading from Harmons to Severn, said point being located South Fifty-four (54) degrees Thirty-one (31) minutes West Two Hundred Twenty-six and Six-Tenths (226.6) feet and South Fifty (50) degrees Fifty-one (51) minutes West Thirteen and Nine-Tenths (13.9) feet from where the East line of the conveyance from Daisy M. Brooks to Wilbert Brooks, et al, by Deed dated January 24th, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 129, folio 453, intersects the South Side of the County Road; and running from the beginning point so fixed and with the West side of a One and and Twenty-one One-hundredths (1.21) acres lot to be conveyed to William Brooks, South Thirty-six (36) degrees Thirteen (13 minutes East Four Hundred Seventeen (417) feet, more or less, to a point thence South Fifty-four (54) degrees Thirty-one (31) minutes West One Hundred Twenty (120) feet to a point on the East side of a Ten (10) foot right of way running through the approximate center of the whole above mentioned conveyance; thence with the East side of said right of way, North Thirty-six (26) dgrees Fifty (50) minutes West Eighty-two (82) feet and North Thirty-eight (38) degrees Thirty-one (31) minutes West Three Hundred Twenty-six (326) feet, more or less, to a point where the East side of said right of way intersects the South side of the aforementioned County Road; thence with the same, North Fifty (50) degrees Fifty-one (51) minutes East One Hundred Thirty-six and One-tenth (136.1) feet to the place of beginning, containing One and Twenty-two One-hundredths (1.22) acres and being part of the Northeastern section of the whole above mentioned conveyance as described by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in October 1946.

at and for the price of Two Thousand Eight Hundred ($2,800.00) Dollars.

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

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

BY: John M. Miller, Jr.
John M. Miller, Jr.----President

I/We, the undersigned, hereby certify:

That I/We purchased the above described property at and for the price of TWENTY-EIGHT HUNDRED ——— $2800.00 Dollars

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

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

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

AS WITNESS our hands and seals this -14th- day of June, 1963.

Frank Johnson (SEAL)
Frank Johnson

Aileen Johnson (SEAL)
Aileen Johnson

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

I HEREBY CERTIFY, That on this -14th- day of June, 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 Frank Johnson and Aileen Johnson, his wife, 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.

Betty Y. Trueschler
Betty Y. Trueschler----Notary Public
My commission expires May 3rd, 1965.

FILED
1963 JUN 19 AM 9:15

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

8

H. Allen Mezger,	BOOK 148 PAGE 152	IN THE
Assignee	*	CIRCUIT COURT
vs	*	FOR
James M. Harris and	*	ANNE ARUNDEL COUNTY
Jon Ell Harris, his wife	*	Equity No. 15,623

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from James M. Harris and Jon Ell Harris, his wife, to John H. Griner and Alethea Griner, his wife, filed in these proceedings, respectfully shows:

THAT under and by virtue of the power of sale contained in said mortgage dated September 22, 1959, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1333 folio 400, which mortgage was duly assigned on May 22, 1963, 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, June 14, 1963, at 2:30 P.M. attend on the premises and there and then sold at public auction, all that lot of ground located in the Fourth Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Frank Johnson and Aileen Johnson, his wife who was then and there the highest bidders, at and for the sum of Two Thousand Eight Hundred ($2,800.00) Dollars, of which a deposit of Five Hundred ($500.00) Dollars, was made at time of sale, balance of the purchase price to bear interest at the rate of 6% per annum to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

H. Allen Mezger, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

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 the City aforesaid, personally appeared H. Allen Mezger, Assignee, and made oath in due form of law that the matters and facts set forth in the

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1963 JUN 19 AM 9:15

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

9

aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

I. Winston Mezger

I. Winston Mezger----Notary Public

My commission expires May 3, 1965.

I. WINSTON MEZGER
NOTARY PUBLIC
BALTIMORE, MD.

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

10

ORDER NISI

H. ALLEN MEZGER, ASSIGNEE

versus

JAMES M. HARRIS AND

JON ELL HARRIS, HIS WIFE

BOOK 148 PAGE 154

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,623 Equity

Ordered, this 19th day of June, 19 63, 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 29th 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 29th day of July next.

The report states that the amount of sale was $ 2,800.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

H. Allen Mezger, Atty. FOR: MARYLAND GAZETTE June 27th Edition

(Final Order)

H. ALLEN MEZGER, ASSIGNEE

versus

JAMES M. HARRIS AND

JON ELL HARRIS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 30th day of July, 19 63 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 Brian Duckett

JUDGE.

FILED

1963 JUL 30 PM 3:37

Jud. 14042.
Additional Assignee's Bond

BOOK 148 PAGE 155
BOOK 12 PAGE 101

No. 15,623 Equity

Know all Men by these Presents:

THAT WE H. Allen Mezger
Suite 419,
One North Charles

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 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 10th day of June 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 James M. Harris and Jon Ell Harris, his wife

to John H. Griner and Alethea Griner, his wife

dated September 22, 1959 and recorded in Liber GTC No. 1333 folio 400 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 Waltemeyer
Joyce Waltemeyer

H. Allen Mezger [SEAL]
H. Allen Mezger

[SEAL]

MARYLAND CASUALTY COMPANY
By Elsie C. Evans
Elsie C. Evans - Attorney-in-Fact

ATTEST:
L. Pill
L. Pill

Additional
Bond approved this 25 day of June, 1963
Louis N. Phipps, Clerk

FILED
1963 JUN 25 AM 9:56

12

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

Assignee's Mortgage Sale

Of Valuable Fee Simple Residential Property

IMPROVED WITH A four (4) room, frame, block and stucco dwelling, situate on the East side of County Road (Prairie Road) from Harmons to Severn, containing 1.22 acres, of land, more or less, Fourth Election District, Anne Arundel County, Maryland.

Under and by virute of the power of sale contained in the mortgage dated September 22nd, 1959, from James M. Harris and Jon Ell Harris, his wife, said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1333 folio 400, and by mesne assignments thereof recorded at the foot of the aforesaid mortgage, the undersignd as Assignee, will offer for sale at public auction on the premises on;

Fri., June 14, 1963
at 2:30 o'clock P.M.

the following described property:

BEGINNING for the same at a point on the South side of the County Road leading from Harmons to Severn, said point being located South Fifty-four (54) degrees Thirty-one (31) minutes West Two Hundred Twenty-six and Six-Tenths (226.6) feet and South Fifty (50) degrees Fifty-one (51) minutes West Thirteen and Nine-Tenths (13.9) feet from where the East line of the conveyance from Daisy M. Brooks to Wilbert Brooks, et al, by Deed dated January 24th, 1934, and recorded among the Land Records of Anne Arundel County in Liber

No. 13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 156

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 24, 1963

We hereby certify, that the annexed

Assignee's Mortgage Sale

James M. Harris
15,623 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 14th day of June, 1963. The first insertion being made the 23rd day of May, 1963.

FILED
1963
JUN 25 PM 3:12

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

W.M.B. No. 129, folio 453, intersects the South Side of the County Road; and running from the beginning point so fixed and with the West side of a One and and Twenty-one One-hundredths (1.21) acres lot to be conveyed to William Brooks, South Thirty-six (36) degrees Thirteen (13 minutes East Four Hundred Seventeen (417) feet, more or less, to a point thence South Fifty-four (54) degrees Thirty-one (31) minutes West One Hundred Twenty (120) feet to a point on the East side of a Ten (10) foot right of way running through the approximate center of the whole above mentioned conveyance; thence with the East side of said right of way, North Thirty-six (36) dgrees Fifty (50) minutes West Eighty-two (82) feet and North Thirty-eight (38) degrees Thirty-one (31) minutes West Three Hundred Twenty-six (326) feet, more or less, to a point where the East side of said right of way intersects the South side of the aforementioned County Road; thence with the same, North Fifty (50) degrees Fifty-one (51) minutes East One Hundred Thirty-six and One-tenth (136.1) feet to the place of beginning, containing One and Twenty-two One-hundredths (1.22) acres and being part of the Northeastern section of the whole above mentioned conveyance as described by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in October 1946.

TERMS OF SALE: A cash deposit of 10 per cent of the purchase price will be required of purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6 per cent per annum from day of sale to day of settlement. Taxes and all other expenses to be adjusted to day of sale.

H. ALLEN MEZGER,
Assignee

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

Ju-13

FILED

19

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,623 Equity
H. ALLEN MEZGER, Assignee

versus

JAMES M. HARRIS and JON ELL HARRIS, his wife

Ordered, this 19th day of June, 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 29th 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 29th day of July next.

The report states that the amount of sale was $2,800.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk

Jy-18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 158

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 23, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,623

James M. Harris

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 July, 1963. The first insertion being made the 27th day of June, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED 1963 JUL 23 PM 4:29

No. M.G. 5215

By H. Tilghman

14

In the Case of BOOK 148 PAGE 159

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

JAMES M. HARRIS and

JON ELL HARRIS, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,623 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 AUG 26 PM 4:24

All of which is respectfully submitted.

Charles A. Anderson Jr.
Auditor.

August 26, 1963

FINAL ORDER

ORDERED BY THE COURT, this 11th day of September, 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 SEP 11 AM 11:00

15

16

Dr. Mortgaged Real Estate of James M. Harris & Jon Ell Harris, his wife

In Acct. with H. Allen Mezger, Assignee

						Cr.	
By	Amount of Sale, as per Assignee's Report of Sale filed			2,800	00		
By	Interest, 6%, on deferred payment $2,300.00 from 6/14/63 to 8/16/63			24	15		
						2,824	15
To	Assignee, for fee, viz:	100	00				
To	Assignee, for Commission, viz:	115	00				
				215	00		
To	Assignee, for Court Costs, viz:						
	Plaintiff's solicitor, appearance fee	10	00				
	Clerk, Court costs	30	25				
	Auditor, this account	30	00				
				70	25		
To	Assignee, for expenses, viz:						
	Capital-Gazette Press Inc., Adv. & Nisi - Sale	118	24				
	Maryland Casualty Co. - bond	17	20				
	E.T. Newell & Co. Inc. - Auctioneers fee	119	00				
	1962 Real Estate Taxes	36	95				
	Adjustment, 1963 Real Estate Taxes	17	28				
				308	67		
To	John H. Griner & Althea Griner, Mortgagees, in full, for Mortgage Claim filed,	770	86				
	Interest, 6%, on principal balance, $768.02 from 7/1/63 to 9/11/63	9	60				
				780	76		
To	Arundel Federal Savings & Loan Association, on account of claim filed	1,449	47				
				1,449	47		
						2,824	15

BOOK 148 PAGE 161

EDWARD C. MACKIE, Assignee
for the purpose of foreclosure
629 Title Building
Baltimore 2, Maryland

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

v.

IN EQUITY

MONUMENTAL ENGINEERING, INC.
a Maryland corporation
16 Baltimore-Annapolis Blvd. N.E.
Glen Burnie, Maryland

No. 15,502.

: : : : : :

PETITION FOR FORECLOSURE UNDER POWER OF SALE

Please docket the above entitled case and file among the papers the following instruments, marked Plaintiff's Exhibits Nos. land 2.

1. Mortgage from MONUMENTAL ENGINEERING, INC. a Maryland corporation, to CONSOLIDATED SECURITY SAVINGS AND LOAN ASSOCIATION, INC. a Maryland corporation, dated November 30, 1959, and recorded among the Land Records of Anne Arundel County in Liber 1365, page 368

2. Assignment from the CONSOLIDATED SECURITY SAVINGS AND LOAN ASSOCIATION, INC. of the aforesaid mortgage unto EDWARD C. MACKIE, (for the purpose of foreclosure) dated January 7, 1963 and recorded among the Land Records of Anne Arundel County in Liber 1365, page 369.

Edward C. Mackie by [illegible]

Edward C. Mackie, Assignee
629 Title Building
Baltimore 2, Maryland
Saratoga 7- 2443

FILED
1963 MAR 22 AM 11:44

BOOK 1365 PAGE 368

BOOK 148 PAGE 162

THIS MORTGAGE, Made this 30th day of November, 1959, by and between MONUMENTAL ENGINEERING, INC., a Maryland Corporation of Anne Arundel County, in the State of Maryland, Mortgagors, and No. 15,502 CONSOLIDATED SECURITY SAVINGS AND LOAN ASSOCIATION, INC., Mortgagee.

WHEREAS, the said Mortgagors are justly indebted to the Mortgagee in the full sum of Twenty-Four Thousand Eight Hundred Fifty and No/100 ---------- Dollars ($24,850.00), and have agreed to repay the said sum in 84 consecutive monthly instalments of $295.83 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 sum of One Dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, his or its personal representatives, successors or assigns, all that lot of ground and premises located in Anne Arundel County, known as Solley Road, Third Election District, Anne Arundel County, Maryland

and more fully described in a Deed dated July 24, 1959, from John W. Fisher and Etta V. Fisher, his wife

recorded among the Land Records of Anne Arundel County - 7/28/59, Liber 1316, Folio 158

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

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 Mortgagee 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 as 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 assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hands and seals of said Mortgagors.

WITNESS as to all:

Charles B. McGinnis, Jr., Ass't. Secretary

MONUMENTAL ENGINEERING, INC. (SEAL)

BY: Richard A. Brown (SEAL)
Richard A. Brown, President

(SEAL)

(SEAL)

STATE OF MARYLAND, Baltimore County, } to wit:

I HEREBY CERTIFY, That on this 30th day of November, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Monumental Engineering, Inc by Richard A. Brown, President the Mortgagors named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be the corporate act. At the same time appeared James D. Brown, Vice President, who made oath in due form of law that he is the Agent of Consolidated Security Savings & Loan Ass'n. Inc., the Mortgagee, and duly authorized to make this affidavit, and as said Agent, made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; and 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.

Byron V. Risley, Notary Public

My commission expires May 1, 1961

BYRON V. RISLEY NOTARY PUBLIC BALTIMORE COUNTY

Rec'd for record Jan. 21, 1960 at 12:12 P.M.

Mailed to Consolidated Security Savings & Loan Ass'n. Inc.

400

1963 MAR 22 AM 11:45

BOOK 1365 PAGE 369

ASSIGNMENT

BOOK 148 PAGE 163

Baltimore, Maryland January 7 1963

FOR VALUE RECEIVED, I/we hereby assign the within Mortgage and the debt thereby secured ~~to~~ FOR THE PURPOSE OF FORECLOSURE TO EDWARD C. MACKIE, ASSIGNEE

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

(Corporate Seal Here.)

TEST:

Martha A. Taylor, Assistant Secretary

CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC. (SEAL)

BY: Richard A. Brown (SEAL)
Richard A. Brown, President

Mortgage

FROM

MONUMENTAL ENGINEERING, INC.
16 Baltimore-Annapolis Blvd., N.E.
Glen Burnie, Maryland

TO

Consolidated Security Savings and Loan Association, Inc.
3 Baltimore-Annapolis Blvd., N.W.
Glen Burnie, Maryland

ASSIGNED TO

RECEIVED FOR RECORD on the 3 day of , A.D. 19 68, at o'clock M., and recorded in Liber No. at folio of the Land Records for

Clerk.

400

mail to:
John S. Mackie Jr
1801 Tower Bldg.
Baltimore 2, Md.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1963 FEB -1 AM 9:33
& RECORDED IN LIBER
NO. 1365 FOLIO 369
LOUIS N. PHIPPS, CLERK

RELEASE

FOR VALUE RECEIVED, the within Mortgage and the debt thereby secured is hereby released by the undersigned this day of , 19

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed the day and year above written.

TEST:

STATEMENT OF MORTGAGE CLAIM

BOOK 148 PAGE 164

EDWARD C. MACKIE, Assignee for the purpose of foreclosure *vs.* MONUMENTAL ENGINEERING, INC. a Maryland corporation	IN THE **CIRCUIT COURT** ~~XXXX~~ FOR ~~XXXXXXXXXXXXXXXX~~ ANNE ARUNDEL COUNTY - IN EQUITY No. 15,502

STATEMENT OF MORTGAGE DEBT

Balance of principal due - -	$9,000.00
Interest to 3/15/63 - - -	382.50
	$9,382.50

Edward C. Mackie

Edward C. Mackie, Assignee

FILED
1963 MAR 22 AM 11

ANNE ARUNDEL COUNTY
STATE OF MARYLAND, ~~CITY OF BALTIMORE~~, Sct.

I HEREBY CERTIFY, That on this 19th day of March 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~~ County, personally appeared Edward C. Mackie, Assignee for the purpose of foreclosure

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,

Dorothy W. Cronin

Dorothy W. Cronin Notary Public.

MY COMMISSION EXPIRES MAY 6, 1963

4

Jud. 14042. Assignee's ~~MORTGAGEE OR ATTORNEYS'~~ BOND

BOOK 148 PAGE 165

BOOK 12 PAGE 33

No. 15,502 Equity

Know all Men by these Presents:

THAT WE Edward C. Mackie

of 601 Title Building, Baltimore 2, 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 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, 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* 10th *day of* May *in the year of our Lord nineteen hundred and* sixty-three

WHEREAS, the above bounden Edward C. Mackie *by virtue of* an assignment of *a power contained in mortgage from* Monumental Engineering, Inc., a Maryland corporation *to* Consolidated Security Savings and Loan, Inc.

dated January 1, 1960 *and recorded in Liber* GTC *No.* 1365 *folio* 368 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* Edward C. Mackie *is about to execute the power vested* by assignment of power *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

John S. Mahle Jr.

Edward C. Mackie [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

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

ATTEST:

Barbara Berberich

FILED

1963 APR 26 AM 10:43

Bond approved this 26 day of April, 1963

Louis N. Phillips, Clerk

5

EDWARD C. MACKIE,
Solicitor,
629 Title Building,
Baltimore 2, Md.

Assignee's Sale

Valuable Fee Simple Unimproved Property

(Zoned Heavy Industrial)

Under and by virtue of the power and authority contained in a mortgage from Monumental Engineering, Incorporated to Consolidated Security Savings and Loan Association, Incorporated, a body corporate, dated November 30, 1959, and recorded among the Land Records of Anne Arundel County in Liber 1365, Page 368, etc., (default having occurred thereunder) the undersigned Assignee will sell at public auction, on the premises, on

Sat., May 11, 1963, at 11 O'Clock A.M. (E.D.S.T.)

LOCATED ON SOLLEY ROAD

All that lot of ground and improvements thereon situate in the 3rd Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at the Southwest Corner of the Hackman Purchase (same being a portion of the land sold and conveyed by Enoch P. Johnson to a certain Hackman) in the Patapsco Neck Road thence running with the said road South 44½ degrees West 21 perches; South 51 degrees West 12 perches to the Pitt & Hall purchase (same being a portion of land sold and conveyed by said Johnson to the said Pitt & Hall) thence with it South 84 degrees East 128.27 perches; North 14½ degrees West 6.86 perches to the southeast corner of the Hackman purchase thence with it north 74 degrees west 106.5 perches to the place of beginning.

Saving and excepting there from 1.25 acres, more or less, described in a deed from Monumental Engineering, Inc., to K. B. Jeter and Wife, recorded 7/6/60.

CONTAINING 10.5 acres of land, more or less.

TERMS OF SALE: Cash deposit $500 at time and place of sale, balance upon ratification of the same by the Circuit Court of 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.

EDWARD C. MACKIE,
ASSIGNEE

E. T. NEWELL & CO., INC.,
Auctioneers
John M. Miller, Jr., President
120-26 W. North Avenue
Baltimore 1, Maryland
PL. 2-3580

M-9

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 166

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 10, 1963

We hereby certify, that the annexed Assignee's Sale Monumental Engineering, Inc. No. 15,502 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 5 successive weeks before the 11th day of May, 1963. The first insertion being made the 11th day of April, 1963

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1963 MAY 14 PM 1:16

By H. Tilghman

REPORT OF SALE

BOOK 148 PAGE 167

EDWARD C. MACKIE, Assignee for the purpose of foreclosure

vs.

MONUMENTAL ENGINEERING, INC. a Maryland corporation

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY IN EQUITY

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

The Report of Sale of Edward C. Mackie, Assignee

appointed by the decree in the above entitled cause, to make sale of the fee simple lot of ground on Solley Road in 3rd election district of Anne Arundel County, Maryland in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

Maryland Gazette

a Weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Assignee did pursuant to said notice on Saturday the 11th day of May 19 63 at 11:00 o'clock A. M. attend on the premises and then and there sold

the fee simple lot of ground consisting of approximate 10.5 acres on Solley Road in the 3rd election district of Anne Arundel County, Maryland unto Consolidated Security Savings & Loan Association, Inc. at and for the sum of($10,500,00) Ten thousand, five hundred dollars, it being the highest bidder and the said sum the highest bid offerred therefore.

(for a full and complete description of the property sold see advertisement attached hereto)

Edward C. Mackie, Assignee

Edward C. Mackie, Assignee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 21st 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 Edward C. Mackie, Assignee

, 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,

Lucy Kendall Hearn

Notary Public.

FILED

1963 MAY 22 AM 9:26

7

EDWARD C. MACKIE,
Solicitor
629 Title Building,
Baltimore 2, Md.

Assignee's Sale

Valuable Fee Simple Unimproved Property

(Zoned Heavy Industrial)

Under and by virtue of the power and authority contained in a mortgage from Monumental Engineering, Incorporated to Consolidated Security Savings and Loan Association, Incorporated, a body corporate, dated November 30, 1959, and recorded among the Land Records of Anne Arundel County in Liber 1365, Page 368, etc., (default having occurred thereunder) the undersigned Assignee will sell at public auction, on the premises, on

Sat., May 11, 1963, at 11 O'Clock A.M. (E.D.S.T.)

LOCATED ON SOLLEY ROAD

All that lot of ground and improvements thereon situate in the 3rd Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at the Southwest Corner of the Hackman Purchase (same being a portion of the land sold and conveyed by Enoch P. Johnson to a certain Hackman) in the Patapsco Neck Road thence running with the said road South 44½ degrees West 21 perches; South 51 degrees West 12 perches to the Pitt & Hall purchase (same being a portion of land sold and conveyed by said Johnson to the said Pitt & Hall) thence with it South 84 degrees East 128.27 perches; North 14½ degrees West 6.86 perches to the southeast corner of the Hackman purchase thence with it north 74 degrees west 106.5 perches to the place of beginning.

Saving and excepting there from 1.25 acres, more or less, described in a deed from Monumental Engineering, Inc., to K. B. Jeter and Wife, recorded 7/6/60.

CONTAINING 10.5 acres of land, more or less.

TERMS OF SALE: Cash deposit $500 at time and place of sale, balance upon ratification of the same by the Circuit Court of 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.

EDWARD C. MACKIE,
ASSIGNEE
E. T. NEWELL & CO., INC.,
Auctioneers
John M. Miller, Jr., President
120-26 W. North Avenue
Baltimore 1, Maryland
PL. 2-3580

M-9

ORDER NISI

EDWARD C. MACKIE, Assignee for the purpose of foreclosure

versus

MONUMENTAL ENGINEERING, INC., a Maryland Corporation

BOOK 148 PAGE 169

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,502 Equity

Ordered, this 22nd day of May, 1963, That the sale of the property in these proceedings mentioned made and reported by Edward C. Mackie, 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 $ 10,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Edward C. Mackie, Atty.

Maryland Gazette (for May 30 edition)

(Final Order)

EDWARD C. MACKIE, Assignee for the purpose of foreclosure

versus

MONUMENTAL ENGINEERING, INC., a Maryland Corporation

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of August, 1963 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bowie Duckett

JUDGE.

FILED

1963 AUG -7 PM 1:52

Jud. 14042. Assignee's
MORTGAGEE OR ATTORNEYS' BOND

BOOK 148 PAGE 170
BOOK 12 PAGE 91

No. 15,502 Equity

Know all Men by these Presents:

THAT WE Edward C. Mackie

of 601 Title Building, Baltimore 2, 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 One Thousand and No/100 ($1,000.00) - - - - - - - - - - - -add'l- - *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, suceessors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 29th *day of* May *in the year of our Lord nineteen hundred and* sixty-three

WHEREAS, the above bounden Edward C. Mackie *by virtue of* assignment of *a power contained in mortgage from* Monumental Engineering, Inc., a Maryland corporation *to* Consolidated Security Savings & Loan, Inc.

dated January 1, 1960 *and recorded in Liber* GTC *No.* 1365 *folio* 368 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has oecurred and the said* Edward C. Mackie *is about to execute the power vested* by assignment of power *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

Hazel A. Thomas

Edward C. Mackie [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

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

Attest:

Barbara Berberich
Barbara Berberich

Bond approved this 17th day of June, 1963
Louis N. Phipps, Clerk

FILED
1963 JUN 17 AM 9:46

9

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,502 Equity

EDWARD C. MACKIE,
Assignee for the purpose of foreclosure

versus

MONUMENTAL ENGINEERING, INC., a Maryland Corporation

Ordered, this 22nd day of May, 1963, That the sale of the property in these proceedings mentioned made and reported by Edward C. Mackie, 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 $10,500.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
Ju-20

1963 JUL -1 PM 12:30
FILED

No. M. G. 29987

10

OFFICE OF

Maryland Gazette

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

BOOK 148 PAGE 171

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 27, 1963

We hereby certify, that the annexed
Order Nisi Sale
Eq. 15,502
Monumental Engineering, 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 1st day of July, 1963. The first insertion being made the 28th day of May, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

GENERAL AFFIDAVIT. THE DAILY RECORD CO., BALTIMORE, MD.

BOOK 148 PAGE 172

State of Maryland, Anne Arundel County, **to wit:**

BE IT REMEMBERED, *That on this* 16th *day of* July,

*A. D. 19*63, *before me, the subscriber, a* Notary Public

of the said State, in and for the County of Anne Arundel *aforesaid, personally appeared*

Richard A. Brown, President of Consolidated Security Savings and Loan Association, Inc.

and made oath in due form of law that on May 11, 1963, Consolidated Security Savings and Loan Association, Inc. bid in at public auction property located on Solley Road, in Anne Arundel County, a tract of 10.5 acres of land, more or less, for the sum of $10,500, and;

(1) Neither Consolidated Security Savings and Loan Association, Inc. nor Richard A. Brown, its President, were acting as agent for anyone;

(2) That there are no principals involved other than Consolidated Security Savings and Loan Association, Inc.;

(3) That neither Consolidated Security Savings and Loan Association, Inc. nor Richard A. Brown, its President, directly or indirectly discouraged anyone from bidding for the property.

Richard A. Brown, President
Consolidated Security Savings
& Loan Association, Inc.

FILED
1963 JUL 17 PM 12:06

Martha A. Taylor

Martha A. Taylor Notary Public

11

In the Case of

BOOK 148 PAGE 173

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

MONUMENTAL ENGINEERING, INC.

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,502 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 AUG 26 PM 4:20

All of which is respectfully submitted.

Auditor.

August 26, 1963

FINAL ORDER

ORDERED BY THE COURT, this 11th day of September, 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: B. Fitzhugh, deputy

FILED
1963 SEP 11 AM 9:48

12

13

Dr. Mortgaged Real Estate of Monumental Engineering Inc.

BOOK 148 PAGE 174

In Acct. with Edward C. Mackie, Assignee

						Cr.	
By	Amount of Sale, as per Assignee's Report of Sale filed			10,500	00		
By	Interest, 6%, on deferred payment $10,000.00 from 5/11/63 to 8/10/63			150	00		
By	Adjustment, 1963 taxes from 5/11/63 to 12/31/63, 7 Months 20 days			63	52		
						10,713	52
To	Assignee, for fee, viz:	50	00				
To	Assignee, for Commission, viz:	345	00				
				395	00		
To	Assignee, for Court costs, viz:						
	Plaintiff's solicitor appearance fee	10	00				
	Clerk, Court costs	32	25				
	Clerk, recording short assignment	1	00				
	Auditor, this account	30	00				
				73	25		
To	Assignee, for expenses, viz:						
	Capital-Gazette Press Inc., Adv. & Nisi - Sale	113	88				
	Sunpapers, Adv. - Sale	35	30				
	Maryland Casualty Co. - Bond	44	00				
	B.T. Newell & Co. Inc., - Auctioneer's fee	35	00				
	½ Federal & State Revenue Stamps	17	35				
				245	53		
To	Consolidated Security Savings & Loan Assoc., Inc., Mortgagee, in full for Mortgage claim filed	9,382	50				
	Interest, 6%, on principal balance, $9,000.00 from 3/15/63 to 9/3/63	252	00				
				9,634	50		
To	Consolidated Security Savings & Loan Assoc., Inc., on account of Second Mortgage Claim fd.	365	24				
				10,713	52		
						10,713	52

BOOK 148 PAGE 175

ROSE SAPPERSTEIN, 3020 Reisterstown Road, Baltimore, Maryland, PLAINTIFF vs HAROLD SAPPERSTEIN, Fixed domicile unknown, DEFENDANT	* * * * * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 11,859 EQUITY

* * * * *

BILL OF COMPLAINT

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff, Rose Sapperstein, by Noah A. Hillman her Solicitor, respectfully shows:

1. That on October 24, 1955 she became the owner of an unimproved tract of land in Anne Arundel County, containing about one hundred forty-seven and one-half acres.

2. That thereafter the Defendant, who is her brother's son, represented to her that he had an agreement with the firm of Merritt, Chapman and Scott to furnish it a quantity of sand for the price of five thousand ($ 5,000.00) dollars; and he further represented to her that he could sell this sand from her land to the alleged purchaser if she would agree to certain terms. The terms were discussed between the parties hereto and acting on the representation of the Defendant that he had this sale to said firm already made, she entered into a written agreement with the Defendant wherein she authorized him to sell sand, gravel and fill dirt from the tract of land mentioned, in quantities to realize a minimum of $ 5,000.00 per sale. This agreement was made in

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1956 AUG 29 PM 12:17

October 1955 and is recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 977, folio 437. It is filed herewith as Plaintiff's Exhibit No. 1 and she prays that it be taken as a part hereof.

3. That she believes and therefor alleges the Defendant fraudulently and deceitfully represented to her that he had an agreement with Merritt, Chapman and Scott for the sale of sand; that he not only did not have such an agreement but he has not sold nor has he attempted to sell sand, gravel or fill dirt from her land to anyone else.

4. That some while after execution of the agreement aforesaid, between her and the Defendant, he let it be known that he was not going to proceed under said contract unless the Plaintiff gave him an interest in certain other real estate. The Defendant is not entitled to any interest in the lands of the Plaintiffs and, even if he were, the agreement between the Plaintiff and the Defendant for the sale of sand, gravel and fill dirt would be and is an independent, single contract in itself.

5. That except for said agreement between her and the Defendant the Plaintiff has not agreed to sell nor has she sold any sand, gravel or fill dirt from the tract of land aforesaid. She is therefor not indebted to the Defendant in any way under the aforesaid agreement.

6. That though the Defendant has made no claim from her for any benefits, real or imagined, under the agreement aforesaid, nevertheless the fact that the agreement is of record constitutes a cloud or at least the possibility of some kind of lien to the mind of any prospective purchaser or purchasers of the land. The Plaintiff believes and therefor avers that this being so, she is entitled to have the contract cancelled or declared null and void by this Court. Nor does she have any other adequate remedy at law for this purpose.

7. That the Defendant has no fixed, regular place of abode. The Plaintiff believes and therefor avers that the Defendant is now held by the

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Baltimore City Police Department or is in the Baltimore City Jail, awaiting trial on a criminal charge.

TO THE END, THEREFORE:

(a) That the contract between the Plaintiff and Defendant may be cancelled and declared null and void.

(n) That she may have such other and further relief as her case may require.

AND, AS IN DUTY BOUND, ETC.

Noah A. Hillman
Solicitor for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, that on this 27 day of August, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ROSE SAPPERSTEIN, the Plaintiff, 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.

As witness my hand and Notarial Seal.

Notary Public

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

AGREEMENT

No 11,859 Equity

THIS AGREEMENT made this day of , 1955, by and between Rose Sapperstein, hereinafter referred to as Owner, and Harold Sapperstein, hereinafter referred to as Manager.

WITNESSETH that, the Owner being desirous of securing the services of the Manager for the purpose of managing certain real property interests of the Owner, hereinbelow to be described and,

WHEREAS, the Manager is desirous of accepting such employment.

NOW THEREFORE, in consideration of one dollar, each to the other paid, and of the mutual premises herein contained, the parties agree one with the other:

1. That the Owner agrees that the Manager shall have authority to sell all sand, gravel, and fill dirt present on that tract of land hereinbelow described:

Description as per deed of October 24, 1955 between Your Real Estate Co., Inc. and Rose Sapperstein covering 147 1/2 acres of land in Anne Arundel County, Maryland, also recorded in land records of Anne Arundel County prior per J.H.H. 742/234

2. The Owner agrees that the Manager's authority shall be unrestricted provided tha Manager secures a minimum price of twenty cents per cubic yard for any sand, gravel, or fill dirt sold, and further provided the Manager sells in quantities that will realize a minimum of Five thousand dollars ($5,000.00) per sale.

3. The Owner agrees not to sell or encumber said tract of land without first obtaining the written consent of the Manager.

4. The Owner agrees to pay the Manager fifty percent of all proceeds from the sale of said sand, gravel, and fill dirt in excess of Twenty two thousand dollars ($22,000.00).

5. The Owner further agrees that the Manager shall be entitled to draw 30% of all monies realized from said sale of said sand, gravel, and fill dirt. It being specifically understodd

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Plaintiff's Exhibit No. 1

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BOOK 148 PAGE 179
LIBER 977 PAGE 438

and agreed that said draw shall continue until the sum of Fifty five thousand dollars($55,000.00), plus interest on any encumbrance on said tract of land and all state and county real property taxes are realized from the said sale of said sand, gravel, and fill dirt, said sum being the sum that will enable the Owner to recapture said Twenty two thousand dollars($22,000.00) plus Sixteen thousand five hundred dollars($16,500.00) profit. At the point said sum of Fifty five thousand dollars($55,000.00) is realized, said draw shall cease and the Manager shall be entitled to be compensated as per terms of Paragraph 4.

6. The Owner further agrees to authorize the Manager to sign and execute all contracts of sale for said sand, gravel, and fill dirt in the name of the Owner, provided the terms of said contracts are in conformance with Paragraph 2 of this Agreement.

7. The Owner further agrees that the Manager may engage in any and all business activities not in conflict with the purpose of this Agreement.

8. The Owner agrees to record this Agreement in the land records of Anne Arundel County, Maryland.

9. The Manager agrees to accept said employment and to endeavor to secure the best price for the sale of said sand, gravel, and fill dirt.

10. The Manager agrees that all checks, notes and bills of exchanges that he may secure as consideration for said sales shall be made payable directly to the Owner and remitted directly to the Owner.

11. And the Manager further agrees that this Agreement and any rights that he may enjoy under it terminate at his death.

Witness the hands and seals of the said Rose Sapperstein, Owner, and Harold Sapperstein, Manager.

TEST:
Robert V. Lazzaro
ROBERT V. LAZZARO

Rose Sapperstein (SEAL)
ROSE Sapperstein

Harold Sapperstein (SEAL)
Harold Sapperstein

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STATE OF MARYLAND. BALTIMORE CITY. LIBER 977 PAGE 439

I hereby certify that on this 2nd day of NOVEMBER 1955 before me the subscriber, a Notary Public of the state of Maryland aforesaid, personally appeared ROSE SAPPERSTEIN AND HAROLD SAPPERSTEIN, and acknowledged the foregoing agreement to be their act by signing in my presence

Robert V. Lazzaro
ROBERT V. LAZZARO

BOOK 148 PAGE 180

ROBERT V. LAZZARO NOTARY PUBLIC BALTIMORE, MARYLAND

My Commission Expires
May 6, 1957

Rec'd for record Nov. 3, 1955, at 12:50 P.M.
Per George T. Cromwell, Clerk.
Mailed to Rose Sapperstein

Agreement C H

Rose Sapperstein
3020 Reisterstown Rd
Balt. 15 Md.

+

Harold Sapperstein

Received for Record 3 day of Nov 1955, at 12.50 P.M. and the same day recorded in Liber G.T.C. No. 977 Fol. 437 Land Records of Anne Arundel County
GEORGE T. CROMWELL, Clerk

Cross Checked Ph. 4.70

Noah Hill Mrs.
Md. Hotel Bldg
Annapolis, Md.
Mr. Schoenfield
Sent me
Col. 3-3131
Col. 3-2779
Home Phone

BOOK 148 PAGE 181

ROSE SAPPERSTEIN
3020 Reisterstown Road
Baltimore, Maryland

Plaintiff

vs.

HAROLD SAPPERSTEIN

Defendant

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 11,859 EQUITY

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

ANSWER TO BILL OF COMPLAINT

Harold Sapperstein, by Southey F. Miles, Jr., and William D. Macmillan, Jr., his solicitors, for Answer to the Bill of Complaint filed against him respectfully shows as follows:

1. Answering Paragraph 1 the Defendant states that prior to October 1955 the property involved in this litigation was owned by Your Real Estate Company, Inc., in which corporation the Plaintiff was, and still is, the majority stockholder, and that the defendant Harold Sapperstein in the best interest of Rose Sapperstein prevailed upon her to have the property transferred from Your Real Estate Company, Inc., unto herself, and on October 24, 1955 this transfer of the above mentioned property was completed.

2. Answering Paragraph 2 of said Bill of Complaint the defendant, Harold Sapperstein, had several telephone conversations with representatives of the Merritt, Chapman and Scott Company of New York, and during these telephone conversations the Plaintiff stood beside the Defendant and heard everything that transpired. At no time did the Defendant represent to the Plaintiff that he had an agreement with the firm of Merritt, Chapman and Scott. The Defendant admits, however, that the Plaintiff did enter into a written agreement with him whereby she authorized him to sell sand, gravel and fill dirt from the tract of land above mentioned, and further that this agreement was recorded in the Land Records of Anne Arundel County in Liber G.T.C. No. 977 Folio 437.

3. Answering Paragraph 3 of said Bill of Complaint the Defendant denies that he represented to the Plaintiff that he had an agreement with Merritt, Chapman and Scott for the sand, and he further admits that he has not sold any sand, gravel or fill dirt from this particular land in question, but he denies

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that he did not attempt to sell the said sand, gravel and fill dirt.

4. Answering Paragraph 4 of said Bill of Complaint the Defendant denies the fact that he told the Plaintiff that he was not going to proceed under said contract unless the Plaintiff gave him an interest in certain other real estates. The Defendant denies the fact that he is not entitled to other lands presently owned by the Plaintiff, but admits that the agreement dated October 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 977 Folio 437 for the sale of sand, gravel and fill dirt was and is an independent single contract.

5. Answering Paragraph 5 of said Bill of Complaint the Defendant neither admits nor denies said allegations, but demands strict proof thereof.

6. Answering Paragraph 6 of said Bill of Complaint the Defendant neither admits nor denies the allegations, but avers that the contract is still in force and the Defendant is willing and able to produce prospective purchasers under said contract if and when the Plaintiff would be willing to accept any reasonable offers.

7. Answering Paragraph 7 of said Bill of Complaint the Defendant admits that at the time of the filing of the said Bill of Complaint the Defendant unfortunately was in a position where he had to accept the service of said Bill of Complaint through the Baltimore City Police Department, but avers that at the present time he is gainfully employed outside the State of Maryland, but will accept service at the address of his solicitors in any matter pertaining to this proceeding.

Having fully answered the Bill of Complaint filed against him the Defendant prays that he be dismissed with his proper costs.

Southey F. Miles Jr.
Southey F. Miles, Jr.

William D. Macmillan Jr.
William D. Macmillan, Jr.,
1402 Fidelity Building

I hereby certify that on this 13th day of November, 1956, copy of the aforegoing Answer to Bill of Complaint was mailed to Noah A. Hillman, Esq., Maryland Hotel Building, Annapolis, Maryland, Solicitor for Plaintiff.

W. D. Macmillan Jr.
William D. Macmillan, Jr.

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BOOK 148 PAGE 183

STATE OF ILLINOIS, CITY OF CHICAGO, to wit:-

I HEREBY CERTIFY, That on this 9th day of November, 1956, before me, the subscriber, a Notary Public of the State of Illinois, in and for Cook County, in the State aforesaid, personally appeared HAROLD SAPPERSTEIN and he made oath in due form of law that the matters and facts set forth in the foregoing Answer to Bill of Complaint are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Harold Sapperstein
30 W. Washington St.
Chicago 2, Ill.

Jacob Elkins
Notary Public
My commission expires

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ROSE SAPPERSTEIN,	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs		FOR
HAROLD SAPPERSTEIN,	*	ANNE ARUNDEL COUNTY
Defendant	*	No. 11,859 Equity

***

STIPULATION AND CONSENT TO DECREE

The Plaintiff and the Defendant in the above entitled cause, through their respective Solicitors, do hereby stipulate and agree that, subject to the approval of the Court, a Decree be passed herein in form following, that is to say:

" Rose Sapperstein,	*	In the
Plaintiff	*	Circuit Court
vs		for
Harold Sapperstein,	*	Anne Arundel County
Defendant	*	No. 11, 859 Equity

DECREE

The Bill of Complaint, Answer, Stipulation and Consent to Decree having been by the Court read and considered, it is thereupon this day of 195 , by the Circuit Court for Anne Arundel County, in Equity, DJUDGED, ORDERED AND DECREED:

1. That the Contract between the Plaintiff, Rose Sapperstein and the Defendant, Harold Sapperstein, dated October, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 977, folio 437, be and the same is hereby declared to be null and void and of no effect.

2. That the Plaintiff, Rose Sapperstein, is not indebted to the Defendant, Harold Sapperstein in any manner or for any sum of money through, by or under the said Contract.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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3. That the Plaintiff, Rose Sapperstein, pay the costs of this proceeding."

Noah A. Hillman
Solicitor for Plaintiff

Southey F. Miles, Jr.

William D. Macmillan, Jr.

Solicitors for Defendant

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

ROSE SAPPERSTEIN,	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs	*	FOR
HAROLD SAPPERSTEIN,	*	ANNE ARUNDEL COUNTY
Defendant	*	No. 11,859 Equity
	*	
	*	
	***	

DECREE

The Bill of Complaint, Answer, Stipulation and Consent to Decree having been by the Court read and considered, it is thereupon this 12th day of May, 1958, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That the Contract between the Plaintiff, Rose Sapperstein and the Defendant, Harold Sapperstein, dated October, 1955 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 977, folio 437, be and the same is hereby declared to be null and void and of no effect.

2. That the Plaintiff, Rose Sapperstein, is not indebted to the Defendant, Harold Sapperstein in any manner or for any sum of money through, by or under the said Contract.

3. That the Plaintiff, Rose Sapperstein, pay the costs of this proceeding.

Benjamin Michaelson
JUDGE

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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PETITION FOR FORECLOSURE

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

VS.

PHILIP E. JEFFERS, Unmarried

BOOK 148 PAGE 187

IN THE

CIRCUIT COURT

~~OR~~

FOR

~~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 May A. D. 1955 the defendant executed and delivered to Fraternity Federal Savings and Loan Association a mortgage upon certain fee-simple property in ~~the City of Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $ 3,200.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition; and owing to a breach of the covenant therein 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.

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WILLIAM C. ROGERS, *Attorney for Plaintiff*
113 E. Baltimore Street
Baltimore 2, Maryland
Sa. 7-4456

"PETITIONER'S EXHIBIT NO. 1"

City-County Form.

LIBER 926 PAGE 93

BOOK 148 PAGE 188

This Mortgage, Made this 10th day of May, in the year one thousand, nine hundred and fifty-five- - - - - - -, between PHILIP E. JEFFERS, unmarried - -

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

WHEREAS, said Mortgagor , being a member of said body corporate, has received therefrom an advance of THIRTY-TWO HUNDRED ($3200.00)- Dollars, being part of the purchase money for the property hereinafter described.

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

By the payment on or before the first day of each month from date hereof;

(A) of the sum of THIRTY-TWO AND NO/100----$32.00) ---------- Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of THREE AND 75/100----($3.75)---------- Dollars, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagor , his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lots Nos. 1, 2, 3, and 4 in Section 30, on the Plat of Green Haven, recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 1 folio 346, (and Cabinet No. 3 Rod D-9, Plat 346), now Plat Book No. 15 folio 27. Said lots being situate on southwest corner of 8th Street and Outing Avenue.

BEING the same lots of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by LANDON G. SMITH and MAE E. SMITH, his mother, to PHILIP E. JEFFERS, unmarried, the within Mortgagor.

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A late charge shall be paid by the Mortgagor in connection with any payment as provided for in this Mortgage which shall not have been paid within twenty days of the date on which it is due amounting to four per centum (4%) of said payment.

It is understood and agreed that the principal of this mortgage may be prepaid in whole or in part at any time, provided that a prepayment charge shall be paid by the Mortgagor amounting to six months' interest at the rate herein set forth on that portion of the principal prepaid in any one year which exceeds twenty per centum (20%) of the original principal amount of this Mortgage.

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

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

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

And the said Mortgagor , for himself, his- - - heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagor , his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association, or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the 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; (7) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor , by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor , his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

AND the said Mortgagor , in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do th hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor do th hereby (2) also authorize the said Mortgagee, its successors or assigns, or **William C. Rogers,** its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of ONE HUNDRED ($100.00)- - - Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor , 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 , or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor covenant s that he- - - will warrant specially the property hereby conveyed, and that he- - - will execute such further assurances as may be requisite.

WITNESS the hand and seal of the said Mortgagor .

WITNESS:

Gertrude Lyons McLeod

GERTRUDE [illegible]

Philip E. Jeffers (SEAL)

PHILIP E. JEFFERS

(SEAL)

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LIBER 926 PAGE 96

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 10th day of May, 1955, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared PHILIP E. JEFFERS, unmarried, - the Mortgagor, named in the aforegoing mortgage, satisfactorily proven to be the person whose name is subscribed to the within instrument and he acknowledged the aforegoing mortgage to be his act, and that he executed the same for the purposes therein contained. At the same time also appeared Stanley L. Holmes - - - - - - - - - - Agent ~~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, and that he is Agent of said Mortgagee duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal

George A. Heinfield
George A. Heinfield Notary Public.

My commission expires May 6th, 1957.

Recorded- 13th May, 1955, at 9 A.M.

MORTGAGE

FROM

PHILIP E. JEFFERS, unmarried

TO

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

OUTING AVE.

BLOCK NO.

Received for Record 13 May 1955
at 9 o'clock A M. Same day recorded in
Liber W.L.H. No. 926 Folio 93 etc.,
one of the Land Records of
A A Co and examined per
JOHN H. HOPKINS, 3rd Clerk.
Cost of Record, $

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

The Daily Record Company, Baltimore, Md.

FILE NO. ....
WRITTEN BY ....
FORM APPROVED ....
READY FOR RECORD ....

STATEMENT OF MORTGAGE CLAIM

BOOK 148 PAGE 192

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

vs.

PHILIP E. JEFFERS, Unmarried

IN THE

CIRCUIT COURT

~~XX~~ FOR

~~XXXXXXXXXXXX~~ ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE DEBT

The Statement of the Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Philip E. Jeffers, Unmarried, to Fraternity Federal Savings and Loan Association dated May 10, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 926, Folio 93.

Philip E. Jeffers, Unmarried
S/W corner 8th Street and
Outing Avenue
Green Haven, Pasadena
Anne Arundel County

May 14, 1963

Original amount of Loan	$3,200.00
Interest through May	1,190.25
Late Charges	52.16
Taxes	374.29
Fire Insurance	96.99
Sanitary Charges	210.26
Accident and Sickness Insurance	30.24
	$5,154.19
Less amount of payments	3,269.16
Balance due on loan	$1,885.03

FRATERNITY FEDERAL SAVINGS
AND LOAN ASSOCIATION

BY George L. Coleman
GEORGE L. COLEMAN, Ass't. Sec'y.

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STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 14th day of May 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 William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

HERBERT G. MOORE NOTARY PUBLIC BALTIMORE, MD.

As witness my hand and Notarial Seal,

Herbert G. Moore
Notary Public.

BOOK 148 PAGE 193

DECREE FOR SALE OF MORTGAGE PREMISES

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate *vs.* PHILIP E. JEFFERS, Unmarried	IN THE **CIRCUIT COURT** ~~CITY~~ FOR ~~XXXXXXXXXXXX~~ ANNE ARUNDEL COUNTY
	TERM, 19

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

It, is, Thereupon, This 23 **day of** May, **in the year nineteen hundred and** sixty-three, **by the Circuit Court** ~~XXXXXXXXXXXX~~ for Anne Arundel County **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that William C. Rogers 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 Thirty-Two Hundred Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County ~~XXXXXXXXXXXX~~, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $300.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs, personal representatives and assigns the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse
Judge

FILED

1963 MAY 23 PM 2:47

7

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

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate *vs.* PHILIP E. JEFFERS, Unmarried	IN THE BOOK 148 PAGE 194 **CIRCUIT COURT** ~~OF~~ FOR ~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY 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 William C. Riggs, Secretary of Fraternity Federal Savings and Loan Association

and made oath in due form of law that he ~~(she)~~ knows the defendant herein, and that to the best of his (~~her~~) information, knowledge and belief

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

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

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

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

William G. Riggs

WILLIAM G. RIGGS, *Affiant.* Secretary
FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

Subscribed and sworn to before me this 2ND day of JULY 1963.

Herbert C. Moore
Notary Public

HERBERT C. MOORE NOTARY PUBLIC BALTIMORE, MD.

FILED
1963 JUL -5 AM 9:50

8

BOND NO. 77 16 712

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** *BALTIMORE 3* BOOK 12 PAGE 109

No. 15,613 Equity

BOOK 148 PAGE 195

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers, 113 E. Baltimore Street, 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 Three Thousand Two Hundred and 00/100 ($3,200.00) --- 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 July in the year of our Lord one thousand nine hundred and Sixty-three

WHEREAS, the above bounden William C. Rogers 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 Fraternity Federal Savings & Loan Association a body corp.

vs:

Philip E. Jeffers, unmarried

now pending in said Court:

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

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:

Richard R. Jones

Richard R. Jones, As to principal

William C. Rogers (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

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

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

FILED

1963 JUL -5 AM 9:50

Bond approved this 5th day of July, 1963

Louis N. Phipps, Clerk

9

ROBERT H. CAMPBELL - - - - Auctioneer

WINSON G. GOTT, JR., Attorney
Lee Building
Annapolis, Maryland

No. 15,613 Equity

TRUSTEE'S SALE

—OF VALUABLE—

Fee Simple Property

IN 3RD ELECTION DISTRICT

By virtue of a decree of the Circuit Court for Anne Arundel County, the undersigned Trustee will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland on

Saturday, July 6, 1963

AT 11:00 A.M. D.S.T.

That lot of ground and improvements thereon, in the 3rd Election District, described as follows: Being known and designated as lots Nos. 1, 2, 3, and 4 in Section 30, on the Plat of Green Haven, recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 1, Folio 346 (and cabinet No. 3, Rod D-9, Plat 346, now Plat Book No. 15, Folio 27). Said lots being situate on southwest corner of 8th and Outing Avenue, Green Haven.

Subject to the legal operation and effect of agreements, covenants, easements and restrictions of record affecting the same, if any.

IMPROVEMENTS: One story frame dwelling.

TERMS OF SALE: Cash, a deposit of $300.00 will be required of purchaser at time of sale, balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County: 6 per cent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other charges are to be adjusted to day of sale.

WILLIAM C. ROGERS, Trustee
113 E. Baltimore Street
Baltimore 2, Maryland

FILED
1963 JUL -9 AM 10:10

10

11

BOOK 148 PAGE 197

I hereby certify that I have on this 6th day of July, 1963, sold the within described property to C. Maurice Weidemeyer and Carolyn Weidemeyer, his wife - - - - - - - - - - -at and for the sum of One Thousand, Six Hundred Dollars ($1,600.00) - they being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I certify that C. Maurice Weidemeyer and Carolyn Weidemeyer, his wife have on this 6th day of July, 1963, purchased the within described property from William C. Rogers, Trustee, at and for the sum of $1600.00 Sixteen hundred dollars and we hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

C. Maurice Weidemeyer

Carolyn Weidemeyer, per C.M.W.

FILED

1963 JUL -9 AM 10:10

REPORT OF SALE

BOOK 148 PAGE 198

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

vs.

PHILIP E. JEFFERS, unmarried

IN THE

CIRCUIT COURT

~~XXXXX~~
FOR
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 15,613 Equity

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

The Report of Sale of William C. Rogers

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

Lots 1,2,3,4, in section 30 on the Plat of Green Haven

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

THE CAPITAL-GAZETTE

a daily newspaper published in ~~Baltimore City~~ ANNE ARUNDEL COUNTY for more than three successive weeks preceding the day of sale, said Trustee William C. Rogers did pursuant to said notice on Saturday the 6th day of July 19 63 at 11:00 o'clock A. M. attend on the premises and then and there sold the said fee simple property mentioned and described in the attached advertisement of sale which is prayed to be taken as part of this report unto C. Maurice Weidemeyer and Carolyn Weidemeyer, his wife, at and for the sum of $1600.00, which price was the highest amount bid for the property.

WILLIAM C. ROGERS, TRUSTEE

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 8th day of July 19 63 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers.

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,

HERBERT C. MOORE NOTARY PUBLIC BALTIMORE

FILED
JUL 9 AM 10: 10

HERBERT C. MOORE *Notary Public.*

12

WINSON G. GOTT, JR., Attorney
Lee Building
Annapolis, Maryland

Trustee's Sale

Of Valuable Fee Simple Property

IN 3RD ELECTION DISTRICT

By virtue of a decree of the Circuit Court for Anne Arundel County, the undersigned Trustee will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland on

Sat., July 6, 1963

at 11:00 A.M. D.S.T.

That lot of ground and improvements thereon, in the 3rd Election District, described as follows: Being known and designated as lots Nos. 1, 2, 3, and 4 in Section 30, on the Plat of Green Haven, recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 1, Folio 346 (and cabinet No. 3, Rod D-9; Plat 346, now Plat Book No. 15, Folio 27. Said lots being situate on southwest corner of 8th and Outing Avenue, Green Haven.

Subject to the legal operation and effect of agreements, covenants, easements and restrictions of record affecting the same, if any.

IMPROVEMENTS: One story frame dwelling.

TERMS OF SALE: Cash, a deposit of $300.00 will be required of purchaser at time of sale, balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County: 6 per cent interest to be paid upon unpaid purchase money from date of sale to date of settcelment. Taxes and all other charges are to be adjuste dto day of sale.

WILLIAM C. ROGERS, Trustee
113 E. Baltimore Street
Baltimore 2, Maryland

ROBERT H. CAMPBELL
Auctioneer

Jy-2

ORDER NISI

BOOK 148 PAGE 200

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

PHILIP E. JEFFERS, unmarried

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,613 Equity

Ordered, this 9th day of July, 1963, That the sale of the property in these proceedings mentioned made and reported by William C. Rogers, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of August next.

The report states that the amount of sale was $ 1,600.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Winson G. Gott, Atty.

Maryland Gazette (for July 11 edition)

(Final Order)

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

PHILIP E. JEFFERS, unmarried

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of August, 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.

Matthew S. Evans JUDGE.

FILED

1963 AUG 15 AM 10:29

.13

WINSON G. GOTT, JR. Attorney
Lee Building
Annapolis, Maryland

Trustee's Sale

Of Valuable Fee Simple Property

IN 3RD ELECTION DISTRICT

By virtue of a decree of the Circuit Court for Anne Arundel County, the undersigned Trustee will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland on

Sat., July 6, 1963
at 11:00 A.M. D.S.T.

That lot of ground and improvements thereon, in the 3rd Election District, described as follows: Being known and designated as lots Nos. 1, 2, 3, and 4 in Section 30, on the Plat of Green Haven, recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 1, Folio 346 (and cabinet No. 3, Rod D-9, Plat 346, now Plat Book No. 15, Folio 27. Said lots being situate on southwest corner of 8th and Outing Avenue, Green Haven.

Subject to the legal operation and effect of agreements, covenants, easements and restrictions of record affecting the same, if any.

IMPROVEMENTS: One story frame dwelling.

TERMS OF SALE: Cash, a deposit of $300.00 will be required of purchaser at time of sale, balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County: 6 per cent interest to be paid upon unpaid purchase money from date of sale to date of settelment. Taxes and all other charges are to be adjuste dto day of sale.

14

WILLIAM C. ROGERS, Trustee
113 E. Baltimore Street
Baltimore 2, Maryland

ROBERT H. CAMPBELL
Auctioneer

Jy-2

OFFICE OF

Maryland Gazette

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

BOOK 148 PAGE 201

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 12, 1963

We hereby certify, that the annexed
Trustee's Sale
Lots Nos. 1, 2, 3 and 4
Green Haven

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of July, 1963. The first insertion being made the 13th day of June, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 JUL 12 PM 3:42

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,613 . . . . . Equity

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

VERSUS

PHILIP E. JEFFERS, unmarried

Ordered, this 9th day of July, 1963, That the sale of the property in these proceedings mentioned made and reported by William C. Rogers, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of August next; Provided, a copy of this Order be inserted in some newspapers published in Anne Arundel County, once in each of three successive weeks before the 12th day of August next.

The reports states that the amount of sale was $1,600.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk A-1

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 202

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 3, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,613

Philip E. Jeffers

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 August, 1963. The first insertion being made the 11th day of July, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

1963 AUG 5 PM 3:1
FILED
No. M.G. 5906
15

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT
	*	FOR ANNE ARUNDEL COUNTY
vs.	*	EQUITY NO. 15,613
PHILLIP E. JEFFERS	*	

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

C. MAURICE WEIDEMEYER, being first duly sworn and on oath deposes and says that he was the purchaser herein at the sale on July 6, 1963, and purchased Lots Nos. 1, 2, 3 and 4, in Section 30, as shown on Plat of Green Haven, plat recorded in Plat Book 15, at folio 7, and that as purchaser he was not acting as agent for anyone but was acting on behalf of himself and wife and that no other persons are interested in the aforesaid purchase; that at no time did he directly or indirectly discourage anyone from bidding for the said property and that he believes the sale to have been fairly and properly made.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 14th day of August, 1963.

Mary Hardesty
Notary Public

FILED
1963 AUG 14 AM 11:06

16

BOOK 148 PAGE 204

In the Case of

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION,
a body corporate

VS.

PHILIP E. JEFFERS, unmarried

In the

Circuit Court

For

Anne Arundel County

No. 15,613 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 SEP -3 PM 12:24
FILED

All of which is respectfully submitted.

September 3, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 19th day of September, 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 SEP 19 AM 9:14

17

18

Dr. FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body Corporate vs.
PHILIP E. JEFFERS, unmarried

In Acct. with WILLIAM C. ROGERS, Trustee

Cr.

1963						
July	6	Proceeds of Sale	1,600	00		
		Interest on deferred payment of $1,300.00				
		from 7/6/63 to 8/19/63	9	32	1,609	32
		Refund 1963 County and State taxes				
		7/6/63 to 12/31/63	20	10		
		Refund 1963 Sanitary Commission Water				
		Assessment - 7/6/63 to 12/31/63	12	93	33	03
					1,642	35
		To Trustee for fee, viz:	100	00		
		To Trustee for commissions, viz:	80	33	180	33
		To Trustee for Court Costs, Viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court costs	28	00		
		Auditor - stating this account	22	50	60	50
		To Trustee for expenses, viz:				
		Capital-Gazette Press - advertising sale	61	24		
		Capital-Gazette Press - Order nisi, sale	15	00		
		Speer Publications - handbills	18	03		
		Fidelity & Deposit Co. - bond premium	12	80		
		Robert H. Campbell - auctioneers fee	35	00		
		One-half cost documentary stamps	3	30		
		Water bill due 8/1/63	3	00		
		Herbert C. Moore - notary fees	1	50	149	87

	To Fraternity Federal Savings & Loan Assn.				
	this balance on account of claim filed	1,251	65	1,251	65
				1,642	35
	Amount of Mortgage claim filed	1,885	03		
	Interest on principal debt of $1,885.03 from 6/1/63 to 9/19/63 - 110 days @ 6%	34	04		
		1,919	07		
	Cr. - amount allowed above	1,251	65		
	Balance subject to Decree in Personam	667	42		

BOOK 148 PAGE 207

RICHARD J. DONOHOE, PAUL PEARSON and JOHN CLIFFORD, Co-partners T/A ANNAPOLIS LAND COMPANY 839 17th Street, N.W. Washington 6, D. C.	:	NO. 15,294 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
and	:	
HARRY E. LEWIS, JR.	:	
Vs:	:	
CLARA MOYER and VERNON R. MOYER, her husband 419 5th Street Eastport, Maryland	:	
IDA V. GRAHAM and DAVID S. GRAHAM, SR., her husband 314 Severn Avenue Eastport, Maryland	:	
NORMAN H. LEWIS and EDNA LEWIS, his wife 409 Taylor Avenue Annapolis, Maryland	:	
LILLIAN SPEAKS and FRANK SPEAKS, her husband Hillsmere Shores Annapolis, Maryland	:	
EVELYN MILLER and GEORGE AMBROSE MILLER, her husband Taylor Avenue Annapolis, Maryland	:	
LOLA IPPOLITO and ANTHONY IPPOLITO, her husband 412 3rd Street Eastport, Maryland	:	
JESSIE GIPE, and Richard GIPE, her husband Eastport, Maryland	:	
VICTOR F. LEWIS, single 310 Severn Avenue Annapolis, Maryland	:	
And all unborn children of HARRY E. LEWIS, JR.	:	

.....

BILL OF COMPLAINT

FOR COURT TO RATIFY CONTRACT OF SALE

To the Honorable, the Judges of said Court:

Your Orators humbly complaining states:

1962 NOV 16 PM 1:52

1.

That Mary A. Lewis, died testate on or about the 17th day of September, 1960 and by her Last Will and Testament duly recorded among the Testamentary Records of Anne Arundel County in Will Book G.M.N. No. 1, folio 224, she devised the lot hereinafter described unto her son Harry E. Lewis, Jr., for and during the term of his natural life and after his death to his issue a certified copy of said will being filed herewith as plaintiffs exhibit #1 and is prayed to be taken as part and parcel of this bill as fully as though it were incorporated herein.

2.

That one of your plaintiffs to wit: Harry E. Lewis, Jr., though married, has never begotten any children and in the event no issue of his would be forthcoming then and in that event his eight (8) brothers and sisters, defendants in this cause would become the heirs and for that reason all of his sisters and brothers, together with their respective spouses are made parties to this proceeding.

3.

That on or about the 3rd day of October, 1962, one of the Plaintiffs, Harry E. Lewis, Jr., entered into a contract of sale with Richard J. Donohoe, Paul Pearson and John Clifford, co-partners, trading as Annapolis Land Company to purchase a lot of ground at and for the sum of Twenty-Eight Thousand ($28,000.00) Dollars, on account of which said purchase price the sum of Four Thousand ($4,000.00) Dollars has been paid as a deposit, and a purchase price of the mortgage for the sum of Twenty-Four Thousand ($24,000.00) Dollars, payable two years after date with interest payable monthly at the rate of 6% per year and the priviledge of prepayment at any interest day shall be executed. Contract filed as exhibit #2.

4.

That said lot has a frontage of 40 feet and 4 inches on Severn Avenue and a depth to the water of Spa Creek of approximate-

ly 220 feet and stands unimproved.

5.

That the agreed purchase price far exceeds the market value of the reality involved and your Orator contends that it would be to his advantage and to the advantage of all parties concerned, living and unborn, that this contract, a certified copy being filed herewith should be ratified and confirmed.

6.

That the said sale is made contingent however, upon the fact that the prospective purchaser shall procure the necessary re-zoning by the city which would enable the co-partnership to erect a motel upon the premises or that failing in their effort to have the city re-zone that the contract shall be declared null and void.

To the end therefore,

1. That the contract of sale dated October 3, 1962 between Harry E. Lewis, Jr. and the co-partners trading as Annapolis Land Company may be ratified and confirmed.
2. And for such other and further relief as their case may require.

And as in duty bound, etc.

George B. Moscfel

Solicitor for complainants

3

FILED SEP 27 1960 REGISTER OF WILLS ANNE ARUNDEL COUNTY, MD.

I, Mary A. Lewis, of Eastport, Anne Arundel County, Maryland, being of sound and disposing mind and capable of executing a valid deed or contract, realizing that it is appointed for women to die and that we know not the time nor the place thereof, therefore, in order to make provisions for the distribution of my earthly estate, in that event, I do make, publish and declare this to be my last will and testament, hereby revoking all other wills or codicils heretofore by me made.

After the payment of all of my just debts and funeral expenses I give, devise and bequeath all of my property in the manner as follows:

Item 1. To my daughter Jessie Gipe I give, bequeath and devise the lot of ground and the appurtenances thereto belonging, the same being No. 421 Fourth Street, Eastport, Maryland, absolutely and in fee.

Item 2. To my son Victor F. Lewis I give, bequeath and devise the lot of ground and the appurtenances thereto belonging, the same being No. 416 Fourth Street, Eastport, Maryland, for and during the term of his natural life and after his death to his issue, share and share alike, and in the event he should die without issue, then the said realty shall be sold by my executor hereinafter named and the proceeds divided amongst my children per stirpes and not per capita.

Item 3. To my son Harry F. Lewis, Jr., I give, bequeath and devise all that lot of ground and appurtenances thereto belonging which adjoins my home on Severn Avenue on the north side thereof, for and during the term of his natural life and after his death to his issue, share and share alike, and in the event he should die without issue, then the said realty shall be sold by my executor hereinafter named and the proceeds divided amongst my children per stirpes and not per capita.

All the rest and residue of my property of whatever description whether real, personal or mixed, wheresoever situate, I give, bequeath and devise unto all of my children to be equally

FILED 1962 DEC 17 PM 3:59 Mary A. Lewis
FILED 1962 NOV 16 PM 1:52

Exhibit No. 1

divided among them per stirpes and not per capita.

I hereby constitute and appoint George B. Woelfel the executor of this my last will and testament.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal this 25th day of April, 1956.

Mary a Lewis (Seal)

Signed, sealed, published and declared by the above named testatrix as and for her last will and testament in the presence of us who at her request in her presence and the presence of each other, have hereunto subscribed our names as witnesses.

Thomas J Curley

Mary M. Wolff

BOOK 148 PAGE 212

STATE OF MARYLAND

Anne Arundel County

I, GEORGE M. NUTWELL. Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will & Testament

of

Mary A. Lewis *late of said County deceased* taken from the original, which is filed, recorded and

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 16" *day of* November *in the year of our Lord, nineteen hundred and* ~~xxxx~~ sixty-two

George M. Nutwell

Register of Wills for Anne Arundel County

6

BOOK 148 PAGE 213

SALES CONTRACT

This Agreement, entered into by and between Harry E. Lewis, Jr., party of the first part and hereinafter called "Seller" and Richard J. Donohoe, Paul Pearson and John Clifford, copartners trading as the Annapolis Land Company, parties of the second part and hereinafter called "purchasers".

Whereas Mary A. Lewis died testate on or about the 17th day of September, 1960, and by her last will and testament duly recorded among the Testamentary Records of Anne Arundel County in Will Book G.M.N. No. 1, folio 224, she devised the lot hereinafter described unto her son Harry E. Lewis, Jr., for and during the term of his natural life and after his death to his issue, and

Whereas the said parties of the second part are desireous of procuring this tract of land under the condition that the contract shall be declared null and void and the deposit refunded unless the Mayor and Aldermen of the City of Annapolis shall zone the real estate under such a classification that will permit the erection of a motel and/or a marina, and

Whereas it will be necessary to bring a suit in the Circuit Court for Anne Arundel County on the equity side thereof, in order that the court may bind the unborn issue to the conveyance and to that end the said parties of the second part have agreed that George B. Woelfel shall file whatever proceedings are necessary in order to perfect said title for which said services said parties of the second part shall pay him the sum of Five Hundred ($500.00) Dollars.

Now, therefore, in consideration of the agreements herein contained and the sum of one dollar ($1.00), receipt of which is hereby acknowledged by the seller, the seller hereby agrees with and bargains and sells unto the said purchasers and the purchasers agree to purchase from the seller the hereinafter described land situated and lying in Anne Arundel County, State of Maryland, and described as follows:

That lot or parcel of ground including riparian rights located in the Sixth Election District of Anne Arundel County, Maryland, in the City of Annapolis, on the northwest side of Severn Avenue, said lot having a frontage of forty (40) feet four (4) inches on said Avenue and a depth therefrom to the waters of Spa Creek of approximately two hundred twenty (220) feet, which said lot is rectangular in shape and described by metes and bounds, courses and distances in the deed thereof from Levin P. Kelly and wife to Ferdinand C. Latrobe, dated December 16th, 1921, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 49, folio 314.

Being the same property which was conveyed unto the said The Annapolis Mortgage Company by the Annapolis Banking and Trust Company by deed dated May 12, 1933, and recorded among the Land Records aforesaid in Liber F.S.R. No. 111, folio 601, said lot being mentioned and described in paragraph three of said deed. For further title reference see deed to the said Annapolis Banking and Trust Company from Ridgely P. Melvin, Attorney, dated February 2, 1927, and recorded among said Land Records in Liber F.S.R. No. 11, folio 256. Together with the buildings and improvements thereon and all of the rights and appurtenances thereto belonging or in any wise appertaining.

It is understood and agreed between the parties hereto that the sale price is Twenty-Eight Thousand Dollars ($28,000.00) and the terms of the sale at the date of conveyance shall be a Four Thousand Dollar ($4,000.00) payment plus a promissory note in the amount of Twenty-Four Thousand Dollars ($24,000.00) secured by a purchase price mortgage, said note shall be for a two year term, with interest only payable monthly at the rate of six per cent per year, with the privilege of prepayment at any time without penalty, of the principal sum reserved.

Exhibit #2

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The seller represents that he has a life tenancy in said property and agrees to institute promptly the necessary court proceedings to have this contract of sale approved. The buyers agree to defray the costs, including attorney fees incident to such litigation, which said attorney fees shall be five hundred ($500.00) dollars payable to George B. Woelfel.

Subject to such litigation aforesaid, the property is sold free of encumbrances; title to be good and merchantable in fact, subject, however, to covenants, conditions and restrictions of record, if any. Should the defects in title be of such character that they may be readily remedied by legal action, such legal action must be undertaken by the seller, promptly upon his own expense, whereupon the time specified herein for full settlement by the purchasers is hereby extended for the period of time necessary for such prompt action, exempting the proceedings to bind the interest of the unborn children in the conveyance as mentioned in the preceding paragraph.

Rents, taxes, water rents, insurance and interest on existing encumbrances, if any, are to be adjusted to date of transfer. Taxes, general and special, are to be adjusted to the date of transfer except that assessments for improvements completed prior to the date hereof, whether assessment therefor has been levied or not, shall be paid by the seller, or allowance made therefor, at the time of transfer.

Examination of title, tax certificate, conveyancing, notary fees, State revenue stamps and all recording charges are to be at the cost of the purchaser, provided, however, that if upon examination the title should be found defective the seller hereby agrees to pay the cost of the examination of the title except as to the proceeding to bind the interest of the unborn heirs.

Within sixty (60) days from the date of the final determination of the rezoning necessary and the granting of the construction permit to erect a combined hotel and marina to the specifications of the purchasers' architect, the seller and the purchasers are required and agree to make full settlement in accordance with the terms hereof, it being understood and agreed that this entire contract is subject to rezoning provision mentioned herein and in event the Mayor and Aldermen shall refuse to permit a hotel and/or marina to be erected hereon, that this entire contract shall become null, void and vitiated but that the costs of the equity proceedings and the Five Hundred ($500.00) Dollar fee shall NOT be refunded.

Settlement is to be made at the Annapolis office of the Lawyers Title Insurance Company of Richmond, the deed of conveyance to the purchasers or its nominee and such other papers as are required of either party by the terms of this contract shall be considered good and sufficicient tender of performance of the terms thereof.

Seller agrees to give possession at the time of settlement, and in the event he shall fail to do so, he shall become and be thereafter a tenant by the week of the purchasers and hereby waives all notice to quit and the purchasers may proceed to recover possession of said premises under and by virtue of the provisions of the laws of Maryland or by such proceedings as may be in use in like proceedings between landlord and tenant.

The risk of loss or damage to said property by fire or other casualty until the deed of conveyance is executed is assumed by the seller.

All notices of violations of local ordinances or requirements, issued by legal authority or prosecutions in any court on account thereof against or affecting the property on or before the date of settlement of this contract shall be defended or complied with by the seller and the property conveyed free thereof.

This contract, made in quadriplicate, when executed by the seller, contains the final and entire agreement between the parties hereto.

The purchaser attests that George B. Walton will not be a buyer or a part-buyer and that Edward E. Kaiser, Jr., will not be a buyer or a part-buyer, nor has he any connection directly or indirectly with the buyer.

Upon execution of this contract, the seller hereby grants the right to purchasers or their agents to enter upon the property and to conduct engineering surveys necessary for the completion of architect and engineering plans.

We, the undersigned, hereby ratify, accept and agree to the above memorandum of sale and acknowledge it to be our contract.

Witness:

Anne E. Lewis
Anne E. Lewis

Mary M. Hoff
Mary M. Hoff

ANNAPOLIS LAND COMPANY

By Paul M. Pearson
Paul Pearson

Harry E. Lewis, Jr. (Seal)
Harry E. Lewis, Jr.

Dated: October 3rd, 1962

Richard J. Donohoe, Paul Pearson and John Clifford, co-partners T/A Annapolis Land Company, and Harry E. Lewis, Jr.	:	No. 15,294 Equity
	:	In the
vs.	:	Circuit Court for
Clara Moyer, et al, and unknown heirs of Harry E. Lewis, Jr.	:	Anne Arundel County

: : : : : : : : : : :

ANSWER TO BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

The answer of Richard Gipe respectfully shows:

1.

This Respondent admit the allegations contained in the bill of complaint and does hereby consent to the passage of the decre as prayed in the bill.

And as in duty bound, etc.

Richard Gipe

Richard Gipe

George B. Woelfel Jr.

George B. Woelfel Jr.
Solicitor for Defendant
9-13 School Street
Annapolis, Maryland
phone CO 3-2282 or 8-1671

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Richard J. Donohoe, Paul Pearson and John Clifford, co-partners T/A Annapolis Land Company, and Harry E. Lewis, Jr.	:	No. 15,294 Equity
vs.	:	In the Circuit Court for Anne Arundel County
Clara Moyer, et al, and unknown heirs of Harry E. Lewis, Jr.	:	

: : : : : : : : : :

ANSWER TO BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

The answer of Clara Moyer and Vernon R. Moyer, her husband, Ida V. Graham and David S. Graham, Sr., her husband, Norman H. Lewis and Edna Lewis, his wife, Lillian Speakes and Frank Speaks, her husband, Evelyn Miller and George Ambrose Miller, her husband, Lola Ippolito and Anthony Ippolito, her husband, Jessie Gipe, respectfully shows:

These Respondents admit the allegations contained in the bill of complaint and do hereby consent to the passage of the decree as prayed in the bill.

And as in duty bound, etc.

Clara Moyer
Clara Moyer

Vernon R. Moyer
Vernon R. Moyer

Ida V. Graham
Ida V. Graham

David S. Graham
David S. Graham, Sr.

Norman H. Lewis
Norman H. Lewis

Edna Lewis
Edna Lewis

Lillian Speakes
Lillian Speaks

Frank Speakes
Frank Speaks

Evelyn Miller
Evelyn Miller

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George Ambrose Miller
George Ambrose Miller

Lola Ippolito
Lola Ippolito

Anthony Ippolito
Anthony Ippolito

Jessie Gipe
Jessie Gipe

Victor F. Lewis
Victor F. Lewis

George B. Woelfel Jr.
George B. Woelfel Jr.
Solicitor for Defendants
9-13 School Street
Annapolis, Maryland
phone CO-3-2282 or 8-1671

RICHARD J. DONOHOE, et al, etc.	:	NO. 15,294 EQUITY
Vs:	:	IN THE
CLARA MOYER, et al	:	CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY

.....

PETITION FOR THE APPOINTMENT OF GUARDIAN, AD LITEM, AND ORDER OF COURT, THEREON

To the Honorable the Judges of said Court:

The petition of Harry E. Lewis, Jr., respectfully shows:

1.

That your petitioner has filed his suit against his brothers and sisters and respective spouses and his unborn child or children.

2.

That his unborn child or children not being in esse can not answer nor defend this cause.

Wherefore, your petitioner prays:

1. That a guardian, ad Litem, be appointed by this Honorable Court to answer the bill and defend them in this cause.
2. And for such other and further relief as this case may require.

AFFIDAVIT

Marge B. Voegel
Clerk of the Circuit

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 16th day of November, 1962, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Harry E. Lewis, Jr., who made oath in due form of law that the matters and things stated in the aforegoing petition are true to the best of their knowledge and belief.

WITNESS my hand and seal Notarial.

Johnstopher
Notary Public

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ORDER OF COURT

Upon the aforegoing Petition and Affadavit it is this 20th day of November, 1962, by the Circuit Court, in Equity, adjudged, ordered and decreed that Ernest Florestino be, and he is hereby appointed Guardian, ad litem, to answer this suit and represent the unborn child or children of Harry E. Lewis, Jr.

George Larkin
Judge

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BOOK 148 PAGE 221

RICHARD J. DONOHOE, PAUL PEARSON and JOHN CLIFFORD, Fo-Partners T/A ANNAPOLIS LAND COMPANY	:	NO. 15,294 EQUITY
	:	IN THE
	:	CIRCUIT COURT FOR
and	:	ANNE ARUNDEL COUNTY
HARRY E. LEWIS, JR.	:	
Vs:	:	
CLARA MOYER, et al		

.....

ANSWER OF GUARDIAN, AD LITEM

To the Honorable, the Judges of said Court:

Now comes ERNEST FLORESTINO, guardian, ad litem, appointed by the court to represent and answer for the unborn child or children of Harry Lewis, Jr., respectfully shows:

That this or these defendants being unborn are unable to any other matters and things in the said bill alledged and submit their rights there under to the protection of this Court.

As in duty bound, etc.

Ernest Florestano
Guardian, ad litem

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BOOK 148 PAGE 222

RICHARD J. DONOHOE, et al	:	IN
Petitioners	:	THE CIRCUIT COURT
vs.	:	FOR
CLARA MOYER, et al	:	ANNE ARUNDEL COUNTY
Respondents	:	NO. 15,294 EQUITY

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

TESTIMONY ON BEHALF OF THE PETITIONERS

December 7, 1962

Present:

Mr. George B. Woelfel, Solicitor for Petitioners

Mr. Emanuel Klawans, Court Examiner & Master

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Harry E. Lewis, Jr., pages 2 - 5

Clarence A. Remaley, pages 6 - 7

J. Walter Scholz, pages 8 - 9

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Harry E. Lewis, Jr., a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. Mr. Lewis, state your name and address.

A. Harry E. Lewis, Jr., 201 Lockwood Court, Annapolis.

2. You are one of the plaintiffs in this case, together with Richard J. Donohoe, Paul Pearson and John Clifford, Co-partners, T/A Annapolis Land Company?

A. Yes, sir.

3. Who was Mary A. Lewis?

A. That was my mother.

4. Did Mary A. Lewis own any land in Eastport on Severn Avenue?

A. Yes, sir. She owned a piece of land fronting on Severn Avenue, 40 feet, four inches, with a depth to Spa Creek. The original deed dated April the 14th, 1937, from the Annapolis Mortgage Company and made to Harry E. Lewis, my father and Mary A. Lewis, my mother, which is recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 162, folio 272, described as having a depth of 293 feet. However, that depth is wrong.

5. Is this a certified copy, photostatic copy of the deed?

A. That's it. (DEED FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

6. Is your father living?

A. No, sir.

7. When did he die?

A. October, 1937.

8. And that left the property in your mother's name?

A. That's right.

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9. Is your mother now living?

A. No, sir.

10. When did she die?

A. She died September, 1960.

11. Did she leave a last Will and Testament?

A. Yes, sir.

12. What provision did she make for the disposition of that forty foot lot in her Will?

A. That went to me with Life Estate.

13. For life?

A. Yes, and after my death to my children.

14. And is this a certified copy of your mother's Last Will and Testament?

A. Yes, sir.

15. And that is dated April the 25th, 1956, recorded in the Testamentary Records of Anne Arundel County in Will Book G.M.N. No. 1, folio 224?

A. Yes, sir.

16. And that Will was admitted to probate?

A. Yes.

(WILL FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

17. Mr. Lewis, this Will, item 2 provides that if you should die without issue then the realty shall be sold by executor and the proceeds divided amongst my children per stirpes and not per capita. Do you have any children of issue?

A. No, sir.

18. Who are your brothers and sisters?

A. I have two brothers and six sisters. The two brothers,

18

Norman H. Lewis and Victor F. Lewis; six sisters, Mrs. Lillian Speaks, Mrs. Ida V. Graham, Mrs. Evelyn Miller, Mrs. Lola Ippolito, Mrs. Jessie Gipe, and Mrs. Clara Moyer.

(Mr. Klawans)

1. You have never had any children?

A. No, sir.

2. Did you have any other brothers or sisters?

A. No, sir.

(Mr. Woelfel)

19. All your brothers and sisters are living?

A. That's right.

20. They are all adults?

A. Yes.

21. Have you entered into any agreement to sell that parcel of land willed to you in item 2 by your mother?

A. Yes, sir.

22. With whom did you make that agreement?

A. Mr. Donohoe, Mr. Cliffor and Mr. Pearson, the Annapolis Land Company.

23. The sales price is $28,000.00?

A. Yes, sir.

24. And a deposit of $4,000.00 will be paid upon the execution of a Deed and $24,000.00 secured by a purchase price mortgage for a two year term, is that correct?

A. That's right, yes, sir.

25. Is this the sales contract that you signed?

A. Yes, sir.

26. Are there any improvements on this parcel of land?

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A. No, sir.

27. Does it net you any income?

A. Not any, no, sir.

28. Now do you think that is a fair price for that piece of land?

A. Yes, sir.

29. Have your brothers and sisters signed and answer agreeing that the sale should be made?

A. Yes, sir.

30. This sale is made subject to the granting of a permit by the City Council to erect a motel and marina thereon, is it not?

A. That's right.

31. And if the marina or motel provision is not granted the sale is not to be consummated?

A. That's right, yes sir.

(Mr. Klawans)

1. Are you married?

A. Yes, sir.

2. Do you consider this sale for the benefit and advantage of all parties in interest or possibly in interest?

A. I would say so, yes, sir.

(CONTRACT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 3)

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QUESTION BY THE EXAMINER:

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

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

Answer. . . . No . . . . . .

Signature Harry G. Lewis Jr.

Clarence A. Remaley, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address.

A. Clarence A. Remaley, 218 Main Street, Annapolis.

2. What is your occupation?

A. Real Estate broker.

3. How long have you been engaged in real estate?

A. Engaged under my own name in excess of twelve years.

4. And have you had experience in buying and selling real estate in this County?

A. I have been doing that continually as well as appraising for the State of Maryland, Federal Government, City of Annapolis, and private individuals, as well as banks. I also sit as a member of the Anne Arundel County Board of Property Review for the State of Maryland.

5. Are you familiar with the values of real estate?

A. I think I have a pretty good idea, yes sir.

6. Have you had an opportunity to look at this lot in Eastport in which Mr. Lewis has a life estate?

A. Yes, sir. I am familiar with the lot.

7. Describe what type of lot it is.

A. This is a flat lot, has a width of, frontage of 40 feet four inches on the road, and maintains the same width and runs to the water on Spa Creek, next to Herb Sadler's property, just south of that. It is fairly level. It is low. It is flat and it is unimproved. The depth, according to the survey, is approximately 220 feet.

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8. Do you think the sum of $28,000.00 is a fair price for the sale of that property?

A. In my opinion that would be a good price, yes, sir.

9. Do you think it would be to the advantage of the life tenant and of the unborn infants, with the remainder in them, that the sale should be consummated?

A. I would think so because at the present time you have got a vacant lot there. There is nothing but taxes being paid on it. There is no income whatsoever from the lot at the present time. In my opinion this is a good purchase price and I think it would be to the interest of all parties involved. They seem to be of the same opinion too because they all signed.

10. What in your opinion is the fair value of this lot, the fair market value?

A. I would put a value on it of approximately $25,000.00.

(Mr. Klawans)

1. You stated you were familiar with the values of real estate. Do you mean in the vicinity of this lot?

A. That is correct, in the immediate vicinity.

2-3

QUESTION BY THE EXAMINER:

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

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

Answer. . . . . N.O . . . . . .

Signature Dawn A Rimmy . . . . . .

24

J. Walter Scholz, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address.

A. J. Walter Scholz, 145 Main Street, Annapolis. Broker, real estate, interim financing and appraising.

2. How long have you been engaged in the field of real estate in Anne Arundel County?

A. Since 1946. I became a broker in June of that year.

3. You have had occasion to buy and seel real estate in Anne Arundel County?

A. That's correct. I own several pieces of land right in the City of Annapolis and I have bought and sold for other parties.

4. Do you know this property involved in this proceeding?

A. I do.

5. Describe the property.

A. The property sits across approximately 125 feet southerly from 4th Street on the Northern side of Severn Avenue, fronting 40 feet on Severn Avenue, approximately going 220 feet to the water and then bounding on the water some 40 feet, running on a parallel line thereto, and 220 feet to Severn Avenue, running 40 feet to the place of beginning. It is a gradual slope to the water and unimproved.

6. What in your opinion is the fair market value of that property?

A. The fair market value of that property would be somewhere in the neighborhood of $25,000.00.

7. Do you think the sum of $28,000.00 is a fair price to pay for the property?

25

A. I think it is a fair price on the circumstances.

8. Do you think such a sale for $4,000.00 cash and $24,000.00 mortgage for two years would be to the advantage of the present life tenant.and the infants involved, unborn infants?

A. I do. This would provide an income, (1) for the life tenants, and (2) for those that might follow.

9. Would you recommend to the Court that the contract of sale filed here be ratified by the Court?

A. Absolutely.

26

QUESTION BY THE EXAMINER:

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

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

Answer. . . No. . . . . .

Signature . . [illegible] . .

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

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

Witness my hand and seal this 14th day of December, 1962

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $25.00

S.M. $10.00 pd S.M.

28

(Int. Rev. Stamp 50¢)

THIS DEED made this fourteenth day of April, 1937, by and between The Annapolis Mortgage Company, a corporation of the State of Maryland, of the first part, hereinafter called "GRANTOR"; and Harry E. Lewis and Mary A. Lewis, his wife, of Anne Arundel County, State of Maryland, of the second part, hereinafter called "GRANTEES."

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt whereof in full is hereby acknowledged, the said GRANTOR does hereby grant and convey unto the above named GRANTEES, as tenants by the entireties, their heirs and assigns, in fee simple, all that lot or parcel of ground located in the Second Election District of Anne Arundel County, Maryland, in the Village of Eastport, on the northwest side of Severn Avenue, said lot having a frontage on said Avenue of forty (40) feet four (4) inches and a depth therefrom to the waters of Spa Creek of two hundred and ninety-three (293) feet, more or less, which said lot is described by metes and bounds, courses and distances in the deed thereof from Levin P. Kelly and wife to Ferdinand C. Latrobe, dated December 16, 1931, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 49, folio 314.

BEING the same property which was conveyed unto the said The Annapolis Mortgage Company by the Annapolis Banking & Trust Company by deed dated May 12, 1933, and recorded among the Land Records aforesaid in Liber F.S.R. No. 111 folio 601, said lot being mentioned and de-

Rel to P O Melvin 5/10/1937

scribed in paragraph three of said deed. For further reference see Deed to the said Annapolis Banking & Trust Company from Ridgely P. Melvin, Attorney, dated February 2, 1927, and recorded among said Land Records in Liber F.S.R. No. 11, Folio 256.

TOGETHER WITH the buildings and improvements thereon , and all of the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Harry E. Lewis and Mary A. Lewis, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

AND the said GRANTOR does hereby covenant that it will WARRANT SPECIALLY the title to the property hereby conveyed and that it will execute such other or further assurances of the same as may be requisite.

IN TESTIMONY WHEREOF, the said The Annapolis Mortgage Company has caused these presents to be executed by Andrew A. Kramer, its Vice- President, and its corporate seal hereto attached duly attested by its Secretary.

ATTEST:

J.P. STERLING (CORPORATE SEAL)

SECRETARY

THE ANNAPOLIS MORTGAGE COMPANY

By ANDREW A. KRAMER

VICE-PRESIDENT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT :

I hereby certify that on this fourteenth day of April, 1937, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Andrew A. Kramer, Vice- President of The Annapolis Mortgage Company, and duly acknowledged the aforegoing deed to be its corporate act.

WITNESS MY HAND AND SEAL NOTARIAL.

(NOTARIAL SEAL)

LAURA R. JICKLING

NOTARY PUBLIC

Recorded-April-16-1937-3:30-P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing.....photostatic.....copy.....is truly taken and copied from Liber.EAM... No....162... folio..272... 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...4th...day of....December A. D., 196 2

Louis N. Phipps

Clerk of the Circuit Court for Anne Arundel County tc

BOOK 148 PAGE 237

Richard J. Donohoe, et al,	:	No. 15,294 Equity
	:	In the Circuit Court
vs.	:	for
	:	
Clara Moyer, et al	:	Anne Arundel County

: : : : : : : : :

PETITION TO INTERVENE AND ORDER OF COURT THEREON

: : : : : : : : :

To the Honorable, the Judges of said Court:

The petition of George B. Woelfel respectfully shows:

1.

That under the terms of the last will and testament of Mary A. Lewis your Petitioner was duly appointed executor with power to sell the property mentioned in these proceedings in event Harry E. Lewis, Jr., died without issue.

2.

That your Petitioner believes that under the circumstances that he may have some interest in this suit and should be a party thereto.

Wherefore, your Petitioner, prays:

1. That leave may be granted him to intervene as party plaintiff.

And for such other and further relief as his case may require.

George B. Woelfel
Petitioner

ORDER OF COURT

Upon the aforegoing petition, it is this 3rd day of ~~December~~ January, 1963, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that leave be and the same

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is hereby granted to the petitioner George B. Woelfel to intervene in these proceedings as party plaintiff.

D Brown Duckett
Judge

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BOOK 148 PAGE 239

RICHARD J. DONOHOE, et al	:	IN
Petitioners	:	THE CIRCUIT COURT
vs.	:	FOR
CLARA MOYER, et al	:	ANNE ARUNDEL COUNTY
Respondents	:	NO. 15,294 EQUITY

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

ADDITIONAL TESTIMONY

TAKEN

December 28, 1962

Present:

Mr. George B. Woelfel, Solicitor for Petitioners

Mr. Emanuel Klawans, Court Examiner & Master

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Clarence A. Remaley, page 2

George B. Woelfel, page 3

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33

Clarence A. Remaley, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Klawans)

1. I believe the question is, is a public sale likely to produce as good a price as this contract sales price of $28,000.00?

A. In my opinion, definitely no. I think if there was a public sale they would be likely to get eight or ten thousand dollars. The reason I say that is this, we have a forty foot lot and prime waterfront for residential purposes sells for around a hundred or a hundred and twenty five dollars a front foot, and this is zoned maritime and that would have a value of $200.00 a front foot or eight or ten thousand dollars. On top of that it is a forty foot lot and it is small and it is limited as to its use and I think that the offer you have in this is way above what you would receive at a public sale.

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QUESTION BY THE EXAMINER:

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

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

Answer. . . . No . . . . . .

Signature [signature] . . . . . .

George B. Woelfel, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Klawans)

1. Has the land been rezoned?

A. The land has already been zoned maritime, and it is my understanding that this authorizes both motel or hotel and marina, so that I believe the condition of the contract has already been fulfilled.

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 . . . . . .

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 4th day of ~~December~~ January, ~~1962.~~ 1963

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

S.M. $5.00 Pd
J.M.

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BOOK 148 PAGE 245

Richard J. Donohoe, et al	.	No. 15,294 Equity
	.	In the
vs.	.	Circuit Court
	.	for
Clara Moyer, et al	:	Anne Arundel County

: : : : : : : : : .

ANSWER OF GEORGE B. WOELFEL

To the Honorable, the Judges of said Court:

Now comes George B. Woelfel, who by order of Court dated the 3rd day of January, 1963, was granted the privilege to intervene as party plaintiff, respectfully shows

That George B. Woelfel does hereby join these proceedings as a party plaintiff and to the pleadings in toto filed by the Plaintiffs' attorney.

George B. Woelfel

George B. Woelfel
9-11 School Street
Annapolis, Maryland.

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35

RICHARD J. DONOHOE, ET AL, AND HARRY E. LEWIS, JR.,

Plaintiffs,

vs.

ALL UNBORN CHILDREN OF HARRY E. LEWIS, JR., ET AL,

Defendants.

: No. 15,294 Equity

In The Circuit Court For

Anne Arundel County.

REPORT OF EXAMINER AND MASTER

11/16/62 The life tenant of an unimproved lot has contracted to sell the fee simple estate in it, subject to certain conditions. He and the purchasers bring a bill in equity against the unborn remaindermen, and against others who have possible interests, for ratification of the contract by this Court.

Mary A. Lewis owned in fee simple an unimproved lot fronting 40'4" on Severn Avenue, Annapolis, Md., extending back therefrom about 220' to the waters of Spa Creek. The lot had been conveyed to her and to her husband, Harry E. Lewis, by deed from Annapolis Mortgage Company dated 4/1/37 recorded F.A.M. 162 folio 272 filed as an exhibit. Harry E. Lewis died October 1937.

Mary A. Lewis died in 1960, leaving a will of record in the local Orphans Court and filed as an exhibit in this case. She devised that lot to Harry F. Lewis, Jr. "for and during the term of his natural life and after his death to his issue, share and share alike, and in the event that he should die without issue, then the said realty shall be sold by my executor hereinafter named and the proceeds divided amongst my children per stirpes and not per capita." The will names George B. Woelfel as executor. The correct name of the intended devisee is Harry E. Lewis, Jr., as testatrix had no other son named Harry Jr.

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Harry E. Lewis, Jr. is married, but has no children or other issue.

Harry E. Lewis, Jr. has contracted to sell the unimproved lot to his co-plaintiffs in fee simple for $28,000.00, of which $4,000 is to be paid cash at time of settlement, balance a purchase money mortgage of the lot for two years, with 6% interest thereon payable monthly, and privilege of pre-payment at any time, title to be good and mercantable, free of encumbrances except any

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covenants, conditions and restrictions of record. However, this sale is on condition that rezoning of the lot be obtained to allow a motel and/or marina to be erected on the lot. The purchasers are to pay the expenses of obtaining rezoning, including attorney's fees. Settlement is to be made within sixty days from rezoning and grant of a permit to construct a hotel and marina to specifications of the purchaser's architect. Rents, taxes, etc. to be adjusted to date of transfer. Possession to be given at time of settlement.

George B. Woelfel believes that the present zoning of the lot allows the erection of the hotel and marina.

The lot is unimproved, and produces no income. Harry E. Lewis, Jr. testifies to his belief that this sale would be advantageous to all persons in interest. Clarence Remaley and Walter Scholz, real estate brokers, value the lot at $25,000, and believe the sales price is a good price, and that this sale would be advantageous to all persons in interest. Clarence Relaley further testifies that the sales price is much higher than would be obtained at public auction, and at public auction the lot is not likely to bring more than eight or ten thousand dollars. All interested persons are in being except the unborn issue of Harry E. Lewis, Jr., and are parties to this suit, and have consented to the contracted sale.

George B. Woelfel has been made party to this suit as executor under the will of Mary A. Lewis, and consents to this sale.

This Examiner recommends that the Court find that a sale of the lot and reinvestment of the proceeds would be advantageous to all persons in interest, as the lot is unimproved and produces no income, incurs expenses for taxes and possible future assessments, and its width is too narrow for modern requirements and is likely to become less and less suitable for any modern uses as time passes, and may lose all value. This Examiner further recommends a finding that the sales price is a very good price in view of present and prospective value of the lot, and that the contracted price far exceeds what the lot is likely to bring at public auction, and the contracted sale is advantageous to all persons having any interest, including any unborn issue of Harry E. Lewis, Jr.

Code, Article 16 sec. 167 empowers the Court to "decree a sale" and direct investment of the proceeds so as to carry out testatrix' intent, where a person has a life estate and others have vested or contingent future interests, if all persons who are in being are parties and consent as in this case. The statute provides that the decree binds all persons "whether in being or not". Equity has no power to bind persons not in being except by virtue of this statute. (Downs v Long, 79 Md 382, 388).

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Sec. 167 does not expressly empower the Court to confirm a contract for sale of land, as does sec. 154 which deals with partition sales between persons in being. However, in Gittings v Morris, 156 Md 565, 575, a private sale was upheld, and the Court of Appeals stated that the jurisdiction of the court of equity to ~~xxxl~~ decree a sale of land under this statute "rests upon the concurrence of two conditions precedent, and they are that all parties in interest and in being, who would be entitled if the contingency had happened at the date of the decree,must be parties to the proceeding, and the sale must be made to appear to be advantageous to the parties concerned." The Court was quoting from Ball v Safe Deposit Co., 92 Md ~~562x~~ 507, where in an attack upon the validity of a sale no question was raised about ratification of a private sale, but the sale was invalid because the Court had authorized a sale if at any future time a trustee believed it to be advantageous, without any judicial finding at the time of the decree that sale was advantageous. In Powell v Bailey, 138 Md 169, 172, the Court stated that the jurisdictional allegation is that the sale is "advantageous to all parties". In Benson v Yellott, 76 Md 159, 168, the Court held that if the Court has jurisdiction, the decree binds all parties concerned whether in esse or not, notwithstanding irregularities in the proceedings; and even if the sale be set aside, the purchaser has good title. In Dunnington v Evans, 79 Md 83, 93, the Court held that under sale for reinvestment plenary proceedings are not necessary, and the Court can decree sale whenever it deems this advantageous for best interest of the beneficiaries and need not incur expenses and delays of plenary proceedings. This Examiner is of the opinion that where all persons in being and having any interest in the land consent to the proposed contract of sale, and sale is advantageous to all persons in interest, and a proposed private sale is materially more advantageous than public sale, the Court may decree a sale, and ratify the contracted sale.

~~1/10/63~~ 12/17/62 The testimony was filed.

1/2/63 Additional testimony was filed.

1/14/63 The case will be ready for decree. The decree filed herewith is recommended.

E. Clarence

Examiner And Master

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BOOK 148 PAGE 249

RICHARD J. DONOHOE, ET AL, : No. 15,294 Equity

Complainants, In The Circuit Court For

vs. Anne Arundel County.

:

CLARA MOYER, ET AL,

Respondents.

DECREE

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

It is thereupon, this 21st day of January, 1963, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered, and decreed, as follows:-

1. That a sale of the land mentioned in these proceedings, and investment of the net proceeds, is advantageous to all persons having any interest in said land, and is hereby ordered and decreed.

2. That the contract of sale of said land heretofore made and mentioned in these proceedings is advantageous to all persons having any interest in said land, those in esse and those not in esse, and is more advantageous to them than a public sale is likely to be, and having been consented to by all persons in being who have any interest in said land, and by the executor under the will of Mary A. Lewis, the said contract is hereby finally ratified and confirmed.

3. That George B. Woelfel is hereby appointed trustee to carry out said contract and make said sale, and 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 five thousand dollars ($5,000.00), 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. He shall then proceed to make said sale and carry out said contract of sale in accordance with its terms, and upon payment of four thousand dollars ($4,000.00) of the purchase money and delivery to him of the purchase money first mortgage of said premises for the remaining twenty-four thousand dollars ($24,000.00) of the purchase money, bearing interest at rate of six per cent (6%) per annum payable monthly and in all respects in accordance with said contract of sale, and upon performance of all provisions of said contract required of the purchasers at time of settlement, the said trustee shall, by a good and sufficient deed, to be executed, acknowledged, and recorded according to law, convey to the purchasers, their heirs and assigns, the

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property and estate to them sold by said contract of sale, free, clear and discharged from all claims of all parties hereto, plaintiff and defendant, and those claiming by, from or under them, or any of them, including any and all claim of all persons in interest in esse and not in esse; and the said trustee shall bring into this Court the money arising from said sale, to be distributed and invested under the direction of this Court, after deducting the costs of this suit, and such expenses as may be authorized by this Court, and such commission to 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.

Matthew S Evans Judge

44

22056 B

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y. BOOK 12 PAGE 70

BOOK 148 PAGE 251

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

ROYAL-GLOBE INSURANCE

Bond No. 421572

No. 15,294 Equity

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 FIVE THOUSAND DOLLARS ($5,000.00) ---------- current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 31st day of May, 1963.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Richard J. Donohoe, etal vs. Clara Moyer, et al ---------- dated January 21, 1963 • George B. Woelfel ---------- was appointed Trustee to make sale of the property described in said proceedings, and the said George B. Woelfel -------- is about to execute said power and make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

George B. Woelfel (SEAL)
George B. Woelfel PRINCIPAL

WITNESS:

Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 3rd day of June, 1963

Louis N. Phipps, Clerk

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Richard J. Donohoe, et al	:	No. 15,294 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Clara Moyer, et al.	:	Anne Arundel County
	:	

: : : : : : : : :

REPORT OF SALE BY TRUSTEE

To the Honorable, the Judges of said Court:

The report of George B. Woelfel, Trustee to carry out the contract to make the sale under and by virtue of a decree of the Circuit Court for Anne Arundel County dated January 21st, 1963, and filed in this cause, respectfully shows:

Pursuant to the aforesaid decree your Trustee filed with the Clerk of the Circuit Court for Anne Arundel County, a corporate bond in the penal sum of Five Thousand Dollars which bond was approved by the Clerk of said Court; that after having complied with all other prerequisites in the said decree, your Trustee sold the property in said decree described at and for the sum of Four Thousand Dollars cash and prepared, had executed and recorded the Twenty-Four Thousand Dollar purchase price mortgage bearing interest at the rate of 6% payable monthly in accordance with the said decree after he had execute the deed to the purchasers.

Respectfully submitted,

George B. Woelfel

George B. Woelfel, Trustee

ORDER OF COURT

Upon the aforegoing report, it is this 5th day of July, in the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that all proceedings in this cause be and the same are hereby referred to the auditor of this Court to state an account after deducting the costs in this suit and such other expenses as may be authorized by this Court and such commission to the

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said trustee as this court shall think proper to allow in consideration of the skill, attention and fidelity wherewith the trustee shall appear to have discharged his trust.

Judge

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In the Case of

RICHARD J. DONOHOE, et al, etc.

VS.

CLARA MOYER, et al

In the

Circuit Court

For

Anne Arundel County

No. 15,294 Equity

To the Honorable, the Judges of said Court:

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

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All of which is respectfully submitted.

August 22, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 9th day of September, 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

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Dr. RICHARD J. DONOHOE, et al, etc. vs. CLARA MOYER, et al

In Acct. with GEORGE B. WOELFEL, Trustee

Cr.

1963						
June	25	Proceeds of Sale	28,000	00	28,000	00
		Refund 1963 County & State Taxes				
		6/25/63 to 12/31/63 - (55.80)	28	50		
		Refund 1962 City of Annapolis taxes				
		6/25/63 to 6/30/63 - (24.57)		24	28	74
					28,028	74
		To Trustee for Commissions, viz:	840	00	840	00
		To Trustee for Court Costs, viz:				
		Plaintiffs Solicitors appearance fee	10	00		
		Defendants Solicitors appearance fee	10	00		
		Clerk of Court - Court costs	69	50		
		Emanuel Klawans - Examiners fee	25	00		
		Shirley Miller - stenographers fee	15	00		
		Ernest Florestano - Guardian ad Litem fee	4	00		
		Auditor - stating this account	25	00	158	50
		To Trustee for Expenses, viz:				
		Clarence Remaley - appraiser's fee	25	00		
		Walter Scholz - appraiser's fee	25	00		
		Globe Indemnity Company - bond premium	20	00		
		George B. Woelfel - Reimbursement for certified copies of Will and Deed	6	00		
		One-half cost documentary stamps	30	80	106	80

		To George B. Woelfel, Trustee, this				
		balance subject to further Order of Court	26,923	44	26,923	44
					28,028	74

BOOK 148 PAGE 257

In the Matter of the	:	No. 15,660 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Raymond R. Klimaszewski and	:	for
Thelma D. Klimaszewski, his	:	Anne Arundel County
wife	:	
	:	

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in mortgage

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BOOK 148 PAGE 258
BOOK 1443 PAGE 213

No. 15,660 Equity

This Mortgage,

made this 1st day of December in the year one thousand nine hundred and sixty, between RAYMOND R. KLIMASZEWSKI and THELMA D. KLIMASZEWSKI, 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

SEVEN THOUSAND DOLLARS ----------($7,000.00)

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 SIXTY TWO DOLLARS ----------($62.00) 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.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

(1) KNOWN AND DESIGNATED as Lot No. 12 as shown on a certain plat entitled Powhatan Beach, subdivision of tract 6 of the Langville tract, dated August 14, 1937, by Clarence F. Shelly and Co., Surveyors, which plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book 11, Folio 13.

BEING the same property conveyed to the within-named Mortgagors by Rodolfo Fortina, also known as Rodolfo Forti, and wife, by deed dated August 22, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1056, Folio 131.

(2) KNOWN AND DESIGNATED as Lot No. 11 as shown on aforesaid plat, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 11, Folio 13.

BEING the same property conveyed to the within-named Mortgagors by Edward R. Smith and Virginia E. Smith, his wife, by deed dated July 27, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T C. 950, Folio 159.

RECORDATION TAX ACT OF 1947 $11.00 — RECORDATION TAX ACT OF 1947 $2.20 $2.20 — RECORDATION TAX ACT OF 1947 $2.20 $2.20

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Pauline M. Bozman

Pauline M. Bozman

Raymond R. Klimaszewski (SEAL)
Raymond R. Klimaszewski

Thelma D. Klimaszewski (SEAL)
Thelma D. Klimaszewski

..... (SEAL)

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BOOK 148 PAGE 261

BOOK 1443 PAGE 216

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 1st day of December, in the year one thousand, nine hundred and sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Raymond R. Klimaszewski and Thelma D. Klimaszewski, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared WILMER M. JOHNSON, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman

Pauline M. Bozman
NOTARY PUBLIC

My Commission expires 5/1/61

11.00

Rec'd for record Dec. 2, 1960 at 2:16 P.M.
Mailed to Wm. W. Townshend, Jr.

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

MORTGAGE

FROM

RAYMOND R. KLIMASZEWSKI and
THELMA D. KLIMASZEWSKI, his wife

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record ..... 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber ..... folio ..... &c. one of
the Land Records of Anne Arundel County ..... and examined per
..... Clerk.
Cost of Record $ ..... Charged

In the Matter of the	:	No. 15,660 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Raymond R. Klimaszewski and	:	for
Thelma D. Klimaszewski, his	:	Anne Arundel County
wife	:	
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Raymond R. Klimaszewski and Thelma D. Klimaszewski, his wife, to Loyola Federal Savings and Loan Association (formerly United Federal) dated December 1st, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1443, Folio 213.		$7,000.00
Less total amount paid on account of . . principal	$818.05	
Less Credit Expense Account.	49.16	
	$867.21	867.21
		$6,132.79
Plus interest to June 26, 1963		181.31
Amount of mortgage indebtedness.		$6,314.10

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of June 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 JUN 14 PM 12:22

BOOK 148 PAGE 263

AFFIDAVIT OF NON-MILITARY SERVICE

No. 15,660 Equity

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this day of June ,

19 63 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in Mortgage from Raymond R. Klimaszewski and Thelma D. Klimaszewski, his wife

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

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 June , 19 63 .

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

Dorothy P. McNew, Notary Public

My Commission will expire on:
May 3, 1965

Filed,

FILED
1963 JUN 14 PM 12:21

15660 Equity

BOOK 148 PAGE 264

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 Raymond R. Klimaszewski and Thelma D. Klimaszewski, his wife, dated December 1st, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1443, Folio 213, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises on

MONDAY, JULY 8, 1963

at 11:00 o'clock A. M.

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

(1) KNOWN AND DESIGNATED as Lot No. 12 as shown on a certain plat entitled Powhatan Beach, subdivison of tract 6 of the Langville tract, dated August 14, 1937, by Clarence F. Shelly and Co., Surveyors, which plat is duly recorded among the Plat Records of Anne Arundel Countyin Plat Book 11, Folio 13.

BEING the same property conveyed to Raymond R. Klimaszewski and Thelma D. Klimaszewski, his wife, by Rodolfo Fortina, also known as Rodolfo Forti and wife, by deed dated August 22, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1056, Folio 131.

(2) KNOWN AND DESIGNATED as Lot No. 11 as shown on aforesaid plat, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 11, Folio 13.

BEING the same property conveyed to Raymond R. Klimaszewski and Thelma D. Klimaszewski, his wife, by Edward R. Smith and Virginia E. Smith, his wife, by deed dated July 27, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 950, Folio 159.

The above property is improved with dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $750.00

FILED

1963 JUN 14 PM 12:21

8

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 - June ~~6th~~, 13th, 20th and 27th, 1963, and July 2nd, 1963

Please send twenty-five handbills.

9

The Pennsylvania Insurance Company

A STOCK COMPANY

BOOK 12 PAGE 110

#15,669

Equity

BOOK 148 PAGE 266

BOND NO. 47 52 46

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

SEALED WITH OUR SEALS AND DATED THIS 2nd day of July, 1963.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Raymond R. Klimaszewski and Thelma D. Klimaszewski, his wife, to the Loyola Federal Savings & Loan Association, bearing date on or about the 1st day of December, 1960 and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1443, Folio 213, the said William W. Townshend, Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

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

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

WITNESS AS TO PRINCIPAL:

Dorothy P. McNew

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

Rosalie Paris

THE PENNSYLVANIA INSURANCE COMPANY

BY Ralph G. Viehman, Jr.

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

FILED

1963 JUL -8 AM 9:36

Bond approved this 8 day of July, 1963

Louis N. Phillips, Clerk

10

Form 24 S831

8-61

ROBERT H. CAMPBELL - - - - Auctioneer

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

ATTORNEY'S SALE

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Raymond R. Klimaszewski and Thelma D. Klimaszewski, his wife, dated December 1st, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1443, Folio 213, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises on

MONDAY, JULY 8, 1963

at 11:00 O'CLOCK A.M.

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

(1) **KNOWN AND DESIGNATED** as Lot No. 12 as shown on a certain plat entitled Powhatan Beach, subdivision of tract 6 of the Langville tract, dated August 14, 1937, by Clarence F. Shelly and Co., Surveyors, which plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book 11, Folio 13.

BEING the same property conveyed to Raymond R. Klimaszewski and Thelma D. Klimaszewski, his wife, by Rodolfo Fortina, also known as Rodolfo Forti and wife, by deed dated August 22, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1056, Folio 131.

(2) **KNOWN AND DESIGNATED** as Lot No. 11 as shown on aforesaid plat, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 11, Folio 13.

BEING the same property conveyed to Raymond R. Klimaszewski and Thelma D. Klimaszewski, his wife, by Edward R. Smith and Virginia E. Smith, his wife, by deed dated July 27, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 950, Folio 159.

The above property is improved with 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 JUL -9 AM 9:04

11

BOOK 148 PAGE 268

No. 15,660 Equity

Annapolis, Maryland
July 8, 1963

I hereby certify that I have this eighth day of July 1963, sold the property described on the reverse hereof unto SECURITY BROKERAGE, INC., a body corporate,

at and for the sum of SIX THOUSAND NINE HUNDRED TEN DOLLARS ($6,910.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this eighth day of July, 1963, purchased from William W. Townshend, Jr., Attorney, the property described on the recerse hereof, at and for the sum of SIX THOUSAND NINE HUNDRED TEN DOLLARS ($6,910.00)

and I/we hereby agree to comply with the terms of sale.

SECURITY BROKERAGE - INC.

By: Stephen P. Provenza
President

Stephen P. PROVENZA

FILED

1963 JUL -9 AM 9:04

12

BOOK 148 PAGE 269

In the Matter of the Mortgaged	: No. 15,660	Equity
Real Estate of Raymond R.	:	In the Circuit Court
Klimaszewski and Thelma D.	:	for
Klimaszewski, his wife	:	Anne Arundel County
	:	
	:	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify that on this 8th day of July 1963, before the subscriber, a Notary Public of the State of Maryland, Anne Arundel County, personally appeared Stephen P. Provenza, President of Security Brokerag , Inc., a body corporate, the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) it was not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) it had not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS: SECURITY BROKERAGE, INC.

William W. Townshend, Jr.

By: Stephen P. Provenza (SEAL)
Stephen P. Provenza, President

_____ (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

FILED

1963 JUL -9 AM 11:12

13

In the Matter of the	:	No. 15660 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Raymond R. Klimaszewski and	:	for
Thelma D. Klimaszewski, his	:	Anne Arundel County
wife	:	
	:	

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 Raymond R. Klimaszewski and Thelma D. Klimaszewski, his wife, dated December 1st, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1443, Folio 213, 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, July 8, 1963, at 11:00 o'clock A.M., and then and there sold the said property to Security Brokerage, Inc., a body corporate, at and for the sum of SIX THOUSAND NINE HUNDRED TEN DOLLARS ($6,910.00), being at that figure the highest bidder therefor, said property described as follows:

(1) KNOWN AND DESIGNATED as Lot No. 12 as shown on a certain plat entitled Powhatan Beach, subdivision of tract 6 of the Langville tract, dated August 14, 1937, by Clarence F. Shelly and Co., Surveyors, which plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book 11, Folio 13.

BEING the same property conveyed to Raymond R. Klimaszewski and

FILED
1963 JUL -9 AM 9:04

14

Thelma D. Klimaszewski, his wife, by Rodolfo Fortina, also known as Rodolfo Forti and wife, by deed dated August 22, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1056, Folio 131.

(2) KNOWN AND DESIGNATED as Lot No. 11, as shown on aforesaid plat of Powhatan Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 11, Folio 13.

BEING the same property conveyed to Raymond R. Klimaszewski and Thelma D. Klimaszewski, his wife, by Edward R. Smith and Virginia E. Smith, his wife, by deed dated July 27, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 950, Folio 159.

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 8th day of July 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

BOOK 148 PAGE 272

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF RAYMOND R. KLIMASZEWSKI AND THELMA D. KLIMASZEWSKI, HIS WIFE

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,660 Equity

Ordered, this 9th day of July, 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 12th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of August next.

The report states that the amount of sale was $ 6,910.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Wm.W. Townshend, Jr., Atty. Maryland Gazette (for July 11 edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF RAYMOND R. KLIMASZEWSKI AND THELMA D. KLIMASZEWSKI, HIS WIFE

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of August, 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. Brown JUDGE.

FILED

1963 AUG 13 PM 12:11

16

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 Raymond R. Klimaszewski and Thelma D. Klimaszewski, his wife, dated December 1st, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1443, Folio 213, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises on

Monday, July 8, 1963

at 11:00 o'clock A.M.

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

(1) KNOWN AND DESIGNATED as Lot No. 12 as shown on a certain plat entitled Powhatan Beach, subdivision of tract 6 of the Langville tract, dated August 14, 1937, by Clarence F. Shelly and Co., Surveyors, which plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book 11, Folio 13.

BEING the same property conveyed to Raymond R. Klimaszewski and Thelma D. Klimaszewski, his wife, by Rodolfo Fortina, also known as Rodolfo Forti and wife, by deed dated August 22, 1956 and recorded among the land Records of Anne Arundel County in Liber G.T.C. 1056, Folio 131.

No. 17

(2) KNOWN AND DESIGNATED as Lot No. 11 as shown on aforesaid plat, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 11, Folio 13.

BEING the same property conveyed to Raymond R. Klimaszewski and Thelma D. Klimaszewski, his wife, by Edward R. Smith and Virginia E. Smith, his wife, by deed dated July 27, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 950, Folio 159.

The above property is improved with 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 or 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

Jy-2

OFFICE F 15,660

BOOK 148 PAGE 273

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 12, 1963

We hereby certify, that the annexed

Attorney's Sale

Raymond R. Klimaszewski

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 13th day of June, 1963.

FILED JUL 12, PM 3.42

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,660 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF RAYMOND R. KLIMASZEWSKI AND THELMA D. KLIMASZEWSKI, HIS WIFE

Ordered, this 9th day of July, 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 12th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of August next.

The report states that the amount of sale was $6,910.00

LOUIS N. PHIPPS, Clerk.

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-1

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 274

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 3, 1963

We hereby certify, that the annexed Order Nisi Sale Eq 15,660 Raymond R. Klimaszewski

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 August, 1963. The first insertion being made the 11th day of July, 1963.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1963 AUG 5 PM 3:42

By H. Tilghman

No. M. G. 5305

18

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
RAYMOND R. KLIMASZEWSKI AND THELMA D. KLIMASZEWSKI,
His wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,660 Equity

To the Honorable, the Judges of said Court:

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

FILED
1963 SEP -4 AM 11:25

All of which is respectfully submitted.

September 4, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 20th day of September, 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

FILED
1963 SEP 20 PM 3:02

19

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF RAYMOND R. KLIMASZEWSKI and THELMA D. KLIMASZEWSKI, his wife,

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

						Cr.
1963						
July	8	Proceeds of Sale	6,910	00		
		Interest on deferred payment of $6,160.00				
		7/8/63 to 8/27/63	53	35	6,963	35
		Refund 1963 County & State taxes (Lot 11)				
		from 8/27/63 to 12/31/63	55	24	55	24
					7,018	59
		To Attorney for fee, viz:	100	00		
		To Attorney for commissions, viz:	238	90	338	90
		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	91	00		
		Capital Gazette Press - Order nisi, sale	15	00		
		Speer Publications = handbills	17	00		
		Pennsylvania Insurance Co., bond premium	30	00		
		Robert H. Campbell - auctioneer's fee	45	00		
		One-half cost documentary stamps	11	55		
		1963 County and State taxes adjusted				
		(Lot 12) - 1/1/63 to 8/27/63	7	18		
		Dorothy P. McNew - notary fees	1	50	218	23

	To Loyola Federal Savings & Loan Assn.				
	mortgage claim in full	6,314	10		
	Interest on prinipal debt of $6,132.79 from 6/26/63 to 9/20/63 - 86 days @ 6%	84	36	6,398	46
				7,018	59

21

BOOK 148 PAGE 278

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
IN EQUITY

THOMAS J. SWEENEY NATHANIEL J. TAUBE, Trustees 1305 University Boulevard East Hyattsville, Maryland Plaintiffs	:	
vs.	:	Equity No. 15,505
MONOWALL HOMES, INC. (A Maryland Corporation) 47 Central Savings Banks Building Baltimore 2, Maryland Defendant	:	

Mr. George T. Cromwell, Clerk:

Please docket the above entitled suit and file therein the original of the deed of trust from the defendant to the plaintiffs and the statement of the amount of the debt secured thereby remaining due and payable, made under oath, handed you herewith. We will appreciate your advising us of the Equity Case Number when docketed.

NYLEN, GILMORE & SIMPSON

By Edward W. Nylen

Edward W. Nylen
Attorneys for the Trustees
1305 University Boulevard East
Hyattsville, Maryland
(Hemlock 9-1200)

FILED
1963 MAR 26 AM 9:06

LAW OFFICES, NYLEN, GILMORE & SIMPSON

BOOK 148 PAGE 279

No. 15,505 Equity

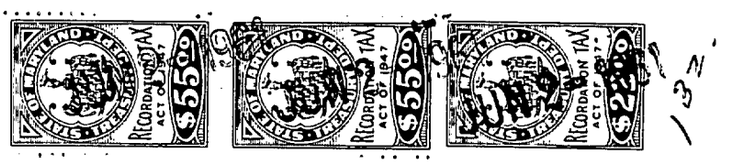
BOOK 1479 PAGE 562

This Deed of Trust Made this 2nd day of June, in the year Nineteen hundred and sixty-one by and between Monowall Homes, Inc., a corporation, acting herein pursuant to a resolution of its Stockholders and Board of Directors, party of the first part, and Thomas J. Sweeney and Nathaniel J. Taube, as Trustees, parties of the second part.

30450

WHEREAS, the said party of the first part stands justly indebted unto Colonial Mortgage Corporation in the full principal sum of Sixty Thousand and no/100 ($60,000.00) Dollars being money loaned on the hereinafter described property, for which amount the said party of the first part has executed and delivered its five (5) certain promissory notes bearing even date with these presents, being numbered 1 of 5 to 5 of 5, inclusive, and each of said notes being in the full principal sum of Twelve Thousand and no/100 ($12,000.00) Dollars, and each of said notes being due and payable in full nine (9) months after date, with interest thereon at the rate of six per centum (6%) per annum until paid, payable monthly as advances are made under this deed of trust. Each instalment of interest to bear interest after maturity if not then paid at the rate aforesaid.

It is understood and agreed that the terms and conditions of the Construction Loan Agreement dated the 2nd day of June, 1961, and the Commitment Letter from Colonial Mortgage Corporation to Monowall Homes, Inc., dated May 25, 1961, are by reference made a part hereof and any breach of said terms and conditions contained therein shall operate as a default under the terms of this trust.



And Whereas, the party hereto of the first part desires to secure the full and punctual payment of said debt and interest thereon, and the full performance of the covenants herein contained, as well as any and all renewals or extensions of said promissory notes, or of any part thereof, with interest on such renewals or extensions, at such rate of interest as may be agreed upon, and any notes given for interest covering any extension, with interest thereon from maturity of the same (which renewals or extensions of the debt or any part thereof hereby secured, or any change in its terms or rate of interest payable on same, shall not impair in

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1963 MAR 26 AM 9:06

any manner the validity of, or priority of this Trust); and also to secure the reimbursement to the holder or holders of said note s and to the party hereto of the second part, or substituted Trustee, and any purchaser or purchasers, grantee or grantees under any sale or sales under the provisions of this Trust, for all money which may be advanced as herein provided for, and for any and all costs and expenses (including reasonable counsel fees) incurred or paid on account of any litigation at law or in equity, which may arise in respect to this Trust, or to the indebtedness or to the property herein mentioned, or in obtaining possession of the premises after any sale which may be made as hereinafter provided for.

Now, Therefore, This Deed of Trust Witnesseth, that the party hereto of the first part, in consideration of the premises, and of One Dollar in lawful money does grant and convey unto the party hereto of the second part, in fee simple, the following-described land and premises; with the improvements, easements, rights, ways and appurtenances thereunto belonging, situate and lying in the State of Maryland, County of Anne Arundel, known

and distinguished as: Lots numbered Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16) in Block lettered "C"; all 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 at plat 66.

It is hereby understood and agreed and expressly made a part of these presents, that the herein described notes shall be separately and exclusively secured on the herein described property in manner as follows:

Note 1 of 5 being secured on Lot 12, Block C, Munson Heights
Note 2 of 5 being secured on Lot 13, Block C, Munson Heights
Note 3 of 5 being secured on Lot 14, Block C, Munson Heights
Note 4 of 5 being secured on Lot 15, Block C, Munson Heights
Note 5 of 5 being secured on Lot 16, Block C, Munson Heights

Any one or more of the lots herein described may be released from the effect and operation of the lien of this deed of trust upon the payment of the note, plus interest to date of payment, secured on the lot or lots so desired to be released.

Said notes being payable at the office of Colonial Mortgage Corporation at 4740 Bradley Boulevard, Chevy Chase, Maryland.

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In and Upon the Uses and Trusts Following, that is to say:

FIRST. Until any default in payment of any matter of indebtedness hereby secured as herein provided for, or until breach of any of the covenants herein contained, to permit the said party of the first part to possess and enjoy said described premises, and to receive the rents, issues and profits thereof; and on full payment of said note , and of any extensions or renewals thereof, and interest thereon, and all sums advanced or expended as herein provided, and all other proper costs, charges, expenses, commissions, and half commissions, at any time before the sale hereinafter provided for, to release and reconvey unto and at the cost of the said party of the first part, the said described premises

SECOND. Upon breach of any of the covenants herein contained, or upon any default being made in payment of said promissory note or of any instalment of principal or interest thereon, or on any renewal or extension thereof, or of any note or notes hereafter given for interest covering any extension, with interest thereon from maturity of the same, when and as the same shall become due and payable; or upon any default in payment, when due, of any tax or assessment, general or special, now or hereafter assessed against said land and premises, or any part thereof, while this Trust exists, or upon any default in keeping while this Trust exists, a fire and extended coverage insurance on the buildings on said land in an amount,

in the name, and to the satisfaction of the party hereto of the second part, who may select and designate the company or companies in which such insurance shall be placed, and who shall apply whatever may be received therefrom to the payment of the matters hereby secured, whether then due or not, unless the party entitled to receive the same shall waive the right to have the same so applied, or upon default in payment on demand, of any sum or sums advanced by the holder or holders of said note on account of any costs and expenses of this Trust, or on account of any such tax or assessment, or insurance, or expense of litigation, or on account of any lien, deed of trust, or mortgage, on said land and premises prior in lien to this trust, with interest thereon at six per centum from date of advance (it being hereby agreed that on default in payment of said costs, expenses, tax or assessment, or insurance, or expense of litigation, or such prior lien, deed of trust or mortgage as aforesaid, the same may be paid by the holder or holders of said note , and all sums advanced in so doing, with interest as aforesaid, shall forthwith attach as a lien hereunder and be demandable at any time); then upon any and every

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such default so made as aforesaid, the said party hereto of the second part, or substituted Trustee shall sell the aforesaid land and premises and improvements at public auction, at such time and place, upon such terms and conditions, and after such previous public notice, with such postponement of sale or resale, as to the said party hereto of the second part or substituted Trustee, shall seem best for the interest of all parties concerned; and (the terms of sale being complied with) shall convey in fee to and at the cost of the purchaser, the premises so sold, such purchaser being hereby discharged from all liability for the application of the purchase money; and shall apply the proceeds of sale (after paying all expenses of sale, all taxes and assessments, thereon due, all sums advanced as herein provided for, with interest as aforesaid, and a Trustee's commission of five per centum on the gross amount of sales), to the payment of the aforesaid indebtedness or so much thereof as may then remain unpaid whether then due or not, and the interest thereon to date of payment (it being agreed that the said note shall, upon such sale being made before the maturity of said note , or before the maturity of any renewal or extension thereof, be and become immediately due and payable, at the election of the holder thereof), paying over the surplus if any, to the said party of the first part upon the surrender and delivery 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 thereof,

AND the said party of the first part does hereby covenant that he will warrant specially the property hereby conveyed, and that he will execute such further assurances of said land as may be requisite, for vesting title in the said party hereto of the second part, for the uses and purposes, and upon the trusts hereinbefore declared: and will pay the aforesaid taxes and assessments and fire insurance premiums as the same become due and payable during the existence of this Trust, and while he is owner of said land and premises.

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AND it is further covenanted and agreed that if the said property shall be advertised for sale, as hereinbefore provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half of the commission above provided, to be computed on the amount of the debt hereby secured.

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

In Testimony Whereof *the said* Monowall Homes, Inc. *has had its corporate seal hereto attached, and caused these presents to be signed with its corporate name by* Carroll C. Martin *its* President, *attested by* Robert Van Sickler *its* Secretary *and has appointed* Carroll C. Martin *to be its attorney, the same to acknowledge and deliver according to law, the day and year first hereinbefore written.*

MONOWALL HOMES, INC.

By: Carroll C. Martin
Carroll C. Martin - President

Attest: Robert Van Sickler
Robert Van Sickler - Secretary

I HEREBY CERTIFY THAT the foregoing and annexed Deed was executed, and delivered pursuant to and in strict conformity with the provisions of a resolution of the Stockholders and Board of Directors of Monowall Homes, Inc. *a corporation passed at a regular called meeting of said Stockholders and said Board of Directors, and that a quorum was present at said meetings.*

Robert Van Sickler
Secretary
Robert Van Sickler

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

~~District of Columbia, to wit:~~

I, David A. Chance, *a Notary Public in and for the* State and County *aforesaid*, DO HEREBY CERTIFY *that* Carroll C. Martin, *who is personally well known to me to be the person named as attorney in fact of* Monowall Homes, Inc. *the Corporation grantor in the foregoing and annexed Deed bearing date on the* 2nd *day of* June, 1961, *personally appeared before me in said* County *and by virtue of the authority thereby conferred upon him, acknowledged the same to be the act and deed of said Corporation.*

Given *under my hand and official seal this* 2nd *day of* June, 1961

David A. Chance
DAVID A. CHANCE *Notary Public.*

My commission expires:
5/6/62

Rec'd for record June 2, 1961 at 3:02 P.M.
Mailed to Realty Title Insurance Co, Inc.

11.00

b

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
IN EQUITY

THOMAS J. SWEENEY and
NATHANIEL J. TAUBE, Trustees,

Plaintiffs

vs.

MONOWALL HOMES, INC.

Defendant

BOOK 148 PAGE 284

Equity No. 15,505

STATEMENT OF DEED OF TRUST DEBT

STATE OF MARYLAND
COUNTY OF PRINCE GEORGE'S, to wit:

I, WILLIAM H. BERGMAN, as Agent for Colonial Mortgage Corporation of D.C., do depose and say:

1. That Colonial Mortgage Corporation of D.C. is the holder of that certain promissory note dated June 2, 1961, being Note Numbered 3 of 5, described in that certain deed of trust from Monowall Homes, Inc., a Maryland Corporation, to Thomas J. Sweeney and Nathaniel J. Taube, Trustees, recorded among the Land Records of Anne Arundel County, Maryland, in Book 1479 at Page 562.

2. That said Note Numbered 3 is the only remaining unpaid note described in said deed of trust and that the amount remaining due on account of said promissory note is the sum of Twelve Thousand Five Hundred Twenty-six and no/100 ($12,526.00) Dollars plus interest on that amount from March 20, 1963, at the rate of six (6%) per centum per annum until paid.

William H. Bergman

William H. Bergman

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 22nd day of March, 1963, personally appeared WILLIAM H. BERGMAN, and made oath in due form of law that the matters and facts stated in the aforegoing affidavit are true and correct to the best of his knowledge, information and belief.

Witness my hand and official seal.

Loretta L. Shackleford

Loretta L. Shackleford, Notary Public

My commission expires: May 6, 1963

FILED
1963 MAR 26 AM 9:06

LAW OFFICES, NYLEN, GILMORE & SIMPSON

8

BOOK 148 PAGE 285

The Travelers Indemnity Company

Hartford, Connecticut

BOOK 12 PAGE 20

(A STOCK COMPANY)

No. 15,505 Equity

Trustee Under Deed of Trust

Bond No. 1066468

KNOW ALL MEN BY THESE PRESENTS, That we Thomas J. Sweeney and Nathaniel J. Taube, Trustees

of 1305 University Boulevard, East Hyattsville, Maryland

and THE TRAVELERS INDEMNITY 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 Fourteen Thousand and no/100- Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of April, in the year of our Lord one thousand nine hundred and sixty-three

WHEREAS, BY DEED OF TRUST, dated the 2nd day of June, nineteen hundred and sixty-one, and left to be recorded among the land Records of Anne Arundel County, Maryland on the 2nd day of June, 19 61, in liber No. 1479, Folio 562 Monowall Homes, Inc. did grant, bargain and sell, assign and transfer unto Thomas J. Sweeney and Nathaniel J. Taube

Trustees, as therein named their (personal representatives) heirs, executors, administrators and assigns, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Thomas J. Sweeney and Nathaniel J. Taube, Trustees

shall faithfully perform the trust reposed in them by said Deed of Trust, or to be reposed in them by any decree of the Circuit Court for Anne Arundel County, Maryland 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.

WITNESS, the hand and seal of the said Thomas J. Sweeney and Nathaniel J. Taube, Trustees

and the signature of the said THE TRAVELERS INDEMNITY COMPANY by its Attorney-in-Fact, and its corporate seal hereunto affixed.

Signed, sealed and delivered in the presence of

Frances R. Atwood

Frances R. Atwood (as to both)

Thomas J. Sweeney (SEAL)

Nathaniel J. Taube (SEAL)

NJT

THE TRAVELERS INDEMNITY COMPANY

By R. G. Abell, *Attorney-in-Fact.*

FILED 1963 APR 18 AM 10:34

Bond approved this 18 day of April, 1963

Louis M. Phipps, Clerk

S-745 PRINTED IN U.S.A. 9-29-41

9

15,505

BOOK 148 PAGE 286

Trustee' Sale

Of Valuable Improved Real Estate

Located in Munson Heights Subdivision in Anne Arundel County, Maryland, situated on the West side of Maryland Route No. 170, South of Maryland Route No. 176, (improved by premises known as 111 Denson Drive.)

By virtue of the power and authority contained in a certain Deed of Trust from Monowall Homes, Inc., dated the 2nd day of June, 1961, and duly recorded in Liber 1479 at folio 562, one of 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 Trustees will offer for sale at public auction in front of the premises on

Tues., Apr. 23, 1963 at 10:00 o'clock A.M.

the property described in said Deed of Trust as follows.

Lot number FOURTEEN (14) in Block lettered "C", 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 at Plat 66.

The property is improved by a one story brick and masonry dwelling containing 5 rooms including 3 bedrooms, living room, kitchen and dining area, one bath gas hot air heat and airconditioning.

TERMS OF SALE

A deposit of $1,000.00 in cash or by certified check made payable to the undersigned Trustees, will be required at the time of sale. The balance in cash, with interest at six per centum 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.

THOMAS J. SWEENEY
NATHANIEL J. TAUBE
Trustees

Nylen, Gilmore & Simpson
By: Edward W. Nylen
Attorneys for Trustees and Noteholder
1305 University Boulevard East
Hyattsville, Maryland
Hemlock 9-1200

A-18

No. 10

OFFICE

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 Trustees Sale 111 Denson Drive (Lot 14)

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of April, 1963. The first insertion being made the 27th day of March, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 APR 22 PM 3:19

By H. Tilghman

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
IN EQUITY

THOMAS J. SWEENEY
NATHANIEL J. TAUBE,
Trustees
~~[illegible]~~
~~[illegible]~~
~~[illegible]~~

~~xx~~ Vs.
MONOWALL HOMES, INC.
~~[illegible]~~
~~[illegible]~~
~~[illegible]~~

(A Maryland Corporation)

Equity No. 15,505

TRUSTEES REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of the undersigned Trustees named in the Deed of Trust from Monowall Homes, Inc., dated June 2, 1961, and recorded in Liber 1479 at folio 562, among the Land Records of Anne Arundel County, Maryland, respectfully shows:

That after default had occurred under the terms and conditions of the said Deedof Trust; and after they had given bond with security for the said Deed of Trust, and having complied with all of the other duties as required by law and the said Deed of Trust, and having given notice of the time, place, terms and manner of sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, Maryland, as required, the said undersigned Trustee, Thomas J. Sweeney, the said Nathaniel J. Taube his co-Trustee, having been without the jurisdiction of the State of Maryland on the date of sale, did pursuant to said notice, attend the place of sale, to wit: in front of the premises, 111 Denson Drive, on April 23, 1963, at 10:00 A.M., and then and there proceeded to offer for sale at public auction Lot numbered FOURTEEN (14) in Block lettered "C" in a subdivision known as "Munson Heights", as per plat thereof recorded among the Land Records of Anne Arundel

LAW OFFICES, NYLEN, GILMORE & SIMPSON

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1963 MAY -3 PM 12:03

County, Maryland, in Plat Book 31 at plat 66, one of the properties described in said Deed of Trust, and the property described in the advertisement, to which reference is hereby made for a particular description, and sold the same to Colonial Mortgage Corporation of D.C., a Maryland Corporation, at and for the sum of Thirteen Thousand One Hundred Dollars ($13,100.00).

The said Trustees further report that in addition to the advertisement in the Maryland Gazette, the sale was advertised in the Baltimore Sun, published in Baltimore, Maryland; and the Trustees further report and state that the said sale was in every respect fairly made and that the property brought a fair price.

THOMAS J. SWEENEY

NATHANIEL J. TAUBE

EDWARD W. NYLEN
Attorney for Trustees

WASHINGTON
DISTRICT OF COLUMBIA, to wit:

I HEREBY CERTIFY that on this 25th day of April, 1963, before me, a Notary Public in and for the District aforesaid, personally appeared THOMAS J. SWEENEY, one of the Trustees above named, and made oath in due form of law that the matters and facts set forth in the foregoing report are true to the best of his knowledge, information and belief, and further made oath that the said sale therein was fairly made.

WITNESS my hand and official seal.

Frances R. Atwood
Frances R. Atwood Notary Public, D.C.

My commission expires: November 30, 1964

LAW OFFICES, NYLEN, GILMORE & SIMPSON

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~~STATE OF NEW JERSEY~~
DISTRICT OF COLUMBIA
~~COUNTY OF~~ to-wit:

I HEREBY CERTIFY that on this 26th day of April, 1963, before me, a Notary Public in and for the ~~State and County~~ District of Columbia aforesaid, personally appeared the said NATHANIEL J. TAUBE, Trustee, above named, and made oath in due form of law that he was without the jurisdiction of the State of Maryland on April 23, 1963, and that based upon the facts set forth in the aforegoing report the sale was fairly made, and that the property brought a fair price in his opinion.

WITNESS my hand and notarial seal.

Frances R. Atwood
Frances R. Atwood Notary Public D. C.

My commission expires: November 30, 1964

NOTARY PUBLIC
LAW OFFICES, NYLEN, GILMORE & SIMPSON

PHONE NATIONAL 8-1281

BOOK 148 PAGE 290

WASHINGTON, D. C., April 23, 19 63

Sales for Account of Thomas J. Sweeney and Nathaniel J. Taube, Trustees

Nylen, Gilmore & Simpson-1305 Univ. Blvd. E., Hyattsville, Md.

By **ADAM A. WESCHLER & SON,**
INCORPORATED

GENERAL AUCTIONEERS

905-9 E STREET, N. W.

FOR THE SALE OF REAL ESTATE, BANKRUPTCY, TRUSTEE, COURT, ESTATE AND GOVERNMENT SALES. FURNITURE AT PRIVATE RESIDENCES
REGULAR SALE OF HOUSEHOLD GOODS AT OUR SALESROOMS EVERY TUESDAY AND FRIDAY

STORAGE

Trustee's Sale

Of Valuable Improved Real Estate

Located in Munson Heights Subdivision in Anne Arundel County, Maryland, situated on the West side of Maryland Route No. 170, South of Maryland Route No. 176, (improved by premises known as 111 Denson Drive.)

By virtue of the power and authority contained in a certain Deed of Trust from Monowall Homes, Inc., dated the 2nd day of June, 1961, and duly recorded in Liber 1479 at folio 562, one of 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 Trustees will offer for sale at public auction in front of the premises on

Tues., Apr. 23, 1963 at 10:00 o'clock A.M.

the property described in said Deed of Trust as follows.

Lot number FOURTEEN (14) in Block lettered "C", 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 at Plat 66.

The property is improved by a one story brick and masonry dwelling containing 5 rooms including 3 bedrooms, living room, kitchen and dining area, one bath gas hot air heat and airconditioning.

TERMS OF SALE

A deposit of $1.000.00 in cash or by certified check made payable to the undersigned Trustees, will be required at the time of sale. The balance in cash, with interest at six per centum 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.

THOMAS J. SWEENEY
NATHANIEL J. TAUBE
Trustees
Nylen, Gilmore & Simpson
By: Edward W. Nylen
Attorneys for Trustees and
Noteholder
1305 University Boulevard East
Hyattsville, Maryland
Hemlock 9-1200

A-18

Sold to Colonial Mortgage Corporation of D. C. for $13,100.00 it being the highest bidder thereof, through Edward W. Nylen, Attorney.

Sale subject to ratification by the Court.

Dr. to:

Fee	$	25	00

FILED

1963 MAY -3 PM 12:03

14

ORDER NISI

BOOK 148 PAGE 292

THOMAS J. SWEENEY
NATANIEL J. TAUBE, TRUSTEES

versus

MONOWALL HOMES, INC.
(A Maryland Corporation)

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,505 Equity

Ordered, this 3rd day of May, 1963, That the sale of the property in these proceedings mentioned made and reported by Thomas J. Sweeney and Nathaniel J. Taube, Trustees named in the Deed of Trust

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of June next.

The report states that the amount of sale was $ $13,100.00.

Clerk.

True Copy,

TEST: Clerk.

Edward W. Nylen, Atty.
(Final Order)

For the Maryland Gazette (May 9th Edition)

THOMAS J. SWEENEY
NATHANIEL J. TAUBE, TRUSTEES

versus

MONOWALL HOMES, INC.
(A Maryland Corporation)

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of June, 1963 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bowen Duckett
JUDGE.

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1963 JUN 11 PM 12:09

15

BOOK 148 PAGE 293

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
IN EQUITY

THOMAS J. SWEENEY and NATHANIEL J. TAUBE, Trustees, Plaintiffs	:	
vs.	:	Equity No. 15,505
MONOWALL HOMES, INC. Defendant	:	

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND
COUNTY OF PRINCE GEORGE'S, to-wit:

EDWARD W. NYLEN, Agent for Colonial Mortgage Corporation of D.C., Purchaser at the above captioned foreclosure sale, respectfully represents unto this Court as follows:

1. That on the 23rd day of April, 1963, at 10:00 a.m., he appeared in front of the premises at 111 Denson Drive, Munson Heights, Anne Arundel County, Maryland, and purchased the property referred to in the above captioned foreclosure sale for his principal, Colonial Mortgage Corporation of D.C.

2. That he acted for Colonial Mortgage Corporation of D.C., and for no other interested principal.

3. That he has not directly, or indirectly, discouraged anyone from bidding for the said property.

That this affidavit is made in accordance with Rule BR 6(3) of the Maryland Rules of Procedure.

Edward W. Nylen

Subscribed and sworn to before me this 13th day of May, 1963.

Loretta L. Shackleford
Notary Public

My commission expires: May 3, 1965

FILED

1963 MAY 16 AM 11:01

LAW OFFICES, NYLEN, GILMORE & SIMPSON

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,505 Equity
THOMAS J. SWEENEY
NATHANIEL J. TAUBE, Trustees
versus
MONOWALL HOME, INC.
(A Maryland Corporation)

Ordered, this 3rd day of May, 1963, That the sale of the property made and reported by Thomas J. Sweeney and Nathaniel J. Taube, Trustees named in the Deed of Trust BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel Coounty, once in each of three successive weeks before the 10th day of June next.

The report states that the amount of sale was $13,100.00.

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

M-30

OFFICE OF

Maryland Gazette

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

BOOK 148 PAGE 294

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1963

We hereby certify, that the annexed
Order Nisi Sale
Eq. 15,505
Monowall Homes, Inc.
$13,100.00
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 10th day of June, 1963. The first insertion being made the 9th day of May, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1963 MAY 31 PM 12:23

No. M.G. 29753

17

In the Case of

THOMAS J. SWEENEY & NATHANIEL J. TAUBE,
TRUSTEES

vs.

MONOWALL HOMES, INC.
(A Maryland Corporation)

In the

Circuit Court

For

Anne Arundel County

No. 15,505 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 SEP -5 PM 2:04

All of which is respectfully submitted.

Auditor.

September 5, 1963

FINAL ORDER

ORDERED BY THE COURT, this 23rd day of September, 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. Tollevik, deputy

FILED
1963 SEP 23 AM 10:46

18

Dr. Mortgaged Real Estate of Monowall Homes, Inc.

In Acct. with Thomas J. Sweeney & Nathaniel J. Taube, Trustees

Cr.

By	Amount of Sale, as per Trustees' Report of Sale filed			13,100	00		
By	Interest, 6%, on deferred payment, $12,100.00 from 4/23/63 to 8/15/63			225	12		
						13,325	12
To	Trustees, for fee as per terms of Deed of Trust, viz	655	00				
				655	00		
To	Trustees, for Court costs, viz						
	Plaintiff's Solicitor, appearance fee	10	00				
	Clerk, Court costs	28	00				
	Auditor, this account	22	50				
				60	50		
To	Trustees, for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi Sale	93	76				
	Sunpapers, Advertising, Sale	10	00				
	Travelers Indemnity Co.---Bond	56	00				
	Adam A. Weschler & Son---Auctioneer's fee	25	00				
	Adjustment, 1963 taxes from 1/1/63 to 4/23/63	65	60				
				250	36		
To	Colonial Mortgage Corporation of D.C., Mortgagee, on account of Mortgage claim			12,359	26		
						13,325	12
	Balance due on Mortgage, as per claim filed	12,526	00				
	Interest, 6%, thereon, from 3/20/63 to 9/20/63	375	78				
		12,901	78				
	~~Balance due~~ Credit amount allowed above	12,359	26				
	This amount subject to decree in personam	542	52				

BOOK 148 PAGE 297

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
IN EQUITY

THOMAS J. SWEENEY NATHANIEL J. TAUBE, Trustees, 1305 University Boulevard East Hyattsville, Maryland Plaintiffs	:	
vs.	:	Equity No. 15,506
MONOWALL HOMES, INC. (A Maryland Corporation) 47 Central Savings Banks Building Baltimore 2, Maryland Defendant	:	

Mr. George T. Cromwell, Clerk:

Please docket the above entitled suit and file therein the original of the deed of trust from the defendant to the plaintiffs and the statement of the amount of the debt secured thereby remaining due and payable, made under oath, handed you herewith. We will appreciate your advising us of the Equity Case Number when docketed.

NYLEN, GILMORE & SIMPSON

By Edward W. Nylen
Edward W. Nylen
Attorneys for the Trustees
1305 University Boulevard East
Hyattsville, Maryland
(Hemlock 9-1200)

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LAW OFFICES, NYLEN, GILMORE & SIMPSON

BOOK 148 PAGE 298

No. 15,506 Equity

BOOK 1524 PAGE 548

This Deed of Trust Made this Seventeenth day of November, in the year Nineteen hundred and sixty-one by and between MONOWALL HOMES, INC., a corporation, acting herein pursuant to a resolution of its Stockholders and Board of Directors, party of the first part, and Thomas J. Sweeney and Nathaniel J. Taube, as Trustees, parties of the second part.

WHEREAS, the said party of the first part stands justly indebted unto Colonial Mortgage Corporation in the full principal sum of TWO HUNDRED FORTY THOUSAND and NO/100ths ($240,000.00) Dollars being money loaned on the hereinafter described property, for which amount the said party of the first part has executed and delivered its twenty (20) certain promissory notes bearing even date with these presents, being numbered 1 of 20 to 20 of 20, inclusive, and each of said notes being in the full principal sum of Twelve Thousand and no/100ths ($12,000.00) Dollars, and each of said notes being due and payable in full nine (9) months after date, with interest thereon at the rate of six per centum (6%) per annum until paid, payable monthly as advances are made under this deed of trust. Each instalment of interest to bear interest after maturity if not then paid at the rate aforesaid.

It is understood and agreed that the terms and conditions of the construction loan Agreement dated the 14th day of November, 19, and the Commitment Letter from Colonial Mortgage Corporation to Monowall Homes, Inc., dated May 25, 1961, are by reference made a part hereof and any breach of said terms and conditions contained therein shall operate as a default under the terms of this trust.

578.00

And Whereas, the party hereto of the first part desires to secure the full and punctual payment of said debt and interest thereon, and the full performance of the covenants herein contained, as well as any and all renewals or extensions of said promissory notes, or of any part thereof, with interest on such renewals or extensions, at such rate of interest as may be agreed upon, and any notes given for interest covering any extension, with interest thereon from maturity of the same (which renewals or extensions of the debt or any part thereof hereby secured, or any change in its terms or rate of interest payable on same, shall not impair in

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any manner the validity of, or priority of this Trust); and also to secure the reimbursement to the holder or holders of said note S and to the party hereto of the second part, or substituted Trustee, and any purchaser or purchasers, grantee or grantees under any sale or sales under the provisions of this Trust, for all money which may be advanced as herein provided for, and for any and all costs and expenses (including reasonable counsel fees) incurred or paid on account of any litigation at law or in equity, which may arise in respect to this Trust, or to the indebtedness or to the property herein mentioned, or in obtaining possession of the premises after any sale which may be made as hereinafter provided for.

Now, Therefore, This Deed of Trust Witnesseth, that the party hereto of the first part, in consideration of the premises, and of One Dollar in lawful money does grant and convey unto the party hereto of the second part, in fee simple, the following-described land and premises; with the improvements, easements, rights, ways and appurtenances thereunto belonging, situate and lying in the State of Maryland, County of Anne Arundel, known and distinguished as: Lots numbered Thirteen (13), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28) and Twenty-nine (29) in Block lettered "B"; Lots numbered Two (2), Three (3), Four (4), Five (5), Six (6), and Seven (7) in Block lettered "D"; Lot numbered Seventeen (17) in Block lettered "C", all 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 at Plat 66.

It is hereby understood and agreed and expressly made a part of these presents, that the herein described notes shall be separately and exclusively secured on the herein described property in manner as follows:

Note 1 of 20 being secured on Lot 13, Block B, Munson Heights
Note 2 of 20 being secured on Lot 18, Block B, Munson Heights
Note 3 of 20 being secured on Lot 19, Block B, Munson Heights
Note 4 of 20 being secured on Lot 20, Block B, Munson Heights
Note 5 of 20 being secured on Lot 21, Block B, Munson Heights
Note 6 of 20 being secured on Lot 22, Block B, Munson Heights
Note 7 of 20 being secured on Lot 23, Block B, Munson Heights
Note 8 of 20 being secured on Lot 24, Block B, Munson Heights
Note 9 of 20 being secured on Lot 25, Block B, Munson Heights
Note 10 of 20 being secured on Lot 26, Block B, Munson Heights
Note 11 of 20 being secured on Lot 27, Block B, Munson Heights
Note 12 of 20 being secured on Lot 28, Block B, Munson Heights
Note 13 of 20 being secured on Lot 29, Block B, Munson Heights
Note 14 of 20 being secured on Lot 2, Block D, Munson Heights
Note 15 of 20 being secured on Lot 3, Block D, Munson Heights
Note 16 of 20 being secured on Lot 4, Block D, Munson Heights
Note 17 of 20 being secured on Lot 5, Block D, Munson Heights
Note 18 of 20 being secured on Lot 6, Block D, Munson Heights
Note 19 of 20 being secured on Lot 7, Block D, Munson Heights
Note 20 of 20 being secured on Lot 17, Block C, Munson Heights

Any one or more of the lots herein described may be released from the effect and operation of the lien of this deed of trust upon the payment of the note, plus interest to date of payment, secured on the lot or lots so desired to be released.

Said notes being payable at the office of Colonial Mortgage Corporation at 4740 Bradley Boulevard, Chevy Chase, Maryland.

In and Upon the Uses and Trusts Following, that is to say:

FIRST. Until any default in payment of any matter of indebtedness hereby secured as herein provided for, or until breach of any of the covenants herein contained, to permit the said party of the first part to possess and enjoy said described premises, and to receive the rents, issues and profits thereof; and on full payment of said notes, and of any extensions or renewals thereof, and interest thereon, and all sums advanced or expended as herein provided, and all other proper costs, charges, expenses, commissions, and half commissions, at any time before the sale hereinafter provided for, to release and reconvey unto and at the cost of the said party of the first part, the said described premises

SECOND. Upon breach of any of the covenants herein contained, or upon any default being made in payment of said promissory notes or of any instalment of principal or interest thereon, or on any renewal or extension thereof, or of any note or notes hereafter given for interest covering any extension, with interest thereon from maturity of the same, when and as the same shall become due and payable; or upon any default in payment, when due, of any tax or assessment, general or special, now or hereafter assessed against said land and premises, or any part thereof, while this Trust exists, or upon any default in keeping while this Trust exists, a fire and extended coverage insurance on the buildings on said land in an amount,

in the name, and to the satisfaction of the party hereto of the second part, who may select and designate the company or companies in which such insurance shall be placed, and who shall apply whatever may be received therefrom to the payment of the matters hereby secured, whether then due or not, unless the party entitled to receive the same shall waive the right to have the same so applied, or upon default in payment on demand, of any sum or sums advanced by the holder or holders of said notes on account of any costs and expenses of this Trust, or on account of any such tax or assessment, or insurance, or expense of litigation, or on account of any lien, deed of trust, or mortgage, on said land and premises prior in lien to this trust, with interest thereon at six per centum from date of advance (it being hereby agreed that on default in payment of said costs, expenses, tax or assessment, or insurance, or expense of litigation, or such prior lien, deed of trust or mortgage as aforesaid, the same may be paid by the holder or holders of said notes, and all sums advanced in so doing, with interest as aforesaid, shall forthwith attach as a lien hereunder and be demandable at any time); then upon any and every

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such default so made as aforesaid, the said party hereto of the second part, or substituted Trustee shall sell the aforesaid land and premises and improvements at public auction, at such time and place, upon such terms and conditions, and after such previous public notice, with such postponement of sale or resale, as to the said party hereto of the second part or substituted Trustee, shall seem best for the interest of all parties concerned; and (the terms of sale being complied with) shall convey in fee to and at the cost of the purchaser, the premises so sold, such purchaser being hereby discharged from all liability for the application of the purchase money; and shall apply the proceeds of sale (after paying all expenses of sale, all taxes and assessments, thereon due, all sums advanced as herein provided for, with interest as aforesaid, and a Trustee's commission of five per centum on the gross amount of sales), to the payment of the aforesaid indebtedness or so much thereof as may then remain unpaid whether then due or not, and the interest thereon to date of payment (it being agreed that the said notes shall, upon such sale being made before the maturity of said notes, or before the maturity of any renewal or extension thereof, be and become immediately due and payable, at the election of the holder thereof), paying over the surplus if any, to the said party of the first part upon the surrender and delivery 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 thereof,

AND the said party of the first part does hereby covenant that he will warrant specially the property hereby conveyed, and that he will execute such further assurances of said land as may be requisite, for vesting title in the said party hereto of the second part, for the uses and purposes, and upon the trusts hereinbefore declared: and will pay the aforesaid taxes and assessments and fire insurance premiums as the same become due and payable during the existence of this Trust, and while he is owner of said land and premises.

AND it is further covenanted and agreed that if the said property shall be advertised for sale, as hereinbefore provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half of the commission above provided, to be computed on the amount of the debt hereby secured.

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

In Testimony Whereof *the said* Monowall Homes, Inc. *has had its corporate seal hereto attached, and caused these presents to be signed with its corporate name by* Carroll C. Martin *its* President, *attested by* Robert Van Sickler *its* Secretary *and has appointed* Carroll C. Martin *to be its attorney, the same to acknowledge and deliver according to law, the day and year first hereinbefore written.*

MONOWALL HOMES, INC.

By: ~~Attest~~ Carroll C. Martin
Carroll C. Martin - President

Attest: ~~By~~ Robert Van Sickler
Robert Van Sickler - Secretary

MONOWALL HOMES, INC. 1960 MARYLAND

I HEREBY CERTIFY THAT the foregoing and annexed Deed was executed, and delivered pursuant to and in strict conformity with the provisions of a resolution of the Stockholders and Board of Directors of Monowall Homes, Inc. *a corporation passed at a regular called meeting of said Stockholders, and said Board of Directors, and that a quorum was present at said meetings.*

Robert Van Sickler
Secretary
Robert Van Sickler

MONOWALL HOMES, INC. 1960 MARYLAND

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

~~District of Columbia, to wit:~~

I, DAVID A. CHANCE, *a Notary Public in and for the* ~~District of Columbia~~ State and County aforesaid, **DO HEREBY CERTIFY** *that* Carroll C. Martin, *who is personally well known to me to be the person named as attorney in fact of* Monowall Homes, Inc. *the Corporation grantor in the foregoing and annexed Deed bearing date on the* 17th *day of* November, *1961, personally appeared before me in said* ~~District~~ County *and by virtue of the authority thereby conferred upon him, acknowledged the same to be the act and deed of said Corporation.*

Given *under my hand and official seal this* 17th *day of* November, *1961*

David A. Chance
Notary Public.
Maryland

My commission expires: May 6, 1963

Rec'd for record Nov. 17, 1961 at 3:48 P.M.
Mailed to Colonial Mortgage Corp.

DAVID A. CHANCE
ATTORNEY AT LAW
6800 INDIAN HEAD HWY.
OXON HILL, MARYLAND
CHERRY 8-7000

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
IN EQUITY

THOMAS J. SWEENEY and NATHANIEL J. TAUBE, Trustees,	:	
Plaintiffs	:	
vs.	:	Equity No. 15,506
MONOWALL HOMES, INC.	:	
Defendant	:	

STATEMENT OF DEED OF TRUST DEBT

STATE OF MARYLAND
COUNTY OF PRINCE GEORGE'S, to-wit:

I, WILLIAM H. BERGMAN, as Agent for Colonial Mortgage Corporation of D.C., do depose and say:

1. That Colonial Mortgage Corporation of D.C. is the holder of those certain twenty notes, being Notes Number 1 of 20 through 20 of 20 inclusive, described in that certain Deed of Trust from Monowall Homes, Inc. a Maryland Corporation, to Thomas J. Sweeney and Nathaniel J. Taube, Trustees, recorded among the Land Records of Anne Arundel County, Maryland, in Book 1524 at Page 548.

2. That the total amount remaining due and payable on account of said notes is the sum of One Hundred Sixteen Thousand Eight Hundred Forty eight and 10/100 ($116,884.10) Dollars, plus interest on that amount at the rate of six (6%) per centum per annum from March 20, 1963 to the date of payment.

William H. Bergman

I, the undersigned, a Notary Public in and for the State and County

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aforesaid, do hereby certify that on this 22nd day of March, 1963, personally appeared WILLIAM H. BERGMAN, and made oath in due form of law that the matters and facts stated in the aforegoing affidavit are true and correct to the best of his knowledge, information and belief.

Witness my hand and official seal.

Loretta L. Shackleford

Loretta L. Shackleford, Notary Public

My commission expires: May 6, 1963

LAW OFFICES, NYLEN, GILMORE & SIMPSON

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BOOK 148 PAGE 305

The Travelers Indemnity Company

Hartford, Connecticut

BOOK 12 PAGE 21

(A STOCK COMPANY)

No. 15,506 Equity

Trustee Under Deed of Trust

Bond No. 1066469

KNOW ALL MEN BY THESE PRESENTS, That we Thomas J. Sweeney and Nathaniel J. Taube, Trustees

of 1305 University Boulevard, East Hyattsville, Maryland

and THE TRAVELERS INDEMNITY 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 One Hundred Twenty-Five Thousand and no/100- - - - - - - - - - - - - - - Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of April, in the year of our Lord one thousand nine hundred and sixty-three

WHEREAS, BY DEED OF TRUST, dated the 17th day of November, nineteen hundred and sixty-one, and left to be recorded among the land Records of Anne Arundel County, Maryland on the 17th day of November, 1961, in liber No. 1524, Folio 548

Monowall Homes, Inc. did grant, bargain and sell, assign and transfer unto Thomas J. Sweeney and Nathaniel J. Taube

Trustees, as therein named their (personal representatives) heirs, executors, administrators and assigns, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Thomas J. Sweeney and Nathaniel J. Taube, Trustees

shall faithfully perform the trust reposed in them by said Deed of Trust, or to be reposed in them by any decree of the Circuit Court for Anne Arundel County, Maryland 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.

WITNESS, the hand and seal of the said Thomas J. Sweeney and Nathaniel J. Taube, Trustees

and the signature of the said THE TRAVELERS INDEMNITY COMPANY by its Attorney-in-Fact, and its corporate seal hereunto affixed.

Signed, sealed and delivered in the presence of

Frances R. Atwood

Frances R. Atwood (as to both)

Thomas J. Sweeney (SEAL)

Nathaniel J. Taube (SEAL)

THE TRAVELERS INDEMNITY COMPANY

By R. C. Abell *Attorney-in-Fact*

Bond approved this 18 day of April, 1963

Louis N. Phipps, Clerk

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S-745 PRINTED IN U.S.A. 9-29-41

15,506

Trustee's Sale

Of Valuable Improved Real Estate

Located in the Munson Heights Subdivision in Anne Arundel County, Maryland, situated on the West side of Maryland Route No. 170 South of Maryland Route No. 176.

By virtue of the power and authority contained in a certain Deed of Trust from Monowall Homes, Inc., dated the 17th day of November, 1961, and duly recorded in Liber 1524 at folio 548, one of 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 notes secured thereby, the undersigned Trustees will sell at public auction on

Tues., Apr. 23, 1963 at 11:00 o'clock A.M.

in front of the premises known as 125 Otis Drive (being Lot 13 in Block B, in the subdivision known as Munson Heights, situated on the West side of Otis Drive North of the intersection of Otis Drive and Denson Drive),

All of those lots of land situated in the subdivision known as MUNSON HEIGHTS in Anne Arundel County, Maryland, as per plat thereof duly recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 31 and Plat 66, all of which property is described in said Deed of Trust and is more particularly described as follows:

Lot numbered Thirteen (13) in Block lettered "B" improved by a substantially completed 5 room masonry dwelling known as premises 125 Otis Drive.

Lot numbered Seventeen (17) in Block lettered "C" improved by a substantially completed 5 room masonry dwelling known as premises 118. Otis Drive.

Lot numbered Eighteen (18) in Block lettered "B" improved by premises known as 205 Otis Drive.

Lot numbered Nineteen (19) in Block lettered "B" improved by premises known as 207 Otis Drive.

Lot numbered Twenty (20) in Block lettered "B" improved by premises known as 209 Otis Drive.

Lot numbered Twenty one (21) in Block lettered "B" improved by premises known as 211 Otis Drive.

Lot numbered Twenty - two (22) in Block lettered "B" improved by premises known as 213 Otis Drive.

Lot numbered Twenty-three (23) in Block lettered "B" improved by premises known as 215 Otis Drive.

Lot numbered Twenty-four (24) in Block lettered "B" improved by premises Known as 21 7Otis Drive.

Lot numbered Twenty-five (25) in Block lettered "B" improved by premises known as 217 Otis Drive.

Lot numbered Twenty-six (26) in Block lettered "B" improved by premises known as 221 Otis Drive.

Lot numbered Twenty-seven (27) in Block lettered "B" improved by premises known as 223 Otis Drive.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 306

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 20, 1963

We hereby certify, that the annexed Trustee's Sale 125 Otis Drive (Lot No. 13)

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of April, 1963. The first insertion being made the 29th day of March, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

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By H. Tilghman

Lot numbered Twenty-eight (28) in Block lettered "B" improved by premises known as 225 Otis Drive.

Lot numbered Twenty-nine (29) in Block lettered "B" improved by premises known as 227 Otis Drive.

Lot numbered Two (2) in Block lettered "D" improved by premises known as 212 Otis Drive.

Lot numbered Three (3) in Block lettered "D" improved by premises known as 210 Otis Drive.

Lot numbered Four (4) in Block lettered "D" improved by premises known as 208 Otis Drive.

Lot numbered Five (5) in Block lettered "D" improved by premises known as 206 Otis Drive.

Lot numbered Six (6) in Block lettered "D" improved by premises known as 204 Otis Drive.

Lot numbered Seven (7) in Block lettered "D" improved by premises known as 202 Otis Drive.

Lots Eighteen (18) through Twenty-nine (29) in Block B, and Lots Two (2) through Seven (7) in Block D, are each improved by partially completed masonry dwellings in various stages of completion.

The property will be offered for sale in the following manner: Each of the above properties will be offered for sale individually and separate bids will be taken for each; and all of the properties will be offered for sale as an entirety and the same will be sold to the bidder or bidders offering the highest aggregate sum therefor.

TERMS OF SALE

In case the bids for the individual lots aggregate the highest sum, a deposit of $750.00 in cash or certified check made payable to the undersigned Trustees for each lot will be required at the time of sale, and in the event the bid as an entirety is the highest, a deposit of $10,000.00 in cash or certified check made payable to the undersigned Trustees will be required at the time of sale. The balance of the bid in either event, in cash, with interest at six (6 per cent) per centum per annum from the date of sale to the date of payment shall be payable within ten days after final ratification of the 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.

Any additional information desired by interested parties may be obtained from the Attorney for the Trustees and Noteholders, at 1305 University Boulevard East, Hyattsville, Maryland, or by calling Hemlock 9-1200.

THOMAS J. SWEENEY
NATHANIEL J. TAUBE
Nylen, Gilmore & Simpson
By: Edward W. Nylen
Attorneys for Trustees and Noteholders
1305 University Boulevard East
Hyattsville, Maryland
Hemlock 9-1200

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
IN EQUITY

THOMAS J. SWEENEY
NATHANIEL J. TAUBE, Trustees

VS.

~~In the Matter of the Deed of Trust from~~ MONOWALL HOMES, INC.
(A Maryland Corporation)
~~to~~

~~NATHANIEL J. TAUBE and THOMAS J. SWEENEY, Trustees.~~

Equity No. 15,506

TRUSTEES REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of the undersigned Trustees named in the Deed of Trust from Monowall Homes, Inc., dated November 17, 1961, and recorded in Liber 1524 at folio 548, among the Land Records of Anne Arundel County, Maryland, respectfully shows:

That after default had occurred under the terms and conditions of the said Deed of Trust; and after they had given bond with security for the said Deed of Trust, and having complied with all of the other duties as required by law and the said Deed of Trust, and having given notice of the time, place, terms and manner of sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, Maryland, as required, the said undersigned Trustee, Thomas J. Sweeney, the said Nathaniel J. Taube, his co-Trustee, having been without the jurisdiction of the State of Maryland on the date of sale, did pursuant to said notice, attend the place of sale, to-wit: in front of the premises known as 125 Otis Drive, on April 23, 1963, at 11:00 A.M., and then and there proceeded to offer for sale at public auction Lots numbered Thirteen (13), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25)

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LAW OFFICES, NYLEN, GILMORE & SIMPSON

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Twenty-six (26), Twenty-seven (27), Twenty-eight (28) and Twenty-nine (29) in Block lettered "B"; Lot numbered Seventeen (17) in Block lettered "C", and Lots numbered Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7) in Block lettered "D"; all in the subdivision known as "MUNSON HEIGHTS", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 31, at plat 66, all of which property is described in said Deed of Trust, and the property described in the advertisement, to which reference is hereby made for a particular description, and sold the same to Colonial Mortgage Corporation of D.C., a Maryland Corporation, at and for the sum of One Hundred Thousand Dollars ($100,000.00).

The said Trustees further report that in addition to the advertisement in the Maryland Gazette, the sale was advertised in the Baltimore Sun, published in Baltimore, Maryland; and the Trustees further report and state that the said sale was in every respect fairly made and that the property brought a fair price.

THOMAS J. SWEENEY

EDWARD W. NYLEN
Attorney for Trustees

NATHANIEL J. TAUBE

WASHINGTON
DISTRICT OF COLUMBIA, to wit:

I HEREBY CERTIFY that on this 25th day of April, 1963, before me, a Notary Public in and for the District aforesaid, personally appeared THOMAS J. SWEENEY, one of the Trustees above named, and made oath in due form of law that the matters and facts set forth in the foregoing report are true to the best of his knowledge, information and belief, and further made oath that the said sale therein was fairly made.

Witness my hand and official seal.

Frances R. Atwood
Frances R. Atwood Notary Public D.C.

My commission expires: Nov. 30, 1964

LAW OFFICES, NYLEN, GILMORE & SIMPSON

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~~STATE OF NEW JERSEY~~
DISTRICT OF COLUMBIA to-wit:
~~COUNTY OF~~

I HEREBY CERTIFY that on this 26th day of April, 1963, before me, a Notary Public in and for the District of Columbia aforesaid, personally appeared the said NATHANIEL J. TAUBE, Trustee, above named, and made oath in due form of law that he was without the jurisdiction of the State of Maryland on April 23, 1963, and that based upon the facts set forth in the aforegoing report the sale was fairly made, and that the property brought a fair price in his opinion.

WITNESS my hand and notarial seal.

Frances R. Atwood
Frances R. Atwood Notary Public D.C.

My commission expires: November 30, 1964

LAW OFFICES, NYLEN, GILMORE & SIMPSON

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BOOK 148 PAGE 311

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
IN EQUITY

THOMAS J. SWEENEY and NATHANIEL J. TAUBE, Trustees	:	
Plaintiffs	:	
vs.	:	Equity No. 15,506
MONOWALL HOMES, INC.	:	
Defendant	:	

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND
COUNTY OF PRINCE GEORGE'S, to-wit:

EDWARD W. NYLEN, Agent for Colonial Mortgage Corporation of D.C., Purchaser at the above captioned foreclosure sale, respectfully represents unto this Court as follows:

1. That on the 23rd day of April, 1963, at 11:00 a.m., he appeared in front of the premises at 125 Otis Drive, Munson Heights, Anne Arundel County, Maryland, and purchased the property referred to in the above captioned foreclosure sale for his principal, Colonial Mortgage Corporation of D.C.

2. That he acted for Colonial Mortgage Corporation of D.C., and for no other interested principal.

3. That he has not directly, or indirectly, discouraged anyone from bidding for the said property.

That this affidavit is made in accordance with Rule BR 6(3) of the Maryland Rules of Procedure.

Edward W. Nylen

Subscribed and sworn to before me this 13th day of May, 1963.

Loretta L. Shackleford
Notary Public

My commission expires: May 3, 1965.

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1963 MAY 16 AM 11:01

LAW OFFICES, NYLEN, GILMORE & SIMPSON

PHONE NATIONAL 8-1281

WASHINGTON, D. C., April 23, 19 63

BOOK 148 PAGE 312

Sales for Account of Thomas J. Sweeney and Nathaniel J. Taube, Trustees

Nylen, Gilmore & Simpson-1305 University Blvd. East, Hyattsville, Md.

By **ADAM A. WESCHLER & SON,**
INCORPORATED

GENERAL AUCTIONEERS

905-9 E STREET, N. W.

FOR THE SALE OF REAL ESTATE, BANKRUPTCY, TRUSTEE, COURT, ESTATE AND GOVERNMENT SALES. FURNITURE AT PRIVATE RESIDENCES
REGULAR SALE OF HOUSEHOLD GOODS AT OUR SALESROOMS EVERY TUESDAY AND FRIDAY

STORAGE

- 1 -

Trustee's Sale

Of Valuable Improved Real Estate

Located in the Munson Heights Subdivision in Anne Arundel County, Maryland, situated on the West side of Maryland Route No. 170 South of Maryland Route No. 176.

By virtue of the power and authority contained in a certain Deed of Trust from Monowall Homes, Inc., dated the 17th day of November, 1961, and duly recorded in Liber 1524 at folio 548, one of 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 notes secured thereby, the undersigned Trustees will sell at public auction on

Tues., Apr. 23, 1963 at 11:00 o'clock A.M.

in front of the premises known as 125 Otis Drive (being Lot 13 in Block B, in the subdivision known as Munson Heights, situated on the West side of Otis Drive North of the intersection of Otis Drive and Denson Drive),

All of those lots of land situated in the subdivision known as MUNSON HEIGHTS in Anne Arundel County, Maryland, as per plat thereof duly recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 31 and Plat 66, all of which property is described in said Deed of Trust and is more particularly described as follows:

Lot numbered Thirteen (13) in Block lettered "B" improved by a substantially completed 5 room masonry dwelling known as premises 125 Otis Drive.

Lot numbered Seventeen (17) in Block lettered "C" improved by a substantially completed 5 room masonry dwelling known as premises 118. Otis Drive.

Lot numbered Eighteen (18) in Block lettered "B" improved by premises known as 205 Otis Drive.

Lot numbered Nineteen (19) in Block lettered "B" improved by premises known as 207 Otis Drive.

Lot numbered Twenty (20) in Block lettered "B" improved by premises known as 209 Otis Drive.

Lot numbered Twenty one (21) in Block lettered "B" improved by premises known as 211 Otis Drive.

Lot numbered Twenty - two (22) in Block lettered "B" improved by premises known as 213 Otis Drive.

Lot numbered Twenty-three (23) in Block lettered "B" improved by premises known as 215 Otis Drive.

Lot numbered Twenty-four (24) in Block lettered "B" improved by premises Known as 21 7Otis Drive.

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Lot numbered Twenty-five (25) in Block lettered "B" improved by premises known as 217 Otis Drive.

Lot numbered Twenty-six (26) in Block lettered "B" improved by premises known as 221 Otis Drive.

Lot numbered Twenty-seven (27) in Block lettered "B" improved by premises known as 223 Otis Drive.

Lot numbered Twenty-eight (28) in Block lettered "B" improved by premises known as 225 Otis Drive.

Lot numbered Twenty-nine (29) in Block lettered "B" improved by premises known as 227 Otis Drive.

Lot numbered Two (2) in Block lettered "D" improved by premises known as 212 Otis Drive.

Lot numbered Three (3) in Block lettered "D" improved by premises known as 210 Otis Drive.

Lot numbered Four (4) in Block lettered "D" improved by premises known as 208 Otis Drive.

Lot numbered Five (5) in Block lettered "D" improved by premises known as 206 Otis Drive.

Lot numbered Six (6) in Block lettered "D" improved by premises known as 204 Otis Drive.

Lot numbered Seven (7) in Block lettered "D" improved by premises known as 202 Otis Drive.

Lots Eighteen (18) through Twenty-nine (29) in Block B, and Lots Two (2) through Seven (7) in Block D, are each improved by partially completed masonry dwellings in various stages of completion.

The property will be offered for sale in the following manner: Each of the above properties will be offered for sale individually and separate bids will be taken for each; and all of the properties will be offered for sale as an entirety and the same will be sold to the bidder or bidders offering the highest aggregate sum therefor.

TERMS OF SALE

In case the bids for the individual lots aggregate the highest sum, a deposit of $750.00 in cash or certified check made payable to the undersigned Trustees for each lot will be required at the time of sale, and in the event the bid as an entirety is the highest, a deposit of $10,000.00 in cash or certified check made payable to the undersigned Trustees will be required at the time of sale. The balance of the bid in either event, in cash, with interest at six (6 per cent) per centum per annum from the date of sale to the date of payment shall be payable within ten days after final ratification of the 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.

Any additional information desired by interested parties may be obtained from the Attorney for the Trustees and Noteholders, at 1305 University Boulevard East, Hyattsville, Maryland, or by calling Hemlock 9-1200.

THOMAS J. SWEENEY
NATHANIEL J. TAUBE
Nylen, Gilmore & Simpson
By: Edward W. Nylen
Attorneys for Trustees and Noteholders
1305 University Boulevard East
Hyattsville, Maryland
Hemlock 9-1200

Lot 13 in Block "B" improved by substantially completed masonry dwelling known as 125 Otis Drive.

* Highest offer $3,000.00 by William Reimsnider, Dorsey, A. A. County, Md. Offer held in abeyance pursuant to legal advertisement attached hereto.

- - - - -

Lot 17 in Block "C" improved by substantially completed masonry dwelling known as 118 Otis Drive.

* Highest offer $2,500.00 by William Reimsnider, Dorsey, A. A. County, Md. Offer held in abeyance pursuant to legal advertisement attached hereto.

- - - - -

Lot 18 in Block "B" improved by partially completed masonry dwelling known as 205 Otis Drive.

No offer received.

- - - - -

Lot 19 in Block "B" improved by partially completed masonry dwelling known as 207 Otis Drive.
No offer received.

- - - - -

Lot 20 in Block "B" improved by partially completed masonry dwelling known as 209 Otis Drive.
No offer received.

- - - - -

Lot 21 in Block "B" improved by partially completed masonry dwelling known as 211 Otis Drive.
No offer received.

- - - - -

Lot 22 in Block "B" improved by partially completed masonry dwelling known as 213 Otis Drive.
No offer received.

- - - - -

Lot 23 in Block "B" improved by partially completed masonry dwelling known as 215 Otis Drive.
No offer received.

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Lot 24 in Block "B" improved by partially completed masonry dwelling known as 217 Otis Drive.
No offer received.

- - - - -

Lot 25 in Block "B" improved by partially completed masonry dwelling known as 219 Otis Drive.
No offer received.

- - - - -

Lot 26 in Block "B" improved by partially completed masonry dwelling known as 221 Otis Drive.
No offer received.

- - - - -

Lot 28 in Block "B" improved by partially completed masonry dwelling known as 225 Otis Drive.
No offer received.

- - - - -

Lot 29 in Block "B" improved by partially completed masonry dwelling known as 227 Otis Drive.
No offer received.

- - - - -

Lot 2 in Block "D" improved by partially completed masonry dwelling known as 212 Otis Drive.
No offer received.

- - - - -

Lot 3 in Block "D" improved by partially completed masonry dwelling known as 210 Otis Drive.
No offer received.

- - - - -

Lot 4 in Block "D" improved by partially completed masonry dwelling known as 208 Otis Drive.
No offer received.

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By ADAM A. WESCHLER & SON,
INCORPORATED

GENERAL AUCTIONEERS

905-9 E STREET, N. W.

FOR THE SALE OF REAL ESTATE, BANKRUPTCY, TRUSTEE, COURT, ESTATE AND GOVERNMENT SALES. FURNITURE AT PRIVATE RESIDENCES
REGULAR SALE OF HOUSEHOLD GOODS AT OUR SALESROOMS EVERY TUESDAY AND FRIDAY

STORAGE

Lot 5 in Block "D" improved by partially completed masonry dwelling known as 206 Otis Drive.
No offer received.

- - - - -

Lot 6 in Block "D" improved by partially completed masonry dwelling known as 204 Otis Drive.
No offer received.

- - - - -

Lot 7 in Block "D" improved by partially completed masonry dwelling known as 202 Otis Drive.
No offer received.

- - - - -

All of the aforementioned eighteen (18) properties offered as an entirety. Highest offer $100,000.00 by Colonial Mortgage Corporation of D. C. it being the highest bidder thereof, through Edward W. Nylen, Atty.

Sale subject to ratification by the Court.

- - - - -

* Offers rejected by Trustees.

Dr. to:

Fee "Special"	$ 300 00

ORDER NISI

BOOK 148 PAGE 317

THOMAS J. SWEENEY
NATHANIEL J. TAUBE, Trustees

versus

MONOWALL HOMES, INC. (a Maryland Corporation)

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,506 Equity

Ordered, this 3rd day of May, 19 63 That the sale of the property in these proceedings mentioned made and reported by Thomas J. Sweeney and Nathaniel J. Taube, Trustees named in Deed of Trust

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of June next.

The report states that the amount of sale was $ $100,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Edward W. Nylen, Atty.
(Final Order)

For theMaryland Gazette (May 9th Edition)

THOMAS J. SWEENEY
NATHANIEL J. TAUBE, Trustees

versus

MONOWALL HOMES, INC. (A Maryland Corporation)

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of June, 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 Bowen Dunkelt
JUDGE.

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1963 JUN 11 PM 12:09

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,506 Equity

THOMAS J. SWEENEY
NATHANIEL J. TAUBE, Trustees

versus

MONOWALL HOMES, INC.
(A Maryland Corporation)

Ordered, this 3rd day of May, 1963, That the sale of the property in these proceedings mentioned made and reported by Thomas J. Sweeney and Nathaniel J. Taube, Trustees named in Deed of Trust BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of June next.

The report states that the amount of sale was $100,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

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1963 MAY 31 PM 12:23

No. M. G. 29754

20

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 318

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1963

We hereby certify, that the annexed Order Nisi Sale Eq. 15,506 Monowall Homes, Inc. "$100,000.00"

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 10th day of June, 1963. The first insertion being made the 9th day of May, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

THOMAS J. SWEENEY & NATHANIEL J. TAUBE,
TRUSTEES

vs.

MONOWALL HOMES, INC.
(A Maryland Corporation)

In the

Circuit Court

For

Anne Arundel County

No. 15,506 Equity

To the Honorable, the Judges of said Court:

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

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All of which is respectfully submitted.

Auditor.

September 4, 1963

FINAL ORDER

ORDERED BY THE COURT, this 23rd day of September, 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. Tolchick, deputy

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1963 SEP 23 AM 10:45

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Dr. Mortgaged Real Estate of Monowall Homes, Inc.

In Acct. with Thomas J. Sweeney & Nathaniel J. Taube, Trustees

						Cr.	
By	Amount of Sale, as per Trustees' Report						
	of Sale filed			100,000	00		
By	Interest, 6%, on deferred payment $90,000.00						
	from 4/23/62 to 7/23/63			1,350	00		
						101,350	00
To	Trustees, for fee, as per terms of Deed						
	of Trust, viz	5,000	00				
				5,000	00		
To	Trustees, for Court costs, viz						
	Plaintiff's Solicitor, appearance fee	10	00				
	Clerk, Court costs	28	00				
	Auditor, this account	22	50				
				60	50		
To	Trustees, for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi Sale	184	76				
	Sunpapers-----Advertising----Sale	10	00				
	Travelers Indemnity Co.-----Bond	500	00				
	Adam W. Weschler & Son---Auctioneer's fee	300	00				
	1962 taxes	110	44				
	Adjustment, 1963 taxes from 1/1/63 to						
	4/23/63	51	84				
				1,157	04		
To	Colonial Mortgage Corporation of D.C.,						
	Mortgagee, on account of Mortgage claim			95,132	46		
						101,350	00
	Balance due on Mortgage, as per claim						
	filed	116,884	10				
	Interest, 6%, thereon, from 3/20/63 to						
	9/10/63	3,506	52				
		120,390	62				
	Credit amount allowed above	95,132	46				
	This amount subject to decree in personam	25,258	16				

BOOK 148 PAGE 321

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
IN EQUITY

THOMAS J. SWEENEY NATHANIEL J. TAUBE, Trustees 1305 University Boulevard East Hyattsville, Maryland Plaintiffs	:	
vs.	:	Equity No. 15,507
MONOWALL HOMES, INC. (A Maryland Corporation) 47 Central Savings Banks Building Baltimore 2, Maryland Defendant	:	

Mr. George T. Cromwell, Clerk:

Please docket the above entitled suit and file therein the original of the deed of trust from the defendant to the plaintiffs and the statement of the amount of the debt secured thereby remaining due and payable, made under oath, handed you herewith. We will appreciate your advising us of the Equity Case Number when docketed.

NYLEN, GILMORE & SIMPSON

By _____
Edward W. Nylen
Attorneys for the Trustees
1305 University Boulevard East
Hyattsville, Maryland
(Hemlock 9-1200)

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LAW OFFICES, NYLEN, GILMORE & SIMPSON

BOOK 148 PAGE 322

No. 15,507. Equity

BOOK 1479 PAGE 556

This Deed of Trust Made this 2nd day of June, in the year Nineteen hundred and sixty-one by and between Monowall Homes, Inc., a corporation, acting herein pursuant to a resolution of its Stockholders and Board of Directors, party of the first part, and Thomas J. Sweeney and Nathaniel J. Taube, as Trustees, parties of the second part.

WHEREAS, the said party of the first part stands justly indebted unto Colonial Mortgage Corporation in the full principal sum of Sixty Thousand and no/100 ($60,000.00) Dollars being money loaned on the hereinafter described property, for which amount the said party of the first part has executed and delivered its five (5) certain promissory notes bearing even date with these presents, being numbered 1 of 5 to 5 of 5, inclusive, and each of saidnotes being in the full principal sum of Twelve Thousand and no/100 ($12,000.00) Dollars, and each of said notes being due and payable in full nine (9) months after date, with interest thereon at the rate of six per centum (6%) per annum until paid, payable monthly as advances are made under this deed of trust. Each instalment of interest to bear interest after maturity if not then paid at the rate aforesaid.

It is understood and agreed that the terms and conditions of the Construction Loan Agreement dated the 2nd day of June, 1961, and the Commitment Letter from Colonial Mortgage Corporation to Monowall Homes, Inc., dated May 25, 1961, are by reference made a part hereof and any breach of said terms and conditions contained therein shall operate as a default under the terms of this trust.

And Whereas, the party hereto of the first part desires to secure the full and punctual payment of said debt and interest thereon, and the full performance of the covenants herein contained, as well as any and all renewals or extensions of said promissory notes, or of any part thereof, with interest on such renewals or extensions, at such rate of interest as may be agreed upon, and any notes given for interest covering any extension, with interest thereon from maturity of the same (which renewals or extensions of the debt or any part thereof hereby secured, or any change in its terms or rate of interest payable on same, shall not impair in

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any manner the validity of, or priority of this Trust); and also to secure the reimbursement to the holder or holders of said note s and to the party hereto of the second part, or substituted Trustee, and any purchaser or purchasers, grantee or grantees under any sale or sales under the provisions of this Trust, for all money which may be advanced as herein provided for, and for any and all costs and expenses (including reasonable counsel fees) incurred or paid on account of any litigation at law or in equity, which may arise in respect to this Trust, or to the indebtedness or to the property herein mentioned, or in obtaining possession of the premises after any sale which may be made as hereinafter provided for.

Now, Therefore, This Deed of Trust Witnesseth, that the party hereto of the first part, in consideration of the premises, and of One Dollar in lawful money does grant and convey unto the party hereto of the second part, in fee simple, the following-described land and premises; with the improvements, easements, rights, ways and appurtenances thereunto belonging, situate and lying in the State of Maryland, County of Anne Arundel, known

and distinguished as: Lots numbered One (1), Nine (9), Ten (10), Eleven (11) and Twelve (12) in Block lettered "D"; all 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 at plat 66.

It is hereby understood and agreed and expressly made a part of these presents, that the herein described notes shall be separately and exclusively secured on the herein described property in manner as follows:

Note 1 of 5 being secured on Lot 1, Block D, Munson Heights
Note 2 of 5 being secured on Lot 9, Block D, Munson Heights
Note 3 of 5 being secured on Lot 10, Block D, Munson Heights
Note 4 of 5 being secured on Lot 11, Block D, Munson Heights
Note 5 of 5 being secured on Lot 12, Block D, Munson Heights

Any one or more of the lots herein described may be released from the effect and operation of the lien of this deed of trust upon the payment of the note, plus interest to date of payment, secured on the lot or lots so desired to be released.

Said notes being payable at the office of Colonial Mortgage Corporation at 4740 Bradley Boulevard, Chevy Chase, Maryland.

In and Upon the Uses and Trusts Following, that is to say:

FIRST. Until any default in payment of any matter of indebtedness hereby secured as herein provided for, or until breach of any of the covenants herein contained, to permit the said party of the first part to possess and enjoy said described premises, and to receive the rents, issues and profits thereof; and on full payment of said note , and of any extensions or renewals thereof, and interest thereon, and all sums advanced or expended as herein provided, and all other proper costs, charges, expenses, commissions, and half commissions, at any time before the sale hereinafter provided for, to release and reconvey unto and at the cost of the said party of the first part, the said described premises

SECOND. Upon breach of any of the covenants herein contained, or upon any default being made in payment of said promissory note or of any instalment of principal or interest thereon, or on any renewal or extension thereof, or of any note or notes hereafter given for interest covering any extension, with interest thereon from maturity of the same, when and as the same shall become due and payable; or upon any default in payment, when due, of any tax or assessment, general or special, now or hereafter assessed against said land and premises, or any part thereof, while this Trust exists, or upon any default in keeping while this Trust exists, a fire and extended coverage insurance on the buildings on said land in an amount,

in the name, and to the satisfaction of the party hereto of the second part, who may select and designate the company or companies in which such insurance shall be placed, and who shall apply whatever may be received therefrom to the payment of the matters hereby secured, whether then due or not, unless the party entitled to receive the same shall waive the right to have the same so applied, or upon default in payment on demand, of any sum or sums advanced by the holder or holders of said note on account of any costs and expenses of this Trust, or on account of any such tax or assessment, or insurance, or expense of litigation, or on account of any lien, deed of trust, or mortgage, on said land and premises prior in lien to this trust, with interest thereon at six per centum from date of advance (it being hereby agreed that on default in payment of said costs, expenses, tax or assessment, or insurance, or expense of litigation, or such prior lien, deed of trust or mortgage as aforesaid, the same may be paid by the holder or holders of said note , and all sums advanced in so doing, with interest as aforesaid, shall forthwith attach as a lien hereunder and be demandable at any time); then upon any and every

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such default so made as aforesaid, the said party hereto of the second part, or substituted Trustee shall sell the aforesaid land and premises and improvements at public auction, at such time and place, upon such terms and conditions, and after such previous public notice, with such postponement of sale or resale, as to the said party hereto of the second part or substituted Trustee, shall seem best for the interest of all parties concerned; and (the terms of sale being complied with) shall convey in fee to and at the cost of the purchaser, the premises so sold, such purchaser being hereby discharged from all liability for the application of the purchase money; and shall apply the proceeds of sale (after paying all expenses of sale, all taxes and assessments, thereon due, all sums advanced as herein provided for, with interest as aforesaid, and a Trustee's commission of five per centum on the gross amount of sales), to the payment of the aforesaid indebtedness or so much thereof as may then remain unpaid whether then due or not, and the interest thereon to date of payment (it being agreed that the said note shall, upon such sale being made before the maturity of said note , or before the maturity of any renewal or extension thereof, be and become immediately due and payable, at the election of the holder thereof), paying over the surplus if any, to the said party of the first part upon the surrender and delivery 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 thereof.

AND the said party of the first part does hereby covenant that he will warrant specially the property hereby conveyed, and that he will execute such further assurances of said land as may be requisite, for vesting title in the said party hereto of the second part, for the uses and purposes, and upon the trusts hereinbefore declared: and will pay the aforesaid taxes and assessments and fire insurance premiums as the same become due and payable during the existence of this Trust, and while he is owner of said land and premises.

AND it is further covenanted and agreed that if the said property shall be advertised for sale, as hereinbefore provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half of the commission above provided, to be computed on the amount of the debt hereby secured.

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

In Testimony Whereof *the said* Monowall Homes, Inc. *has had its corporate seal hereto attached, and caused these presents to be signed with its corporate name by* Carroll C. Martin *its* President, *attested by* Robert Van Sickler *its* Secretary *and has appointed* Carroll C. Martin *to be its attorney, the same to acknowledge and deliver according to law, the day and year first hereinbefore written.*

Monowall Homes, Inc.

By: Carroll C. Martin
Carroll C. Martin - President

Attest: Robert Van Sickler
Robert Van Sickler - Secretary

I HEREBY CERTIFY THAT the foregoing and annexed Deed was executed, and delivered pursuant to and in strict conformity with the provisions of a resolution of the Stockholders and Board of Directors of Monowall Homes, Inc. *a corporation passed at a regular called meeting of said Stockholders, and said Board of Directors, and that a quorum was present at said meetings.*

Robert Van Sickler
Secretary
Robert Van Sickler

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

~~District of Columbia, to wit:~~

I, David A. Chance, *a Notary Public in and for the* ~~District~~ State and County aforesaid ~~Commonwealth~~ DO HEREBY CERTIFY *that* Carroll C. Martin, *who is personally well known to me to be the person named as attorney in fact of* Monowall Homes, Inc. *the Corporation grantor in the foregoing and annexed Deed bearing date on the* 2nd *day of* June, 1961, *personally appeared before me in said* ~~District~~ County *and by virtue of the authority thereby conferred upon him, acknowledged the same to be the act and deed of said Corporation.*

Given *under my hand and official seal this* 2nd *day of* June 1961.

David A. Chance
DAVID A. CHANCE *Notary Public.*

My commission expires:
5/6/63

Rec'd for record June 2, 1961 at 3:02 P.M.
Mailed to Realty Title Insurance Co, Inc.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
IN EQUITY

BOOK 148 PAGE 327

THOMAS J. SWEENEY and
NATHANIEL J. TAUBE, Trustees
Plaintiffs

vs.

MONOWALL HOMES, INC.
Defendant

Equity No. 15,507

STATEMENT OF DEED OF TRUST DEBT

STATE OF MARYLAND
COUNTY OF PRINCE GEORGE'S, to wit:

I, WILLIAM H. BERGMAN, as Agent for Colonial Mortgage Corporation of D.C., do depose and say:

1. That Colonial Mortgage Corporation of D.C. is the holder of that certain promissory note dated June 2, 1961, being Note Numbered 4 of 5, described in that certain deed of trust from Monowall Homes, Inc., a Maryland Corporation, to Thomas J. Sweeney and Nathaniel J. Taube, Trustees, recorded among the Land Records of Anne Arundel County, Maryland, in Book 1479 at Page 556.

2. That said Note Numbered 4 is the only remaining unpaid note described in said deed of trust and that the amount remaining due on account of said promissory note is the sum of Twelve Thousand Five Hundred Twenty-six and no/100 ($12,526.00) Dollars plus interest on that amount from March 20, 1963, at the rate of six (6%) per centum per annum until paid.

William H. Bergman

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 22nd day of March, 1963, personally appeared WILLIAM H. BERGMAN, and made oath in due form of law that the matters and facts stated in the aforegoing affidavit are true and correct to the best of his knowledge, information and belief.

Witness my hand and official seal.

Loretta L. Shackleford
Loretta L. Shackleford, Notary Public

My commission expires: May 16, 1963

1963 MAR 26 AM 9:07

LAW OFFICES, NYLEN, GILMORE & SIMPSON

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BOOK 148 PAGE 328

The Travelers Indemnity Company

Hartford, Connecticut

BOOK 12 PAGE 19

No. 15,507 Equity

(A STOCK COMPANY)

Bond No. 1066467

Trustee Under Deed of Trust

KNOW ALL MEN BY THESE PRESENTS, That we Thomas J. Sweeney and Nathaniel J. Taube, Trustees

of 1305 University Boulevard, East Hyattsville, Maryland

and THE TRAVELERS INDEMNITY 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 Fourteen Thousand and no/100- Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of April, in the year of our Lord one thousand nine hundred and sixty-three

WHEREAS, BY DEED OF TRUST, dated the 2nd day of June, nineteen hundred and sixty-one, and left to be recorded among the land Records of Anne Arundel County, Maryland on the 2nd day of June, 19 61, in liber No. 1479, Folio 556 Monowall Homes, Inc. did grant, bargain and sell, assign and transfer unto Thomas J. Sweeney and Nathaniel J. Taube

Trustees, as therein named their (personal representatives) heirs, executors, administrators and assigns, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Thomas J. Sweeney and Nathaniel J. Taube, Trustees

shall faithfully perform the trust reposed in them by said Deed of Trust, or to be reposed in them by any decree of the Circuit Court for Anne Arundel County, Maryland 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.

WITNESS, the hand and seal of the said Thomas J. Sweeney and Nathaniel J. Taube, Trustees

and the signature of the said THE TRAVELERS INDEMNITY COMPANY by its Attorney-in-Fact, and its corporate seal hereunto affixed.

Signed, sealed and delivered in the presence of

Frances R. Atwood

Frances R. Atwood (as to both)

Thomas J. Sweeney (SEAL)

Nathaniel J. Taube (SEAL)

(NJT)

THE TRAVELERS INDEMNITY COMPANY

By R. G. Abell, Attorney-in-Fact.

FILED

1963 APR 18 AM 10:34

Bond approved this 18 day of April, 1963

Louis R. Phipps, Clerk

S-745 PRINTED IN U.S.A. 9-29-41

9

Trustee's Sale

Of Valuable Improved Real Estate

Located in Munson Heights Subdivision in Anne Arundel County, Maryland, situated on the West side of Maryland Route No. 170, South of Maryland Route No. 176, improved by premises known as 118 Denson Drive.

By virtue of the power and authority contained in a certain Deed of Trust from Monowali Homes, Inc., dated the 2nd day of June, 1961, and duly recorded in Liber 1479 at folio 556, one of 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 Trustees will offer for sale at public auction in front of the premises on

Tues., Apr. 23, 1963 at 10:30 o'clock A.M.

the property described in said Deed of Trust as follows:

Lot numbered ELEVEN (11) in Block lettered "D", 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 at plat 66.

The property is improved by a one story brick and masonry dwelling containing 5 rooms including 3 bedrooms, living room, kitchen and dining area, one bath, gas hot air heat and air-conditioning.

TERMS OF SALE

A deposit of $1,000.00 in cash or by certified check made payable to the undersigned Trustees, will be required at the time of sale. The balance in cash, with interest at six per centum 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.

THOMAS J. SWEENEY
NATHANIEL J. TAUBE
Trustees

Nylen, Gilmore & Simpson
BY: Edward W. Nylen
Attorneys for Trustees and Noteholder
1305 University Boulevard East
Hyattsville, Maryland
Hemlock 9-1200

A-18

No.

15,507

BOOK 148 PAGE 329

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 20, 1963

We hereby certify, that the annexed

Trustee's Sale
118 Denson Drive
(Lot No. 11)

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of April, 1963. The first insertion being made the 21st day of March, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 APR 22 PM 3:19

BY H. Gilghrman

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

THOMAS J. SWEENEY
NATHANIEL J. TAUBE, TRUSTEES
VS.
~~In the Matter of the Deed of Trust from~~ MONOWALL HOMES, INC.
(A MARYLAND CORPORATION)
~~to~~

~~NATHANIEL J. TAUBE, THOMAS J. SWEENEY, Trustees~~

IN EQUITY

Equity No. 15,507

TRUSTEES REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of the undersigned Trustees named in the Deed of Trust from Monowall Homes, Inc., dated June 2, 1961, and recorded in Liber 1479 at folio 556, among the Land Records of Anne Arundel County, Maryland, respectfully shows:

That after default had occurred under the terms and conditions of the said Deed of Trust; and after they had given bond with security for the said Deed of Trust, and having complied with all of the other duties as required by law and the said Deed of Trust, and having given notice of the time, place, terms and manner of sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, Maryland, as required, the said undersigned Trustee, Thomas J. Sweeney, the said Nathaniel J. Taube, his co-Trustee, having been without the jurisdiction of the State of Maryland on the date of sale, did pursuant to said notice, attend the place of sale, to-wit: in front of the premises, 118 Denson Drive, on April 23, 1963, at 10:30 A.M., and then and there proceeded to offer for sale at public auction Lot numbered ELEVEN (11) in Block lettered "D", in a subdivision known as "Munson Heights", as per plat thereof recorded among the Land Records of

FILED

1963 MAY -3 PM 12:09

LAW OFFICES, NYLEN, GILMORE & SIMPSON

Anne Arundel County, Maryland, in Plat Book 31, at plat 66, one of the properties described in said Deed of Trust, and the property described in the advertisement, to which reference is hereby made for a particular description, and sold the same to Colonial Mortgage Corporation of D.C., a Maryland Corporation, at and for the sum of Twelve Thousand Five Hundred Dollars ($12,500.00).

The said Trustees further report that in addition to the advertisement in the Maryland Gazette, the sale was advertised in the Baltimore Sun, published in Baltimore, Maryland; and the Trustees further report and state that the said sale was in every respect fairly made and that the property brought a fair price.

THOMAS J. SWEENEY

NATHANIEL J. TAUBE

EDWARD W. NYLEN
Attorney for Trustees

WASHINGTON
DISTRICT OF COLUMBIA, to-wit:

I HEREBY CERTIFY that on this 25th day of April, 1963, before me, a Notary Public in and for the District aforesaid, personally appeared THOMAS J. SWEENEY, one of the Trustees above named, and made oath in due form of law that the matters and facts set forth in the foregoing report are true to the best of his knowledge, information and belief, and further made oath that the said sale therein was fairly made.

witness my hand and official seal.

Frances R. Atwood
Frances R. Atwood Notary Public D.C.

My commission expires: Nov. 30, 1964

LAW OFFICES, NYLEN, GILMORE & SIMPSON

~~STATE OF NEW JERSEY~~
DISTRICT OF COLUMBIA
~~COUNTY OF~~ to-wit:

I HEREBY CERTIFY that on this 26th day of April, 1963, before me, a Notary Public in and for the ~~State and County~~ District of Columbia aforesaid, personally appeared the said NATHANIEL J. TAUBE, Trustee, above named, and made oath in due form of law that he was without the jurisdiction of the State of Maryland on April 23, 1963, and that based upon the facts set forth in the aforegoing report the sale was fairly made, and that the property brought a fair price in his opinion.

WITNESS my hand and notarial seal.

Frances R. Atwood
Frances R. Atwood Notary Public D. C.

My commission expires: November 30, 1964

LAW OFFICES, NYLEN, GILMORE & SIMPSON

PHONE NATIONAL 8-1281

BOOK 148 PAGE 333

WASHINGTON, D. C., April 23, 19 63

Sales for Account of Thomas J. Sweeney and Nathaniel J. Taube, Trustees

Nylen, Gilmore & Simpson - 1305 Univ. Blvd. E., Hyattsville, Md.

By **ADAM A. WESCHLER & SON,**
INCORPORATED

GENERAL AUCTIONEERS

905-9 E STREET, N. W.

FOR THE SALE OF REAL ESTATE, BANKRUPTCY, TRUSTEE, COURT, ESTATE AND GOVERNMENT SALES. FURNITURE AT PRIVATE RESIDENCES
REGULAR SALE OF HOUSEHOLD GOODS AT OUR SALESROOMS EVERY TUESDAY AND FRIDAY

STORAGE

Trustee's Sale

Of Valuable Improved Real Estate

Located in Munson Heights Subdivision in Anne Arundel County, Maryland, situated on the West side of Maryland Route No. 170, South of Maryland Route No. 176, improved by premises known as 118 Denson Drive.

By virtue of the power and authority contained in a certain Deed of Trust from Monowali Homes, Inc., dated the 2nd day of June, 1961, and duly recorded in Liber 1479 at folio 556, one of 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 Trustees will offer for sale at public auction in front of the premises on

Tues., Apr. 23, 1963 at 10:30 o'clock A.M.

the property described in said Deed of Trust as follows:

Lot numbered ELEVEN (11) in Block lettered "D", 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 at plat 66.

The property is improved by a one story brick and masonry dwelling containing 5 rooms including 3 bedrooms, living room, kitchen and dining area, one bath, gas hot air heat and air-conditioning.

TERMS OF SALE

A deposit of $1,000.00 in cash or by certified check made payable to the undersigned Trustees, will be required at the time of sale. The balance in cash, with interest at six per centum 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.

THOMAS J. SWEENEY
NATHANIEL J. TAUBE
Trustees
Nylen, Gilmore & Simpson
BY: Edward W. Nylen
Attorneys for Trustees and
Noteholder
1305 University Boulevard East
Hyattsville, Maryland
Hemlock 9-1200

A-18

Sold to Colonial Mortgage Corporation of D. C. for $12,500.00 it being the highest bidder thereof, through Edward W. Nylen, Attorney.

Sale subject to ratification by the Court.

Dr. to:

Fee	$ 25	00

FILED

1963 MAY -3 PM 12:09

ORDER NISI

BOOK 148 PAGE 335

THOMAS J. SWEENEY
NATHANIEL J. TAUBE, TRUSTEES

versus

MONOWALL HOMES, INC. (A Maryland Corporation)

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,507 Equity

Ordered, this 3rd day of May, 1963, That the sale of the property in these proceedings mentioned made and reported by Thomas J. Sweeney and Nathaniel J. Taube, Trustees named in the Deed of Trust

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of June next.

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

Louis N Phipps Clerk.

True Copy,

Edward W. Nylen, Atty.
(Final Order)

TEST: Clerk.
For the Maryland Gazette (May 9th Edition)

THOMAS J. SWEENEY
NATHANIEL J. TAUBE, TRUSTEES

versus

MONOWALL HOMES, INC. (A Maryland Corporation)

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of June, 1963 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowen Duckett
JUDGE.

FILED

1963 JUN 11 PM 12:09

15

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
IN EQUITY

THOMAS J. SWEENEY and NATHANIEL J. TAUBE, Trustees, Plaintiffs	:	
vs.	:	Equity No. 15,507
MONOWALL HOMES, INC. Defendant	:	

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND
COUNTY OF PRINCE GEORGE'S, to-wit:

EDWARD W. NYLEN, Agent for Colonial Mortgage Corporation of D.C., Purchaser at the above captioned foreclosure sale, respectfully represents unto this Court as follows:

1. That on the 23rd day of April, 1963, at 10:30 a.m., he appeared in front of the premises, 118 Denson Drive, Munson Heights, Anne Arundel, County, Maryland, and purchased the property referred to in the above captioned foreclosure sale for his principal, Colonial Mortgage Corporation of D.C.

2. That he acted for Colonial Mortgage Corporation of D.C., and for no other interested principal.

3. That he has not directly, or indirectly, discouraged anyone from bidding for the said property.

That this affidavit is made in accordance with Rule BR 6(3) of the Maryland Rules of Procedure.

Edward W. Nylen

Subscribed and sworn to before me this 13th day of May, 1963.

Loretta L. Shacklyford
Notary Public

My commission expires: May 3, 1965

FILED
1963 MAY 16 AM 11:01

LAW OFFICES, NYLEN, GILMORE & SIMPSON

16

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,507 Equity
THOMAS J. SWEENEY
NATHANIEL J. TAUBE, Trustees
versus
MONOWALL HOMES, INC.
(A Maryland Corporation)

Ordered, this 3rd day of May, 1963, That the sale of the property in these proceedings mentioned made and reported by Thomas J. Sweeney and Nathaniel J. Taube, Trustees named in the Deed of Trust BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of June next.

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

LOUIS N. PHIPPS Clerk

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

M-30

FILED
1963 MAY 31 PM 12 22

17 No. M. C. 29755

OFFICE OF

Maryland Gazette

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

BOOK 148 PAGE 337

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1963

We hereby certify, that the annexed
Order Nisi - Sale
Eq 15,507
Monowall Homes, Inc.
"$12,500.00"

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 10th day of June, 1963. The first insertion being made the 9th day of May, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

THOMAS J. SWEENEY & NATHANIEL J. TAUBE,
TRUSTEES

VS.

MONOWALL HOMES, INC.
(A Maryland Corporation)

In the

Circuit Court

For

Anne Arundel County

No. 15,507 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 SEP -5 PM 2:02

All of which is respectfully submitted.

Auditor.

September 5, 1963

FINAL ORDER

ORDERED BY THE COURT, this 23rd day of September, 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. Tollevik, deputy

FILED
1963 SEP 23 AM 10:45

18

19

Dr. Mortgaged Real Estate of Monowall Homes, Inc.

BOOK 148 PAGE 339

In Acct. with Thomas J. Sweeney & Nathaniel J. Taube, Trustees

Cr.

By	Amount of Sale, as per Trustees' Report of Sale filed			12,500	00		
By	Interest, 6%, on deferred payment, $11,500.00 from 4/23/63 to 8/15/63			213	92		
						12,713	92
To	Trustees, for fee, as per terms of Deed of Trust filed, viz	625	00				
				625	00		
To	Trustees, for Court costs, viz						
	Plaintiff's Solicitor, appearance fee	10	00				
	Clerk, Court costs	28	00				
	Auditor, this account	22	50				
				60	50		
To	Trustees, for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi Sale	92	00				
	Sunpapers----Advertising----Sale	9	45				
	Travelers Indemnity Company---Bond	56	00				
	Adam A. Weschler & Son---Auctioneer's fee	25	00				
	Adjustment, 1963 taxes, from 1/1/63 to 4/23/63	65	60				
				248	05		
To	Colonial Mortgage Corporation, Mortgagee, on account of Mortgage claim filed			11,780	37		
						12,713	92
	Balance due on Mortgage, as per claim filed	12,526	00				
	Interest, 6%, thereon, from 3/20/63 to 9/10/63	375	78				
		12,901	78				
	Credit amount allowed above	11,780	37				
	This amount subject to decree in personam	1,121	41				

PETITION FOR FORECLOSURE

BOOK 148 PAGE 340

FIRST FEDERAL SAVINGS AND LOAN

ASSOCIATION OF BROOKLYN

VS.

JAMES E. FITZGERALD

IN THE

CIRCUIT COURT

FOR
~~OF~~
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
IN EQUITY

No. 15,619 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s:

That on the 18th day of May A. D. 1961 the defendant 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 $ 10,100.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That default has occurred in the performance of this mortgage and in payment of the debt now due the Plaintiff and secured by the aforesaid mortgage.

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

And as in duty, &c.

Harold M. Vick

Harold M. Vick
2 E.Lexington St.(PL 2-6897)
Balto. 2, Md.
Attorney for Plaintiff

FILED

1963 MAY 23 AM 9:53

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

BOOK 148 PAGE 341

No. 15,619 Equity

MORTGAGE

BOOK 1476 PAGE 555

THIS MORTGAGE, Made this 18th day of May, A. D. 1961, by and between

JAMES E. FITZGERALD

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

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

a corporation organized and existing under the laws of the ~~State of Maryland~~ 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 - - - - - - - - - - - - - - - - Dollars ($ 10,100.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five & three-quarter per centum (5 3/4 %) per annum on the unpaid principal until paid, principal and interest being payable at the office of First Federal Savings and Loan Association of Brooklyn, 205 Patapsco Avenue, Baltimore 25 - - - - - - - - - - - - - Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Fifty-eight and 98/100 - Dollars ($ 58.98), commencing on the first day of ~~May~~ June, 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 ~~June~~ May, 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:

BEGINNING for the same on the easterly side of Seward Avenue 55 feet wide at the line of division between lots 4 and 5, Block C, as shown on Plat hereinafter referred to, thence binding along the said easterly side of Seward Avenue, and along the southwesterly side of Service Drive C 30 feet wide, the following three courses and distances: North 02 degrees 57 minutes 30 seconds west 68.21 feet, thence by a curve to the right, having a radius of 20.00 feet and a length of arc of 50.86 feet, South 37 degrees 14 minutes 20 seconds east 84.60 feet to a point in line with the center of the partition wall of the house on the lot now being described and the house on the lot next adjoining to the south, thence South 80 degrees 34 minutes 00 seconds west to and through the center of said partition wall 84.30 feet to the beginning. Being part of property shown on Plat of Guilford Manor recorded among the Plat Records of Anne Arundel County in Plat Book 30 Page 62. The improvements thereon being known as No. 441 Seward Avenue (Lot 5, Block C).

BEING the same lot of ground and premises which by Deed 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 Guilford Manor, Inc., unto the within named Mortgagor.

SUBJECT to the restrictions contained in the Declaration dated October 21, 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1342, folio 438, between Guilford Manor, Inc., etal, and only one principal building will be built on said lot, and the rear five feet of said lot is hereby reserved as an easement for utilities.

"PETITIONER'S EXHIBIT NO. 1"

FILED

1963 MAY 23 AM 9:53

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

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 right and benefit of renewal of said term forever, subject to the payment of the yearly rent of One Hundred Eight (108.00) Dollars payable in half-yearly installments on the 15th 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 at any other time.

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

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

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

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

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

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

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

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

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

(IV) amortization of the principal of said debt.

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

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

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

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

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

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

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

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within sixty days from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the said 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 JOHN B. ROWE, 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 One and no/100 (101.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), 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 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: Barbara G. Yeager

James E. Fitzgerald [SEAL]
James E. Fitzgerald

[SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1476 PAGE 559

I HEREBY CERTIFY, That on this the 18th day of May, 1961, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared JAMES E. FITZGERALD, known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that executed the same for the purpose therein contained.

At the same time also personally appeared JOHN B. ROWE, 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.

100 Barbara G. Yeager
Barbara G. Yeager, Notary Public.

My commission expires: May 6, 1963

Rec'd for record May 22, 1961 at 10:29 A.M.
Mailed to Rowe, Rowe + Vick

This form may be used as the security instrument in connection with mortgages to be insured under Section 203, Section 222, Section 903, and in connection with "individual mortgages" to be insured under Section 213, Section 220 and Section 221 of the National Housing Act.

STATE OF MARYLAND

Loan No.

MORTGAGE

JAMES E. FITZGERALD
TO
First Fed. S/L Assoc. of Brooklyn

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

Cost of Records, $ 10.00

No.
Insured
under section
of the National Housing Act
and Regulations of the
Federal Housing Commissioner
thereunder
Date
amended
FEDERAL HOUSING COMMISSIONER
By
Authorized Agent.
Date

Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.

FILED FOR RECORD
AND RECORDS OF
ANNE ARUNDEL COUNTY
1961 MAY 22 AM 10: 29
& RECORDED IN LIBER GTC
NO. 1476 FOLIO 555
GEO. T. CROMWELL, CLERK

U.S. GOVERNMENT PRINTING OFFICE 16—55500-7

Rowe, Rowe & Vick, 2 E.
Lexington St. Balto. 2. Md.

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

BOOK 148 PAGE 345

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN *vs.* JAMES E. FITZGERALD	IN THE **CIRCUIT COURT** FOR ~~OF~~ ~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY - IN EQUITY No. 15,619 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, 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 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.

(5) That the defendant, James E. Fitzgerald, is deceased.

George G. Freyman
Affiant.

George G. Freyman, Vice-President,
First Federal Savings and Loan
Association of Brooklyn.

Subscribed and sworn to before me
this 22nd day of May, 1963.

Mary R. Hopkins
Mary R. Hopkins - *Notary Public*

FILED

1963 MAY 23 AM 9:53

6

STATEMENT OF MORTGAGE CLAIM

BOOK 148 PAGE 346

FIRST FEDERAL SAVINGS AND LOAN

ASSOCIATION OF BROOKLYN

vs.

JAMES E. FITZGERALD

DOCKET ..... FOLIO .....
CASE NO. 15,619 Equity
FILED .....

IN THE

CIRCUIT COURT ~~No. 2~~

FOR

~~XXX~~

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~ IN EQUITY

STATEMENT OF MORTGAGE DEBT

Property - 441 Seward Avenue (Lot 5, Block C)

Original Amount of Loan	$10,100.00
Less: Payments to Principal	250.85
	9,849.15 ✓
Plus: Interest to May 31, 1963	212.44
	10,061.59
Plus: Debit in Escrow Account	54.15
Balance Due	$10,115.74

9849.15
54.15
9904.30

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 22nd day of May, 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 MAY 23 AM 9:53

As witness my hand and Notarial Seal,

Mary R. Hopkins
- *Notary Public.*

BOOK 148 PAGE 347

DECREE FOR SALE OF MORTGAGE PREMISES

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN *vs.* JAMES E. FITZGERALD	IN THE **CIRCUIT COURT** FOR ~~XXXX~~ ANNE ARUNDEL COUNTY ~~BALTIMORE CITY~~ IN EQUITY No. 15,619 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 23rd day of May, in the year nineteen hundred and sixty-three, by the Circuit Court for Anne Arundel County ~~of Baltimore City~~, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that 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 Twelve Thousand ($12,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County ~~Baltimore City~~ 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 for~~ all cash ~~as the purchaser may elect, the credit payment to bear interest from the day of sale and be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee~~; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse,
Judge

FILED
1963 MAY 24 PM 12:04

15,619 Equity

NEW AMSTERDAM CASUALTY COMPANY

BOOK 148 PAGE 348

BOOK 12 PAGE 103

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

BOND NO. 0466-0160-1396-63

Know All Men By These Presents:

THAT WE, Harold M. 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 TWELVE THOUSAND AND NO/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 24th day of June in the year of our Lord one thousand nine hundred and sixty-three.

WHEREAS, the above bounden Harold M. 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 #441 Seward Avenue - Guilford Manor, Anne Arundel Co., Maryland
mentioned in the proceedings in the case of

First Federal Savings & Loan Association of Brooklyn

vs.

James E. Fitzgerald

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Harold M. Vick does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

.... (SEAL)
Harold M. Vick

.... (SEAL)

.... (SEAL)

NEW AMSTERDAM CASUALTY COMPANY

Witness:
~~ATTEST:~~

M. Greller

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

M. Greller

Bond approved this 26 day of June, 1963

Louis N. Phipps, Clerk

FILED
1963 JUN 26 PM 12:40

1-307-Md. Trustee—Receiver 300-9-57

9

ROWE, ROWE AND VICK
2 E. Lexingt[illegible]
Baltimore 2, Ma[illegible]and

Trustee's Sale

Of Valuable Leasehold Property

Known as 441 Seward Avenue, Guilford Manor, Anne Arundel County, Maryland

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, No. 15,619, the undersigned Trustee will sell at Public Auction, on the premises, on

Friday, June 28, 1963
at 3:00 o'clock P.M.

all that lot of ground and the improvements thereon, situate in Anne Arundel County, and described as follows:

BEGINNING for the same on the easterly side of Seward Avenue 55 feet wide at the line of division between lots 4 and 5, Block C, as shown on Plat hereinafter referred to, thence binding along the said easterly side of Seward Avenue, and along the southwesterly side of Service Drive C 30 feet wide, the following three courses and distances: North 02 degrees 57 minutes 30 seconds west 68.21 feet, thence by a curve to the right, having a radius of 20.00 feet and a length of arc of 50.86 feet, South 37 degrees 14 minutes 20 seconds east 84.60 feet to a point in line with the center of the partition wall of the house on the lot now being described and the house on the lot next adjoining to the south, thence South 80 degrees 34 minutes 00 seconds west to and through the center of said partition wall 84.30 feet to the beginning. Being part of property shown on Plat of Guilford Manor recorded among the Plat Records of Anne Arundel County in Plat Book 30 Page 62. The improvements thereon being known as No. 441 Seward Avenue (Lot 5, Block C).

SUBJECT to an annual ground rent of $108.00, and improved by a two-story brick dwelling (end of row) containing six rooms, one bath, with forced warm air, gas-fuel heat.

TERMS OF SALE: Cash deposit $750., at time and place of sale, balance upon ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest from day of sale to day of settlement. Taxes and all other 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

JU-27

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 349

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 28, 1963

We hereby certify, that the annexed Trustee's Sale Eq. 15,619 James E. Fitzgerald 441 Seward 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 28th day of June, 1963. The first insertion being made the 6th day of June, 1963

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1963 JUL -1 PM 12:31

By H. Tilghman

REPORT OF SALE

BOOK 148 PAGE 350

FIRST FEDERAL SAVINGS AND LOAN

ASSOCIATION OF BROOKLYN

vs.

JAMES E. FITZGERALD

IN THE

CIRCUIT COURT

FOR

~~OF~~

ANNE ARUNDEL COUNTY

IN EQUITY - No. 15619

To The Honorable Judge of the
Circuit Court 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 trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the

MARYLAND GAZETTE

a daily newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday, the 28th day of June, 19 63, at 3:00 o'clock P. M. attend on the premises and then and there sold unto First Federal Savings & Loan Association of Brooklyn, the property known as 441 Seward Avenue, Guilford Manor, Anne Arundel County, Maryland, the purchase price of said property being $10,000.00, 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 2nd day of July, 19 63 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.

FILED

1963 JUL -3 AM 11:28

As witness my hand and Notarial Seal,

Mary R. Hopkins

Mary R. Hopkins - *Notary Public.*

10

Lease Hold Property
#441 SEWARD AVE.
Guilford Manor. A.A. Co Md
a/c Harold M. Vick Trustee

June 28-1963

BOOK 148 PAGE 351

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

$10,000

I HEREBY CERTIFY, that on this 28th 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 for 1st Federal S & L Assn 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 441 SEWARD AVE GUILFORD MANOR A.A. CO. MD. mentioned in the said Report of Sale.

First Fed. Sec & Loan Assn of Brooklyn

Harold M. Vick, Trustee (SEAL) [signature]
Purchaser Notary Public

My Commission expires May 3 - 1965

FILED

1963 JUL -3 AM 11:28

#441 SEWARD AVE. BOOK 148 PAGE 352
Guilford Manor A.A. Co. Md
Sold For $10,000.00

June 28th 1963

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. Kick
Trustee

(Signed) D. W. Hobbs
6/28/63 Auctioneer

Sworn to and subscribed before me, a Notary Public for the City of Baltimore, State of Maryland, this 28th day of June, 1963.

Mary R. Hopkins
Notary Public

FILED

1963 JUL -3 AM 11:28

ORDER NISI

BOOK 148 PAGE 353

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

versus

JAMES E. FITZGERALD

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,619 Equity

Ordered, this 3rd day of July, 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 12th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of August next.

The report states that the amount of sale was $ 10,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Harold M. Vick, Atty.

Maryland Gazette (for July 11 edition)

(Final Order)

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

versus

JAMES E. FITZGERALD

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of August, 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.

Matthew P. Brown
JUDGE.

FILED

1963 AUG 13 PM 12:15

13

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,619 Equity

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

VERSUS

JAMES E. FITZGERALD

Ordered, this 3rd day of July, 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 12th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of August next.

The report states that the amount of sale was $10,000.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-1

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 354

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 3, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,619

James E. Fitzgerald

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 August, 1963. The first insertion being made the 11th day of July, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

1963 AUG -5 PM 3:42

By H. Tilghman

No. M. G. 5277

14

In the Case of

FIRST FEDERAL SAVINGS & LOAN ASSOC. OF BROOKLYN

vs.

JAMES E. FITZGERALD

In the

Circuit Court

For

Anne Arundel County

No. 15,619 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 SEP -5 PM 1:56

All of which is respectfully submitted.

Auditor.

September 5, 1963

FINAL ORDER

ORDERED BY THE COURT, this 23rd day of September, 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 SEP 23 AM 10:45

Dr. Mortgaged Real Estate of James E. Fitzgerald

In Acct. with Harold M. Vick, Trustee

						Cr.	
By	Amount of Sale, as per Trustee's Report						
	of Sale filed			10,000	00		
By	Interest, 6%, on deferred payment,						
	$9,250.00 from 6/28/63 to 8/29/63			92	50		
By	Adjustment, 1963 taxes, paid in advance			96	71		
						10,189	21
To	Trustee, for fee, viz	101	00				
To	Trustee, for commission, viz	330	00				
				431	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	95	52				
	Sunpapers---Advertising---Sale	9	80				
	New Amsterdam Casualty Co.---Bond	48	00				
	T.C.W. Hobbs, Auctioneer's fee	50	00				
	Notary fees	1	00				
				204	32		
To	First Federal Savings & Loan Assoc. of						
	Brooklyn, Mortgagee, on account of Mort-						
	gage claim			9,493	39		
						10,189	21
	Balance due on Mortgage, as per claim						
	filed	10,115	74				
	Interest, 5 3/4%, on principal balance,						
	$9,904.30 from 6/1/63 to 9/20/63	158	20				
		10,273	94				
	Credit amount allowed above	9,493	39				
	This amount subject to decree in personam	780	55				

In the Matter of the Mortgaged	:	No. 14,943 Equity
Real Estate of Lottie P. Jones	:	In the Circuit Court
and Helen E. Thomas	:	for
	:	Anne Arundel County
	:	

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

FILED

1962 APR 11 AM 10:50

BOOK 148 PAGE 358

LIBER 912 PAGE 513

2219

No. 14,943/Eq.

PURCHASE MONEY

This Mortgage,

made this 24th day of March in the year one thousand nine hundred and fifty-five, between Lottie P. Jones and Helen E. Thomas of Anne Arundel Co. in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

TWO THOUSAND FIVE HUNDRED DOLLARS - ($2,500.00)

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

By the payment of THIRTY DOLLARS - ($30.00) 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 24th 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 Second Election District, Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same at a stone at the end of the fifth line of the whole tract as surveyed by Clarence W. Gould, September 14, 1916, and running from thence and with the outlines the reverse thereof, South 88° East, 484 ft.; thence North 11° East, 130 ft.; thence leaving the outlines and running North 78° 45' West, 370 ft.; thence South 40° 30' West, 240 ft. to the place of beginning. Containing 1.57 acres, more or less.

BEING the same property conveyed to the within-named Mortgagors as joint tenants by Benjamin A. Neal and Elizabeth Neal, his wife, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1962 APR 11 AM 10:50

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Pauline M. Bozman
Pauline M. Bozman

Lottie P. Jones (SEAL)
Lottie P. Jones

Helen E. Thomas (SEAL)
Helen E. Thomas

(SEAL)

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BOOK 148 PAGE 361

LIBER 912 PAGE 516

SOMERSET

State of Maryland, ~~[illegible]~~ County, to wit:

I HEREBY CERTIFY, that on this 24th day of March, in the year one thousand, nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Lottie P. Jones and Helen E. Thomas, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman
NOTARY PUBLIC
Pauline M. Bozman

My Commission expires 5/2/55

Recorded: March 28, 1955 at 2.40 P.M.

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

MORTGAGE

FROM

LOTTIE P. JONES

HELEN E. THOMAS

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 28 Mar. 1955 at 2.40 o'clock P M.

Same day recorded in Liber 9 Hill No. 912 folio 513 &c. one of the Land Records of Anne Arundel County and examined per JOHN H. HOPKINS, Clerk.

Cost of Record $ 5.00 Pd.

WILLIAM W. TOWNSHEND, JR., ATTORNEY
TOWNS-WORTH BUILDING, SOUTH ST.
ANNAPOLIS, MARYLAND

No. 14,943 Eq.

A T T O R N E Y ' S S A L E
OF VALUABLE IMPROVED
FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Lottie P. Jones and Helen E. Thomas dated March 24th, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 912, Folio 513, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, MAY 8, 1962
at 11:00 o'clock A.M.

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

BEGINNING for the same at a stone at the end of the fifth line of the whole tract as surveyed by Clarence W. Gould, September 14, 1916, and running from thence and with the outlines the reverse thereof, South 88° East, 484 ft.; thence North 11° East, 130 ft.; thence leaving the outlines and running North 78° 45' West, 370 ft.; thence South 40° 30' West, 240 ft. to the place of beginning. Containing 1.57 acres, more or less.

BEING the same property conveyed unto Lottie P. Jones and Helen E. Thomas as joint tenants by Benjamin A. Neal and Elizabeth Neal, his wife, by deed dated March 24th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 912 Folio 511.

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

FILED
1962 APR 11 AM 10:50

6

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

- -

Maryland Gazette: April 12th, 19th, 26th and
May 3rd, 1962

Please send twenty-five handbills

AFFIDAVIT OF NON-MILITARY SERVICE

No. 14,943

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 9th day of April, 19 62, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in mortgage from Lottie P. Jones and Helen E. Thomas, to Loyola Federal Savings and Loan Association

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

Lottie P. Jones and Helen E. Thomas

~~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 9th day of April, 1962.

Notarial Seal

Dorothy P. McNew

Dorothy P. McNew, *Notary Public.*

My Commission will expire on: May 6, 1963

Filed,

FILED
1962 APR 11 PM 10:50

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BOOK 148 PAGE 365

In the Matter of the Mortgaged	:	No. 14,943 Equity
Real Estate of Lottie P. Jones	:	In the Circuit Court
and Helen E. Thomas	:	for
	:	Anne Arundel County
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Lottie P. Jones and Helen E. Thomas, to Loyola Federal Savings and Loan Association (formerly United Federal) dated March 24, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 912, Folio 513.		$2,500.00
Less total amount paid on account of principal.	$1,755.73	
Less Credit Expense Account	29.43	
	$1,785.16	1,785.16
		$ 714.84
Plus interest to May 8, 1962	$ 19.56	
Plus Interest to June 12, 1962.	4.20	
	$ 23.76	23.76
Total amount of mortgage indebtedness		$ 738.60

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 9th day of April 1962, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

FILED

1962 APR 11 AM 10:50

9

BOOK 148 PAGE 366

The Pennsylvania Insurance Company

943
14-~~443~~

No. 14,943 Equity

A STOCK COMPANY

BOND NO. 45 03 84

LIBER 11 PAGE 317

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 ONE THOUSAND FIVE HUNDRED AND NO/100 ($1,500.00) - 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 27th day of April, 1962.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Lottie P. Jones and Helen E. Thomas to the Loyola Federal Savings & Loan Association, bearing date on or about the 24th day of March, 1955, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. 912, Folio 513, 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:

Noralie Paris

THE PENNSYLVANIA INSURANCE CO.

BY: Paul J. Mayer
Paul J. Mayer, Attorney-in-Fact

Bond approved this 1st day of May, 1962
George T. Cromwell, Clerk
per ay Deputy

FILED

1962 MAY -1 PM 2:35

10

Form 24 S831

8-61

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

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Lottie P. Jones and Helen E. Thomas dated March 24th, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 912, Folio 513, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, MAY 8, 1962 at 11:00 o'clock A.M.

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

BEGINNING for the same at a stone at the end of the fifth line of the whole tract as surveyed by Clarence W. Gould, September 14, 1916, and running from thence and with the outlines the reverse thereof, South 88 degrees East, 484 ft.; thence North 11 degrees East, 130 ft.; thence leaving the outlines and running North 78 degrees 45' West, 370 ft.; thence South 40 degrees 30' West, 240 ft. to the place of beginning. Containing 1.57 acres, more or less.

BEING the same property conveyed unto Lottie P. Jones and Helen E. Thomas as joint tenants by Benjamin A. Neal and Elizabeth Neal, his wife, by deed dated March 24th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 912 Folio 511.

No. 1 The above property is improved by a one story frame dwelling with modern conveniences.

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

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For further particulars, apply to:
WILLIAM W. TOWNSHEND, JR., Attorney
Towns-Worth Building, South St.
Annapolis, Maryland
ROBERT H. CAMPBELL, Auctioneer

M-3

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 367

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 5, 1962

We hereby certify, that the annexed

Attorney's Sale 14,943

Lottie P. 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 8th day of May, 1962. The first insertion being made the 12th day of April, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

1962 MAY 8 AM 1:25

By Hazel Tilghman

In the Matter of the Mortgaged	:	No. 14,943 Equity
Real Estate of Lottie P. Jones	:	In the Circuit Court
and Helen E. Thomas	:	for
	:	Anne Arundel County
	:	

AFFIDAVIT OF PURCHASER

I HEREBY CERTIFY, that on this 8th day of May 1962, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Thomas I. Baldwin, Vice President of South Shore Development Co., Inc. the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) he is ~~xxxx~~ not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) he ~~is~~ has 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.

South Shore Dev. Co. Inc. (SEAL)

Thomas I. Baldwin (SEAL)
Vice President

WITNESS my hand and Notarial seal:

William W. Townshend, Jr., Notary Public

FILED

1962 MAY 14 PM 1:38

12

BOOK 148 PAGE 369

14,943 Equity

Annapolis, Maryland
May 8, 1962

I hereby certify that I have this eighth day of May 1962, sold the property described on the reverse hereof unto
SOUTH SHORE DEVELOPMENT Co., INC.
at and for the sum of ONE THOUSAND ONE HUNDRED FIFTY DOLLARS ($1,150.00)
being then and there the highest bidder(~~s~~) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this eighth day of May 1962, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of
ONE THOUSAND ONE HUNDRED FIFTY DOLLARS ----------($1,150.00)
and I/we hereby agree to comply with the terms of sale.

South Shore Development Co., Inc.
SOUTH SHORE DEVELOPMENT CO., INC.
By: Thomas I. Baldwin (SEAL)
Thomas I. Baldwin, Vice President

Williamsville Md

FILED
1962 MAY 14 PM 1:38

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BOOK 148 PAGE 370

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 Lottie P. Jones and Helen E. Thomas dated March 24th, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 912, Folio 513, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Tuesday, May 8, 1962

at 11:00 o'clock A.M.

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

BEGINNING for the same at a stone at the end of the fifth line of the whole tract as surveyed by Clarence W. Gould, September 14, 1916, and running from thence and with the outlines the reverse thereof, South 88° East, 484 ft.; thence North 11° East, 130 ft.; thence leaving the outlines and running north 78° 45' West, 370 ft.; thence south 40° 30' West, 240 ft. to the place of beginning. Containing 1.57 acres, more or less.

BEING the same property conveyed unto Lottie P. Jones and Helen E. Thomas as joint tenants by Benjamin A. Neal and Elizabeth Neal, his wife, by deed dated March 24, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 912 Folio 511.

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

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

For further particulars, apply to:

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

FILED
1962 MAY 14 PM 1:38

In the Matter of the	:	No. 14,943 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Lottie P. Jones and	:	for
Helen E. Thomas	:	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 Lottie P. Jones and Helen E. Thomas, dated March 24th, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 912, Folio 513, said William W. Townshend, Jr., Attorney named in aforesaid mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given the notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, May 8, 1962, at 11:00 o'clock A.M., and then and there sold the said property to South Shore Development Company, Inc., a body corporate of the State of Maryland, at and for the sum of ONE THOUSAND ONE HUNDRED FIFTY DOLLARS ($1,150.00), being at that figure the highest bidder therefor, said property described as follows:

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

BEGINNING for the same at a stone at the end of the fifth line of the whole tract as surveyed by Clarence W. Gould, September 14, 1916, and running from thence and with the outlines the reverse thereof, South 88° East, 484 ft.; thence North 11°

15

East, 130 ft.; thence leaving the outlines and running North 78° 45' West, 370 ft.; thence South 40° 30' West, 240 ft. to the place of beginning. Containing 1.57 acres, more or less.

BEING the same property conveyed unto Lottie P. Jones and Helen E. Thomas, as joint tenants, by Benjamin A. Neal and Elizabeth Neal, his wife, by deed dated March 24, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 912, Folio 511.

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 8th day of May 1962, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing report of sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew
Dorothy P. McNew, Notary Public

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ORDER NISI

BOOK 148 PAGE 373

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF LOTTIE P. JONES and HELEN E. THOMAS

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,943 Equity

Ordered, this 14th day of May, 19 62, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of June next.

The report states that the amount of sale was $ 1,150.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

William W. Townshend, Atty.
(Final Order)

Maryland Gazette (for May 17 edition)

IN THE MATTER OFTHE MORTGAGED REAL ESTATE OF LOTTIE P. JONES and

xxexxx

HELEN E. THOMAS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of June, 1962 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

D Barra Duckett

JUDGE.

FILED

1962 JUN 19 PM 3:43

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OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 374

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 14,943 Equity

In the Matter of the Mortgaged Real Estate of

LOTTIE P. JONES and HELEN E. THOMAS

Ordered, this 14th day of May, 1962, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage BE RATIFED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of June next.

The report states that the amount of sale was $1,150.00.

GEORGE T. CROMWELL Clerk

True Copy, TEST:

GEORGE T. CROMWELL Clerk

Ju-7

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 11, 1962

We hereby certify, that the annexed Order Nisi Sale Eq 14,943 Lottie P. 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 18th day of June, 1962. The first insertion being made the 17th day of May, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 29650 1962 JUN 13 AM 10:30

By Hazel Tilghman

18

In the Case of

In the Matter of the Mortgaged Real Estate of

Lottie P. Jones and Helen E. Thomas

vs.

In the

Circuit Court

For

Anne Arundel County

No. 14,943 Equity

To the Honorable, the Judges of said Court:

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

1962 JUN 27 AM 11:03

All of which is respectfully submitted.

June 27, 1962

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 24th day of September, 1963 that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clerk

Per: , deputy

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1963 SEP 24 AM 9:10

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2

Dr. In the Matter of the Mortgaged Real Estate of
Lottie P. Jones and Helen E. Thomas

BOOK 148 PAGE 376

In Acct. with William W. Townshend, Jr., Attorney named in Mortgage

						Cr.
1962						
May	8	Proceeds of Sale	1,150	00		
		Interest on deferred payment of				
		$400.00 to 6/20/62	2	94	1,152	94
					1,152	94

	To Attorney for fee, viz;	100	00		
	To Attorney for commissions, viz:	64	12	164	12
	To Attorney for Court Costs, viz:				
	Plaintiffs Solicitors Appearance fee	10	00		
	Clerk of Court - Court Costs	29	25		
	Auditor - Stating this account	30	00	69	25
	To Attorney for expenses, viz:				
	Capital-Gazette Press - Advertising sale	68	24		
	Capital-Gazette Press - Order nisi sale	15	00		
	Speer Publications - Handbills	17	37		
	The Pennsylvania Ins. Co. - Bond Premium	10	00		
	Robert H. Campbell - Auctioneer fee	45	00		
	One-half cost Federal documentary stamps		83		
	One-half cost State documentary stamps	1	65		
	1962 State and County taxes - (17.89)				
	4 mos. and 8 days	6	36		
	Dorothy P. McNew - Notary fees	1	50	165	95
	To Loyola Federal Savings & Loan Assn.,				
	Mortgagee, in full for mortgage claim	738	60		
	Interest on Principal balance $714.84 6/12/62 to 7/12/62 @ 6%	3	57	742	17
	To Baltimore Federal Savings & Loan Assn.				
	this balance on account Judgment claim filed	11	45	11	45
				1,152	94

BOOK 148 PAGE 378

MARIE VOGEL 3140 Wilkens Avenue Baltimore 23, Maryland	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
ERNEST VOGEL Lyman Avenue Green Haven Pasadena, Maryland	*	ANNE ARUNDEL COUNTY (IN EQUITY)

No. 15,471 Equity

****

BILL OF PARTITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

Now comes MARIE VOGEL, by James S. Lyons, Jr., her Solicitor, and complaining says:

1. That Ernest W. Vogel and Marie H. Vogel, his wife, did on the 5th day of July, 1950, acquire the property known and designated as Lots Number 3, 4, 5 and 9, as shown on Plat A, Green Haven, which plat is recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, folio 344, (new reference Plat Cabinet No. 2, Rod D-8, Folio 344), by deed which is now recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 580, folio 350, etc., a certified copy of said deed is attached hereto and prayed to be made a part hereof as Complainant's Exhibit "A".

2. That Ernest W. Vogel and Marie H. Vogel, his wife, also acquired title on the 14th day of September, 1951 of the northerly half of Lot Number 2, which half adjoins Lot Number 3, as shown and designated on Plat "A", Green Haven, situate in Anne Arundel County in the State of Maryland, which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, folio 344, etc., (new reference Cabinet 2, Rod D-8, Platt 344), from Thomas E. Perry, Sr. and Mary E. Perry, his wife, by deed which is now recorded among the Land Records of Anne Arundel County In Liber J.H.H. 645; folio 522, etc., a certified copy of said deed is attached hereto and prayed to be made a part hereof as Complainant's Exhibit "B".

3. That Ernest W. Vogel and Marie H. Vogel were divorced by a decree of this Honorable Court in the case of "Marie Vogel vs. Ernest Vogel", case No. 6974 - Divorces, Equity, as more fully set forth in certified copy of the Decree of Divorce attached hereto and prayed to be made a part hereof, as

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LAW OFFICE
JAMES B. LYONS, JR.
BALTIMORE, MD.

Complainant's Exhibit "C".

4. That the aforementioned properties are improved by the following buildings: 2 story concrete and cinder block building with a flat roof, stucco front, brick sills and steel casement sash occupied as a tavern on the first floor, and living quarters therein; dwelling No. 1 is a one-story frame building with composition roofing with a front wall of concrete block and form stone panel; dwelling No. 2 is a one-story frame building; dwelling No. 3 is a one-story frame building with asphalt shingle siding and composition roof; and that the property is not susceptible of division in kind; and it is impossible to divide the same without loss or injury to the parties and it is impossible to partition said property without the aid of this Honorable Court.

TO THE END, THEREFORE, it is prayed:

A. That a decree may be passed by this Honorable Court for a partition of said property among the persons entitled thereto, according to the respective interest therein, as aforesaid.

B. That your Complainant may have such other and further relief as her cause may require.

AND, AS IN DUTY BOUND, ETC.

Marie H. Vogel
Marie Vogel Complainant

James B. Lyons, Jr.
James B. Lyons, Jr.
Solicitor for Complainant
24 East 25th Street
Baltimore 18, Maryland
CH. 3 - 1730

STATE OF MARYLAND,
BALTIMORE COUNTY, 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 Baltimore County aforesaid, personally appeared MARIE VOGEL, and she made oath in due form of law that the matters and facts set forth herein are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Irene A. Stansbury
Irene A. Stansbury--Notary Public.

LAW OFFICE
JAMES B. LYONS, JR.
BALTIMORE, MD.

BOOK 148 PAGE 380

ORDER

Upon the foregoing Bill of Partition and Affidavit, it is this 7th day of March, 1963;

ORDERED, That Ernest Vogel show cause on or before the 1st day of April, 1963, if any he may have, why the relief prayed should not be granted, provided a copy of this Bill of Partition is served upon him or his counsel on or before the 16th day of March, 1963.

George Sacher
JUDGE.

LAW OFFICE
JAMES B. LYONS, JR.
BALTIMORE, MD.

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1963 MAR -7 AM 8:47

Fee Simple Deed—Code—City or Co( ) BOOK 580 PAGE 35) Complainant's Exhibit "A"

This Deed, *Made this* fifth *day of* July BOOK 148 PAGE 381

in the year one thousand nine hundred and forty fifty *between* John S Feddon and

Ida M Feddon his wife

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

Ernest W. Vogel and Marie H Vogel, his wife, of Baltimore City, in said State,

of the second part.

Witnesseth *that in consideration of the sum of Five Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said* John S. Feddon and Ida M. Feddon, his wife,

do grant and convey unto the said Ernest W. Vogel and Marie H. Vogel, his wife, as tenants by the entireties, their assigns, the survivor of them, his or her

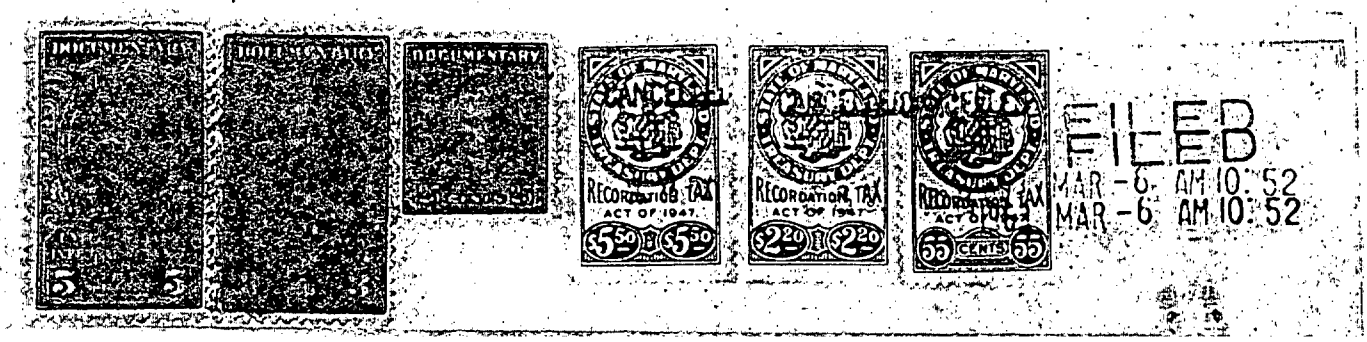
heirs and assigns, in fee-simple, all these *lots of ground situate, lying and being in* Anne Arundel County, *State of Maryland, now known as No:*

and described as follows, that is to say:

BEING known and designated as Lots Numbered Three (3), Four (4), Five (5), and Nine (9), as shown on Plat A, Green Haven, which plat is recorded among the Land Records of Anne Arundel County in Plat Book G.M. No. 1, Section 3, folio 344, (new reference Plat Cabinet No. 2, Rod D-5, Folio 344).

Lots 3, 4 and 5 being the same which, by deed dated May 31, 1946, and recorded among the Land Records aforesaid in Liber J.H.H. No. 365, folio 11, were granted and conveyed by J. Frederick Broening, widower, to the said John S. Feddon and Ida M. Feddon, his wife.

Lot 9 being the same which, by deed dated May 31, 1946, and recorded among the Land Records aforesaid in Liber J.H.H. No. 365, folio 10, was granted and conveyed by Charles Kramer and wife, et al, to the said John S. Feddon and Ida M. Feddon, his wife.



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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 in anywise appertaining.*

To have and to hold, *the lot s 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* Ernest W. Vogel [illegible] Vogel, his wife, as tenants by the entireties, their assigns, the survivor of them, [illegible] their heirs and assigns, forever, in fee simple.

And *the said grantor 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 hereby granted; and that* they *will execute such further assurances of the same as may be requisite.*

Witness *the hand s and seal s of said grantor s.*

TEST:

Mildred Tavik — John S. Feddon (John S. Feddon) [SEAL]

Ida M. Feddon (Ida M. Feddon) [SEAL]

State of Maryland, Baltimore City, to wit:

I hereby certify, that on this day of July, *in the year one thousand nine hundred and* ~~forty~~ fifty, *before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared* John S. Feddon and Ida M. Feddon, his wife, known to me to be the herein named Grantors,

and they acknowledged the foregoing Deed to be their *act.*

As witness my hand and Notarial Seal.

NOTARY'S SEAL HERE

Mildred I. Tavik — *Notary Public.*

My commission expires May 7, 1951

Recorded- 20th July, 1950, at 2:15 P.M.

5

BOOK 148 PAGE 383

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the oforegoing copy of Deed is truly taken and copied from Liber JHH No. 580 folio 350 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 27th day of February A. D., 1963

Louis N. Phipps

Clerk of the Circuit Court for Anne Arundel County

5F

BOOK 148 PAG. 384 Complainant's Exhibit "B"

Fee Simple Deed—Code—City or County. BOOK 645 PAGE 522

This Deed, *Made this* 14th *day of* September,

in the year one thousand nine hundred and ~~forty~~ fifty-one, *between* Thomas E. Perry, Sr.

and Mary E. Perry, his wife,

of Baltimore City, *in the State of Maryland of the first part, and*

Ernest W. Vogel and Marie H. Vogel, his wife, of Anne Arundel County, in said State,

of the second part .

Witnesseth *that in consideration of the sum of Five Dollars, and other good and valuable*

considerations, the receipt whereof is hereby acknowledged, the said Thomas E. Perry, Sr. and

Mary E. Perry, his wife,

do grant and convey unto the said Ernest W. Vogel and Marie H. Vogel, his wife, as

tenants by the entireties, their assigns, the survivor of them, his or her

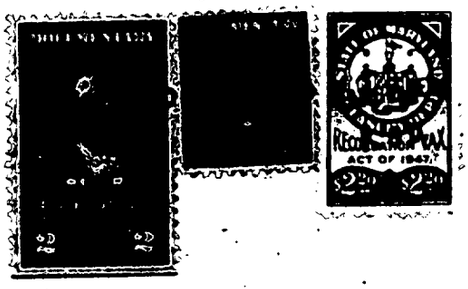
heirs and assigns, in fee-simple, all that *lot of ground situate, lying*

and being in Anne Arundel County, *State of Maryland,* ~~xxxxxxxxxxxxxxxx~~

and described as follows, that is to say:

BEING all that northerly half of Lot Numbered Two (2), which half adjoins Lot Numbered Three (3), as shown and designated on Plat "A", Green Haven, situate in Anne Arundel County in the State of Maryland, which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, folio 344, etc. new reference Cabinet 2, Rod D-8, Plat 344.

BEING the same lot of ground which, by deed dated November 15, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 448, folio 136, was granted and conveyed by Isidore Snyder and wife to the said Thomas E. Perry, Sr. and Mary E. Perry, his wife.



Together, *with the buildings and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in anywise appertaining.*

To have and to hold, *the 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* Ernest W. Vogel and Marie H. Vogel, his wife, as tenants by the entireties, their assigns, the survivor of them, his or her heirs and assigns, forever, in fee simple.

And *the said grantor s 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 hereby granted; and that* they *will execute such further assurances of the same as may be requisite.*

Witness *the hand s and seal s of said grantor s.*

TEST:

Dorothy Basel
Dorothy Basel

Thomas E. Perry Sr. [SEAL]
Thomas E. Perry, Sr.

Mary E. Perry [SEAL]
Mary E. Perry

State of Maryland, Baltimore City, to wit:

I hereby certify, that on this 14th *day of* September, *in the year one thousand nine hundred and* ~~forty~~ fifty-one, *before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared* Thomas E. Perry, Sr. and Mary E. Perry, his wife, known to me to be the herein named Grantors,

and ~~they~~ *acknowledged the foregoing Deed to be* their *act.*

As witness my hand and Notarial Seal.

DOROTHY BASEL NOTARY PUBLIC BALTIMORE, MD. NOTARY'S SEAL HERE

Dorothy Basel
Dorothy Basel *Notary Public.*

My commission expires May 4, 1953

8 Recorded- 25th September, 1951, at 2 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing copy of Deed is truly taken and copied from Liber JHH, No. 645, folio 522, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 27th day of February A. D., 196 3

Louis N. Phipps

Clerk of the Circuit Court for Anne Arundel County

8 F

Mr. Fy no

Complaintant's Exhibit "C"

BOOK 148 PAGE 388

MARIE VOGEL

VS.

ERNEST VOGEL

No. 6974 Divorces-Equity.
In the Circuit Court for Anne Arundel County, Maryland.

This cause standing ready for hearing and being submitted by the plaintiff the proceedings were read and considered by the Court.

Whereupon it is ordered this 27th day of February Nineteen Hundred and Sixty Three by the Circuit Court for Anne Arundel County sitting in Equity, and by authority of this Court adjudged, ordered and decreed that the above named plaintiff Marie Vogel be and she is hereby divorced "a vinculo matrimonii" from the defendant the said Ernest Vogel.

It is further ORDERED and DECREED that the Defendant, Ernest Vogel, shall pay unto the Plaintiff, Marie Vogel, the sum of Twenty-Seven Dollars ($27.) weekly as permanent alimony and in addition thereto one half (1/2) of the net profits from the three (3) residencies or summer homes (meaning after deduction of taxes and repairs but not depreciation); all payments to be made through the Juvenile and Probation Department of Anne Arundel County (Support Division).

It is further ORDERED that the Defendant pay a counsel fee of One Hundred Fifty Dollars ($150.00) to his wife's solicitor, and the costs of these proceedings.

D. Bowie Duckett
Judge

STATE OF MARYLAND, Anne Arundel County, Sct:

I hereby certify that the foregoing is a true copy of decree of Court passed in the above entitled cause in the Circuit Court for Anne Arundel County.

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In Testimony Whereof, I hereto set my hand and affixed the seal of the Circuit Court for Anne Arundel County this 27th day of February, A. D., 19 63.

Louis N. Phipps, Clerk.

9

BOOK 148 PAGE 389

MARIE VOGEL	:	NO. 15,471 EQUITY
VS.	:	IN THE CIRCUIT COURT FOR
ERNEST VOGEL	:	ANNE ARUNDEL COUNTY

: : : : : : :

ANSWER TO BILL OF COMPLAINT

THE ANSWER of Ernest Vogel, defendant, to the bill of complaint filed against him in this cause exhibited, respectfully represents unto Your Honors:

FIRST: That he admits the allegations contained in Paragraph One of said bill of complaint.

SECOND: That he admits the allegations contained in Paragraph Two of said bill of complaint.

THIRD: That he admits the allegations contained in Paragraph Three of said bill of complaint.

FOURTH: In answer to Paragraph Four of said bill of complaint, he admits the properties are described as therein set forth but denies that they are not susceptible of division in kind or that it would be impossible to divide them without loss or injury to the parties.

AND having fully answered said bill of complaint, he begs to be hence dismissed with his reasonable costs.

Ernest Vogel
Ernest Vogel, Defendant

Albert J. Goodman
Albert J. Goodman
156 South Street
Annapolis, Maryland
Colonial 3-2400
Solicitor for Defendant

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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I hereby certify that on this 21st day of March, 1963, I mailed a copy of the foregoing answer to James B. Lyons, Jr., 24 East 25th Street, Baltimore 18, Maryland, solicitor for plaintiff.

Albert J. Goodman
Solicitor for Defendant

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

MARIE VOGEL	()	IN THE CIRCUIT COURT
vs.	()	FOR ANNE ARUNDEL COUNTY
ERNEST VOGEL	()	(In Equity)
		Case No. 15, 471
() ()	()	() ()

DECREE

The above cause standing ready for hearing and being submitted, the Bill of Complaint and all other proceedings were by the Court read and considered.

It is Thereupon, this 13th day of May, 1963, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the fee-simple property in Anne Arundel County and known and designated as Lots 3, 4, 5 and 9 and the Northerly half of Lot 2, as shown on Plat A, Greenhaven, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book CW No. 1, Section 3, folio 344 (new reference - Plat Cabinet No. 2 Rod D8, folio 344,) was sold, that James B. Lyons, Jr. and Jerome Piven, Esquires, be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a surety or sureties to be approved by this Court, in the penalty of $20,000.00, conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any future Decree or Order in the premises; they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted at least twice in said period in a newspaper or newspapers published in Anne Arundel County as they shall think proper of the time, place, manner and terms of sale, which shall be cash, upon ratification of sale by this Court, and as soon as may be convenient after any such sale, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof, and of the fairness of said sale; and, on obtaining the Court's Ratification of the sale, and on paymentof the whole

LAW OFFICE
JAMES B. LYONS, JR.
BALTIMORE, MD.

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purchase money (and not before), the said Trustees 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 successors or assigns, the fee simple property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Complainant and Defendant, 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 costs of this suit and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Judge

LAW OFFICE
JAMES B. LYONS, JR.
BALTIMORE, MD.

Fireman's Fund Bond #S2205320

BOOK 148 PAGE 393

No. 15,471 Equity

[TRUSTEE'S BOND]

BOOK 12 PAGE 57

The Jeffersonian Print, Towson, Md.

Know All Men by These Presents:

That we, James B. Lyons, Jr., 24 E. 25th Street, Baltimore 18, Maryland and Jerome Piven, 1301 Tower Building, Baltimore 1, Maryland as Principal and Fireman's Fund Insurance Company, a corporation of the State of California, San Francisco, California are held and firmly bound unto the State of Maryland in the full and just sum of Twenty Thousand & 00/100 ($20,000.00) -

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 13th day of May in the year nineteen hundred and sixty-three

WHEREAS, by decree of the Circuit Court for ~~Baltimore~~ Anne Arundel County, sitting in Equity, passed in a cause in said court on the 13th day of May nineteen hundred and sixty-three between Marie Vogel complainants, and Ernest Vogel respondents, the above bound James B. Lyons, Jr. and Jerome Piven

ha ve been appointed Trustee s to make sale of the Real Estate and premises in the proceedings in said cause mentioned:

Now The Conditions Of This Obligation Are Such

That if the above bounden James.B. Lyons,Jr. and Jerome Piven

do and shall well and truly and faithfully perform the trust reposed in them by aforesaid decree, or that may be reposed in them 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

Irene A. Stansbury

Irene A. Stansbury

Frances B. Kahl

Frances B. Kahl

James B. Lyons Jr. [SEAL]
JAMES.B. LYONS, JR.

Jerome Piven [SEAL]
JEROME PIVEN

FIREMAN'S FUND INSURANCE COMPANY [SEAL]

BY: Albert R. Cable [SEAL]
Albert R. Cable, Attorney-in- Fact

[SEAL]

Bond approved this 21st day of May, 1963

Lowell R. Phipps, Clerk

FILED

1963 MAY 21 AM 10:07

14

Marie Vogel

VS.

Ernest Vogel

JAMES B. LYONS, JR.
Solicitor
24 E. 25th St., Balto., Md.
JEROME PIVEN
Solicitor
Tower Bldg., Balto., Md.

Trustees' Sale

Of Highly Valuable Fee-Simple Water-Front Properties

INCLUDING 2-STORY STORE PROPERTY AND 3 DWELLINGS
Situate on Stoney Creek
And Lyman Avenue, Green Haven
Anne Arundel County, Md.

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, in the case entitled Marie Vogel Vs. Ernest Vogel, Case No. 15471, the undersigned, Trustees will sell at public auction on the premises on

Monday, July 8, 1963
at 2 O'Clock P.M.

ALL THOSE FEE-SIMPLE LOTS of ground situate in Anne Arundel County, Maryland and described as follows:

BEING ½ of Lot 2, Lots 3, 4, 5, 9 as shown on Plat A of Green Haven, recorded among the Land Records of Anne Arundel County in Plat Book B Folio 163. Lot size 100 x 435 ft. more or less.

Main property improved by a 2-story concrete and cinder block building with stucco front, open front porch. First floor contains store formerly occupied as a tavern and 3 rooms and bath living quarters. Ground floor contains kitchen and storage area. Forced warm air oil fired heat. Contents & trade fixtures excluded.

Dwelling No. 1 is a one-story frame building with 3 rooms, sun parlor and bath. Oil fired floor furnace.

Dwelling No. 2 is a partially constructed 1-story building with 2 usable rooms.

Dwelling No. 3 is a one-story frame building with 6 rooms and bath.

TERMS OF SALE: Cash. A deposit of $3,000 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. Interest to be charged at rate of 6 per cent per annum on the unpaid portion of the purchase price from day of sale to day of settlement. Taxes and all other expenses to be adjusted from date of sale. All documentary stamps to be paid by the purchaser.

James B. Lyons, Jr.,
Jerome Piven, Trustees

ALEX COOPER AUCTIONEERS, Inc.
212 N. Calvert Street
Baltimore 2, Maryland
PLaza 2-4868

Jy-3

15

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1963 JUL.
-8 PM 3:39

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

In Equity
Case No. 15471

BOOK 148 PAGE 394

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 8th day of July 1963, sold the property described in the attached advertisement of sale at and for the sum of $30,200 00 to TIMOTHY H. COULBOURN, Agent FOR ERNEST VOGEL he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

By Joseph F. Cooper
Alex Cooper - Auctioneer

PURCHASERS' AGREEMENT

I hereby certify that I have this 8th day of July 1963, purchased the property described in the attached advertisement of sale from James B. Lyons, Jr., and Jerome Piven, Trustees at and for the sum of $30,200 00/XX and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Timothy H. Coulbourn
Purchaser
Agent for
Ernest Vogel.

BOOK 148 PAGE 395

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 8th day of July, 1963, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Baltimore City,~~ Baltimore County personally appeared Timothy H. Coulbourn, 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 Ernest Vogel, and that he has not directly or indirectly discouraged anyone from bidding for the said Property on Lyman Ave. mentioned in the said Report of Sale.
Green Haven, Anne Arundel Co

Timothy H. Coulbourn (SEAL)
Purchaser

Joseph A. Cooper
Notary Public

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

Purchaser

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1963 JUL -8 PM 3:39

16

BOOK 148 PAGE 396

REPORT OF SALE

MARIE VOGEL

vs.

ERNEST VOGEL

IN THE

CIRCUIT COURT

~~XOEX~~ FOR
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
IN EQUITY
Case No. 15,471

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

The Report of Sale of James B. Lyons, Jr. and Jerome Piven, Esquires,

Trustees appointed by the decree in the above entitled cause, to make sale of Lots 3, 4, 5 and 9 and the Northerly half of Lot 2, as shown on Plat A, Greenhaven, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book GW No. 1, Section 3, Folio 344, (new reference - Plat Cabinet No. 2 Rod D8, folio 344).

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

Maryland Gazette

daily newspaper published in ~~Baltimore City~~ ANNE ARUNDEL COUNTY for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Monday the 8th day of July 19 63 at 2:00 P.M. o'clock M. attend on the premises and then and there sold fee simple property above described at and for the sum of $30,200.00 to Purchaser

TIMOTHY H. COULBOURN, AGENT FOR ERNEST VOGEL

Attached hereto and made a part hereof is the affidavit of the Buyers and of Alex Cooper, the auctioneer, concerning the manner in which the sale was made.

James B. Lyons Jr.
James B. Lyons, Jr.
24 East 25th Street, Balto.18,Md.
CH 3-1730

Jerome Piven
1301 Tower Bldg.Balto. 1, Md.
SA 7-8523

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 8th day of July 19 63 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared James B. Lyons, Jr. and Jerome Piven, Trustees, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

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

Joseph A. Cooper
Notary Public.

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17

ORDER NISI

BOOK 148 PAGE 397

MARIE VOGEL

versus

ERNEST VOGEL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,471 , Equity

Ordered, this 8th day of July, 1963 , That the sale of the property in these proceedings mentioned made and reported by James B. Lyons, Jr. and Jerome Piven, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of August next.

The report states that the amount of sale was $ 30,200.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

James B. Lyons, Jr., Atty.
(Final Order)

FOR: MARYLAND GAZETTE July 11th Edition

MARIE VOGEL

versus

ERNEST VOGEL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of August, 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.

Matthew J. Evans
JUDGE.

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1963 AUG 13 PM 12:20

18

JAMES B. LYONS, JR.
Solicitor
24 E. 25th St., Balto., Md.
JEROME PIVEN
Solicitor
Tower Bldg., Balto., Md.

Trustees' Sale

Of Highly Valuable Fee-Simple Water-Front Properties

INCLUDING 2-STORY STORE PROPERTY AND 3 DWELLINGS
Situate on Stoney Creek
And Lyman Avenue, Green Haven
Anne Arundel County, Md.

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, in the case entitled Marie Vogel Vs. Ernest Vogel, Case No. 15471, the undersigned, Trustees will sell at public auction on the premises on

Monday, July 8, 1963
at 2 O'Clock P.M.

ALL THOSE FEE-SIMPLE LOTS of ground situate in Anne Arundel County, Maryland and described as follows:

BEING ½ of Lot 2, Lots 3, 4, 5, 9 as shown on Plat A of Green Haven, recorded among the Land Records of Anne Arundel County in Plat Book B Folio 163. Lot size 100 x 435 ft. more or less.

Main property improved by a 2-story concrete and cinder block building with stucco front, open front porch. First floor contains store formerly occupied as a tavern and 3 rooms and bath living quarters. Ground floor contains kitchen and storage area. Forced warm air oil fired heat. Contents & trade fixtures excluded.

Dwelling No. 1 is a one-story frame building with 3 rooms, sun parlor and bath. Oil fired floor furnace.

Dwelling No. 2 is a partially constructed 1-story building with 2 usable rooms.

Dwelling No. 3 is a one-story frame building with 6 rooms and bath.

TERMS OF SALE: Cash. A deposit of $3,000 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. Interest to be charged at rate of 6 per cent per annum on the unpaid portion of the purchase price from day of sale to day of settlement. Taxes and all other expenses to be adjusted from date of sale. All documentary stamps to be paid by the purchaser.

James B. Lyons, Jr.,
Jerome Piven, Trustees

ALEX COOPER AUCTIONEERS, Inc.
212 N. Calvert Street
Baltimore 2, Maryland
PLaza 2-4868

Jy-3

OFFICE 15,471

BOOK 148 PAGE 398

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 12, 1963

We hereby certify, that the annexed
Trustee's Sale
"Ernest Vogel"
Stoney Creek & Lyman Ave.,
Green Haven

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of July, 1963. The first insertion being made the 20th day of June, 1963.

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

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Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,471 EQUITY

MARIE VOGEL

versus

ERNEST VOGEL

Ordered this 8th day of July, 1963, That the sale of the property in these proceedings mentioned made and reported by James B. Lyons, Jr., and Jerome Piven, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of August next; Provided, a copy of this Order be inserted in some newspaper in Anne Arundel County, one in each of three successive weeks before the 12th day of August next.

The report states that the amount of sale was $30,200.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
Jy-31

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 399

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 3, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,471
Marie Vogel vs. Ernest Vogel

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 August, 1963. The first insertion being made the 11th day of July, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

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No. M. G. 5304

20

Firemar( ) Fund Bond #S2213108
supplemental to Bond #S2205320
EQUITY # 15,471

BOOK 148 PAGE 400

[TRUSTEE'S BOND] BOOK 12 PAGE 147 The Jeffersonian Print, Towson, Md.

Know All Men by These Presents:

That we, James B. Lyons, Jr., 24 E. 25th Street, Baltimore, Maryland 21218 and Jerome Piven, 1301 Tower Building, Baltimore, Md. 21201 as Principals and Fireman's Fund Insurance Company, a corporation organized and ~~of~~ existing under the laws of the State of California, San Francisco, California, as Surety are held and firmly bound unto the State of Maryland in the full and just sum of Ten Thousand Two Hundred & 00/100 ($10,200.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 13th day of August in the year nineteen hundred and sixty-three

WHEREAS, by decree of the Circuit Court for ~~Baltimore~~ Anne Arundel County, sitting in Equity, passed in a cause in said court on the ______ day of ______ nineteen hundred and ______ between Marie Vogel complainants, and Ernest Vogel respondents, the above bound James B. Lyons, Jr. and Jerome Piven have been appointed Trustees to make sale of the Real Estate and premises in the proceedings in said cause mentioned:

Now The Conditions Of This Obligation Are Such

That if the above bounden James B. Lyons, Jr. and Jerome Piven do and shall well and truly and faithfully perform the trust reposed in them by aforesaid decree, or that may be reposed in them 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

Irene A. Stansbury
IRENE A. STANSBURY

Frances B. Kahl
Frances B. Kahl

James B. Lyons Jr. [SEAL]
JAMES B. LYONS, JR.

Jerome Piven [SEAL]
JEROME PIVEN

FIREMAN'S FUND INSURANCE COMPANY [SEAL]

Albert R. Cable [SEAL]
Albert R. Cable, Attorney-in-Fact

[SEAL]

Additional Bond approved this 16th day of August, 1963
Louis N. Phipps, Clerk

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BOOK 148 PAGE 401

MARIE VOGEL

v.

ERNEST VOGEL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY IN EQUITY

Case No. 15471

PETITION AND ORDER OF COURT

ERNEST VOGEL, Petitioner, respectfully represents unto this Honorable Court:

1. The Parties hereto, namely, MARIE VOGEL and ERNEST VOGEL, formerly husband and wife, were the joint owners, as Tenants by the Entireties of certain fee simple property in Anne Arundel County, which property has, by agreement of the Parties, and pursuant to Order of this Court in the within partition proceedings, has been sold at public auction for $30,200.00 to the Petitioner herein, ERNEST VOGEL, who is one of the Parties herein. As a matter of law and by agreement of the Parties hereto, after the discharge and satisfaction of liens and encumbrances (properly adjusted between the Parties) and after the payment of the costs and expenses of the within litigation arising out of the administration of the within Trust Estate and the sale of the property, the net proceeds of the sale, as adjusted, will be divided and paid over one-half to the Complainant, MARIE VOGEL, and one-half to the Defendant-Petitioner, ERNEST VOGEL.

2. There is attached hereto and made a part hereof, a copy of the Settlement Sheet indicating that the Petitioner has been granted a $25,000.00 Mortgage for the purpose of, in effect, purchasing from the Complainant her interest in the subject property. This amount of Mortgage loan is more than adequate and sufficient to satisfy the interest of the Complainant and to pay all liens, encumbrances, costs and expenses. The Petitioner is withouth other funds.

3. The Complainant, by her Attorney, James Lyons, who is also one of the Trustees herein appointed as well as Jerome Piven, the Attorney for the Defendant, who is the other Trustee herein appointed, have by their consent

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affixed hereto, consented to the relief herein prayed, both in their capacities as Trustees and in their individual capacities as Attorneys for the respective Parties hereto.

WHEREFORE, the Petitioner prays that this Honorable Court grant the Trustees leave to accept from the Petitioner, as the purchaser of the subject property, the net proceeds available to him in his Mortgage loan as set forth in the attached Settlement Sheet in full satisfaction of his Purchase Money obligation hereunder, the balance of the Purchase Money to be chargeable against the share of the net proceeds from the sale distributable to the Petitioner.

Ernest Vogel
ERNEST VOGEL, Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY ON this 27th day of August, 1963, before me the Subscriber, a Notary Public in and for the County and State aforesaid, personally appeared ERNEST VOGEL, Petitioner, who made oath in due form of law that matters and facts above appearing are true and correct to the best of his information, knowledge and belief.

Eileen [illegible]
NOTARY PUBLIC

We the undersigned, do hereby consent to the granting of the relief prayed for by the Petitioner herein.

James B. Lyons Jr.
James Lyons,
Trustee and Attorney for Complainant

Jerome Piven,
Trustee and Attorney for
Defendant, Petitioner

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ORDER OF COURT

Upon the aforegoing Petition, Affidavit and Consent, it is this 30th day of August 1963, by the Circuit Court for Anne Arundel County in Equity, ORDERED that James Lyons and Jerome Piven, Trustees appointed in the above entitled matter, be and they are hereby authorized and directed to accept the sum of $9140.53 from the Petitioner, ERNEST VOGEL, in full satisfaction of his obligation to pay the purchase price for the subject property, the difference between the aforesaid amount being paid and the actual purchase price of $30,200 to be charged against the share of ERNEST VOGEL, to be distributed to him from the net proceeds of said purchase price.

JUDGE

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24

In the Case of

MARIE VOGEL

VS.

ERNEST VOGEL

In the

Circuit Court

For

Anne Arundel County

No. 15,471 Equity

To the Honorable, the Judges of said Court:

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

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All of which is respectfully submitted.

Auditor.

September 5, 1963

FINAL ORDER

ORDERED BY THE COURT, this 23rd day of September, 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. Tollevik, deputy

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1963 SEP 23 AM 10:46

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Dr. Marie Vogel vs. Ernest Vogel

In Acct. with James B. Lyons, Jr. & Jerome Piven, Trustees

						Cr.	
By	Amount of Sale, as per Trustees' Report						
	of Sale filed			30,200	00		
By	Interest, 6%, on deferred payment,						
	$27,200.00 from 7/8/63 to 8/30/63			235	66		
By	Adjustment, 1963 taxes paid in advance			191	48		
						30,627	14
To	Trustees, for commissions, viz	884	00				
				884	00		
To	Trustees, for Court costs						
	Plaintiff's Solicitor, appearance fee	10	00				
	Defendant's Solicitor, appearance fee	10	00				
	Clerk, Court costs	47	25				
	William R. Huggins, Sheriff	1	45				
	Auditor, this account	67	50				
				136	20		
To	Trustees, for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi Sale	75	39				
	Sunpapers---Advertising---Sale	194	20				
	Fireman's Fund Insurance Company---Bond	120	80				
	Alex Cooper---Auctioneer's fee	2,265	00				
				2,655	39		
To	Trustees, for disbursements, viz						
	Capital Savings & Loan Assoc., Mortgage						
	balance	7,076	10				
	Clerk, recording release of Mortgage	3	50				
	Clerk	12	38				
				7,091	98		
	Balance for distribution, $19,859.57						
To	Marie Vogel, as her distributive share			9,929	79		
To	Ernest Vogel, as his distributive share			9,929	78		

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
MORRIS E. MASON AND PEGGY A. MASON, HIS WIFE	:	(In Equity) No. 15,635 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 Morris E. Mason and Peggy A. Mason, his wife to Baltimore Federal Savings and Loan Association, dated March 4th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1375 folio 72.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

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BOOK 148 PAGE 407

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

BOOK 1375 PAGE 72

No. 15,635 Eq.

MORTGAGE

THIS MORTGAGE, Made this 4th day of March, A. D. 19 60, by and between MORRIS E. MASON and PEGGY A. MASON, 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 NINE THOUSAND ONE HUNDRED FIFTY and 00/100ths Dollars ($ 9,150.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and 3/4 per centum (5 3/4 %) per annum on the unpaid principal until paid, principal and interest being payable at the office of 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-THREE and 44/100ths Dollars ($ 53.44), commencing on the first day of April, 19 60, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of March, 19 90. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

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

16—55500-6

BEING known and designated as Lot No. 10, Block 50, Section 6, as shown on the plat of Harundale, Section 6, dated July 29, 1948, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 29. The improvements thereon being known as No. 1810 Saunders Way.

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 Leland Realty, Inc. unto the within named Mortgagors.

Range Refrigerator Automatic Washer

The express enumeration of the foregoing items shall not be deemed to limit or restrict the applicability of other language describing in general terms other property intended to be covered hereby.

PLAINTIFF'S EXHIBIT "A"

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

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 ($1/12$) 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.

5

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

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

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

Witness:

JOHN R. HOLLAND, JR.

Morris E. Mason [SEAL]
Morris E. Mason

[SEAL]

Peggy A. Mason [SEAL]
Peggy A. Mason

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1375 PAGE 76

I HEREBY CERTIFY, That on this the 4th day of March, 1960, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared **Morris E. Mason and Peggy A. Mason, 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.

JOHN R. HOLLAND, JR. *Notary Public.*

My commission expires:

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

1100

Application No. 53329

Written by ack

Approved by FC Examiner

Rec'd for record March 8, 1960, at 12:28 P.M.

Mailed to The Colonial Title Guarantee Co.

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

STATE OF MARYLAND

Loan No.

MORTGAGE
and chattels

MORRIS E. MASON and PEGGY A. MASON, his wife
TO
BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

Cost of Records, $ 1100.

4508

No. Insured

under section of the National Housing Act and Regulations of the Federal Housing Commissioner thereunder

Dated REC'D FOR RECORD IN AND RECORDS OF FEDERAL HOUSING COMMISSIONER

Authorized Agent

1960 MAR 8 AM 12:28

Date & RECORDED IN LIBER OTC

Reference is made to the Act and the Regulations thereunder covering assignments of the insured Section on this date.

GEO. J. CROMWELL, CLERK

THE COLONIAL TITLE GUARANTEE COMPANY
BALTIMORE FEDERAL BUILDING
FAYETTE AND ST. PAUL STREETS
BALTIMORE 2, MARYLAND

No. 15,635 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 31st day of May 19 63 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants, Morris E. Mason and Peggy A. Mason, his wife

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

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

Walter S. Calwell

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

FILED

1963 JUN -3 PM 3:02

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

MORRIS E. MASON AND

PEGGY A. MASON, HIS WIFE

IN THE

BOOK 148 PAGE 412

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,635 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Morris E. Mason and Peggy A. Mason, his wife

to Baltimore Federal Savings and Loan Association

dated the 4th day of March 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1375 Folio 72 .

Amount of Mortgage	$9150.00
Less - amount paid on principal	319.58
	8830.42
Plus - interest to 3/25/63	246.80
	9077.22
Less - balance in expense account	176.50
	8900.72

8830.42
176.50
8653.92

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 31st day of May 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 JUN -3 PM

Clara M. Link Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

15635 Equity

Mortgagee and Attorney's Bond.

BOND NO. 0466-0274-1314-63

1-369

BOOK 12 PAGE 112

BOOK 148 PAGE 413

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore 2, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINE THOUSAND AND NO/100 - ($9,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made 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 3rd day of July 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 Morris E. Mason & Peggy A. Mason, his wife to the Baltimore Federal Savings & Loan Association bearing date the 4th day of March nineteen hundred and sixty, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1375, Folio 72, and

1810 Saunders Way - Anne Arundel County, 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. Link
~~xxxxxx~~ As to Surety:

M. Greller
M. Greller

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

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1963 JUL -9 AM 9:05

Bond approved this 9th day of July, 1963

Louis N. Phipps, Clerk

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 Montgage from Morris E. Mason and Peggy A. Mason, his wife to Baltimore Federal Savings and Loan Association, dated March 4th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1375 folio 72 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wednesday, July 10th, 1963 at 3.10 P.M. (E.D.T.)

all that leasehold lot of ground and improvements 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 No. 10, Block 50, Section 6, as shown on the plat of Harundale, Section 6, dated July 29, 1948, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 29. The improvements thereon being known as No. 1810 Saunders Way.

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

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

The improvements consist of one story dwelling containing 5 rooms, 1 bath, hot water oil fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage

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

Jy-2

BOOK 148 PAGE 414

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
MORRIS E. MASON AND PEGGY A. MASON, HIS WIFE	:	Equity No. 15635

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **March 4th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1375 folio 72** from said **Morris E. Mason and Peggy A. Mason, 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 **10th** day of **July, 1963** at **3.10 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. 10, Block 50, Section 6, as shown on the Plat of Harundale, Section 6, dated July 29, 1948, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 20 folio 29, the improvements whereon are known as No. 1810 Saunders Way; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED
1963 JUL 12 AM 10:58

9

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 Ninety-two Hundred ($9200.00) 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 **11th** day of **July, 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

10

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
MORRIS E, MASON AND PEGGY A. MASON, HIS WIFE	:	Equity No. 15635

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 10th day of July, 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. ASSN.

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

FILED
1963 JUL 12 AM 10:59

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link Notary Public

CALLAHAN AND CALWE'
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 Montgage from Morris E. Mason and Peggy A. Mason, his wife to Baltimore Federal Savings and Loan Association, dated March 4th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1375 folio 72 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wednesday,
July 10th, 1963
at 3.10 P.M. (E.D.T.)

all that leasehold lot of ground and improvements 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 No. 10, Block 50, Section 6, as shown on the plat of Harundale, Section 6, dated July 29, 1948, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 29. The improvements thereon being known as No. 1810 Saunders Way.

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

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

The improvements consist of one story dwelling containing 5 rooms, 1 bath, hot water oil fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage

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

Jy-2

OFFICE

15,635

BOOK 148 PAGE 417

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 12, 1963

We hereby certify, that the annexed

Attorney's Sale

Morris E. Mason

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of July, 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. Tilghman

ORDER NISI

BOOK 148 PAGE 418

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

MORRIS E. MASON AND PEGGY A. MASON, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,635 Equity

Ordered, this 12th day of July, 1963, That the sale of the property in these proeeedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless eause to the eontrary thereof be shown on or before the 19th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, onee in each of three sueeessive weeks before the 19th day of August next.

The report states that the amount of sale was $ 9,200.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty. FOR: MARYLAND GAZETTE July 18th Edition

(Final Order)

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

MORRIS E. MASON AND PEGGY A. MASON, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of August, 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 produee vouehers for the Auditor.

George Sachse

JUDGE.

FILED

1963 AUG 20 PM 12:04

13

ADDITIONAL BOND - BOND NO. 0466-0274-1314-63

Mortgagee and Attorney's Bond.

BOOK 12 PAGE 125 Equity No 15,635 1-369

NEW AMSTERDAM CASUALTY COMPANY

BOOK 148 PAGE 419

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

Know All Men by These Presents:

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

Sealed with our seals, and dated this 15th day of July 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 Morris E. Mason & Peggy A. Mason, his wife, to Baltimore Federal Savings & Loan Association

bearing date the 4th day of March nineteen hundred and sixty-three

and recorded among the Land Records of Anne Arundel County, in Liber G.T.C.

No. 1375, Folio 72, and

1810 Saunders Way - Anne Arundel County, 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. Lynch

~~XXXXX~~:
As to Surety:
M. Greller

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

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
JUL 17 PM 12 54

Bond approved this 17th day of July, 1963
Louis N. Phipps, Clerk

14

Order Nisi

In The
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY
No. 15,635 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
MORRIS E. MASON and PEGGY A. MASON, his wife

Ordered, this 12th day of July, 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 19th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of August next.

The report states that the amount of sale was $9,200.00.

LOUIS N. PHIPPS,
Clerk.

True Copy,
TEST: LOUIS N. PHIPPS
Clerk.

A-8

No. M. G. 5337

15

OFFICE OF

Maryland Gazette

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

BOOK 148 PAGE 420

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 12, 1963

We hereby certify, that the annexed
Order Nisi Sale
Eq. 15,635
Morris E. Mason

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of August, 1963. The first insertion being made the 12th day of July, 1963.

FILED
1963 AUG 12 AM 11:48

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

BOOK 148 PAGE 421

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

MORRIS E. MASON & PEGGY A. MASON, His Wife

In the

Circuit Court

For

Anne Arundel County

No. 15,635 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 SEP -9 PM 1:44

All of which is respectfully submitted.

Arthur A. Anderson Jr.
Auditor.

September ~~11~~ 9, 1963

FINAL ORDER

ORDERED BY THE COURT, this 25th day of September, 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 SEP 25 PM 12:34

16

Dr. Mortgaged Real Estate of Morris E. Mason & Peggy A. Mason, his wife.

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

						Cr.	
By	Amount of Sale, as per Attorney's Report of Sale filed			9,200	00		
By	Interest, 6%, on deferred payment $8,700.00 from 7/10/63 to 8/21/63			64	40		
						9,264	40
To	Attorney, for fee, viz	75	00				
To	Attorney, for commissions, viz	306	00				
				381	00		
To	Attorney, for Court costs, viz						
	Plaintiff's Solicitor, appearance fee	10	00				
	Clerk, Court costs	31	50				
	Auditor, this account	22	50				
				64	00		
To	Attorney, for expenses, viz						
	Capital-Gazette Press, Inc. Advertising & Nisi Sale	99	00				
	New Amsterdam Casualty Company---Bond	36	00				
	E. T. Newell & Co, Inc.---Auctioneer's fee	35	00				
	Notary fees	1	25				
	Adjustment, Ground rent from 5/1/63 to 7/10/63	23	33				
	Adjustment, Taxes from 1/1/63 to 7/10/63	80	42				
				275	00		
To	Baltimore Federal Savings & Loan Assoc., Mortgagor, on account of mortgage claim filed			8,544	40		
						9,264	40
	Balance due on Mortgage, as per claim filed	8,900	72				
	Interest, 5 3/4%, on principal balance, $8,653.92, from 4/26/63 to 9/15/63	192	02				
		9,092	74				
	Credit amount allowed above	8,544	40				
	This amount subject to decree in personam	548	34				

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
DONALD NICHOLAS O'PELL AND LILLIAN MAY O'PELL, HIS WIFE	:	(In Equity)

No. 15,636 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 Donald Nicholas O'Pell and Lillian May O'Pell, his wife to Baltimore Federal Savings and Loan Association, dated January 27th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1367 folio 228.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building,
Baltimore 2, Maryland

Le 9-6841

FILED

1963 JUN -3 PM 3:01

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 148 PAGE 424

BOOK 1367 PAGE 228

MARYLAND

MORTGAGE

No. 15,636 Equity

THIS MORTGAGE, made this 27th day of January, A. D. 1960, by and between DONALD NICHOLAS O'PELL and LILLIAN MAY O'PELL, 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 NINETY-FIVE HUNDRED and 00/100ths Dollars ($9500.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one-fourth per centum (5 1/4 %) per annum until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-two and 46/100ths Dollars ($ 52.46), commencing on the first day of March, 19 60, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 19 90. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 27, Block 47, Section 6, as shown on the Plat of "Harundale, Section 6," dated July 29, 1948, and now recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 29. The improvements thereon being known as No. 1718 Saunders Way.

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 Inland Realty, Inc., unto the within named Mortgagors.

FILED

1963 JUN -3 PM 3:02

* 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:

REFRIGERATOR

ELECTRIC RANGE

WASHING MACHINE

SCREENS & BLINDS

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Twenty ($120.00) Dollars payable half-yearly on the 1st. days of May and November in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

JOHN R. HOLLAND, JR.

Donald Nicholas O'Pell [SEAL]
Donald Nicholas O'Pell

[SEAL]

Lillian May O'Pell [SEAL]
Lillian May O'Pell

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1367 PAGE 232

I HEREBY CERTIFY, That on this 27th day of January, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Donald Nicholas O'Pell and Lillian May O'Pell, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

JOHN R. HOLLAND, JR. *Notary Public.*

11.00

JOHN R. HOLLAND, JR. NOTARY PUBLIC

50460

med

Rec'd for record Jan. 29 1960 at 11:54 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.
DONALD NICHOLAS O'PELL AND
LILLIAN MAY O'PELL, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

BOOK 148 PAGE 428

No. 15,636 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 31st day of May 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, Donald Nicholas O'Pell and Lillian May O'Pell, 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 have 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 JUN -3 PM 3:02

6

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

DONAL NICHOLAS O'PELL AND

LILLIAN MAY O'PELL, HIS WIFE

IN THE BOOK 148 PAGE 429

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,636 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Donald Nicholas O'Pell and Lillian May O'Pell, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **27th** day of **January** 1960, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1367** Folio **228** .

Amount of Mortgage	**$9500.00**
Less - amount paid on principal	**384.66**
	9115.34
Plus - interest to 5/15/63	**259.23**
	9374.57
Plus - overdraft in expense account	**117.15**
	9491.72

9115.34
117.15
9232.49

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **31st** day of **May** 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.

Clara M. Link

Clara M. Link Notary Public

FILED

1963 JUN-3 PM 3:02

7

15636 Equity

Mortgagee and Attorney's Bond. BOND NO. 0466-0274-1315-63 1-369

BOOK 12 PAGE 113

BOOK 148 PAGE 430

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y

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 NINETY-FIVE HUNDRED AND NO/100 - ($9500.00) 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 3rd day of July 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 Donald Nicholas O'Pell & Lillian May O'Pell, his wife, to the Baltimore Federal Savings & Loan Association bearing date the 27th day of January nineteen hundred and sixty, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1367, Folio 228, and

1718 Saunders Way - Anne Arundel County, 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. Sink

~~XXXXXX~~ As to Surety:

M. Greller

M. Greller

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1963 JUL -9 AM 9:00

Bond approved this 9th day of July, 1963

Louis N. Phipps, Clerk

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
DONALD NICHOLAS O'PELL AND LILLIAN MAY O'PELL, HIS WIFE	:	Equity No. 15636

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 10th day of July, 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. ASSN.

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

FILED
1963 JUL 12 AM 10:50

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link Notary Public

9

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 Donald Nicholas O'Pell and Lillian May O'Pell, his wife to Baltimore Federal Savings and Loan Association, dated January 27th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1367 folio 228 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wednesday, July 10th, 1963 at three P.M. (E.D.T.)

all that leasehold lot of ground and improvements 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 No. 27, Block 47, Section 6, as shown on the Plat of "Harundale, Section 6," dated July 29, 1948, and now recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 29. The improvements thereon being known as No. 1718 Saunders Way. Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining.

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

The improvements consist of a one story detached dwelling, containing 5 rooms (3 bedrooms), 1 bath, hot water oil fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage

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

Jy-2

BOOK 148 PAGE 432

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
DONALD NICHOLAS O'PELL AND LILLIAN MAY O'PELL, HIS WIFE	:	Equity No. 15636

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated **January 27th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1367 folio 228** from said **Donald Nicholas O'Pell and Lillian May O'Pell, 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 **10th** day of **July, 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. 27, Block 47, Section 6, as shown on the Plat of "Harundale, Section 6", dated July 29, 1948 and recorded among the Land Records of Anne Arundel County in Plat Book 20 folio 29, the improvements whereon are known as No. 1718 Saunders Way; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1963 JUL 12 AM 10:59

10

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Ninety-two Hundred ($9200.00) 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 **11th** day of **July, 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

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15,636

BOOK 148 PAGE 434

CALLAHAN AND C[illegible]ELL
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 Donald Nicholas O'Pell and Lillian May O'Pell, his wife to Baltimore Federal Savings and Loan Association, dated January 27th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1367 folio 228 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Wednesday,
July 10th, 1963
at three P.M.
(E.D.T.)

all that leasehold lot of ground and improvements 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 No. 27, Block 47, Section 6, as shown on the Plat of "Harundale, Section 6," dated July 29, 1948, and now recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 29. The improvements thereon being known as No. 1718 Saunders Way. Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining

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

The improvements consist of a one story detached dwelling, containing 5 rooms (3 bedrooms), 1 bath, hot water oil fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage

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

Jy-2

OFFIC[illegible] OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 12, 1963

We hereby certify, that the annexed

Attorney's Sale

Donald Nicholas O'Pell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of July, 1963. The first insertion being made the 13th day of June, 1963.

FILED
1963
JUL 12 PM 3:42

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

ORDER NISI

BOOK 148 PAGE 435

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

DONALD NICHOLAS O'PELL AND LILLIAN MAY O'PELL, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,636 Equity

Ordered, this 12th day of July, 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 19th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of August next.

The report states that the amount of sale was $ 9,200.00

Lowell R. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty. FOR: MARYLAND GAZETTE July 18th Edition

(Final Order)

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

DONALD NICHOLAS O'PELL AND LILLIAN MAY O'PELL, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of August, 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 AUG 20 PM 12:04

12

Order Nisi

In The
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY
No. 15,636 Equity

WALTER S. CALWELL
Attorney Named In Mortgage
versus
DONALD NICHOLAS O'PELL and
LILLIAN MAY O'PELL, his wife

Ordered, this 12th day of July, 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 19th day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of August next.

The report states that the amount of sale was $9,200.00.

LOUIS N. PHIPPS,
Clerk.

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

A-8

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 436

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 12, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,636
Donald Nicholas O'Pell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of August, 1963. The first insertion being made the 12th day of July, 1963.

FILED
1963 AUG 12 AM 11:48

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 5338

13

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

DONALD NICHOLAS O'PELL and LILLIAN MAY O'PELL, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 15,636 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 SEP -9 PM 1:44

All of which is respectfully submitted.

Auditor.

September 6, 1963

FINAL ORDER

ORDERED BY THE COURT, this 25th day of September, 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. Tollevik, deputy

FILED

1963 SEP 25 PM 12:34

14

Dr. Mortgaged Real Estate of Donald N. O'Pell & Lillian May O'Pell, his wife

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

Cr.

By	Amount of Sale, as per Attorney's Report of Sale filed			9200	00		
By	Interest, 6%, on deferred payment, $8,700.00 from 7/10/63 to 8/21/63			64	40		
By	Adjustment, 1963 taxes from 7/10/63 to 12/31/63			80	10		
						9344	50
To	Attorney, for fee, viz	50	00				
To	Attorney, for commission, viz	306	00				
				356	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. Advertising & Nisi Sale	97	74				
	New Amsterdam Casualty Company---Bond	38	00				
	E. T. Newell, & Co., Inc.---Auctioneer's fee	35	00				
	Notary fees	1	25				
	Adjustment, Ground rent, 5/1/63 to 7/10/63	23	33				
				195	32		
To	Baltimore Federal Savings & Loan Assoc., Mortgagee, on account of Mortgage claim			8732	68		
						9344	50
	Balance due on Mortgage, as per claim filed	9491	72				
	Interest, 5¼%, on principal balance, $8,998.19, from 5/16/63 to 9/15/63	157	46				
		9649	18				
	Credit amount allowed above	8732	68				
	This amount subject to decree in personam	916	50				

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware, 236 Main Street Annapolis, Maryland, Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
vs.	:	EQUITY NO. 14,483

MRS. JULIAN W. COURTNEY
1513 "A" Street, S.E.
Washington, D. C.

HAYNES L. LOCKLEAR
Tewksbury Place, N.W.
Washington, D. C.

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

Lot Nos. 37 and 38, Section V, as shown on a plat of Beverly Beach (Plat Book 10, folio 9).

MELVILLE C. KERR
514 - 12th Street, N.E.
Washington, D. C.

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

Lot Nos. 45 and 46, Block 18, Section A, as shown on a plat of Herald Harbor on the Severn (Plat Book 4, folio 15).

MRS. ELIZABETH LAMBERT
1142 Morse Street, N.E.
Washington, D. C.

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

Lot Nos. 10 and 11, Block 98, Section C, as shown on a plat of Herald Harbor (Plat Book 4, folio 17).

CARRIE E. NEEDHAM
R. F. D. 3
Rockville, Maryland

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

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1961 JUL 12 PM 2:17

Lot Nos. 1, 2, 3, 4, 64 and 65, Block No. 219, as shown on a plat entitled "Palisades on the Severn, Section H", (Plat Book 1, folio 21).

GERTRUDE THORNTON
1339 Sheperd St., N.W.
Washington, D. C.

Department of Public Welfare
499 Pennsylvania Avenue, N.W.
Washington, D. C.

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

Lot No. 120 as shown on a plat of Bay Highlands (Plat Book 9, folio 49).

EDWARD JAMES PARKER and
DAISY MARIE PARKER, his wife
Pasadena, Maryland

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

Lot approximately 130 ft. x 126.5 ft. x 126 ft. x 210 ft., on the north side of the County Road leading from Lake Shore to the Magothy River Bridge, said road being known as Woods Road, said lot being part of a larger tract, said larger tract being shown as Lot No. 1 on a plat recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 219, folio 162.

FRANK J. MATHAI and
MARGARET R. MATHAI, his wife,
522 South Kenwood Street
Baltimore, Maryland

ROMAN FUEL COMPANY, Judgment Creditor
1727-39 Llewellyn Street
Baltimore, Maryland

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

Lot No. 4, Block AL, as shown on Plat No. 9 of Cape St. Claire (Plat Book 22, folio 6).

MARIE E. SMITH and
CALVIN A. SMITH
6726 Chillem Manor Road
Hyattsville, Maryland

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

Lot Nos. 27 and 28, Block J, as shown on a plat entitled "Cape St. Claire Deep Creek Subdivision Sec. 2" (Plat Book 22, folio 21).

2

MARGARET DREIER
R.F.D. 1, Box 29
Glen Burnie, 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:

One-half acre lot, more or less, west of Oakwood Road.

JOHN C. WAY and
LILLIAN M. WAY, his wife
Pasadena, Maryland

AGNES E. MACEY, Assignee
Address unknown

UNITED STATES OF AMERICA
Judgment Creditor

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

Lot Nos. 8, 9 and 10, Blk. 2, as shown on a plat of Pasadena (Plat Book 27, folio 29).

GEORGE H. BENNER
FANNIE E. BENNER
ROSA MAY KLUGE
RUTH ELIZABETH CHLADA
208 Third Avenue, S.W.
Glen Burnie, Maryland

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

Lot Nos. 35 and 36, Sec. 10, as shown on a plat of Chelsea Beach (Plat Book 4, folio 31).

DABNEY BOOKER and
EVELYN BOOKER, his wife
2047 North Hoffman Street
Baltimore, Maryland

MARY E. GARNER, also known as
MARY E. GARDNER, also known as
MARY GARNER MORTON
Address unknown

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

Lot Nos. 135 and 136, as shown on Plat 2 of Parran Heights (Plat Book 4, folio 10).

3

DANIEL T. SMITH
MRS. D. T. SMITH
c/o Mrs. D. T. Smith
3924 - 11th Street, N.E.
Washington 18, D. C.

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

Lot Nos. 21 and 22, Block B, as shown on a plat of Holladay Park (Plat Book 5, folio 1)

LOUIS RICE
1041 West Lanvale Street
Baltimore, Maryland

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

Lot approximately 82 feet by 187.5 feet near Glen Burnie.

CATHRYN C. PORTER
90 Amsterdam Avenue, Apt. 7D
New York 23, New York

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

Lot Nos. 23 and 24, Block 8, as shown on a plat of Columbia Beach (Plat Book 11, folio 18).

CHRISTOPHER C. KYLE
BERTHA E. KYLE
1716 "M" Street, N.E.
Washington, D. C.

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

Lot No. 19, Block 4, Cape Anne, situated on Bay View Parkway, as shown on a plat entitled "Subdivision Plat of Part of Cape Battee" (Plat Book 6, folio 35).

ETTA L. SHERMAN
1320 Vermont Avenue, N.W.
Washington 6, D. C.

AVALON SHORES, INC. (Serve on Mr. Vito)
602 Kennedy Street, N.W.
Washington 11, D. C.

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

Lot Nos. 2, 4 and 6, Block 26, as shown on a Plat of Section A, Avalon Shores (Plat Book 8, folio 36).

Defendants

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BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That it is a corporation duly organized and existing under the laws of the State of Delaware and duly registered and qualified in the State of Maryland, and brings this action for the purpose of foreclosing the rights of redemption in and to the properties hereinafter set forth under and by virtue of Sections 69-114 inclusive and amendments thereto, of Article 81 of the Annotated Code of Maryland (1957 Ed.).

2. That on October 13, 1959, your Plaintiff, at a regular tax sale, purchased from Edward M. Dunn, Jr., Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County, and received Certificates of Tax Sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, to wit:

(1) Certificate No. 2915 - Lots 37 and 38, 25 ft. x 145 ft. each, Block V as shown on the plat of Beverly Beach, First District, and assessed to Haynes L. Locklear.

(2) Certificate No. 2922 - Lots 45-46, Block 18, Section A, as shown on the plat of Herald Harbor, Second District, and assessed to Melville C. Kerr.

(3) Certificate No. 2923 - Lots 10-11, Block 98, Section C, as shown on the plat of Herald Harbor, Second Election District and assessed to Mrs. E. Lambert.

(4) Certificate No. 2924 - Lots 1 to 4, 64, 65, Block 219, Block 705A situated at Palisades, Second Election District, and assessed to Carrie E. Needham.

(5) Certificate No. 2925 - Lot 120 as shown on the plat of Bay Highlands, Second District and assessed to Gertrude Thornton.

(6) Certificate No. 2928 - 1 lot, .5 acres, Block 215, Imps. situated at Johnstown n.s. Woods Road, Third District and assessed to Edward J. and D. M. Parker.

(7) Certificate No. 2930 - Lot 4, Plat 9, Block A.L., G.T.C. 1125/455 as shown on the plat of Cape St. Claire, Third District and assessed to Frank J. and M. R. Mathai.

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(8) Certificate No. 2931 - Lots 27, 28, Block J, Sec. 2, Deep Creek Sub. Div. J.H.H. No. 933-75 as shown on the Plat of Cape St. Claire, Third District and assessed to Marie E. and Calvin A. Smith.

(9) Certificate No. 2933 - Lot .50 acre, J.H.H.No. 935-68 as shown on the plat of Oakwood Road, Third District and assessed to Margaret Dreier.

(10) Certificate No. 2937 - Lots 8, 9, 10, Block 2, Imps. J.H.H.No. 799-101, as shown on the plat of Pasadena, Third District and assessed to John C. & Lillian Way.

(11) Certificate No. 2942 - Lots 35, 36, Sec. 10, 25 x 120 each as shown on the plat of Chelsea Beach, Third District and assessed to George H. Benner, et al.

(12) Certificate No. 3051 - Lots 135-136, situated at Parron Heights, Fourth District, and assessed to Dabney and Evelyn Booker.

(13) Certificate No. 3052 - Lots 21, 22, Block B as shown on the plat of Holladay Park, Fourth District and assessed Daniel T. Smith.

(14) Certificate No. 3054 - Lot 82 x 187.50 or Lot 13 as situated near Glen Burnie, Fifth District, and assessed to Louis Rice.

(15) Certificate No. 3060 - Lot 23, 24 Block 8 as shown on the plat of Columbia Beach, Seventh District, and assessed to Cathryn C. Porter.

(16) Certificate No. 3062 - Lot 19 Block 4 as shown on the plat of Cape Anne, Seventh District and assessed to Christopher C. & B. Kyle.

(17) Certificate No. 3063 - Lots 2, 4, 6, Block 26, Sec. A, as shown on the plat of Avalon Shores, Seventh District, and assessed to Etta L. Sherman.

3. That said Tax Sale Certificates as hereinbefore set forth, to wit: Numbers 2915, 2922, 2923, 2924, 2925, 2928, 2930, 2931, 2933, 2937, 2942, 3051, 3052, 3054, 3060, 3062 and 3063, dated October 13, 1959, setting forth the aforesaid sales to your Plaintiff, are attached hereto and filed herewith as "Plaintiff's Exhibits" Numbers 1 to 17, inclusive, and are prayed to be read and considered a part hereof as fully as if incorporated herein.

4. That a diligent and careful search of the Land Records, Law and Equity Records, Tax and Assessment Records and the Records of the

Register of Wills of Anne Arundel County reveals:

(1) That Haynes L. Locklear is the record owner of Lot Nos. 37 and 38, Section V, as shown on a plat of Beverly Beach (Plat Book 10, folio 9), by virtue of a deed dated August 27, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 1229 folio 316, from Julian W. Courtney; that said deed fails to disclose the marital status of the said Julian W. Courtney and for that reason, Mrs. Julian W. Courtney is joined herein to foreclose against any interest she might have in the said property, assuming that Julian W. Courtney was married at the time of the above-mentioned conveyance.

(2) That Melville C. Kerr is the record owner of Lot Nos. 45 and 46, Block 18, Sec. A, as shown on a plat of Herald Harbor on the Severn (Plat Book 4, folio 15), by virtue of a deed dated Sept. 15, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 90, folio 204, from Herald Harbor, Inc.

(3) That Mrs. Elizabeth Lambert is the record owner of Lot Nos. 10 and 11, Block 98, Sec. C, as shown on a plat of Herald Harbor (Plat Book 4, folio 17), by virtue of a deed dated Sept. 15, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 90, folio 80, from Herald Harbor, Inc.

(4) That Carrie E. Needham is the record owner of Lot Nos. 1 through 4, 64 and 65, Block 219, as shown on a plat entitled "Palisades on the Severn", Sec. H", (Plat Book 1, folio 21), by virtue of a deed dated Nov. 14, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 31, folio 461, from Arundel Land Corporation, Inc.

(5) That Gertrude Thornton is the record owner of Lot No. 120 as shown on a plat of Bay Highlands (Plat Book 9, folio 49), by virtue of a deed dated July 11, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 529, folio 410, from Marguerite Whetsel Dade, et al., and a deed dated October 10, 1941, and recorded as aforesaid in Liber J.H.H.No. 246, folio 411, from Joseph H. Pepper, late Treas. of Anne Arundel County, et al.; that the Department of Public Welfare is joined herein to foreclose any interest it might have in the said property, by virtue of a public notice of indebtedness against the said property, recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 1167, folio 46, in favor of the said Department of Public Welfare (Old age assistance Case No. 841/720.1).

(6) That Edward James Parker and Daisy Marie Parker, his wife, are record owners of a tract of land measuring approximately 130 feet x 126.5 feet x 126.0 feet x 210 feet, and improvements, on the north side of the County Road leading from Lake Shore to the Magothy River Bridge, by virtue of a deed dated April 14, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 329, folio 287, from Amos Baker and Gladys Baker, his wife.

(7) That Frank J. Mathai and Margaret R. Mathai, his wife, are record owners of Lot No. 4, Block AL, as shown on a plat of Cape St. Claire (Plat Book 22, folio 6), by virtue of a deed dated May 31, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 1125, folio 455, from Arthur E. White and Norma L. White, his wife; that Roman Fuel Company is joined herein to foreclose any interest it may have in said property by virtue of a judgment acquired by it against Mr. and Mrs. Arthur White, immediate predecessor in title to the said Frank J. Mathai

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and Margaret R. Mathai, in the amount of $70.76, plus interest and costs, as evidenced by said Judgment recorded among the Judgment Records of Anne Arundel County in J. P. Docket 10, folio 318.

(8) That Marie E. Smith and Calvin A. Smith are record owners of Lot Nos. 27 and 28, Block J, as shown on a plat entitled "Cape St. Claire Deep Creek Sub-division, Sec. 2" (Plat Book 22, folio 20), by virtue of a deed dated April 26, 1955, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 933, folio 75, from The Tidewater Holding Corp.

(9) That Margaret Dreier is the record owner of one-half acre lot, more or less, west of Oakwood Road, by virtue of a deed dated May 3, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 935, folio 68, from Marta Glaser, et al.

10. That John C. Way and Lillian Way, his wife, are record owners of Lot Nos. 8, 9 and 10, Block 2, as shown on a plat of Pasadena (Plat Book 27, folio 28), by virtue of a deed dated Oct. 28, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 799, folio 101, from Hugh K. Holmes, Trustee; that Agnes E. Macey is joined herein to foreclose any interest she may have in the above property by virtue of a judgment against Lillian Way and Agnes E. Macey dated Feb. 13, 1948, in the amount of $627.00, which said judgment has since been assigned to the use of Agnes E. Macey. (See Law Docket No. 624/313); that the United States of America is joined herein to foreclose any interest it might have in the said property by virtue of a judgment against Lillian M. Way, dated Oct. 14, 1949, in the amount of $271.82, plus interest and costs (See Law Case No. 2267).

11. That George H. Benner, Fannie E. Benner, Rosa May Kluge and Ruth Elizabeth Chlada are record owners of Lot Nos. 35 and 36, Sec. 10, as shown on a plat of Chelsea Beach (Plat Book 4, folio 31), by virtue of a deed dated Oct. 30, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 598, folio 505, from Naomi R. Smith, et al.

12. That Dabney Booker and Evelyn Booker, his wife, are record owners of Lot Nos. 135 and 136, as shown on Plat 2 of Parran Heights (Plat Book 4, folio 10), by virtue of a deed dated Jan. 24, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 787, folio 575, from George W. Morton and Rosa V.Morton, his wife; that Mary E. Gardner, also known as Mary E. Garner, also known as Mary Garner Morton, became seized as to the above property by virtue of a deed from Parran Heights, Inc., dated Nov. 10, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 102, folio 337, that said property, while assessed to the said Mary E. Gardner, was sold at tax sale on Oct. 13, 1936 (Tax Sale Docket 16, page 57), that said sale was not reported until Oct. 28, 1937, more than one year from the date of said tax sale; that said tax sale was therefore defective and said Mary E. Gardner is joined herein to foreclose any interest she might have in the said property.

13. That Daniel T. Smith is record owner of Lot Nos. 21 and 22, Block B, as shown on a plat of Holladay Park (Plat Book 5, folio 1), by virtue of a deed dated Dec. 31, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 27, folio 45, from Holladay Park Corporation; that Mrs. D. T. Smith is joined herein to foreclose against any interest that she might have in the said property.

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14. That Louis Rice is record owner of a tract measuring approximately 82 feet x 187.50 feet, situated near Glen Burnie, by virtue of a deed dated Dec. 10, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 1089, folio 471, from Arrie Davis and Edna Davis, his wife.

15. That Cathryn C. Porter is record owner of Lot Nos. 23 and 24, Block 8, as shown on a plat of Columbia Beach (Plat Book 11, folio 18), by virtue of a deed dated May 16, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 332, folio 107, from Columbia Beach, Inc.

16. That Christopher C. Kyle and Bertha E. Kyle, his wife, are record owners of Lot No. 19, Block 4, Cape Anne, as shown on a plat entitled "Subdivision Plat of Part of Cape Battee" (Plat Book 6, folio 35), by virtue of a deed dated Sept. 6, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 208, folio 91, from Edgar D. Turner and H. Ray Kingsley, Trustees.

17. That Etta L. Sherman is record owner of Lot Nos. 2, 4 and 6, Block 26, as shown on a plat of Section A, Avalon Shores, (Plat Book 8, folio 36), by virtue of a deed dated Dec. 21, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 321, folio 285, from Avalon Shores, Inc.; that Avalon Shores, Inc., is joined herein to foreclose any interest it might have by virtue of a covenant in the above mentioned deed, providing that one dollar per lot per year is to be paid by the said Etta L. Sherman to Avalon Shores, Inc., and that failure to make said payments would constitute a lien against the said lots.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein nor by anyone claiming through them, although more than one year and a day has elapsed from the aforesaid date of the aforesaid tax sale.

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 13, 1957, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County and the City of Annapolis, and plaintiff bid and paid for the aforesaid Tax Sale Certificates the following amounts:

9

CERTIFICATE NO.	BID	AMOUNT PAID
2915	$130.00	$ 47.26
2922	21.56	21.56
2923	26.11	26.11
2924	28.69	28.69
2925	32.09	32.09
2928	54.51	54.51
2930	150.00	52.69
2931	325.00	41.27
2933	395.00	41.27
2937	300.00	157.94
2942	30.30	30.30
3051	38.78	38.78
3052	21.93	21.93
3054	130.00	33.21
3060	150.00	48.26
3062	36.52	36.52
3063	30.48	30.48

7. That the amounts necessary for redemption of each of the aforesaid Tax Sale Certificates are as follows:

CERTIFICATE NO.	AMOUNT DUE
2915	$ 47.26
2922	21.56
2923	26.11
2924	28.69
2925	32.09
2928	54.51
2930	52.69
2931	41.27
2933	41.27
2937	157.94
2942	30.30
3051	38.78
3052	21.93
3054	33.21
3060	48.26
3062	36.52
3063	30.48

Plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificates of Tax Sale and costs on each of the above Certificates.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

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

(2) That an Order of Publication be granted unto your

Plaintiff, directed to the Defendants and to all parties in interest, commanding them to appear in this Court on some certain day to be stated therein and answer the exigencies of this Bill of Complaint.

(3) That this Court enter a Final Decree foreclosing all rights of redemption of the Defendants and all persons having or claiming to have any interest in the hereinabove described property.

(4) That the Final Decree herein provide that the Treasurer for Anne Arundel County execute to Plaintiff a Deed to the properties herein involved vesting in Plaintiff a good and marketable title, indefeasible and absolute, in fee simple, and free and clear of any and all liens, claims and encumbrances to date of said Decree.

(5) And for such other and further relief as the nature of this case may require and may seem just and proper to this Court.

AND as in duty bound, etc.

SOUTHERN MUNICIPAL CORPORATION

By C. Maurice Weidemeyer
C. Maurice Weidemeyer, Pres.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

Thomas M. Schifanelli
Thomas M. Schifanelli
236 Main St., Annapolis, Md.
Colonial 3-3957
Attorneys for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To wit:

C. MAURICE WEIDEMEYER, being first duly sworn and on oath deposes and says that he is the President of SOUTHERN MUNICIPAL CORPORATION, Plaintiff herein, and he has read the foregoing Bill of Complaint to Foreclose Equities of Redemption by him signed and knows the contents thereof and verily believes same to be true to the best of his knowledge and belief.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 11th day of July, 1961.

Mary Harrison
Mary Harrison - Notary Public

PLAINTIFF'S EXHIBIT NO. 1

Nº 2915 CERTIFICATE OF TAX SALE BOOK 148 PAGE 450

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 13th 1959, I sold to Southern Municipal Corp. at public auction for the sum of 130.00 Dollars and ..... Cents, of which 47.26 Dollars has been paid as a deposit on the property in Dist. 1 described as Lots 37-38 - 25x145 each. Blk V as shown on the plat of Beverley Beach

and assessed to Haynes L. Locklear.

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 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth McKinney
Notary Public.

My Commission Expires May 1, 1961

FILED

1961 JUL 12 PM 2:17

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PLAINTIFF'S EXHIBIT NO.2

BOOK 148 PAGE 451

Nº 2922 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 13th 1959, I sold Southern Municipal Corp at public auction for the sum of 21 56 Dollars and ..... Cents, of which 21 56 Dollars has been paid as a deposit on the property in District 2 described as Lot 45-46 Blk 18 Sec A as shown on the plat of Herald Harbor

and assessed to Melville A Kerr

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 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr
Collector

State of Maryland, Anne Arundel County, Sct

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M Dunn Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act

Witness my hand and seal Notarial,

Ruth M Lawrence
Notary Public

My Commission Expires May 1, 1961

FILED
1961 JUL 12 PM 2 17

13

PLAINTIFF'S EXHIBIT NO. 3

№ 2923 CERTIFICATE OF TAX SALE BOOK 148 PAGE 452

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 13th 1959, I sold to Southern Municipal Corp at public auction for the sum of 26 11/12 Dollars and ..... Cents, of which 26 11/12 Dollars has been paid as a deposit on the property in Dist 2 described as Lots 10-11 Bek 98 See C as shown on the plat of Herald Harbor.

and assessed to Mrs. E. Lambert.

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 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr.
Collector

State of Maryland, Anne Arundel County, Sct

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act

Witness my hand and seal Notarial,

Ruth M. Levine
Notary Public

My Commission Expires May 1, 1961

FILED
1961 JUL 12 PM 2 17

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PLAINTIFF'S EXHIBIT NO. 4

Nº 2924 CERTIFICATE OF TAX SALE BOOK 148 PAGE 453

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 13th 1959, I sold to Southern Municipal Corp at public auction for the sum of 28 69/xx Dollars and ..... Cents, of which 28 69/xx Dollars has been paid as a deposit on the property in Dist. 2 described as Lots 1 to 4, 64, 65 Bek 219 Bek 705 A situated at Palisades

and assessed to Carrie E. Needham

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 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr.
Collector

State of Maryland, Anne Arundel County, Sct

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act

Witness my hand and seal Notarial,

Ruth M. Lewis
Notary Public

My Commission Expires May 1, 1961

FILED
1961 JUL 12 PM 2 17

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PLAINTIFF'S EXHIBIT NO. 5

Nº 2925 CERTIFICATE OF TAX SALE BOOK 148 PAGE 454

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 13th 1959, I sold to Southern Municipal Corp at public auction for the sum of 32 09/xx Dollars and ..... Cents, of which 32 09/xx Dollars has been paid as a deposit on the property in Dist. 2 described as Lot 120 as shown on the plat of Bay Highlands

and assessed to Gertrude Thornton.

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 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lewis
Notary Public.

My Commission Expires May 1, 1961

FILED
1961 JUL 12 PM 2:17

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PLAINTIFF'S EXHIBIT NO. 6

( )

Nº 2928 CERTIFICATE OF TAX SALE

BOOK 148 PAGE 455

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 13th 1959, I sold to Southern Municipal Corp. at public auction for the sum of 54 51/100 Dollars and ____ Cents, of which 54 51/100 Dollars has been paid as a deposit on the property in Dist. 3 described as 1 lot, .5 acres Bek. 215 Imps situated at Johnstown N. S. Woods Road

and assessed to Edward J + D. M Parker.

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 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr.
Collector

State of Maryland, Anne Arundel County, Sct

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act

Witness my hand and seal Notarial,

Ruth M. Lane
Notary Public

My Commission Expires May 1, 1961

FILED

1961 JUL 12 PM 2 17

17

PLAINTIFF'S EXHIBIT NO. 7

Nº 2930 CERTIFICATE OF TAX SALE BOOK 148 PAGE 456

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 13th 1959, I sold to Southern Municipal Corp. at public auction for the sum of 150.00 Dollars and ..... Cents, of which 52.69 Dollars has been paid as a deposit on the property in District 3 described as Lot 4 Plat 9 Bet A.L. STC 1125-455 as shown on the plat of Pape St Claire

and assessed to Frank J + M. R. Mathai

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 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth R. Lucas
Notary Public.

My Commission Expires May 1, 1961

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PLAINTIFF'S EXHIBIT NO. 8

Nº 2931 CERTIFICATE OF TAX SALE BOOK 148 PAGE 457

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 13th 1959, I sold ~~to~~ Southern Municipal Corp. at public auction for the sum of 325.00 Dollars and ..... Cents, of which 41.27 Dollars has been paid as a deposit on the property in Dist. 3 described as Lots 27, 28 Blk J Sec 2 Deep Creek Sub. Div JHH 933-15 as shown on the plat of Pope St Claire

and assessed to Marie E + Calvin A Smith

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 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. [illegible]
Notary Public.

My Commission Expires May 1, 1961

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1961 JUL 12 PM 2:17

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PLAINTIFF'S EXHIBIT NO. 9

Nº 2933 CERTIFICATE OF TAX SALE

BOOK 148 PAGE 458

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 13th 1959, I sold to Southern Municipal Corp. at public auction for the sum of 395.00 Dollars and ..... Cents, of which 41.27 Dollars has been paid as a deposit on the property in 3rd District described as Lot .50 acres JHH 935-68 as shown on the plat of Oakwood Road.

and assessed to Margaret Oreier

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 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth B. [illegible]
Notary Public.

My Commission Expires May 1, 1961

FILED
1961 JUL 12 PM 2:17

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PLAINTIFF'S EXHIBIT No. 10

No. 2937 CERTIFICATE OF TAX SALE BOOK 148 PAGE 459

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 13th 1959, I sold to Southern Municipal Corp. public auction for the sum of 300.00 Dollars and ..... Cents, of which 157.94 Dollars has been paid as a deposit on the property in District 3 described as Lots 8, 9, 10 Blk 2 Imps JHH 799-101, as shown on the plat of Pasadena

and assessed to John A & Lillian Gray.

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 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. [illegible]
Notary Public.

My Commission Expires May 1, 1961

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PLAINTIFF'S EXHIBIT NO. 11

No. 2942 CERTIFICATE OF TAX SALE

BOOK 148 PAGE 460

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 13th 1959, I sold to Southern Municipal Corp at public auction for the sum of 30 30 Dollars and ..... Cents, of which 30 30 Dollars has been paid as a deposit on the property in 3rd Dist. described as Lots 35, 36 Sec. 10. 25x100 each as shown on the plat of Pikes Beach

and assessed to George H. Benner et al (arrears)

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 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr
Collector

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lessner
Notary Public

My Commission Expires May 1, 1961

FILED

1961 JUL 12 PM 2:17

PLAINTIFF'S EXHIBIT NO. 12

Nº 3051 CERTIFICATE OF TAX SALE BOOK 148 PAGE 461

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 13th 1959, I sold to SOUTHERN MUNICIPAL CORPORATION at public auction for the sum of 38 78 Dollars and ____ Cents, of which 38 78 Dollars has been paid as a deposit on the property in Dist. 4 described as Lots 135-136, situated at Parron Hgts (Arrears) and assessed to Dabney & Evelyn Booker

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 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Laning
Notary Public.

My Commission Expires May 1, 1961

FILED
1961 JUL 12 PM 2:17

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PLAINTIFF'S EXHIBIT No. 13

No. 3052 CERTIFICATE OF TAX SALE

BOOK 148 PAGE 462

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 13th 1959, I sold to SOUTHERN MUNICIPAL CORPORATION at public auction for the sum of 21.93 Dollars and ____ Cents, of which 21 93 Dollars has been paid as a deposit on the property in Dist. 4 described as Lots 21, 22 Blk L as shown on the plat of Holiday Park (arrears)

and assessed to Daniel T. Smith

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 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lewis
Notary Public.

My Commission Expires May 1, 1961

FILED
1961 JUL 12 PM 2:18

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PLAINTIFF's EXHIBIT NO. 14

No. 3054 **CERTIFICATE OF TAX SALE** BOOK 148 PAGE 463

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 13th 1959, I sold to SOUTHERN MUNICIPAL CORPORATION at public auction for the sum of 130.00 Dollars and ____ Cents, of which 33.21 Dollars has been paid as a deposit on the property in Dist. 5 described as Lot 82 x 187.50 or Lot 13 as situated near Glen Burnie

and assessed to Louis Rice (Arrears)

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 14th 1960, 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 13 day of oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Fowler
Notary Public.

My Commission Expires May 1, 1961

FILED
1961 JUL 12 PM 2:18

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PLAINTIFF'S EXHIBIT No. 15

BOOK 148 PAGE 464

No. 3060 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 13th 1959, I sold to SOUTHERN MUNICIPAL CORPORATION at public auction for the sum of 150.00 Dollars and ..... Cents, of which 48.26 Dollars has been paid as a deposit on the property in Dist. 7 described as Lots 23, 24 Bek 8 as shown on the plat of Columbia Beach

and assessed to Kathryn A. Porter.

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 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lemmo
Notary Public.

My Commission Expires May 1, 1961

FILED
1961 JUL 12 PM 2:18

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PLAINTIFF'S EXHIBIT NO. 16

BOOK 148 PAGE 465

Nº 3062 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 13th 1959, I sold to SOUTHERN MUNICIPAL CORPORATION at public auction for the sum of 36.52 Dollars and ____ Cents, of which 36.52 Dollars has been paid as a deposit on the property in Dist. 7. described as Lot 19 Bek 4 as shown on the plat of Cape Anne

and assessed to Christopher C & B Kyle.

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 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. [illegible]
Notary Public.

My Commission Expires May 1, 1961

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27

PLAINTIFF'S EXHIBIT NO. 17

No. 3063 CERTIFICATE OF TAX SALE

BOOK 148 PAGE 466

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 13th 1959, I sold to SOUTHERN MUNICIPAL CORPORATION at public auction for the sum of 30 48 Dollars and ..... Cents, of which 30 48 Dollars has been paid as a deposit on the property in Dist. 7 described as Lots 2, 4, 6, Bek 26 See G. as shown on the plat of Avalon Shores

and assessed to Etta L. Sherman

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 14th 1960, 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 13 day of Oct 1959

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of October, 1959, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Levine
Notary Public.

My Commission Expires May 1, 1961

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1961 JUL 12 PM 2:18

C. Maurice Weidemeyer
Thomas M. Schifanelli
236 Main Street
Annapolis, Maryland
Attorneys

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SOUTHERN MUNICIPAL CORPORATION,
a body corporate of the State
of Delaware,
236 Main St.
Annapolis, Maryland,
Plaintiff

IN EQUITY

EQUITY NO. 14483

vs.

MRS. JULIAN W. COURTNEY
1513 "A" Street, S. E.
Washington, D. C.

MELVILLE C. KERR
514 - 12th Street, N.E.
Washington, D. C.

MRS. ELIZABETH LAMBERT
1142 Morse Street, N.E.
Washington, D. C.

CARRIE E. NEEDHAM
R.F.D. 3
Rockville, Maryland

GERTRUDE THORNTON
1339 Sheperd St.,N.W.
Washington, D. C.

DEPARTMENT OF PUBLIC WELFARE
499 Pennsylvania Ave., N.W.
Washington, D. C.

EDWARD JAMES PARKER and
DAISY MARIE PARKER, his wife
Pasadena, Maryland

FRANK J. MATHAI and
MARGARET R. MATHAI, his wife
522 South Kenwood St.
Baltimore, Maryland

ROMAN FUEL COMPANY, Judgment Creditor
1727-39 Llewellyn St.
Baltimore, Maryland

MARIE E. SMITH and
CALVIN A. SMITH
6726 Chillem Manor Road
Hyattsville, Maryland

HAYNES L. LOCKLEAR
Tewksbury Place, N.W.
Washington, D. C.

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29

MARGARET DREIER
R.F.D. 1, Box 29
Glen Burnie, Maryland

JOHN C. WAY and
LILLIAN M. WAY, his wife
Pasadena, Maryland

AGNES E. MACEY, Assignee
Address unknown

UNITED STATES OF AMERICA
Judgment Creditor

GEORGE H. BENNER
FANNIE E. BENNER
ROSA MAY KLUGE
RUTH ELIZABETH CHLADA
208 Third Avenue, S.W.
Glen Burnie, Maryland

DABNEY BOOKER and
EVELYN BOOKER, his wife
2047 North Hoffman Street
Baltimore, Maryland

MARY E. GARNER, also known as
MARY E. GARDNER, also known as
MARY GARNER MORTON
Address unknown

DANIEL T. SMITH
MRS. D. T. SMITH
c/o Mrs. D. T. Smith
3924 - 11th St., N.E.
Washington 18, D. C.

LOUIS RICE
1041 West Lanvale St.
Baltimore, Maryland

CATHRYN C. PORTER
90 Amsterdam Ave., Apt. 7D
New York 23, New York

CHRISTOPHER C. KYLE
BERTHA E. KYLE
1716 "N" Street, N.E.
Washington, D. C.

ETTA L. SHERMAN
1320 Vermont Ave., N.W.
Washington 6, D. C.

AVALON SHORES, INC., (Serve on Mr. Vito)
602 Kennedy Street, N.W.
Washington 11, D. C.

30

AND the unknown heirs, alienees, devisees and assignees of the foregoing and any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

DISTRICT	DESCRIPTION	CERT NO.
(1) First	Lot Nos. 37 and 38, Section V, as shown on a plat of Beverly Beach (Plat Book 10, folio 9) (More particularly described in G.T.C.No. 1229, folio 316).	2915
(2) Second	Lot Nos. 45 and 46, Block 18, Section A, as shown on a plat of Herald Harbor on the Severn (Plat Book 4, folio 15). (More particularly described in W.N.W. No. 90, folio 204).	2922
(3) Second	Lot Nos. 10 and 11, Block 98, Section C, as shown on a plat of Herald Harbor. (Plat Book 4, folio 17). (More particularly described in W.N.W. No. 90, folio 80).	2923
(4) Second	Lot Nos. 1, 2, 3, 4, 64 and 65, Block No. 219, as shown on a plat entitled "Palisades on the Severn, Section H" (Plat Book 1, folio 21). (More particularly described in F.S.R. No. 31, folio 461).	2924
(5) Second	Lot No. 120, as shown on plat of Bay Highlands (Plat Book 9, folio 49). (More particularly described in J.H.H.No. 529, folio 410 and J.H.H.No. 246, folio 411).	2925
(6) Third	Lot approximately 130 ft. x 126.50 ft. x 126 ft. x 210 ft., north side of the County Road leading from Lake Shore to the Magothy River Bridge, said road being known as Woods Road. (More particularly described in J.H.H.No. 329, folio 287).	2928
(7) Third	Lot No. 4, Block AL, as shown on plat No.9 of Cape St. Claire (Plat Book 22, folio 6). (More particularly described in G.T.C.No. 1125, folio 455.)	2930
(8) Third	Lot Nos. 27 and 28, Block J. as shown on a plat entitled "Cape St. Claire, Deep Creek Subdivision Sec. 2" (Plat Book 22, folio 21). (More particularly described in J.H.H.No. 933, folio 75).	2931

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(9) Third	One-half acre, more or less, west of Oakwood Road. (More particularly described in J.H.H.No. 935, folio 68).	2933
(10) Third	Lot Nos. 8, 9 and 10, Block 2, as shown on aplat of Pasadena (Plat Book 27, folio 28). (More particularly described in J. H. H. No. 799, folio 101).	2937
(11) Third	Lot Nos. 35 and 36, Sec. 10, as shown on a plat of Chelsea Beach (Plat Book 4, folio 31). (More particularly described in J.H.H.No. 598, folio 505).	2942
(12) Fourth	Lot Nos. 135 and 136, as shown on Plat 2 of Parran Heights (Plat Book 4, folio 10). (More particularly described in J.H.H. No. 787, folio 575).	3051
(13) Fourth	Lot Nos. 21 and 22, Block B, as shown on plat of Holladay Park (Plat Book 5, folio 1). (More particularly described in F.S.R. 27, folio 45).	3052
(14) Fifth	Lot 82 ft. x 187.50 ft., situated near Glen Burnie. (More particularly described in G.T.C.No. 1089, folio 471).	3054
(15) Seventh	Lot Nos. 23 and 24, Block 8, as shown on the plat of Columbia Beach (Plat Book 11, folio 18). (More particularly described in J.H.H. 332, folio 107).	3060
(16) Seventh	Lot No. 19, Block 4, as shown on the plat entitled "Sub-division Plat of Part of Cape Battee" (Plat Book 6, folio 35). Sold as lot 19, Block 4 as shown on the Plat of Cape Anne. (More particularly described in J.H.H.No. 208, folio 91).	3062
(17) Seventh	Lot Nos. 2, 4 and 6, Block 26, as shown on a plat of Section A, Avalon Shores (Plat Book 8, folio 36). (More particularly described in J.H.H.No. 321, folio 285).	3063

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, and sold on the 13th day of October, 1959, by Edward M. Dunn, Jr.,

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Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates, and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. 2915 - Lots 37-38, 25 ft. x 145 ft. each. Blk V as shown on the plat of Beverly Beach, First Election District and assessed to Haynes L. Locklear, and sold to the Plaintiff for $130.00, of which sum $47.26 has been paid.

(2) Certificate No. 2922 - Lot 45-46 Blk 18 Sec A as shown on the plat of Herald Harbor, Second Election District and assessed to Melville C. Kerr, and sold to the Plaintiff for $21.56, all of which sum has been paid.

(3) Certificate No. 2923 - Lots 10-11 Blk 98 Sec. C as shown on the plat of Herald Harbor, assessed to Mrs. E. Lambert and sold to the Plaintiff for $26.11, all of which sum has been paid, Second Election District.

(4) Certificate No. 2924 - Lots 1 to 4, 64, 65 Blk 219, Blk 705A situated at Palisades, Second Election District, and assessed to Carrie E. Needham, and sold to the Plaintiff for $28.69, all of which sum has been paid.

(5) Certificate No. 2925 - Lot 120 as shown on the plat of Bay Highlands, Second Election District, and assessed to Gertrude Thornton and sold to the Plaintiff for $32.09, all of which sum has been paid.

(6) Certificate No. 2928 - 1 lot, .5 acres, Blk 215 Imps situated at Johnstown N.S. Woods Road, Third Election District and assessed to Edward J. and D. M. Parker, and sold to the Plaintiff for $54.51, all of which sum has been paid.

(7) Certificate No. 2930 - Lot 4, Plat 9 Blk A.L. GTC 1125-455 as shown on the plat of Cape St.Claire,Third Election District, and assessed to Frank J. & M.R. Mathai and sold to the Plaintiff for $150.00, of which sum, $52.69 has been paid.

(8) Certificate No. 2931 - Lots 27, 28 Blk J Sec. 2, Deep Creek Subdivision J.H.H. 933-75 as shown on the plat of Cape St. Claire, Third Election District, and assessed to Marie E. & Calvin A. Smith and sold to the Plaintiff for $325.00, of which sum $41.27 has been paid.

(9) Certificate No. 2933 - Lot .50 acres J.H.H.935-68, just west of Oakwood Road, as shown on the plat of Oakwood Road, Third Election District, and assessed to Margaret Dreier, and sold to Plaintiff for $395.00, of which sum $41.27 has been paid.

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(10) Certificate No. 2937 - Lots 8, 9, 10 Blk 2 Imps JHH 799-101, as shown on the plat of Pasadena, Third Election District and assessed to John C. & Lillian Way, and sold to Plaintiff for $300.00, of which sum $157.94 has been paid.

(11) Certificate No. 2942 - Lots 35, 36 Sec. 10, 25 ft. x 120 each as shown on the plat of Chelsea Beach, Third Election District,and assessed to George H. Benner et al., and sold to Plaintiff for $30.30, all of which sum has been paid.

(12) Certificate No. 3051 - Lots 135-136, situated at Parron Heights, Fourth Election District and assessed to Dabney and Evelyn Booker, and sold to Plaintiff for $38.78, all of which sum has been paid.

(13) Certificate No. 3052 - Lots 21, 22 Blk B as shown on the plat of Holladay Park, Fourth Election District and assessed to Daniel T. Smith, and sold to Plaintiff for $21.93, all of which sum has been paid.

(14) Certificate No. 3054 - Lot 82 ft. x 187.50 ft. or lot 13 as situated near Glen Burnie, Fifth Election District, and assessed to Louis Rice, and sold to Plaintiff for $130.00,of which sum #33.21 has been paid.

(15) Certificate No. 3060 - Lots 23, 24 Blk 8 as shown on the plat of Columbia Beach, Seventh Election District and assessed to Cathryn C. Porter, and sold to the Plaintiff for $150.00, of which sum $48.26 has been paid.

(16) Certificate No. 3062 - Lot 19 Blk 4, as shown on a plat entitled "Subdivision Plat of Part of Cape Battee", sold as "Lot 19 Blk 4 as shown on the plat of Cape Anne", Seventh Election District, assessed to Christopher C. & B. Kyle, and sold to Plaintiff for $36.52, all of which sum has been paid.

(17) Certificate No. 3063 - Lots 2, 4, 6 Blk 26 Sec. A as shown on the plat of Avalon Shores, Seventh Election District,and assessed to Etta L. Sherman, and sold to Plaintiff for $30.48, 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 13, 1959.

It is thereupon this 12th day of July, 1961, 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

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the 21st day of September, 1961, next, warning the said Mrs. Julian W. Courtney, Haynes L. Locklear, Melville C. Kerr, Mrs. Elizabeth Lambert, Carrie E. Needham, Gertrude Thornton, Department of Public Welfare, of Washington, D. C., Edward James Parker, Daisy Marie Parker, Frank J. Mathai, Margaret R. Mathai, Roman Fuel Company, Marie E. Smith, Calvin A. Smith, Margaret Dreier, John C. Way, Lillian Way, George H. Benner, Fannie E. Benner, Rosa May Kluge, Ruth Elizabeth Chlada, Dabney Booker, Evelyn Booker, Mary E. Garner, also known as Mary E. Gardner, also known as Mary Garner Morton, Daniel T. Smith, Mrs. D. T. Smith, Louis Rice, Cathryn C. Porter, Christopher C. Kyle, Bertha E. Kyle, Etta L. Sherman and Avalon Shores, Inc., and any and all persons having or claiming to have any interest in the above mentioned parcels of land and improvements thereon, and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 21st day of September, 1961, and redeem the aforementioned property and answer the Bill of Complaint, or thereafter, a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, Southern Municipal Corporation, a title free and clear of all encumbrances.

George T. Cromwell

George T. Cromwell, Clerk

35

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff,	:	IN EQUITY
vs.	:	No. 14,483
MRS. JULIAN W. COURTNEY, et al.	:	
	:	

ANSWER AND DISCLAIMER

For Answer to the Bill of Complaint filed herein, Josie S. Thompson, says as follows:

1. That she is an adult and the only child of Daniel T. Smith, who died in the District of Columbia in August, 1947; that Daniel T. Smith was survived by his widow, Mary Elizabeth Smith, and his daughter, Josie S. Thompson; that she and her mother have each received notice of these proceedings but due to the fact that the lots are of little value, she does not desire to redeem the lots from this foreclosure proceeding and therefore disclaims any further interest in the said lots, namely, Lots 21 and 22, Block B, Holladay Park.

Josie S Thompson
Josie S. Thompson

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

Josie S. Thompson, being first duly sworn and on oath deposes and says that she has read the foregoing answer and disclaimer by her subscribed and verily believes the same to be true.

AS WITNESS my hand and Notarial Seal this 25th day of July, 1961.

Mary Harrison
Mary Harrison - Notary Public

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1961 JUL 26 PM 2:51

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BOOK 148 PAGE 475

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware 236 Main Street Annapolis, Maryland, Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
vs.	*	
MRS. JULIAN W. COURTNEY 1513 "A" Street, S.E. Washington, D. C. et al., Defendants	*	EQUITY NO. 14,483

STIPULATION AND AGREEMENT

It is stipulated and agreed that Frank J. Mathai and Margaret R. Mathai, his wife, are entitled to redeem Certificate No. 2930, herein, which applies to Lot 4, Block A L, as shown on Plat 9, Cape St. Clair, Anne Arundel County, Maryland, and that the amounts necessary for redemption are as follows:

To be paid to the Plaintiff:

Attorney's Fee	$25.00	
Title Examination	25.00	
Proportionate amount of Court costs (approximate)	15.00	
Advertising (Approximate)	25.00	
		$90.00

To be paid to the County Treasurer:

Amount of Certificate No. 2930	$52.69	
Interest at 6% from October 13, 1959 to August 31, 1961	5.80	
Taxes for 1960	19.33	
Taxes for 1961	18.36	
		96.18
		$186.18

C. Maurice Weidemeyer
(C. Maurice Weidemeyer)
Attorney for Plaintiff

Charles F. Stein
(Charles F. Stein)
Attorney for Frank J. Mathai and wife

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ORDER OF COURT

UPON consideration of the aforegoing Stipulation and Agreement, it is this 9th day of August, 1961, by the Circuit Court for Anne Arundel County, In Equity, ORDERED that the amounts necessary for redemption of Certificate No. 2930, covering Lot 4, Block A L, as shown on Plat 9 of Cape St. Clair, are as follows:

To be paid to the County Treasurer:

Amount of Certificate No. 2930	$52.69
Interest at 6% from October 13, 1959 to August 31, 1961	5.80
Taxes for 1960	19.33
Taxes for 1961	18.36
Total	$96.18

To be paid to the Plaintiff:

Attorney's Fee	$25.00
Title Examination	25.00
Proportionate amount of Court costs	15.00
Advertising	25.00
	$90.00

And that upon payment of the same, to the County and to the Plaintiff as aforesaid said Certificate No. 2930 and said property shall stand redeemed from the Tax Sale.

D. Bowie Duckett
Judge

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38

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware 236 Main Street Annapolis, Maryland, Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
vs.	*	
MRS. JULIAN W. COURTNEY 1513 "A" Street, S.E. Washington, D. C. et al., Defendants	*	EQUITY NO. 14,483

ORDER OF SATISFACTION

MR. CLERK:

Please enter Certificate No. 2930 covering property known as Lot 4, Block A L, as shown on Plat 9, Cape St. Clair, redeemed from this proceeding.

C. Maurice Weidemeyer
(C. Maurice Weidemeyer)
Attorney for Plaintiff

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1961 AUG -8 PM 12:10

FILED
1961 AUG -9 PM 4:23

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39

BOOK 148 PAGE 478

C. MAURICE WEIDEMEYE
THOMAS M. SCHIFANELL
236 West Street
Annapolis, Maryland
Attorneys

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

In Equity

Equity No. 14,483

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware,
236 Main St.
Annapolis, Maryland
Plaintiff

vs.

MRS. JULIAN W. COURTNEY
1513 "A" Street, S. E.
Washington, D. C.
MELVILLE C. KERR
514 - 12th Street, N.E.
Washington, D. C.
MRS. ELIZABETH LAMBERT
1142 Morse Street, N.E.
Washington, D. C.
CARRIE E. NEEDHAM
R.F.D. 3
Rockville, Maryland
GERTRUDE THORNTON
1339 Sheperd St., N.W.
Washington, D. C.
DEPARTMENT OF PUBLIC WELFARE
499 Pennsylvania Ave., N.W.
Washington, D. C.
EDWARD JAMES PARKER and DAISY MARIE PARKER, his wife
Pasadena, Maryland
FRANK J. MATHAI and MARGARET R. MATHAI, his wife
522 South Kenwood St.
Baltimore, Maryland
ROMAN FUEL COMPANY, Judgment Creditor
1727-39 Llewellyn St.
Baltimore, Maryland
MARIE E. SMITH and CALVIN A. SMITH
6726 Chillem Manor Road
Hyattsville, Maryland
HAYNES L. LOCKLEAR
Tewksbury Place, N.W.
Washington, D. C.
MARGARET DREIER
R.F.D. 1, Box 29
Glen Burnie, Maryland

64 and 65, Block No. 219, as shown on a plat entitled "Palisades on the Severn, Section H" (Plat Book 1, folio 21). (More particularly described in F.S.R. No. 31, folio 461). CERT NO. 2924

(5) Second Lot No. 120, as shown on plat of Bay Highlands (Plat Book 9, folio 49). (More particularly described in J.H.H. No. 529, folio 410 and J.H.H. No. 246, folio 411). CERT NO. 2925

(6) Third Lot approximately 130 ft. x 126.50 ft. x 126 ft. x 210 ft., north side of the County Road leading from Lake Shore to the Magothy River Bridge, said road being known as Woods Road. (More particularly described in J.H.H. No. 329, folio 287). CERT NO. 2928

(7) Third Lot No. 4, Block AL, as shown on plat No. 9 of Cape St. Claire (Plat Book 22, folio 6). (More particularly described in G.T.C. No. 1125, folio 455.) CERT NO. 2930

(8) Third Lot Nos. 27 and 28, Block J, as shown on a plat entitled "Cape St. Claire, Deep Creek Subdivision Sec. 2" (Plat Book 22, folio 21). (More particularly described in J.H.H. No. 933, folio 75). CERT NO. 2931

(9) Third One-half acre, more or less, west of Oakwood Road. (More particularly described in J.H.H. No. 935, folio 68). CERT NO. 2933

(10) Third Lot Nos. 8, 9 and 10, Block 2, as shown on a plat of Pasadena (Plat Book 27, folio 28). (More particularly described in J.H.H. No. 799, folio 101). CERT NO. 2937

(11) Third Lot Nos. 35 and 36, Sec. 10, as shown on a plat of Chelsea Beach (Plat Book 4, folio 31). (More particularly described in J.H.H. No. 598, folio 505). CERT NO. 2942

Fourth Lot Nos. 135 and 136, shown on Plat 2 of Parran Heights (Plat Book 4, folio 10). More particularly described in J.H.H. No. 787, folio 575). CERT NO. 3051

(13) Fourth Lot Nos. 21 and 22, Block B, as shown on Plat of Holladay Park (Plat Book 5, folio 1). (More particularly described in F.S.R. 27, folio 45). CERT NO. 3052

(14) Fifth Lot 82 ft. x 187.50 ft., situated near Glen Burnie. (More particularly described in G.T.C. No. 1089, folio 471). CERT NO. 3054

(15) Seventh Lot Nos. 23 and 24, Block 8, as shown on the plat of Columbia Beach (Plat Book 11, folio 18). (More particularly described in J.H.H. 332, folio 107). CERT NO. 3060

(16) Seventh Lot No. 19, Block 4, as shown on the plat entitled "Sub-division Plat of Part of Cape Battee" (Plat Book 6, folio 35). Sold as lot 19, Block 4 as shown on the Plat of Cape Anne. (More particularly described in J.H.H. No. 208, folio 91). CERT NO. 3062

(17) Seventh Lot Nos. 2, 4 and 6, Block 26, as shown on a plat of Section A, Avalon Shores (Plat Book 8, folio 36). (More particularly described in J.H.H. No. 321, folio 285). CERT NO. 3063

Defendants

Order of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, and sold on the 13th day of October, 1959, by Edward M. Dunn, Jr., Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates, and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. 2915 — Lots 37-38, 25 ft. x 145 ft. each. Blk V as shown on the plat of Beverly Beach, First Election District and assessed to Haynes L. Locklear, and sold to the Plaintiff for $130.00, of which sum $47.26 has been paid.

sum $157.94 has been paid.

(11) Certificate No. 2942 — Lots 35, 36 Sec. 10, 25 ft. x 120 each as shown on the plat of Chelsea Beach, Third Election District, and assessed to George H. Benner et al., and sold to Plaintiff for $30.30, all of which sum has been paid.

(12) Certificate No. 3051 — Lots 135-136, situated at Parron Heights, Fourth Election District and assessed to Dabney and Evelyn Booker, and sold to Plaintiff for $38.78, all of which sum has been paid.

(13) Certificate No. 3052 — Lots 21, 22 Blk B as shown on the plat of Holladay Park, Fourth Election District and assessed to Daniel T. Smith, and sold to Plaintiff for $21.93, all of which sum has been paid.

(14) Certificate No. 3054 — Lot 82 ft. x 187.50 ft. or lot 13 as situated near Glen Burnie, Fifth Election District, and assessed to Louis Rice, and sold to Plaintiff for $130.00, of which sum $33.21 has been paid.

(15) Certificate No. 3060 — Lots 23, 24 Blk 8 as shown on the plat of Columbia Beach, Seventh Election District and assessed to Cathryn C. Porter, and sold to the Plaintiff for $150.00, of which sum $48.26 has been paid.

(16) Certificate No. 3062 — Lot 19 Blk 4, as shown on a plat entitled "Subdivision Plat of Part of Cape Battee", sold as "Lot 19 Blk 4 as shown on the plat of Cape Anne", Seventh Election District, assessed to Christopher C. & B. Kyle, and sold to Plaintiff for $36.52, all of which sum has been paid.

(17) Certificate No. 3063 — Lots 2, 4, 6 Blk 26 Sec. A shown on the plat of Av Shores, Seventh Election District, and assessed to Etta Sherman, and sold to Plaintiff for $30.48, all of w 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 13, 1959.

It is thereupon this 12th day of July, 1961, 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 21st day of September, 1961, next, warning the said Mrs. Julian W. Courtney, Haynes L. Locklear, Melville C. Kerr, Mrs. Elizabeth Lambert, Carrie E. Needham, Gertrude Thornton, Department of Public Welfare of Washington, D. C., Edward James Parker, Daisy Marie Parker, Frank J. Mathai, Margaret R. Mathai, Roman Fuel Company, Marie E. Smith, Calvin A. Smith, Margaret Dreier, John C. Way, Lillian Way, George H. Benner, Fannie E. Benner, Rosa May Kluge, Ruth Elizabeth Chlada, Dabney Booker, Evelyn Booker, Mary E. Garner, also known as Mary E. Gardner, also known as Mary Garner Morton, Daniel T. Smith, Mrs. D. T. Smith, Louis Rice, Cathryn C. Porter, Christopher C. Kyle, Bertha E. Kyle, Etta L. Sherman and Avalon Shores, Inc., and any and all persons having or claiming to have any interest in the above mentioned parcels of land and improvements thereon, and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 21st day of September, 1961, and redeem the aforementioned property and answer the Bill of Complaint, or thereafter, a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, Southern Municipal Corporation, a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

46

JOHN C. WAY and
LILLIAN M. WAY, his wife
Pasadena, Maryland
AGNES E. MACEY, Assignee
Address unknown
UNITED STATES OF AMERICA
Judgment Creditor.
GEORGE H. BENNER
FANNIE E. BENNER
ROSA MAY KLUGE
RUTH ELIZABETH CHLADA
208 Third Avenue, S.W.
Glen Burnie, Maryland
DABNEY BOOKER and
EVELYN BOOKER, his wife
2047 North Hoffman Street
Baltimore, Maryland
MARY E. GARNER, also known as MARY E. GARDNER, also known as MARY GARNER MORTON
Address unknown
DANIEL T. SMITH
MRS. D. T. SMITH
c/o Mrs. D. T. Smith
3924 - 11th St., N.E.
Washington 18, D. C.
LOUIS RICE
1041 West Lanvale St.
Baltimore, Maryland
CATHRYN C. PORTER
90 Amsterdam Ave., Apt. 7D
New York 23, New York
CHRISTOPHER C. KYLE
BERTHA E. KYLE
1716 "M" Street, N.E.
Washington, D. C.
ETTA L. SHERMAN
1320 Vermont Ave., N.W.
Washington 6, D. C.
AVALON SHORES, INC., (Serve on Mr. Vito)
602 Kennedy Street, N.W.
Washington 11, D. C.
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

(1) First Lot Nos. 37 and 38, Section V, as shown on a plat of Beverly Beach (Plat Book 10, folio 9) (More particularly described in G.T.C. No. 1229, folio 316). CERT NO. 2915

(2) Second Lot Nos. 45 and 46, Block 18, Section A, as shown on a plat of Herald Harbor on the Severn (Plat Book 4, folio 15). (More particularly described in W.N.W. No. 90, folio 204). CERT NO. 2922

(3) Second Lot Nos. 10 and 11, Block 98, Section C, as shown on a plat of Herald Harbor. (Plat Book 4, folio 17). (More particularly described in W.N.W. No. 90, folio 80). CERT NO 2923

(4) Second Lot Nos. 1, 2, 3,

(2) Certificate No. 2922 — Lot 45-46 Blk 18 Sec A as shown on the plat of Herald Harbor, Second Election District and assessed to Melville C. Kerr, and sold to the Plaintiff for $21.56, all of which sum has been paid.

(3) Certificate No. 2923 — Lots 10-11 Blk 98 Sec. C as shown on the plat of Herald Harbor, assessed to Mrs. E. Lambert and sold to the Plaintiff for $26.11, all of which sum has been paid, Second Election District.

(4) Certificate No. 2924 — Lots 1 to 4, 64, 65 Blk 219, Blk 705A situated at Palisades, Second Election District, and assessed to Carrie E. Needham, and sold to the Plaintiff for $28.69, all of which sum has been paid.

(5) Certificate No. 2925 — Lot 120 as shown on the plat of Bay Highlands, Second Election District, and assessed to Gertrude Thornton and sold to the Plaintiff for $32.09, all of which sum has been paid.

(6) Certificate No. 2928 — 1 lot, .5 acres, Blk 215 Imps situated at Johnstown N.S Woods Road, Third Election District and assessed to Edward J. and D. M. Parker, and sold to the Plaintiff for $54.51, all of which sum has been paid.

(7) Certificate No. 2930 — Lot 4, Plat 9 Blk A.L. GTC 1125-455 as shown on the plat of Cape St. Claire, Third Election District, and assessed to Frank J. & M. R. Mathai and sold to the Plaintiff for $150.00, of which sum, $52.69 has been paid.

(8) Certificate No. 2931—Lots 27, 28 Blk J Sec. 2, Deep Creek Subdivision J.H.H. 933-75 as shown on the plat of Cape St. Claire, Third Election District, and assessed to Marie E. & Calvin A. Smith and sold to the Plaintiff for $325.00 of which sum $41.27 has been paid.

(9) Certificate No. 2933 — Lot .50 acres J.H.H. 935-68, just west of Oakwood Road, as shown on the plat of Oakwood Road, Third Election District, and assessed to Margaret Dreier, and sold to Plaintiff for $395.00, of which sum $41.27 has been paid.

(10) Certificate No. 2937 — Lots 8, 9, 10 Blk 2 Imps JHH 799-101, as shown on the plat of Pasadena, Third Election District and assessed to John C. & Lillian Way, and sold to Plaintiff for $300.00, of which

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 480

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 11, 1961

We hereby certify, that the annexed

Order of Publication - Eq. 14,483

Arthur Municipal Corporation

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of September, 1961. The first insertion being made the 20th day of July, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 AUG 11 PM 1:44

By Marie Tate

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	
		In Equity
vs.	:	
		No. 14,483
MRS. JULIAN W. COURTNEY, et al.,	:	
Defendants	:	
	:	

STIPULATION AND AGREEMENT

It is hereby stipulated and agreed that William M. Morris is entitled to redeem Certificate No. 2925 herein, which applies to Lot 120 as shown on a Plat of Bay Highlands, and that the amounts necessary for redemption are as follows:

To be paid to Plaintiff:

Attorney's fee	$25.00
Title Examination	25.00
Proportionate amount of Court costs (approximate)	15.00
Proportionate amount of advertising	21.11
Total	$86.11

To be paid to County Treasurer:

Amount of Cert. No. 2925	$32.09
Interest on Cert. No. 2925	3.69
Taxes and penalties for 1960	5.05
Taxes and penalties for 1961	4.85
	$45.68

C. Maurice Weidemeyer
C. Maurice Weidemeyer
Attorney for Plaintiff

William M. Morris
William M. Morris

FILED
1961 SEP 20 AM 11:56

41

SOUTHERN MUNICIPAL CORPORATION, a body corporate,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	IN EQUITY
vs.	:	No. 14,483
MRS. JULIAN W. COURTNEY, et al.,	:	
Defendants	:	
	:	

ORDER OF COURT

Upon consideration of the foregoing Stipulation and Agreement, it is this 21st day of September, 1961, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary for redemption of Certificate No. 2925, which applies to Lot 120 as shown on Plat of Bay Highlands, is as follows:

To be paid to Plaintiff:

Attorney's fee	$25.00
Title examination	25.00
Proportionate amount of Court costs (approximate)	15.00
Proportionate amount of advertising	21.11
	$86.11

To be paid to County Treasurer:

Amount of Cert. No. 2925	$32.09
Interest on Cert. No. 2925	3.69
Taxes and penalties for 1960	5.05
taxes and penalties for 1961	4.85
	$45.68

And that upon payment of the same to the County and to the Plaintiff, said Certificate No. 2925 and Lot 120 as shown on Plat of Bay Highlands shall stand redeemed from the tax sale.

Matthew P. Evans
Judge

FILED
1961 SEP 21 PM 2:48

42

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	IN EQUITY
vs.	:	No. 14,483
MRS. JULIAN W. COURTNEY, et al.,	:	
Defendants	:	
	:	

STIPULATION AND AGREEMENT

It is hereby stipulated and agreed that Haynes L. Locklear is entitled to redeem Certificate No. 2915 herein, which applies to Lots 37 and 38, Section V, as shown on a Plat of Beverly Beach, and that the amounts necessary for redemption are as follows:

To be paid to Plaintiff:

Attorney's fee	$ 50.00
Title examination	25.00
Proportionate amount of Court costs (approximate)	15.00
Proportionate amount of advertising	21.11
Total	$111.11

To be paid to County Treasurer:

Amount of Cert. No. 2915	$ 47.26
Interest on Cert. No. 2915	5.43
Taxes and penalties for 1960	16.19
Taxes and penalties for 1961	15.56
Total	$ 84.44

C. Maurice Weidemeyer
Attorney for Plaintiff

Haynes L. Locklear

FILED

1961 SEP 20 PM 1:52

48

SOUTHERN MUNICIPAL CORPORATION, a body corporate,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
MRS. JULIAN W. COURTNEY, et al.,	:	No. 14,483
Defendants	:	

ORDER OF COURT

Upon consideration of the foregoing Stipulation and Agreement, it is this 21st day of September, 1961, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary for redemption of Certificate No. 2915, which applies to Lots 37 and 38, Section V, as shown on a Plat of Beverly Beach, is as follows:

To be paid to Plaintiff:

Attorney's fee	$ 50.00
Title examination	25.00
Proportionate amount of Court costs (approximate)	15.00
Proportionate amount of advertising	21.11
Total	$111.11

To be paid to County Treasurer:

Amount of Cert. No. 2915	$ 47.26
Interest on Cert. No. 2915	5.43
Taxes and penalties for 1960	16.19
Taxes and penalties for 1961	15.56
	$ 84.44

Matthew S. Evans
Judge

FILED
1961 SEP 21 PM 2:47

44

SOUTHERN MUNICIPAL CORPORATION, a body corporate,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	IN EQUITY
vs.	:	No. 14,483
MRS. JULIAN W. COURTNEY, et al.,	:	
Defendants	:	

ORDER OF SATISFACTION

MR. CLERK:

Please enter Certificate No. 2925 covering property known as Lot 120 as shown on Plat of Bay Highlands redeemed from this proceeding.

C. Maurice Weidemeyer

C. Maurice Weidemeyer
Attorney for Plaintiff

FILED

1961 SEP 21 PM 3:25

45

SOUTHERN MUNICIPAL CORPORATION, a body corporate,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	IN EQUITY
vs.	:	No. 14,483
MRS. JULIAN W. COURTNEY, et al.,	:	
Defendants	:	
	:	

ORDER OF SATISFACTION

MR. CLERK:

Please enter Certificate No. 2915 covering property known as Lots 37 and 38, Section V, as shown on a Plat of Beverly Beach, redeemed from this proceeding.

C. Maurice Weidemeyer
Attorney for Plaintiff

FILED
1961 SEP 21 PM 4:29

46

SOUTHERN MUNICIPAL CORPORATION, a body corporate,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	Equity No. 14,483
MRS. JULIAN W. COURTNEY, et al.,	:	
Defendants	:	

AFFIDAVIT OF MAILING TO NON-RESIDENT DEFENDANTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

C. Maurice Weidemeyer, President of and Attorney for Southern Municipal Corporation, Plaintiff herein, first being duly sworn and on oath deposes and says:

That he mailed a copy of the Order of Publication issued herein, by certified mail, return receipt requested, to Non-resident Defendants Melville C. Kerr, Mrs. Elizabeth Lambert, United States of America, Daniel T. Smith, Mrs. D. T. Smith, Cathryn C. Porter, Christopher C. Kyle, Bertha E. Kyle, Etta L. Sherman, and Avalon Shores, Inc., as evidenced by the receipts for said letters filed herewith or the envelopes of returned letters, filed herewith, and made a part hereof.

That the said certified letter mailed to Etta L. Sherman was returned marked "Deceased".

That the said certified letters addressed to Melville C. Kerr and Bertha E. Kyle were returned marked "Unknown".

That the said certified letters addressed to Christopher C. Kyle and Mrs. Elizabeth Lambert were returned marked "Unclaimed from Washington, D. C.".

That the said certified letters mailed to the Attorney General of the United States for the United States of America, Daniel T. Smith, Mrs. D. T. Smith, Cathyrn C. Porter and Avalon Shores, Inc., were received by them as indicated by the receipts for said letters filed herewith.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 18th day of October, 1961.

Mary Harrison

Mary Harrison - Notary Public

FILED

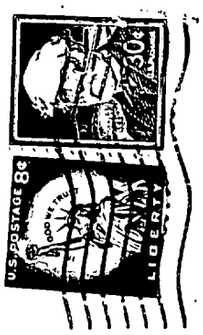
1961 OCT 19 PM 2:34

47

SOUTHERN MUNICIPAL CORPORATION : IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

vs. :

MRS. JULIAN W. COURTNEY, et al., : Equity No. 14,483



ANNAPOLIS, MD. JUL 21 4 30PM 1961

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

UNCLAIMED
From WASHINGTON, D.C.

Mrs. Elizabeth Lambert
1142 Morse Street, N.E.
Washington, D. C.

JUL 22 1961

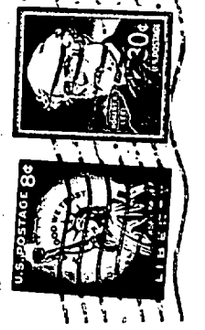
7-22-61

RETURNED TO SENDER

From Washington, D.C.

CERTIFIED MAIL No. 451932

LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND



ANNAPOLIS, MD. JUL 21 4 30PM 1961

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

UNCLAIMED
From WASHINGTON, D.C.

JUL 24 1961

Christopher C. Kyle
1716 "M" Street, N.E.
Washington, D. C.

WASHINGTON, D.C. AG 10 12 PM 1961

RETURNED TO SENDER

From Washington, D.C.

CERTIFIED MAIL No. 451928

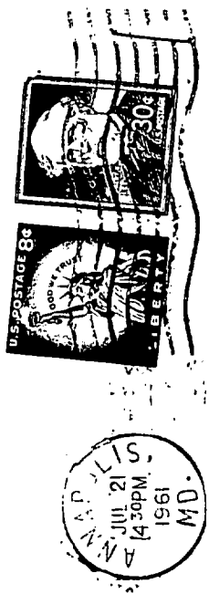
LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND

FILED

1961 OCT 19 PM 2:35

48

SOUTHERN MUNICIPAL CORPORATION	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	
MRS. JULIAN W. COURTNEY, et al.,	:	Equity No. 14,483



CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Etta L. Sherman
1320 Vermont Ave., N.W.
Washington 6, D. C.

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

UNKNOWN

229

Bertha E. Kyle
1716 "M" Street, N.E.
Washington, D. C.

LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND

CERTIFIED MAIL No. 451926

LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND

CERTIFIED MAIL No. 451927

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1961 OCT 19 PM 2:35

49

LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND

RETURNED TO SENDER
UNKNOWN

From the Library

14 05

CERTIFIED
No. 451933
MAIL

ANNAPOLIS, MD.
JUL 21
4 30 PM
1961

U.S. POSTAGE 8¢

U.S. POSTAGE 30¢

231 BH,

CERTIFIED MAIL - RETURN RECEIPT
REQUESTED

8/16/66
No Melville C Kerr listed
in 1960-61 - D.C. phone
Directory

Melville C. Kerr
514 - 12th Street, N.E.
Washington, D. C.

BOOK 148 PAGE 490

BOOK 148 PAGE 491

SOUTHERN MUNICIPAL CORPORATION : IN THE CIRCUIT COURT FOR

vs. : ANNE ARUNDEL COUNTY

MRS. JULIAN W. COURTNEY, et al. : Equity No. 14,483

No. 451930

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: Attorney General of the

STREET AND NO.: United States Dept. of Justice Bldg.

CITY AND STATE: Washington 25, D. C.

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

If you want restricted delivery, check here [ ] 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POSTMARK OR DATE

POD Form 3800 Jul 1957 SEE OTHER SIDE

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

[ ] Deliver ONLY to addressee [ ] Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in): Atty General

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

DATE DELIVERED: 7-22-61

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

CSS—16—71548-4 GPO

No. 451925

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: Avalon Shores, Inc.

STREET AND NO.: Attn. Mr. Vito

CITY AND STATE: 602 Kennedy St.N.W. Washington 11, D. C.

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

If you want restricted delivery, check here [ ] 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POSTMARK OR DATE

POD Form 3800 Jul 1957 SEE OTHER SIDE

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

[ ] Deliver ONLY to addressee [ ] Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: 7/24/61

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

CSS—16—71548-4 GPO

No. 451924

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: Daniel T. Smith

STREET AND NO.: c/o Mrs. D. T. Smith

CITY AND STATE: 3924 - 11th St., N.E.

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

If you want restricted delivery, check here [ ] 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POSTMARK OR DATE

POD Form 3800 Jul 1957 SEE OTHER SIDE

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

[ ] Deliver ONLY to addressee [ ] Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

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

CSS—16—71548-4 GPO

FILED

1961 OCT 19 PM 2:35

50

BOOK 148 PAGE 492

No. 451924

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Mrs. D. T. Smith

STREET AND NO.
3924 - 11th St., N.E.

CITY AND STATE
Washington 18, D. C.

If you want a return receipt, check which
[X] 10¢ shows to whom and when delivered
[ ] 25¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here
[ ] 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POSTMARK OR DATE

POD Form 3800
Jul 1957

SEE OTHER SIDE

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

[ ] Deliver ONLY to addressee
[ ] Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

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

C55—16—71548-4 GPO

No. 451923

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Cathyrn C. Porter

STREET AND NO.
90 Amsterdam Ave.Apt. 7D

CITY AND STATE
New York 23, New York

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

If you want restricted delivery, check here
[ ] 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POSTMARK OR DATE

POD Form 3800
Jul 1957

SEE OTHER SIDE

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

[ ] Deliver ONLY to addressee
[ ] Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

Cathyrn C. Porter

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED
9/22/61

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

C55—16—71548-4 GPO

BOOK 148 PAGE 493

SOUTHERN MUNICIPAL CORPORATION, a body corporate, Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	Equity No. 14,483
MRS. JULIAN W. COURTNEY, et al., Defendants	:	

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared C. Maurice Weidemeyer, President of Southern Municipal Corporation, a body corporate, Plaintiff herein, and made oath in due form of law that:

1. From inquiries made and information received, he is advised and believes that several of the defendants herein are deceased and therefore not in the military service; that Agnes E. Macy and Mrs. D. T. Smith are not in the military service; and that as to the other defendants he has no information that any of them are in the military service, and therefore avers that none of the defendants are in the military service.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 18th day of October, 1961.

Mary Harrison

Mary Harrison - Notary Public

FILED

1961 OCT 19 PM 2:34

51

SOUTHERN MUNICIPAL CORPORATION, A BODY CORPORATE,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	
vs.		Equity No. 14,483
MRS. JULIAN W. COURTNEY, et al.,	:	
Defendants	:	

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in The Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against all the defendants named herein, and all persons having or claiming to have any interest in the real estate therein described, as assessed to said Defendants and sold to Plaintiff on the 13th day of October, 1959, for non-payment of taxes due for the years 1958 and 1959.

And it further appearing that subpoenas issued out of this Court directed to the Defendants Margaret Dreier, Agnes E. Macey, and George H. Benner have been returned "Summonsed", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the said Defendants Carrie E. Needham, Marie E. Smith, Calvin A. Smith, Fannie E. Benner, Rosa May Kluge, Dabney Booker, Evelyn Booker, and Louis Rice have been returned twice "non est", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the defendants, John C. Way and Lillian M. Way,

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52

and Ruth Elizabeth Chlada have been returned once "non est" and once "mortius est".

And it further appearing that Josie S. Thompson has filed an answer and disclaimer herein, wherein she alleges that she is an adult and the only child of Daniel T. Smith, and that Daniel T. Smith was survived by his widow, Mary Elizabeth Smith, and his daughter the said Josie S. Thompson, and that she and her mother, Mary Elizabeth Smith have each received notice of these proceedings.

And it further appearing that the defendant, Mary E. Garner, also known as Mary E. Gardner, and Mary Garner Morton, her address being unknown, has been duly served by publication.

And the Defendants, Melville C. Kerr, Mrs. Elizabeth Lambert, Daniel T. Smith, Mrs. D. T. Smith, Cathryn C. Porter, Christopher C. Kyle, Bertha E. Kyle, Etta L. Sherman and Avalon Shores, Inc., being non-residents, have been duly served by publication.

And it further appearing that all of the aforesaid Defendants have failed to enter their appearance herein in person or by solicitor, have failed to file an Answer to the Bill of Complaint, and the time within which said Defendants could so appear and file an Answer having now expired, it is, thereupon, this 19th day of October, 1961, 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 13th day of October, 1961.

D. Boone Duckett
Judge

53

SOUTHERN MUNICIPAL CORPORATION, a body corporate,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	Equity No. 14,483
MRS. JULIAN W. COURTNEY, et al.	:	
Defendants	:	

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The proceedings in this cause having been read and considered, and it appearing to the Court that subpoenas issued out of this Court directed to the Maryland resident defendants, Margaret Dreier, Agnes E. Macey and George H. Benner have been returned "Summonsed", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the defendants Carrie E. Needham, Marie E. Smith, Calvin A. Smith, Fannie E. Benner, Rosa May Kluge, Dabney Booker, Evelyn Booker and Louis Rice have been returned twice "non est", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the defendants John C. Way and Lillian M. Way, and Ruth Elizabeth Chlada have been returned once "non est" and once "mortius est".

And it further appearing that Josie S.Thompson has filed an answer and disclaimer herein, wherein she alleges that she is an adult and the only child of Daniel T. Smith, and that Daniel T. Smith was survived by his widow, Mary Elizabeth Smith, and his daughter, the said Josie S. Thompson, and that she and her mother,

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Mary Elizabeth Smith, have each received notice of these proceedings.

And it further appearing that the defendant, Mary E. Garner, also known as Mary Garner Morton, and also known as Mary E. Gardner, her address being unknown, has been duly served by publication.

And it further appearing that the defendants Melville C. Kerr, Mrs. Elizabeth Lambert, Daniel T. Smith, Mrs. D. T. Smith, Cathryn C. Porter, Christopher C. Kyle, Bertha E. Kyle, Etta L. Sherman and Avalon Shores, Inc., being non-residents, have been duly served by publication.

And it further appearing that the defendant, the United States of America, a judgment creditor, has been duly served by publication.

And it further appearing that a decree pro confesso was entered herein on the 19th day of October, 1961, 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 with the exception of the said Josie S. Thompson, who as hereinabove set out, has filed an answer herein disclaiming any interest in the property, it is by the Circuit Court for Anne Arundel County, sitting in Equity, this 26th day of December, 1961,

ADJUDGED, ORDERED and DECREED that all the rights of redemption to the properties mentioned herein of the defendants Margaret Dreier, Agnes E. Macey, George H. Benner, Carrie E. Needham,

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Marie E. Smith, Calvin A. Smith, Fannie E. Benner, Rosa May Kluge, Dabney Booker, Evelyn Booker, Louis Rice, John C. Way, Lillian M. Way, Ruth Elizabeth Chlada, Josie S. Thompson, Daniel T. Smith, Mary Elizabeth Smith, Mary E. Garner (also known as Mary Garner Morton and Mary E. Gardner), Melville C. Kerr, Mrs. Elizabeth Lambert, Mrs. D. T. Smith, Cathryn C. Porter, Christopher C. Kyle, Bertha E. Kyle, Etta L. Sherman and Avalon Shores, Inc., and all 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 13th day of October, 1959, for non-payment of taxes for the years 1958 and 1959, to wit:

Certificate No. 2922 - Lots 45-46, Block 18, Section A, as shown on the plat of Herald Harbor, Second Dist., and assessed to Melville C. Kerr.

Certificate No. 2923 - Lots 10-11, Block 98, Sec. C, as shown on the plat of Herald Harbor, Second Dist., and assessed to Mrs. E. Lambert.

Certificate No. 2924 - Lots 1 to 4, 64, 65, Block 219, Block 705A, situated at Palisades, Second Dist., and assessed to Carrie E. Needham.

Certificate No. 2931 - Lots 27, 28, Block J, Sec. 2, Deep Creek Sub.Div., J.H.H.No. 933-75 as shown on Plat of Cape St. Claire, Third Dist., and assessed to Marie E. and Calvin A. Smith.

Certificate No. 2933 - Lot .50 acres, J.H.H. No. 935-68 as shown on Plat of Oakwood road, Third District, and assessed to Margaret Dreier.

Certificate No. 2937 - Lots 8, 9, 10, Block 2, Imps. J.H.H. No. 799-101, as shown on Plat of Pasadena, Third Dist., and assessed to John C. & Lillian Way.

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Certificate No. 2942 - Lots 35, 36, Sec. 10, 25 x 120 each as shown on Plat of Chelsea Beach, Third Dist., and assessed to George H. Benner, et al.

Certificate No. 3051 - Lots 135-136, situated at Parron Heights, Fourth Dist., and assessed to Dabney and Evelyn Booker.

Certificate No. 3052 - Lots 21, 22, Block B, as shown on Plat of Holladay Park, Fourth Dist., and assessed to Daniel T. Smith.

Certificate No. 3054 - Lot 82 x 187.50 or Lot 13 as situated near Glen Burnie, Fifth Dist., and assessed to Louis Rice.

Certificate No. 3060 - Lot 23, 24, Block 8 as shown on Plat of Columbia Beach, Seventh Dist., and assessed to Cathryn C. Porter.

Certificate No. 3062 - Lot 19, Block 4, as shown on Plat of Cape Anne, Seventh Dist., and assessed to Christopher C. & B. Kyle.

Certificate No. 3063 - Lots 2, 4, 6, Block 26, Sec. A, as shown on Plat of Avalon Shores, Seventh District, and assessed to Etta L. Sherman.

free and clear of all alienations and descents of said property occurring prior to this decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause, and public easements and public proceedings to which said property is subject, and

It is further ORDERED that the Treasurer of Anne Arundel County, Maryland, and Collector of State and County Taxes, execute and deliver to the Southern Municipal Corporation, Plaintiff in these proceedings, a deed of conveyance to the aforesaid lots and parcels of land and improvements, upon payment by the Plaintiff to the said Treasurer such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificates, if any; and

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

Matthew P. Crane
Judge

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SOUTHERN MUNICIPAL CORPORATION, a body corporate,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	
vs.		Equity No. 14,483
	:	
MRS. JULIAN W. COURTNEY, et al.,	:	
Defendants	:	

ANSWER AND DISCLAIMER

Answering the bill of complaint, the United States of America, by Joseph D. Tydings and ~~Stephen H. Sachs~~ Robert W. Kernan, its attorneys, says:

1. That the United States of America disclaims any further interest in Lot Nos. 8, 9 and 10, in Block 2, as shown on Plat of Pasadena.

Joseph D. Tydings
Joseph D. Tydings
United States Attorney
407 Post Office Building
Baltimore 2, Maryland

Robert W. Kernan
~~Stephen H. Sachs~~ Robert W. Kernan
Assistant United States Attorney
407 Post Office Building
Baltimore 2, Maryland

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SOUTHERN MUNICIPAL CORPORATION, a body corporate,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	Equity No. 14,483
MRS. JULIAN W. COURTNEY, et al.,	:	
Defendants	:	

PETITION and DECREE CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Southern Municipal Corporation, a body corporate, by C. Maurice Weidemeyer and Thomas M. Schifanelli, its attorneys, shows as follows:

1. That on the 12th day of July, 1961, it filed a bill of complaint for the purpose of foreclosing the rights of redemption in and to certain properties, as provided by Sections 69-114 of Article 81 of the Annotated Code of Maryland (1957 Edition), which said properties were purchased by your Petitioner on October 13, 1959, at a regular tax sale.

2. That among said properties was a 0.5 acre tract and improvements situated at Johnstown, Third Election District, and assessed to Edward J. Parker and Daisy M. Parker, and sold as aforesaid under Tax Sale Certificate No. 2928.

3. That by Order of this Honorable Court dated October 19, 1961, the bill of complaint hereinbefore mentioned was taken pro confesso against the various defendants therein, but the said Edward J. Parker and Daisy M. Parker were not included therein for the reason that Petitioner was notified by Gerald A. Price, Attorney, of 30 Baltimore-Annapolis Boulevard, that redemption

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would be made as to the property assessed to them.

4. That redemption has not been made.

TO THE END THEREFORE:

L. That said bill of complaint be taken pro confesso against the said Edward J. and Daisy M. Parker.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

Thomas M. Schifanelli

Thomas M. Schifanelli
236 Main Street, Annapolis, Md.
Colonial 8-5049
Attorneys for Petitioner

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BOOK 148 PAGE 503

SOUTHERN MUNICIPAL CORPORATION, a body corporate, Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	Equity No. 14,483
MRS. JULIAN W. COURTNEY, et al., Defendants	:	

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that subpoenas issued out of this Court directed to the Defendants Edward James Parker and Daisy Marie Parker, have been returned "Summonsed", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that the said defendants, Edward J. Parker and Daisy M. Parker, have failed to enter their appearance herein in person or by solicitor, have failed to file an answer to the Bill of Complaint, and the time within which said Defendants could so appear and file an answer having now expired; and

UPON consideration of the aforegoing Petition, it is, this 14th day of August, 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, Edward J. Parker and Daisy M. Parker.

Matthew S. Evans
Judge

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SOUTHERN MUNICIPAL CORPORATION, a body corporate	*	IN THE CIRCUIT COURT
Plaintiff	*	
vs.	*	FOR ANNE ARUNDEL COUNTY
MRS. JULIAN W. COURTNER, et al.,	*	EQUITY NO. 14,483
Defendants		

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared C. MAURICE WEIDEMEYER, President of Southern Municipal Corporation, a body corporate, Plaintiff herein, and made oath in due form of law that he has no information that the Defendants, Edward J. Parker and Daisy M. Parker, are in the military service, and therefore avers that neither of the Defendants is in the military service.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 15 day of August, 1963.

Mary Harrison

Mary Harrison - Notary Public

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SOUTHERN MUNICIPAL CORPORATION a body corporate,	*	IN THE CIRCUIT COURT
Plaintiff	*	
vs.	*	FOR ANNE ARUNDEL COUNTY
MRS. JULIAN W. COURTNEY, ET AL	*	EQUITY NO. 14,483
Defendants		

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 Defendants, Edward James Parker and Daisy Marie Parker have been returned "summonsed", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that a Decree pro Confesso was entered herein on the 14th day of August, 1963, against the aforesaid Defendants, Edward James Parker and Daisy Marie Parker, and that neither of them has entered his or her appearance herein or filed an answer in these proceedings, or proceeded to redeem herein, it is by the Circuit Court for Anne Arundel County, sitting in equity, this 24th day of September, 1963;

ADJUDGED, ORDERED and DECREED that all the rights of redemption to the property of the Defendants, Edward James Parker and Daisy Marie Parker, and all unknown heirs at law, alienees, assignees and devisees of any or either of them, and any and all persons having or claiming to have any right, title or interest in the hereinafter described property, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described property sold to the Plaintiff on the 13th day of October, 1959, for non-payment of taxes for the years 1958 and 1959, to wit:

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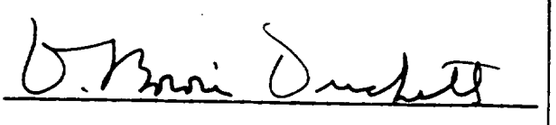
Certificate No. 2928 - Lot measuring approximately 130 feet x 126.5 feet x 126 feet x 210 feet, on the north side of the County Road leading from Lake Shore to the Magothy River Bridge, said road being known as Woods Road, Third Election District, and assessed to Edward J. and D. M. Parker.

free and clear of all alienations and descents of said property occurring prior to this decree, and free of all encumbrances thereon, except taxes accruing subsequent to the Tax Sale mentioned in this cause, and public easements and public proceedings to which said property is subject, and

It is further ORDERED that the Treasurer of Anne Arundel County, Maryland, and Collector of State and County Taxes, execute and deliver to the Southern Municipal Corporation, Plaintiff in these proceedings, a deed of conveyance to the aforesaid lot or parcel of land and improvements, upon payment by the Plaintiff to the said Treasurer such taxes as may be due thereon, and the balance of the purchase price of the aforesaid Certificate, if any; and

It is further ORDERED that the Plaintiff pay the cost of these proceedings.



JUDGE

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BOOK 148 PAGE 507

IN THE MATTER OF THE	*	NO. 15,604 EQUITY
SALE OF THE MORTGAGED	*	IN THE
REAL ESTATE OF JAMES E.	*	CIRCUIT COURT
WOOD AND WILLIAM H. WOOD	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	
	*	

* * * * * * * * * * *

ORDER TO DOCKET MORTGAGE FORECLOSURE PROCEEDING

Mr. Clerk:

Please docket the above entitled suit and file the attached certified copy of the mortgage from James E. Wood and William H. Wood, to State Capital Bank of The Eastern Shore Trust Company, dated March 27, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 63, Folio 390, which mortgage was subsequently short assigned on January 20, 1943, to J. Irving King and wife, and thereafter, was assigned on March 1, 1963, to William H. Wood and Nelly T. Wood, his wife, and thereafter, assigned to James C. Morton, Jr., Attorney for the purposes of bringing this foreclosure proceeding, the latter assignments having been left for recording among the Land Records of Anne Arundel County on May 14, 1963; and file Statement of Mortgage Debt.

ROUSE, MORTON AND BEARDMORE

BY James C. Morton

James C. Morton, Jr.
18 West Street
Annapolis, Maryland
Colonial 7-8186
Attorney and Assignee

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ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

THIS MORTGAGE, Made this 27th day of March, in the year nineteen hundred and thirty by and between William H. Wood , unmarried, of Chicago, State of Illinois, and James E. Wood, unmarried, of Anne Arundel County, State of Maryland, parties of the first part, hereinafter called the mortgagors, and (State Capital Bank of) The Eastern Shore Trust Company, a body corporate, duly incorporated under the laws of the State of Maryland, party of the second part, hereinafter called mortgagee, WITNESSETH:

WHEREAS, the said parties of the first part are justly indebted to the said party of the second part in the sum of Forty-five Hundred Dollars ($4500.00), and to secure the prompt payment thereof the said parties of the first part have given unto the said party of the second part, their promissory note, of even date herewith, for said amount, payable six months from the date hereof with interest thereon, at the rate of six per cent per annum, payable every three months; and

WHEREAS, it was a condition precedent to the granting of said loan that these presents should be executed for the purpose of securing the prompt payment of said note, or any and all renewals thereof, or substitutes therefor, at the time limited for the payment of the same.

AND it is hereby understood and agreed that the said parties of the first part shall have the option at any time during the existence of this mortgage, and before default shall have occurred hereunder, to pre-pay said mortgage debt at any interest-due period in amounts of One Hundred Dollars ($100.00) or more; the interest to cease on the amount so paid as and when the same is paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises, and the sum of One Dollar ($1.00), paid by the said party of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part

Ex and del to State Capital Bank 10/28/31

do hereby grant and convey unto the said party of the second part, its heirs and assigns.

All that tract of land situate partly in the First and partly in the Second Election District of Anne Arundel County, containing 108.48 acres of land more or less, being part of the property which was conveyed to William F. Wood, now deceased, by Frank H. Duckett and wife by deed dated January 2, 1902, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 23, folio 313. And being the same property of which the said William F. Wood, died, seized and possessed of, and leaving surviving him as his heirs at law, his widow, Annie E. Woods and the parties of the first part hereto as his only heirs at law, the said surviving widow having conveyed her interest in the above described tract of land to the parties of the first part hereto by deed of even date herewith and intended to be recorded among the Land Records of said County immediately prior to these presents. Saving and excepting therefrom that tract of land containing 5.3 acres which was conveyed by William F. Wood and wife to Charles Addison Hodges, April 13, 1923 and recorded among the Land Records as aforesaid in Liber W. N. W. No. 64, folio 481.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said party of the second part, its successors and assigns forever.

PROVIDED, that if the said parties of the first part, their heirs, personal representatives or assigns, shall well and truly pay or cuase to be paid the aforesaid sum of Forty-five Hundred Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said parties of the first part, their heirs or assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said parties of the first part, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said party of the second part, its successors or assigns, or George E. Rullman, its Attorney or Agent, at any time after such default , to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors, and assigns, under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their heirs personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or

BOOK 148 PAGE 311

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

AND the said parties of the first part, for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-five Hundred Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, its successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors and assigns.

WITNESS the hands and seals of the said Mortgagors.

TEST: as to William H. Wood — William H. Wood (Seal)
Clarence A. Snyder — James E. Wood (Seal)
TEST: as to James E. Wood
Victoria M. Perlitz

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby Certify, that on the 27th day of March, in the year nineteen hundred and thirty before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James E. Wood , one of the Mortgagors, named in the aforegoing Mortgage and duly acknowledged the aforegoing Mortgage to be his act. At the same time also appeared George E. Rullman, Agent or Attorney of the mortgages and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

Victoria M. Perlitz
(Notarial Seal) Notary Public

STATE OF ILLINOIS, COUNTY OF COOK, to wit.

I Hereby Certify, that on this 19th day of March, in the year 1930, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William H. Wood, one of the Mortgagors named in the aforegoing Mortgage and duly acknowledged the aforegoing Mortgage to be his act.

WITNESS my hand and Notarial Seal.

Clarence A. Snyder
(Notarial Seal) Notary Public

Recorded March 29, 1930 at 10 A. M.

BOOK 148 PAGE 511

For value received, The County Trust Company of Maryland, Annapolis Md, successors to The State Capital Bank of The Eastern Shore Trust Company, hereby assigns the within mortgage and the debt secured thereby to J. Irving King and Marie J. King. Witness the name of the said County Trust Company of Maryland, Annapolis, Md., by the signature of its Vice President, attested by the signature of its Assistant Cashier, and affixing its corporate seal this 20th day of January 1943 393

attest.
D J Thompson
Assistant Cashier

Corporate Seal

County Trust Company of Maryland, Annapolis, Md
By David S. Jenkins
Vice-President

Recorded January 20, 1943 at 12.40 P M

For Record A1411 No. 391 Release see Land Folio 1
Recorded Nov. 15 1946 at 2 P.M

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT.

I HEREBY CERTIFY, that the aforegoing copy of Mortgage is truly taken and copied from Liber FSR No. 63 folio 390 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 5th day of April A. D. 1963

Louis N. Phipps
Clerk of the Circuit Court for Anne Arundel County

BOOK 148 PAGE 512 No. 15,604 Equity

STATEMENT OF MORTGAGE DEBT

Statement of mortgage debt under the mortgage from James E. Wood and William H. Wood, dated March 27, 1930.

Principal Balance Due	$2,700.00
Interest thereon to 4/30/63	2,619.00
Balance of Principal and Interest	$5,319.00
Plus insurance required by mortgage	479.06
Total Mortgage Claim	$5,798.06

William Herbert Wood
William Herbert Wood

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 14th day of May, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM HERBERT WOOD, who made oath in due form of law that the above is a true statement of the amount of the mortgage debt under the aforesaid mortgage now remaining due and unpaid.

AS WITNESS my hand and Seal Notarial.

Sylvia L. Marston
Notary Public

NOTARY PUBLIC ANNE ARUNDEL CO., MD.

22096 B

BOOK 12 PAGE 74

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

BOOK 148 PAGE 513

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

Equity ~~#15,640~~ 15,604

Bond No. 421575

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, James C. Morton, Jr. 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 Ten Thousand Dollars, ($10,000.00) - - - - - - - - - - - - - - - - - - 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 4th day of June, 1963.

WHEREAS by virtue of a power of sale contained in a Mortgage from James E. Wood and William H. Wood - - - - - - - to State Capitol Bank of the Eastern Shore Trust Company - - - - - - - - - - , bearing date on or about the 27th day of March, 19 30, the said James C. Morton, Jr. 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 James C. Morton, Jr. as Assignee of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.

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

Bond approved this 4th day of June, 1963

Louis N. Phillips, Clerk

James C. Morton (SEAL)
PRINCIPAL

WITNESS:

Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

FILED

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

Attorney's Sale

of Valuable Improved Free Simple Farm Property

in Second Election District of Anne Arundel County, Maryland. (Governors Bridge Road — One Mile West of Route 424)

Under and by virtue of the power of sale contained in a mortgage from James E. Wood and William H. Wood to State Capital Bank of the Eastern Shore Trust Company, dated March 27, 1930, and recorded among the Land Records of Anne Arundel County in Liber F. S.R. No. 63, Folio 390, which mortgage was through subsequent assignments, assigned to the undersigned attorney for the purposes of foreclosure, default having occured thereinder, the undersigned attorney will offer at public auction at the Court House Door, Annapolis, Maryland

Tuesday, June 11, 1963
at 11:00 a.m.

all that tract of land described in said mortgage as being "situate partly in the First and partly in the Second Election District of Anne Arundel County, containing 108.48 acres of land more or less, being part of the property which was conveyed to William F. Wood now deceased, by Frank H. Duckett and wife by deed dated January 2, 1902, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 23, folio 313. And being the same property of which the said William F. Wood, died, seized and possessed of, and leaving surving him as his heirs at law, his widow, Annie E. Woods and the parties of the first part hereto as his only heirs at law, the said surviving widow, having conveyed her interest in the above described tract of land to the parties of the first part hereto by deed of even date herewith and intended to be recorded among the Land Records of said County immediately prior to these presents. Saving and excepting therefrom that tract of land containing 5.3 acres which was conveyed by William F. Wood and wife to Charles Addison Hodges, April 13, 1923 and recorded among the Land Records as aforesaid in Liber W.N.W. No. 64, folio 481"; and saving and excepting therefrom that tract of land containing 34.625 acres which were conveyed by James Edward Wood, single, and William H. Wood and Nelly Wood, his wife, to Edgar P. Wayson, Jr., and Doris Price Wayson, his wife, by deed dated July 20, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 391, folio 2.

The property is improved with a dwelling and other farm outbuildings.

No 8

OFFICE No. 15,604 Equity

Maryland Gazette

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

BOOK 148 PAGE 514

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1963

We hereby certify, that the annexed Attorney's Sale James E. Wood

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 June, 1963 the first insertion being made the 16th day of May, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED JUN 10 1963 3:34 PM

TERMS OF SALE: A cash deposit of ten (10 per cent) of the purchase price will be required of the purchaser at the time and place of sale; balance of purchase price to be paid in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale at the rate of six (6) per cent) per annum. All taxes, rent and other public charges to be adjusted to the day of sale. All conveyancing costs and costs for State and Federal Documentary Stamps to be borne by the purpurchaser or purchasers.

For further particular pply to James C. Morton, Jr.,
Attorney and Assignee,
18 West Street,
Annapolis, Maryland
COlon 8186

ROBERT H. CAMPBELL
Auctioneer

Ju-6

BOOK 148 PAGE 515

22056 B

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y. BOOK 12 PAGE 88

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

BOOK 148 PAGE 516

Equity #~~15,640~~ 15,604

Bond No. 421580

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, James C. Morton, 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 Thirty-one Thousand Five Hundred Dollars ($31,500.00), 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 11th day of June, 1963.

WHEREAS by virtue of a power of sale contained in a Mortgage from James E. Wood and William H. Wood, bearing date on or about March 27, 1930, the said James C. Morton, Jr. 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 James C. Morton, Jr. 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, James E. Morton, Jr., 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 11th day of June, 1963

Louis N. Phipps, Clerk

Ethel M. Carle

Ethel M. Carle

James C. Morton (SEAL)
James C. Morton, Jr. PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

1963 JUN 11 PM 4:29

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BOOK 148 PAGE 517

IN THE MATTER OF THE	*	NO. 15,604 EQUITY
SALE OF THE MORTGAGED	*	IN THE
REAL ESTATE OF JAMES E.	*	CIRCUIT COURT
WOOD AND WILLIAM H. WOOD	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	

* * * * * * * * * * *

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 11th day of June, 1963, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Benjamin Watkins, III, and he made oath in due form of law that he purchased the property which is the subject matter of these proceedings at a public sale on June 11, 1963, at 11:00 A.M., at the Court House Door in Annapolis, Maryland, for the sum of Forty-one thousand Five Hundred Dollars that no other persons, firms or corporations were interested as principals in said purchase other than the above named purchaser and that he neither directly, nor indirectly discouraged anyone from bidding for said property.

AS WITNESS my hand and Seal Notarial.

Sylvia L. Martin
Notary Public

Benjamin Watkins 3rd
Benjamin Watkins, 3rd

ROUSE, MORTON AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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1963 JUN 11 PM 4:29

10

ROBERT H. CAMPBELL - - - - Auctioneer

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

BOOK 148 PAGE 518

ATTORNEYS' SALE

OF VALUABLE

IMPROVED FEE SIMPLE FARM PROPERTY

In Second Election District of Anne Arundel County, Maryland
(Governors Bridge Road - One Mile West of Route 424)

Under and by virtue of the power of sale contained in a mortgage from James E. Wood and William H. Wood to State Capital Bank of the Eastern Shore Trust Company, dated March 27, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 63, Folio 390, which mortgage was through subsequent assignments, assigned to the undersigned attorney for the purposes of foreclosure, default having occurred thereunder, the undersigned attorney will offer at public auction at the Court House Door, Annapolis, Maryland

TUESDAY, JUNE 11, 1963

AT 11:00 A.M.

all that tract of land described in said mortgage as being "situate partly in the First and partly in the Second Election District of Anne Arundel County, containing 108.48 acres of land more or less, being part of the property which was conveyed to William F. Wood, now deceased, by Frank H. Duckett and wife by deed dated January 2, 1902, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 23, folio 313. And being the same property of which the said William F. Wood, died, seized and possessed of, and leaving surviving him as his heirs at law, his widow, Annie E. Woods and the parties of the first part hereto as his only heirs at law, the said surviving widow having conveyed her interest in the above described tract of land to the parties of the first part hereto by deed of even date herewith and intended to be recorded among the Land Records of said County immediately prior to these presents. Saving and excepting therefrom that tract of land containing 5.3 acres which was conveyed by William F. Wood and wife to Charles Addison Hodges, April 13, 1923 and recorded among the Land Records as aforesaid in Liber W.N.W. No. 64, folio 481"; and saving and excepting therefrom that tract of land containing 34.625 acres which were conveyed by James Edward Wood, single, and William H. Wood and Nelly Wood, his wife, to Edgar P. Wayson, Jr., and Doris Price Wayson, his wife, by deed dated July 20, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 391, folio 2.

The property is improved with a dwelling and other farm outbuildings.

TERMS OF SALE: A cash deposit of ten (10%) percent of the purchase price will be required of the purchaser at the time and place of sale; balance of purchase price to be paid in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale at the rate of six (6%) percent per annum. All taxes, rent and other public charges to be adjusted to the day of sale. All conveyancing costs and costs for State and Federal Documentary Stamps to be borne by the purchaser or purchasers.

For further particulars, apply to

James C. Morton, Jr.
Attorney and Assignee,
18 West Street,
Annapolis, Maryland,
COlonial 7-8186.

1963 JUN 11 PM 4:29

AUCTIONEER'S CERTIFICATE

BOOK 148 PAGE 519

I HEREBY CERTIFY that at a public sale held at the Court House Door, Annapolis, Maryland, on June 11, 1963, at 11:00 a.m., I sold the property described on the reverse hereof to BENJAMIN WATKINS, III, for the sum of Forty-one Thousand Five Hundred ($41,500.00) ---- Dollars, said amount being the highest bid obtainable. I further certify that said sale was fairly made.

Robert H. Campbell

Auctioneer
Robert H. Campbell

STATEMENT [redacted] READ BY AUCTIONEER:

In addition to the terms of sale which have just been read, further conditions of sale are as follows:

1. No representation as to the exact number of acres contained in the subject property is made.

2. The cost of any survey of said property shall be borne by the purchaser.

FILED

1963 JUN 11 PM 4:29

12

IN THE MATTER OF THE	*	NO. 15,604 EQUITY
SALE OF THE MORTGAGED	*	IN THE
REAL ESTATE OF JAMES E.	*	CIRCUIT COURT
WOOD AND WILLIAM H. WOOD	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	

* * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of James C. Morton, Jr., Assignee, respectfully shows:

1. That under and by virtue of the power of sale contained in a Mortgage from James E. Wood and William H. Wood to State Capital Bank of the Eastern Shore Trust Company, dated March 27, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 63, folio 390, which Mortgage was through subsequent assignments assigned for the purposes of foreclosure to the undersigned Assignee, default having occurred thereunder, the undersigned filed with the Clerk of this Court an approved bond in the penalty of $10,000.00.

2. That after giving notice of the time, place, manner and terms of sale in The Maryland Gazette, a newspaper published in Anne Arundel County, for at least 20 days before the day of sale, he did, pursuant to said notice, at the time and place specified in said advertisement, proceed to sell at public auction the property referred to in these proceedings, to wit:

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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1963 JUN 12 AM 11:44

13

"Situate partly in the First and partly in the Second Election District of Anne Arundel County, containing 108.48 acres of land more or less, being part of the property which was conveyed to William F. Wood, now deceased, by Frank H. Duckett and wife by deed dated January 2, 1902, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 23, folio 313. And being the same property of which the said William F. Wood, died, seized and possessed of, and leaving surviving him as his heirs at law, his widow, Annie E. Woods and the parties of the first part hereto as his only heirs at law, the said surviving widow having conveyed her interest in the above described tract of land to the parties of the first part hereto by deed of even date herewith and intended to be recorded among the Land Records of said County immediately prior to these presents. Saving and excepting therefrom that tract of land containing 5.3 acres which was conveyed by William F. Wood and wife to Charles Addison Hodges, April 13, 1923 and recorded among the Land Records as aforesaid in Liber W.N.W. No. 64, folio 481; and saving and excepting therefrom that tract of land containing 34.625 acres which were conveyed by James Edward Wood, single, and William H. Wood and Nelly Wood, his wife, to Edgar P. Wayson, Jr., and Doris Price Wayson, his wife, by deed dated July 20, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 391, folio 2."

3. That said property was sold to Benjamin Watkins, III, for the sum of $41,500.00, that being the highest bid.

4. That said purchaser has paid a deposit on account of the purchase of said property in the amount of $4,150.00.

5. That there are attached hereto, and made a part hereof, the Certificate of the Auctioneer, together with the Purchaser's Affidavit.

AND, AS IN DUTY BOUND, ETC.

James C. Morton, Jr.

James C. Morton, Jr.
Assignee

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

14

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 11th day of June, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JAMES C. MORTON, JR., ASSIGNEE named in the above Report of Sale, and he made oath in due form of law that the matters and things stated in the aforegoing Report are true to the best of his knowledge, information and belief; and that the sale therein reported was fairly made.

AS WITNESS my hand and Seal Notarial.

Sylvia L. Morton
Notary Public

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

15

ORDER NISI

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JAMES E. WOOD AND WILLIAM H. WOOD

BOOK 148 PAGE 523

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,604 Equity

Ordered, this 12th day of June, 1963, That the sale of the property in these proceedings mentioned made and reported by James C. Morton, Jr., Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd 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 22nd day of July next.

The report states that the amount of sale was $ 41,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

James C. Morton, Jr., Atty. FOR: MARYLAND GAZETTE June 20th Edition

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JAMES E. WOOD AND WILLIAM H. WOOD

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd 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 23 AM 11 57

16

AFFIDAVIT OF NON-MILITARY SERVICE

BOOK 148 PAGE 524

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 12th day of June, 1963, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, JAMES C. MORTON, JR., Assignee,

~~plaintiff~~ ~~xxx~~ 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.)

William H. Wood is a businessman residing in Oak Park, Illinois, and that James E. Wood is a farmer residing in Davidsonville, Maryland,

and they are not in the military service of the United States of America.

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

Notarial Seal

Sylvia L. Marston
Notary Public

My Commission will expire on: May 3, 1965.

Filed,

FILED
1963 JUN 12 AM 11:43

17.

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,604 Equity

In the Matter of the Sale of the Mortgaged Real Estate of JAMES E. WOOD and WILLIAM H. WOOD

Ordered, this 12th day of June, 1963, That the sale of the property in these proceedings mentioned made and reported by James C. Morton, Jr., Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd 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 22nd day of July next.

The report states that the amount of sale was $41,500.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
Jy-11

FILED
1963 JUL 12 PM 3:43
No. M. G. 5122

18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 525

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 12, 1963

We hereby certify, that the annexed Order Nisi Sale Eq 15,604 James E. Wood

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of July, 1963. The first insertion being made the 20th day of June, 1963

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

IN THE MATTER OF THE	*	NO. 15,604 EQUITY
MORTGAGED REAL ESTATE	*	IN THE
OF JAMES E. WOOD AND	*	CIRCUIT COURT
WILLIAM H. WOOD	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	

* * * * * * * * * * *

PETITION TO AMEND STATEMENT OF MORTGAGE DEBT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William H. Wood, by James C. Morton, Jr., his attorney, respectfully represents:

1. That your Petitioner failed to include in the Statement of Mortgage debt filed in this proceeding the amount of real estate taxes on the mortgaged premises that had been paid by him as follows:

1949	$85.90
1950	72.31
1951	87.15
1952	95.15
1953	91.39
1954	104.54
1955	91.81
1956 - Paid by Edward Wood	
1957	123.51
1958	117.88
1959	123.15
1960	128.30
1961	130.66
1962	130.11
Total	$1,381.86

WHEREFORE, your Petitioner prays an Order of this Honorable Court authorizing him to amend the Statement of Mortgage Debt as aforesaid.

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

FILED

1963 AUG 27 PM 12:03

19

AND AS IN DUTY BOUND, ETC.

William H. Wood
William H. Wood
Petitioner

James C. Morton, Jr.
James C. Morton, Jr.
18 West Street
Annapolis, Maryland
Colonial 7-8186
Attorney for Petitioner

ORDER OF COURT

UPON the foregoing Petition, it is this 28th day of August, 1963, by the Circuit Court for Anne Arundel County, ORDERED, that William H. Wood, be, and he is hereby authorized, to file an Amended Statement of Mortgage Debt in accordance with the foregoing Petition.

O. Bowie Duckett
Judge

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

FILED
1963 AUG 28 AM 11:23

20

BOOK 148 PAGE 528

No. 15,604 Equity

AMENDED STATEMENT OF MORTGAGE DEBT

Amended Statement of Mortgage Debt under the mortgage from James E. Wood and William H. Wood, dated March 27, 1930.

Principal Balance Due	$2,700.00
Interest thereon to 4/30/63	2,619.00
Balance of Principal and Interest	$5,319.00
Plus insurance required by mortgage	479.06
Plus real estate taxes paid by William H. Wood for the years 1949 through 1963, exclusive of the year 1956	1,381.86
Total Mortgage Claim	$7,179.92

William H. Wood
William H. Wood

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 27th day of August, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM H. WOOD, who made oath in due form of law that the above is a true Amended Statement of the amount of the Mortgage Debt under the aforesaid Mortgage now remaining due and unpaid.

AS WITNESS my hand and Seal Notarial.

Alice L. Marston
Notary Public

FILED

1963 AUG 28 PM 1:36

21

BOOK 148 PAGE 529

In the Case of

In the Matter of the Sale of the Mortgaged Real Estate of James E. Wood and William H. Wood

vs.

In the

Circuit Court

For

Anne Arundel County

No. 15,604 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 SEP 13 AM 10:17

All of which is respectfully submitted.
September 13, 1963

Thomas Hopkins Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 1 day of October, 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 OCT -1 AM 9:12

Dr. In the Matter of the Sale of the Mortgaged Real Estate of James E. Wood and William H. Wood

In Acct. with James C. Morton, Jr., Assignee

					Cr.	
1963						
June	11	Proceeds of Sale	41,500	00		
		Interest on deferred payment of 37,350.00 from 6/11/63 to 8/19/63	423	34	41,923	34
					41,923	34
		To Assignee for fee, viz:	50	00		
		To Assignee for Commissions	1,118	47	1,168	47
		To Assignee for Court costs, Viz:				
		Plaintiffs Solicitors Appearance fee	10	00		
		Clerk of Court - Court costs	42	50		
		W. R. Huggins - Sheriffs costs	3	75		
		Auditor - Stating this account	40	00	96	25
		To Assignee for expenses, viz:				
		Capital-Gazette Press - Advertising Sale	99	76		
		Capital-Gazette Press - Order nisi - Sale	15	00		
		Speer Publications - Handbills	17	00		
		Robert H. Campbell - Auctioneers fee	415	00		
		Globe Indemnity Co. - Bond Premium	166	00		
		Louis N. Phipps - Clerk - Photocopies	14	25		
		1963 County & State Taxes - 1/1/63 to 6/11/63	78	47		
		Sylvia L. Marston - Notary fee	2	50	807	98
		To Assignee for Claims filed, viz:				
		William H. Wood, Mortgage Claim in full	7,179	92		
		Interest on Principal balance of $2700.00 from 4/30/63 to 9/28/63 - 151 days @ 6%	67	06	7,246	98
		William H. Wood - One half Surplus	16,301	83	16,301	83

	J. Irving King - Judgment Claim on Surplus				
	due James E. Wood - Court Order 6/17/63	7,728	33		
	Interest on Principal judgment of 4129.57 from 7/1/63 to 9/28/63 - 89 days @ 6%	60	46	7,788	79
	Four Rivers Farms, Inc. - Judgment Claim on				
	surplus due James E. Wood - Court Order 9/3/63				
	Monetary Decree $3650.00				
	Accrued Interest to 9/1/63 689.75				
	Interest 9/1/63 to 9/28/63 16.21				
	Court Costs No. 15,470 Equity 41.45	4,397	41	4,397	41
	James E. Wood this surplus to be held				
	by Assignee subject to Order of Court	4,115	63	4,115	63
				41,923	34

24

BOOK 148 PAGE 532

MARCUS G. STROVEL,	:	
ASSIGNEE OF MORTGAGE	:	IN THE CIRCUIT COURT
vs.	:	OF ANNE ARUNDEL COUNTY.
HAMILTON B. GREGORY, JR. AND	:	
FRANCES M. GREGORY, HIS WIFE.	:	IN EQUITY

No. 15,686 Equity
21-130

MR. CLERK:

Please docket the above entitled case and file the attached mortgage as "Petitioner's Exhibit No. 1", and enter the appearance of Norris & Bast, Attorneys for the Assignee.

Marcus G. Strovel
Marcus G. Strovel,
Assignee of Mortgage

Norris & Bast
Norris & Bast
Bradford Federal Bldg.
2600 E. Fayette St.
Baltimore 24, Maryland

124

FILED
1963 JUN 25 AM 10:35

Equity No. 15,686

BOOK 148 PAGE 533

LIBER 1241 PAGE 175

No. 15,686 Equity

This Mortgage, Made this 1st day of October, in the year one thousand, nine hundred and fifty-eight, between - - - - - - - - - - - - - - - - - - -
HAMILTON B. GREGORY, JR. and FRANCES M. GREGORY, 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 Eleven Thousand Seven Hundred ($11,700.00) - - - - - - - - - - - - - - - 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-five dollars and forty cents ($75.40) - - - - - - - - - - - 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 those lots of ground situate and lying in Anne Arundel County in said State, and described as follows:

BEGINNING FOR THE same and being Lots Nos. 126 and 127 as shown on the Plat of East Glen Burnie recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 3 Rod F-4 Plat 4.

Subject to restrictions in Liber GTC 1150 folio 381.

Being the same lots of ground which by Deed dated February 4, 1957 and recorded among the Land Records of Anne Arundel County in Liber 1150 folio 381 was granted and conveyed by The Berkshire Land Corporation unto the within named mortgagors.

See also Confirmatory deed 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 The Berkshire Land Corporation unto the within named mortgagors.

"PETITIONER'S EXHIBIT NO. 1"

FILED
1963 JUN 25 AM 10:38

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 $ payable in equal installments half yearly on the day of and in each and every year~~ in fee simple.

It is a special covenant of this mortgage, that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew insurance on the premises covered hereby against loss by fire or other hazards as may be reasonably required by the Mortgagee in amounts and in a company or companies satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for insurance, and taxes and assessments next due (as estimated by the Mortgagee).

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

And the said Mortgagor , for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows:- (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagor , his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as 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 the 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.

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 & Twenty 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 s covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite.

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

WITNESS:

Geraldine C. Magsamen

Hamilton B. Gregory, Jr. (Seal)
HAMILTON B. GREGORY, JR.

Frances M. Gregory (Seal)
FRANCES M. GREGORY

(Seal)

(Seal)

4

5

BOOK 148 PAGE 536

LIBER 1241 PAGE 178

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 1st day of October, 19 58, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared HAMILTON B. GREGORY, JR. and FRANCES M. GREGORY, 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.

Bernadine C. Magsamen
Bernadine C. Magsamen, Notary Public.

BERNADINE C. MAGSAMEN NOTARY PUBLIC Baltimore County Md.

12.50

Rec'd for record Oct. 7, 1958, at 10:53 A.M.
Mailed to Bradford Federal Savings & Loan Asso.

Felicia Equity #1568

MORTGAGE

FROM

HAMILTON B. GREGORY, JR. and

FRANCES M. GREGORY, his wife

TO

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

Mail to: 159 N. Luzerne Ave. (24)

Block No. 175

Received for Record ..... 19 ..... 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

12.50
13.20

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, hereby assigns the within Mortgage unto Marcus G. Strovel, for the purpose of foreclosure, this 24th day of June, 1963.

Witness the corporate seal of said body corporate and the signature of Herbert F. Norris, its President.

WITNESS:
Ann K. Rahll
Ann K. Rahll

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION, A BODY CORPORATE.
BY: Herbert F. Norris, President.

BOOK 148 PAGE 537

MARCUS G. STROVEL,

ASSIGNEE OF MORTGAGE
Plaintiff

VS.

HAMILTON B. GREGORY, JR. AND

FRANCES M. GREGORY, HIS WIFE.

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL
~~BALTIMORE~~ COUNTY

Docket No. 21, Folio 130

Case No. 15,686

NON-MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY, that on the 24th day of June, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~County~~ (City) personally appeared Herbert F. Norris, President of Bradford Federal Savings and Loan Association, a body corporate, and made oath, in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

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

(2) Said Defendant is not in the Military Service of any Nation allied 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.

Ann K. Rahll

Ann K. Rahll - Notary Public

Herbert F. Norris

Herbert F. Norris, Affiant

FILED

1963 JUN 25 AM 10:35

6

E-118—1M—9-1-61

BOOK 148 PAGE 538

MARCUS G. STROVEL,

ASSIGNEE OF MORTGAGE

VS.

HAMILTON B. GREGORY, JR. AND

FRANCES M. GREGORY, HIS WIFE.

IN THE

ANNE ARUNDEL

Circuit Court for ~~Baltimore~~ County

IN EQUITY No. 15,686

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Hamilton B. Gregory, Jr. and Frances M. Gregory, his wife to Bradford Federal Savings and Loan Association, a body corporate,

dated the 1st day of October, 1958, and recorded among the Land Records of Baltimore County in Liber G.T.C. No. 1241 Folio 175

Original Amount of Mortgage Loan	- $ 11,700.00
Expenses Paid: Taxes, Insurance	- 2,233.27
Interest to June 30th, 1963	- 3,101.81
Total	- $ 17,034.81
Less: Total Amount Paid By Borrowers	- 5,366.30
Amount of Mortgage Claim	- $ 11,668.51

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Herbert F. Norris, President

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

I HEREBY CERTIFY, that on this 24th day of June 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~~ CITY of Baltimore, personally appeared Herbert F. Norris, President of Bradford Federal Savings and Loan Association, abody 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.

ANN K. RAHLL NOTARY PUBLIC BALTIMORE, MD.

Ann K. Rahll

Ann K. Rahll-Notary Public.

FILED

1963 JUN 25 AM 10:35

ASSIGNEE'S
[~~TRUSTEE'S~~ BOND]

BOOK 148 PAGE 539

BOOK 12 PAGE 133

The Jeffersonian Print, Towson, Md.

No. 15,686 Equity

Know All Men by These Presents:

That we, MARCUS G. STROVEL, Assignee of Mortgage for Purpose of Foreclosure, 159 North Luzerne Avenue, Baltimore 24, Maryland and INSURANCE COMPANY OF NORTH AMERICA of Philadelphia, Pennsylvania are held and firmly bound unto the State of Maryland in the full and just sum of TWELVE THOUSAND----- ----------AND 00/100 ($12,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 22nd day of July 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 ----- day of ----- nineteen hundred and ----- between Marcus G. Strovel, Assignee of Mortgage for Purpose of Foreclosure complainants, and Hamilton B. Gregory, Jr. and Frances M. Gregory, his wife respondents, the above bound MARCUS G. STROVEL

Assignee

has been appointed to make sale of the Real Estate and premises in the proceedings in said cause mentioned:

Now The Conditions Of This Obligation Are Such

That if the above bounden MARCUS G. STROVEL, Assignee of Mortgage for Purpose of Foreclosure 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

Marcus G. Strovel [SEAL]
MARCUS G. STROVEL

[SEAL]

[SEAL]

INSURANCE COMPANY OF NORTH AMERICA [SEAL]

BY: D. Van Norman Jr. [SEAL]
D. Van Norman, Jr.
Attorney-in-Fact

FILED JUL 26 1963 AM 10.

8

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

Assignee's Sale

Of Desirable Fee-Simple Dwelling Property

Lots Numbered 126 and 127, Plat of East Glen Burnie, the improvements thereon being known as No. 413 Stiemly Avenue, Glen Burnie, Maryland

Under and by virtue of the power and authority contained in a mortgage from Hamilton B. Gregory, Jr. and Frances M. Gregory, his wife, to Bradford Federal Savings and Loan Association, a body corporate, dated October 1, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1241 folio 175 (default having occurred thereunder), and being duly assigned to Marcus G. Strovel, the undersigned Assignee, will sell at Public Auction on the premises,

On Tues., July 30, 1963
At 3:00 o'clock P.M.

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

BEGINNING FOR THE SAME and being Lots Nos. 126 and 127 as shown on the Plat of East Glen Burnie, recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 3 Rod F-4 Plat 4.

Subject to restrictions in Liber G.T.C. No. 1150 folio 381.
The improvements consist of a three-level brick and frame dwelling.

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 expenses, including Sanitary to day of sttlement. Taxes and all other expenses, including Sanitary District Liens, if any, to be adjusted to day of sale. Any property transfer tax imposed by Anne Arundel County to be borne by the purchaser. Cost of state and federal stamps to be borne by purchaser.

MARCUS G. STROVEL
Assignee of Mortgage

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

Jy-25

1963 JUL 29 PM 4:32

No. 9

OFFICE OF

Maryland Gazette

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

BOOK 148 PAGE 340

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 27, 1963

We hereby certify, that the annexed

Assignee's Sale

Hamilton B. Gregory, Jr

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of July, 1963. The first insertion being made the 22nd day of July, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 148 PAGE 541

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 30th day of July, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City of~~ Baltimore County, personally appeared HERBERT F. NORRIS, the President of BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION, and made oath in due form of law (that the said purchaser purchased the same as principal and not as agent for anyone) and that said purchaser did not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Herbert F. Norris (SEAL)
Purchaser
Herbert F. Norris - President

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

John M. Miller Jr.
Notary Public

FILED
1963 AUG -5 AM 10:26

10

E-123—1 M—10-28-60.

REPORT OF SALE

MARCUS G. STROVEL, Assignee of Mortgage

VS.

HAMILTON B. GREGORY, JR. and
FRANCES M. GREGORY, his wife

—IN THE—

CIRCUIT COURT

—FOR—

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

No. 15,686.

BOOK 148 PAGE 342

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

The Report of Sale of MARCUS G. STROVEL, Assignee ~~Trustee appointed by the decree~~ in the above entitled cause to make sale of all that fee-simple property

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

THE MARYLAND GAZETTE

a weekly newspaper, published in Anne Arundel ~~Baltimore~~ County, for more than three successive weeks preceding the day of sale, said Assignee ~~Trustee~~ did pursuant to said notice on Tuesday the 30th day of July, 1963, at 3:00 o'clock, P. M., attend on the premises and then and there sold all those fee-simple lots, being known as Lots Nos. 126 and 127 as shown on the Plat of East Glen Burnie, recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 3 Rod F-4 Plat 4; the improvements thereon being known as No. 413 Stiemly Avenue; subject to restrictions in Liber G.T.C. No. 1150 folio 381, unto Bradford Federal Savings and Loan Association, a body corporate, at and for the sum of $10,500.00, 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 the said property.

Marcus G. Strovel

MARCUS G. STROVEL, Assignee of Mortgage ~~Trustee~~.

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

I Hereby Certify, that on this 1st day of August, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared MARCUS G. STROVEL, Assignee of Mortgage ~~Trustee~~ and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal.

Joanne Cox

Joanne Cox - Notary Public

FILED
1963 AUG -5 AM 10:26

JOANNE COX NOTARY PUBLIC Baltimore County Md.

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

Assignee's Sale

Of Desirable Fee-Simple Dwelling Property

Lots Numbered 126 and 127, Plat of East Glen Burnie, the improvements thereon being known as No. 413 Stiemly Avenue, Glen Burnie, Maryland

Under and by virtue of the power and authority contained in a mortgage from Hamilton B. Gregory, Jr. and Frances M. Gregory, his wife, to Bradford Federal Savings and Loan Association, a body corporate, dated October 1, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1241 folio 175 (default having occurred thereunder), and being duly assigned to Marcus G. Strovel, the undersigned Assignee, will sell at Public Auction on the premises,

On Tues., July 30, 1963
At 3:00 o'clock P.M.

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

BEGINNING FOR THE SAME and being Lots Nos. 126 and 127 as shown on the Plat of East Glen Burnie, recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 3 Rod F-4 Plat 4.

Subject to restrictions in Liber G.T.C. No. 1150 folio 381.
The improvements consist of a three-level brick and frame dwelling.

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 expenses, including Sanitary to day of sttlement. Taxes and all other expenses, including Sanitary District Liens, if any, to be adjusted to day of sale. Any property transfer tax imposed by Anne Arundel County to be borne by the purchaser. Cost of state and federal stamps to be borne by purchaser.

MARCUS G. STROVEL
Assignee of Mortgage

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

Jy-25

ORDER NISI

BOOK 148 PAGE 544

MARCUS G. STROVEL, Assignee of Mortgage

versus

HAMILTON B. GREGORY, JR. and FRANCES M. GREGORY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,686 Equity

Ordered, this 5th day of August, 19 63, That the sale of the property in these proceedings mentioned made and reported by Marcus G. Strovell, Assignee of Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of September next.

The report states that the amount of sale was $ 10,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Norris and Bast, Attys.

For the Maryland Gazette, (Aug.8th Edition)

(Final Order)

MARCUS G. STROVEL, Assignee of M Mortgage

versus

HAMILTON B. GREGORY, JR. and FRANCES M. GREGORY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of September, 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.

Bonn Duckett

JUDGE.

FILED

1963 SEP 10 PM 2:56

12

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,686 Equity

MARCUS G. STROVEL,
Assignee of Mortgage
versus
HAMILTON B. GREGORY, JR.,
and FRANCES M. GREGORY,
his wife

Ordered, this 5th day of August, 1963, That the sale of the property in these proceedings mentioned made and reported by Marcus G. Strovel, Assignee of Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of September next.

The report states that the amount of sale was $10,500.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-29

1963 SEP -3 PM 12:59

FILED

No. M. G. 7145

13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 545

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq 15,686

Hamilton B. Gregory, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of September, 1963. The first insertion being made the 8th day of August, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

MARCUS G. STROVEL, Assignee of Mortgage

VS.

HAMILTON B. GREGORY, JR. and
FRANCES M. GREGORY, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 15,686 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 SEP 19 PM 12:01 FILED

All of which is respectfully submitted.
September 19, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 7th day of October, 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

FILED
1963 OCT 7 PM 12:04

14

Dr. MARCUS G. STROVEL, Assignee of Mortgage vs. HAMILTON B. GREGORY, JR. and FRANCES M. GREGORY, his wife,

In Acct. with MARCUS G. STROVEL, Assignee

						Cr.
1963						
July	30	Proceeds of Sale	10,500	50		
		Interest on deferred payment of $9,750.00				
		from 7/30/63 to 9/11/63	66	57	10,566	57
		Refund 1963 County & State Taxes				
		7/30/63 to 12/31/63 (210.83)	87	85		
		Refund Water & Sewer Benefits				
		7/30/63 to 12/31/63 (105.00)	43	75	131	60
					10,698	17
		To Assignee for fee, viz:	120	00		
		To Assignee for commissions, viz:	347	00	467	00
		To Assigneee 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		
		The Sunpapers - advertising sale	15	55		
		E.T.Newell & Co. Inc.-auctioneer's fee	25	00		
		Ins. Co. of North America - bond premium	48	00		
		Ann K. Rahll - notary fees	1	00		
		John M. Miller, Jr. - notary fee		50		
		Joanne Cox - notary fee		50	179	07

		To Bradford Federal Savings & Loan Assn.				
		this balance on account of claim filed	9,991	60	9,991	60
					10,698	17
		Amount of Mortgage claim filed	11,668	51		
		Interest on principal balance of $11,668.51 from 6/30/63 to 10/5/63 - 97 days @ 6%	186	23		
			11,854	74		
		Cr. - amount allowed above	9,991	60		
		Balance subject to Decree in Personam	1,863	14		

BOOK 148 PAGE 549

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY
vs.		
	*	(In Equity)
Mahlon Lowman, Jr. and Emma Lowman , his wife	*	No. 15,629 Equity

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

Mr. Clerk:

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

1 - Original Mortgage from Mahlon Lowman, Jr. and Emma Lowman, his wife to Leeds Federal Savings and Loan Association, dated February 18, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1002, folio 391 etc..

Edward J. Brannan

Edward J. Brannan,
Attorney Named in Mortgage

541 Equitable Bldg. # 2
Pl. 2-5903

FILED

1963 MAY 29 AM 11:56

City-County Form.

BOOK 148 PAGE 550
LIBER 1002 PAGE 391

No. 15,628 Equity

This Mortgage,

Made this 18th day of February, in the year one thousand, nine hundred and fifty-six, between Mahlon Lowman, Jr. and Emma Lowman, his wife of Anne Arundel County, in the State of Maryland, Mortgagors, and the LEEDS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of FIFTY FIVE HUNDRED ($5500.00) - Dollars being part of the purchase money for the property hereinafter described:

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

By the payment on or before the first day of each month from date hereof; of the sum of - -FORTY-SIX DOLLARS AND FORTY TWO CENTS ($46.42) - - - - - ~~Dollars~~, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

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

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

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

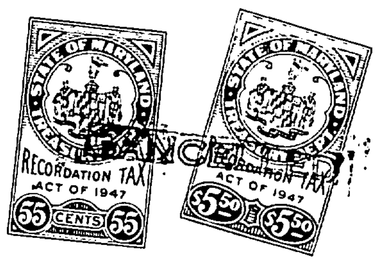
NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot of ground situate and lying in Anne Arundel County in said State, and described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

1963 MAY 29 AM 11 56

BEGINNING for the same at an iron pipe here set on the southwest side of the 40 foot Generals Highway, said point of beginning is North 40° 49' 40" west 599.09 feet from an iron pipe here found which marks the intersection of the southwest side of said Highway and the northwest boundary line of that conveyance from Mahlon and Rosie Lowman to George D. Stohlman, dated October 4, 1932 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 106, folio 330. Thence from point of beginning so fixed and running at right angles to said Highway, South 49° 03' 00" West 406.07 feet to an iron pipe here set in the southwest outline of the whole tract of which this parcel is a part, thence binding on said outline North 57° 01' 30" West 119.69 feet to an iron pipe, thence leaving said outline north 49° 03' 00" East 439.22 feet to an iron pipe here set on said side of said Highway, thence binding on said side of said Highway, South 49° 47' 00" East 115.00 feet to the point of beginning. Containing 1.116 Acres, more or less according to a resurvey made by James D. Hicks County Surveyor in September 1951 and being Lot No. 3

as shown on an unrecorded plat.

BEING the same lot of ground and premises which, by deed dated September 24, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 552, folio 252 etc., was granted and conveyed by Mahlon Lowman and Rosie M. Lowman, his wife unto Mahlon Lowman, Jr. and Emma Lowman, his wife, the Mortgagors herein. See also confirmatory deed dated June 5, 1954 and recorded among the aforesaid Land Records of Anne Arundel County in Liber J.H.H. No. 838, folio 234 etc., from Mahlon Lowman and Rosie M. Lowman, his wife to Mahlon Lowman, Jr. and wife.



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

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

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

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

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

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

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

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

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Edward J. Brannan
Edward J. Brannan

Mahlon Lowman Jr. (SEAL)
Mahlon Lowman, Jr.

Emma Lowman (SEAL)
Emma Lowman

(SEAL)

(SEAL)

6

LIBER 1002 PAGE 394 BOOK 148 PAGE 553

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 18th day of February, 19 56, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared Mahlon Lowman, Jr. and Emma Lowman, his wife the Mortgagor s, named in the aforegoing Mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing Mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared George S. M. Kieffer President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal

Edward J. Brannan
Edward J. Brannan, Notary Public.

Rec'd for record Feb 21 1956 at 10.05 A.M.
Mailed to Edward J. Brannan

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

Edward J. Brannan, Attorney
Named in Mortgage
vs.
Mahlon Lowman, Jr. and
Emma Lowman, his wife

"Plaintiffs' Exhibit No. 1".

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

Edward J. Brannan
Attorney Named in Mortgage

vs.

Mahlon Lowman, Jr. and
Emma Lowman, his wife

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

Case No. 15,629

* Docket No. 20

* Folio No. 99

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

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

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

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

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

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

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

Subscribed and sworn to before me
this 28th day of May, 1963.

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

FILED
1963 MAY 29 AM 11:56

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BOOK 148 PAGE 555

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (Equity)
vs.	*	Docket No. 21, Folio 99
Mahlon Lowman, Jr. and Emma Lowman, his wife	*	Case No. 16,629

* * * * * * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from Mahlon Lowman, Jr. and Emma Lowman, his wife, dated February 18, 1956, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1002, folio 391 etc..

Original Amount of Mtge. - - -	$ 5,500.00
Amount Paid on Account - - - -	1,841.38
	$ 3,658.62
Interest to July 1, 1963 - -	18.90
	$ 3,677.52
Plus overdrawn exp. acct. - -	4.78
Amount due	$ 3,682.30

Edward J. Brannan

Edward J. Brannan, Atty. Named in Mtge.

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 Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the Plaintiff in the above entitled cause and made oath that the aforegoing is a just and true statement of the amount of the Mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

FILED

1963 MAY 29 AM 11:56

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

BOOK 148 PAGE 556

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

BOOK 12 PAGE 73

Docket 21 - Folio 99
Case No 15,629 Equity

Edward J. Brannan Attorney named in the Mortgage

vs.

Mahlon Lowman, Jr. and Emma Lowman, his wife

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we,

Edward J. Brannan of 541 Equitable Building, Baltimore, Maryland

as Principal ,

and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand and 00/100 ---------- Dollars ($ 5,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 31st day of May , in the year of our Lord, nineteen hundred and sixty-three

WHEREAS, the above bounden Edward J. Brannan

by virtue of the power contained in a mortgage from Mahlon Lowman, Jr. and Emma Lowman, his wife to Leeds Federal Savings and Loan Association bearing date the 18th day of February , 19 56 and recorded among the Land Records of Anne Arundel County in Liber No. GTC-1002 Folio 391 and

Edward J. Brannan

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

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

Edward J. Brannan

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

Signed, sealed and delivered

in the presence of

Marguerite E. Wolf

Edward J. Brannan (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Charles E. Shields

Charles E. Shields, Attorney-in-fact

FILED
1963 JUN -4 AM 9:17

B.L. Bolling

B.L. Bolling, Witness to Surety

Bond approved this 4 day of June, 1963
Louis J. Phipps, Clerk

EDWARD J. BRANNAN,
Solicito
541 Equitable Bldg.

Mortgage Sale

Of Desirable Fee Simple Property

situate on southwest side of Generals Highway — Crownsville — (Route 178) 1½ miles south of Dorrs Corner, 2nd. Election District of Anne Arundel County — containing 1.116 Acres, more or less.

By virtue of and pursuant to the power of sale contained in the mortgage from Mahlon Lowman, Jr. and Emma Lowman, his wife, to the Leeds Federal Savings and Loan Association, dated February 18, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1002, folio 391 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises on

Mon., July 1, 1963
at 2 o'clock P.M.
(D.S.T.)

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

BEGINNING for the same at an iron pipe here set on the southwest side of the 40 foot Generals Highway, said point of beginning is North 40°49'40" west 599.09 feet from an iron pipe here found which marks the intersection of the southwest side of said Highway and the northwest boundary line of that conveyance from Mahlon and Rose Lowman to George C. Stohlman, dated October 4, 1932 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 106, folio 330. Thence from point of

No. 9

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 557

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 28, 1963

We hereby certify, that the annexed

Mortgage Sale

Mahlon Lowman, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of July, 1963. The first insertion being made the 6th day of June, 1963

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1963 JUL -1 PM 12:31

By H. Pilghman

beginning so fixed and running at right angles to said Highway, South 49 degrees 03' 00" West 406.07 feet to an iron pipe set in the southwest outline of the whole tract of which this parcel is a part, thence binding on said outline North 57 degrees 01' 30" west 119.69 feet to an iron pipe, thence leaving said outline north 49 degrees 03' 00" East 439.22 feet to an iron pipe here set on said side of said Highway, thence binding on said side of said Highway, South 49 degrees 47' 00" East 115.00 feet to the point of beginning. Containing 1.116 acres, more or less according to a resurvey made by James D. Hicks, County Surveyor, in September, 1951, and being Lot No. 3 as shown on an unrecorded plat.

The aforesaid lot of ground is improved with a ONE STORY FRAME DWELLING, containing four (4) rooms, one (1) bath, hot air-oil heat.

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

TERMS OF SALE: A deposit of $500.000 will be required of the purchaser on the day of Sale. Balance of purchase money to be paid upon ratification of sale by the Circuit Court for Anne Arundel County and is to bear interest at the rate of six percentum (6 percent) from the date of sale to the date of settlement. All cost of conveyance, including revenue stamps on deed shall be at the expense of the purchaser.

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

EDWARD J. BRANNAN,
ATTY. Named in Mortgage -
E. T. NEWELL & CO., INC.,
Auctioneers. JU-27

BOOK 148 PAGE 559

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	*	
vs.	*	CASE NO. 15,629
	*	Docket 21
Mahlon Lowman, Jr. and Emma Lowman, his wife	*	Folio 99

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

CERTIFICATION

The undersigned Auctioneer hereby certifies that on this 1st. day of July, 1963, he sold at public auction, for the highest price the following described property:

BEGINNING for the same at an iron pipe here set on the southwest side of the 40 foot Generals Highway, said point of beginning is North 40° 49' 40" west 599.09 feet from an iron pipe here found which marks the intersection of the southwest side of said Highway and the northwest boundary line of that conveyance from Mahlon and Rose Lowman to George C.Stohlman, dated October 4, 1932 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 106, folio 330. Thence from point of beginning so fixed and running at right angles to said Highway, South 49° 03' 00" West 406.67 feet to an iron pipe here set in the southwest outline of the whole tract of which this parcel is a part, thence binding on said outline North 57° 01' 30" west 119.69 feet to an iron pipe, thence leaving said outline north 49° 03'00" East 439.22 feet to an iron pipe here set on said side of said Highway, thence binding on said side of said Highway, South 49° 47' 00" East 115.00 feet to the point of beginning. Containing 1.116 acres, more or less according to a resurvey made by James D. Hichs County Surveyor in September 1951 and being Lot No. 3 as shown on an unrecorded plat, at and for the price of Forty-Seven Hundred Sixty (4760.00) Dollars.

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

Witness: E. T. NEWELL & CO., INC.,

Betty G. Trueschler BY: [signature] Pres.

The undersigned Purchasers of the above described property do hereby certify that they bought said property at the auction at and for the price of _____.

Witness:

Irene B. Engelmann (SEAL)

Edward J. Brannan [signature] (SEAL)

FILED

1963 JUL -3 AM 11:22

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Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	*	Case No. 15,629
vs.	*	Docket 21
Mahlon Lowman, Jr. and Emma Lowman, his wife	*	Folio 99
	*	

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated February 18, 1956 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1002, folio 391 etc., from Mahlon Lowman, Jr. and Emma Lowman, his wife to the Leeds Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows:

That after giving Bond with security for the faithful discharge of his trust, which was duly filed and approved and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Maryland Gazette newspaper published in Anne Arundel County for more than three successive weeks, preceeding the day of sale, Edward J. Brannan under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 1st. day of July, 1963 at 2:00 P.M. (D.S.T.) attend on the premises and then and there sold the fee simple property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report, unto Irene B. Engelmann and John F. Engelmann, her husband at and for the sum of Four Thousand Seven Hundred Sixty Dollars (4,760.00), which said price was the highest amount bid for the property.

Edward J. Brannan

Edward J. Brannan, Atty. Named in Mortgage.

FILED

1963 JUL -3 AM 11:22

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, that on this 2nd. day of July, 1963, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

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

EDWARD J. BRANNAN,
Solicitor
541 Equitable Bldg.

Mortgage Sale

Of Desirable Fee Simple Property

situate on southwest side of Generals Highway — Crownsville — (Route 178) 1½ miles south of Dorrs Corner, 2nd. Election District of Anne Arundel County — containing 1.116 Acres, more or less.

By virtue of and pursuant to the power of sale contained in the mortgage from Mahlon Lowman, Jr. and Emma Lowman, his wife, to the Leeds Federal Savings and Loan Association, dated February 18, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1002, folio 391 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises on

Mon., July 1, 1963
at 2 o'clock P.M.
(D.S.T.)

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

BEGINNING for the same at an iron pipe here set on the southwest side of the 40 foot Generals Highway, said point of beginning is North 40°49'40'' west 599.09 feet from an iron pipe here found which marks the intersection of the southwest side of said Highway and the northwest boundary line of that conveyance from Mahlon and Rose Lowman to George C. Stohlman, dated October 4, 1932 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 106, folio 330. Thence from point of beginning so fixed and running at right angles to said Highway, South 49 degrees 03' 00'' West 406.07 feet to an iron pipe set in the southwest outline of the whole tract of which this parcel is a part, thence binding on said,

12

outline North 57 degrees 01' 30" west 119.69 feet to an iron pipe, thence leaving said outline north 49 degrees 03' 00" East 439.22 feet to an iron pipe here set on said side of said Highway, thence binding on said side of said Highway, South 49 degrees 47' 00" East 115.00 feet to the point of beginning. Containing 1.116 acres, more or less according to a resurvey made by James D. Hicks, County Surveyor, in September, 1951, and being Lot No. 3 as shown on an unrecorded plat.

The aforesaid lot of ground is improved with a ONE STORY FRAME DWELLING, containing four (4) rooms, one (1) bath, hot air-oil heat.

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

TERMS OF SALE: A deposit of $500.000 will be required of the purchaser on the day of Sale. Balance of purchase money to be paid upon ratification of sale by the Circuit Court for Anne Arundel County and is to bear interest at the rate of six percentum (6 percent) from the date of sale to the date of settlement. All cost of conveyance, including revenue stamps on deed shall be at the expense of the purchaser.

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

EDWARD J. BRANNAN,
ATTY. Named in Mortgage

E. T. NEWELL & CO., INC.,
Auctioneers. JU-27

ORDER NISI

BOOK 148 PAGE 563

EDWARD J. BRANNAN, ATTORNEY NAMED IN MORTGAGE

versus

MAHLON LOWMAN, JR. AND EMMA LOWMAN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,629 Equity

Ordered, this 3rd day of July, 19 63, That the sale of the property in these proceedings mentioned made and reported by Edward J. Brannan, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of August next.

The report states that the amount of sale was $ 4,760.00

Ford M. Phyps Clerk.

True Copy,

TEST: Clerk.

Edward J. Brannan, Atty. FOR: MARYLAND GAZETTE July 11th Edition
(Final Order)

EDWARD J. BRANNAN, ATTORNEY NAMED IN MORTGAGE

versus

MAHLON LOWMAN, JR. AND EMMA LOWMAN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of August, 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 AUG 13 PM 12:11

13

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15, 629 Equity

EDWARD J. BRANNAN, Attorney named in mortgage

VERSUS

MAHLON LOWMAN, JR. and EMMA LOWMAN, his wife

Order, this 3rd day of July, 1963, That the sale of the property in these proceedings mentioned made and reported by Edward J. Brannan; Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of August next.

The report states that the amount of sale was $4,760.00

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

LOUIS N. PHIPPS, Clerk

A-1

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 364

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 3, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,629
Mahlon Lowman, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of August, 1963. The first insertion being made the 11th day of July, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 AUG -5 By 3:42

By H. Tilghman

No. M. G. 5289

14

In the Case of

EDWARD J. BRANNAN, Attorney Named in Mortgage

VS.

MAHLON LOWMAN, JR., and

EMMA LOWMAN, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,629 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 SEP 23 AM 11:33 FILED

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 9th day of October, 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: Katherine H. Murphy deputy

FILED

1963 OCT -9 PM 3:16

15

16

Dr. Mortgaged Real Estate of Mahlon Lowman, Jr., & Emma Lowman, his wife

BOOK 148 PAGE 566

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

				Cr.
By	Amount of Sale, as per Attorney's Report of Sale filed		4,760 00	
By	Interest, 6%, on deferred payment $4,260.00 from 7/1/63 to 8/30/63		42 60	
By	Adjustment, 1963 taxes		49 78	
				4,852 38
To	Attorney, for fee, viz:	150 00		
To	Attorney, for commission, viz:	172 80		
			322 80	
To	Attorney, for Court Costs, viz:			
	Plaintiff's solicitor appearance fee	10 00		
	Clerk, Court Costs	31 00		
	Auditor, this account	35 00		
			76 00	
To	Attorney, for expenses, viz:			
	Capital-Gazette Press, Inc., Adv. & Nisi - Sale	120 00		
	Sunpapers, Adv. - Sale	39 15		
	U.S. Fidelity & Guaranty Co. - bond	20 00		
	E.T. Newell & Co., Inc. - Auctioneer's fee	177 80		
			356 95	
To	Leeds Federal Savings & Loan Association, Mortgagee, in full for Mortgage Claim fd.	3,682 30		
	Interest, 6%, on principal balance, $3,663.40, from 7/1/63 to 10/3/63	37 06		
			3,719 36	
To	Lincoln Loan Service, balance due on Judgment Claim filed (Law A-1306)	109 93		
	Interest, 6%, from 11/13/62 to 10/3/63	6 42		
	Court costs, Law A-1306	32 56		
			148 91	
To	Kay Investment Co & Maywood Holding Co., on account of second Mortgage Claim filed	228 36		
			228 36	
				4,852 38

BOOK 148 PAGE 567

V. CHARLES RINAUDO ASSIGNEE 2 W. Preston Street	*	IN THE
	*	CIRCUIT COURT OF
VS.	*	ANNE ARUNDEL COUNTY
MARIO GIOVANNI STEFANO LETTICH MYRIAM O. LETTICH, his wife Box 33 Upper Marlboro, Maryland	*	IN EQUITY
	*	No. 15,695 Equity
	*	

* * * * * * * * * *

Mr. Clerk:

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

Richard D. Biggs

Richard D. Biggs, Attorney

FILED

1963 JUN 28 AM 11:11

BOOK 148 PAGE 568
DO NOT INDEX IN CHATTELS

BOOK 1374 PAGE 41

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

No. 15,695 Equity

201654

MORTGAGE

THIS MORTGAGE, made this 1.21 day of February, A. D. 1960, by and between

MARIO GIOVANNI STEFANO LETTICH and MYRIAM O. LETTICH, his wife

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

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of SIXTEEN THOUSAND ONE HUNDRED TWENTY Dollars ($ 16,120.00), 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 Loyola Federal Savings and Loan Association, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Eighty-nine and 02/100ths Dollars ($ 89.02), commencing on the first day of March, 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 February, 1990. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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. 14, Block G, as shown on the Plat entitled "Subdivision Plan, Section 2, Crestwood", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 29, folio 29. The improvements thereon being known as No. 437 Sudbury Road.

BEING the same lot of ground described in an Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, from Richmer Realty Corporation to Mario Giovanni Stefano Lettich and wife, the within named Mortgagors.

June 25, 1963

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

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

WITNESS: Carolyn M. Bindeman 115570

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By James H. Jones
James H. Jones, Vice President

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

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

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

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 first days of May and November, in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 $161.20 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:
Regina Graham
Regina Graham
Pitrea
Richard A. Larkin

Mario Giovanni Stefano Lettich [SEAL]
[SEAL]
Myriam O. Lettich [SEAL]
[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 24 day of February, 19 60, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared MARIO GIOVANNI STEFANO LETTICH ~~and MYRIAM O. LETTICH, his wife~~ one of the above named Mortgagors, and ~~they~~ he acknowledged the foregoing mortgage to be ~~their~~ his act.

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

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

REGINA GRAHAM NOTARY PUBLIC BALTIMORE, MD.

Regina Graham
Regina Graham Notary Public.

STATE OF MARYLAND
ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 24th day of February, 1960, before the subscriber, a notary public of the State of Maryland, in and for said County, personally appeared MYRIAM O. LETTICH, one of the abovenamed Mortgagors, and acknowledged the foregoing mortgage to be her act.

WITNESS my hand and notarial seal.

950 Richard A. Larkin
Richard A. Larkin Notary Public

Rec'd for record March 2 1960 at 3:11 P.M.
Mailed to State Title Co., Inc.

STATE OF MARYLAND

Mortgage

FROM

MARIO GIOVANNI STEFANO LETTICH AND MYRIAM O. LETTICH, HIS WIFE

TO

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

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

RECORDED IN LIBER G.L.B. 1374 FOLIO 41
CLERK

☆ U.S. GOVERNMENT PRINTING OFFICE: 1957—O-427739

STATE TITLE COMPANY, INC.
2 W. RED ROSE LANE
BALTIMORE 1, MD.

V. CHARLES RINAUDO Assignee 2 W. Preston Street Plaintiff	*	IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
VS.	*	IN EQUITY
MARIO GIOVANNI STEFANO LETTICH MYRIAM O. LETTICH, his wife Box 33 Upper Marlboro, Maryland	*	No. 15,695 Equity

* * * * * *

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 25th day of June, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared James H. Jones, VIce President of Loyola Federal Savings and Loan Association, and made oath in due form of law that he knows the defendant herein and that to the best of his information, knowledge and belief:

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

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

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

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

James H. Jones

James H. Jones, Affiant

Carolyn M. Bindeman

Carolyn M. Bindeman, Notary Public

FILED

1963 JUN 28 AM 11:11

BOOK 148 PAGE 573

V. CHARLES RINAUDO ASSIGNEE 2 W. Preston Street	*	IN THE
	*	CIRCUIT COURT OF
VS.	*	ANNE ARUNDEL COUNTY
MARIO GIOVANNI STEFANO LETTICH MYRIAM O. LETTICH, his wife Box 33 Upper Marlboro, Maryland	*	IN EQUITY No. 15,695 Equity

* * * * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Loyola Federal Savings and Loan Association under the mortgage from Mario Giovanni Stefano Lettich and Myriam O. Lettich, his wife, to it dated the 1st day of February, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1374 folio 41

Original Amount of Loan dated 2/1/60	$16,120.00	
Paid on Account of principal	697.24	
Balance Due		$15,422.76
Property Expense Balance, Debit		166.39
		15,589.15
Interest from January 1, 1963 through June 30, 1963		404.82
		$15,993.97

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 25th day of June, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association, and made oath in due form of law that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Carolyn M. Bindeman

Carolyn M. Bindeman, Notary Public

FILED

1963 JUN 28 AM 11:11

7

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY BOOK 148 PAGE 574

STATE OF MARYLAND No. 15,695 Equity

BOOK 12 PAGE 106

V. Charles Rinaudo

versus

Mario Giovanni Stefano Lettich
and Myriam O. Lettich, H/W

BOND OF TRUSTEE TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we,

V. Charles Rinaudo, 2 West Preston Street, Baltimore 1, 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 Sixteen Thousand and 00/100---------- Dollars ($16,000.00) 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 26th day of June in the year of our Lord one thousand, nine hundred and Sixty-Three

WHEREAS THE ABOVE BOUNDEN

V. Charles Rinaudo

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed trustee to sell 437 Sudbury Road, Linthicum Heights, Maryland mentioned in the proceedings in the case of

V. Charles Rinaudo

versus

Mario Giovanni Stefano Lettich
and Myriam O. Lettich, H/W

now pending in said Court.

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

V. Charles Rinaudo

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

Jacoby M. Bindeman ..... V. Charles Rinaudo (SEAL)
V. Charles Rinaudo

..... (SEAL)

..... (SEAL)

The Fidelity and Casualty Company of New York

Pamela Lehman
Pamela Lehman

FILED
1963 JUN 28 AM 11:11

By Earl W. Ussery
Earl W. Ussery, Attorney

Bond approved this 28 day of June, 1963
Louis N. Phipps, Clerk

8

RICHARD D. BIGGS
Solicitor
2 W. Preston Street
Baltimore 1, Maryland

Assignee's Sale

Of Valuable Leasehold Property

KNOWN AS
437 SUDBURY ROAD
LINTHICUM HEIGHTS,
MARYLAND

situate in the Fifth Election District of Anne Arundel County, Maryland.

By virtue of the power and authority contained in a mortgage from Mario Giovanni Stefano Lettich and Myriam O. Lettich, his wife, dated February 1, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1374 folio 41, the undersigned Assignee of said mortgage (default having occurred thereunder), will sell at public auction on the premises, on

Monday, Aug. 12, 1963
at 11:00 o'clock A. M.

the following property:

Being known and designated as Lot No. 14, Block G, as shown on the Plat entitled "Subdivision Plan, Section 2, Crestwood", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 29, folio 29. The improvements thereon being known as No. 437 Sudbury Road.

Subject to an annual rent of One Hundred Twenty Dollars ($120.00) payable on the first days of May and November.

9 No.

The property is improved by a split-level frame detached house containing eight rooms, three bedrooms, one and one-half baths and having hot-air, gas heating system.

TERMS OF SALE: A deposit of $500.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. All expenses including taxes, ground rents, special paving tax and Anne Arundel County Sanitary Charge, if any, to be adjusted to day of sale. The costs for state and federal revenue stamps to be borne entirely by purchaser or purchasers.

For further particulars, apply to:

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

E. T. NEWELL AND COMPANY,
Auctioneer

A-8

OFFICE (15,695

BOOK 148 PAGE 575

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 10, 1963

We hereby certify, that the annexed Assignee's Sale Mario Giovanni Stefano Lettich

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 August, 1963. The first insertion being made the 18th day of July, 1963.

FILED
1963 AUG 12 AM 11:48

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 12th day of August, 19 63, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Robert J. Schultze for Loyola Federal Savings and Loan Association, purchaser at the foreclosure sale in this cause, and made oath in due form of law (that he is the agent for the purchaser, Loyola Federal Savings and Loan Association,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Loyola Federal S&L (SEAL)
Purchaser
R J Schultze

William M White
Notary Public

FILED
1963 AUG 13 AM 9:58

10

BOOK 148 PAGE 577

V. CHARLES RINAUDO
Assignee

vs.

MARIO GIOVANNI STEFANO LETTICH
MYRIAM O. LETTICH, his wife
Box 33
Upper Marlboro, Maryland

IN THE

CIRCUIT COURT OF

ANNE ARUNDEL COUNTY

IN EQUITY

No 15,695

: : : : : : : : : :

REPORT OF SALE

The report of V. Charles Rinaudo, Assignee of a mortgage made by Mario Giovanni Stefano Lettich and Myriam O. Lettich, his wife, to Loyola Federal Savings and Loan Association and duly assigned to V. Charles Rinaudo, Assignee, respectfully represents:

THAT acting under the power and authority conferred upon him in the said mortgage, which is duly recorded among the Land Records of Anne Arundel County in Liber GTC No. 1374 folio 41, and after having complied with all the requirements of law and default having been made by the said mortgagors in the covenants and conditions of the said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisements inserted in The Capital Gazette Press, a newspaper published in Anne Arundel County, for at least three successive weeks, he did, pursuant to said notice, on the premises on Monday, August 12, 1963 at 11:00 o'clock A.M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

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

Being known and designated as Lot No. 14, Block G, as shown on the Plat entitled "Subdivision Plan, Section 2, Crestwood", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 29, folio 29. The improvements thereon being known as No. 437 Sudbury Road.

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1963 AUG 13 AM 9:58

11

Ground Rent $ 120.00 Per Annum

Payable on the 1st days of **May and November**

AND your Assignee sold the above described property unto

Loyola Federal Savings and Loan Association

for the sum of $ 15,200.00;, it being at that price the highest bidder therefore, the tersm being cash upon ratification of sale by the Court.

Respectfully submitted,

V. Charles Rinaudo, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this **12th** day of **August, 1963**, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared V. Charles Rinaudo, the Assignee mentioned in the aforegoing Report of Sale, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true, to the best of his knowledge and belief, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Notary Public

Carolyn M. Bindeman

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ORDER NISI

BOOK 148 PAGE 579

V.Charles Rinaudo,Assignee

versus

Mario Giovanni Stefano Lettich
Myriam O. Lettich, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,695 Equity

Ordered, this 13th day of August, 19 63, That the sale of the property in these proceedings mentioned made and reported by V.Charles Rinaudo, Assignee of mortgage

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

The report states that the amount of sale was $ 15,200.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Richard D. Biggs, Attorney
(Final Order)

For the Maryland Gazette
(Aug.15th Edition)

V.Charles Rinaudo, Assignee

versus

Mario Giovanni Stefano Lettich
Myriam O. Lettich, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of September, 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 Bruce Duckett
JUDGE.

FILED

1963 SEP 18 PM 4:06

13

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 15,695 EQUITY

V. Charles Rinaudo, Assignee
versus
MARIO GIOVANNI STEFANO LETTICH and
MYRIAM O. LETTICH, his wife

Ordered, this 13th day of August, 1963, That the sale of the property in these proceedings mentioned made and reported by V. Charles Rinaudo, Assignee of mortgage BE RATIFIED AND CONTINUED, unless cause to the contrary thereof be shown on or before the 16th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of September next.

The report states that the amount of sale was $15,200.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

S-5

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 500

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 6 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,695
Mario Giovanni Lettich

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 September, 1963. The first insertion being made the 15th day of August, 1963

FILED

1963 SEP -9 AM 11:58

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 7174

By H. Tilghman

14

BOOK 148 PAGE 581

In the Case of

V. CHARLES RINAUDO, Assignee

VS.

MARIO GIOVANNI STEFANO LETTICH AND

MYRIAM O. LETTICH, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,695 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Auditor.

FILED

1963 SEP 25 AM 10:31

FINAL ORDER

ORDERED BY THE COURT, this 11th day of October, 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. Tollevich, deputy

FILED

1963 OCT 11 AM 9:13

15

16

Dr. Mortgaged Real Estate of Mario Giovanni Stefano Lettich & Myriam O. Lettich, his wife

In Acct. with V. Charles Rinaudo, Assignee

				Cr.			
By	Amount of Sale, as per Assignee's Report of Sale filed			15,200	00		
	Interest, 6%, on deferred payment, $14,700.00 from 8/12/63 to 9/19/63			93	71		
						15,293	71
To	Assignee, for fee, viz:	250	00				
				250	00		
To	Assignee, for Court Costs, viz:						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, Court Costs	28	00				
	Auditor, this account	22	50				
				60	50		
To	Assignee, for expenses, viz:						
	Capital-Gazette Press, Inc., Adv. & Nisi - Sale	93	76				
	Sunpapers, Adv. - Sale	31	80				
	Fidelity & Casualty Co. of New York - bond	64	00				
	E.T. Newell & Co. Inc. - Auctioneers fee	35	00				
	Recording, short assignment of Mortgage	1	00				
	Postage		65				
	Notary fees	2	00				
				228	21		
To	Loyola Federal Savings & Loan Association, Mortgagee, on account of Mortgage claim			14,755	00		
						15,293	71
	Balance due on Mortgage, as per claim filed	15,993	97				
	Interest, 5¼%, on principal balance $15,589.15, from 7/1/63 to 10/15/63	238	66				
		16,232	63				
	Credit amount allowed above	14,755	00				
	This amount subject to decree in personam	1,477	63				

BOOK 148 PAGE 583

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
KENNETH F. LOWMAN and NAOMI	*	ANNE ARUNDEL COUNTY
MAE LOWMAN, HIS WIFE,	*	EQUITY NO. 15,700

* *

MR. CLERK:

Please docket the above entitled case and file the original Mortgage, Statement of Mortgage Debt, Military Affidavit, and copy of Advertisement.

George E. Rullman
Attorney named in Mortgage

FILED

1963 JUL -1 PM 3:10

COUNTY FORM

BOOK 148 PAGE 584

BOOK 1575 PAGE 459

This Mortgage,

Made this 2nd day of July, in the year one thousand, nine hundred and sixty-two (1962), Between Kenneth F. Lowman and Naomi Mae Lowman, his wife,

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

WHEREAS, said Mortgagors, being member s of said body corporate, ha ve received therefrom an advance in the sum of Eleven Thousand Five Hundred ($11,500.00)----------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:

72297

By the payment on or before the first day of each month from date hereof commencing on the first day of April, 19 63.

(A) of the sum of Eighty-two and 46/100 ($82.46)----------Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of Twenty-two and 54/100 ($22.54)----------Dollars, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance polices that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagors, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

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

It is hereby understood and agreed by the parties hereto that should there be any remaining balance due on said principal debt at the expiration of Twenty years from the date hereof, said balance shall then become due and payable.

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

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

do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple

3

BOOK 148 PAGE 585

BOOK 1575 PAGE 460

ALL that lot of ground situate and lying in the First Election District of Anne Arundel County, Maryland, described as follows:

BEGINNING for the same at a pipe found on the West side of a 12 foot roadway leading to a 30 foot County Road, which leads to Cadle Creek County Road; said pipe being the beginning point in the conveyance from James W. Gardner to Robert C. Basford and Ruth Basford, his wife, by deed dated October 10, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1430, Folio 548; thence running from said beginning point so fixed and leaving the above mentioned conveyance, and with the West side of said roadway, North 5° 18' 30" West 37.66 feet to a point, thence crossing said roadway, North 83° 39' 30" East 57.45 feet to a pipe found at the beginning point in the conveyance from George Gardner to Kenneth F. Lowman and Naomi Lowman, his wife, by deed dated April 2, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 616, Folio 271; thence with said conveyance, reversely, and as corrected for magnetic differences, South 2° 57' 30" East 37.10 feet to a pipe found on the South side and at the East end of a 12 foot roadway as referred to in the above last mentioned conveyance, thence still with said conveyance South 87° 09' 30" East 96.03 feet to a pipe found, thence North 29° 11' 30" East 27.38 feet to a pipe found, thence North 75° 18' 30" East 73.48 feet to a pipe set on the shore line of Cadle Creek, thence leaving the above mentioned conveyance, and with the shore line of Cadle Creek, the following six courses and distances: South 82° 05' East 58.30 feet; South 52° 19' East 89.50 feet; South 7° 46' East 45.08 feet; South 46° 05' West 33.86 feet; South 86° 09' West 127.23 feet and South 63° 29' West 97.78 feet to a pipe found at the end of the South 42° 28' East 68.62 foot line of the above first mentioned conveyance from Gardner to Basford; thence leaving said Creek, and with said last mentioned conveyance, reversely, North 42° 49' 30" West 68.62 feet to a brass plate found; thence South 84° 34' 30" West 75.60 feet to a pipe found on the West side and at the South end of the above first mentioned 12 foot roadway; thence with said roadway North 5° 18' 30" West 96.10 feet to the place of beginning. Containing 1.01 acres, and being subject to and having the use in common of the two 12 foot rights of way mentioned herein and as shown on a plat recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1487, Folio 455.

BEING the remaining part of the conveyance from James W. Gardner to George T. Gardner by deed dated October 24, 1945, and recorded in J.H.H. 354, Folio 76; and as surveyed by J. R. McCrone, Jr., Inc., Registered Civil Engineers and Land Surveyors, June, 1961, and further being a part of the conveyance from Harry N. Collison, et al, to George T. Gardner, et al, by deed dated May 5, 1914, and recorded among aforesaid Land Records in Liber G.W. 108, Folio 23. For further title reference see Last Will and Testament of George T. Gardner filed in the Orphan's Court for Anne Arundel County in H.S.C. 1, Folio 96.

95.30

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns.

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

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors their heirs personal representatives and assigns to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said mortgagee to pay six per cent (6%) interest for ninety days on that part of the aggregate amount of all repayments made on the loan in any one year which exceeds 20 percent of the original principal amount of the loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for George E. Rullman, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $100 and a commission to the party making sale of said property equal to the commission allowed trustees ~~for making~~ sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

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

WITNESS the hand s and seal of the said Mortgagors.

Witness:

Madolin Ross

Madolin Ross

Kenneth F. Lowman (SEAL)
Kenneth F. Lowman

(SEAL)

Naomi Mae Lowman (SEAL)
Naomi Mae Lowman

(SEAL)

BOOK 148 PAGE 580
BOOK 1575 PAGE 461

5

BOOK 148 PAGE 587

BOOK 1575 PAGE 462

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 2nd day of July, 1962, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Kenneth F. Lowman and Naomi Mae Lowman, his wife, the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared George E. Rullman, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Madolin Ross

Madolin Ross Notary Public.

My Commission expires May 6, 1963.

11.00

Rec'd for record July 3 1962 at 1:58 P.M.

Mailed to George E. Rullman

MORTGAGE

FROM

Kenneth F. Lowman and

Naomi Mae Lowman, his wife,

TO

FIRST FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS

GEORGE E. RULLMAN
ATTORNEY-AT-LAW
140 South Street
Annapolis, Maryland

25.30

1575 459

REC'D FOR RECORD IN LAND RECORDS OF

Rec'd

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
KENNETH F. LOWMAN AND NAOMI	*	ANNE ARUNDEL COUNTY
MAE LOWMAN, HIS WIFE,	*	EQUITY NO.

* *

STATEMENT OF MORTGAGE DEBT

Original Principal Amount of Mortgage	$11,500.00
No Principal payments made.	
Balance due on Principal	11,500.00
Interest, December 1962 thru July 1963	468.14
Total balance due on Mortgage debt	11,968.14
Less expense account	34.81
Total Mortgage claim	$ 11,933.33

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

I Hereby Certify that on the 1st day of July, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared IOLA P. ANDERSON, Secretary of First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is correct to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

Madolin Ross

Madolin Ross, Notary Public

My Commission expires May 3, 1965.

FILED

1963 JUL -1 PM 3:11

6

BOOK 148 PAGE 589

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
KENNETH F. LOWMAN and NAOMI	*	ANNE ARUNDEL COUNTY
MAE LOWMAN, HIS WIFE,	*	EQUITY NO.

* *

MILITARY AFFIDAVIT

In compliance with Soldiers and Sailors Civil Relief Act of Congress, October 1940 and Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition.

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

GEORGE E. RULLMAN, being first duly sworn, on oath deposes and says that he is the duly authorized agent of the First Federal Savings and Loan Association of Annapolis, the plaintiff in the above entitled cause, and makes this affidavit in its behalf.

AFFIANT states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress, October, 1940, and Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition, that on behalf of plaintiff, careful investigation has been made to ascertain whether or not the above named defendants are now in the Military Service of the United States and that as a result of said investigation Affiant has discovered and does hereby make oath that said defendants are not in the Military Service of the United States, that is to say, said defendants are not members of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and are not officers of the Public Health Service detailed by proper authority for duty with any of the branches aforesaid, nor are said defendants under training or education under the supervision of the United States preliminary to induction into the Military Service, but are employed as civilians and not subject to aforesaid.

George E. Rullman

George E. Rullman, Attorney & Agent, Affiant

SUBSCRIBED and sworn to before me this 1st day of July, 1963.

FILED

1963 JUL -1 PM 3:11

Madolin Ross

Madolin Ross, Notary Public

My Commission expires May 3, 1965.

GEORGE W. SCIBLE. . . . . .AUCTIONEER

PUBLIC SALE

OF VALUABLE

WATERFRONT RESIDENCE PROPERTY

SITUATE IN THE FIRST ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, ON CADLE CREEK, IMPROVED BY A BRICK HOUSE, WITH COMPOSITION ROOF, HOT WATER HEAT, HAVING FOUR ROOMS, UTILITY ROOM AND BATH, LOT SIZE: APPROXIMATELY 1.01 ACRES.

Under and by virtue of the power of sale contained in a Mortgage from Kenneth F. Lowman and Naomi Mae Lowman, his wife, dated July 2, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1575, folio 459, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, JULY 30, 1963

AT 10:30 O'Clock, A.M.

the following described property, namely:

ALL that lot or parcel of ground situate, lying and being in the First Election District of Anne Arundel County, Maryland, and described as follows:

CONTAINING 1.01 acres of land, being on the shore line of Cadle Creek and Subject to and having use in common of two 12 foot rights of way mentioned and shown on a Plat recorded among the Land Records of Anne Arundel County in LIBER G.T.C. 1487, folio 455.

BEING the remaining part of the conveyance from James W. Gardner to George T. Gardner by deed dated October 24, 1945, and recorded in J.H.H. 354, folio 76; and as surveyed by J. R. McCrone, Jr., Inc., Registered Civil Engineers and Land Surveyors, June, 1961, and further being a part of the conveyance from Harry N. Collison, et al, to George T. Gardner, et al, by deed dated May 5, 1914, and recorded among aforesaid Land Records in Liber G.W. 108, folio 23. For further title reference see Last Will and Testament of George T. Gardner filed in the Orphans' Court for Anne Arundel County in H.S.C. 1, folio 96.

FILED

1963 JUL -1 PM 3:11

8

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

GEORGE E. RULIMAN

Attorney named in Mortgage.

140 South Street, Annapolis, Md.

Co. 3-4433

9

F. 21733 1/55

BOOK 148 PAGE 592

MORTGAGEES OR ATTORNEYS BOND.

BOOK 12 PAGE 132 no. 15,700 Equity

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland, as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIFTEEN THOUSAND Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 22nd day of July, in the year of our Lord 1963.

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Kenneth F. Lowman and Naomi Mae Lowman, his wife to First Federal Savings & Loan Assn. of Anna. bearing date the 2nd day of July, 1963 and recorded among the ~~mortgage~~ Land records of Anne Arundel County in Liber G.T.C. No. 1575 Folio 459 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman

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

IN TESTIMONY WHEREOF, the above bounden George E. Rullman

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered in the Presence of

Madolin Ross

Madolin Ross

George E. Rullman [SEAL]

George E. Rullman

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch

Rose M. Bausch Attorney-in-fact

Attorney in fact

As to Surety

Mary F. Schedbee

Mary F. Schedbee

Bond approved this 24 day of July, 1963

Louis N. Phipps, Clerk

FILED

1963 JUL 24 AM 9:49

10

Public Sa[illegible]

Of Valuable Waterfront Residence Property

SITUATE IN THE FIRST ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, ON CADLE CREEK, IMPROVED BY A BRICK HOUSE, WITH COMPOSITION ROOF, HOT WATER HEAT, HAVING FOUR ROOMS, UTILITY ROOM AND BATH, LOT SIZE: APPROXIMATELY 1.01 ACRES.

Under and by virtue of the power of sale contained in a Mortgage from Kenneth F. Lowman and Naomi Mae Lowman, his wife dated July 2, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1575, folio 459, the undersigned Attorney named in said Mortgage to make sale of the nroperty therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

Tues., July 30, 1963
at 10:30 O'clock, A.M.

the following described property, namely:

ALL that lot or parcel of ground situate, lying and being in the First Election District of Anne Arundel County, Maryland, and described as follows:

CONTAINING 1.01 acres of land, being on the shore line of Cadle Creek and Subject to and having use in common of two 12 foot rights of way mentioned and shown on a Plat recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1487, folio 455.

BEING the remaining part of the conveyance from James W. Gardner to George T. Gardner by deed dated October 24, 1945, and recorded in J.H.H. 354, folio 76; and as surveyed by J. R. McCrone Jr., Inc., Registered Civil Engineers and Land Surveyors, June, 1961, and further being a part of the conveyance from Harry N. Collison, et al, to George T. Gardner, et al, by deed dated May 5, 1914, and recorded among aforesaid Land Records in Liber G. W. 108, folio 23. For further title reterenee see Last Will and Testament of George T. Gardner filed in the Orphans' Court for Anne Arundel County in H.S.C. 1, folio 96.

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 purchase money, with interest thereon at the rate of six per cent (6 per cent) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

GEORGE E. RULLMAN
Attorney named in Mortgage.
140 South Street, Annapolis, Md.
CO. 3-4433

GEORGE W. SCIBLE,
Auctioneer

Jy-26

1963 JUL 29 PM 4:32

No.

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 593

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 27, 1963

We hereby certify, that the annexed Public Sale

Kenneth F. Lowman

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 30th day of July, 1963. The first insertion being made the 5th day of July, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

GEORGE W. SCIBLE . . . . . Auctioneer

PUBLIC SALE

OF VALUABLE

WATERFRONT RESIDENCE PROPERTY

SITUATE IN THE FIRST ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, ON CADLE CREEK, IMPROVED BY A BRICK HOUSE, WITH COMPOSITION ROOF, HOT WATER HEAT, HAVING FOUR ROOMS, UTILITY ROOM AND BATH.

LOT SIZE: APPROXIMATELY 1.01 ACRES.

Under and by virtue of the power of sale contained in a Mortgage from Kenneth F. Lowman and Naomi Mae Lowman, his wife, dated July 2, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1575, folio 459, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, JULY 30, 1963

AT 10:30 O'CLOCK, A.M.

the following described property, namely:

ALL that lot or parcel of ground situate, lying and being in the First Election District of Anne Arundel County, Maryland, and described as follows:

CONTAINING 1.01 acres of land, being on the shore line of Cadle Creek and Subject to and having use in common of two 12 foot rights of way mentioned and shown on a Plat recorded among the Land Records of Anne Arundel County in LIBER G.T.C. 1487, folio 455.

BEING the remaining part of the conveyance from James W. Gardner to George T. Gardner by deed dated October 24, 1945, and recorded in J.H.H. 354, folio 76; and as surveyed by J. R. McCrone, Jr., Inc., Registered Civil Engineers and Land Surveyors, June, 1961, and further being a part of the conveyance from Harry N. Collison, et al, to George T. Gardner, et al, by deed dated May 5, 1914, and recorded among aforesaid Land Records in Liber G. W. 108, folio 23. For further title reference see Last Will and Testament of George T. Gardner filed in the Orphans' Court for Anne Arundel County in H.S.C. 1, folio 96.

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

GEORGE E. RULLMAN
Attorney named in Mortgage.
140 South Street, Annapolis, Md.
CO. 3-4433

FILED
1963 JUL 31 AM 10:12

We hereby certify that we bid in the property described on the reverse side hereof at public sale at the court house door in the city of Annapolis, Maryland, on Tuesday, July 30, 1963, at 10:30 o'clock, a. m. at and for the sum of Eighteen Thousand Fifty Dollars ($18,050.00), we then and there being the highest bidders therefor, in the names of James G. Mason and William H. Mason, and we agree to comply with the terms of sale as expressed on the reverse side hereof.

James G. Mason

James G. Mason

William H. Mason

William H. Mason

I Hereby Certify that I, as auctioneer, did sell the property described on the reverse side hereof at public sale on Tuesday, July 30, 1963, to James G. Mason and William H. Mason at and for the sum of Eighteen Thousand Fifty Dollars ($18,050.00), they being then and there the highest bidders therefor; I further certify that the sale was fairly made.

Auctioneer

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 30th day of July, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JAMES G. MASON and WILLIAM H. MASON, the purchasers of the real estate described on the reverse side hereof and made oath in due form of law:

1. That in this purchase they were not acting as agents for anyone.

2. That there are no other interested persons.

3. That they have not, directly or indirectly discouraged anyone from bidding for the said property and that the sale was open to all bidders.

James G. Mason

James G. Mason

William H. Mason

William H. Mason

WITNESS my hand and Notarial Seal.

Madolin Ross

Madolin Ross, Notary Public

FILED

1963 JUL 31 AM 10:12

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
KENNETH F. LOWMAN and NAOMI	*	ANNE ARUNDEL COUNTY
MAE LOWMAN, HIS WIFE	*	EQUITY No. 15,700

* *

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a Mortgage from Kennth F. Lowman and Naomi Mae Lowman, his wife, date July 2, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1575, folio 459, to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door in the City of Annapolis, Maryland, on Tuesday, July 30, 1963, at 10:30 o'clock, a.m., and then and there sold the property to James G. Mason and William H. Mason at and for the sum of Eighteen Thousand Fifty Dollars ($18,050.00), they then and there being the highest bidders therefor, which property is described as follows:

ALL that lot or parcel of ground situate, lying and being in the First Election District of Anne Arundel County, Maryland, and described as follows:

CONTAINING 1.01 acres of land, being on the shore line of Cadle Creek and Subject to and having use in common of two 12 foot rights of way mentioned and shown on a Plat recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1487, folio 455.

FILED

1963 JUL 31 AM 10:12

14

BEING the remaining part of the conveyance from James W. Gardner to George T. Gardner by deed dated October 24, 1945, and recorded in J.H.H. 354, folio 76; and as surveyed by J. R. McCrone, Jr., Inc., Registered Civil Engineers and Land Surveyors, June, 1961, and further being a part of the conveyance from Harry N. Collison, et al, to George T. Gardner, et al, by deed dated May 5, 1914, and recorded among aforesaid Land Records in Liber G.W. 108, folio 23. For further title reference see Last Will and Testament of George T. Gardner filed in the Orphans Court for Anne Arundel County in H.S.C. 1, folio 96.

AND the said Attorney further reports that he has received from the said purchasers the deposit as required by the terms of sale, and has also received the purchasers agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman
Attorney named in Mortgage

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

I Hereby Certify that on this 31st day of July, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared GEORGE E. RULLMAN, Attorney as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.

Madolin Ross, Notary Public

My Commission expires May 3, 1965.

15

ORDER NISI

BOOK 148 PAGE 598

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF KENNETH F. LOWMAN AND NAOMI MAE LOWMAN, HIS WIFE

xxxxxx

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,700 Equity

Ordered, this 31st day of July, 1963, That the sale of the property in these proceedings mentioned made and reported by George E. Rullman, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of Sept. 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 Sept. next.

The report states that the amount of sale was $ 18,050.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

George E. Rullman, Atty. FOR: EVENING CAPITAL Aug. 1st Edition

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF KENNETH F. LOWMAN AND NAOMI MAE LOWMAN, HIS WIFE

xxxxxx

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of September, 1963 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

V. Bruce Duckett

JUDGE.

FILED

1963 SEP -4 AM 9:58

16

F. 21733 1/55

BOOK 148 PAGE 599

No. 15,700 Equity

ADDITIONAL
MORTGAGEES OR ATTORNEYS BOND.

BOOK 12 PAGE 140

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THREE THOUSAND ONE HUNDRED 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 31st day of July, in the year of our Lord 1963

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Kenneth F. Lowman & Naomi Mae Lowman, his wife, to First Federal Savings & Loan Assn. of Annapolis bearing date the 2nd day of July, 1963 and recorded among the ~~mortgage~~ land records of Anne Arundel County in Liber G.T.C. No. 1575 Folio 459 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman

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

IN TESTIMONY WHEREOF, the above bounden George E. Rullman,

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered in the Presence of

Madolin Ross
Madolin Ross

George E. Rullman [SEAL]
George E. Rullman

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch
Rose M. Bausch Attorney-in-fact

Attorney in fact

As to Surety

Catherine G. MacKenzie
Catherine G. MacKenzie

Bond approved this 2nd day of August, 1963
Lowell R. Phipps, Clerk

FILED
1963 AUG -2 AM 10:04

17

Order Nisi

IN THE
CIRCUIT COURT
ANNE ARUNDEL COUNTY
No. 15,700 Equity

In the Matter of the Sale of the Mortgaged Real Estate of KENNETH F. LOWMAN and NAOMI MAE LOWMAN, his wife

Ordered, this 31st day of July, 1963, That the sale of the property in these proceedings mentioned made and reported by George E. Rullman, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of September next.

The report states that the amount of sale was $18,050.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-22

FILED
1963 AUG 30 PM 4:25

No. E. C. 7123

18

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 148 PAGE 600

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 29, 1963

We hereby certify, that the annexed Order Nisi Sale Eq. 15,700 Kenneth F. Lowman

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 3rd day of September, 1963. The first insertion being made the 1st day of August, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF KENNETH F. LOWMAN AND NAOMI MAE LOWMAN, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,700 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 SEP 24 PM 2:39

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 10 day of October, 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 OCT 10 AM 10:19

19

Dr. Mortgaged Real Estate of Kenneth F. Lowman & Naomi Mae Lowman, his wife

In Acct. with George E. Rullman, Attorney Named in Mortgage

						Cr.	
By	Amount of Sale, as per Attorney's Report of Sale filed			18,050	00		
	Interest, 6%, on deferred payment, $16,245.00, from 7/30/63 to 9/17/63			125	49		
	Adjustment, 1963 taxes, 5 Months			77	35		
						18,252	84
To	Attorney, for fee, viz:	100	00				
To	Attorney, for commissions, viz:	571	50				
				671	50		
To	Attorney, for Court Costs, viz:						
	Plaintiff's solicitor appearance fee	10	00				
	Clerk, Court costs	34	00				
	Auditor, this account	35	00				
				79	00		
To	Attorney, for expenses, viz:						
	Capital-Gazette Press Inc., Adv. & Nisi - Sale	95	52				
	Speer Publications Inc. - handbills	17	00				
	National Surety Corp. - bond	72	40				
	George W. Scible - Auctioneers fee	200	00				
	½ Federal & State revenue stamps	30	52				
	Notary fees	2	25				
				417	69		
To	1st Federal Savings & Loan Association of Annapolis, Mortgagee, in full for Mortgage Claim filed	11,933	33				
	Interest, 6%, on principal balance, $11,500.00, from 8/1/63 to 10/15/63	143	75				
				12,077	08		
To	William J. Suit, in full for claim filed.						
	Amount of Judgment (Law A-9541)	231	74				
	Interest, 6%, thereon from 11/15/62 to 10/15/63	12	76				
	Court costs, Law A-9541	34	35				
				278	85		

To	Equitable Trust Co., in full for claim filed	861	90				
	Interest, 6%, on principal amount of Judgment						
	from 7/18/63 to 10/15/63	12	48				
				874	38		
To	Kenneth F. Lowman & Naomi Mae Lowman, Mortgagors,						
	excess	3,854	34				
				3,854	34		
						18,252	84