BOOK 149 PAGE 1

MICHAEL GIBSON BOX 253 LIBERTY ROAD RANDALLSTOWN, MARYLAND PLAINTIFF	*	IN THE
	*	CIRCUIT COURT
	*	FOR ANNE ARUNDEL COUNTY
VS	*	NO. 15,231 EQUITY
JOSEPH E. WALTERS, AND DOROTHY ESTER WALTERS, HIS WIFE 6218-58th AVENUE RIVERDALE, MARYLAND,AND/OR 3453A MINNESOTA AVENUE,S.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, State of Maryland, to wit:

Lots numbered 21,22,23,24,25,27 and 29,Block (30) Section B,"Avalon Shores". (Plat Bock 10 page 4)

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining says:

1. That on October 10, 1960, Edward M. Dunn, Jr., than Treasurer of Anne Arundel County, and Collector of State and County Taxes therein, sold to Orator at public auction the hereinafter described property, said sale having been made in conformity and compliance with the authority conferred upon him by Section 72 of Article 81 of the Annotated Code of Maryland (1957Ed.).

2. That a Certificate of Tax Sale (numbered 3107) was issued by the said Edward M. Dunn, Jr., Collector as aforesaid, to your Orator, and your Orator files herewith said certificate, marked "Complianant's Exhibit No.1," and prays the same be taken as hereof.

3. That Joseph E. Walter and Dorothy Esther Walters, his wife, are the record owners of Lots numbered 21,22,23,24,25,27 and 29, Block 30, Section B, "Avalon Shores" (Plat Book 10 page 4) by virtue of a deed dated June 26, 1939 and recorded among

the Land Records of Anne Arundel County, in Liber J.H.H. 202, folio 290, from William M. Thomas and Nancy B. Thomas, his wife.

4. That although more than one year and a day from the date of the sale of said property has expired, it has not been redeemed by any party in interest and this present proceeding is brought within two years from the date of said Certificate of tax sale for the purpose of foreclosing the rights of redemption in and to the property hereinbefore described and referred to.

5. That the amount necessary for the redemption of the property hereinbefor described is $35.13 together with interest on said sum at the rate of 6% per annum from the date of payment of said purchase price to the date of redemption, and all taxes accruing subsequent to said sale, together with interest and penalties thereon, and the total disbursements made by your Orator, the present holder of said Certificate of Tax Sale, in accordance with the provisions of Section 111 of Article 81 of the Annotated Code of Maryland (1957 Edition).

6. 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 discloses that the fee simple title to the property hereinbefore described is vested in Joseph E. Walters and Dorothy Esther Walters, his wife.

TO THE END, THEREFORE:

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 named therein and make answer thereto.

2. That 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.

George M. Taylor
9 Central Avenue
Glen Burnie, Maryland
So 6-1700
Attorney for Plaintiff

BOOK 149 PAGE 4

No. 3107 CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10th 1962, I sold to Michael Gibson Liberty Rd Box 253V Randallstown, Md at public auction for the sum of 450 Dollars and 00 Cents, of which 35.13 Dollars has been paid as a deposit on the property in Dist # 7 described as Lots 21 to 25, 27-29 Blk 30 as shown on the plat of Avalon Shores

and assessed to Jas. E & Dorothy Walters

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 11th 1963, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 10 day of Oct 1962

Edward M. Dunn
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 10th day of October, 1962, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires Sept 1, 1963

OCT 9 1962

PLAINTIFF'S EXHIBIT NO. 4

George M. Taylor
9 Central Avenue
Glen Burnie, Maryland
Attorney

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

MICHAEL GIBSON
BOX 253 LIBERTY ROAD
RANDALLSTOWN, MARYLAND

EQUITY NO. 15,231

PLAINTIFF

VS

JOSEPH E. WALTERS, AND
DOROTHY ESTHER WALTERS, HIS WIFE
6218-58th AVENUE
RIVERDALE, MARYLAND, AND/OR
3453A MINNESOTA AVENUE, S.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, State of Maryland, to wit:

Lots numbered 21,22,23,24,25,27 and 29, Block (30) Section B, "Avalon Shores". (Plat Book 10 page 4).

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, State of Maryland, and sold on the 10th day of October, 1960, by Edward M. Dunn, Jr., Treasurer of Anne Arundel County and Collector of State and County Taxes therein, to Michael Gibson, Plaintiff in these proceedings, for taxes due and in arrears and evidenced by Certificate of Tax Sale, said property being described on the Books of Assessment and Taxation as follows:

Certificate No.3107- District Number 7,Lots numbered 21 to 25,27-29 Block 30 as shown on the Plat of Avalon Shores, and assessed to Joseph E. Walters and Dorothy Esther Walters, his wife and sold to the Plaintiff for $ 450.00 of which sum $ 35.13 has been paid.

The Bill of Complaint states, among other things, that the amount necessary for redemption has not been paid although more than a year and a day have elapsed since the date of said sale, October 10, 1960.

It is thereupon this 9th day of October, 1962, by the Circuit Court for Anne Arundel County, in Equity.

Ordered that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 13th day of December, 1962, next waring the said Joseph E. Walters and Dorothy Esther Walters, his wife, if living, and if not living, the unknown heirs and assigns of the said Joseph E. walters and Dorothy Esther Walters, his wife, and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all person interested in said property to be and appear in this Court in proper person or by solicitor on or before the 13th day of December, 1962, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid property and vesting in the Plaintiff, Michael Gibson, a title free and clear of all encumbrances.

Louis N. Phipps
CLERK

Copy of Order of Publication received this 9 day of October, 1962, for the Maryland Gazette.

PER: R Brown

GEORGE M. TAYLOR
9 Central Avenue.
Glen Burnie, Marylan.
Attorney

In The Circuit Court For Anne Arundel County, Maryland
Equity No. 15,231

MICHAEL GIBSON
Box 253 Liberty Road
Randallstown, Maryland
Plaintiff

VS.

JOSEPH E. WALTERS,
AND
DOROTHY ESTHER WALTERS,
his wife
6218-58th Avenue
Riverdale, Maryland, and-or
3453A Minnesota Avenue, S.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, State of Maryland, to wit:

Lots numbered 21, 22, 23, 24, 25, 27 and 29, Block (30) Section B, "Avalon Shores". (Plat Book 10 page 4).

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, State of Maryland, and sold on the 10th day of October, 1960, by Edward M. Dunn, Jr., Treasurer of Anne Arundel County and Collector of State and County Taxes therein, to Michael Gibson, Plaintiff in these proceedings, for taxes due and in arrears and evidenced by Certificate of Tax Sale, said property being described on the Books of Assessment and Taxation as follows:

Certificate No. 3107 — District Number 7, Lots numbered 21 to 25, 27-29 Block 30 as shown on the Plat of Avalon Shores, and assessed to Joseph E. Walters and Dorothy Esther Walters, his wife and sold to the Plaintiff for $450.00 of which sum $35.13 has been paid.

The Bill of Complaint states, among other things, that the amount necessary for redemption has not been paid although more than a year and a day have elapsed since the date of said sale, October 10, 1960.

It is thereupon this 9th day of October, 1962, by the Circuit Court for Anne Arundel County, in Equity.

Ordered that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 13th day of December, 1962, next warning the said Joseph E. Walters and Dorothy Esther Walters, his wife, if living, and if not living, the unknown heirs and assigns of the said Joseph E. Walters and Dorothy Esther Walters, his wife, and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 13th day of December, 1962, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid property and vesting in the Plaintiff, Michael Gibson, a title free and clear of all encumbrances.

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

N-1

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 7

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 9, 1962

We hereby certify, that the annexed

Order of Publication
Eq. 15,231
Joseph E. Walters

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of December, 1962. The first insertion being made the 11th day of October, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

MICHAEL GIBSON	+	IN THE
VS.	!	CIRCUIT COURT
JOSEPH E. WALTERS and DOROTHY ESTER WALTERS, his wife	+	FOR
	+	ANNE ARUNDEL COUNTY
	+	No. 15231 Equity

AFFIDAVIT OF MAILING TO NON RESIDENT DEFENDANTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

George M. Taylor, Attorney for Michael Gibson, the Plaintiff herein, first being duly sworn and on oath deposes and says:

That he mailed a copy of the Bill of Complaint and Order of Publication issued herein, by Certified Mail, and Return Receipt Requested, to non resident defendants, Joseph E. Walters and Dorothy Ester Walters, his wife, which said letters were duly mailed and were returned Marked Unclaimed.

George M. Taylor

As Subscribed To and Sworn before me on the 1st day of February, 1963.

Lena B. Hanley
NOTARY PUBLIC

LENA B. HANLEY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

FILED
1963 FEB -4 AM 9:41

7A

LAW OFFICE
GEORGE M. TAYLOR
9 CENTRAL AVENUE
GLEN BURNIE, MARYLAND

RETURNED TO SENDER

GLEN BURNIE OCT 23 '62 MD. U.S. POSTAGE 34

Dorothy Esther Walters
3453A Minnesota Avenue, S.E.
Washington, D.C.

CERTIFIED
No. 736791
MAIL

RETURN RECEIPT REQUESTED

NON RECLAME (UNCLAIMED)
NOV 9 - 1962

11/9

LAW OFFICE
GEORGE M. TAYLOR
9 CENTRAL AVENUE
GLEN BURNIE, MARYLAND

RETURNED TO SENDER

GLEN BURNIE OCT 23 '62 MD. U.S. POSTAGE 34

Joseph E. Walters
3453A Minnesota Avenue, S.E.
Washington, D.C.

CERTIFIED
No. 736790
MAIL

RETURN RECEIPT REQUESTED

NON RECLAME (UNCLAIMED)
NOV 9 - 1962

11/9

BOOK 149 PAGE 9

BOOK 149 PAGE 10

AFFIDAVIT OF NON-MILITARY SERVICE

Equity 15,231

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

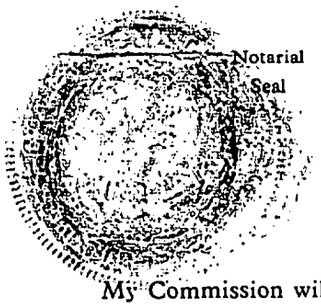
I hereby certify that, on this 18th day of February,
19 63, personally appeared before me, the subscriber, a Notary Public of the State of
Maryland, in and for ~~Anne Arundel~~ Baltimore County, Michael Gibson

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

Joseph E. Walters and Dorothy Ester Walters
are not in the Military Service of the United
States-at the time of vacating the premises
it was ascertained that the parties were not
in the Military Service, from their neighbors.

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

In testimony whereof, I hereunto set my hand and affix my
Notarial Seal, this 18th day of February
, 19 63.



Catherine D. Gibson
Notary Public.

My Commission will expire on:
May 6, 1963

Filed,

FILED
1963 FEB 20 AM 10:00

8

BOOK 149 PAGE 11

MICHAEL GIBSON	&	IN THE
VS.	&	CIRCUIT COURT
JOSEPH E. WALTERS and DOROTHY ESTER WALTERS, his wife	&	FOR
	&	ANNE ARUNDEL COUNTY
	&	
	&	In Equity15231

&&&&&&&&&&&&&&&&&&&&&&&&&&&&&&&

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in 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 the plaintiff for non-payment of taxes due.

AND IT FURTHER appearing that subpoenas issued out of this Court directed to the defendants, Joseph E. Walters and Dorothy Ester Walters, his wife, have been returned twice, non est from the Sheriff of Anne Arundel and Prince George's counties as it willmore fully appear from the Sheriff's returns filed herein.

AND IT FURTHER appearing that Joseph E. Walters and Dorothy Ester Walters, his wife, also having an address as non residents have been duly served by publication.

AND IT FURTHER appearing that the aforesaid defendants have failed to enter their appearance herein by 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, thereupon, this 20th day of February 1963, by the Circuit Court for Anne Arundel County, in Equity

ADJUDGED, ORDERED, AND DECREED that the Bill of Complaint be and the same is hereby taken Pro Confesso against the said defendants, and all persons having or claiming to have any

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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.

D Boris Duckett

JUDGE

10

BOOK 149 PAGE 13

MICHAEL GIBSON	&	IN THE
VS.	&	CIRCUIT COURT FOR
JOSEPH E. WALTERS and DOROTHY ESTER WALTERS, his wife	&	ANNE ARUNDEL COUNTY
	&	IN 15231 Equity

& & & & & & & & & &

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 resident defendants, Joseph E. Walters and Dorothy Ester Walters, his wife, have been returned twice Non Est as will more fully appear from the Sheriff's returns filed herein,

AND IT FURTHER APPEARING that the said Joseph E. Walters and Dorothy Ester Walters, his wife, as non resident defendants, have been duly served by publication, a copy of which has been filed herein.

AND IT FURTHER APPEARING that a Decree Pro Confesso was entered herein on the 20th day of February, 1963, against all of the defendants above mentioned, and that none of the aforesaid parties against whom the decree pro confesso was entered, have entered their appearance therein or filed an answer in these proceedings, it is, by the Circuit Court for Anne Arundel County, in Equity, this 27th day of March, 1963,

ADJUDGED, ORDERED AND DECREED, that all rights of redemption to the properties mentioned herein of the defendants, Joseph E. Walters and Dorothy Ester Walters, his wife, 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 10th day of October, 1960, for non payment of taxes, to wit:

11

Certificate No. 3107 - Lots 21 to 25, Lots 27-29, ~~Lot~~ BLOCK 30 as shown on the Plat of Avalon Shores, 7th Election District, and assessed to Joseph E. Walters and Dorothy Ester Walters, his wife, 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 to which said property mentioned in this cause and public proceedings is subject, and it is further

ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County taxes, execute and deliver to Michael Gibson, 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 of such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificate, if any, and it is further

ORDERED, that the Plaintiff pay the costs of these proceedings.

George Sachse

JUDGE

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1963 MAR 28 AM 10: 14

12

BOOK 149 PAGE 15

MICHAEL GIBSON	*	IN THE CIRCUIT COURT
vs.	*	
JOSEPH E. WALTERS and DOROTHY ESTHER WALTERS, his wife	*	FOR ANNE ARUNDEL COUNTY
	*	EQUITY NO. 15,231

ORDER TO ENTER APPEARANCE

Mr. Clerk:

Please enter my appearance as co-counsel for the Complainant.

Thomas M. Schifanelli

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

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1963 SEP 25 PM 1:07

12-D

MICHAEL GIBSON	*	IN THE CIRCUIT COURT
vs.	*	FOR ANNE ARUNDEL COUNTY
JOSEPH E. WALTERS and DOROTHY ESTHER WALTERS, his wife	*	EQUITY NO. 15,231

MOTION TO AMEND FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION BY INTERLINEATION

Michael Gibson, Complainant herein, by Thomas M. Schifanelli, attorney, says as follows:

1. That on March 28, 1963, a Final Decree Foreclosing Equities of Redemption was entered in this proceeding.

2. That the property involved herein, was described in said Final Decree, as "Lots 21 to 25, Lots 27 - 29, Lot 30, etc.", whereas it should have been described as Lots 21 to 25, Lots 27 - 29, Block 30, etc.

TO THE END THEREFORE:

1. That this Honorable Court direct the Clerk of Court to correct the Final Decree entered herein, by interlineation, from "Lots 21 to 25, Lots 27 - 29, Lot 30 to Lots 21 to 25, Lots 27 - 29, Block 30".

Thomas M. Schifanelli

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

FILED 1963 SEP 25 PM 12:03

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13

MICHAEL GIBSON	*	IN THE CIRCUIT COURT
vs.	*	FOR ANNE ARUNDEL COUNTY
JOSEPH E. WALTERS and DOROTHY ESTHER WALTERS, his wife	*	EQUITY NO. 15,231

ORDER OF COURT

The aforegoing Motion having been read and considered, it is, by the Circuit Court for Anne Arundel County, this 26th day of September, 1963;

ORDERED that the Clerk of Court amend the Final Decree entered herein, by interlineation, as to that portion of the Final Decree describing the property involved, from "Lots 21 to 25, Lots 27 - 29, Lot 30" to Lots 21 to 25, Lots 27 - 29, Block 30.

George Sachse

JUDGE

FILED

1963 SEP 26 PM 2:18

14

IN THE MATTER OF THE * IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF * FOR
MURRAY ROSS * ANNE ARUNDEL COUNTY
* NO. 15,664 EQUITY

* * * * *

ORDER TO DOCKET SUIT

MR. CLERK:

Please file the Certified copy of Mortgage in this foreclosure suit.

John S. Collins
22 Baltimore-Annapolis Blvd.,N.E.
Glen Burnie, Maryland
SOuthfield 6-1877
Attorney
Assignee of this Mortgage,

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1963 JUN 18 AM 9:02

T-15

THE TITLE GUARANTEE COMPANY

App. H- 30793

BOOK 149 PAGE 19
BOOK 1428 PAGE 195

No. 15,664 Equity

This Mortgage, made this 29th day of September, in the year one thousand nine hundred and ~~fifty~~ sixty, by and between MURRAY ROSS, of Anne Arundel County, State of Maryland, party of the first part, Mortgagor, and JOHN F. ROBERTS, JR., of Anne Arundel County, State of Maryland, party of the second part, Mortgagee.

WHEREAS, the said mortgagor is justly indebted unto the said mortgagee in the full sum of FIFTEEN THOUSAND DOLLARS ($15,000.00), being the balance of the purchase price of the property hereinafter described, which said sum the said mortgagor covenants and agrees to pay unto the said mortgagee in quarterly instalments of seven hundred and fifty dollars ($750.00) each, accounting from the date hereof, until the expiration of five years from the date hereof, at which time the entire balance of said mortgage indebtedness remaining unpaid shall become due and payable; said payments to be made in lawful money of the United States of America.

4 Fi

AND WHEREAS, in order to better secure the payment of the aforesaid debt, with interest, these presents are executed.

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 said mortgagor does hereby grant and assign unto the said mortgagee, his personal representatives, all those lots or parcels of ground situate in the Third Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:

BEING known and designated as Lots Nos. 13, 14, 15, 16, 17, 18, 23, 24, 25, 26, 27, and 28 as shown on Plat No. 2 of Clearwater Beach, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 20, Page 49.

BEING the same lots of parcels of ground which, by deed of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, were granted and assigned by the said John F. Roberts, Jr., to the said mortgagor, subject to the payment of the annual ground rent of fifteen hundred dollars ($1500.00), payable in equal half-yearly instalments on the first days of January and July in each and every year.

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1963 JUN 18 AM 9:02

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TOGETHER with the following chattels located on the above premises:

1 Jordan Freezer (u[illegible]ght)
1 Walk-in Beer Cooler
3 small kitchen tables (2x2 feet)
1 Meat slicer and work table
1 S.S. Toaster (Toastmaster)
1 Ice tea dispenser
1 Silverware tray
1 Large safe
1 Broiler
3 Section Sink (Steel)
1 Gas Range and Griddle
4 Garbage Cans
4 S.S. Square Pans
1 China Top Strainer
1 Large Skillet - dishes and silverware
1 Ice Cream Maker
1 Milk Shake Mixer
1 Ice Cube Maker (Frigidaire)
1 Ice Cream Freezer Box (60 gal. capacity)
1 S.S. Tray, Counter and Stools
1 S.S. Refrigerator
1 Coffee Silex & S.S. Stand.
1 S.S. Water and Ice Stand
Work Table & S.S. Box Unit
S.S. Grill Unit
S.S. Pastry Display Box
7 BOoths and 5 stools
1 Frig. Air-Condit. Unit (5 ton)
1 Double -Hot Point Fryer
1 8-foot Updraght
1 5-foot Sandwitch Unit with Compressor
1 Stainless Steel Steam Table with Doors.
1 Snow Ball Machine

Said chattels shall not be removed from the above premises without the written consent of the mortgagee, until this mortgage is fully paid.

TOGETHER with an easement over all that portion of the 60-foot strip lying between the lots above mentioned and the Stoney Creek Road for the purpose of installation and maintenance of signs, public utilities and for use as a driveway and parking area.

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 said lot(s) of land, with the improvements and appurtenances aforesaid, unto the said mortgagee or his heirs, personal representatives, sucessors 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 $1500.00, as aforesaid.

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

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 (2) also authorize the said mortgagee, his heirs, personal representatives, successors or assigns, or [illegible] his or its 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 City or County 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.

And it is agreed that upon any sale of said property under this mortgage, 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 twenty-five dollars for conducting the proceedings if without contest, but if legal services be rendered to the trustee appointed by such decree or to the mortgagee or his assignee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and 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, his heirs, personal representatives, successors or assigns hereunder, whether the same shall have then matured or not; and third, the balance, if

BOOK 1428 PAGE 196
BOOK 149 PAGE 20

any, to the said mortgagor, his heirs, personal representatives, successors or assigns. Half of such commissions and all such expenses and costs shall be paid by the mortgagor, his heirs, personal representatives, successors or assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this mortgage (but not thereafter), the said mortgagor, his heirs, personal representatives, successors or assigns, shall have possession of the property, upon paying in the meantime all taxes and assessments, ground rents, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments, ground rents, public dues and charges the said mortgagor on behalf of himself and his heirs, personal representatives, successors or assigns, covenants to pay when legally due, and upon payment thereof to exhibit to the mortgagee the receipted bills thereof, at the place of business of the mortgagee, or his agent. And upon any default in any of the covenants of this mortgage, the mortgagee shall be entitled, without notice to the mortgagor, to the immediate appointment of a receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the mortgagee as additional security.

And the said mortgagor on behalf of himself and his heirs, personal representatives, successors or assigns, covenants to keep the improvements on the land insured against loss by fire and other hazards required by the mortgagee, his heirs, personal representatives, successors or assigns in an insurance company or companies selected by, and in an amount designated by, the said mortgagee, and to cause the policy or policies to be so framed or indorsed as in case of fire or other loss to inure to the benefit of the said mortgagee, his heirs, personal representatives, successors or assigns, to the extent of the lien or claim under this mortgage, and to deliver the policy or policies to the mortgagee, to be kept by the mortgagee. And in the event of any loss by fire or other hazard the insurance company or companies are hereby directed by the mortgagor to make payment for such loss to the mortgagee only, and not to the mortgagor and mortgagee jointly; such payment to the mortgagee shall be applied to the extinguishment of the principal, interest and expenses secured by this mortgage, whether then due or not, but shall not exceed the amount payable under this mortgage, or such money so payable may, with the consent of the mortgagee, be applied to the repairing of the premises damaged. And the said mortgagor also covenants and agrees that no fire or other hazard insurance shall be effected or remain in force on the hereby mortgaged property except as provided for herein. And the said mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof 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.

WITNESS the hand and seal of the said Mortgagor.

~~WITNESS the corporate seal of the said Mortgagor, and the signature of its Vice President.~~

TEST:

ROBERT T. O'LEARY

Murray Ross (SEAL)

(SEAL)

BOOK 149 PAGE 22 BOOK 1428 PAGE 198

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 29 day of September 19 60, before me, a Notary Public of said State, personally appeared MURRAY ROSS,

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, in my presence, signed and sealed the same and acknowledged that he executed the same for the purposes therein contained, ~~and the said by authorized Vice President of said corporation, by signing the name of the corporation by himself as Vice President.~~

At the same time also appeared

John F. Roberts JR

the said mortgagee(s) and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth; *and also made oath that he is agent of the mortgagee(s).*

In Testimony Whereof, I have hereunto set my hand and affixed my official seal.

NOTARY PUBLIC BALTIMORE MD.

.....Notary Public

ROBERT T. O'LEARY

My Commission Expires May 1, 1961.

Rec'd for record Oct. 4, 1960 at 2:16 P.M.

Mailed to The Title Guarantee Co.

10.00

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing MORTGAGE is truly taken and copied from Liber G.T.C. No. 1428 folio 195 one of the LAND Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 2nd day of MAY A. D., 1963.

Louis N. Phipps

Clerk of the Circuit Court for Anne Arundel County

BOOK 149 PAGE 23 No. 15,664 Equity

THIS ASSIGNMENT OF MORTGAGE, made this 17th day of June, 1963, by and between John F. Roberts, Jr., party of the first part and John S. Collins, party of the second part.

WHEREAS, by mortgage dated the 29th day of September, 1960, and duly recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1428, folio 195, Murray Ross did grant and convey the property therein described to John F. Roberts, Jr., to secure the repayment of a loan of Fifteen Thousand Dollars ($15,000.00), as will fully appear by reference thereto; and

WHEREAS, a default having occured in the payment of the said loan.

NOW, THEREFORE, THIS ASSIGNMENT OF MORTGAGE, WITNESSETH:

The said party of the first part does hereby convey and assign unto John S. Collins, attorney, all his right, title and interest in and to the said mortgage for the purpose of foreclosure.

AS WITNESS the hand and seal of the said party of the first part, the day and year first above written.

WITNESS:

Audrey M. Moreland — John F. Roberts, Jr. (SEAL)

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, 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 County aforesaid, personally appeared, JOHN F. ROBERTS, JR., and he acknowledged the aforegoing Assignment of Mortgage to be his act.

AS WITNESS my hand and Notarial Seal.

Audrey M. Moreland, Notary Public

FILED

1963 JUN 18 AM 9:02

6

BOOK 149 PAGE 24

IN THE MATTER OF THE * IN THE CIRCUIT COURT

MORTGAGED REAL ESTATE OF * FOR

MURRAY ROSS * ANNE ARUNDEL COUNTY

* NO. 15,664 EQUITY

* * * * *

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, JOHN F. ROBERTS, JR., and made oath in due form of law that he knows the defendant herein, and that to the best of his knowledge, information and belief;

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

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

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

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

John F. Roberts, Jr.

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

Audrey M. Moreland

Audrey M. Moreland, Notary Public

NOTARY PUBLIC ANNE ARUNDEL CO. MD.

FILED

1963 JUN 18 AM 9:02

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BOOK 149 PAGE 25

JOHN S. COLLINS
ATTORNEY AT LAW
22 BALTIMORE-ANNAPOLIS BLVD., N. E.
GLEN BURNIE, MARYLAND

ASSIGNEE'S SALE

OF

VALUABLE LEASEHOLD PROPERTY

KNOWN AS
PINCH-BAR TAVERN
8025 Ft. Smallwood Road
Stoney Creek, Pasadena, Maryland

situate in the Third ElectionDistrict of Anne Arundel County, Maryland.

By virtue of the power and authority contained in a mortgage from Murray Ross unto John F. Roberts, Jr., dated September 29, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1428, folio 195, the undersigned Assignee of said mortgage (default having occurred thereunder), will sell at public auction on the premises, on

FRIDAY

July 12, 1963

at 11:00 o'clock A.M.

the following property:

BEING known and designated as Lots Nos. 13, 14, 15, 16, 17, 18, 23, 24, 25, 26, 27, and 28 as shown on Plat No. 2 of Clearwater Beach, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 20, page 49, Improvements known as Pinch-Bar Tavern, 8025 Ft. Smallwood Road, Stoney Creek, Pasadena, Maryland.

"Subject to the payment of the annual ground rent of Fifteen Hundred Dollars ($1500.00), payable in equal half-yearly installments on the first days of January and July in each and every year".

TOGETHER with the following chattels located on the above premises: 1 Jordan Freezer (upright), 1 Walk-in Beer Cooler, 3 small kitchen tables (2x2 feet), 1 Meat slicer and work table, 1 S.S. Toaster (Toastmaster), 1 Ice tea dispenser, 1 Silverware tray, 1 Large safe, 1 Broiler, 3 Section Sink (Steel), 1 Gas Range and Griddle, 4 Garbage Cans, 4 S.S. Square Pans, 1 China Top Strainer, 1 Large Skillet - dishes and silverware, 1 Ice Cream maker, 1 Milk Shake Mixer, 1 Ice Cube Maker (Frigidaire), 1 Ice Cream Freezer Box (60 Gal. capacity), 1 S. S. Tray, Counter and Stools, 1 S.S. Refrigerator, 1 Coffee Stand Silex & S.S. Stand, 1 S.S. Water and Ice Stand, Work table & S.S. Box Unit, S.S. Grill Unit, S.S. Pastry Display Box, 7 Booths and 5 Stools, L, Frig. Air-Condit. Unit(5Ton), 1 8-foot Updraght,1 Double - Hot Point Fryer, 1 5-foot Sandwich Unit with Compressor, 1 Stainless Steel Steam table with doors, and 1 Snow Ball Machine.

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1963 JUN 18 AM 9:02

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The property is improved by a masonry, one story commercial building upon which the Pinch-Bar Tavern is operated.

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 cost for state and federal revenue stamps to be borne entirely by purchaser or purchasers.

For further particulars, apply to

Robert H. Campbell
Auctioneer

John S. Collins
Assignee
22 Baltimore-Annapolis Blvd.,N.E.
Glen Burnie, Maryland

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BOOK 149 PAGE 27

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
MURRAY ROSS	*	ANNE ARUNDEL COUNTY
	*	NO. 15,664 EQUITY

* * * * *

STATEMENT OF CLAIM

Advanced to Mortgage Loan		$ 15,000.00
Payments Received:		
January 7, 1961	$ 750.00	
May, 1961	750.00	
October 31, 1961	350.00	
January 3, 1962	400.00	
January 11, 1962	350.00	
June 1, 1962	400.00	
June 15, 1962	350.00	
		3,350.00
Total amount due under Mortgage		$ 11,650.00

John F. Roberts, Jr.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, 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 County aforesaid, personally appeared, JOHN F. ROBERTS, JR., and made oath in due form of law that the aforegoing Statement of Claim is true and correct to the best of his information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

MURRAY L. LAUREL, MD NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Audrey M. Moreland, Notary Public

FILED

1963 JUN 18 AM 9:02

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No. 15,664 Eq

FORM 2317
(Sept. 1961)

U. S. TREASURY DEPARTMENT—INTERNAL REVENUE SERVICE

PROOF OF CLAIM FOR INTERNAL REVENUE TAXES

BOOK 149 PAGE 28

IN THE CIRCUIT COURT

FOR ~~THE~~ ANNE ARUNDEL COUNTY, ANNAPOLIS, MD.

DOCKET NO. Equity 15,664

TYPE OF PROCEEDING Mortgage Foreclosure

IN THE MATTER OF:

In the Matter of Mortgage Foreclosure
of Property Belonging to

MURRAY ROSS
425 W. Baltimore Street
Baltimore, Maryland

CLAIM OF THE UNITED STATES
FOR INTERNAL REVENUE TAXES

The undersigned officer of the Internal Revenue Service, a duly authorized agent of the United States in this behalf, being duly sworn, deposes and says that:

1. Murray Ross, t/a Murray's Musical Bar and Lounge justly and truly indebted to the United States in the sum of $58,823.67 with interest thereon as hereinafter stated;

2. The said debt is for taxes due under the internal revenue laws of the United States as follows:

KIND OF TAX AND PERIOD	REFERENCE NO.	AMOUNT DUE	REMARKS	DATE TAX LIEN AROSE
Excise 1-Q-54 thru 3-Q-58	A-1-547658(60)	$40,320.31	Lien	1-29-60
Penalty		626.28		
Interest to 6/19/63		17,877.08		
		$ 58,823.67		

PLEASE ADVISE FILING DATE
OF AUDITOR'S ACCOUNT

3. No part of said debt has been paid and the same is now due and payable at the Office of the District Director of Internal Revenue;
4. There are no set-offs or counterclaims to said debt;
5. Except for the statutory tax liens which arose on the dates above stated, the United States does not hold, to the deponent's knowledge or belief, any security or securities for said debt;
6. No note or other negotiable instrument has been received for said debt or any part thereof, nor has any judgment been rendered with respect to said debt; and
7. Said debt has priority and must be paid in full in advance of distribution to creditors as and to the extent provided by law:

IN BANKRUPTCY ACT PROCEEDINGS see Sections 64, 77e, 199, 337(2), 455, and 659 of the Bankruptcy Act (11 U.S.C. 104, 205(e), 599, 737(2), 855, and 1059).

IN OTHER PROCEEDINGS see Section 3466 of the Revised Statutes (31 U.S.C. 191). Also, attention is invited to Section 3467 (31 U.S.C. 192) with respect to the personal liability of any executor, administrator, or other person who fails to pay the claims of the United States in accordance with their priority.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 27th day of June 1963

Christine E. Soderberg
Notary Public

SIGNATURE C. L. Solomon
C. L. Solomon

TITLE Chief, Special Procedures Section

Office of the District Director of Internal Revenue

ADDRESS P. O. Box 1076, Baltimore 3, Md.

FILED
1963 JUN 28 AM 9:16

PART I—FOR COURT *(Or Fiduciary, if required by local procedures.)*

FORM 2317 (REV. 9-61)

11

JOHN S. COLLINS
Attorney
22 Baltimore-Annapolis Blvd., N.E.
Glen Burnie, Maryland

Assignee's Sale

Of Valuable Leasehold Property

KNOW AS
PINCH-BAR TAVERN
8025 Ft. Smallwood Road
Stoney Creek
Pasadena, Maryland

situate in the Third Election District of Anne Arundel County, Maryland.

By virtue of the power and authority contained in a mortgage from Murray Ross unto John F. Roberts, Jr., dated September 29, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1428, folio 195, the undersigned Assignee of said mortgage (default having occurred thereunder), will sell at public auction on the premises, on

Friday, July 12, 1963
at 11:00 O'Clock A.M.

the following property:

BEING known and designated as Lots Nos. 13,14, 15, 16, 17, 18, 23, 24, 25, 26, 27, and 28 as shown on Plat No. 2 of Clearwater Beach, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No 20 page 49, Improvements known as Pinch-Bar Tavern, 8025 Ft. Smallwood Road, Stoney Creek, Pasadena, Maryland.

"Subject to the payment of the annual ground rent of Fifteen Hundred Dollars ($1500.00), payable in equal half-yearly installments on the first days of January and July in each and every year".

TOGETHER with the following chattels located on the above

No. 12

OFFICE ( ) 15,669

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 29

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 12, 1963

We hereby certify, that the annexed

Assignee's Sale
Murray Ross
Pinch-Bar Tavern

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 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

premises: 1 Jordan Freezer (upright), 1 Walk-in Beer Cooler, 3 small kitchen tables (2x2 feet), 1 Meat slicer and work table, 1 S.S. Toaster (Toastmaster), 1 Ice tea dispenser, 1 Silverware tray, 1 Large safe, 1 Broiler, 3 Section Sink (Steel), 1 Gas Range and Griddle, 4 Garbage Cans, 4 S.S. Square Pans, 1 China Top Strainer, 1 Large Skillet dishes and silverware, 1 Ice Cream maker, 1 Milk Shake Mixer, 1 Ice Cube Maker (Frigidaire), 1 Ice Cream Freezer Box (60 Gal. capacity), 1 S.S. Tray, Counter and Stools, 1 S.S. Refrigerator, 1 Coffee Stand, Silex & S.S. Stand, 1 S.S. Water and Ice stand, Work table & S.S. Grill Unit, S.S. Pastry Display Box, 7 Booths and 5 Stools, 1, Frig. Air-Condit. Unit (5 Ton), 1 8-foot Updraght. 1 Double Hot Point Fryer, 1 5-foot Sandwich Unit with Compressor, 1 Stainless Steel Steam table with doors, and 1 Snow Ball Machine.

The property is improved by a masonry, one story commercial building upon which the Pinch-Bar Tavern is operated.

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 cost for state and federal revenue stamps to be borne entirely by purchaser or purchasers.

For futher particulars, apply to
JOHN S. COLLINS
Assignee
22 Baltimore-Annapolis Blvd., N. E.
Glen Burnie, Maryland

ROBERT H. CAMPBELL
Auctioneer

JY-11

BOOK 149 PAGE 31

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF	*	ANNE ARUNDEL COUNTY
MURRAY ROSS	*	EQUITY NO. 15,664

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of John S. Collins, Assignee named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power and authority contained in a mortgage from Murray Ross unto John F. Roberts, Jr., dated September 29, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1428, folio 195; the John S. Collins, Assignee named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland; and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered, the property in said Mortgage, described at public auction on the premises, 8025 Ft. Smallwood Road, Stoney Creek, Pasadena, Maryland, Friday, July 12, 1963 at 11:00 o'clock A.M., and then and there sold the said property to Bernadine Makko, at and for the sum of Thirteen Thousand Six Hunred Dollars ($13,600.00), being at that figure the highest bidder therefor, said property being the following:

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

BEING KNOWN and designated as Lots Nos. 13, 14, 15, 16, 17, 18, 23, 24, 25, 26, 27 and 28 as shown on Plat No. 2 of Clearwater Beach, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 20, page 49, Improvements known as Pinch-Bar Tavern, 8025 Ft. Smallwood Road, Stoney Creek, Pasadena, Maryland.

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"Subject to the payment of the annual ground rent of Fifteen Hundred Dollars ($1500.00), payable in equal half-yearly installments on the first days of January and July in each and every year".

TOGETHER with the following chattels located on the above premises: 1 Jordan Freezer (upright), 1 Walk-in Beer Cooler, 3 small kitchen tables (2X2 feet), 1 Meat Slicer and work table, 1 S.S. Toaster (Toastmaster), 1 Ice Tea dispenser, 1 Silverware Tray, 1 Large Safe, 1 Broiler, 3 Section Sink (Steel), 1 Gas Range and Griddle, 4 Garbage Cans, 4 S. S. Square Pans, 1 China Top Strainer 1 Large Skillet, Dishes and silverware, 1 Ice Cream Maker, 1 Milk Shake Mixer, 1 Ice Cube Maker (Frigidaire), 1 Ice Cream Freezer Box (60 Gal. Capacity), 1 S.S. Tray, Counter and stools, 1 S.S. Refrigerator, 1 Coffee Stand Silex & S.S. Stand, 1 S.S. Water and Ice Stand, Work table & S.S. Box Unit, S.S. Grill Unit, S.S. Pastry Display Box, 7 Booths and 5 Stools, 1 Frig. Air-Conditioner, Unit (5 ton), 1 8-foot Updraght, 1 Double - Hot Point Fryer, 1 5-foot Sandwich Unit with Compressor, 1 Stainless Steel Steam table with doors and 1 Snow Ball Machine.

The property is improved by a masonry, one story commercial building upon which the Pinch-Bar Tavern is operated.

AND the said Assignee further reports that he has received from the purchaser a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of the sale, which are as follows:

TERMS OF SALE: A deposit of $500.00 will be required at the time of sale and the balance of the purchase price money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon 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 cost for the State and Federal Revenue stamps to be borne entirely by purchaser or purchasers.

AND the said assignee further states that the said sale was fairly made to the highest bidder aforesaid.

John S. Collins, Assignee

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

I HEREBY CERTIFY, that on this 23rd day of July 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared, John S. Collins, Assignee, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that sale was fairly made to the highest bidder therefor.

AS WITNESS my hand and Notarial Seal.

Audrey M. Moreland, Notary Public

NOTARY PUBLIC ANNE ARUNDEL CO. MD.

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ORDER NISI

IN THE MATTER OF THE MORTGAGED

REAL ESTATE OF MURRAY ROSS

~~Versus~~

BOOK 149 PAGE 33

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,664 Equity

Ordered, this 24th day of July, 1963, That the sale of the property in these proceedings mentioned made and reported by John S. Collins, Assignee

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 $ $13,600.00

Louis N. Phipps, Clerk.

True Copy,

TEST: Clerk.

John S. Collins, Atty.
(Final Order)

For the Maryland Gazette(Aug.1st Edition)

IN THE MATTER OF THE MORTGAGED

REAL ESTATE OF MURRAY ROSS

~~Versus~~

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 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.

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BOOK 149 PAGE 34

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF MURRAY ROSS * IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 15,664

* * * * *

PETITION TO FILE BOND NUNC PRO TUNC

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of John S. Collins, Assignee named in the Mortgage filed in these proceedings, respectfully represents:

1. That John S. Collins, Assignee named in the Mortgage in the above captioned inadvertently failed to file Bond with the Clerk of the Circuit Court for Anne Arundel County prior to the sale of the property described in these proceedings, said sale held on Friday, July 12, 1963.

2. That your petitioner wishes to file Bond with the Clerk of the Circuit Court for Anne Arundel County so that these proceedings

WHEREFORE, Your petitioner prays this Honorable Court pass an Order that the Clerk of the Circuit Court for Anne Arundel County receive a Surety Bond in these proceedings nunc pro tunc as of July 12, 1963.

John S. Collins, Petitioner
Assignee named in Mortgage

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

I HEREBY CERTIFY, that on this 25th day of July, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared, John S. Collins, Petitioner and Assignee named in Mortgage, and made oath in due form of law that the matters and facts as set forth above are true and correct to the best of his information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC ANNE ARUNDEL CO., MD.

FILED
1963 JUL 25 PM 2:56

Audrey M. Moreland, Notary Public

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BOOK 149 PAGE 35

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF MURRAY ROSS	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 15,664

* * * * *

ORDER OF COURT

UPON the aforegoing Petition and Affidavit, it is, this 15th day of July, 1963, by the Circuit Court for Anne Arundel County, In Equity,

ORDERED, that the Clerk of Circuit Court for Anne Arundel County is hereby directed to accept the Surety Bond of John S. Collins, Assignee, named in the Mortgage filed in these proceedings nunc pro tunc as of July 12, 1963.

George Sachse

JUDGE

FILED
1963 JUL 25 PM 2:56

17

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 12 PAGE 134
BOOK 149 PAGE 36

Bond No. 424718

No. 15,664 EQUITY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, JOHN S. COLLINS 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 THIRTEEN THOUSAND, SIX HUNDRED DOLLARS ($13,600.00) ---------- Current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 25th day of July , 19 63 .

WHEREAS by virtue of a power of sale contained in a Mortgage from ------- Murray Ross ---------- to John F. Roberts, Jr. ---------- ---------- , bearing date on or about the 29th day of September , 19 60 , the said John S. COLLINS ---------- 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 John S. Collins 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.

John S. Collins (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

WITNESS:

Audrey M. Moreland

Bond approved this 26th day of July 1963
nunc pro tunc as of July 12-1963

FILED

18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 37

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,664

Murray Ross

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of September, 1963. The first insertion being made the 1st day of August, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

No. M. G. 7108

19

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,664 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF MURRAY ROSS

Ordered, this 24th day of July, 1963, That the sale of the property in these proceedings mentioned made and reported by John S. Collins, Assignee 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 $13,600.00

LOUIS N. PHIPPS, Clerk.

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

A-22

FILED
1963 SEP -3 PM 12:59

IN THE MATTER OF THE * IN THE CIRCUIT COURT

MORTGAGED REAL ESTATE OF * FOR

MURRAY ROSS * ANNE ARUNDEL COUNTY

* EQUITY NO. 15,664

* * * * *

AMENDED STATEMENT OF CLAIM

Advanced to Mortgage Loan		$ 15,000.00
Payments Received:		
January 7, 1961	$ 750.00	
May, 1961	750.00	
October 31, 1961	350.00	
January 3, 1962	400.00	
January 11, 1962	350.00	
June 1, 1962	400.00	
June 15, 1962	350.00	
		3,350.00
Total amount due under Mortgage		$ 11,650.00
Payments Advanced by Mortgagee, John F. Roberts, Jr.:		
July 17, 1963 - Ground Rent to Warren B. Sayman, period to July 1, 1963.	$ 750.00	750.00
Total Amount due Mortgagee		$ 12,400.00

John F. Roberts, Jr.

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

I HEREBY CERTIFY, that on this 10th day of September, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared, JOHN R. ROBERTS, JR., and made oath in due form of law that the aforegoing Amended State of Claim is true and correct to the best of his information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Audrey M. Moreland, Notary Public

FILED

1963 SEP 11 AM 10:34

20

In the Case of BOOK 149 PAGE 39

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF MURRAY ROSS

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,664 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 25 AM 10:31 FILED

All of which is respectfully submitted.

Arthur A. Anderson Jr.
Auditor.

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. Tollevik, deputy

FILED
1963 OCT 11 AM 9:14

21

Dr. Mortgaged Real Estate of Murray Ross

BOOK 149 PAGE 40

In Acct. with John S. Collins, Assignee

Cr.

By	Amount of Sale, as per Assignee's Report of Sale filed			13,600	00	
By	Interest, 6%, on deferred payment, $13,100.00 from 7/12/63 to 9/9/63			124	45	
						13,724 45
To	Assignee, for fee, viz:	25	00			
To	Assignee, for commission, viz:	438	00			
				463	00	
To	Assignee, for Court Costs, viz:					
	Plaintiff's solicitor appearance fee	10	00			
	Clerk, Court costs	36	00			
	Auditor, this account	30	00			
				76	00	
To	Assignee, for expenses, viz:					
	Capital-Gazette Press Inc., Adv. & Nisi - Sale	118	24			
	Speer Publications Inc. - handbills	18	03			
	Globe Indemnity Co. - bond	54	40			
	Robert H. Campbell - Auctioneer's fee	100	00			
	Clerk, recording assignment of Mortgage	3	00			
	Adjustment, 1963 taxes from 1/1/63 to 7/12/63	183	53			
	Adjustment, current ground rent	50	00			
	1961 & 1962 Sanitary charges	166	32			
	Adjustment, 1963 Sanitary charges	69	05			
				762	57	
To	John F. Roberts Jr., Mortgagee, ~~on account of~~ in full for Mortgage claim filed	12,400	00			
				12,400	00	
to	Internal Revenue Service, on account of claim filed	22	88			
				22	88	
						13,724 45

PETITION FOR FORECLOSURE

J. S. GLEASON, JR., Administrator

of Veterans Affairs

VS.

WILLIAM L. CLARK and NADINE CLARK
his wife
4302 Belle of Georgia Avenue
Pasadena, Maryland

BOOK 149 PAGE 41

IN THE

CIRCUIT COURT

~~OF~~
FOR
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 15,693 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s

That on the 30th day of June A. D. 1961 the defendant executed and delivered to J. S. Gleason, Jr., Administrator of Veterans Affairs a mortgage upon certain fee simple property in the ~~City of Baltimore~~ County of Anne Arundel, therein described, to secure the payment of the mortgage debt of $ $14,700.00 and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition. Default has now occurred thereunder.

And your petitioner pray 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.

Grafton Lee Brown, Jr.
1 Central Ave., S. W.
Glen Burnie, Maryland- SO 6-8370
Attorney for Plaintiff

FILED

1963 JUN 21 AM 9:25

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

MARYLAND

BOOK 1491 PAGE 589

MORTGAGE

BOOK 149 PAGE 42

THIS MORTGAGE, made this -30th- day of June, A. D. 1961, by and between WILLIAM L. CLARK and NADINE CLARK, his wife,

No. 15673 County

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and J. S. GLEASON, JR., as Administrator of Veterans Affairs, an officer of the United States of America, whose address is Veterans Administration, Washington 25, D. C., and his successors in such office as such.
~~a corporation organized and existing under the laws of the~~
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee~~* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Fourteen Thousand Seven Hundred and no/100 - - - - - - - - - - - Dollars ($ 14,700.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and one-half per centum (5½ %) per annum until paid, principal and interest being payable at the office of Veterans Administration, Regional Office, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Ninety and 28/100 - - - - - - - - - - - Dollars ($ 90.28), commencing on the ~~first~~ 30th day of July, 1961, and continuing on the ~~first~~ 30th 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~~ 30th day of June, 1986. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less. Any prepayment made on other than an installment due date will not be credited until the next following installment due date.

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

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

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

BEING known and designated as Lot No. 11, Block G, as shown on plat "Blossom Hills, Section 1, Amended and Section 2", dated May, 1955, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37.

BEING the same lot of ground conveyed by Deed of even date herewith from the Mortgagee to the Mortgagors herein and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County.

FILED

1963 JUN 21 AM 9:26

* 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:

1 General Electric Automatic Washer
Model WA 450 V Serial #TV - 102772

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

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

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

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the ~~first~~ 30th day of each month until the said note is fully paid the following sums:

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

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

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

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding ~~four~~ five & a half per centum (5½%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty (30) days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Wilbur F. Coyle, Jr. or Milton M. Hackerman its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

4

5

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty ($50.00) Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

~~[illegible]~~

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: [signature]

Grafton Lee Brown, Jr.

[signature] William L. Clark [SEAL]

Nadine Clark [SEAL]

[signature] Nadine Clark [SEAL]

[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit:

I HEREBY CERTIFY, That on this -30th- day of June, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM L. CLARK and NADINE CLARK, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared FRANK C. McHENRY, Loan Guaranty Officer, the agent of the within ~~body corporate~~ Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

GRAFTON LEE BROWN, JR. NOTARY PUBLIC ANNE ARUNDEL CO., MD.

[signature]

Grafton Lee Brown, Jr. *Notary Public.*

My commission expires May 6, 1963

12.00

Rec'd for record July 19, 1961 at 12:00 P.M.

Mailed to Chief Attorney, Veterans Administration

STATE OF MARYLAND

SH 1747-30

Mortgage

FROM

WILLIAM L. CLARK and

NADINE CLARK, his wife

TO

J. S. GLEASON, JR., Administrator of Veterans Affaris

Received for Record 19 at ... o'clock M.

Same day recorded in Liber No. ... Folio ... &c.,

one of the Land Records of ...

and examined per ... Clerk.

Cost of Record, $ 12.00

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1961 JUL 19 PM 12:00 & RECORDED IN LIBER GT No. 1491 FOLIO 589 GEO. T. COMWELL, CLERK

☆ U.S. GOVERNMENT PRINTING OFFICE: 1957—O-427739

Chief Attorney
Veterans Administration
Calvert Building
Baltimore 2, Maryland

(2) E

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

BOOK 149 PAGE 46
IN THE

CIRCUIT COURT

FOR
~~CITY~~
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

J. S. GLEASON, JR., Administrator of Veterans Affairs

vs.

WILLIAM L. CLARK and MADINE CLARK, his wife
4302 Belle of Georgia Avenue
Pasadena, Maryland

No. 15,673 Equity
Docket ..... Folio .....

Military Affidavit

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

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in ~~City~~ County and for said ~~City~~, personally appeared Cecil F. Downes, Chief, Loan Service and Claims Section,

and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

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

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

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

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

C. F. Downes
Cecil F. Downes *Affiant.*

Subscribed and sworn to before me this 17th day of June 19 63

Milton M. Hackerman
Notary Public
Milton M. Hackerman

My commission expires: May 3, 1965

MILTON M. HACKERMAN NOTARY PUBLIC BALTIMORE CO., MD.

FILED
1963 JUN 21 AM 9:26

STATEMENT OF MORTGAGE CLAIM

BOOK 149 PAGE 47

J. S. GLEASON, JR., Administrator of Veterans Affairs

vs.

WILLIAM L. CLARK and NADINE CLARK, his wife
4302 Belle of Georgia Avenue
Pasadena, Maryland

IN THE

CIRCUIT COURT

~~OR~~
FOR
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 15,673 Equity

STATEMENT OF MORTGAGE DEBT

Original loan amount	$14,700.00
Amount paid on principal	227.87
Principal balance as of 5-30-63	14,472.13
T & I account - credit balance	None
Balance	14,472.13
Accrued interest to 5-30-63	386.46
Total principal and interest to 5-30-63	14,858.59
Interest accrues at 5-½% per annum from 5-31-63 on	14,472.13
Daily Interest Accrual	2.2110

FILED
1963 JUN 21 AM 9:26

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

I HEREBY CERTIFY, That on this 17th day of June in the year nineteen hundred and sixty-three, before me, a notary public of the State of Maryland, in and for said ~~City~~ County of Baltimore, personally appeared Cecil F. Downes, Chief, Loan Service and Claims Section agent for the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

My commission expires:
May 3, 1965

Milton M. Hackerman *Notary Public.*

BOOK 149 PAGE 48

DECREE FOR SALE OF MORTGAGE PREMISES

J. S. GLEASON, JR., Administrator of Veterans Affairs

vs.

WILLIAM L. CLARK and NADINE CLARK, his wife
4302 Belle of Georgia Avenue
Pasadena, Maryland

IN THE

CIRCUIT COURT

~~XXX~~
FOR
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 15, 673 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 14th day of June, 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 Grafton Lee Brown, Jr. be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of h **proceedings** shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $14,700.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in hi m by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in ~~the City of Baltimore~~ Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $.500.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of ~~his proceedings~~ the proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse
Judge

FILED

1963 JUN 25 AM 9:07

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

BOOK 149 PAGE 49 BOND NO. 77 16 683 BOOK 12 PAGE 116

No. 15673 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Grafton Lee Brown, Jr., 1 Central Avenue, Glen Burnie, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fourteen Thousand Seven Hundred and 00/100 ($14,700.00) 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 28th day of June in the year of our Lord one thousand nine hundred and Sixty-three

WHEREAS, the above bounden Grafton Lee Brown, Jr. by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of J. S. Gleason, Jr., Admr. of Veterans Affairs

vs:

William L. Clark and Nadine Clark

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Grafton Lee Brown, Jr.

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

Signed, sealed and delivered in the presence of:

Patricia B. Collier

Patricia B. Collier

Grafton Lee Brown, Jr. (SEAL)

(SEAL)

WITNESS:

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 -9 AM 11:08

Bond approved this 9th day of July, 1963

Louis N. Phipps, Clerk

E. T. Newell & Co., Inc. PL. 2-3580

BOOK 149 PAGE 50

GRAFTON LEE BROWN, JR., Solicitor
One Central Avenue, S.W.
Glen Burnie, Maryland

TRUSTEE'S SALE

OF VALUABLE

Fee Simple Property

4302 Belle of Georgia Avenue
Blossom Hills
Pasadena, Maryland

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered (Equity No. 15,673), J.S. Gleason, Jr., Administrator of Veterans Affairs, vs. William L. Clark and Nadine Clark, his wife, the undersigned Trustee will sell at Public Auction on the premises the fee simple property below described on

FRIDAY, JULY 26, 1963

AT 11 O'CLOCK A.M. (DST)

ALL that parcel of land situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING known and designated as Lot 11, Block G, as shown on plat "Blossom Hills, Section 1, Amended and Section 2", dated May, 1955, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37. In fee simple.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or any wise appertaining. Improved by a one story frame ranch type dwelling, five rooms, bath and no basement.

Taxes, Anne Arundel County Sanitary Charges, and other liens and charges to be adjusted to the date of sale.

TERMS OF SALE: A deposit of Five hundred dollars ($500.00) will be required at the time of sale, the balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; interest to be paid on the unpaid purchase money from the date of sale to the date of settlement.

FILED

1963 JUL 29 AM 10:19

Grafton Lee Brown, Jr.
Trustee

BOOK 149 PAGE 51

No. 15,673 Equity

I HEREBY CERTIFY, That the Administrator of Veterans Affairs did this 26th day of July, 1963, purchase the within described property from Grafton Lee Brown, Jr., Trustee, at and for the sum of Thirteen thousand six hundred fifty dollars and I hereby agree to comply with the terms of sale as said forth on the reverse side hereof, and I further certify that this sale was fairly made.

ADMINISTRATOR OF VETERANS AFFAIRS

Administrator Of Veterans Affairs

by C. McQuade

C. McQuade

I HEREBY CERTIFY, That I did sell at Public Auction on Friday, July 26, 1963, at 11:00 a.m. (DST), the property described on the reverse side of this hand-bill belonging to William L. Clark and Nadine Clark, his wife, at and for the sum of Thirteen thousand six hundred fifty dollars ($13,650.00) , the successful bidder being the Administrator of Veterans Affairs and the sale was fairly made.

E. T. NEWELL & COMPANY, INC.

By: Harry C. Miller

Harry C. Miller

FILED

1963 JUL 29 AM 10:19

BOOK 149 PAGE 52

No. 15,673 Equity

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 26th 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 C.McQuade, purchaser at the foreclosure sale in this cause, and made oath in due form of law ~~(that he is the purchaser and purchased the same as principal and not as agent for anyone)~~ (that he is the agent for the purchaser, Administrator of Veterans Affairs,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

C. McQuade (SEAL)
Purchaser
Administrator For Veterans Affairs

Harry C. Miller
Notary Public
Harry C. Miller

HARRY C. MILLER NOTARY PUBLIC BALTIMORE, MD.

FILED
1963 JUL 29 AM 10:19

12

REPORT OF SALE

BOOK 149 PAGE 53
IN THE

J. S. GLEASON, JR., Administrator of Veterans Affairs

vs.

WILLIAM L. CLARK and NADINE CLARK, his wife
4302 Belle of Georgia Avenue
Pasadena, Maryland

CIRCUIT COURT

~~OR~~
FOR
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
Equity No. 15,673

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

The Report of Sale of Grafton Lee Brown, Jr.

Trustee appointed by the decree in the above entitled cause, to make sale of the fee simple property known as 4302 Belle of Georgia Avenue, Anne Arundel Co., in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

the Maryland Gazette

Anne Arundel County weekly ~~daily~~ newspaper published in ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday the 26th day of July 19 63 at 11:00 o'clock A. M. attend on the premises and then and there sold the fee simple property known as 4302 Belle of Georgia Ave., Pasadena, Maryland, and described in the attached advertisement of sale to the Administrator of Veterans Affairs, at and for the sum of Thirteen thousand six hundred fifty dollars ($13,650.00), cash upon final ratification of sale, the said Administrator of Veterans Affairs, being the highest bidder therefor.

Grafton Lee Brown, Jr., Trustee.

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

I HEREBY CERTIFY, That on this 26th day of July 1963 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County ~~of Baltimore~~ aforesaid, personally appeared GRAFTON LEE BROWN, JR.

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

As witness my hand and Notarial Seal,

Notary Public.

Patricia B. Collier

FILED
1963 JUL 29 AM 10:19

13

GRAFTON LEE BROWN, JR.,
Solicitor
One Central Avenue, S. W.
Glen Burnie, Maryland

Gazette 7/11/63

Trustee's Sale

Of Valuable Fee Simple Property

4302 Belle of Georgia Avenue
Blossom Hills
Pasadena, Maryland

Under and by virtue of a decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered (Equity No. 15,673), J. S. Gleason, Jr., Administrator of Veterans Affairs, vs. William L. Clark and Nadine Clark, his wife, the undersigned Trustee will sell at Public Auction on the premises the fee simple property below described on

Fri., July 26, 1963
at 11:00 o'clock A.M.
(DST)

ALL that parcel of land situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING known and designated as Lot 11, Block G, as shown on plat "Blossom Hills, Section 1, Amended and Section 2", dated May, 1955, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 23, folio 37. In fee simple.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or any wise appertaining. Improved by a one story frame ranch type dwelling, five rooms, bath and no basement.

Taxes, Anne Arundel County Sanitary Charges, and other liens and charges to be adjusted to the date of sale.

TERMS OF SALE: A deposit of Five hundred dollars ($500.00) will be required at the time of sale, the balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; interest to be paid on the unpaid purchase money from the date of sale to the date of settlement.

GRAFTON LEE BROWN, JR.
Trustee

E. T. NEWELL & CO., INC.
PL 2-3580

Jy-25

ORDER NISI

J.S. GLEASON, JR., Administrator of Veterans Affairs

versus

WILLIAM L. CLARK AND NADINE CLARK, his wife

BOOK 149 PAGE 55

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,673 Equity

Ordered, this 29th day of July, 1963, That the sale of the property in these proceedings mentioned made and reported by Grafton Lee Brown, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 13,650.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Grafton Lee Brown, Jr., Atty.
(Final Order)

Maryland Gazette (for Aug. 1 edition)

J. S. GLEASON, JR., Administrator of Veterans Affairs

versus

WILLIAM L. CLARK and NADINE CLARK, his wife

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 Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett
JUDGE.

FILED

1963 SEP -4 PM 1:26

GRAFTON LEE B[illegible]WN, JR.,
Solicitor
One Central Avenue, S. W.
Glen Burnie, Maryland

Trustee's Sale

Of Valuable Fee Simple Property

4302 Belle of Georgia Avenue
Blossom Hills
Pasadena, Maryland

Under and by virtue of a decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered (Equity No. 15,673), J. S. Gleason, Jr., Administrator of Veterans Affairs, vs. William L. Clark and Nadine Clark, his wife, the undersigned Trustee will sell at Public Auction on the premises the fee simple property below described on

Fri., July 26, 1963
at 11:00 o'clock A.M.
(DST)

ALL that parcel of land situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING known and designated as Lot 11, Block G, as shown on plat "Blossom Hills, Section 1, Amended and Section 2", dated May, 1955, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 23, folio 37. In fee simple.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys ways, waters, privileges, appurtenances and advantages, to the same belonging, or any wise appertaining. Improved by a one story frame ranch type dwelling, five rooms, bath and no basement.

Taxes, Anne Arundel County Sanitary Charges, and other liens and charges to be adjusted to the date of sale.

TERMS OF SALE: A deposit of Five hundred dollars ($500.00) will be required at the time of sale, the balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; interest to be paid on the unpaid purchase money from the date of sale to the date of settlement.

GRAFTON LEE BROWN, JR.
Trustee

E. T. NEWELL & CO., INC.
PL 2-3580

Jy-25

15 No.

OFF[illegible] OF

Maryland Gazette

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

BOOK 149 PAGE 56

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 31, 1963

We hereby certify, that the annexed Trustee's Sale Eq 15,673 William L Clark

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of July, 1963. The first insertion being made the 2nd day of July, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
3:31
FILED JUL 31 PM 3:31
1963 - H Tilghman
By

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 57

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,673

William L. Clark

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of September, 1963. The first insertion being made the 1st day of August, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 7447

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,673 Equity

J.S. GLEASON, JR.
Administrator of Veterans Affairs
versus
WILLIAM L. CLARK and
NADINE CLARK, his wife

Ordered, this 29th day of July, 1963, That the sale of the property in these proceedings mentioned made and reported by Grafton Lee Brown, Jr., Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $13,650.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-22

FILED
SEP -3 PM 12:59
1963

BOOK 149 PAGE 58

In the Case of

J.S. GLEASON, JR., Administrator of Veterans Affairs

VS.

WILLIAM L. CLARK and

NADINE CLARK, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,673 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 OCT -1 PM 3:21 FILED

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 17th 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 17 PM 2:23

17

Dr. Mortgaged Real Estate of William L. Clark & Nadine Clark, his wife

BOOK 149 PAGE 59

In Acct. with Grafton Lee Brown, Jr., Trustee

				Cr.
By	Amount of Sale, as per Trustee's Report of Sale filed		13,650 00	
By	Interest, 6%, from 7/26/63 to 9/5/63		88 73	
				13,738 73
To	Trustee for fee, viz:	175 00		
			175 00	
To	Trustee for Court cost, 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., Adv. & Nisi - Sale	92 00		
	Speer Publications Inc., - handbills	17 00		
	Fidelity & Deposit Co. of Maryland - bond	58 80		
	E.T. Newell & Co. Inc., - Auctioneers fee	30 00		
	Adjustment, 1963 taxes 1/1/63 to 7/26/63 - 6 months 26 days	125 35		
			323 15	
To	J.S. Gleason, Jr., Administrator of Veterans Affairs, Mortgagee, on account of Mortgage claim		13,180 08	
				13,738 73
	Balance due on Mortgage, as per claim filed	14,858 59		
	Interest, 5½%, on principal balance, $14,472.13, from 5/31/63 to 9/30/63	269 74		
		15,128 33		
	Credit amount allowed above	13,180 08		
	This amount subject to decree in personam	1,948 25		

In the Matter of the Mortgaged	:	No. 15725 Equity
Real Estate of Henry T. Turpin	:	In the Circuit Court
and Emma B. Turpin, his wife	:	for
	:	Anne Arundel County
	:	

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in mortgage

FILED

1963 JUL 15 AM 11:35

4518

No. 15,725

Purchase money BOOK 1347 PAGE 6 BOOK 149 PAGE 61

This Mortgage, made this 5th day of November in the year one thousand nine hundred and fifty-nine, between HENRY T. TURPIN and EMMA B. TURPIN, 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

TEN THOUSAND DOLLARS ----------($10,000.00)

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 SEVENTY TWO DOLLARS ----------($72.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

Beginning for the same at a pipe found in the centerline of the old W.R. & A. R. R. right of way, said point of beginning being also the beginning point of that conveyance from Arnold S. Osbelt and wife to Virginia Blasey, Widow, by deed dated June 26, 1915 and recorded among the Land Records of Anne Arundel County in Liber G.W. 119, Folio 9; thence from the point of beginning so fixed and binding on the center of the railroad North 45° 12' 40" West, 22.15 ft. to a hub set; thence leaving the said centerline of the railroad and running across the whole tract of which this conveyance is a part, South 50° 53' West, 208.55 ft. to a hub set on the northeast side of the Burns Crossing Road; thence binding on said side of said road, South 21° 12' 50" East, 112.26 ft. to a hub set; thence leaving the said side of Burns Crossing Road, North 62° 39' 20" East, 142.51 ft. to a hub set in the last line of the above-mentioned conveyance from Osbelt to Blasey; thence with said line as corrected for magnetic variation, North 03° 48' 10" East, 155.51 ft. to the point of beginning. Containing 0.54 acre of land, more or less.

Being the same property conveyed to the within-named Mortgagors by Elmer G. Butler and Ruth Butler, his wife, by deed of even date herewith intended to be recorded among the aforesaid Land Records immediately prior hereto.

FILED

1963 JUL 15 AM 11:36

2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similiar property by vittue 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

Henry T. Turpin (SEAL)

Henry T. Turpin

Emma B. Turpin (SEAL)

Emma B. Turpin

(SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 5th day of November, in the year one thousand, nine hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Henry T. Turpin and Emma B. Turpin, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared WILMER M. JOHNSON, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

1100

Pauline M. Bozman
Pauline M. Bozman
NOTARY PUBLIC

My Commission expires 5/1/61

Rec'd for record Nov. 6, 1959 at 2:19 P.M.
Mailed to Wm. W. Townshend, Jr.

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

Purchase money
MORTGAGE
FROM
Henry T. Turpin and
Emma B. Turpin, his wife

TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record .....
19 ..... at ..... o'clock ..... M.
Same day recorded in Liber .....
No. ..... folio ..... &c. one of
the Land Records of Anne Arundel County
and examined per
1959 NOV -6 PM 2:19 Clerk.
Cost of Record $ 1347 FOLIO 6

BOOK 149 PAGE 65 No. 15725

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 15th day of July, 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 Henry T. Turpin and Emma B. Turpin, his wife, that to the best of his knowledge, plaintiff, in the above entitled cause, and made oath, in due form of law, that defendant

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

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 15th day of July, 19 63.

Notarial Seal

Dorothy P. McNew, *Notary Public.*

My Commission will expire on:

May 3rd, 1965

Filed,

FILED
1963 JUL 15 AM 11:36

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

ANNAPOLIS, MARYLAND

No. 15,225

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 Henry T. Turpin and Emma B. Turpin, his wife, dated November 5th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1347, Folio 6, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

MONDAY, AUGUST 12th, 1963

at 11:00 o'clock, A.M.

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

BEGINNING for the same at a pipe found in the centerline of the old W.B. & A.R.R. right of way, said point of beginning being also the beginning point of that conveyance from Arnold S. Osbelt and wife to Virginia Blasey, Widow, by deed dated June 26, 1915 and recorded among the Land Records of Anne Arundel County in Liber G.W. 119, Folio 9; thence from the point of beginning so fixed and binding on the center of the railroad, North 45° 12' 40" West, 22.15 ft. to a hub set; thence leaving the said centerline of the railroad and running across the whole tract of which this conveyance is a part, South 50° 53' West, 208.55 ft. to a hub set on the northeast side of the Burns Crossing Road; thence binding on said side of said road, South 21° 12' 50" East, 112.26 ft. to a hub set; thence leaving the said side of Burns Crossing Road, North 62° 39' 20" East, 142.51 ft. to a hub set in the last line of the above-mentioned conveyance from Osbelt to Blasey; thence with said line as corrected for magnetic variation, North 03° 48' 10" East, 155.51 ft. to the point of beginning. Containing 0.54 acre of land, more or less.

BEING the same property conveyed unto the said Henry T. Turpin and Emma A. Turpin, his wife, by Elmer G. Butler and Ruth Butler, his wife, by Deed dated November 5th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1347, Folio 4.

The above property consists of a two story frame house with aluminum siding, with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $750.00

FILED

1963 JUL 15 AM 11:35

1

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 - July 18th 25th and
August 1st and 8th, 1963

Please send twenty-five handbills.

8

In the Matter of the	:	No. 15,725 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Henry T. Turpin and Emma B.	:	for
Turpin, his wife	:	Anne Arundel County
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Henry T. Turpin and Emma B. Turpin, his wife, to Loyola Federal Savings and Loan Association (formerly United Federal) dated November 5th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1347, Folio 6.		$10,000.00
Less total amount paid on account of principal	$ 673.74	
Less Credit Expense Account.	66.61	
	$ 740.35	740.35
		$ 9,259.65
Plus interest to August 14th, 1963		54.25
Amount of mortgage indebtedness		$ 9,313.90

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 15th 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 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 JUL 15 AM 11:35

9

The Pennsylvania Insurance Company

BOOK 12 PAGE 142

A STOCK COMPANY

15725 Equity

BOOK 149 PAGE 69

BOND NO. 47 52 48

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 TEN THOUSAND FIVE HUNDRED AND NO/100 $10,500.00) - 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 5th day of August, 1963.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Henry T. Turpin and Emma B. Turpin, his wife, to the Loyola Federal Savings and Loan Association, bearing date on or about the 5th day of November, 1959, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1347, Folio 6, 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. McDew

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

THE PENNSYLVANIA INSURANCE COMPANY

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

Bond approved this 6 day of August, 1963

Louis N. Phillips, Clerk

FILED

1963 AUG -6 AM 10:40

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 Henry T. Turpin and Emma B. Turpin, his wife, dated November 5th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1347, folio 6, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

Mon., Aug. 12, 1963
at 11:00 o'clock A.M.

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

BEGINNING for the same at a pipe found in the centerline of the old W.B. and A.R.R. right of way, said point of beginning being also the beginning point of that conveyance from Arnold S. Osbelt and wife to Virginia Blasey, Widow, by deed dated June 26, 1915, and recorded among the Land Records of Anne Arundel County in Liber G.W. 119, Folio 9; thence from the point of beginning so fixed and binding on the center of the railroad, North 45 degrees 12' 40" West, 22.15 ft. to a hub set; thence leaving the said centerline of the railroad and running across the whole tract of which this conveyance is a part, South 50 degree 53' West, 208.55 ft to a hub set on the northeast side of the Burns Crossing Road; thence binding on said side of said road, South 21 degrees, 12'

No

OFFICE 15,725

Maryland Gazette

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

BOOK 149 PAGE 70

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 10, 1963

We hereby certify, that the annexed

Attorney's Sale

Henry T. Turpin

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 W. Tilghman

50" East, 112.26 ft. to a hub set: thence leaving the said side of Burns Crossing Road, North 62 degrees 39' 20" East, 142.51 ft. to a hub set in the last line of the above mentioned convevance from Osbelt to Blasey; thence with said line as corrected for magnetic variation, North 03 degrees 48' 10" East, 155.51 ft. to the point of beginning. Containing 0.54 acre of land, more or elss.

BEING the same property conveyed unto the said Henry T. Turpin and Emma Turpin, his wife, by Elmer G. Butler and Ruth Butler, his wife, by Deed dated November 5th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1347, Folio 4.

The above property consists of a two - story frame house with aluminum siding, 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 dale 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 Bldg., South St.
Annapolis, Maryland

ROBERT H. CAMPBELL,
Auctioneer

A-

ROBERT H. CAMPBELL - - - - Auctioneer

WILLIAM W. TOWNSHEND, JR., Attorney
TOWNS-WORTH BUILDING, SOUTH ST.
ANNAPOLIS, MARYLAND

BOOK 149 PAGE 72

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Henry T. Turpin and Emma B. Turpin, his wife, dated November 5th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1347, Folio 6, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

MONDAY, AUGUST 12, 1963

at 11:00 o'clock, A.M.

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

BEGINNING for the same at a pipe found in the centerline of the old W. B. & A. R. R. right of way, said point of beginning being also the beginning point of that conveyance from Arnold S. Osbelt and wife to Virginia Blasey, widow, by deed dated June 26, 1915 and recorded among the Land Records of Anne Arundel County in Liber G. W. 119, Folio 9; thence from the point of beginning so fixed and binding on the center of the railroad, North 45 degrees, 12 minutes, 40 seconds West, 22.15 feet to a hub set; thence leaving the said centerline of the railroad and running across the whole tract of which this conveyance is a part, South 50 degrees, 53 minutes, West, 208.55 feet to a hub set on the northeast side of the Burns Crossing Road; thence binding on said side of said road, South 21 degrees, 12 minutes, 50 seconds East, 112.26 ft. to a hub set; thence leaving the said side of Burns Crossing Road, North 62 degrees, 39 minutes, 20 seconds East, 142.51 feet to a hub set in the last line of the above-mentioned conveyance from Osbelt to Blasey; thence with said line as corrected for magnetic variation, North 03 degrees, 48 minutes 10 seconds, East 155.51 feet to the point of beginning. Containing 0.54 acre of land more or less.

BEING the same property conveyed unto the said Henry T. Turpin and Emma A. Turpin, his wife, by Elmer G. Butler and Ruth Butler, his wife, by Deed dated November 5th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1347, Folio 4.

The above property consists of a two story frame house with aluminum siding, 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

UNION LITHO CO.

FILED

1963 AUG 16 PM 12:40

BOOK 149 PAGE 73

Annapolis, Maryland
August 12, 1963

I hereby certify that I have this twelfth day of August 1963, sold the property described on the reverse hereof unto LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION at and for the sum of EIGHT THOUSAND FIVE HUNDRED DOLLARS ($8,500.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this twelfth day of August 1963, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of

EIGHT THOUSAND FIVE HUNDRED DOLLARS----------($8,500.00)

and I/we hereby agree to comply with the terms of sale.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: _____
Wilmer M. Johnson, Vice President

FILED

1963 AUG 16 PM 12:40

In the Matter of the	: No.	Equity
Mortgaged Real Estate of	:	In the Circuit Court
Henry T. Turpin and Emma B.	:	for
Turpin, his wife	:	Anne Arundel County
	:	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify that on this 12th day of August, 1963, before the subscriber, a Notary Public of the State of Maryland, Anne Arundel County, personally appeared Wilmer M. Johnson, Vice President of Loyola Federal Savings and Loan Association, the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) it was not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) it had not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

William W. Townshend, Jr.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: _____ (SEAL)
Wilmer M. Johnson, Vice Pres.

_____ (SEAL)

WITNESS my hand and Notarial seal this 12th day of August 1963.

William W. Townshend, Jr.
Notary Public

FILED

1963 AUG 16 PM 12:41

14

BOOK 149 PAGE 75

In the Matter of the	No. 15,725	Equity
Mortgaged Real Estate of	In the Circuit Court	
Henry T. Turpin and Emma B.	for	
Turpin, his wife	Anne Arundel County	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from Henry T. Turpin and Emma B. Turpin, his wife, dated November 5th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1347, Folio 6, 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, August 12, 1963, at 11:00 o'clock A.M., and then and there sold the said property to Loyola Federal Savings and Loan Association, a body corporate, at and for the sum of Eight Thousand Five Hundred Dollars ($8,500.00), 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 Fourth Election District of Anne Arundel County, Maryland, more particularly described as follows:

BEGINNING for the same at a pipe found in the centerline of the old W.B.& A. R.R. right of way, said point of beginning being also the beginning point of that conveyance from Arnold S. Osbelt and wife to Virginia Blasey, Widow, by deed dated June 26, 1915 and recorded among the Land Records of Anne Arundel County in Liber

FILED

1963 AUG 16 PM 12:40

G.W. 119, Folio 9; thence from the point of beginning so fixed and binding on the center of the railroad, North 45° 12' 40" West, 22.15 ft. to a hub set; thence leaving the said centerline of the railroad and running across the whole tract of which this conveyance is a part, South 50° 53' West, 208.55 ft. to a hub set on the northeast side of the Burns Crossing Road; thence binding on said side of said road, South 21° 12' 50" East, 112.26 ft. to a hub set; thence leaving the said side of Burns Crossing Road, North 62° 39' 20" East, 142.51 ft. to a hub set in the last line of the above-mentioned conveyance from Osbelt to Blasey; thence with said line as corrected for magnetic variation, North 03° 48' 10" East, 155.51 ft. to the point of beginning. Containing 0.54 acre of land, more or less.

BEING the same property conveyed unto Henry T. Turpin and Emma B. Turpin, his wife, by Elmer G. Butler and Ruth Butler, his wife, by deed dated November 5th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1347, Folio 4.

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

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 12th day of August, 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

ORDER NISI

In the Matter of the Mortgaged Real Estate of Henry T. Turpin and Emma B. Turpin, his wife

BOOK 149 PAGE 77

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,725 Equity

Ordered, this 16th day of August, 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 23rd 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 23rd day of September next.

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

Louis A. Phipps Clerk.

True Copy,

TEST:

William W. Townshend, Atty. For the Maryland Gazette (Aug. 22nd Edition) Clerk.

(Final Order)

In the Matter of the Mortgaged Real Estate of Henry T. Turpin and Emma B. Turpin, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th 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.

D. Bowie Duckett

JUDGE.

FILED

1963 SEP 25 AM 10:09

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,725 EQUITY

In the Matter of the Mortgaged Real Estate of HENRY T. TURPIN and EMMA B. TURPIN, his wife

Ordered, this 16th day of August, 1963, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Atty. BE RATIFIED AND CONFIRMED, unless cause to contrary thereof be shown on or before the 23rd 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 23rd day of September next.

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

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

S-12

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 78

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 14, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,725

Henry T. Turpin

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 September, 1963. The first insertion being made the 22nd day of August, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1963 SEP 16 PM 4:08

No. M.G. 7212

By H. Tilghman

In the Case of BOOK 149 PAGE 79

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
HENRY T. TURPIN and EMMA B. TURPIN, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,725 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 OCT -1 PM 10:25 FILED

All of which is respectfully submitted.

October 1, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 17th 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 17 PM 2:16

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HENRY T. TURPIN and EMMA B. TURPIN, his wife,

BOOK 149 PAGE 80

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

					Cr.	
1963						
August	12	Proceeds of Sale	8,500	00	8,500	00
					8,500	00
		To Attorney for fee, viz:	100	00		
		To Attorney for commissions, viz:	285	00	385	00
		To Attorney for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court costs	28	00		
		Auditor - stating this account	22	50	60	50
		To Attorney for expenses, viz:				
		Capital Gazette Press - advertising sale	101	52		
		Capital Gazette Press - Order nisi, sale	15	00		
		Speer Publications - Handbills	17	00		
		Robert H. Campbell - auctioneer's fee	45	00		
		Pennsylvania Ins. Co. - bond premium	42	00		
		1963 County & State taxes - adjusted 1/1/63 to 8/12/63 (171.29)	102	14		
		One-half cost documentary stamps	14	03		
		Dorothy P. McNew - notary fees	1	50	338	19
		To Loyola Federal Savings & Loan Assn.				
		this balance on account of claim filed	7,716	31	7,716	31
					8,500	00

Amount of Mortgage claim filed	9,313	90	
Interest on principal balance of $9,259.65 from 8/14/63 to 10/17/63 - 64 days @ 6%	97	23	
	9,411	13	
Cr. - amount allowed above	7,716	31	
Balance subject to Decree in Personam	1,694	82	

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM PAUL J. BOTHE AND MARIE E. BOTHE, HIS WIFE, TO BELMAR PERMANENT BUILDING AND LOAN ASSOCIATION, INCORPORATED, OF BALTIMORE CITY	:	IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY IN EQUITY
vs.	:	
PAUL J. BOTHE AND MARIE E. BOTHE, HIS WIFE,	:	Docket 15,675 Folio

MR. CLERK:-

Please docket a suit in the above entitled case and file the within Exhibit.

Fred J. Van Slyke, Attorney named in the Mortgage.

FILED
1953 JUN 21 AM 9.40

City—County Direct Reduction Form

No. 15,675 Equity

BOOK 1432 PAGE 491 BOOK 149 PAGE 83

This Mortgage, Made this 18th day of October, in the year one thousand, nine hundred and sixty, between PAUL J. BOTHE and MARIE E. BOTHE, HIS WIFE,

of Anne Arundel County, in the State of Maryland, Mortgagors, and BELMAR PERMANENT BUILDING AND LOAN ASSOCIATION, INCORPORATED, 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 Nine thousand eight hundred fifty ($9,850.00) Dollars, being part of the purchase money for the property hereinafter described:

7434.

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 six ($106.00) 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 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 ~~823~~ 178 of the Laws of Maryland passed at the January session in the year ~~1945~~ 1955 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 the Third Election District of Anne Arundel Co., in said State, and described as follows:

BEING known and designated as Lot 29, as shown on the Plat of Oakwood Manor, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 35. Known as No. 1311 Eleanore Drive.

SUBJECT to restrictions and easements of record.

BEING the same lot of ground which by Deed dated of even date and recorded prior hereto among the Land Records of Anne Arundel County, was granted and conveyed by William E. Doyle unto the Mortgagors herein.

1963 JUN 21 AM 9:40

IF the above mortgage loan is paid off in full within five years from the date hereof, the Mortgagee may make a charge of three per cent. (3%) of the amount prepaid.

AT Mortgagee's option, Mortgagors will pay a "late charge" not exceeding four per cent. (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.

2

SHOULD the annual taxes or other public dues and charges be increased over and above those due and payable in the current year, then said Mortgagee may increase the above monthly payment proportionately to pay said yearly taxes or public dues and charges.

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 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 $120.00, payable semi-annually on the 18th days of April and October, of 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 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 Mortgagor s, 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 Mortgagor s, 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 Mortgagor s, 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 Mortgagor s, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or Fred J. Van Slyke, 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.

WITNESS:

Fred J. Van Slyke

PAUL J. BOTHE (SEAL)

MARIE E. BOTHE (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, Baltimore City, to wit:

I HEREBY CERTIFY that on this 18th day of October, 1960, before me, the subscriber, a Notary Public, of the State of Maryland in and for Baltimore County personally appeared Paul J. Bothe and Marie E. Bothe, His Wife, the within named Mortgagors, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John H. Otto, 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.

Fred J. Van Slyke Notary Public.

Rec'd for record Oct. 24, 1960 at 10:58 A.M.

Mailed to Van Slyke & Doyle

7.50

4

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

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM PAUL J. BOTHE AND MARIE E. BOTHE, HIS WIFE, TO BELMAR PERMANENT BUILDING AND LOAN ASSOCIATION, INCORPORATED OF BALTIMORE CITY

vs.

PAUL J. BOTHE AND

MARIE E. BOTHE, HIS WIFE,

BOOK 149 PAGE 86

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

IN EQUITY

No. 15,675 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 Fred J. Van Slyke, Attorney for BELMAR PERMANENT BUILDING AND LOAN ASSOCIATION, INCORPORATED, OF BALTIMORE CITY and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

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

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

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

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

Fred J. Van Slyke

Affiant.

Subscribed and sworn to before me this 20th day of June 1963.

George R. Ball

Notary Public

GEORGE R. BALL

My Commission Expires May 3, 1965

FILED

1963 JUN 21 AM 9:39

5

STATEMENT OF MORTGAGE CLAIM

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM PAUL J. BOTHE AND MARIE E. BOTHE, HIS WIFE, TO BELMAR PERMANENT BUILDING AND LOAN ASSOCIATION, INCORPORATED, OF BALTIMORE CITY.

vs.

PAUL J. BOTHE AND

MARIE E. BOTHE, HIS WIFE,

BOOK 149 PAGE 87 IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY IN EQUITY

No. 15,625 Equity

STATEMENT OF MORTGAGE DEBT

Belmar Permanent Building and Loan Association

6301 Belair Road • Baltimore 6, Md.

STATEMENT

Account No. 2886 Date June 20, 1963

Name Paul J. Bothe and Marie E. Bothe

Address 1311 Eleanor Drive, Glen Burnie, Maryland

Balance Due on Mortgage		$ 9,258.40
Interest Due	To 6/20/63	123.44
Attorneys Release Fee		
Association Release Fee		
Due on Expense Account		
	Total	$ 9,381.84
Less:		
Credit on Expense Account		168.71
	Balance Due Association	$ 9,213.13

Last Ground Rent Paid April 1963

Last Taxes Paid 1962

FILED 1963 JUN 21 AM 9:39

Statement Good Until 6/20/63

Belmar Permanent Building & Loan Ass'n.

By: Erick S Larsen

Erick S. Larsen, Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 20th day of June 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 Erick S. Larsen, Secretary for Belmar Permanent Building and Loan Association, Incorporated, of Baltimore City 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,

Fred J. Van Slyke, *Notary Public.*

Judicial 13—Maryland—Mortgagee's or Attorney's Bond

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

BOOK 149 PAGE 89

BOOK 12 PAGE 123

BOND OF Attorney

TO SELL Real Estate

No. 15,675 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, Fred J. Van Slyke,

730 N. Collington Avenue, Baltimore 5, 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 Nine Thousand and 00/100 - - - - - - - - - - - - - - - - Dollars ($ 9,000.00), 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 11th day of July , in the year of our Lord, nineteen hundred and sixty-three.

WHEREAS, the above bounden Fred J. Van Slyke

by virtue of the power contained in a mortgage from Paul J. Bothe & Marie E. Bothe, h/w to Belmar Permanent Building & Loan Association, Incorporated bearing date the 18th day of October , 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1432 Folio 491 and

Fred J. Van Slyke

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

Fred J. Van Slyke

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

Antoinette Van Slyke

Antoinette Van Slyke

Nellie E. Stewart

Nellie E. Stewart

Fred J. Van Slyke (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. North, Attorney in fact

FILED

1963 JUL 16 AM 10:11

Bond approved this 16th day of July, 1963

James H. Phipps, Clerk

FRED J. VAN SLYKE
Solicitor
730 N. Collington Ave.
Baltimore 5, Md.

Attorney's Sale

Of Valuable Dwelling Property

1311 Eleanore Drive,
Oakwood Manor,
3rd Election District,
Anne Arundel County, Md.

Under and by virtue of the power of sale contained in a mortgage from Paul J. Bothe and Marie E. Bothe, his wife to Belmar Permanent Building and Loan Association, Incorporated of Baltimore City, dated October 13th, 1960 and recorded among the Land Records of Anne Arundel County (default having occurred thereunder), the undersigned Attorney named in Mortgage, will sell at public auction on the premises on

Fri., July 19, 1963
at 2 O'clock P.M.

ALL THAT LOT OF GROUND situate and lying in the Third Election District of Anne Arundel County, State of Maryland and described as follows:

BEING known and designated as Lot 29, as shown on the Plat of Oakwood Manor, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 35. Property known as No. 1311 Eleanor Drive. Subject to restrictions and easements of record. Subject to an annual ground rent of $120 and improved by a 1-story ranch-type frame dwelling containing 6 rooms and bath.

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

Fred J. Van Slyke,
Attorney named in Mortgage
ALEX COOPER AUCTS., INC.
212 N. Calvert St.
Balto. 2, Md.
PLaza 2-4868

Jy-18

OFFICE OF

Maryland Gazette

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

BOOK 149 PAGE 90

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 23, 1963

We hereby certify, that the annexed

Attorney's Sale

Paul J. Bothe

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 JUL 23 PM 4:28

By H. Tilghman

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGA . FROM PAUL J. BOTHE AND MARIE E. BOTHE, HIS WIFE, TO BELMAR PERMANENT BUILDING AND LOAN ASSOCIATION, INCORPORATED,

OF BALTIMORE CITY

VS

PAUL J. BOTHE AND

MARIE E. BOTHE, HIS WIFE,

FRED J. VAN SLYKE,
Solicitor
730 N. Collington Ave.
Baltimore 5, Md.

Attorney's Sale

Of Valuable Dwelling Property

1311 Eleanore Drive,
Oakwood Manor,
3rd Election District,
Anne Arundel County, Md.

Under and by virtue of the power of sale contained in a mortgage from Paul J. Bothe and Marie E. Bothe, his wife to Belmar Permanent Building and Loan Association, Incorporated of Baltimore City, dated October 18th, 1960 and recorded among the Land Records of Anne Arundel County (default having occurred thereunder), the undersigned, Attorney named in Mortgage, will sell at public auction on the premises on

Fri., July 19, 1963
at 2 O'clock P.M.

ALL THAT LOT OF GROUND situate and lying in the Third Election District of Anne Arundel County, State of Maryland and described as follows:

BEING known and designated as Lot 29, as shown on the Plat of Oakwood Manor, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 35. Property known as No. 1311 Eleanor Drive. Subject to restrictions and easements of record. Subject to an annual ground rent of $120 and improved by a 1-story ranch-type frame dwelling containing 6 rooms and bath.

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

Fred J. Van Slyke,
Attorney named in Mortgage

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

Jy-18

FILED
SINEE
26 AM 10:38

BOOK 149 PAGE 91
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY
Docket 15, Folio 675
AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 19th day of July 1963, sold the property described in the attached advertisement of sale at and for the sum of $8,400 00 to BELMAR PERMANENT BUILDING AND LOAN ASSOCIATION, INCORPORATED, OF BALTIMORE CITY he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper - Auctioneer

PURCHASERS' AGREEMENT

I hereby certify that I have this 19th day of July 1963, purchased the property described in the attached advertisement of sale from Fred J. Van Slyke, Attorney named in Mortgage, at and for the sum of $ 8,400.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Purchaser

Fred J. Van Slyke, Attorney for Belmar Permanent Building and Loan Association, Incorporated of Baltimore City

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FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM PAUL J. BOTHE AND MARIE E. BOTHE, HIS WIFE, TO BELMAR PERMANENT BUILDING AND LOAN ASSOCIATION, INCORPORATED, OF BALTIMORE CITY	:	IN THE
	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
PAUL J. BOTHE AND	:	
MARIE E. BOTHE, HIS WIFE,	:	Docket 15, Folio 675 Equity Case No. 15,675

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

The Report of Sale of Fred J. Van Slyke, Attorney, named in the Mortgage by the Mortgage in the above entitled cause to make sale of leasehold property in the Third Election District of Anne Arundel County, State of Maryland, known as No. 1311 Eleanore Drive, in the proceedings in said cause mentioned respectfully shows, that the said Attorney after giving bond with security for the faithful discharge of his trust as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in THE MARYLAND GAZETTE, a weekly newspaper, published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Fred J. Van Slyke, Attorney named in the Mortgage did pursuant to said notice on Friday, July 19th, 1963 at 2:00 o'clock p.m. attend on the premises and then and there sold leasehold property known as No. 1311 Eleanore Drive, Anne Arundel County, Maryland unto BELMAR PERMANENT BUILDING AND LOAN ASSOCIATION, INCORPORATED, OF BALTIMORE CITY, at and for the sum of Eight thousand four hundred Dollars ($8,400.00) said property being described as follows:-

BEING known and designated as Lot 29, as shown on the Plat of Oakwood Manor, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 35. Property known as No. 1311 Eleanor Drive. Subject to restrictions and easements of record. Subject to an annual ground rent of $120

Fred J. Van Slyke, Attorney named in the Mortgage.

FILED

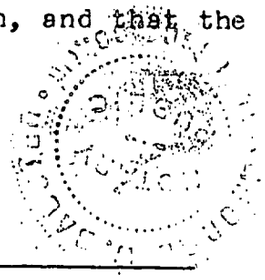
1963 JUL 26 AM 10:38

10

STATE OF MARYLAND, Baltimore City, to wit

I HEREBY CERTIFY, That on this 24th day of July, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Fred J. Van Slyke, Attorney named in the 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.

AS WITNESS my hand and Notarial Seal.



George W. Balster

, Notary Public

ORDER NISI

FRED J. VAN SLYKE, ATTORNEY
NAMED IN THE MORTGAGE FROM PAUL J.
BOTHE AND MARIE E. BOTHE, HIS WIFE, TO
BELMAR PERMANENT BUILDING AND LOAN
ASSOCIATION, INCORPORATED, OF
BALTIMORE CITY
VS.
PAUL J. BOTHE AND
MARIE E. BOTHE, HIS WIFE

BOOK 149 PAGE 94

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,675 Equity

Ordered, this 26th day of July, 1963, That the sale of the property in these proceedings mentioned made and reported by Fred J. Van Slyke, 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 $ 8,400.00

Louis N. Phipps Clerk.

True Copy,

Fred J. Van Slyke, Attorney

TEST: For theMaryland Gazette (Aug.1, Edition) Clerk.

(Final Order)

FRED J. VAN SLYKE, ATTORNEY NAMED
IN THE MORTGAGE FROM PAUL J. BOTHE AND MAR
MARIE E. BOTHE, HIS WIFE, TO BELMAR
PERMANENT BUILDING AND LOAN ASSOCIATION
INCORPORATED, OF BALTIMORE CITY
VS
PAUL J. BOTHE AND
MARIE E. BOTHE, HIS WIFE

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.

D Bruce Duckett
JUDGE.

FILED

1963 SEP -4 PM 1:26

12

No. 15,675
Equity

BOOK 149 PAGE 95

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 19th day of July, 1963, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Fred J. Van Slyke, Attorney for Belmar Permanent Building and Loan Association, Incorporated, of Baltimore City Baltimore County 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 BELMAR PERMANENT BUILDING AND LOAN ASSOCIATION, INCORPORATED, OF BALTIMORE CITY, and that he has not directly or indirectly discouraged anyone from bidding for the said leasehold property known as No. 1311 Eleanore Drive, A.A.Co., mentioned in the said Report of Sale.

BELMAR PERMANENT BUILDING AND LOAN ASSOCIATION, INCORPORATED OF BALTIMORE CITY

By: [signature] (SEAL)
Purchaser

Fred J. Van Slyke, Attorney

[signature]
Notary Public

Samuel Raymond

FILED

Purchaser 1963 AUG -1 AM 10:15

13

SAMUEL RAYMOND NOTARY PUBLIC BALTIMORE, MARYLAND

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 15,675 Equity

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM PAUL J. BOTHE AND MARIE E. BOTHE, HIS WIFE, TO BELMAR PERMANENT BUILDING AND LOAN ASSOCIATION, INCORPORATED, OF BALTIMORE CITY

VS.

PAUL J. BOTHE and MARIE E. BOTHE, his wife

Ordered, this 26th day of July, 1963, That the sale of the property in these proceedings mentioned made and reported by Fred J. Van Slyke, 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 $8,400.00

LOUIS N. PHIPPS, Clerk.

True Copy, TEST:
LOUIS N. PHIPPS Clerk.

A-22

FILED
SEP 3 PM 12 59

No. M. G. 2106

14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 96

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,675

Paul J. Bothe

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of 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

BOOK 149 PAGE 97

FRED J. VAN SLYKE, Attorney named in the Mortgage, et al

VS.

PAUL J. BOTHE and MARIE E. BOTHE, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 15,675 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 OCT -4 PM 3:03 FILED

All of which is respectfully submitted.

October 4, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 22nd 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 M. Rupp

Clerk

Per: [signature], deputy

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Dr. FRED J. VAN SLYKE, Attorney named in the Mortgage, et al vs.
PAUL J. BOTHE and MARIE E. BOTHE, his wife

BOOK 149 PAGE 98

In Acct. with FRED J. VAN SLYKE, Attorney named in Mortgage

					Cr.	
1963						
July	19	Proceeds of Sale	8,400	00	8,400	00
		Refund A. A. County Sanitary Charges 7/19/63 to 12/31/63	14	09	14	09
					8,414	09
		To Attorney for fee, viz:	100	00		
		To Attorney for commissions, viz:	282	42	382	42
		To Attorney for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court costs	28	00		
		Auditor - stating this account	22	50	60	50
		To Attorney for expenses, viz:				
		Capital Gazette Press - advertising sale	70	00		
		Capital Gazette Press - Order nisi, sale	15	00		
		U.S.Fidelity & Guaranty Co.-bond premium	36	00		
		Alex Cooper - auctioneer fee	25	00		
		1963 County & State taxes, adjusted 1/1/63 to 7/19/63	166	50	312	50
		To Belmar Permanent Building & Loan Assn. this balance on account of claim filed	7,658	67	7,658	67
					8,414	09

		Amount of Mortgage claim filed	9,213	13		
		Interest on principal balance of $9,258.40 from 6/20/63 to 10/21/63-123 days @ 6%	187	20		
			9,400	33		
		Cr. - amount allowed above	7,658	67		
		Balance subject to Decree in Personam	1,741	66		

BOOK 149 PAGE 100

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF MARION O. WEISS and VIRGINIA J. WEISS, HIS WIFE	*	NO. 15,602 EQUITY
	*	IN THE
	*	CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * *

ORDER TO DOCKET CASE

Mr. Clerk:

Please record the assignment of mortgage, docket the above case, file the original mortgage and assignment thereon, the statement of mortgage claim and non-military affidavit, and enter our appearance.

ANDERSON & ANDERSON

by Richard G. Anderson

Richard G. Anderson
92 Franklin Street
Annapolis, Maryland
Telephone: COlonial 8-5035
Solicitors for Assignee

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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BOOK 1531 PAGE 585 No. 15,602 Eq

PURCHASE MC Y

THIS MORTGAGE, Made this 19th day of December in the year One thousand nine hundred and Sixty- one by MARION O. WEISS and VIRGINIA J. WEISS, his wife, both of Anne Arundel County, in the State of Maryland (hereinafter sometimes called "the Mortgagors"), parties of the first part, and THE LAUREL BUILDING ASSOCIATION OF PRINCE GEORGE'S COUNTY, a corporation duly organized and existing under the laws of the State of Maryland (hereinafter sometimes called "the Mortgagee"), party of the second part.

WHEREAS, the Mortgagors, being members of THE LAUREL BUILDING ASSOCIATION OF PRINCE GEORGE'S COUNTY and as such members sharing and participating in the profits of the same, have received therefrom an advance of EIGHT THOUSAND - - - - - - - - - - - - - Dollars ($ 8,000.00), on the (80) Eighty shares of stock held and owned by the Mortgagors in their own right, being the par value of the same, at its maturity; and

WHEREAS, it is hereby expressly understood and agreed by and between the parties hereto that the Mortgagors shall have the right to prepay, in whole or in part, the indebtedness secured hereby at any time prior to maturity; provided, however, that in the event of any such prepayment they shall be obligated to pay the full amount of the interest and premium due for the calendar month in which such prepayment is made and the Mortgagee shall not be obligated to make any adjustment of interest or of premium for the period from the date of such prepayment to the last day of that calendar month and provided, further, that in the event that prepayment is made in full within one year from the date of this Mortgage, the Mortgagee may, at its election, require the Mortgagors to pay a premium charge of one percent (1%) of the original principal amount hereof; and

WHEREAS, it has been agreed by and between the Mortgagors and the Mortgagee that the payment of dues, interest, premiums and fines and of all other sums, as hereinafter provided, and the performance of all the covenants and conditions herein contained should be secured by a good and effectual Mortgage on the property hereinafter described and the execution of such Mortgage is a condition precedent to said advance;

*WHEREAS the said sum of Eight thousand ($8,000.00) dollars has been applied as a part of the purchase money for the property hereinafter described.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, in consideration of the premises and the sum of one dollar ($1.00) this day paid, the Mortgagors do grant and convey unto the Mortgagee, its successors and assigns, in fee simple, all that lot, part of lot(s) or parcel(s) of ground, situate, lying and being in Fourth Election District of Anne Arundel County, in the State of Maryland, ~~and more particularly described as follows:~~ which fronts on the North side of the County Road near Fort George G. Meade now called Fifth Avenue, Extended, and which is more particularly described as follows, that is to say:

BEGINNING for the same at an iron pipe set on the Northeast side of the County Road leading from Odenton to Fort Meade at a point North 58 degrees West 720.5 feet from the end of the South 32 degrees West 332.5 foot line of the whole tract; thence North 32 degrees East 332.5 feet to the South 58 degrees East 1235 foot line of the whole tract; thence reversing said line North 58 degrees West 65.5 feet; thence leaving the outline and running South 32 degrees West 332.5 feet to an iron pipe set on the Northeast side of said County Road; thence with said road South 58 degrees East 65.5 feet to the point of beginning. Containing .50 of an acre, of land, more or less.

SAVING AND EXCEPTING THEREFROM so much of said property which is more particularly described as follows, to wit: Beginning for the same at an iron pipe on the Northeast side of the County Road leading from Odenton to Fort George G. Meade at the southwesternmost corner of the property hereinbefore more particularly described by metes and bounds and running thence North 32 degrees East 332.5 feet to an iron pipe located at the northwesternmost corner of said property, thence running South 58 degrees East 32.75 feet to an iron pipe, thence running for a new line of division South 32 degrees West 332.5 feet to an iron pipe set on said mentioned County Road, thence running along said road North 58 degrees West 32.75 feet to the point of beginning. Containing 0.25 of an acre of land, more or less.

BEING all of the same property which was conveyed from Michael Miskanic and Evelyn Miskanic, his wife, to the said Marion O. Weiss and Virginia J. Weiss, his wife, the Mortgagors herein, by deed bearing even date herewith and recorded or intended to be recorded among the land records of Anne Arundel County immediately prior to the recordation of these presents.

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* If this is to be a Purchase Money Mortgage, insert in this space appropriate WHEREAS clause.

BOOK 1429 PAGE 101

This Mortgage is made upon the express condition and 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 improvements thereon and all the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same, with the improvements and appurtenances aforesaid, unto the Mortgagee, its successors and assigns, in fee simple.

PROVIDED, that if the Mortgagors shall make all the payments and perform all the covenants herein on their part to be made and performed, then this Mortgage shall be void.

AND the Mortgagors, for themselves, their heirs, executors, administrators and assigns, hereby covenant with the Mortgagee, its successors and assigns, as follows: (1) to pay to the Mortgagee, its successors or assigns, on or before the third Tuesday of each and every month, the sum of thirty (30) cents per share on each and every of said shares of stock as dues, the sum of Fifty Cents per share as interest on said advance and the sum of Ten Cents per share as a premium; (2) to pay all such fines as may by the Mortgagee, in conformity with its Certificate of Incorporation and By-Laws, be imposed upon the Mortgagors for any default made in the payment of said monthly dues and interest; (3) to keep the improvements now existing or hereafter erected on the mortgaged property in good repair; (4) to keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and such other hazards, casualties and contingencies as may be required from time to time by the Mortgagee and in such amounts and for such period as may be required by the Mortgagee, and will promptly pay, when due, all premiums on such insurance provision for payment of which has not been made hereinbefore; it being expressly understood and agreed between the parties hereto that all such insurance shall be carried in companies approved by the Mortgagee, that the policies and renewals thereof shall be held by the Mortgagee and shall have endorsed thereon and attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee, and that, in the event of loss, the Mortgagors will give immediate notice by mail to the Mortgagee, which may make proof of loss if not promptly made by the Mortgagors, and finally that each insurance company named in any such policy is hereby authorized and directed to make payment for such loss direct to the Mortgagee instead of to the Mortgagors and the Mortgagee jointly, and that 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; (5) to pay all taxes, all public dues, charges and assessments, water rents and all other governmental or municipal charges, fines or impositions for which the property hereby mortgaged has heretofore, or may hereafter, become liable, and in default of such payment that the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt secured hereby, shall be payable on demand, shall bear interest at the rate of 6% per annum and shall be secured by this Mortgage; (6) that it shall be deemed a default under this Mortgage if they shall sell, cease to own, transfer or dispose of the mortgaged property without the written consent of the Mortgagee; and (7) to obey the By-Laws of the Mortgagee now in force or hereafter to be adopted. All of said covenants shall continue in full force and effect until the whole amount of said advance, interest, premium and fines and all amounts paid for insurance, taxes, public dues, charges and assessments, with interest thereon as hereinabove provided, shall, by the payments made by the Mortgagors and dividends allowed by the Mortgagee, be paid in full.

AND it is agreed that until default is made in any agreement, covenant or condition of this Mortgage, the Mortgagors, their heirs, personal representatives or assigns, shall retain possession of the mortgaged property, but in case the Mortgagors should fail to pay the dues, premiums, interest and fines, or either or any of them, or should fail to perform any one or more of the agreements, covenants or conditions of this Mortgage, then the whole mortgage debt hereby secured shall become due and payable forthwith, and the Mortgagee shall be entitled, without notice to the Mortgagors, to the immediate appointment of a receiver of the mortgaged property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the Mortgagee as additional security.

AND it is further agreed that if at any time after the date of these presents the Mortgagee, its successors and assigns, shall become a party to any suit or legal proceeding either involving the title of the land hereby conveyed, or instituted for the condemnation of the same or any part thereof or of any right therein or affecting in any way the validity or integrity of the loan hereby secured, it is hereby expressly covenanted and agreed that the Mortgagee, its successors and assigns, shall have the right to employ an attorney or attorneys to represent it in such suit or legal proceeding and to pay such attorney or attorneys reasonable compensation for legal services rendered, not in excess of five per centum of the principal of the loan hereby secured, and any sum so paid by the Mortgagee, its successors or assigns, shall become a part of the debt hereby secured and shall be payable on demand.

AND it is further agreed that if the property hereby conveyed or any part thereof be sold under the provisions of this Mortgage, all crops growing thereon on the day of sale shall pass with the title to said property so sold to the purchaser or purchasers thereof, his, her or their heirs, personal representatives and assigns.

AND the 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 Public General Laws or any Public Local Laws of the State of Maryland, relating to Mortgages, including any amendments, supplements or additions thereto, do hereby consent to the passage of a decree by the Circuit Court of the County, in the State of Maryland, in which the property herein lies, or where the greater portion thereof may lie, for the sale of the herein described property at any time after the recording of this Mortgage (said sale to take place only after a default has occurred in any of the covenants or conditions of this Mortgage, as herein provided); or this Mortgage may be foreclosed, and the property herein sold, by the Mortgagee, or its successors or assigns, or by John S. Stanley, its duly constituted attorney, after any such default shall have occurred as aforesaid. 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 located; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five ($75.00) 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 additional 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, with interest to the date of the final ratification of such sale; and, third, the balance, if any, to the Mortgagors, their heirs, personal representatives, successors 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, their heirs, personal representatives, successors or assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

AND the Mortgagors covenant to warrant specially the property hereby conveyed and to execute such further assurances thereof as may be requisite.

Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. If more than one Mortgagor shall execute this Mortgage, any and all covenants on the part of the Mortgagors to be performed herein shall be joint and several.

WITNESS the hands and seals of the Mortgagors the day and year first above written.

TEST:

Eleanor Duval Lowery

Marion O. Weiss (SEAL)

TEST:

~~Virginia J. Weiss~~ (SEAL)

Virginia J. Weiss (SEAL)

(SEAL)

STATE OF Maryland, County OF Prince George's, To Wit:

I HEREBY CERTIFY, that on this 19th day of December in the year One thousand nine hundred and sixty-one, before me, the subscriber, a Notary Public in and for the State & county aforesaid, personally appeared Marion O. Weiss and Virginia J. Weiss, his wife, the Mortgagors named in the aforegoing Mortgage, and did each acknowledge the aforegoing Mortgage to be their respective act.

WITNESS my hand and Notarial Seal the day and year last above written. BOOK 1531 PAGE 588

My Commission Expires
May 6, 1963

Eleanor Duval Lowery Notary Public

STATE OF MARYLAND, County OF Anne Arundel, To Wit:

I HEREBY CERTIFY, that on this 19th day of December in the year One thousand nine hundred and sixty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, the Agent of THE LAUREL BUILDING ASSOCIATION OF PRINCE GEORGE'S COUNTY, the Mortgagee named in the aforegoing Mortgage, and made oath in due form of law that the consideration in the aforegoing Mortgage is true and bona fide as therein set forth, and that he is the duly authorized Agent of the Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

My Commission Expires
May 6, 1963

Myrtle Sturm Notary Public

Rec'd for record Dec 19, 1961 at 3:49 P.M.

Mailed to The Laurel Bldg. Ass'n. of Prince Geo's County

THE LAUREL BUILDING ASSOCIATION OF PRINCE GEORGE'S COUNTY hereby assigns the within mortgage to Roger A. Clapp for purposes of foreclosure.

WITNESS the seal of the said body corporate and the signature of J. Russell Jones, its President, this 29th day of April, 1963.

Attest:

Louise A. Flester, Secretary

THE LAUREL BUILDING ASSOCIATION
OF PRINCE GEORGE'S COUNTY

By J. Russell Jones

J. Russell Jones, President

MORTGAGE

FIRST PURCHASE MONEY

FROM

MARION O. WEISS AND
VIRGINIA J. WEISS,
his wife

TO

THE LAUREL BUILDING ASSOCIATION
OF PRINCE GEORGE'S COUNTY

Received for Record ..... Sec.,
at ..... o'clock ..... M. Same day recorded
in Liber ..... Folio .....
one of the Land Records of ANNE ARUNDEL COUNTY
and examined per .....
Clerk.

Cost of Record $ .....

Return to:
THE LAUREL BUILDING ASSOCIATION
OF PRINCE GEORGE'S COUNTY
Laurel, Maryland

For value received, THE LAUREL BUILDING ASSOCIATION OF PRINCE GEORGE'S COUNTY hereby releases the within Mortgage.

WITNESS the seal of the said body corporate and the signature of .....

....., President, this ..... day of ....., 19.....

ATTEST:

..... Secretary

CANCELLED ..... President

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF M ION O. WEISS and VIRGINIA J. WEISS, his wife

NO. 15,602 EQUITY
IN .IE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

AFFIDAVIT OF NON-MILITARY SERVICE

BOOK 149 PAGE 105

Prince George's
~~ANNE ARUNDEL~~ COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 11th day of May

19 63 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~Anne Arundel~~ Prince George's County, J. Russell Jones, President of The Laurel Building Association of Prince George's County

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

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

that to the best of his information, knowledge and belief, the defendants, Marion O. Weiss and Virginia J. Weiss, his wife,

~~are~~ 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 11th day of May , 19 63 .

Notarial Seal

Eleanor Duval Lowery, Notary Public.

My Commission will expire on:
May 3, 1965

Filed,

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BOOK 149 PAGE 106

IN THE MATTER OF THE SALE	*	NO. 15,602 EQUITY
OF THE MORTGAGED REAL ESTATE	*	IN THE
OF MARION O. WEISS AND VIRGINIA	*	CIRCUIT COURT
J. WEISS, HIS WIFE	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * * *

STATEMENT OF MORTGAGE CLAIM

Statement of mortgage claim of The Laurel Building Association, of Prince George's County, under a mortgage from Marion O. Weiss and Virginia J. Weiss, his wife, to The Laurel Building Association of Prince George's County, dated December 19, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1531, folio 585, and assigned to Roger A. Clapp for purposes of foreclosure on April 24, 1963:

Amount of mortgage dated December 19, 1961	$8,000.00
Less amount paid on principal	198.78
Balance	$7,801.22
Interest, premium, and fines to April 29, 1963	192.00
Advance for insurance premium paid on April 15, 1963	31.59
Balance as of April 29, 1963	$8,024.81

THE LAUREL BUILDING ASSOCIATION
OF PRINCE GEORGE'S COUNTY

BY J. Russell Jones
J. Russell Jones, President

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, TO WIT:

I hereby certify that on this 11th day of May, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. RUSSELL JONES, who made oath in due form of law that he is President of

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ANDERSON & ANDERSON
Annapolis, Md.

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The Laurel Building Association of Prince George's County, and he further made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the foregoing cause now remaining due and unpaid.

Witness my hand and seal Notarial.

Eleanor Duval Lowery, Notary Public

My Commission Expires:

May 3, 1965

BOOK 12 PAGE 77 BOOK 149 PAGE 108

IN THE MATTER OF THE SALE	*	NO. 15,602 EQUITY
OF THE MORTGAGED REAL ESTATE	*	IN THE
OF MARION O. WEISS AND VIRGINIA	*	CIRCUIT COURT
J. WEISS, HIS WIFE	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * *

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Roger A. Clapp, and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of Ten thousand ($10,000.00) dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 5th day of June, in the year Nineteen hundred sixty-three.

WHEREAS, the above bounden Roger A. Clapp, by virtue of the power contained in a purchase money mortgage from Marion O. Weiss and Virginia J. Weiss, his wife, to The Laurel Building Association of Prince George's County, dated December 19, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1531, folio 585, and assigned to Roger A. Clapp for purposes of foreclosure on April 24, 1963, and

WHEREAS, default having been made in the payment of said mortgage debt, interest and expenses, the said Roger A. Clapp, under said power, is about to sell said property.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Roger A. Clapp shall well and truly and faithfully

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ANDERSON & ANDERSON
Annapolis, Md.

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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 the 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 Roger A. Clapp has 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 above written.

Roger A. Clapp (SEAL)

Signed, sealed, and delivered in the presence of

NATIONAL SURETY CORPORATION

by Marvin H. Anderson
Marvin H. Anderson
Attorney-in-fact

Bond approved this 6th day of June, 1963

Louis H. Phipps, Clerk

IN THE MATTER OF THE SALE	:	NO. 15,602 EQUITY
OF THE MORTGAGED REAL ESTATE	:	IN THE
OF MARION O. WEISS AND VIRGINIA		CIRCUIT COURT
J. WEISS, HIS WIFE.	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : : :

AMENDED STATEMENT OF MORTGAGE CLAIM.

Statement of mortgage claim of The Laurel Building Association of Prince George's County, under a mortgage from Marion O. Weiss and Virginia J. Weiss, his wife, to The Laurel Building Association of Prince George's County, dated December 19, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 1531, folio 585, and assigned to Roger A. Clapp for purposes of foreclosure on April 24, 1963:

Amount of mortgage dated December 19,1961	$8,000.00
Insurance premium advanced 4-15-63	31.59
	$8,031.59
Interest premium and fines through 6-30-63	304.32
	$8,335.91
Credit applicable to loan	204.75
Balance as of June 30, 1963	$8,131.16

The Laurel Building Association
of Prince George's County
By: J. Russell Jones

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 18 day of June, 1963, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared J. Russell Jones who made oath in due form of law that he is of The Laurel Building Association of Prince George's County, and further made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the foregoing cause now remaining due and unpaid.

Witness my hand and seal Notarial,

My Commission expires May 3, 1965.

Myrtle Sturm
Notary Public

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GEORGE W. SCIBLE - - - - Auctioneer

ANDERSON & ANDERSON
ATTORNEYS AT LAW
92 Franklin Street
Annapolis, Maryland

ASSIGNEE'S SALE

OF

VALUABLE IMPROVED PROPERTY

ON NORTH SIDE OF FIFTH AVENUE EXTENDED
NEAR FORT GEORGE G. MEADE, FOURTH ELECTION
DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a purchase money mortgage from Marion O. Weiss and Virginia J. Weiss, his wife, dated December 19, 1961, to The Laurel Building Association of Prince George's County, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1531, folio 585, default having occurred in the payment of said mortgage, the undersigned Assignee will sell at the Court House Door, Church Circle, in the City of Annapolis, Anne Arundel County, Maryland, on

TUESDAY, JUNE 18, 1963

AT 11:00 O'CLOCK A.M.

ALL that lot, part of a lot, piece or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, in the State of Maryland, which fronts on the North side of the County Road near Fort George G. Meade now called Fifth Avenue, Extended, and which is more particularly described as follows, that is to say:

BEGINNING for the same at an iron pipe set on the Northeast side of the County Road leading from Odenton to Fort Meade at a point North 58 degrees West 720.5 feet from the end of the South 32 degrees West 332.5 foot line of the whole tract; thence North 32 degrees East 332.5 feet to the South 58 degrees East 1235 foot line of the whole tract; thence reversing said line North 58 degrees West 65.5 feet; thence leaving the outline and running South 32 degrees West 332.5 feet to an iron pipe set on the Northeast side of said County Road; thence with said road South 58 degrees East 65.5 feet to the point of beginning. Containing .50 of an acre of land, more or less.

SAVING AND EXCEPTING therefrom so much of said property, containing 0.25 of an acre of land, more or less, which was conveyed by Michael Miskanic and Evelyn Miskanic, his wife, to Jake Saiia and Thelma Saiia, his wife, by deed dated November 10, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 173, folio 116.

BEING all of the same property which was conveyed from Michael Miskanic and Evelyn Miskanic, his wife, to the said Marion O. Weiss and Virginia J. Weiss, his wife, by deed dated December 19, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1531, folio 582.

Subject to the covenants, agreements, conditions, limitations, easements, and restrictions of record affecting said premises.

Improved by a one-story frame shingle dwelling containing six rooms and bath; a one-story frame dwelling with four rooms and bath, and a garage with second floor two-room apartment.

TERMS OF SALE: One thousand ($1,000.00) dollars in cash or by certified check will be required of the purchaser at the time and place of sale, the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest from the date of sale to the date of settlement, or all cash at the time of sale. Taxes and public charges to be adjusted to date of sale.

For further particulars apply to the undersigned.

Roger A. Clapp
Hershey, Donaldson, Williams & Stanley

First National Bank Building
Baltimore 2, Maryland
Assignee

Anderson & Anderson
Attorneys for Assignee

FILED

1963 JUN 18 PM 1:51

BOOK 149 PAGE 113

This is to certify that I have this day purchased from Roger A. Clapp, Assignee, at public auction the property herein described at and for the sum of Nine thousand Dollars ($9,000.00) and (I) (we) agree to comply with the terms of sale.

Witness my hand and seal this 18th day of June, 1963.

Witness:
Richard G. Anderson
Richard G. Anderson

Frank Abbo (SEAL)

(SEAL)

This is to certify that I have this day sold at public auction for Roger A. Clapp, Assignee, the property herein described to Frank Abbo at and for the sum of Nine thousand Dollars ($9,000.00) he being at that price the highest bidder.

Witness my hand and seal this 18th day of June, 1963.

Witness:
Richard G. Anderson
Richard G. Anderson

George W. Scible, Auctioneer (SEAL)

FILED
1963 JUN 18 PM 1:51

13

IN THE MATTER OF THE SALE	:	NO. 15,602 EQUITY
OF THE MORTGAGED REAL ESTATE	:	IN THE
OF MARION O. WEISS AND	:	CIRCUIT COURT
VIRGINIA J. WEISS, HIS WIFE	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : : : : :

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Roger A. Clapp, the assignee for the purpose of foreclosure, respectfully shows:

That after giving bond for the faithful discharge of his duties under the power of sale contained in the mortgage mentioned in said bond, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement printed in The Maryland-Gazette, a newspaper published in Anne Arundel County, Maryland, said advertisement having been published once in each week for three successive weeks before the day of sale, the first such publication having been not less than twenty days prior to the day of sale, and by hand bills posted upon the premises and also posted throughout Anne Arundel County, he did, pursuant to said notice, attend at the Court House Door, Church Circle, in the City of Annapolis, Anne Arundel County, Maryland, on Tuesday, June 18, 1963, at eleven o'clock A.M., the time and place so advertised, and then and there proceeded to sell said real estate, being all that lot, part of a lot, piece or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County aforesaid, which fronts on the North side of the County Road near Fort George G. Meade now called Fifth Avenue, Extended, and which is more particularly described as follows, that is to say:

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1963 JUN 18 PM 1:50

14

BEGINNING for the same at an iron pipe set on the Northeast side of the County Road leading from Odenton to Fort Meade at a point North 58 degrees West 720.5 feet from the end of the South 32 degrees West 332.5 foot line of the whole tract; thence North 32 degrees East 332.5 feet to the South 58 degrees East 1235 foot line of the whole tract; thence reversing said line North 58 degrees West 65.5 feet; thence leaving the outline and running South 32 degrees West 332.5 feet to an rion pipe set on the Northeast side of said County Road; thence with said road South 58 degrees East 65.5 feet to the point of beginning. Containing .50 of an acre of land, more or less.

SAVING AND EXCEPTING therefrom so much of said property, containing 0.25 of an acre of land, more or less, which was conveyed by Michael Miskanic and Evelyn Miskanic, his wife, to Jake Saiia and Thelma Saiia, his wife, by deed dated November 10, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M.No. 173 folio 116. Being all of the same property which was conveyed by Michael Miskanic and Evelyn Miskanic, his wife, to the said Marion O. Weiss and Virginia J. Weiss, his wife, by deed dated December 19, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 1531, folio 582, subject to the covenants, agreements, conditions, limitations, easements and restrictions of record affecting said premises; improved by a one-story frame shingle dwelling containing six rooms and bath; a one-story frame dwelling with four rooms and bath, and a garage with second floor two-room apartment, to Frank Abbo - - - - - - - - - - - for the sum of Nine thousand - - - - ($9,000.00) - dollars, (he) (~~she~~) (~~they~~) (~~it~~) being the highest bidder for the property. A copy of the hand bill, Purchaser's Agreement and Auctioneer's Certificate is filed herewith, marked "Exhibit 'A'".

15

Roger A. Clapp, Assignee

Anderson & Anderson

Anderson & Anderson
Attorneys for Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 8th 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 the County aforesaid, personally appeared Roger A. Clapp, Assignee, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made and for the highest price which he was able to obtain therefor.

Witness my hand and seal Notarial,

My Commission expires May 3, 1965.

Myrtle Sturm Notary Public

19

BOOK 149 PAGE 117

IN THE MATTER OF THE SALE	*	NO. 15,602 EQUITY
OF THE MORTGAGED REAL ESTATE	*	IN THE
OF MARION O. WEISS AND VIRGINIA	*	CIRCUIT COURT
J. WEISS, HIS WIFE	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * *

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 18th day of June, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frank Abbo ~~and~~ _____, (his wife) who made oath in due form of law that they are the purchasers of the property described in these proceedings, that at the time (he) ~~(she) and~~ (they) purchased the said property (he) ~~(she) and~~ (they) were not acting as agents for anyone, that there were no other parties who were interested as principals in the purchase of said property, and that (he) ~~(she)~~ (they) have not directly or indirectly discouraged anyone from bidding for the said property.

As witness my hand and seal Notarial.

Myrtle Sturm — Notary Public

My Commission Expires
May 3, 1965

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

FILED
1963 JUN 18 PM 1:51

17

ORDER NISI

BOOK 149 PAGE 118

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF MARION O. WEISS AND VIRGINIA J. WEISS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,602 Equity

Ordered, this 18th day of June, 1963, That the sale of the property in these proceedings mentioned made and reported by Roger A. Clapp, 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 $ 9,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Richard G. Anderson, Atty. FOR: MARYLAND GAZETTE June 27th Edition
(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF MARION O. WEISS AND VIRGINIA J. WEISS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 30th 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.

O. Bruce Duckett
JUDGE.

FILED

1963 JUL 31 AM 10:20

18

Anderson & ·erson
Attorneys A. .aw
92 Franklin Street
Annapolis, Maryland

Assignee's Sale

Of Valuable Improved Property

ON NORTH SIDE OF FIFTH AVENUE EXTENDED NEAR FORT GEORGE G. MEADE, FOURTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a purchase money mortgage from Marion O. Weiss and Virginia J. Weiss, his wife, dated December 19, 1961, to the Laurel Building Association of Prince George's County, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1531, folio 585, default having occurred in the payment of said mortgage, the undersigned Assignee will sell at the Court House Door, Church Circle, in the City of Annapolis, Anne Arundel County, Maryland, on

Tues., June 18, 1963
at 11:00 o'clock A.M.

ALL that lot, part of a lot, piece or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, in the State of Maryland, which fronts on the North side of the County Road near Fort George G. Meade now called Fifth Avenue, Extended, and which is more particularly described as follows, that is to say:

BEGINNING for the same at an iron pipe set on the Northeast side of the County Road leading from Odenton to Fort Meade at a point North 58 degrees West 720.5 feet from the end of the South 32 degrees West 332.5 foot line of the whole tract; thence North 32 degrees East 332.5 feet to the South 58 degrees East 1235

19 1963

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 119

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 24, 19 63

We hereby certify, that the annexed

Assignee's Sale

Marion O. Weiss

15,602 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of June, 19 63. The first insertion being made the 23rd day of May, 19 63.

FILED
JUN 25 PM 3:12

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

foot line of the whole tract; thence reversing said line North 58 degrees West 65.5 feet; thence leaving the outline and running South 32 degrees West 332.5 feet to an iron pipe set on the Northeast side of said County Road; thence with said road South 58 degrees East 65.5 feet to the point of beginning. Containing .50 of an acre of land, more or less.

SAVING AND EXCEPTING therefrom so much of said property, containing 0.25 of an acre of land, more or less, which was conveyed by Michael Miskanic and Evelyn Miskanic, his wife, to Jake Saiia and Thelma Saiia, his wife, by deed dated November 10, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 173, folio 116.

BEING all of the same property which was conveyed from Michael Miskanic and Evelyn Miskanic, his wife, to the said Marion O. Weiss and Virginia J. Weiss, his wife by deed dated December 19, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1531, folio 582.

Subject to the covenants, agreements, conditions, limitations, easements, and restrictions of record affecting said premises.

Improved by a one-story frame shingle dwelling containing six rooms and bath; a one-story frame dwelling with four rooms and bath, and a garage with second floor two-room apartment.

TERMS OF SALE: One thousand ($1,000.00) dollars in cash or by certified check will be required of the purchaser at the time and place of the sale, the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest from the date of sale to the date of settlement, or all cash at the time of sale. Taxes and public charges to be adjusted to date of sale.

For further particulars apply to the undersigned.

ROGER A. CLAPP
Hershey, Donaldson, Williams & Stanley
First National Bank Building
Baltimore 2, Maryland

Assigned
ANDERSON & ANDERSON
Attorneys for Assignee

GEORGE SCIBLE
Auctioneer. Ju-13

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,602 Equity
In the Matter of the Sale of the Mortgaged Real Estate of MARION O. WEISS and VIRGINIA J. WEISS, his wife

Ordered, this 18th day of June, 1963, That the sale of the property made and reported by Roger A. Clapp, 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 $9,000.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk

Jy-18

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNOEL COUNTY AOVERTISING

BOOK 149 PAGE 121

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 23, 1963

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 15,602

Marion O. Weiss

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

No. M. G. 5214 1963 JUL 23 PM 4:29 By H. Tilghman

20

BOOK 149 PAGE 122

IN THE MATTER OF THE SALE	*	NO. 15,602 EQUITY
OF THE MORTGAGED REAL ESTATE	*	IN THE
OF MARION O. WEISS AND	*	CIRCUIT COURT
VIRGINIA J. WEISS, HIS WIFE	*	FOR
		ANNE ARUNDEL COUNTY

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

PETITION FOR SUBSTITUTION
OF PURCHASER

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Frank Abbo, Anna A. Abbo, and Robert D. Abbo respectfully shows:

1. That the said Frank Abbo purchased from Roger A. Clapp, Assignee, certain property consisting of a lot of ground with improvements thereon located in the Fourth Election District of Anne Arundel County fronting on the North side of the County Road near Fort George G. Meade now called Fifth Avenue, Extended, as will appear by reference to the Report of Sale filed heretofore in these proceedings.

2. That since said purchase the said Frank Abbo has agreed to sell and desires to convey the aforementioned property to Anna A. Abbo and Robert D. Abbo, as joint tenants and not as tenants in common.

Wherefore, your petitioner prays that this Honorable Court pass an order substituting the said Anna A. Abbo and Robert D. Abbo as joint tenants and not as tenants in common as the purchasers of said property in the place and stead of Frank Abbo.

Frank Abbo

Anna A. Abbo

Robert D. Abbo

Robert D. Abbo
Petitioners

FILED

1963 JUL 29 AM 9:39

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

21

I assent to the substitution of the purchasers as prayed.

Roger A. Clapp

Roger A. Clapp
Assignee

Anderson & Anderson

Anderson & Anderson

Attorneys for Assignee

ORDER OF COURT

The aforegoing Petition having been read and considered, it is hereby ORDERED by the Circuit Court for Anne Arundel County this 25th day of July, 1963, that Anna A. Abbo and Robert D. Abbo as joint tenants and not as tenants in common be and they are hereby substituted as the purchasers of the property mentioned in the Report of Sale in these proceedings in the place of Frank Abbo.

D. Bonn Vuchett

Judge

FILED

1963 JUL 30 PM 12:54

22

BOOK 149 PAGE 124

In the Case of

IN THE MATTER OF THE SALE OF THE MORTGAGED
REAL ESTATE OF MARION O. WEISS and
VIRGINIA J. WEISS, his wife,
VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,602 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 19 PM 12:01

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 Jankauski, deputy

FILED
1963 OCT -7 PM 12:04

23

24

Dr. IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF MARION O. WEISS and VIRGINIA J. WEISS, his wife,

BOOK 149 PAGE 125

In Acct. with ROGER A. CLAPP, Assignee

					Cr.	
1963						
June	18	Proceeds of sale	9,000	00		
		Interest on deferred payment of $8,050.00				
		from 6/18/63 to 9/12/63	114	04	9,114	04
					9,114	04
		To Assignee for fee, viz:	75	00		
		To Assignee for Commissions, viz:	303	42	378	42
		To Assignee for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court costs	32	75		
		Auditor - stating this account	22	50	65	25
		To Assignee for expenses, viz:				
		Capital Gazette Press - advertising sale	112	00		
		Capital Gazette Press - Order nisi, sale	15	00		
		Speer Publications - handbills	17	00		
		George W. Scible - auctioneer's fee	35	00		
		National Surety Corp. - bond premium	40	00		
		1962 County & State taxes	119	50		
		1963 County & State taxes adjusted 1/1/63 to 6/18/63 - (134.13)	63	48		
		One-half cost documentary stamps	14	85		
		Myrtle Sturm - notary fees	1	50	418	33
		To The Laurel Building Association				
		Mortgage claim in full	8,131	16		
		Interest on principal balance of $8,000.00 from 6/30/63 to 10/5/63 - 97 days @ 6%	120	88	8,252	04
		($127.68)			9,114	04

BOOK 149 PAGE 126

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
PAUL C. LAWSON AND
SHIRLEY ANN LAWSON, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,621 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 23 PM 1:29

BOOK 149 PAGE 127

No. 15,621 Equity

Form No. 1—County Fee

BOOK 1494 PAGE 164

This Mortgage, made this 26th day of July ,

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

PAUL C. LAWSON and SHIRLEY ANN LAWSON, 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

Paul C. Lawson and Shirley Ann Lawson, his wife

the sum of Eleven Thousand Five Hundred and No/100 ($11,500.00) - - - - - - 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 5-3/4% per annum, in the manner following:

By the payment of Eighty and 74/100 ($80.74) - - - - - - - -

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 Paul C. Lawson and Shirley Ann Lawson, his wife,

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

lying and being in the Second election district of Anne Arundel County, State of Maryland, and described as follows: Being Lot C as shown on a plat recorded among the Plat Records of Anne Arundel County in Liber GTC 1433, folio 21.

BEING the same property conveyed to the within named Mortgagors, Paul C. Lawson and Shirley Ann Lawson, his wife, by deed from Herman R. Groves and Mary C. Groves, his wife, dated August 10, 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC 1414, folio 109.

RECORDATION TAX ACT OF 1947 $22.00

RECORDATION TAX ACT OF 1947 $2.20 $2.20

RECORDATION TAX ACT OF 1947 $1.10 $1.10

1961 JUL 27

FILED

1963 MAY 23 PM 1:30

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

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

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

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

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

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

And the said mortgagor(s) **Paul C. Lawson and Shirley Ann Lawson, 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 5-3/4% 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:

Samuel M. Ivrey; as to both

Paul C. Lawson (SEAL)

(SEAL)

Shirley Ann Lawson (SEAL)

(SEAL)

4

5

BOOK 149 PAGE 130

State of Maryland, Anne Arundel County, to wit: BOOK 1494 PAGE 167

I HEREBY CERTIFY, that on this 26th day of July in the year one thousand nine hundred and sixty one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Paul C. Lawson and Shirley Ann Lawson, 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

Samuel M. Ivrey Notary Public.

My commission expires on May 6, 1963

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL COUNTY MD.

Rec'd for record July 27, 1961 at 2:55 P.M.
Mailed to Samuel M. Ivrey

Mortgage

FROM

PAUL C. LAWSON and

SHIRLEY ANN LAWSON, his wife

TO

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

Lot C, Second Election District, Anne Arundel County, Maryland

Property

Received for record 19 at o'clock M.

Same day recorded in Liber No. folio & one of the Land Records of Anne Arundel County and examined per Clerk.

Cost of Record $ 16.00

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

S S 25.30

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
PAUL C. LAWSON AND	*	FOR
SHIRLEY ANN LAWSON, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. 15,626 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 22ND DAY OF MAY, 1963.

Barbara S. Santos

BARBARA S. SANTOS, NOTARY PUBLIC

BARBARA S. SANTOS NOTARY PUBLIC

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1963 MAY 23 PM 1:30

6

BOOK 149 PAGE 132

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PAUL C. LAWSON AND SHIRLEY ANN LAWSON, HIS WIFE

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 15,621 EQUITY

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

STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE CLAIM OF ANNAPOLIS FEOERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND (FORMERLY ENTERPRISE FEDERAL SAVINGS ANO LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND), UNDER MORTGAGE TO THE SAID ASSOCIATION FROM PAUL C. LAWSON AND SHIRLEY ANN LAWSON, HIS WIFE, SAID MORTGAGE DATED JULY 26, 1961, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNOEL COUNTY IN LIBER GTC 1494, FOLIO 164; SAIO MORTGAGE BEING IN OEFAULT.

BALANCE DUE ON PRINCIPAL TO MAY 31, 1963	$11,541.10
INTEREST TO JUNE 21, 1963	38.72
TOTAL	$11,579.82

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 22ND DAY OF MAY, 1963, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEAREO R. GAROINER CHANEY, PRESIOENT OF THE ANNAPOLIS FEOERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLANO, AND MADE OATH IN DUE FORM OF LAW THAT THE AFOREGOING IS A TRUE STATEMENT OF THE AMOUNT REMAINING OUE 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 23 PM 1:30

7

GLOBE INDEMNITY COMPANY

A New York Corporation

New York, N. Y. BOOK 149 PAGE 133

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

BOOK 12 PAGE 99

Bond No. 421593

Equity #15,621

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 Thirteen Thousand and 00/100 Dollars ($13,000.00) - - - - - - 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 20th day of June 19 63 .

WHEREAS by virtue of a power of sale contained in a Mortgage from Paul C. Lawson and Shirley Ann Lawson - - - - - - - - - - bearing date on or about the 26th day of July , 19 61 , 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 21st day of June, 1963

WITNESS: Lewis N. Phipps, Clerk

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

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 21 PM 3:30

ROBERT H. CAMPBELL - - - - Auctioneer

BOOK 149 PAGE 134

ATTORNEY'S SALE

—OF VALUABLE—

Improved Real Estate

GAMBRILLS
SECOND ELECTION DISTRICT
ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from PAUL C. LAWSON and SHIRLEY ANN LAWSON, his wife, said mortgage dated July 26, 1961, and recorded among the LAND Records of Anne Arundel County in Liber GTC 1494, folio 164, 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

FRIDAY, JUNE 21, 1963

AT 11:00 O'CLOCK A.M.

ALL that lot of ground situate in the Second Election District of Anne Arundel County, State of Maryland, and described as follows: Being Lot C as shown on a plat recorded among the Plat Records of Anne Arundel County in Liber GTC 1433, folio 21.

BEING The same property conveyed to the within named Mortgagors, Paul C. Lawson and Shirley Ann Lawson, his wife, by deed from Herman R. Groves and Mary C. Groves, his wife, dated August 10, 1960, and Recorded among the Land Records of Anne Arundel County in Liber GTC 1414, folio 109.

THE SAID PROPERTY being improved by a wood siding dwelling containing six rooms, two and one-half baths and full basement with oil hot air heat.

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

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

FILED
1963 JUN 25 PM 3:12

10

BOOK 149 PAGE 135

AGREEMENT
AND
AFFADAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

I HEREBY CERTIFY THAT ON THIS 21ST 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 OF ANNAPOLIS, MARYLAND, 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 $7,500.00, A DEPOSIT OF $ 750.00, 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 THERE ARE NO OTHER PERSONS WHO ARE INTERESTED AS PRINCIPALS.

3. THAT HE IS AN OFFICER ACTING FOR ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND.

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

WITNESS:

Samuel M. Ivrey
SAMUEL M. IVREY

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSN.

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

-K (SEAL)

Robert H. Campbell
ROBERT H. CAMPBELL, AUCTIONEER

Samuel M. Ivrey
SAMUEL M. IVREY, NOTARY PUBLIC

FILED

1963 JUN 25 PM 3:12

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
PAUL C. LAWSON AND	*	FOR
SHIRLEY ANN LAWSON, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. 15,621 EQUITY

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

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Samuel M. Ivrey, Attorney, filed in these proceedings authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage being in default, having given bond with surety which was duly approved and having given 20 days notice of time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the Courthouse Door, in the City of Annapolis, Maryland, on Friday, June 21, 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 that lot of ground situate in the Second Election District of Anne Arundel County, State of Maryland, and described as follows: Being Lot C as shown on a plat recorded among the Plat Records of Anne Arundel County in Liber GTC 1433, folio 21.

BEING the same property conveyed to the within named Mortgagors, Paul C. Lawson and Shirley Ann Lawson, his wife, by deed from Herman R. Groves and Mary C. Groves, his wife, dated August 10, 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC 1414, folio 109.

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 $7,500.00, it being at that price then and there, the highest bidder therefor.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1963 JUN 25 PM 3:12

//

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.

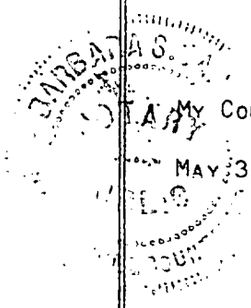
SAMUEL M. IVREY, ATTORNEY
NAMED IN THE MORTGAGE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 21ST 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



MY COMMISSION EXPIRES:

MAY 3, 1965

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

Attorney's Sale

Of Valuable Improved Real Estate

GAMBRILLS
SECOND ELECTION DISTRICT
ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from PAUL C. LAWSON and SHIRLEY ANN LAWSON, his wife, said mortgage dated July 26, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC 1494, folio 164, 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

Fri., June 21, 1963
at 11:00 o'clock A.M.

ALL that lot of ground situate in the Second Election District of Anne Arundel County, State of Maryland, and described as follows: Being Lot C as shown on a plat recorded among the Plat Records of Anne Arundel County in Liber GTC 1433, folio 21.

BEING The same property conveyed to the within named Mortgagors Paul C. Lawson and Shirley Ann Lawson, his wife, by deed from Herman R. Groves and Mary C. Groves, his wife, dated August 10, 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC 1414 folio 109.

THE SAID PROPERTY being improved by a wood siding dwelling containing six rooms, two and one-half baths and full basement with oil hot air heat.

TERMS OF SALE: A deposit of ten per cent (10 per cent) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of six per cent (6 per cent) per anuum 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 Gloucester Street
Annapolis, Maryland

ROBERT H. CAMPBELL
Auctioneer

Ju-20

13

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 138

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 24, 1963

We hereby certify, that the annexed

Attorney's Sale

Paul C. Lawson

No. 15,621

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 June, 1963. The first insertion being made the 28th day of May, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1963
JUN 25 PM 3:12

ORDER NISI

BOOK 149 PAGE 139

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PAUL C. LAWSON AND SHIRLEY ANN LAWSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,621 Equity

Ordered, this 14th day of August, 19 63, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd 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 23rd day of September next.

The report states that the amount of sale was $ 7,500.00

Louis N. Phipps Clerk.

True Copy,

Samuel M. Ivrey Atty.
(Final Order)

TEST: Clerk.
Maryland Gazette (Aug. 22nd Edition)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PAUL C. LAWSON AND SHIRLEY ANN LAWSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th 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. Bowie Duckett
JUDGE.

FILED

1963 SEP 24 PM 12:23

14

BOOK 149 PAGE 140

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,621 EQUITY

In the Matter of the Mortgaged Real Estate of PAUL C. LAWSON and SHIRLEY ANN LAWSON, his wife

Ordered, this 14th day of August, 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 23rd 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 23rd day of September next.

The report states that the amount of sale was $7,500.00

LOUIS N. PHIPPS, clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk
S-12

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 14, 1963

We hereby certify, that the annexed

Order Nisi

Eq. 15,621

Paul C. Lawson

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 September, 1963. The first insertion being made the 22nd day of August, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1963 SEP 16 PM 4:08

No. M. G. 7211

15

BOOK 149 PAGE 141

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

PAUL C. LAWSON and SHIRLEY ANN LAWSON, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,621 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 30 AM 10:03

All of which is respectfully submitted.

September 30, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 16th 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: [illegible], deputy

FILED

1963 OCT 16 PM 12:46

16

17

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PAUL C. LAWSON and SHIRLEY ANN LAWSON, his wife,

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

					Cr.	
1963						
June	21	Proceeds of Sale	7,500	00	7,500	00
					7,500	00
		To Attorney for fee, viz:	35	00		
		To Attorney for commissions, viz:	255	00	290	00
		To Attorney for Court costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court costs	28	00		
		Auditor - stating this account	22	50	60	50
		To Attorney for expenses, viz:				
		Capital Gazette Press - advertising sale	64	76		
		Capital Gazette Press - Order nisi, dale	15	00		
		Speer Publications - handbills	17	00		
		Globe Indemnity Company - bond premium	52	00		
		Robert H. Campbell - auctioneer's fee	45	00		
		One-half cost documentary stamps	12	38		
		Barbara S. Santos - notary fees	1	00	207	14
		To Annapolis Federal Savings & Loan Assn.				
		This balance on account of claim filed	6,942	36	6,942	36
					7,500	00
		Amount of Mortgage claim filed	11,579	82		
		Interest on principal balance of $11,541.10 from 6/21/63 to 10/16/63 - 117 days @5 3/4%	213	02		
			11,792	84		
		Cr. - amount allowed above	6,942	36		
		Balance subject to Decree in Personam	4,850	48		

E-116—1M—5-61.

PETITION FOR SALE OF PROPERTY

BOOK 149 PAGE 143

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland
Plaintiff

Vs.

NORWOOD T. STEADHAM and
VERA J. STEADHAM, his wife
752 Riverside Road-Anne Arundel County, Maryland
Defendants

Docket 20 Folio 430
Case No. 15,364 Equity
Filed

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY, IN EQUITY~~
ANNE ARUNDEL COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s:

That on the 21st day of October A.D. 1952 the defendant s Executed and delivered to Provident Savings Bank of Baltimore, a body corporate of the State of Maryland,
a mortgage upon certain leasehold property in Baltimore County, therein described, to secure the payment of the mortgage debt of $ 8150.00 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 and default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

AND WHEREAS, a default has occurred in the payment of principal and interest, as provided in said mortgage.

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

And as in duty, &c.

John J. Neubauer, Attorney for Plaintiff

~~Attorney for Plaintiff~~

FILED
1952 JAN -4 AM 11:07

BOOK 149 PAGE 144
LIBER 716 PAGE 207

VA Form 4-6318 (Home Loan). April 1951. Use optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

MARYLAND

No. 15,364 Equity

MORTGAGE

PURCHASE MONEY

THIS MORTGAGE, made this 21st day of October, A. D. 1952, by and between NORWOOD T. STEADHAM and VERA J. STEADHAM, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and PROVIDENT SAVINGS BANK OF BALTIMORE,

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

WHEREAS, the Mortgagor ~~being a member of the Mortgagee~~* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the prineipal sum of eighty-one hundred and fifty Dollars ($ 8150.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four per centum (4 %) per annum until paid, principal and interest being payable at the offiee of Provident Savings Bank of Baltimore, 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 forty-three and 03/100 Dollars ($ 43.03), eommencing on the first day of December, 1952, and continuing on the first day of each month thereafter until the prineipal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October, 19 77. 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), whiehever 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 preeedent 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 premiscs 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 sueeessors and assigns, all the following deseribed property in Anne Arundel County, in the State of Maryland, to wit:

BEGINNING for the same thereof on the northwest side of Riverside Road, 50 feet wide, at the distance of 292.50 feet north 46 degrees 51 minutes east from a point where said side of Riverside Road intersects the last line of a parcel of land described in a deed from C. Braddock Jones and wife to The County Commissioners of Anne Arundel County dated February 27, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 559, folio 115, etc., and at a point in line with the center of a partition wall between the house on the lot being described and that adjoining on the southwest; thence, binding on the northwest side of Riverside Road, north 46 degrees 51 minutes east 36.50 feet; thence, by a line curving towards the north with a radius of 162.76 feet, for a distance of 6.50 feet; thence north 58 degrees 35 minutes west, leaving said Road, 129.54 feet to the southeast side of an alley 16 feet wide; thence south 46 degrees 51 minutes west, binding on said alley, with the use thereof in common, 8.50 feet to a point in line with the center of the wall above mentioned; and thence south 43 degrees 09 minutes east, to and through the center of said wall to the end thereof, and continuing the same course, in all, 125 feet to the place of beginning. The improvements thereon being known as No. 752 Riverside Road.

BEING the same lot or parcel of ground which was granted and conveyed by The Belle Grove Corporation, unto the mortgagors, by Deed of Assignment, dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

PROVIDENT SAVINGS BANK OF BALTIMORE
Plaintiff
vs.
NORWOOD T. STEADHAM and
VERA J. STEADHAM, his wife
Defendants

:: IN THE CIRCUIT COURT FOR
:: ANNE ARUNDEL COUNTY
:: IN EQUITY

PETITIONER'S EXHIBIT #1

FILED
JAN 4 AM 11

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

16—49890-4

3

BOOK 149 PAGE 145
LIBER 716 PAGE 208

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenanees thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above deseribed property, (provided, however, that the Mortgagor shall be entitled to eolleet and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attaehed to or used in eonneetion with the premises herein deseribed and in addition thereto the following deseribed household appliances, whieh are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the seeurity for the indebtedness herein mentioned: 24" Gas Range

TO HAVE AND TO HOLD the above deseribed property and improvements unto the said Mortgagee, its sueeessors and assigns, subject to the payment of the annual rent of ninety ($90.00) dollars, payable half-yearly on the 21st days of March and September, in each and every year.

PROVIDED, That this conveyanee shall be null and void upon the performance of all eonditions and stipulations mentioned herein and upon the full payment of the principal debt seeured hereby, and the interest thereon, and all moneys advaneed or expended, and all other proper eosts, charges, eommissions and expenses as herein provided. When this mortgage shall have been fully paid off in aeeordanee 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 eovenants of this mortgage, then the Mortgagee may exereise the option of treating the remainder of the mortgage debt hereby seeured due and payable. Failure to exereise this option shall not eonstitute a waiver of the right to exereise it in the event of any subsequent default.

16—49890-3

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

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

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

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

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

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

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

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

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty(30) days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or John J. Neubauer , its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

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LIBER 716 PAGE 210

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 eighty-one 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.

Norwood T. Steadham [SEAL]

Witness:

Alfred L. Brennan
Alfred L. Brennan

Norwood T. Steadham [SEAL]

Vera J. Steadham
Vera J. Steadham [SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 21st day of October, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city of Balto. aforesaid, personally appeared Norwood T. Steadham and Vera J. Steadham, his wife, the above named Mortgagors, and each acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared John J. Neubauer 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.

Alfred L. Brennan
Alfred L. Brennan *Notary Public.*

1 Rcpt 3961

Recorded: October 31, 1952 at 9.50 A.M. "OP."

ALFRED L. BRENNAN NOTARY PUBLIC BALTIMORE

STATE OF MARYLAND

Mortgage

FROM

NORWOOD T. STEADHAM and
VERA J. STEADHAM, his wife

TO

PROVIDENT SAVINGS BANK
OF BALTIMORE

Received for Record Oct 31 1952 at 9-50 o'clock A.M.
Same day recorded in Liber 716 Folio 207 &c.,
one of the Land Records of ____
I examined per ____ Clerk.
Cost of Record, $ 1.00

U. S. GOVERNMENT PRINTING OFFICE 10—16290

No. 30893

PROVED

ADDITION AND

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland
Plaintiff

VS.

NORWOOD T. STEADHAM and
VERA J.STEADHAM, his wife
752 Riverside Road, Anne Arundel County,
Maryland.
Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY, IN EQUITY

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

NON-MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY, that on the 3rd. day of January, 19.63., before me. the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~COUNTY~~ (City) personally appeared JOHN J. NEUBAUER

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.

Harry J. Ward
Notary Public

HARRY J. WARD NOTARY PUBLIC BALTIMORE, MD.

John J. Neubauer - Affiant

FILED
1963 JAN -4 AM 11:07

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E-118—1 M—10-61.

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland
Plaintiff

VS.

NORWOOD T. STEADHAM and
VERA J. STEADHAM, his wife
752 Riverside Road
Anne Arundel County, Maryland
Defendants

IN THE

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

IN EQUITY

No. 15364 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Provident Savings Bank of Baltimore, a body corporate of the State of Maryland, - - - - - - - - - - - - - - - -

under the mortgage from Norwood T. Steadham and Vera J. Steadham, his wife,

to Provident Savings Bank of Baltimore - - - - - - - - - - - - - - - - -

dated the 21st day of October, 1952, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber JHH No. 716 Folio 207.

Principal amount of mortgage loan	$ 8,150.00
Less payments made on account	2,331.12
Balance on principal	$ 5,818.88
LESS:	
Credit in expense account	100.12
Net balance on account of principal	$ 5,718.76
Interest to January 15, 1963	106.56
Balance due on principal and interest	$ 5,825.32

Daily interest is $ .65

PROVIDENT SAVINGS BANK OF BALTIMORE

BY: Gerard W. Kirby
Gerard W. Kirby - Senior Vice-President

STATE OF MARYLAND, ~~CITY~~ COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 26th day of December in the year nineteen hundred and sixty-two, before me, the subscriber a Notary Public of Baltimore ~~of~~ the State of Maryland, in and for ~~said County~~ ~~of Baltimore~~, personally appeared GERARD W. KIRBY, Senior Vice-President of PROVIDENT SAVINGS BANK OF BALTIMORE - - - - - - - - - - - - - - - - -

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

AS WITNESS my hand and notarial seal.

Walter B. Redgrave
Notary Public

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1963 JAN -4 AM 11:07

7

E-117—1M—5-61.

BOOK 149 PAGE 150

Anne Arundel County

Decree in Circuit Court for ~~Baltimore County~~.

DOCKET _____ FOLIO _____

CASE NO. 15364 Equity

FILED 1/1/

PROVIDENT SAVINGS BANK OF BALTIMORE
Howard and Saratoga Streets
Baltimore 1, Maryland
Plaintiff

Vs.

NORWOOD T. STEADHAM and
VERA J. STEADHAM, his wife
752 Riverside Road-Anne Arundel County, Maryland
Defendants

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY, IN EQUITY

TERM, 19____

DECREE FOR SALE OF MORTGAGED PREMISES

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

It Is Thereupon, this 4th day of January in the year nineteen hundred and sixty-three by the Circuit Court of ~~Baltimore~~ Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that John J. Neubauer and John J. Neubauer, Jr. be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $6,000.00 ~~XX~~ Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by and further Decree or Order in the premises: they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily or weekly newspaper or newspapers published in ~~Baltimore County~~ Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which shall be ~~one third cash~~ all cash, and the unpaid balance of the sale price to bear interest from ~~the balance in six and twelve months or all cash as the purchaser may elect, the credit payment to~~ the day of sale and be paid upon ratification of sale; ~~bear interest from the day of sale, and to be secured by the note or notes of the purchaser or pur~~ ~~and as soon as may be convenient after~~ any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said ~~Trustee~~ Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse
JUDGE

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1963 JAN -4 PM 3:54

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Judicial 10—MARYLAND—TRUSTEE TO SELL ⊙

LIBER 11 PAGE 536

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND BOOK 149 PAGE 151

No. 15,364 Equity

Provident Savings Bank of Baltimore

versus

Norwood T. Steadham and Vera J. Steadham, his wife

BOND OF TRUSTEE TO SELL

Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer, Sr. and John J. Neubauer, Jr., Keyser Building, Baltimore 2, Maryland as Principals, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand and 00/100 - Dollars ($ 6,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 8th day of January in the year of our Lord one thousand, nine hundred and sixty-three

WHEREAS THE ABOVE BOUNDEN John J. Neubauer, Sr. and John J. Neubauer, Jr.

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County have been appointed trustees to sell Real Estate mentioned in the proceedings in the case of

Provident Savings Bank of Baltimore

versus

Norwood T. Steadham & Vera J. Steadham, his wife

now pending in said Court.

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

John J. Neubauer, Sr. and John J. Neubauer, Jr.

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

Marie C. Sigwart
Marie C. Sigwart

John J. Neubauer, Sr. (SEAL)
John J. Neubauer, Sr.

John J. Neubauer, Jr. (SEAL)
John J. Neubauer, Jr.

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth
Robert J. Noeth
Attorney in fact.

Earl A. Schlemmer
Witness as to Surety

Bond approved this 15th day of January, 1963

Laura N. Phipps, Clerk
per ag - Deputy

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1963 JAN 15 AM 9:19

9

JOHN J. NEUBAUER, Solicitor
Keyser Buil[illegible]
Baltimore 2, Ma[illegible]and

Trustee's Sale

Of Valuable Leasehold Dwelling Property

Known as No. 752 Riverside Road, Brooklyn Park in the Fifth Election District of Anne Arundel County

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, in a case entitled "Provident Savings Bank of Baltimore vs. Norwood T. Steadham and Vera J. Steadham, his wife", the undersigned Trustees will sell at Public Auction on the premises the leasehold property above described on

Wed., Feb. 6, 1963 at 4:00 o'clock P.M.

ALL that lot or parcel of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same on the northwest side of Riverside Road, 50 feet wide, at the distance of 292.50 feet north 46 degrees 51 minutes east from a point where said side of Riverside Road intersects the last line of a parcel of land described in a deed from C. Braddock Jones and wife to The County Commissioners of Anne Arundel County, dated February 27, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 559, folio 115, etc., and at a point in line with the center of a partition wall between the house on the lot being described and that adjoining on the southwest: thence, binding on the northwest side of Riverside Road, north 46 degrees 51 minutes east 36.50 feet; thence, by a line curving towards the north with a radius of 162.76 feet, for a distance of 6.50 feet: thence north 58 de-

No. 10

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 152

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1963

We hereby certify, that the annexed

Trustee's Sale

Norwood T. Steadman

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1963 FEB -6 PM 3:37

By [illegible]

grees 35 minutes west leaving said Road, 129.54 feet to the south east side of an alley 16 feet wide; thence south 46 degrees 51 minutes west binding on said alley, with the use thereof in common, 8.50 feet to a point in line with the center of the wall above mentioned; and thence south 43 degrees 09 minutes east, to and through the center of said wall to the end thereof, and continuing the same course, in all, 125 feet to the place of beginning.

The improvements thereon being known as No. 752 Riverside Road. The property is subject to the payment of an annual ground rent of $90.00, payable in equal half-yearly installments on the 21st days of March and September, in each and every year.

The improvements consist of a two-story brick dwelling, containing six rooms and one bath and extra flush toilet in the basement, full basement (semi-club) and forced warm air- gas fired heat.

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

Taxes, Anne Arundel County sanitary charges and other municipal liens and charges are to be adjusted to the date of sale.

A deposit of $500.00 in cash to be required at the time of sale and the balance of the purchase price to bear interest from the date of sale to date of settlement and said balance to be paid in cash immediately upon ratification of sale by the Circuit Court for Anne Arundel County.

JOHN J. NEUBAUER, AND
JOHN J. NEUBAUER, JR.
Trustees, Keyser Building,
Baltimore 2, Maryland
LE 9-3212

E. T. NEWELL & CO. INC.
120 W. North Avenue, Balto. 1, Md
Auctioneers

J-31

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 6th day of Feb., 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared James F. Miller Edna A. Miller, purchaser at the foreclosure sale in this cause, and made oath in due form of law (that he/~~is~~ ARE the purchasers and purchased the same as principals and not as agent for anyone) (~~that he is the agent for the purchaser~~, _____,) and that he/~~has~~ HAVE not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

James F. Miller (SEAL)
Purchaser

Edna A. Miller
Notary Public

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1963 FEB 13 AM 10:52

E-123--1 M—10-28-60.

REPORT OF SALE

PROVIDENT SAVINGS BANK OF BALTIMORE

VS.

NORWOOD T. STEADHAM & VERA J. STEADHAM, his wife.

—IN THE—

CIRCUIT COURT

—FOR—
ANNE ARUNDEL COUNTY
~~BALTIMORE COUNTY~~
Equity Case #15364

BOOK 149 PAGE 155

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

The Report of Sale of John J. Neubauer and John J. Neubauer, Jr., Trustees appointed by the decree in the above entitled cause to make sale of leasehold property No. 752 Riverside Road

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

newspaper, published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustees one of did pursuant to said notice on Wednesday the 6th day of February, 1963, at 4:00 o'clock, P.M., attend on the premises and then and there sold the leasehold property No. 752 Riverside Road, subject to the payment of an annual ground rent of $90.00, to James F. Miller and Eileen S. Miller, his wife, whose post office address is 439 Fifth Avenue, Baltimore 25, Maryland, at and for the price of Seventy-two Hundred and 00/100 Dollars ($7,200.00); they being the highest bidder therefore.

John J. Neubauer Trustee

John J. Neubauer, Jr. Trustee.

FILED 1963 FEB 13 AM 10:52

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

I Hereby Certify, that on this 7th day of February, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~County~~ City of Baltimore aforesaid, personally appeared John J. Neubauer and John J. Neubauer, Jr., Trustees and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

JOSEPH L. BARRETT NOTARY PUBLIC BALTIMORE MD

Joseph L. Barrett
Notary Public

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ORDER NISI

PROVIDENT SAVINGS BANK OF BALTIMORE

versus

NORWOOD T. STEADHAM &

VERA J. STEADHAM, HIS WIFE

BOOK 149 PAGE 156

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,364 Equity

Ordered, this 13th day of February, 19 63, That the sale of the property in these proceedings mentioned made and reported by John J. Neubauer and John J. Neubauer, Jr., Trustees

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

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

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

John J. Neubauer, Atty. FOR: MARYLAND GAZETTE Feb. 21st Edition
(Final Order)

PROVIDENT SAVINGS BANK OF BALTIMORE

versus

NORWOOD T. STEADHAM &

VERA J. STEADHAM, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th day of March, 19 63 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 MAR 28 AM 10:15

13

Judicial 10—MARYLAND—TRUSTEE TO S[illegible]

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
STATE OF MARYLAND

BOOK 149 PAGE 157

LIBER 11 PAGE 563

Provident Savings Bank of Baltimore

versus

Norwood T. Steadham and Vera J. Steadham, his wife

Additional
BOND OF TRUSTEE TO SELL
Real Estate

No. 15,364 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer, Sr. and John J. Neubauer, Jr., Keyser Building, Baltimore 2, Maryland as Principals, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Five Hundred and 00/100 - - - - - - - - - - - - - - - - - - Dollars ($ 1,500.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 19th day of February in the year of our Lord one thousand, nine hundred and sixty-three.

WHEREAS THE ABOVE BOUNDEN John J. Neubauer, Sr. and John J. Neubauer, Jr.

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County have been appointed trustees to sell Real Estate mentioned in the proceedings in the case of

Provident Savings Bank of Baltimore

versus

Norwood T. Steadham and Vera J. Steadham

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden John J. Neubauer, Sr. and John J. Neubauer, Jr.

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

Marie C. Sigwart
Marie C. Sigwart

John J. Neubauer, Sr. (SEAL)

John J. Neubauer, Jr. (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Carol A. Schleupner
Witness as to Surety

By Robert J. Noeth
Robert J. Noeth
Attorney in fact

FILED

1963 FEB 21 AM 9:44

14

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 15,364 Equity

PROVIDENT SAVINGS BANK OF BALTIMORE

versus

NORWOOD T. STEADHAM and VERA J. STEADHAM, his wife

Ordered, this 13th day of February, 1963, That the sale of the property in these proceedings mentioned, made and reported by John J. Neubauer and John J. Neubauer, Jr., Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown or, or before the 26th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of March next.

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

LOUIS N. PHIPPS
Clerk.

True Copy, TEST:
LOUIS N. PHIPPS
Clerk.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 158

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 18, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,364

Norwood T. Steadham

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of March, 1963. The first insertion being made the 21st day of February, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1963 MAR 19 PM 2:24

No. M. G. 3-4-63

15

BOOK 149 PAGE 159

In the Case of

PROVIDENT SAVINGS BANK OF BALTIMORE

VS.

NORWOOD T. STEADHAM and VERA J. STEADHAM, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 15,364 Equity

To the Honorable, the Judges of said Court:

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

FILED
1963 APR 18 PM 3:14

All of which is respectfully submitted.

April 18, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 23 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 M. Rupp

Clerk

Per: [signature], deputy

FILED
1963 OCT 23 PM 4:00

16

Dr. PROVIDENT SAVINGS BANK OF BALTIMORE vs. NORWOOD T. STEADHAM and VERA J. STEADHAM, his wife

In Acct. with JOHN H. NEUBAUER and JOHN J. NEUBAUER, JR., Trustees

					Cr.	
1963						
Feb.	6	Proceeds of Sale	7,200	00		
		Interest on deferred balance of $6,700.00				
		from 2/6/63 to 4/13/63	74	82	7,274	82
					7,274	82
		To Trustees for fee, viz:	81	00		
		To Trustees for commissions, viz:	248	24	329	24
		To Trustees for Court Costs, viz:				
		Plaintiffs Solicitors appearance fee	10	00		
		Clerk of Court - Court Costs	31	00		
		Auditor - stating this account	25	00	66	00
		To Trustees for expenses, viz:				
		Capital Gazette Press - advertising sale	105	00		
		Capital Gazette Press - Order nisi, sale	15	00		
		U.S.Fidelity & Guaranty Co.-bond premium	30	00		
		The Baltimore Sun - advertising sale	17	65		
		E.T.Newell & Co. - auctioneer fee	240	00		
		Em-Cee Contracting Co.-new lock on door	5	50		
		Federal Lien Reports	3	00		
		1963 County & State taxes adj.1/1/63 to 2/6/63	14	99		
		A,A.Co. Sanitary Comm. charges to 2/6/63	1	82		
		Water Rent - special reading - 1/23/63	14	20		
		Ground Rent-adj.(90.00) 9/21/62 to 2/6/63	33	75		
		One-half cost documentary stamps	12	38		
		Miscellaneous notary fees	1	00	494	29

		To Provident Savings Bank of Baltimore	5,825	32		
		in full for claim filed				
		Interest on principal balance of $5,718.76				
		from 1/15/63 to 5/4/63-109 days @ $0.65	70	85	5,896	17
		To Norwood T. Steadham and Vera J.Steadham,				
		his wife, this surplus	489	12	489	12
					7,274	82

THERESA U. JOHNS Box 351 Quarterfield Road Severn, Maryland	:	IN THE
MARY BERRY 3112 Moravia Avenue Baltimore 14, Maryland	:	No. 15,405 Equity
JAMES A. GOEDEKE Quarterfield Road Severn, Maryland	:	CIRCUIT COURT
ELIZABETH MERSON Thompson Avenue Severn, Maryland	:	
LOUISE MASON Thompson Avenue Severn, Maryland	:	FOR
LOUIS GOEDEKE Stevenson Road Severn, Maryland	:	
JOHN GOEDEKE Telegraph Road Severn, Maryland	:	ANNE ARUNDEL COUNTY
ROSE CANNON 1748 Burnham Road Baltimore 22, Maryland	:	
v.	:	In Equity
THERESA ROSE KEEN, an infant C/o Ray Keen, her father Quarterfield Road Severn, Maryland	:	

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

BILL OF COMPLAINT FOR PARTITION AND SALE OF REAL ESTATE

FILED 1963 JAN 31 AM 9:56

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Theresa U. Johns, Mary Berry, James A. Goedeke, Elizabeth Merson, Louise Mason, Louis Goedeke, John Goedeke and Rose Cannon, the Complainants herein, by Edward J. Thompson and Walter C. Herlihy, their Solicitors, respectfully represent:

1. That William J. Goedeke and Ursula B. Goedeke, his wife, during their lifetime were the owners of a tract of land, in fee simple, situate in the Fourth Election

District of Anne Arundel County, in the State of Maryland. That the said William J. Goedeke and Ursula B. Goedeke, his wife, acquired title as tenants by the entireties to said tract of land by a Deed dated October 8, 1923, and recorded on October 13, 1923, among the Land Records of Anne Arundel County in Liber WNW No. 61, Folio 459.

2. That Ursula B. Goedeke died on or about the 26th day of May, 1947, thereby vesting fee simple title solely and absolutely in William J. Goedeke. That said Deed is filed herewith, marked Complainants' Exhibit No. 1 and prayed to be taken as a part hereof.

3. That the said William J. Goedeke caused the tract of land to be surveyed and subdivided by a registered Engineer who prepared a plat of said subdivision. The said plat was recorded among the Plat Records of Anne Arundel County in Plat Book No. 22, Folio 15. That a photostat of said plat is filed herewith, marked Complainants' Exhibit No. 2 and prayed to be taken as a part hereof. That as will appear from Complainants' Exhibit No. 2 the said tract of land was subdivided into sixteen parcels.

4. That the said William J. Goedeke by various mesne conveyances during his lifetime and after the death of his wife, Ursula B. Goedeke, transferred certain lots of said tract of land to some of his said children.

5. That Lots 1 and 2 were conveyed by William J. Goedeke to his son, James A. Goedeke. That Lot 4 was conveyed by William J. Goedeke to his daughter, Theresa U. Johns. That Lot 5 was conveyed by William J. Goedeke to his daughter, Rose Cannon. That Lot 9 was conveyed by William J. Goedeke to his son, John Goedeke. That Lot 10 was conveyed by William J. Goedeke to his son, Louis Goedeke. That Lot A was conveyed by William J. Goedeke to his daughter, Eleanor Keen, and her husband, Ray Keen. All of these conveyances were duly recorded among the Land Records of Anne Arundel County.

6. That William J. Goedeke departed this life a resident of Anne Arundel County on or about the 6th day of January, 1962.

7. That the Complainants herein are the only children of William J. Goedeke living at the time of his death. That the Defendant herein is the only child of Ray Keen and Eleanor Goedeke Keen. That the said Eleanor Goedeke Keen was a daughter of William J. Goedeke, the decedent, who predeceased him. That the said William J. Goedeke did not leave a widow surviving him or any other children or any other child or children of a deceased child.

8. That Letters Testamentary on the Estate of William J. Goedeke were issued by the Orphans' Court for Anne Arundel County on April 24, 1962 and that Theresa U. Johns was appointed as Executrix under said Will and duly qualified as such in the Orphans' Court for Anne Arundel County by filing her requisite bond. That in due course notice to creditors was issued and an appraisal made of the property by two Court appointed appraisers.

9. That by the terms and provisions of the second paragraph of said Last Will and Testament of the decedent Lot No. Seven (7) was devised to Theresa U. Johns, she being the person with whom the decedent was living in the period immediately preceding the death of William J. Goedeke.

10. That the Testator in paragraph Third of said Will devised and bequeathed all of the rest and residue of his property, real, personal and mixed to his children equally share and share alike.

11. That all of the parties hereto have undivided interests in said realty but the said fee simple property is not susceptible of division in kind without material loss or injury to the parties entitled thereto. Further one of the parties entitled is an infant child, namely,

3

Theresa Rose Keen, the Defendant herein, she being an infant of fifteen years.

12. That it is in the best interest of the parties hereto and particularly with respect to the interest of the said infant Defendant that the said fee simple property be sold and the proceeds derived therefrom be divided among the parties in interest in the same proportion as their respective undivided interests now appear in and to said fee simple property. That the parties Complainant and the infant party Respondent are the only persons who have any interest in and to said fee simple property.

WHEREFORE, your Complainants pray:

(a) That a Decree may be passed by this Court directing that the fee simple property referred to herein be sold at either public or private sale and that a Trustee be appointed for the purpose of making such sale.

(b) That the proceeds arising from such sale be distributed among the parties hereto according to their respective interests under the jurisdiction of this Court after the deduction of all proper expenses, Court costs, commissions, inheritance taxes and other proper charges.

(c) That your Complainants may have such other and further relief as the nature of their cause may require.

AND, AS IN DUTY BOUND, ETC.

Theresa U. Johns
Theresa U. Johns

Christine Mary Berry
Mary Berry

James A. Goedeke
James A. Goedeke

4

Elizabeth Merson
Elizabeth Merson

Louise Mason
Louise Mason

Louis J. Goedeke
Louis Goedeke

John Goedeke
John Goedeke

Rose Cannon
Rose Cannon

Edward J Thompson
Edward J Thompson
1515 Washington Boulevard
Baltimore 30, Maryland
SA. 7-2538

Walter C. Herlihy
Walter C. Herlihy
300 Equitable Building
Baltimore 2, Maryland
SA. 7-5930

Solicitors for Complainants

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 26th day of January, 1963, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Theresa U. Johns, James A. Goedeke, Elizabeth Merson, Louise Mason, Louis Goedeke and John Goedeke, and they made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint for Partition and Sale of Real Estate are true to the best of their knowledge and belief.

As witness my hand and Notarial seal.

Edward J. Thompson
Notary Public

STATE OF MARYLAND, ~~CITY OF~~ ANNE ARUNDEL CO. ~~BALTIMORE~~, to wit:

I hereby certify that on this 26th day of January, 1963, before me, the subscriber, a Notary Public in and for the State and City aforesaid, personally appeared Mary Berry and Rose Cannon, and they made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint for Partition and Sale of Real Estate are true to the best of their knowledge and belief.

As witness my hand and Notarial seal.

Edward J. Thompson
Notary Public

6

BOOK 149 PAGE 168

FEE-SIMPLE DEED—Code—City or County.

This Deed, Made this eighth day of October

in the year one thousand nine hundred and twenty- three , by and between

Dennis McAuliffe and Anna McAuliffe his wife

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

William J. Goedeke and Ursula B. Goedeke, his wife,

also of Anne Arundel County, State of Maryland,

of the second part.

Witnesseth, that in consideration of the sum of five dollars and other good and valuable consideration, receipt whereof is hereby acknowledged, ~~Dollars~~

the said Dennis McAuliffe and Anna McAuliffe, his wife

do grant and convey unto the said William J. Goedeke and Ursula B. Goedeke, his wife

their heirs and assigns, in fee-simple, all those two

lots of ground, situate, lying and being in

Anne Arundel County , aforesaid, and described as follows, that is to say:—

Beginning for the first thereof at a stone now planted or intended to be planted in the south twenty-one degrees west two hundred and fifty-nine perches line of ~~it~~ the deed from the Curtis Creek Mining, Furnace and Manufacturing Company to Isaac S. Jones, dated March seventh eighteen hundred and sixty-six and recorded among the Land Records of Anne Arundel County in Liber G.E.G.#2 folio 511 said beginning being thirty-five and two-fifths perches northeasterly from the end of said two hundred and fifty-nine perches line and running thence north thirty-two and one-quarter degrees west seventy-four and three-fifths perches to the middle of the County Road leading through the Quarter Filed to Baltimore by way of Joshua C. Stewart's, thence running and bounding on the middle of said road north fifty-seven and three quarter degrees east thirty perches, thence leaving said roadand running parallel with said first line souththirty-two and one quarter degrees east fifty-four perches to intersect the aforesaid two hundred and fifty-nine perches line and thence bounding on said line south twenty-two and three-quarter degrees west thirty-six and two-fifths perches to the place of beginning. Containing twelve acres of land more or less.

with present magnetic bearing

FILED 1963 JAN 31 AM 9:56

9

Beginning for the second thereof at a stone now planted in the south two hundred and fifty-nine perches line of land conveyed by the Curtis Creek Mining Company to Isaac S. Jones dated March 7th, 1866 and recorded G.E.G. #2 folio 511 and at the beginning of the land conveyed by said Company to Emory G. Harn and wife December 22nd, 1897 recorded G.W. #8 folio 330 and running thence with said south twenty-two degrees west two hundred and fifty-nine perches line with allowance for variation south twenty-two and three quarter degrees west three hundred and fifty-eight feet thence running north thirty-two and one-quarter degrees west fourteen hundred and thirty-three feet thence on the centre of the County Road leading from Odenton to Glenburnie at a point in the south fifty seven and one-~~quarter~~ half degrees west four hundred and forty feet line of the land conveyed by said Curtis Creek Mining Company to William H. Wade by deed dated October 16th, 1902 and recorded in G.W. #28 folio 98, thence with the middle of said road with said line reversed north fifty-seven and one-half degrees east two hundred and ninety-five feet to end of the first line of the land conveyed to said Emory G. Harn, and thence with said line reversed south thirty-two and one-quarter degrees east twelve hundred and thirty-one feet to the place of beginning.

Excepting therefrom, however, the two acres conveyed by Charles Kriewald and wife to James F. Wipfield and wife by deed dated August 20th, 1921 and recorded W.N.W. 34 folio 407.

Being the same two lots which by deed dated March 8th, 1922 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No 50 folio 318 were granted and conveyed by said Charles Kriewald and wife to the said grantors.

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

To Have and To Hold the said lot 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

William J. Goedeke and Ursula B. Goedeke, his wife

their heirs and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted; and that they will execute such further assurances of the same as may be requisite.

Witness the hands and seals of said grantors.

Test:

Hilda C. Levy

Dennis McAuliffe (Seal)

Anna McAuliffe (Seal)

Examiner's Exh. #1
John vs. Keen,
#15,405 Equity
Malcolm [illegible]
Examiner

10

11

BOOK 149 PAGE 171

State of Maryland, City of Baltimore, , to wit:

I HEREBY CERTIFY, That on this eighth day of October in the year one thousand nine hundred and twenty-three before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Dennis McAuliffe and Anna McAuliffe his wife

the above named grantors, and they acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial seal.

Hilda C. Levy
Notary Public.

HILDA C. LEVY NOTARY PUBLIC BALTIMORE

Ex. 1

DEED

FROM

DENNIS MC. AULIFFE AND

ANNA MC AULIFFE - his wife

TO

WILLIAM J. GOEDEKE AND

URSULA B. GOEDEKE his wife

BLOCK NO.

Received for Record 13-Oct, 1923, at 9 o'clock A M. Same day recorded in Liber WWW No. 61 Folio 459 &c., one of the Land Records of A. A. C. examined per Wm. N. Woodward Clerk.

Cost of Record, $ 3.50/d

THE DAILY RECORD PRINT, BALTIMORE, MD.

$ 3.50

2/14/63 WCH:n

THERESA U. JOHNS, et al. : IN THE

CIRCUIT COURT

v. :

FOR

THERESA ROSE KEEN, an infant. : ANNE ARUNDEL COUNTY

In Equity 15,405

BOOK 149 PAGE 172

PETITION AND ORDER
APPOINTING GUARDIAN AD LITEM

FILED
1963 FEB 15 AM 11:39

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Plaintiffs in this case respectfully represents unto your Honor:

First: That Theresa Rose Keen, the Infant Defendant in this cause, has been duly summoned.

Second: That said Infant Defendant has no legal guardian.

WHEREFORE, your Petitioners pray this Honorable Court to appoint a Guardian ad Litem to appear and answer for said Infant Defendant, and suggests that Ernest Florestano, who has no interest whatever in this suit, be appointed Guardian ad Litem.

AND, as in duty bound, etc.

Walter C. Herlihy
Walter C. Herlihy
Solicitor for Plaintiffs

FILED
1963 FEB 15 AM 11:39

ORDERED, by the Circuit Court for Anne Arundel County, this 15th day of February, 1963, upon the foregoing Petition, that Ernest Florestano be and he is hereby appointed Guardian ad Litem for the Infant Defendant named in the aforegoing Petition and he is hereby directed to appear and file his answer in her behalf.

O. Bowie Duckett
Judge

12

2/14/63 WCH:n

BOOK 149 PAGE 173

THERESA U. JOHNS, et al.	:	IN THE
		CIRCUIT COURT
v.	:	
		FOR
THERESA ROSE KEEN, an infant.	:	ANNE ARUNDEL COUNTY
		In Equity

ANSWER OF ERNEST FLORESTANO,
GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Theresa Rose Keen, the Infant Defendant named in the Bill of Complaint in this Court against her exhibited, by Ernest Florestano, duly appointed Guardian ad Litem, respectfully represents unto your Honor:

That the Defendant being Infant under the age of twenty-one years, cannot admit nor deny the allegations set up in said Bill of Complaint, and therefore submits her rights to the protection of this Honorable Court.

AND, as in duty bound, etc.

Ernest Florestano
Ernest Florestano,
Guardian ad Litem

FILED

1963 FEB 28 AM 11:02

13

THERESA U. JOHNS, etal	:	IN
Complainants	:	THE CIRCUIT COURT
vs.	:	FOR
THERESA ROSE KEEN, Infant	:	ANNE ARUNDEL COUNTY
Defendant	:	NO. 15,405 EQUITY

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

TESTIMONY TAKEN ON BEHALF OF COMPLAINANTS

March 19, 1963

Present:

Mr. Walter C. Herlihy,)
Mr. Edward J. Thompson,) Solicitors for Complainants

Mr. Malcolm B. Smith, Court Examiner & Master

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Theresa U. Johns, pages 2 - 9

Walter C. Herlihy, pages 10 - 12

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1963 APR -8 PM 2:01

14

Theresa U. Johns, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Herlihy)

1. Would you state your name and address please?

A. Theresa Ursula Johns, Box 351, Quarterfield Road, Severn, Maryland.

2. What was the name of your father and mother?

A. William Joseph Goedeke and Ursula Barbara Goedeke.

3. When did your father die?

A. January the 6th, 1962.

4. And was he/a resident of Anne Arundel County at the time of his death?

A. Yes, he was.

5. And at the time of his death did he own real property in Anne Arundel County?

A. Yes, he did.

6. Was that situated generally along Quarterfield Road in the Fourth Election District of Anne Arundel County?

A. Yes.

7. Now during his life time had your father acquired this property by deed?

A. Yes he did.

(DEED DATED OCTOBER 8, 1923 BETWEEN DENNIS MC AULIFFE AND ANNA MC AULIFFE, HIS WIFE TO WILLIAM J. GOEDEKE AND URSULA B. GOEDEKE, HIS WIFE IN FEE SIMPLE, RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER WNW 61, FOLIO 459 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

15

8. Now when did your mother, Ursula B. Goedeke, die?

A. May 26th, 1947.

9. After the death of your mother, Ursula B. Goedeke, on or about May 26th, 1947, did your father remarry?

A. No, he never.

10. How many children were born to your father and your mother?

A. Ten.

11. Would you name them please, starting with yourself?

A. Theresa U. Johns, Mary Berry.

12 Mary Berry is married?

A. Yes, Mary married Mr. Berry. James A. Goedeke; Elizabeth married Mr. Merson; Louise married Mr. Mason; John Goedeke; Louis Goedeke; Rose married Mr. Cannon; Eleanor is Theresa Rose's mother.

13. Did your mother and father have a child, Eleanor Goedeke?

A. Yes, they did.

14. And whom did she marry?

A. Ray Keen.

15. As a result of that marriage were any children born?

A. One, a girl.

16. What is the child's name?

A. Theresa Rose Keen.

17. And what is her age?

A. She was 15. Now she is 16. In February she was 16.

18. Now what happened to her mother, Eleanor Goedeke Keen?

A. She died of heart trouble.

19. Approximately how long ago?

A. Approximately five years ago.

16

20. Before the death of your father?

A. That's right.

Herlihy - Mr. Smith, a petition was filed on behalf of the defendant who was served as well as her father, and upon Order of Judge Duckett, a Guardian Ad Litem was appointed, and thereafter, approximately a week or ten days, the Guardian Ad Litem filed his answer which is in the Court Proceedings.

21. Now during his lifetime and after the death of your mother did your father, William J. Goedeke, make conveyances of certain parcels of land owned by him in fee simple?

A. Yes, he did.

22. Also in his lifetime did your father have the property surveyed and platted and plat recorded among the Land REcords of Anne Arundel County?

A. Yes, he did.

Herlihy - Mr. Smith I would like to offer as complainant's exhibit No. 2 a photostat of a plat which has been recorded among the plat records of Anne Arundel County in Plat Book No. 22, folio 15.

(PLAT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

23. During the lifetime of your father did he convey Lot A to your sister, Eleanor Goedeke Keen and Ray Keen, her husband?

A. Yes, he did.

24. And this Eleanor Goedeke is the lady who died leaving surviving her the child who is the defendant in this case?

A. Yes.

25. And were lots 1 and 2 conveyed to your brother, James Goedeke?

A. Yes, they were.

26. And Lot 9 to your brother, John William Goedeke?

A. Right.

27. And Lot 10 to Louis J. Goedeke and wife?

A. Yes, he did.

28. And Lot 5 to Rose Goedeke?

A. That's right.

29. And Lot 4 to Andrew Johns and Theresa U. Johns?

A. That's right.

30. And you are the Theresa U. Johns?

A. That's right.

31. And except for those conveyances I have just mentioned briefly those were the only lots which were conveyed by your father during his lifetime?

A. That's right.

32. Now did your father leave a Will?

A. Yes, he did.

33. I show you a photo print of the Will on file in the Orphan's Court for Anne Arundel County and ask you if that is the Will, a photo print of the Will left by your father?

A. Yes, it is.

Herlihy - Now if it please, Your Honor, this Will was filed with the Orphan's Court

for Anne Arundel County on April 24, 1962, Petition for Letters, Bond, Information Report and Notice to Creditors issued all on the same date.

34. Now Mrs. Johns, you are named as the Executrix in the Will?

A. I am.

35. Have you qualified as Executrix by filing your Bond?

A. Yes, I have.

36. And you have given notice to creditors in the Orphan's Court for Anne Arundel County?

A. Yes, I have.

37. Now I invite your attention, Mrs. Johns, to paragraph marked SECOND of the Will. Does that paragraph make any conveyance to you?

A. Yes, it does, lot No. 7.

38. Lot No. 7 as shown on the plat of the Goedeke property on Quarterfield Road?

A. Yes, he was living with me at the time of his death.

39 Does the Will of your father dispose of all the other lots?

A. No, it doesn't. It says for us to sell it and divide it equally.

4 Herlihy - I invite the Master's attention to paragraph THIRD of the Will which states [All the rest and residue of my property, real, personal and mixed, I hereby give, devise and bequeath unto my children equally, share and share alike,

to be theirs absolutely.]

40. Now in his Will also your father makes reference to the conveyances that he did make in his lifetime to your sisters and brothers?

A. That's right.

(LAST WILL AND TESTAMENT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 3)

41. Now Mrs. Johns, during his lifetime,as testimony to this point has disclosed, referring to the plat, your father conveyed during his lifetime and after death of your mother, Lots 1, 2, 4, 5, 9, 10, and Lot A, is that correct?

A. That's right.

42. And his Will disposes of Lot 7?

A. That's right.

43. Therefore, there are remaining at this time Lots 3, 6, 8, 11, 12, 13, 14 and 15?

A. That's right.

44. Now other than your sisters and brothers that you have mentioned and the daughter of your deceased sister, Eleanor, are there any other children of your late father, other than those mentioned in your testimony?

A. Yes, there is.

45. Who?

A. Mary, Elizabeth and Louise.

46. Well those you mentioned in your testimony. I say other than the sisters and brothers mentioned in the testimony, namely, Theresa U. Johns, Mary Berry, James Goedeke, Elizabeth Merson,

50

Louise Mason, Louis Goedeke, John Goedeke, Rose Cannon, they are your only surviving sisters and brothers that you have?

A. I have one dead but I don't remember him.

47. And Theresa Rose Keen is the child of a deceased sister, Eleanor Goedeke?

A. That's right.

48. Except those persons that we have just mentioned are there any other children of your father living?

A. No.

49. Or any other deceased children other than the ones mentioned?

A. No.

50. Have there been any claims filed against your father's estate in the Orphan's Court?

A. No, not as I know of.

51. The funeral bill has been paid?

A. Yes, it has.

52. I believe that was paid by you, was it not?

A. Yes, it was.

53. And have you advanced the costs in the Orphan's Court?

A. No, not for the funeral bill, no.

54. I mean the Court costs or did your attorney, Mr. Thompson?

A. I think Mr. Thompson probably did.

55. Were the lots appraised in the Orphan's Court of Anne Arundel County by Mr. William L. Baldwin and Mr. Edward N. C. Bradley, appraisers?

A. Yes, they were.

(LEAVE RESERVED TO FILE CERTIFIED COPY OF APPRAISAL REPORT MARKED EXAMINER'S EXHIBIR 4)

(Mr. Smith)

1. Mrs. Johns, is it your opinion that this property can not be divided in kind among the beneficiaries in your father's Will?

A. There isn't enough ground to divide it equally among them.

2. And the lots are of unequal size, are they not?

A. That's right.

3. Is it your opinion that it would be to the best advantage of all the parties that the property be sold and after the deduction of all the expenses that the proceeds be divided according to your father's Will?

A. That's right.

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QUESTION BY THE EXAMINER:

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

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

Answer. No. . . . . .

Signature Thomas W. Johnson

Walter C. Herlihy, a witness of lawful age, being first duly sworn, deposes and says:

My name is Walter C. Herlihy. My business address is 1811 Muncey Building, Baltimore 2, Maryland. In connection with the proceeding now before the Master I examined the Land Records of Anne Arundel County from the date of the conveyance to William J. Goedeke and Ursula Goedeke, his wife, and in that connection I made certain notes.

The only restriction that would have any bearing or effect on the property is an agreement with the Gas & Electric Company which is recorded in Liber J.H.H. 361, folio 249, having to do with a pole line along and adjacent to the East side of Quarterfield Road.

I also examined the land records to verify the conveyances that have been made by the late Mr. Goedeke to several of his children. By Deed dated June 12, 1950, recorded in Liber J.H.H. 574, folio 432, William Goedeke conveyed to John William Goedeke and Glendora E. Goedeke, his wife, Lot 9 as shown on the Plat of the Goedeke property, situate in the Fourth District of Anne Arundel County. By Deed dated June 12, 1950 and recorded in Liber J.H.H. 574, folio 435, the late Mr. Goedeke conveyed Lot 10 as shown on said plat to Louis J. Goedeke and Annie S. Goedeke, his wife. By Deed dated June 12, 1950 and recorded in Liber J.H.H. 574, folio 438, the late Mr. Goedeke conveyed Lot 5 as shown on said Plat to Rose A. Goedeke. By Deed dated June 12, 1950,

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and recorded in Liber J.H.H. 574, folio 441, the late Mr. Goedeke conveyed Lot 4 on said plat to Andrew Johns and Theresa U. Johns, his wife. By Deed dated June 12, 1950, recorded in Liber J.H.H. 574, folio 444, the late Mr. Goedeke conveyed Lot A as shown on said plat to Ray Keen and Eleanor E. Keen, his wife. As earlier testified the Eleanor E. Keen died before the date of death of the late William Goedeke. There is one other conveyance and that is a Deed dated September 18, 1958 recorded in Liber G.T.C. 1236, folio 83, by which the late Mr. Goedeke conveyed Lots 1 and 2 as shown on said plat of the Goedeke property to James A. Goedeke and Frieda Goedeke, his wife. I followed the land records in the various indices down to the date of the filing of this bill and found no other conveyances to or from the late Mr. Goedeke.

(Mr. Smith)

1. So at the time of his death which of the lots shown on the plat marked Examiner's exhibit No. 2 did he still own?

A. The late Mr. Goedeke as of the date of his death owned the following lots as shown on said plat. Lots 3, 6, 8, 11, 12, 13, 14 and 15. Lot 7, of course, was specifically mentioned in his Last Will and Testament which has been heretofore filed. Plat marked Examiner's exhibit No. 2 is recorded among the Plat records of Anne Arundel County in Plat Book No. 22, folio 15.

2. As a result of your title examination did you determine whether or not there were any judgments, liens, mortgages

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or any encumberances upon this property?

A. There were none. The only one that could exist would be the 1963 Anne Arundel County Tax bill which, of course, will be paid in these proceedings.

ZC

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 2nd day of ~~March~~ April, 1963.

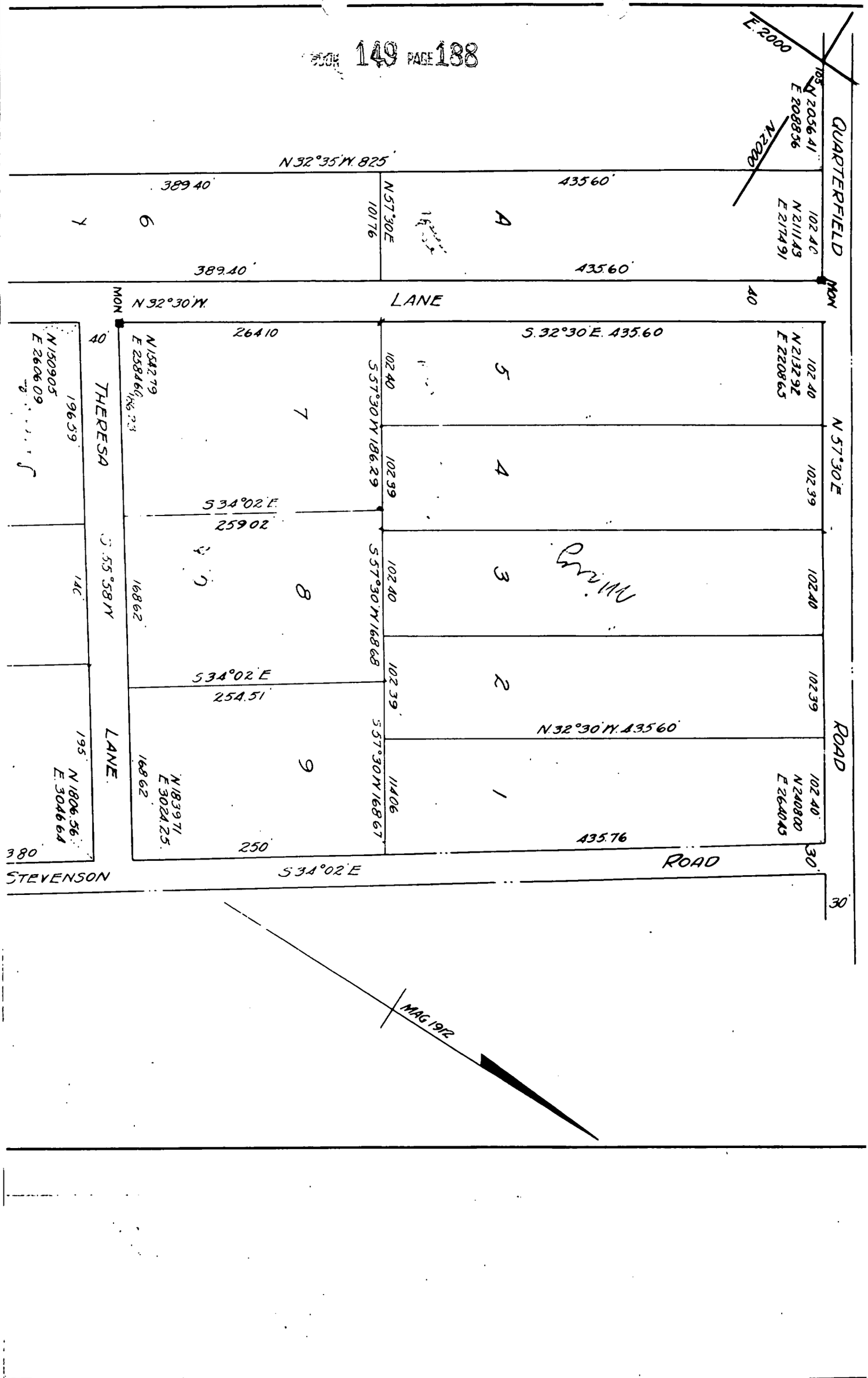
Malcolm B. Smith, Examiner (SEAL)

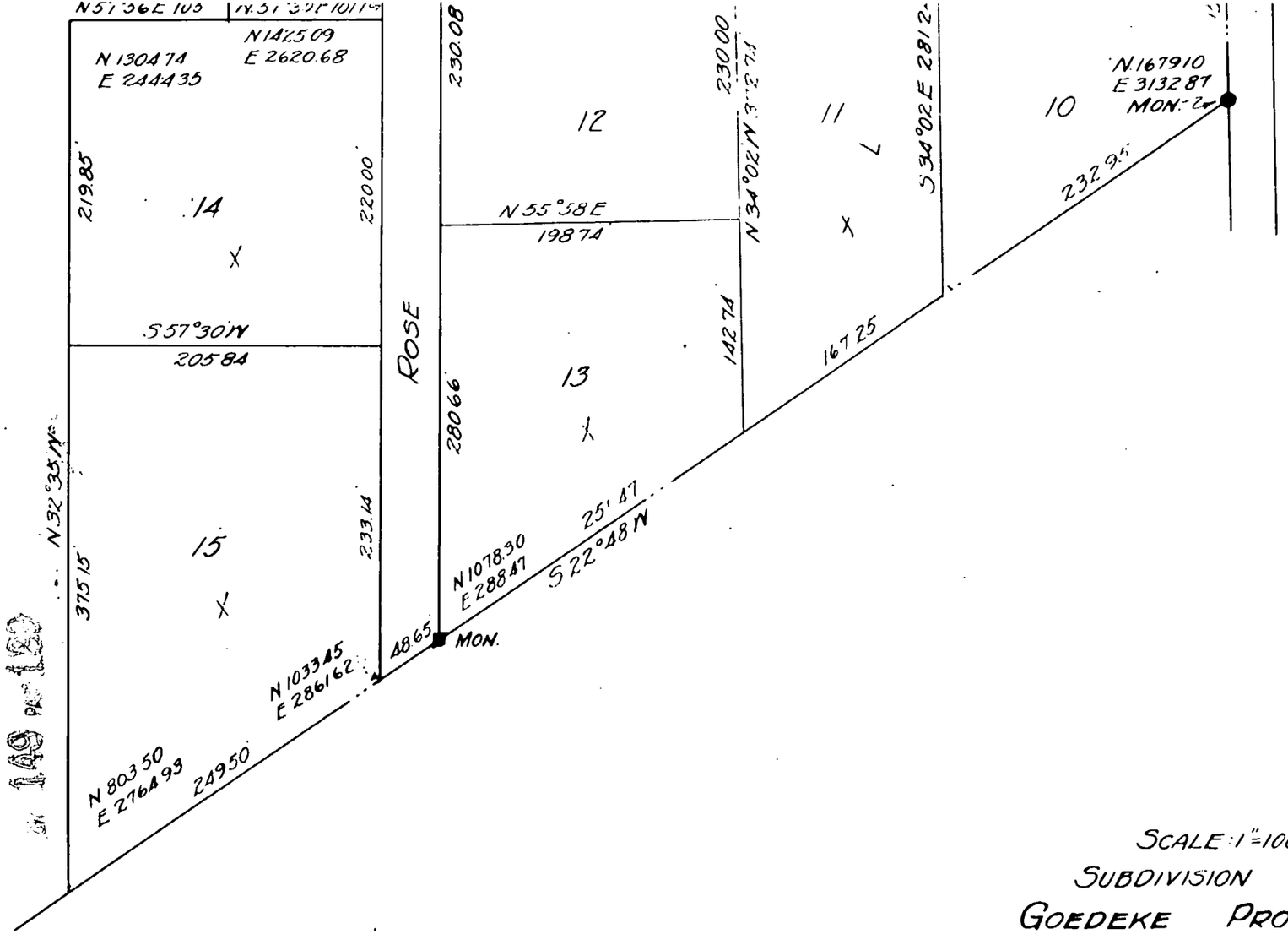
M.S. $25.00

S.M. $12.00 Pd

S.M.

BOOK 149 PAGE 188





SCALE 1"=100'

SUBDIVISION OF

GOEDEKE PROPERTY

QUARTERFIELD RD

FOURTH DISTRICT - A A Co. - MD

FEB. 1950

Thomas W. Johnson

REG ENGR No 1110

The requirements of Sections 72A, 72B, 72C, of Art 17 of the Annotated Code of Maryland 1939 Edition (Title Clerks of Court, Sub title Clerks of Circuit Court) as far as they relate to the making of this plat and setting of the markers, have been complied with.

Owners) of the land shown hereon

BOOK 149 PAGE 190

LAST WILL AND TESTAMENT

OF

WILLIAM J. GOEDEKE

Filed March 7, 1962

I, WILLIAM J. GOEDEKE, of Severn, Anne Arundel County, State of Maryland, being of sound and disposing mind and capable of executing a valid deed or contract, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all other Wills or codicils thereto, heretofore by me made.

FIRST: I direct my Executrix, hereinafter named, to pay all my just debts and funeral expenses as soon as practicable after my death.

SECOND: I hereby give, devise and bequeath unto the one of my children with whom I am living, and who cares for me in the period immediately preceding my death, the balance of the proceeds of my life insurance after payment of my just debts and funeral expenses, and Lot No. Seven (7) as shown on the Plat of Subdivision of Goedeke Property, Quarterfield Road, Fourth Election District, Anne Arundel County, Maryland, (said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book No. 22, Page 15), to be theirs absolutely.

THIRD: All the rest and residue of my property, real, personal and mixed, I hereby give, devise and bequeath unto my children equally, share and share alike, to be theirs absolutely.

During my lifetime, I have given to those of my children not receiving a specific bequest under this will, namely Eleanor, Rose, Theresa, James, John and Louis, each a parcel of ground upon which to build a home, and for this reason, I am not making specific bequests or devises to them, however, it is intended that they shall each share in the residue of my estate.

klw

FOURTH: I hereby appoint my daughter, Theresa Johns, to be the Executrix of this, my Last Will and Testament, and I request that she be excused from the necessity of giving bond as such Executrix.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my seal this 18th day of September, 1958.

Examiner's Exh. #3 William J. Goedeke (SEAL)
Testator
Johns vs. Green
#15,405 Equity
Malcolm B. Smith
Examiner

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SIGNED, sealed, published and declared by the above named Testator as and for his Last Will and Testament in the presence of us, who, at his request and in his presence and the presence of each other, have hereunto subscribed our names as attesting witnesses.

Kathleen L. Woelfel
703 Glendon Ave. Annapolis, Md.
John H. Hopkins II
15 School St Annapolis Md.

BOOK 149 PAGE 192

No. 15,405 Equity

THE STATE OF MARYLAND,

To Edward N. C. Bradley
and
William N. Baldwin

GREETING:

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

WITNESS Evelyn M. Smith ~~ESQUIRE~~,
Chief Justice of the Orphans' Court for Anne Arundel County, this 4" day of April in the year of our Lord one thousand nine hundred and sixty-three

TEST George M. Natwell
Register of Wills for Anne Arundel County.

We Edward N. C. Bradley and William N. Baldwin do swear that we will and truly, without prejudice or partiality, value and appraise the real estate of William J. Godeke late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment.

S/ Edw. N. C. Bradley
S/ William N. Baldwin
Appraisers.

I Hereby Certify. That the aforegoing oath was taken and subscribed to by the said Edward N. C. Bradley and William N. Baldwin before the undersigned, a Register of Wills or Notary Public of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this 5" day of April in the year of our Lord one thousand, nine hundred and sixty-three

S/ Nan Edith Hatch
Dep. *Register of Wills ~~XXXXXXXX~~ for Anne Arundel County.*

A True and Perfect Amended Inventory of all and singular the Real Estate of William J. Godeke late of Anne Arundel County, deceased, appraised by the subscriber Edward N. C. Bradley and William N. Baldwin jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraisers, and certificate hereto annexed.

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Examiner's Exh. #4
Dabrus vs. Heery
#15,405 Equity
Mr. Arthur Smith, Ex.

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31-A

Estate of William J. Godeke, Deceased

Amended Real Inventory

Lot 3	$ 700.00
Lot 6	500.00
Lot 7	500.00
Lot 8	500.00
Lot 11	600.00
Lot 12	600.00
Lot 13	450.00
Lot 14	600.00
Lot 15	600.00
	$5050.00

Amended

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

Witness Our Hands And Seals this 5" day of April in the year of our Lord one thousand nine hundred and sixty-three

S/ Edw. N. C. Bradley [Seal.]

S/ William N. Baldwin [Seal.]

Appraisers.

Amount of Inventory as above - - - - - $ 5,050.00

S/ Theresa U. Johns

Executrix Administratrix

STATE OF MARYLAND.

Anne Arundel County, Sct:

Be It Remembered And It Is Hereby Certified, That on this 5" day of April in the year of our Lord one thousand, nine hundred and sixty-three personally appeared Theresa U. Johns, Executrix of Estate of William Godeke late of Anne Arundel County, deceased, and made oath in the presence of Almighty God, that the aforegoing is a just and true and perfect Amended inventory of all and singular the Real Estate of the said William J. Godeke deceased, within the State of Maryland, that has come to her knowledge, and that should She hereafter discover any other Real Estate belonging to the said deceased in said State She will return an additional Inventory thereof.

Sworn to before the Subseriber,

(Notary Seal)

S/ Edward J. Thompson

Notary Public for Anne Arundel County.

Approved by Order of Court this 9" day of April, 1963.

S/ Evelyn M. Smith C.J.
S/ Luke T. Anthony A.J.

COURT OF

TRUE COPY, TEST.
REGISTER OF WILLS
FOR ANNE ARUNDEL CO.

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BOOK 149 PAGE 195

THERESA U. JOHNS, et al	*	IN THE CIRCUIT COURT FOR
Plaintiffs	*	
V:	*	ANNE ARUNDEL COUNTY
THERESA ROSE KEEN, infant	*	
Defendant	*	NO. 15,405 EQUITY

* * * * * * * * * *

REPORT OF EXAMINER AND MASTER

Bill of Complaint filed January 21, 1963 by certain beneficiaries of a Will against an infant beneficiary under said Will, seeking a sale of real estate passing under said Will, in lieu of partion. The infant defendant was duly served, a guardian ad litem appointed and Answer filed.

Testimony was taken on March 19, 1963, and ownership of the property by the testator at the time of his death is satisfactorily proven; the Will of the testator has been probated and is offered as an exhibit; identity of the beneficiaries and their capacity is proven. From the facts presented, it appears that the property in question is not income producing, that it can not be divided in kind among the beneficiaries, and that it would be advantageous to all parties that the property be sold and the proceeds divided.

It should be noted that the spouses of the plaintiffs are not made parties to these proceedings, and counsel for the plaintiffs contends that they are not necessary parties. In support of this contention he has submitted a memorandum attached hereto. The undersigned makes no recommendation to the Court in this regard.

Assuming the Court to be satisfied that it has jurisdiction over all necessary parties, the case is ready for Decree as of the date of the filing of this Report, and the attached form of Decree is recommended.

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

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Examiner and Master

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In Mitchell v. Farrish 69 Md. 235 at page 237 the Court of Appeals considered the following factual situation. A man and his sister owned in fee as tenants in common certain land in Prince George's County. The man married and later died. His surviving widow filed a bill for the assignment of dower in the real estate of her deceased husband. The Court of Appeals stated:

> "There can be no doubt but that a sale for the purpose of partition under our statute law upon that subject, will bar the inchoate right of dower of the wife of one of the co-tenants in common, and that the purchaser will take a clear title to the land. That question was fully considered and decided in Rowland v. Prather, 53 Md. 232. In that case the court cite and quote with approval the reasoning and language used by the Supreme Court of Ohio in Weaver v. Gregg, 6 Ohio St. R. 547, where the question arose under a statute of that State similar to our own. 'The right of dower of the wife' (say the court) 'subsists in virtue of the seisin of the husband, and this right is always subject to any infirmity, encumbrance, or incident which the law attaches to that seisin, either at the time of the marriage or at the time the husband became seised. A liability to be divested by a sale in partition is an incident which the law affixes to the seisin of all joint estates, and the inchoate right of the wife is subject to this incident.' In other words the right which the law gives to every tenant in common to have partition of lands held in common, or a sale and distribution of the proceeds, if it appears they cannot be divided in kind without loss or injury to the parties interested, is a right paramount to that of the inchoate dower of the wife of any one of such tenants, and the purchaser acquires a title free from any such claim. Whether in such cases it is necessary to make the wife a party to the proceedings is a question that does not necessarily arise in this case, but we may say that in the Ohio case referred to she was not a party, and upon the reasons given why her right is barred, we see no necessity for making her a party. This question was alluded to, but not decided in Warren v. Twilley, 10 Md. 39, and in Rowland v. Prather, 53 Md. 232. Besides it is to be noted that the words 'She being made a party to the proceedings either complainant or defendant' contained in the Act of 1839, ch. 23, referred to in those cases, have not been retained in the Code."

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In Maskell v. Hill 189 Md. 327 the Court of Appeals rejected the contention that the appellee's husband was a necessary party to a Bill of Complaint. The Court cited the Mitchell v. Farrish and also Rowland v. Prather, 53 Md. 232. The Court said, "If the inchoate right of dower of the wife is barred by partition proceedings, likewise the inchoate right of dower of the husband would be barred. We therefore see no reason why the appellee's husband should have been made a party to this proceeding even though appellee is a tenant in common of the property in dispute."

Article 16, Section 154 of the Code clearly permits any joint tenant, tenant in common, or any parcener or any concurrent owner, whether of full age, an infant of non compos mentis to file a bill under this section for the sale of any lands, etc. Since 1904 a mortgagee or a judgment creditor is a proper party to a partition proceeding. The real test is that the interests in the property must be concurrent, whether acquired by deed or devise, and the land must be incapable of division among the respective interests.

THERESA U. JOHNS, et al	*	IN THE CIRCUIT COURT FOR
Plaintiffs	*	
V:	*	ANNE ARUNDEL COUNTY
THERESA ROSE KEEN, infant	*	
Defendant	*	NO. 15,405 EQUITY

* * * * * * * * *

DECREE OF COURT

This case coming on for hearing, testimony having been taken before an Examiner and Master, his report and proceedings were read and considered by the Court, and it appearing that it would be to the best interest and advantage of all of the parties to these proceedings that the real estate mentioned herein and described in the Bill of Complaint, owned by the testator, William J. Goedeke, be sold and the proceeds thereof distributed under the direction of this Court, it is thereupon, this 22 day of April, 1963, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED: That the property mentioned in these proceedings described as Lots 3, 6, 8, 11, 12, 13, 14 and 15 of the Goedeke property, shown on a Plat thereof filed in these proceedings as Examiner's Exhibit No. 2, be sold.

And it is further ADJUDGED, ORDERED and DECREED: That Edward J. Thompson and Walter C. Herlihy 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 the Court a bond to the State of Maryland executed by themselves and a surety or sureties to be approved by this Court or the Clerk thereof, in the penalty of Six Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any future Decree or Order in these premises. They shall then proceed tomake the sale, upon giving notice by advertisement in the manner set forth by the Maryland Rules of Procedure, of the terms of said sale

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which shall be a deposit of FIVE HUNDRED DOLLARS ($500.00) of the amount of the purchase money to be paid in cash on the day of sale, and the balance upon final ratification of such sale by this Court, or all cash, at the option of the purchaser or purchasers, any deferred payment to bear interest from the day of sale; and as soon as may be convenient after said sale, and in no event more than thirty (30) days after the date thereof, the Trustees shall render to this Court a full and particular report of the proceedings relative to such sale, together with an affidavit of the fairness of the said sale and of the truth of the report annexed thereto. And upon ratification of such sale by this Court, and upon payment of the whole purchase money, and not before, the said Trustees, by a good and sufficient Deed to be executed and acknowledged agreeable to law, shall convey to the purchaser or purchasers of said property, and to his, her, or their heirs, the property so sold, free, clear and discharged of any right or claim by any or all of the parties hereto, both Plaintiffs and Defendants, and of all persons claiming by, from or under any of them. And the said Trustees shall bring into this Court the money arising from said sale, to be disposed of under the direction of this Court, after deducting therefrom, the costs of this suit, and such attorneys' fees and commissions to the said Trustees as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

D. Bond Dunlap

JUDGE

THERESA U. JOHNS, et al	*	IN THE CIRCUIT COURT FOR
v.	*	ANNE ARUNDEL COUNTY
THERESA ROSE KEEN, infant	*	No. 15,405 EQUITY

* * * * * * * * *

AMENDED DECREE OF COURT

This case coming on for hearing, testimony having been taken before an Examiner and Master, his report and proceedings were read and considered by the Court, and it appearing that it would be to the best interest and advantage of all of the parties to these proceedings that the real estate mentioned herein and described in the Bill of Complaint, owned by the testator, William J. Goedeke, be sold and the proceeds thereof distributed under the direction of this Court, it is thereupon, this 8th day of May, 1963, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED: That the property mentioned in these proceedings described as Lots 3, 6, 8, 11, 12, 13, 14 and 15 of the Goedeke property, shown on a Plat thereof filed in these proceedings as Examiner's Exhibit No. 2, be sold, at Public or Private Sale but if at Private Sale for not less than the appraised values of said Lots as shown in the testimony filed herein; viz., as to Lots 6, 7 and 8 for not less than $500.00 each; as to Lots 11, 12, 14 and 15 for not less than $600.00 each; as to Lot 3 for not less than $700.00; and as to Lot 13 for not less than $450.00; and if sold as an entirety for not less than $5,050.00.

And it is further ADJUDGED, ORDERED and DECREED: That Walter C. Herlihy 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 the Court a bond to the State of Maryland executed by himself and a surety or sureties to be approved by this

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Court or the Clerk thereof, in the penalty of Two Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in these premises. He shall then proceed to make the sale, upon giving notice by advertisement in the manner set forth by the Maryland Rules of Procedure, of the terms of said sale which shall be a deposit of not less than ten per cent of the amount of the purchase money to be paid in cash on the day of sale, and the balance upon final ratification of such sale by this Court, or all cash, at the option of the purchaser or purchasers, any deferred payment to bear interest from the day of sale; and as soon as may be convenient after said sale, and in no event more than thirty (30) days after the date thereof, the Trustee shall render to this Court a full and particular report of the proceedings relative to such sale, together with an affidavit of the fairness of the said sale and of the truth of the report annexed thereto. And upon ratification of such sale by this Court, and upon payment of the whole purchase money, and not before, the said Trustee, by a good and sufficient Deed to be executed and acknowledged agreeable to law, shall convey to the purchaser or purchasers of said property, and to his, her, or their heirs, the property so sold, free, clear and discharged of any right or claim by any or all of the parties hereto, both Plaintiffs and Defendants, and of all persons claiming by, from or under any of them. And the said Trustee shall bring into this Court the money arising from said sale, to be disposed of under the direction of this Court, after deducting therefrom, the costs of this suit, and such attorneys' fees and commissions to the said Trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

D. Brie Duckett
JUDGE

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Trustee's Bond BOOK 12 PAGE 121 No. 15,405 Equity

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Walter C. Herlihy, 1811 Munsey Building Baltimore-2, Md. as principal, and National Surety Corp. 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 Six Thousand ($6000.00) 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 10th day of July in the year of our Lord one thousand nine hundred and Sixty-three.

WHEREAS, the above bounden Walter C. Herlihy Jeanne Arundie Co. by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~, has been appointed trustee to sell certain properties

Theresa V. Johnson et al mentioned in the proceedings in the case of

vs.

Theresa Rose Keen, Infant

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Walter C. Herlihy 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

Fraser A. Sweeting 45-To-All

Walter C. Herlihy (SEAL)
WALTER C. HERLIHY (SEAL)
NATIONAL SURETY CORPORATION (SEAL)
By John H. McFaul (SEAL)
Attorney-in-Fact (SEAL)
JOHN H. McFAUL.

State of Maryland, Baltimore City, sct:

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

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

NATIONAL SURETY CORPORATION

By: C. A. Keppler
Vice President

ATTEST:

Geo. F. Texido
Assistant Secretary

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

July 10th, 1963

NATIONAL SURETY CORPORATION

By Catherine F. Minderlein
Resident *Assistant Secretary*
Catherine F. Minderlein

Bond approved this 11 day of July, 1963

41 Louis N. Phipps, Clerk

BOOK 149 PAGE 202

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BOOK 149 PAGE 203

THERESA U. JOHNS, et al	*	IN THE CIRCUIT COURT FOR
v.	*	ANNE ARUNDEL COUNTY
THERESA ROSE KEEN, infant	*	Equity No. 15,405

* * * * * * * *

REPORT OF SALES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sales of Walter C. Herlihy, Trustee, appointed by Amended Decree of this Court in the above entitled cause on the 8th day of May, 1963, to make sale of certain fee simple lots, which were wholly owned by the decedent, William J. Goedeke, and described in said proceedings, respectfully shows, that after giving corporate bond with security for the faithful discharge of his trust as prescribed by said Amended Decree, which was duly approved, the said Trustee has negotiated private sales of the properties referred to in this proceeding, as follows:

(1) To Theresa U. Johns Lots 6, 11, 12, 13, 14 and 15 as shown on a plat recorded among the Plat Records of Anne Arundel County in Plat Book No. 22, Folio 15, which lots were conveyed to William J. Goedeke and Ursula B. Goedeke, his wife, by deed dated October 8, 1923, and recorded on October 13, 1923, among the Land Records of Anne Arundel County in Liber WNW No. 61, Folio 459, at and for the sum of Three Thousand Three Hundred Eighty ($3,380.00) Dollars, said purchase price being in excess of the appraised value of the aforesaid lots.

(2) To James A. Goedeke Lots 3 and 8 as shown on a plat recorded among the Plat Records of Anne Arundel County in Plat Book No. 22, Folio 15, which lots were conveyed to William J. Goedeke and Ursula B. Goedeke, his wife,

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42

by deed dated October 8, 1923, and recorded on October 13, 1923, among the Land Records of Anne Arundel County in Liber WNW No. 61, Folio 459, at and for the sum of One Thousand Two Hundred Fifteen ($1,215.00) Dollars, said purchase price being in excess of the appraised value of the aforesaid lots.

The Trustee reports that the sales of the aforesaid lots have been conducted in accordance with provisions of said Amended Decree and that said sales were made for the highest price obtainable and were in excess of the appraised values of said lots and further the Trustee reports that there were no expenses in connection with said sales.

Walter C. Herlihy, Trustee

STATE OF MARYLAND
SS:
CITY OF BALTIMORE

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 Baltimore City, aforesaid, personally appeared Walter C. Herlihy, Trustee, and he made oath in due form of law that the matters and facts set forth in the above Report of Sales are true to the best of his knowledge, information and belief, and that the amount received for the properties sold was the highest price offered therefor, and that the sale was bona fide and fairly made.

WITNESS my hand and Notarial seal.

Harriet E. Plant
Notary Public

43

ORDER NISI

BOOK 149 PAGE 205

THERESA U. JOHNS, et al

versus

THERESA ROSE KEEN, Infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,405 Equity

Ordered, this 11th day of July, 1963, That the sale of the property in these proceedings mentioned made and reported by Walter C. Herlihy, Trustee

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 sales was $ 4,595.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter C. Herlihy (1811 Munsey Bldg. Balto. Md. Gazette (for July 18 edition)

(Final Order)

THERESA U. JOHNS, et al

versus

THERESA ROSE KEEN, Infant

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 Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse JUDGE.

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1963 AUG 20 PM 12:03

44

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,405 Equity

THERESA U. JOHNS, et al
versus
THERESA ROSE KEEN, Infant

Ordered, this 11th day of July, 1963, That the sale of the property in these proceedings mentioned made and reported by Walter C. Herlihy, Trustee 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 sales was $4,595.00

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 149 PAGE 206

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 12, 1963

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 15,405

Theresa Rose Keen,

Infant.

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 18th day of July, 1963

FILED

1963 AUG 12 AM 11:48

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 5327

45

THERESA U. JOHNS, et al * IN THE CIRCUIT COURT FOR

v. * ANNE ARUNDEL COUNTY

THERESA ROSE KEEN, infant * Equity No. 15,405

* * * * * * * * *

REPORT OF TRUSTEE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Walter C. Herlihy, Trustee herein, reports the following receipts and disbursements made by him in this Estate.

Receipts

Sale of lots 6, 11, 12, 13, 14 & 15	3,380.00
Sale of lots 3 and 8	1,215.00
Total Receipts	$4,595.00

Disbursements

National Surety Corporation Bond premium	24.00	
William N. Baldwin and Edward N. C. Bradley, appraisers	30.00	
J. Carroll Power, abstract of land records, judgments, liens, etc.	25.00	
The Capital Gazette Press, Inc. Order Nisi	15.00	
Harriet E. Plant, long distance calls, acknowledgments and mileage	8.30	
Total Disbursements		152.30
Balance on hand		$4,442.70

Expenses advanced by Trustee personally:

Ace Photo Print, photostat of Plat of Goedeke property	1.86	
Shirley Miller, Court stenographer Testimony on 3/19/63	12.00	
	13.86	
		13.86
Balance in hands of Trustee		$4,428.84

Walter C. Herlihy, Trustee

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1963 SEP 26 AM 9:35

46

THERESA U. JOHNS, et al * IN THE CIRCUIT COURT FOR

v. * ANNE ARUNDEL COUNTY

THERESA ROSE KEEN, infant * Equity No. 15,405

* * * * * * * * *

AFFIDAVIT

STATE OF MARYLAND

: SS

CITY OF BALTIMORE

I HEREBY CERTIFY that on this 25th day of September 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city of Baltimore, personally appeared Walter C. Herlihy, Trustee, who made oath in due form of law that the matters and facts set forth in the foregoing Report of Trustee are true to the best of his information, knowledge and belief.

As Witness my hand and Notarial seal.

Harriet E Plant
Notary Public

FILED
1963 SEP 26 AM 9:35

47

BOOK 149 PAGE 209

In the Case of

THERESA U. JOHNS, et al

VS.

THERESA ROSE KEEN, an Infant

In the

Circuit Court

For

Anne Arundel County

No. 15,405 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.

October 8, 1963

John H. Hopkins, IV, Auditor.

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1963 OCT 8 PM 2:03

FINAL ORDER

ORDERED BY THE COURT, this 24th 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

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1963 OCT 24 PM 4:28

47

Dr. THERESA U. JOHNS, et al vs. THERESA ROSE KEEN, an Infant

In Acct. with WALTER C. HERLIHY, Trustee

					Cr.	
1963						
July	11	Proceeds of Sale	4,595	00	4,595	00
					4,595	00
		To Trustee for fee in lieu of commissions				
		Court Order 10/7/63	250	00	250	00
		To Trustee for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Courts - Court costs	78	75		
		Wm. R. Huggins - sheriff's costs	2	90		
		Malcolm Smith - Examiners' fee	25	00		
		Shirley Miller - stenographer's fee	12	00		
		Ernest Florestano - Guardian ad litem fee	4	00		
		Auditor - stating this account	36	00	168	65
		To Trustee for expenses, viz:				
		Capital Gazette Press - Order nisi, sale	15	00		
		National Surety Corp. - bond premium	24	00		
		Wm.N.Baldwin & Edw.N.C.Bradly, appraisers fee	80	00		
		J. Carroll Power, abstract of title	25	00		
		Harriet E. Plumb-notary fees, telephone, etc.	8	30		
		Ace Photo Print - photostat of plat	1	86		
		Edward J. Thompson-Attorneys fee-Court order	150	00		
		Orphans Court Costs -Court order 10/7/63	27	00		
		Globe Indemnity Co.-Bond premium " "	20	00		
		Capital Gazette Press-Notice to creditors-	20	00	371	16

		Balance for Distribution - $3,805.19				
		Distributed as follows:				
		To Theresa U. Johns 1/9 = 422.79				
		Less direct inh. tax (1%) = 4.23				
		Less direct inh. tax - lot 7 = 5.00	413	56		
		To Mary Berry - 1/9 = 422.80				
		Less direct inh. tax (1%) = 4.23	418	57		
		To James A. Goedeke - 1/9 = 422.80				
		Less direct inh. tax (1%) = 4.23	418	57		
		To Elizabeth Merson - 1/9 = 422.80				
		Less direct inh. tax (1%) = 4.23	418	57		
		To Louise Mason - 1/9 = 422.80				
		Less direct inh. tax (1%) = 4.23	418	57		
		To Louis Goedeke - 1/9 = 422.80				
		Less direct inh. tax (1%) = 4.23	418	57		
		To John Goedeke - 1/9 = 422.80				
		Less direct inh. tax (1%) = 4.23	418	57		
		To Rose Cannon - 1/9 = 422.80				
		Less direct inh. tax (1%) = 4.23	418	57		
		To Theresa Rose Keen, infant 1/9 422.80				
		Less direct inh. tax (1%) = 4.23	418	57		
		To Register of Wills-direct inheritance tax	43	07	3,805	19
					4,595	00

ATLANTIC MILL & LUMBER COMPANY, INC. :
a body corporate
Foot of Caroline Street :
Baltimore, Maryland

vs. :

ROLAND V. CALVERT :
EVELYN A. CALVERT, his wife :
Bayside Beach
Anne Arundel County, Maryland :
ARUNDEL FEDERAL LOAN ASSOCIATION
a body corporate :
419 Patapsco Avenue
Baltimore, Maryland :

NO. 10,266 EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

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

Filed 7 July, 1951

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of the Atlantic Mill and Lumber Company, Inc., a body corporate, Complainant, by Louis M. Strauss, its solicitors, respectfully represents unto your Honors:

1. That your orator contracted with Roland V. Calvert and Evelyn A. Calvert, his wife, to furnish lumber, nails and materials to the said Roland V. Calvert and Evelyn A. Calvert, his wife, used by them to construct a one and one-half story frame dwelling, on a lot of ground situated at Bayside Beach, Anne Arundel County, Maryland, said lot of ground containing 5.06 acres of ground, as acquired from Charles H. Calvert, Sr. and his wife, by deed dated January 26, 1939, and recorded among Land Records of Anne Arundel County in Liber F.A.M. 194, folio 330. A certified copy of said deed is filed herewith, marked "Complainant's Exhibit A", and is prayed to be taken as a part hereof.

2. That the complainant fulfilled this part of the contract and supplied and delivered to the aforesaid location the lumber, nails, necessary as shown on an itemized statement attached to and made a part of the mechanic's lien claim of the complainant, duly filed and recorded among the Mechanics Lien Records in Anne Arundel County, Maryland, in J.H.H. 9, folio 231, the original of which is filed herewith, marked "Complainant's Exhibit B", and is prayed to be taken as a part hereof.

3. That the aforesaid materials were furnished by the complainant less than six months before the filing of the Mechanic's Lien claim as aforesaid.

4. That the respondents, Roland V. Calvert and Evelyn A. Calvert have failed, and refused, to pay the amount due the complainant as aforesaid; namely, the sum of $ 1203.77 and interest from Jan 14, 1949.

5. That the Arundel Federal Loan Association are the record holders of two mortgages covering the aforementioned property and improvements, one recorded among the Land Records of this Court, in Liber J.H.H. 203, folio 36, and a second, dated December 26th, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 506, folio 3. The balance of said mortgages and the balance due thereon have priority to your complainants' mechanic's lien hereby sought to be foreclosed.

TO THE END THEREFORE:

(a) That a decree may be passed by this Honorable Court for the sale of the property described in said lien claim and that the proceeds thereof may be applied to the payment of the claim of such lienors and others who may be entitled to the same under the order and direction of the Court.

(b) That your orator may have such other and further relief as its case may require.

May it please your Honors to grant unto your orator the Writ of Subpoena directed to Roland V. Calvert and Evelyn A. Calvert, his wife, Bayside Beach, Anne Arundel County, Maryland, and the Arundel Federal Loan Association, a body corporate, 419 Patapsco Avenue, Baltimore, Maryland, commanding them to be and appear in this Court on some certain day to be named therein, and answer the premises and abide by and perform such orders and decrees as may be passed therein.

And as in duty bound, etc.

[signature]
Solicitor for Complainant

BOOK 149 PAGE 214

Atlantic Mill & Lumber Company, Inc. a body corporate Foot of Caroline Street Baltimore, Maryland	::	
Vs.	::	
Roland V. Calvert and Evelyn A. Calvert, his wife Bayside Beach Anne Arundel County, Maryland	::	IN THE CIRCUIT COURT
Arundel Federal Savings and Loan Association of Baltimore City a body corporate 419 Patapsco Avenue Baltimore, Maryland	::	FOR ANNE ARUNDEL COUNTY EQUITY NO. 10266

Filed 15th day of 1951

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of the Arundel Federal Savings and Loan Association of Baltimore City, a body corporate, duly incorporated, by Irving H. Mezger, its Solicitor, to the Bill of Complaint heretofore filed against it in these proceedings respectfully says:

FIRST: That this respondent having no direct knowledge of the facts set forth in the first, second, third, and fourth allegations of said Bill of Complaint other then the fact that Roland V. Calvert and Evelyn A. Calvert, his wife, are the owners of a certain lot of ground containing Five and Six One-Hundredths (5.06) acres of land at Bayside Beach, Anne Arundel County, Maryland, under the Deed as set forth, neither admits or denies the allegations as contained in the first, second, third, and fourth paragraphs of said Bill of Complaint other then herein excepted and which fact is admitted.

SECOND: That this respondent admits that it is the holder of a duly executed mortgage from Roland V. Calvert and Evelyn A. Calvert, his wife, dated December 22nd, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 506, Folio 3, etc., covering the property and improvements referred to in the said Bill of Complaint, and more specifically described in said mortgage, which mortgage was in the original sum of Forty-five Hundred ($4500.00) Dollars of which there is an unpaid balance of Four Thousand One Hundred Twenty-one Dollars and Fifty-three Cents ($4121.53) with a credit in the expense account under said mortgage of Fifteen Dollars

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

3

and Fourteen Cents ($15.14) and which mortgage constitutes a first lien on the said property and improvements. Further answering said allegations that the first mortgage referred to in said Bill of Complaint was paid in full and released sometime during the year of 1939.

Having fully asnwered said Bill of Complaint, this respondent prays that it may be hence dismissed with its usual costs.

And as in duty bound, etc.,

Irving H. Mezger
Solicitor for the Respondent

I hereby certify that a copy of the foregoing Answer to Bill of Complaint was mailed to Louis M. Strauss, Solicitor for the Complainant, Towns-Worth Building, Annapolis, Maryland, this 14th day of August, 1951.

Irving H. Mezger

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

BOOK 149 PAGE 216

ATLANTIC MILL & LUMBER COMPANY, INC., a body corporate	+	IN THE CIRCUIT COURT FOR
V:	+	ANNE ARUNDEL COUNTY
ROLAND V. CALVERT et al	+	NO. 10,266 EQUITY
	+	

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

ORDER TO ENTER APPEARANCE

MR. CLERK:

Please enter the appearance of Smith, Wohlgemuth and Westcott in the above entitled cause of action for the Mechanic's Lien Claimant, ATLANTIC MILL & LUMBER COMPANY, INC.

SMITH, WOHLGEMUTH AND WESTCOTT

BY: Allan C. Westcott

Allan C. Westcott
Four Church Circle
Annapolis, Maryland
Telephone: COlonial 3-2646

Attorneys for Plaintiff

LAW OFFICES
SMITH, WOHLGEMUTH
& WESTCOTT
Four Church Circle
Annapolis, Maryland

FILED

1952 OCT 16 AM 11:09

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BOOK 149 PAGE 217

ATLANTIC MILL & LUMBER COMPANY, INC., a body corporate	+	IN THE CIRCUIT COURT FOR
V:	+	ANNE ARUNDEL COUNTY
ROLAND V. CALVERT, et al	+	NO. 10,266 EQUITY

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

AFFIDAVIT OF
NON-MILITARY SERVICE

STATE OF MARYLAND,
ANNE ARUNDEL COUNTY,
TO WIT:

I HEREBY CERTIFY that on this 16th day of October, 1962, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ALLAN C. WESTCOTT, attorney for ATLANTIC MILL & LUMBER COMPANY, INC., a body corporate, Complainant, in the above entitled cause, and made oath in due form of law that the Defendants, ROLAND V. CALVERT and EVELYN A. CALVERT, his wife, are not in the Military Service of the United States of America, and reside at Bayside Beach, Anne Arundel County, Maryland, and are engaged in civilian pursuits or occupations.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my Notarial Seal, this 16th day of October, 1962.

Virginia W. Cronin
, Notary Public

MY COMMISSION EXPIRES MAY 6, 1963

LAW OFFICES
SMITH, WOHLGEMUTH
& WESTCOTT
Four Church Circle
Annapolis, Maryland

4

BOOK 149 PAGE 218

ATLANTIC MILL & LUMBER COMPANY, INC., a body corporate + IN THE CIRCUIT COURT FOR

V: + ANNE ARUNDEL COUNTY

ROLAND V. CALVERT, et al + NO. 10,266 EQUITY

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

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

ATLANTIC MILL & LUMBER COMPANY, INC., a body corporate, Complainant, by Louis M. Strauss and Allan C. Westcott, his solicitors, respectfully show unto this Honorable Court, that the Respondent, ROLAND V. CALVERT and EVELYN A. CALVERT, his wife, having been duly summoned in proper manner by the Sheriff of Anne Arundel County, have failed to appear, answer or plea to the Bill of Complaint in this cause within the time allowed by law or Rule of Court, and the Complainant therefore petitions the Court to order the Bill of Complaint be taken Pro Confesso as against the named Respondents and that this cause shall be proceeded with ex parte as against them.

Allan C. Westcott

Allan C. Westcott

Solicitor for Complainant

+ + ORDER OF COURT + +

IT APPEARING from the proceedings in this cause that the Writ of Summons heretofore issued against the Respondents, ROLAND V. CALVERT and EVELYN A. CALVERT, his wife, having been duly served and returned "Summons"; and the said Respondents having failed to comply therewith by appearing or filing their defense within the time allowed, it is, thereupon, this 17th day of October, 1962, by the Circuit Court for Anne Arundel County, In Equity, ADJUDGED, ORDERED and DECREED: That the Bill of Complaint be, and the same is hereby, taken pro confesso against the Respondents, ROLAND V. CALVERT and EVELYN A. CALVERT, his wife.

FILED

1962 OCT 17 PM 4:12

LAW OFFICES
SMITH, WOHLGEMUTH
& WESTCOTT
Four Church Circle
Annapolis, Maryland

BOOK 149 PAGE 219

AND IT IS FURTHER ORDERED: That leave be, and the same is hereby, granted to the Complainant to take testimony before any one of the standing examiners of this Court in support of the allegations of the said Bill of Complaint, upon due notice to the Defendants.

J. Barris Duckett

JUDGE

LAW OFFICES
SMITH, WOHLGEMUTH
& WESTCOTT
Four Church Circle
Annapolis, Maryland

ATLANTIC MILL & LUMBER COMPANY, INC., a body corporate	+	IN THE CIRCUIT COURT FOR
V:	+	ANNE ARUNDEL COUNTY
ROLAND V. CALVERT, et al	+	NO. 10,266 EQUITY

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

ORDER TO STRIKE APPEARANCE

MR. CLERK:

Please strike the appearance of Smith, Wohlgemuth and Westcott in the above entitled cause of action for the Mechanic's Lien Claimant, ATLANTIC MILL & LUMBER COMPANY, INC.

SMITH, WOHLGEMUTH AND WESTCOTT

BY: Malcolm B. Smith

Malcolm B. Smith
Four Church Circle
Annapolis, Maryland
Telephone: COlonial 3-2646

FILED

1963 JAN 10 PM 1:14

9

ATLANTIC MILL & LUMBER COMPANY, INC., a body corporate	+	IN THE CIRCUIT COURT FOR
V:	+	ANNE ARUNDEL COUNTY
ROLAND V. CALVERT, et al	+	NO. 10,266 EQUITY

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

ORDER TO ENTER APPEARANCE

MR. CLERK:

Please enter the appearance of Allan C. Westcott in the above entitled cause of action for the Mechanic's Lien Claimant, ATLANTIC MILL & LUMBER COMPANY, INC.

Allan C. Westcott
Four Church Circle
Annapolis, Maryland
Telephone: COlonial 3-2646

Attorney for Plaintiff

FILED

JAN 10 PM 1:14

10

ATLANTIC MILL & LUMBER CO.,INC.	:	IN
Plaintiff	:	THE CIRCUIT COURT
vs.	:	FOR
ROLAND V. CALVERT, et al	:	ANNE ARUNDEL COUNTY
Defendant	:	NO. 10,266 EQUITY

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

TESTIMONY TAKEN ON BEHALF OF THE PLAINTIFF

January 17, 1963

Present:

Mr. Allan C. Westcott, Solicitor for Plaintiff

Mr. Malcolm B. Smith, Court Examiner & Master

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Allan C. Westcott, pages 2 - 3

Sidney Meyer, pages 4 - 5

FILED

1962 JAN 30 PM

Allan C. Westcott, a witness of lawful age, being first duly sworn, deposes and says:

A. I would first like to submit for the record, a letter to Roland V. Calvert and wife, dated January 9, 1963, sent certified mail and the receipt.

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

A. Next is a letter to Glen Burnie Savings and Loan Association dated January 9, 1963 enclosing copy of decree pro confesso and advising of these proceedings, and I wish to state that Mr. John Demyan spoke to me on this matter in person, acknowledging receipt of this information and he was given notice of it and he did not state whether he would be present but indicated that he might not be.

(LETTER FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

A. I would like to make reference to the Deed in the file, recorded in F.A.M. - J.H.H. 194, folio 330, indicating transfer of the property in this case from Charles H. Calvert, Sr., and wife, to Roland V. Calvert and wife as tenants by the entireties.

(DEED FILED HEREWITH MARKED EXAMINER'S EXHIBIT 3)

A. Now in reviewing the Land REcords of Anne Arundel County there has been one conveyance away from that particular property by Roland V. Calvert to the County Commissioners of Anne Arundel County, by Deed dated May 16, 1956, recorded in Liber G.T.C. 1096, folio 86, and it is part of a strip of land thirty feet wide in an arced distance of 447.08 feet.

We waive any claim to that property. There is a prior mortgage from Roland Calvert and wife to Arundel Federal Savings & Loan Association in Baltimore City, dated December 22, 1948, recorded in Liber J.HH. 506, folio 3, in the principal amount of $4500.00 at 6%. That mortgage by a subsequent assignment, the last of which is in G,T.C. 1179, folio 192, dated January 6, 1958. The above mentioned mortgage was assigned to Glen Burnie Savings & Loan Association of Anne Arundel County. The following is a record judgment or claim against Mr. and Mrs. Calvert. The claim of Atlantic Mill and Lumber Company,according to my investigation of the Land REcords, there are no claims prior to that of Atlantic Mill and Lumber Company, excepting the mortgage now held by Glen Burnie Savings & Loan, and Roland V. Calvert and wife are still record title holders.

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 Allen C. Watkins

Sidney Meyer, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Westcott)

1. Mr. Meyer, state your name and address and occupation?

A. Sidney Meyer, President Atlantic Mill and Lumber Company, Inc., 800 block S. Caroline Street, Baltimore 31.

2. Do you have under your supervision and control the accounting records of Atlantic Mill and Lumber Company?

A. Yes, I do.

3. According to those records do you have an account in the name of Roland V. Calvert and Evelyn A. Calvert?

A. Yes.

4. Now without going into detail at this point what is the amount due in that acccount?

A. $1203.77.

5. This is a statement of the current amount?

A. That is a statement of the current amount without any interest.

6. Without interest?

A. That's right.

7. Have there been any payments made on this account since mechanic's lien claim was filed?

A. None at all.

8. Now do you have records with you indicating where this material was delivered?

A. Yes, I do; two deliveries which constitute the entire claim.

9. And these deliveries show that the material was delivered

15

where?

A. North side of Bayside Beach Road, three quarters of a mile from Fort Smallwood Road on the property of R. V. and Evelyn A. Calvert.

10. On what date?

A. January the 7th, 1949 and January 14th, 1949.

11. Do your records indicate that there have been any payments on this account?

A. No, there are no payments against this account.

(Mr. Smith)

1. Are these delivery tickets signed by Mr. or Mrs. Calvert or both?

A. Yes, they are signed by Mr. Calvert, both of them are.

2. Now would you examine the bill of particulars with the mechanic's lien claim and tell us whether or not these are the same materials listed on those delivery tickets?

A. Yes, they are.

3. And they were delivered to the property referred to in the mechanic's lien claim?

A. That is correct.

(MECHANIC'S LIEN CLAIM FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 4)

QUESTION BY THE EXAMINER:

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

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

Answer. . . No. . . . . .

Signature Sidney J Meyer . . . . . .

17

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.

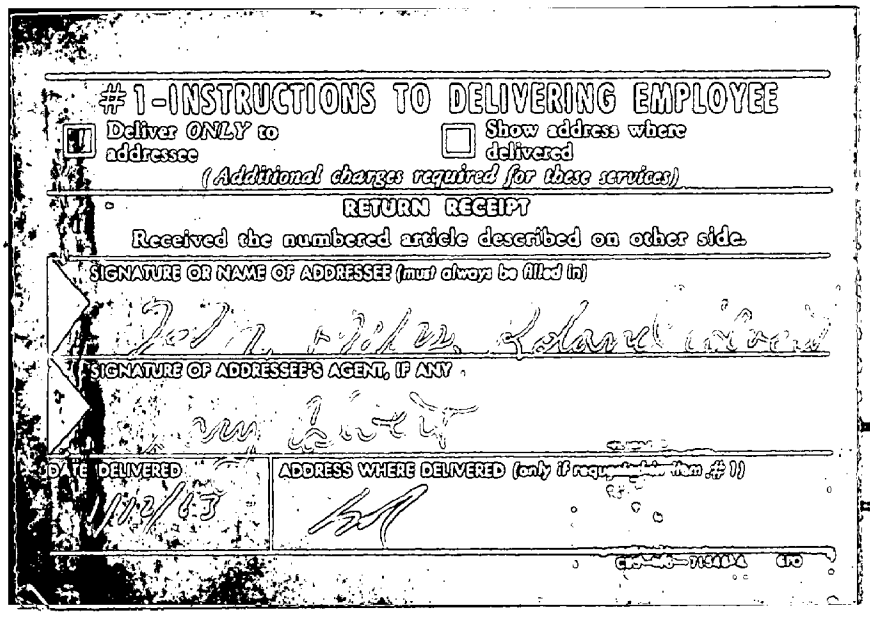
Witness my hand and seal this 30th day of January, 1963.

Malcolm B. Smith, Examiner (SEAL)

M.S. $25.00

S.M. $10.00 Pd

18


#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: 1/12/63

ADDRESS WHERE DELIVERED (only if requested from #1)

P.O. Box 28

3-2646

BOOK 149 PAGE 230

January 9, 1963

Sent by Certified Mail
Return Receipt Requested

Mr. and Mrs. Roland V. Calvert
Bayside Beach
Anne Arundel County, Maryland

Dear Mr. and Mrs. Calvert:

I represent the Atlantic Mill and Lumber Company, Inc., with reference to its claim against your property for materials furnished during the erection of improvements thereon in 1949. By letter dated October 16, 1962, sent by Certified Mail and again by letter dated November 8, 1962, sent by regular mail, I advised you that foreclosure proceedings on the mechanic's lien of the Company instituted in July, 1951, are now being carried forward. By Order of Court dated October 17, 1962, leave has been granted to take testimony in these proceedings before a Master in Equity to substantiate the allegations in the Bill of Complaint to foreclose the mechanic's lien, there having been no answer filed to this Complaint by yourselves.

You are hereby notified that testimony in the case of Atlantic Mill and Lumber Company, Inc., a body corporate versus Roland V. Calvert, et al, No. 10,266 Equity will be taken before Malcolm B. Smith, Master in Equity, in the Court Stenographer's Room of the Anne Arundel County Court House at Annapolis, at 3:30 P.M., on Thursday, January 17, 1963. You are entitled to be present, in person or through counsel, at the taking of this testimony, although your presence is not required for the validity of the proceedings.

Very truly yours,

ACW:c

Allan C. Westcott

Examiner's Exh. #1
Atlantic Mill vs. Calvert
#10,266 Equity
Malcolm B. Smith, Examiner

FILED
1962 JAN 30 PM

19

P.O. Box 28

3-2646

BOOK 149 PAGE 231

January 9, 1963

Glen Burnie Savings and Loan Association
1 Greenway, S.E.
Glen Burnie, Maryland

Re: Atlantic Mill & Lumber Co., Inc., a body borporate v: Roland V. Calvert and wife and Arundel Federal Savings and Loan Association of Baltimore City, a body corporate

Gentlemen:

Enclosed please find a copy of the Petition for a Decree Pro Confesso as against Roland V. Calvert and wife in the above entitled case, together with a notice to Mr. and Mrs. Calvert that testimony will be taken to substantiate the allegations in the Bill of Complaint to foreclose mechanic's lien claim filed against the property of the Defendants July, 1951.

The Land Records of Anne Arundel County show that Glen Burnie Savings and Loan Association is the holder of a certain mortgage from Mr. and Mrs. Calvert by a series of assignments from Arundel Federal Savings and Loan Association, the last of which is dated January 6, 1958 from Joseph D. Groh and wife to Glen Burnie Savings and Loan Association recorded in Liber G.T.C. No. 1179, folio 192.

This letter is to advise you of these proceedings in the event that you may at this time desire to re-affirm the prior lien of the mortgage to the property in question. The priority of the mortgage aforesaid recorded in Liber J.H.H. No. 506, folio 3, was acknowledged in the Bill of Complaint filed on behalf of Atlantic Mill and Lumber Company, Inc.

The taking of testimony in the above case will be held before Malcolm B. Smith, Examiner in the Court Stenographer's Office of the Anne Arundel County Court House, at Annapolis, on Thursday, January 17, 1963, at 3:30 P.M. Should you not deem it necessary to be present at that time, I will keep you advised of further proceedings in this case.

Very truly yours,

Allan C. Westcott

ACW:c
Encls.

Examiner's Exh. #2
Atlantic Mill vs. Calvert
#10,266 Equity
Malcolm B. Smith
Examiner

FILED
1962 JAN 30 PM

THIS DEED, MADE, this 26th day of January, in the year nineteen hundred and thirty-nine, by and between Charles H. Calvert, Sr., and Annie V. Calvert, his wife, parties of the first part, and Roland V. Calvert and Evelyn A. Calvert, his wife, parties of the second part, all of Anne Arundel County, State of Maryland.

WITNESSETH: That for and in consideration of the natural love and affection, which the said Charles H. Calvert, Sr. and Annie V. Calvert, his wife, has and bears for the said Roland V. Calvert, their son, and in further consideration of the sum of Five ($5.00) Dollars and other good and valuable considerations, paid by the said parties of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said Charles H. Calvert _ and Annie V. Calvert, his wife, do hereby grant and convey unto Roland V. Calvert and Evelyn A. Calvert, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

ALL that lot, piece or parcel of ground, situate, lying and being in the Third Election District, Anne Arundel County, Maryland and described as follows:

BEGINNING for the same at a pipe set on the North 77 degrees East 116.1 perch line of the conveyance from Oliver Calvert, et al. to Charles H. and Annie V. Calvert, as recorded in Liber W. N. W. No. 73, folio 148, etc., on the 25th day of November, 1923, which point of beginning is, as now surveyed, South 81 degrees 20 minutes West 426.0 feet from a stone at the end of said line; thence with said line, as corrected for variation, South 81 degrees 20 minutes West 635.7 feet to the center of the Bay Side Beach County Road; thence running with and bounding on said road, South 49 degrees 52 minutes East 922.8 feet to a point in the center of same; thence leaving said road North 6 degrees 24 ninutes West 694.5 feet to the beginning. Containing 5.06 acres more or less, according to a survey by Edward Hall, Jr. County Surveyor, on January 25th, 1939.

BEING a part of the same property which was conveyed to Charles H. Calvert Sr., and wife, by Oliver Calvert, et al. by deed dated November 25, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 73, folio 148.

Complainant's "Exhibit A" Filed 11 July, 1951

FILED 1962 JAN 30 PM 2:

21

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

TO HAVE AND TO HOLD the above described property unto and to theproper use and benefit of them, the said Roland V. Calvert and Evelyn A. Calvert, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they will warrant specially the property hereby conveyed and that they will execute such other and further assurances of the same as may be necessary.

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

Witness: Charles H. Calvert, Sr., (Seal)

Lucille H. Musterman. Annie V. Calvert (Seal)

State of Maryland, Anne Arundel County, to Wit:

I hereby certify, that on this 30th day of January 1939, before me the subscriber a Notary Public of the State of Maryland, in and for the County - - - - - aforesaid, personally appeared Charles H. Calvert, Sr., and Annie V. Calvert, his wife. and each acknowledged the aforegoing deed to be their respective act and deed.

As witness my hand and seal Notarial.

Lucille H. Musterman

(Notarial Seal) Notary Public.

Recorded 31st January 1939, at 3:35 P. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoin Deed was truly taken and copied from Liber J. H. H. No. 194, folio 330. one of the Land Record Books for Anne Arundel County.

Examiner's Exh #3
Atlantic Mill vs. Calvert
#10,266 Equity
Malcolm Smith,
Examiner

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 11th day of July, A. D. 1951.

John H. Robbins 3rd Clerk.

Atlantic Mill and Lumber Company, Inc.
a body Corporate

vs

R. V Calvert
Evelyn A Calvert, his wife

Mechanic's Lien Docket

In the

Circuit Court For Anne

Arundel County

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

MECHANIC'S LIEN CLAIM

Atlantic Mill and Lumber Company, a body Corporate of the State of Maryland a Material Supply Company, claims to have a mechanic's lien as well against the house situated on the parcel of ground hereinafter described , in the Third Election District of Anne Arundel County, Maryland. as well as against the parcel of ground upon which same is erected and the curtilage adjacent thereto and used in connection therewith, for the sum of $1203.77 and interest from January 14, 1949., due and payable to it for labor and materials in and upon said house , within six months past last, for R.V. Calvert and Evelyn A Calvert, his wife, . the owner or reputed owners of said house , the nature and details of which work, materials are particularly set out in the subjoined itemized account, filed herewith as a part of this lien claim. The said House upon which labor and materials were supplied fronts on Bayside Beach County Road, is 1½ stories in height and built upon a tract of land facing said Bay Side Beach County road 922.8 feet with side dimensions of depth ~~sides~~ set out by metes and bounds in a deed dated January 26, 1939., and recorded among the land records of Anne Arundel County in Liber No. 194 folio 330.

And the said Atlantic Mill and Lumber Company., Inc., hereby directs the Clerk of the Circuit Court for Anne Arundel County to file and record this claim in accordance with the provisions of the Code of Public General Laws, relating to the liens of mechanics and others.

Atlantic Mill and Lumber Company, Inc.

Sidney Meyer Sidney Meyer Pres.

Louis M Strauss

Louis M Strauss, Atty. for Claimant.

Examiner's Exh. #1
Atlantic Mill vs. Calvert
#10,266 Equity
Malcolm B. Smith, Examiner

FILED
1962 JAN 30 PM 6:50

Filed 7 July 1951
Complainant's Exhibit B

ATLANTIC MILL AND LUMBER COMPANY Inc.

Lumber and Mill Work

BOOK 149 PAGE 235

OFFICE, YARD AND MILL:—DOCK, BLOCK AND WILLS STS.

BALTIMORE, MD.

Your Order No.

Date July 6, 1949

Your Req. No.

SOLD TO R.V. Calvert & Evelyn A Calvert

Ship Via

Terms: Cash

Address Pasadena R.F.D. 2, Maryland

		Delivered to North Side of Bayside Beach Road - 3/4 of a mile from Fort Smallwood Road.			
1/7/49		Delivery ticket #61681-2-3			
	3	Pcs. 2 x 8 - 14/0 YP D2E			
	12	Pcs. 2 x 8 - 12/0 YP D2E			
	12	Pcs. 2 x 8 - 10/0 YP D2E			
	20	Pcs. 2 x 6 - 14/0 YP D4S			
	36	Pcs. 2 x 6 - 10/0 YP D4S			
	20	Pcs. 2 x 4 - 14/0 YP D4S			
	150	Pcs. 2 x 4 - 8/0 YP D4S			
	3	Pcs. 4 x 4 - 8/0 #1com Fir D4S			
	1	Lally Column 6/6			
	8	Sqs. 3/1 Sq. Butt Asphalt Shingles Green			
	2	Bundles 16" Wood Shingles			
	3	Sqs. Rubberoid Asbestos Shingles White			
	3	Rolls 15# Felt			
	1	Roll Slate Surface Roofing Green			
	8	Pcs. 1 x 8 - 12/0 C1 WP D4S			
	8	Pcs. 1 x 6 - 12/0 C1 WP D4S			
	30	Lin. Ft. Sanitary Top Mldg.			
	60	Lin. Ft. 3/4 - Quarter Round Mldg.			
	1	Metal Louvre			
	1	Pce. 5/4 x 10- 10/0 C1 YP D4S			
	1	Pce. 5/4 x 5 - 12/0 C1 YP D4S			
	1	Keg 8d Common Wire Nails			
	2	Gal. O.S. White Paint			
	1600	Sq. Ft. 1 x 10 Sqr. Edge Shtg.			
		Quotation		512 30	
		Sales Tax		10 25	
					522 55
1/14/49		Delivery ticket #61736-7-8			
	400	Sq. Ft. 1 x 3 B & Btr YP Flg			
	800	Sq. Ft. 16" Blankets			
	38	Pcs. 4/0 x 8/0 Sheetrock RE			
	9	Pcs. 4/0 x 8/0 Cement Asbestos Board			
	130	Lin. Ft. 1 x 4 C1 WP D4S			
	100	Lin. Ft. Sanitary Top Mldg.			
	150	Lin. Ft. Sanitary Shoe Mldg.			
	3	Pcs. 1 x 5 - 16/0 C1 WP D4S			
	3	Pcs. Wd. Stool - 8/0			
	204	Lin. Ft. 4" Sanitary Casing			
	3	Doors 2/6 x 6/6 - 1-3/8" 2 Panel			
	1	25 lb. Package Sheetrock Filler & Tape			
	4	Col. Mortise Lock Sets S.B.			
	4	Pr. 3½ x 3½ L.P. Butts			
	1	Comb. Door Lock Set			
	10	Lin. Ft. 1-3/8" Whole Round			
	9	Pcs. 4/0 x 8/0 - 3/4" Sanded Plywood G2S			
	2	Pcs. 4/0 x 8/0 - 1/2" Sanded Plywood			
	2	Pcs. 4/0 x 8/0 - 1/4" Sanded Plywood			
	10	Pcs. 1 x 12 - 8/0 C1 WP D4S			
	2	SB Wd. Frames 3/4½ x 4/6¼ - 5" Jamb			
	2	Wd. Sash 3/4½ x 4/6 - 1-3/8" 3/1 Lts. Glz.			
	1	Door Frame 2/8 x 6/8 - 5" Jamb			

ATLANTIC MILL AND LUMBER COMPANY, Inc.

Lumber and Mill Work

OFFICE, YARD AND MILL:—DOCK, BLOCK AND WILLS STS. BOOK 149 PAGE 236

BALTIMORE, MD.

Your Order No.

Date July 6, 1949

Your Req. No.

SOLD TO R.V. Calvert & Evelyn A. Calvert

Ship Via

Terms: Cash

Address Pasadena R.F.D. 2, Maryland

	Page 2		
1	Door 2/8 x 6/8 - 1-3/8" 15 Lt. Glzd.		
1	Comb. Door 2/8½ x 6/9 - 1-1/8" Glzd. & Wired		
2	Storm Sash 3/4½ x 4/7½ - 1-1/8" 2 Lts. Glzd.		
1	Storm Sash 2/4½ x 3/11½ - 1-1/8" 2 Lts. Glzd.		
2	Storm Sash 2/0½ x 3/3½ - 1-1/8" 2 Lts. Glzd.		
2	Sets Weights and Cords		
	Quotation	667 86	
	Sales Tax	13 36	
			681 22
	TOTAL		1,203 77

Mechanic's Lien

Atlantic Mill and Lumber Co. Inc.

vs

R.V. Calvert

Evelyn A Calvert

Lien Claim $1203.77

Mr. Clerk:

Please record etc.,

Atty. for Claimant.

Received for Record ... Day of ... 194... at ... o'clock ... M. and the same duly recorded in Liber J.H.H., No. 2 Fol. 234 Land Records of Anne Arundel County.

Clerk

LOUIS M. STRAUSS
ATTORNEY-AT-LAW
ANNAPOLIS, MD.

25

BOOK 149 PAGE 237

ATLANTIC MILL & LUMBER CO., INC.	+	IN THE CIRCUIT COURT FOR
Plaintiff	+	ANNE ARUNDEL COUNTY
V:		
ROLAND V. CALVERT, et al	+	
Defendants	+	NO. 10,266 EQUITY

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

REPORT OF EXAMINER AND MASTER

Bill of Complaint filed July 7, 1951 for foreclosure of Mechanic's Lien seeking decree ordering sale of property. A prior Mortgage holder is also made a Defendant.

The Defendant property owners were summoned August 2, 1951 and failed to file an answer or other pleading. A Decree Pro Confesso was entered against them on October 17, 1962, after a Military Affidavit was filed. The answer of the Mortgagee Defendant was filed August 15, 1951.

Testimony was taken on January 17, 1963 after notice having been given to all Defendants, and all Defendants failed to appear, in person or through counsel.

Ownership of the property is proven; filing of the Mechanic's Lien claim within six (6) months of the date of furnishing the materials is proven; the evidence shows that the materials were delivered to the property in question for the construction of a dwelling house and that the amount claimed is due and owing and unpaid, and no security has been given therefor.

The case will be ready for Decree ten (10) days from the date of the filing of this Report, and the attached form of Decree is recommended.

The fee of the Examiner and Master is $25.00.

MALCOLM B. SMITH
EXAMINER AND MASTER

FILED
1962 JAN 30 PM 6:50

24

ATLANTIC MILL & LUMBER CO., INC.	+	IN THE CIRCUIT COURT FOR
Plaintiff	+	ANNE ARUNDEL COUNTY
V:		
ROLAND V. CALVERT, et al	+	NO. 10,266 EQUITY
Defendants	+	

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

D E C R E E

THIS cause coming on for hearing and being submitted, testimony having been taken before a standing Examiner of this Court, his Report and the proceedings were read and considered.

IT IS, THEREUPON, this 13th day of February, 1963, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED: That there is due and owing to the Plaintiff, ATLANTIC MILL & LUMBER CO., INC., from ROLAND V. CALVERT and EVELYN A. CALVERT, his wife, the sum of ONE THOUSAND, TWO HUNDRED, THREE DOLLARS and SEVENTY-SEVEN CENTS ($1,203.77) with interest from July 8, 1949, for materials furnished and used in connection with the construction of certain improvements upon the property mentioned in these proceedings.

AND IT IS FURTHER ADJUDGED, ORDERED and DECREED: That unless the amount found to be due as aforesaid is paid on or before the 30th day next following the date of this Decree, that the property mentioned in these proceedings be sold, subject to the legal operation and effect of the Mortgage now held by GLEN BURNIE SAVINGS AND LOAN ASSOCIATION, and that Louis M. Strauss and Allan C. Westcott 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 the Court a bond to the State of Maryland executed by themselves and a surety or sureties to be approved by this Court or the Clerk thereof, in the penalty of FIVE THOUSAND DOLLARS ($5,000.00), 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 these premises. They shall then proceed to make the sale, upon

giving notice by advertisement in the manner set forth in Rule BR 3 b. of the Maryland Rules of Procedure, the terms of said sale which shall be a deposit of FIVE HUNDRED DOLLARS ($500.00) of the amount of the purchase money to be paid in cash on the day of sale, and the balance upon final ratification of such sale by this Court, or all cash at the option of the purchaser or purchasers, any deferred payment to bear interest from the day of sale; and as soon as may be convenient after said sale, and in no event more than thirty (30) days after the date thereof, the Trustees shall render to this Court a full and particular report of the proceedings relative to such sale, together with an affidavit of the fairness of the said sale and of the truth of the report annexed thereto. And upon ratification of such sale by this Court, and upon payment of the whole purchase money, and not before, the said Trustees, by a good and sufficient deed to be executed and acknowledged agreeable to law, shall convey to the purchaser or purchasers of said property, and to his, her, or their heirs, the property so sold, free, clear and discharged of all claims of the Plaintiff and the said ROLAND V. CALVERT and EVELYN A. CALVERT, his wife, and of any persons claiming by, from or under them, or any of them, but subject to the aforesaid Mortgage to GLEN BURNIE SAVINGS AND LOAN ASSOCIATION.

AND the said Trustees shall bring into this Court the money arising from said sale, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such attorneys' fees and commissions to the said Trustees as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

J. Bruce Dunkelt

JUDGE

FILED

1963 FEB 13 PM 2:29

28

G 22056

BOOK 149 PAGE 240
BOOK 12 PAGE 32

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

Equity #10,266

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Louis M. Strauss and Allan C. Westcott **of Anne Arundel County, State of Maryland, 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, administrators and assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this** 25th **day of** April , 19 63 .

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled Atlantic Mill & Lumber Co., Inc. vs. Roland V. Calvert, etal **dated** 2/13/63 Louis M. Strauss and Allan C. Westcott - - - - - - **were appointed Trustees to make sale of the property described in said proceedings, and the said** Louis M. Strauss and Allan C. Westcott - - - - - - **are 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 do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Ethel M. Carle

Ethel M. Carle

Louis M. Strauss (SEAL)

Louis M. Strauss

Allan C. Westcott (SEAL)

Allan C. Westcott

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV

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

SURETY

Bond approved this 25th day of April, 1963

Louis N. Phipps Clerk

FILED

1963 APR 25 PM 4:31

29

ALLAN C. WESTCOTT
Four Church [illegible]
Annapolis, Mar[illegible]d
LOUIS M. STRAUSS
124 South Street
Annapolis, Maryland
Attorneys

Trustee's Sale

Of 5.06 Acres More or Less Valuable Fee Simple Improved Property

BAYSIDE BEACH ROAD
THIRD DISTRICT
A. A. COUNTY, MARYLAND

By virtue of a Decree of the Circuit Court for Anne Arundel County, in No. 10,266 Equity, the undersigned Trustees will sell at public auction, at the Court House Door (Church Circle) in Annapolis, on

Thurs., May 16, 1963 at 10:00 o'clock A.M.

All that lot, piece or parcel of ground situate in the Third Election District of Anne Arundel County and described as follows:

BEGINNING for the same at a pipe set on the N 77 degrees East 116.1 perch line of the conveyance from Oliver Calvert, et al to Charles H. and Annie V. Calvert, as recorded in Liber W.N.W. No. 73, folio 148, etc., on the 25th day of November, 1923; which point of beginning is, as now surveyed, S 81 degrees 20' West 426.0 feet from a stone at the end of said line; thence with said line, as corrected for variation, S 81 degrees 20' West 635.7 feet to the center of the Bay Side Beach County Road; thence running with and bounding on said road, S 49 degrees 52' East 922.8 feet to a point in the center of same; thence leaving said road N 6 degrees 24' West 694.5 feet to the beginning, containing 5.06 acres more or less, according to a survey by Edward Hall, Jr.,

30 No.

OFFICE OF

Evening Capital

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

BOOK 149 PAGE 241

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 4, 1963

We hereby certify, that the annexed

Trustee's Sale
Bayside Beach Road
Eq. 10,266

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of May, 1963. The first insertion being made the 24th day of April, 1963

FILED
1963 MAY 14 PM 1:14

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

County Surveyor, on January 25, 1939; and being the same property conveyed to Roland V. Calvert and Evelyn A. Calvert, his wife, by Charles H. Calvert, Sr. and Anna V. Calvert, his wife, by Deed dated January 26, 1939, and recorded among the Land Records of Anne Arundel County in Liber F.A.M./J.H.H. No. 194, folio 330.

SUBJECT, HOWEVER, to the legal operation and effect of a certain Mortgage to Arundel Federal Savings and Loan Association of Baltimore City, dated December 22, 1948, and recorded among the Land Records aforesaid in Liber J.H.H. No. 506, folio 3, said Mortgage being now held by Glen Burnie Savings and Loan Association

AND FURTHER subject to the force and effect of a certain Deed to the County Commissioners of Anne Arundel County dated May 6, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1096, folio 86.

THE ABOVE PROPERTY is improved by a one-and-one-half story dwelling.

TERMS OF SALE: $500.00 in cash, the balance to be paid upon final ratification of the sale by the Court, or all cash, at the option of the purchaser, any deferred payments to bear interest from the day of sale, all taxes and public charges to be adjusted to the date of sale.

FOR FURTHER PARTICULARS APPLY TO:

Louis M. Strouss
Allan C. Westcott
Trustees

ROBERT H. CAMPBELL
Auctioneer

M-11

BOOK 149 PAGE 243

ATLANTIC MILL AND LUMBER COMPANY, INC. + IN THE CIRCUIT COURT FOR

Plaintiff + ANNE ARUNDEL COUNTY

V: +

ROLAND V. CALVERT, et al + NO. 10,266 EQUITY

Defendants +

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of ALLAN C. WESTCOTT and LOUIS M. STRAUSS, Trustees appointed by the Decree of this Court to make sale of the real estate herein mentioned, respectfully shows: That after giving bond with security for the faithful discharge of their trust, as required by said Decree, and after giving notice of the time, place, manner and terms of sale by advertisement in The Evening Capital, a newspaper published in Anne Arundel County, said advertisement being for three successive weeks before the day of sale, they did, pursuant to said notice, attend at the Court House door in the City of Annapolis, Maryland, on Thursday, May 16, 1963, ten o'clock A.M., the time and place mentioned in said advertisement, and then and there offered the said property for sale at public auction; that the same was sold to Henry L. Hein, acting for himself and as agent for Caroline R. Hein, his wife, for the sum of SEVEN THOUSAND, THREE HUNDRED, FIFTY DOLLARS ($7,350.00), subject to the Mortgage balance as announced at said sale in the amount of FOURTEEN HUNDRED, EIGHTY-EIGHT DOLLARS and FORTY-ONE CENTS ($1,488.41) as of May, 1963, he being at that price the highest bidder; that the said purchaser has agreed to comply with the terms of sale, as shown by the Certificate of the purchaser and auctioneer filed herewith Marked Exhibit No. 1.

Respectfully submitted:

Allan C. Westcott

Louis M. Strauss

Trustees

FILED

1963 MAY 22 PM 2:05

31

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 22nd day of May, 1963, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ALLAN C. WESTCOTT and LOUIS M. STRAUSS, Trustees, and they made oath in due form of law that the matters and facts set forth in the aforesaid Report of Sale are true as therein stated, and that the said sale was fairly made.

AS WITNESS my hand and Notarial Seal:

Mildred F. Bean
, Notary Public

ORDER NISI

ATLANTIC MILL AND LUMBER COMPANY, INC.

versus

ROLAND V. CALVERT, ET AL

BOOK 149 PAGE 245

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,266 Equity

Ordered, this 22nd day of May, 19 63, That the sale of the property in these proceedings mentioned made and reported by Allan C. Westcott and Louis M. Strauss, Trustees

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

The report states that the amount of sale was $ 7,350.00

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

Allan C. Westcott, Atty.
(Final Order)

FOR: EVENING CAPITAL May 25th Edition

ATLANTIC MILL AND LUMBER COMPANY, INC.

versus

ROLAND V. CALVERT, ET AL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th day of June, 1963 that the sale made and reported by the 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 S. Evans
JUDGE.

FILED

1963 JUN 28 PM 3:10

43

ROBERT H. CAMPBELL - - - - Auctioneer

Louis M. Strauss
124 South Street
Annapolis, Maryland

Allan C. Westcott
Four Church Circle
Annapolis, Maryland

Attorneys

TRUSTEES' SALE

Of

5.06 Acres more or less

VALUABLE

FEE SIMPLE IMPROVED PROPERTY

BAYSIDE BEACH ROAD
THIRD DISTRICT, A.A. COUNTY, MARYLAND

By virtue of a Decree of the Circuit Court for Anne Arundel County, in No. 10,266 Equity, the undersigned Trustees will sell at public auction, at the Court House Door (Church Circle) in Annapolis, on

THURSDAY, MAY 16, 1963

AT Ten O'Clock A.M.

All that lot, piece or parcel of ground situate in the Third Election District of Anne Arundel County and described as follows:

BEGINNING for the same at a pipe set on the N 77° East 116.1 perch line of the conveyance from Oliver Calvert, et al, to Charles H. and Annie V. Calvert, as recorded in Liber W.N.W. No. 73, folio 148, etc., on the 25th day of November, 1923; which point of beginning is, as now surveyed, S 81° 20' West 426.0 feet from a stone at the end of said line; thence with said line, as corrected for variation, S 81° 20' West 635.7 feet to the center of the Bay Side Beach County Road; thence running with and bounding on said road, S 49° 52' East 922.8 feet to a point in the center of same; thence leaving said road N 6° 24' West 694.5 feet to the beginning, containing 5.06 acres more or less, according to a survey by Edward Hall, Jr., County Surveyor, on January 25, 1939; and being the same property conveyed to Roland V. Calvert and Evelyn A. Calvert, his wife, by Charles H. Calvert, Sr. and Anna V. Calvert, his wife, by Deed dated January 26, 1939, and recorded among the Land Records of Anne Arundel County in Liber F.A.M./J.H.H. No. 194, folio 330.

SUBJECT, HOWEVER, to the legal operation and effect of a certain Mortgage to Arundel Federal Savings and Loan Association of Baltimore City, dated December 22, 1948, and recorded among the Land Records aforesaid in Liber J.H.H. No. 506, folio 3, said Mortgage being now held by Glen Burnie Savings and Loan Association.

AND FURTHER SUBJECT to the force and effect of a certain Deed to the County Commissioners of Anne Arundel County dated May 16, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1096, folio 86.

THE ABOVE PROPERTY is improved by a one-and-one-half story dwelling.

TERMS OF SALE: $500.00 in cash, the balance to be paid upon final ratification of the sale by the Court, or all cash, at the option of the purchaser, any deferred payments to bear interest from the day of sale, all taxes and public charges to be adjusted to the date of sale.

FOR FURTHER PARTICULARS APPLY TO:

Louis M. Strauss
Allan C. Westcott
TRUSTEES

3t

BOOK 149 PAGE 247

I, Henry L. Hein & Caroline R. Hein hereby certify that I purchased at public auction on the 16th day of May, 1963, from Allan C. Westcott and Louis M. Strauss, Trustees, all that lot or parcel of ground and improvements described on the reverse side hereof, at and for the sum of Seventy-three Hundred Fifty Dollars ($ 7350.00), of which sum I have this day paid Four Hundred Dollars ($ 500.00). Subject to the Mortgage balance now amounting to Fourteen Hundred, Eighty-eight and 42/100 Dollars as of May, 1963

Henry L. Hein & Caroline R. Hein
Per H.L.Hein

I, Robert H. Campbell, hereby certify that I sold at public auction on this 16th day of May, 1963, for Allan C. Westcott and Louis M. Strauss, Trustees, to Henry L. Hein & Caroline R. Hein, all that lot or parcel of ground and improvements described on the reverse side hereof, at and for the sum of Seventy-Three Hundred Fifty Dollars ($ 7350.00), which was the highest bid received at the said sale. Subject to the Mortgage balance as announced of Fourteen Hundred Eighty-eight and 42/100 Dollars as of May, 1963

Robert H. Campbell

FILED
1963 MAY 24 AM 10:44

++ CERTIFICATE OF PURCHASER ++

I HEREBY CERTIFY that on the 16th day of May, 1963, I purchased the property described on the reverse side hereof at public auction at and for the sum of SEVEN THOUSAND, THREE HUNDRED, FIFTY DOLLARS ($7,350.00) subject to a certain prior Mortgage mentioned on the reverse hereof, the balance of which was announced prior to said sale.

AND I FURTHER CERTIFY:

(1) That I was acting on behalf of myself and as agent for Caroline R. Hein, my wife.

(2) That I, Henry L. Hein and Caroline R. Hein, my wife, are the only parties interested as principals.

(3) That I have not individually nor as agent for Caroline R. Hein, directly or indirectly discouraged anyone from bidding for said property.

Henry L. Hein
HENRY L. HEIN

Caroline R. Hein
CAROLINE R. HEIN
~~BY: HENRY L. HEIN, Agent~~

SUBSCRIBED and sworn to before me, this 23rd day of May, 1963:

Kathryn M Conboy
, NOTARY PUBLIC
Kathryn M. Conboy

FILED
1963 MAY 24 AM 10:44

34

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 10,266 Equity

ATLANTIC MILL AND LUMBER COMPANY, INC.
versus
ROLAND V. CALVERT, et al

Ordered, this 22nd day of May, 1963, That the sale of the property in these proceedings mentioned made and reported by Allen C. Westcott and Louis M. Strauss, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of June next.

The report states that the amount of sale was $7,350.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk

Ju-15

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 243

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 19, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 10,266

Roland V. Calvert, et al

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of June, 1963 The first insertion being made the 25th day of May, 1963

FILED JUN 19 PM 1:12

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

37 No. E. C. 2997

In the Case of

ATLANTIC MILL AND LUMBER CO., INC.

VS.

ROLAND V. CALVERT, EVELYN A. CALVERT, his wife,
ARUNDEL FEDERAL SAVINGS LOAN ASSOCIATION

In the

Circuit Court

For

Anne Arundel County

No. 10,266 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 OCT 4 PM 3:09

All of which is respectfully submitted.
October 4, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 22nd 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: [signature], deputy

FILED
1963 OCT 22 PM 1:43

38

39

BOOK 149 PAGE 251

Dr. ATLANTIC MILL AND LUMBER CO., INC. vs. ROLAND V. CALVERT, EVELYN A. CALVERT, HIS WIFE, ARUNDEL FEDERAL SAVINGS LOAN ASSOCIATION

In Acct. with LOUIS M. STRAUSS and ALLAN C. WESTCOTT, Trustees

					Cr.	
1963						
May	16	Proceeds of Sale	7,350	00		
		Interest on deferred payment of $6,850.00				
		from 5/16/63 to 9/25/63	148	63	7,498	63
					7,498	63
		To Trustees for Commissions, viz:	254	96	254	96
		To Trustees for Court Costs, viz;				
		Plaintiffs solicitors appearance fee	10	00		
		Defendants solicitors appearance fee	10	00		
		Clerk of Court - Court costs	75	00		
		Joseph C. Deegan - sheriffs costs	2	30		
		Joseph W. Alton, Jr. - sheriffs costs	2	90		
		Malcolm Smith - examiners fee	25	00		
		Shirley Miller - stenographers fee	10	00		
		Auditor - stating this account	30	00	165	20
		To Trustees for Expenses, viz:				
		Capital Gazette Press - advertising sale	72	18		
		Capital Gazette Press - Order nisi, sale	15	00		
		Speer Publications - handbills	19	57		
		Globe Indemnity Co. - bond premium	20	00		
		Robert H. Campbell - auctioneer's fee	60	00		
		1963 County and State taxes (adjusted) 1/1/63 to 5/16/63 and penalty	70	68		
		One-half cost documentary stamps	12	38		
		Mildred F. Bean - notary fees		50		
		Dorothy W. Cronin - notary fee		50	270	81

		To Atlantic Mill & Lumber Co., Inc. -				
		In full amount decreed - 2/1/63	1,203	77		
		Interest on $1,203.77 from 7/8/49 to 10/21/63 0 14 years 105 days @ 6%	1,032	02	2,235	79
		To Edna G. Pumphrey, Executrix and Charles				
		F. Obrecht, this balance on account of				
		claim filed	4,571	87	4,571	87
					7,498	63
		Amount of Claim of Edna G. Pumphrey,				
		Executrix and Charles F. Obrecht	3,283	93		
		Interest from 2/1/51 to 10/21/63-12 yrs. 262 days &	2,505	95		
		Attorney's fees - per order 5/28/63	328	39		
		Court costs No. A-8161 Law	39	50		
		Court costs No. 2684 Law	27	25		
			6,185	02		
		Cr. amount allowed above	4,571	87		
		Deficiency	1,613	15		

BOOK 149 PAGE 253

EQUITY No. 15,659

In the Matter of the Sale

of the Mortgaged Property : IN THE CIRCUIT

of Doris B Webb, Divorced. : COURT FOR ANNE ARUNDEL COUNTY

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

Order to file Original Mortgage , Statement and to docket Foreclosure proceedings.

Mr. Clerk:

Please docket the above titled foreclosure proceedings and file the Original Mortgage dated January 6, 1960., and recorded among the Land records of Anne Arundel County in Liber G.T.C. 1368 folio 553. as well as the mortgage statement herwith listed.

Louis M Strauss

Attorney named in Mortgage

STATEMENT OF MORTGAGE CLAIM

To Pricipal Loan in Mortgage dated January 6, 1960

recorded G.T.C. 1368 folio 553.....$ 7,000.00

Interest to June, 1963 215.85

Less credit on principal to June 14, 1963 680.82

Balance due $6535.03

State of Maryland, Anne Arundel

I hereby certify that on this 14th day of June, 1963., personally appeared Louis M Strauss, Attorney in Mortgage and agent for Capital City Building and Loan Association., and made oath in due form of law that the statement above set out is true to the best of his knowledge and belief.,

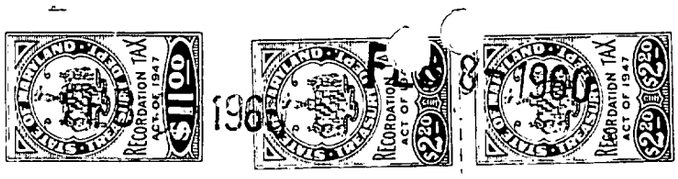
Mildred F. Bean

Notary Public

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO., MD.

FILED

1963 JUN 14 AM 11:17



BOOK 1308 PAGE 553

BOOK 149 PAGE 254

This Mortgage, made this 6th day of January in the year one thousand nine hundred and sixty, , between Doris B. Webb, divorced of Fallston , in the State of Maryland, hereinafter called Mortgagor(s), and CAPITAL CITY BUILDING AND LOAN ASSOCIATION OF ANNAPOLIS, 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, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of Fifty-nine and 07/100 - 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 sixth day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

Parcel No. 1: Beginning for the at lot designated as No. 40 in Block numbered 44, as shown on a certain map entitled "Herald Harbor on the Severn" amended map of Section C, Edward W. Gigges, Chief Engineer, November, 1924, being sub-division of land formerly known as the Hall and Kyle Tracts, said Plat being recorded in Plat Book W.N.W. 3, folio 34 of the Land Records of said County, now being Plat Book 4, page 17.

BEING the same lot of ground described in a Deed from Michael J. Dowd and Margaret A. Dowd, his wife, to the Grantors herein dated the 12th day of June, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 328, folio 469, in fee simple.

Parcel No. 2: Being numbered thirty-nine (39) in Block Numbered forty--four (44) as shown on a certain map entitled Harold Harbor on the Severn, amended Map of Second C, Edward W. Digges, Chief Engineer, November, 1924, being subdivision of land formerly known as the Hall & Kyle Tracts, being Recorded in Plat Book W.N.W. 3, folio 34, now Book 4, page 17.

FILED
1963 JUN 14 AM 11:17

Being the same lot of ground which by deed dated the 30th day of November, 1945, was granted and conveyed by August F. Arnold and Elsie F. Arnold, his wife, to the said Doris B. Webb, in fee simple and Recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 348, folio 65.

THIRD: All that lot or parcel of ground situate in the Second Election District of Anne Arundel County, Maryland, being known as lot No. 27 of Block Forty-four, as shown on the Plat entitled Herald Harbor on the Severn, Section C, said Plat being recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod L, Plat No. 4, now book 4, page 17.

Being the same lot of ground which by deed dated the 2nd day of October, 1946, was granted and conveyed by Eleanore Elizabeth Ploomquist and Charlotte M. Steinacker and William E. Steinacker to the said Doris B. Webb, in fee simple, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 387, folio 173.

Fourth: A lot or parcel of ground sold at Public Auction sale by James A. Walton, late County Treasurer of Anne Arundel County to the County Commissioners of Anne Arundel County for default in the payment of County, School and State Taxes for the year 1939, as will appear by reference to No. 5188 Tax Sales, Entitled "In the matter of the Tax Sale of Land, personal or Corporate Property of Natizia Frank", and Whereas, the said James A. Walton, late County Treasurer, having since departed this life, his successor, the said Thomas W. Davis, County Treasurer, is by law authorized to execute a deed, and Whereas, the said County Commissioners of Anne Arundel County has sold all of its right, title and interest in said property unto the parties of the second part, Doris B. Webb, now therefore this deed for a valuable consideration paid by the parties of the second part, in the sum of five dollars, have granted and conveyed unto Isadore L. Miller and Elizabeth Miller, his wife, as tenants by the entireties, the survivor of them, and their heirs and assigns, in fee simple, all that lot or parcel of ground situate, lying and being in the second election district of Anne Arundel County and described as follows; that is to say, Lot No. 26, Block No. 44 at Herald Harbor, now Book 4, folio 17. and conveyed by the County Commissioners of Anne Arundel County a body corporate and by the Anne Arundel County Treasurer, and recorded among the Land Records of Anne Arundel County on the 21st day of March, 1947, in Liber No. J.H.H. No. 399, folio 394, and herewith conveyed by the said Isidore L. Miller & Elizabeth Miller unto the said Doris B. Webb.

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.

Each parcel of ground is subject to restrictuve covenants contained in previous Deeds.

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 herself, her 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 Louis M. Strauss, 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:

Mildred F. Bean
Mildred F. Bean

Doris B. Webb (SEAL)
Doris B. Webb

(SEAL)

(SEAL)

BOOK 1368 PAGE 556 BOOK 149 PAGE 257

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 6th day of February, 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 Doris B. Webb, divorced, 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 JOSEPH H. GRISCOM, SR., 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.

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO.

Mildred F. Bean
NOTARY PUBLIC Mildred F. Bean

My Commission expires May 1, 1961.

10.50

Rec'd for record Feb 8, 1962, at 9:20 A.M.
Mailed to Louis M. Strauss

LOUIS M. STRAUSS
Attorney
CAPITAL CITY BLDG.
ANNAPOLIS, MD.

MORTGAGE
FROM
Doris B. Webb, divorced

TO
CAPITAL CITY BUILDING AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND

Received for record 19 at o'clock M.
Same day recorded in Liber No. one of the Land Records of Anne Arundel County and examined per Clerk.
Cost of Record $ Pd 10.50

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1962 FEB -8 AM 9:20
RECORDED IN LIBER GTC NO. 1368 FOLIO 553
GEO. CROMWELL, CLERK

220968

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 149 PAGE 258
BOOK 12 PAGE 115

Bond No. 421611

No. 15,659 EQUITY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, LOUIS M. STRAUSS, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SEVEN THOUSAND, ONE HUNDRED DOLLARS ($7,100.00) ---------- 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 9th day of July 19 63 .

WHEREAS by virtue of a power of sale contained in a Mortgage from Doris B. Webb, Divorced to Capital City Building And Loan Association / bearing date on or about the 6th day of January , 19 60 , the said Louis M. Strauss 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 Louis M. Strauss 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

Louis M. Strauss (SEAL)
Louis M. Strauss PRINCIPAL

Bond approved this 9 day of July, 1963
Louis H. Phipps, Clerk

GLOBE INDEMNITY COMPANY, a body corporate

WITNESS:
Katherine B. Vanous
Katherine B. Vanous

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

FILED

1963 JUL 9 AM 10:43

6

BOOK 149 PAGE 259

AFFIDAVIT OF NON-MILITARY SERVICE

IN THE MATTER OF THE SALE OF THE MORTGAGED PROPERTY OF DORIS B. WEBB, DIVORCED

EQUITY NO. 15,659 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ANNE ARUNDEL COUNTY, STATE OF MARYLAND, } ss:

I hereby certify that, on this day of July, 19 63, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Louis M. Strauss, Attorney named in Mortgage,

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

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

Doris B. Webb, divorced,

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

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

Notarial Seal — MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Mildred F. Bean

Mildred F. Bean - *Notary Public*

My Commission will expire on: May 3, 1965.

Filed,

FILED

1963 JUL 10 PM 2:36

7

LOUIS M STRAUSS, ATTORNEY

ANNAPOLIS, MARYLAND.

ATTORNEY'S MORTGAGE SALE
of

VALUABLE FEE SIMPLE PROPERTY AND

RESIDENTIAL PROPERTY

Improved by a frame modern residence containing seven rooms and bath, situate on Birch Trail, Herald Harbor, Maryland and four lots in Block numbered 44 as shown on Plats of Herald Harbor on the Severn in the second election District of Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a mortgage dated January 6, 196., from Doris B Webb, divorced, said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1368 folio 553., the undersigned Attorney, named in said Mortgage will offer for sale at Public Auction at Court House Door, on;

July 9th, 1963,

at 11A.M. (daylight savings time)

the following described property and any Improvements thereon:

Lot No. 40 Block 44 as shown on Map of "Herald Harbor on the Severn" in Plat Book 4 page 17., and described in Deed dated June 12,1945 and recorded in Liber J.H.H. No. 328 folio 469

Lot No. 39 Block 44 described in Deed dated November 30, 1945 and recorded in Liber J.H.H. 348 folio 65

Lot 27, Block 44 described in a deed dated October 2, 1946., in Liber J.H.H. 387 folio 173.

Lot 26 Block 44 described in deed dated March 21, 1947., in Liber J.H.H No. 399 folio 394.

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.

LOUIS M STRAUSS,
Attorney named in Mortgage

FILED
1963 JUL 10 PM 2:37

I HEREBY CERTIFY that I offered the property described herein at public sale, according to the terms herein setout and that I sold the therein described property to and unto _____ Capital City Bldg. Loan Assoc., at and for the sum of ~~$1100 00~~ 100) _____ Dollars, they being the highest bidder therefore.

_____
Auctioneer

I HEREBY CERTIFY, that I, this 9th day of July, 1963, purchased the within described property at public sale, at and for the sum of ~~$1100 00~~ _____ Dollars, and as such was the highest bidder therefor.

Capital City Building & Loan Association

By _____
Allan D. Housley--Purchaser

FILED
1963 JUL 10 PM 2:37

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 9th day of July, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Allan D. Housley, Secretary-Treasurer of Capital City Building & Loan Association, Purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said property, Lots Nos. 26, 27, 39 and 40, Block 44, Herald Harbor on the Severn, mentioned in the said Report of Sale.

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO., MD.

_____
Allan D. Housley,
Secretary Treasurer for Capital City Bldg. & Loan

_____
Mildred F. Bean - Notary Public

BOOK 149 PAGE 262

IN THE MATTER OF THE SALE	:	EQUITY NO. 15,659
OF THE MORTGAGED PROPERTY	:	IN THE
OF DORIS B. WEBB, DIVORCED	:	CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY

: : : : : : : : :

of Purchaser - REPORT OF SALE Certificate

The report of Louis M. Strauss, Attorney named in mortgage in these proceedings, respectfully represents:

After giving bond with security for the faithful performance of his trust, and having complied with all the other -re-requisites as required by Law, the Rules of this Court and the provisions of said mortgage filed in these proceedings, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Capital-Gazette, a Newspaper published in Anne Arundel County, Maryland, for at least more than twenty (20) days as provided in said mortgage before the day of sale, he did, pursuant to said notice, attend the sale on the 9th day of July, 1963, at 11 A.M.(D.S.T.) and did then and there proceed to sell and did sell at public sale the property described in said mortgage and improvements thereon at and for the sum of Seventy-one Hundred (7,100.00) Dollars, to and unto Capital City Building & Loan Association, a body corporate.

Respectfully submitted,

Louis M. Strauss

Louis M. Strauss, Attorney named in Mortgage.

FILED
1963 JUL 10 PM 2:37

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

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 the County aforesaid, personally appeared Louis M. Strauss, Attorney named in mortgage, and in the above Report of Sale, and he made oath in due form of law that the matters and facts stated in the aforegoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO., MD.

As witness my hand and Notarial seal.

Mildred F. Bean

Mildred F. Bean - Notary Public

16

ORDER NISI

IN THE MATTER OF THE SALE OF THE
MORTGAGED PROPERTY OF DORIS B.WEBB,
Divorced
XXXXXX

BOOK 149 PAGE 263
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,659 Equity

Ordered, this 10th day of July, 1963, That the sale of the property in these proceedings mentioned made and reported by Louis M. Strauss, 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 $ $7,100.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Louis N. Strauss, Atty. For the Maryland Gazette (July 18th Edition)
(Final Order)

IN THE MATTER OF THE SALE OF THE
MORTGAGED PROPERTY OF
DORIS B. WEBB, DIVORCED
versus

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

OFFICE c 15,659

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 140 PAGE 264

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 10, 1963

We hereby certify, that the annexed

Attorney's Mortgage Sale

Doris B. Webb

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 17th day of June, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963
JUL 11 PM 12:48
By R. Tilghman

LOUIS M. STRAUSS
Attorney
Annapolis, Maryland

Attorney's Mortgage Sale

of

VALUABLE FEE SIMPLE PROPERTY AND RESIDENTIAL PROPERTY

Improved by a frame modern residence containing seven rooms and bath, situate on Birch Trail, Herald Harbor, Maryland and four lots in Block numbered 44 as shown on Plat of Herald Harbor on the Severn in the Second Election District of Anne Arundel County, Maryland.

Under and by viture of the power of sale contained in a mortgage dated January 6, 196. ,from Doris B. Webb, divorced, said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1368 folio 553., the undersigned Attorney, named in said Mortgage will offer for sale at Public Auction at Court House Door on:

July 9th, 1963, at 11 A.M.

(DAYLIGHT SAVING TIME)

the following described property and any Improvements thereon:

Lot No. 40 Block 44 as shown on Map of "Herald Harbor on the Severn" in Plat Book 4 page 17, and described in Deed dated June 12, 1945 and recorded in Liber J.H.H. No. 328 folio 469

Lot No. 39 Block 44 described in Deed dated November 30, 1945 and recorded in Liber J.H.H. 348 folio 65

Lot 27, Block 44 described in a Deed dated October 2, 1946, in Liber J.H.H. 387 folio 173.

Lot 26 Block 44 described in Deed dated March 21, 1947, in Liber J.H.H. No. 399 folio 394.

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.

LOUIS M. STRAUSS,
Attorney named in Mortgage
Jy-8

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,659 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED PROPERTY OF DORIS B. WEBB, divorced.

Ordered, this 10th day of July, 1963, That the sale of the property in these proceedings mentioned made and reported by Louis M. Strauss, 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 $7,100.00

LOUIS N. PHIPPS
Clerk

True Copy, TEST:
LOUIS N. PHIPPS
Clerk

A-8

No. M. G. 2330

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 265

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 12, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq 15,659
Doris B Webb

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. Wilgham

BOOK 149 PAGE 266

In the Case of

IN THE MATTER OF THE SALE OF THE MORTGAGED PROPERTY OF DORIS B. WEBB, Divorced

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,659 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 OCT 11 PM 4:03

All of which is respectfully submitted.

October 11, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 29th 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: [illegible], deputy

FILED
1963 OCT 29 AM 9:40

14

15

Dr. IN THE MATTER OF THE SALE OF THE MORTGAGED PROPERTY OF DORIS B. WEBB, Divorced

BOOK 149 PAGE 267

In Acct. with LOUIS M. STRAUSS, Attorney named in Mortgage

					Cr.	
1963						
July	9	Proceeds of Sale	7,100	00	7,100	00
					7,100	00
		To Attorney for fee, viz:	100	00		
		To Attorney for commissions, viz:	243	00	343	00
		To Attorney for Court Costs, viz:				
		Plaintiff's solicitors appearance fee	10	00		
		Clerk of Court - Court Costs	28	00		
		Auditor - stating this account	22	50	60	50
		To Attorney for expenses, viz:				
		Capital Gazette Press - advertising sale	66	52		
		Capital Gazette Press - Order nisi, sale	15	00		
		Globe Indemnity Company - bond premium	28	40		
		Robert H. Campbell, auctioneer's fee	45	00		
		One-half cost documentary stamps	12	38		
		Mildred F. Bean - notary fees	2	00	169	30
		To Capital City Building & Loan Assn.				
		this balance on account of claim filed	6,527	20	6,527	20
					7,100	00
		Amount of mortgage claim filed	6,535	03		
		Interest on principal balance of $6,535.03 from 6/14/63 to 10/28/63 - 136 days @ 6%	146	25		
			6,681	28		
		cr. - Amount allowed above	6,527	20		
		Balance subject to Decree in Personam	154	08		

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
HERMAN F. APPOLD and ANNA MARIE APPOLD, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 15,608 EQUITY

****

ORDER TO DOCKET SUIT

****

MR. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr.
Attorney named in the Mortgage
16 Crain Highway, S. W.
Glen Burnie, Maryland
SOuthfield 6-0770

FILED

1963 MAY 15 PM 12:07

BOOK 149 PAGE 289
BOOK 1374 PAGE 289

No. 15,608 Equity

This Mortgage,

Made this 1st day of March , 19 60

by and between Herman F. Appold and Anna Marie Appold, his wife

hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☐ B ☒ C as herein indicated, and being the holder of -90- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 9,000.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all th at lot of ground, situate, lying and being in Margate, Fifth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lot No. 132 as shown on the Plat of Margate, Recorded among the Plat Records of Anne Arundel County in Plat Book 7, folio 41.

BEING ALSO the same property which the said Mortgagors acquired from Howard J. White and Margaret F. White, his wife, by Deed dated April 15, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1113, folio 241.

RECORDATION TAX ACT OF 1947 $11.00 $5.50 $5.50 $2.20 $2.20 $1.10 $1.10

MAR 1960

FILED

1963 MAY 15 PM 12:07

2

AND WHEREAS this Mortgage shall also secure future advances as provided by Article 66, Section 2 of the Annotated Code of Maryland or any amendments thereto; subject, however, to the discretion of the Board of Directors.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the rights, roads, alleys, ways, easements, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

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

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 45.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 45.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, it shall be also deemed a default under this mortgage if the Mortgagor shall sell, cease to own, transfer, or dispose of the within described property without written consent of the Mortgagee; and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt ro the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Annotated Code of Maryland.

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

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 9,000.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Amelia A. Dubman

Herman F. Appold (SEAL)
Herman F. Appold

Anne Marie Appold (SEAL)
Anna Marie Appold, his wife

(SEAL)

Anna Marie Appold (SEAL)

4

BOOK 149 PAGE 272

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT: BOOK 1374 PAGE 292

I HEREBY CERTIFY, That on this 1st day of MARCH, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared Herman F. Appold and Anna Marie Appold, his wife

and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh the President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Amelia H. Tudman
AMELIA H. TUDMAN Notary Public

11.00

Rec'd for record Mar 5 1960 at 9:02 A M.
Mailed to John Demyan, Jr.

Mortgage

FROM

HERMAN F. APPOLD and
ANNA MARIE APPOLD, his wife

TO THE

GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3807

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1960 MAR -5 AM 9:02
& RECORDED IN LIBER GTC
NO. 1374 FOLIO 289
GEO. C. CROMWELL, CLERK

LAW OFFICE
JOHN DEMYAN, JR.
16 CRAIN HIGHWAY S.W.
GLEN BURNIE, MARYLAND

Charles 11.00

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

WITNESS the signature of the President of the said body corporate, and the corporate seal thereof, attested by its secretary, this day of , 19

ATTEST: THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, A BODY CORPORATE,

By

Secretary. President.

BOOK 149 PAGE 273

IN THE MATTER OF THE MORTGAGE
REAL ESTATE OF
HERMAN F. APPOLD and
ANNA MARIE APPOLD, his wife

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,608 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 John Demyan, Jr.

and made oath in due form of law that he (she) knows the defendant herein and that to the best of his (her) knowledge, information and belief

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

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

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

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

Affiant

Subscribed and sworn to before me this 6th day of May 1963.

Kathryn M. Conboy
Kathryn M. Conboy
Notary Public

FILED
1963 MAY 15 PM 12:06

6

BOOK 149 PAGE 274

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
HERMAN F. APPOLD and	*	ANNE ARUNDEL COUNTY
ANNA MARIE APPOLD, his wife	*	NO. 15,608 EQUITY

****

STATEMENT OF CLAIM

****

Advanced to Mortgage Loan		$ 9,000.00
Interest from the 31st day of March, 1963, to the 30th day of June, 1963.	$ 172.00	
Late fines from the 30th day of April, 1963 to the 30th day of June, 1963.	51.60	223.60
		$ 9,223.60
Dues paid to date		436.85
Total amount due under mortgage		$ 8,786.75

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION
OF ANNE ARUNDEL COUNTY, a body corporate

BY Fred W. Kuethe
Fred W. Kuethe, Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit;

I HEREBY CERTIFY, that on this 6th day of May, 1963; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred. W. Kuethe, Secretary, of the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Kathryn M Conboy
Kathryn M. Conboy Notary Public

FILED

1963 MAY 15 PM 12:07

JOHN DEMYAN
Attorney at La..
1 Crain Highway, S. W.
Glen Burnie, Maryland

Mortgage Sale

Of Valuable Fee Simple Property

Lot No. 132, as shown on the Plat of Margate, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 7, folio 41.

Property located at Margate, Fifth Election District of Anne Arundel County, Maryland

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Herman F. Appold and Anna Marie Appold, his wife, dated March 1, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1374, folio 289 (default having occurred thereunder), the undersigned, the Attorney named in the Mortgage, will sell at Public Auction, on the premises, on

Mon., June 3, 1963 at 11 o'clock A.M.

All that lot of ground, situate, lying and being in Margate, Fifth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lot No. 132 as shown on the Plat of Margate, Recorded among the Plat Records of Anne Arundel County in Plat Book 7, folio 41.

BEING ALSO the same property which the said Mortgagors acquired from Howard J. White and Margaret F. White, his wife by Deed dated April 15, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1113, folio 241.

IMPROVEMENTS: Frame Dwelling

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchasers at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from the date of sale to the date of settlement. Taxes and all other expenses, including Sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

John Demyan, Jr.
Attorney named in Morgage
Robert H. Campbell
Auctioneer

M-30

8 No. 15608.

BOOK 149 PAGE 275

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 31, 1963

We hereby certify, that the annexed

Mortgagee Sale

Herman F. Appold

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of June, 1963. The first insertion being made the 9th day of May, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 MAY 31 PM 12:22

By H. Wilgusman

BOOK 149 PAGE 276

ROYAL INDEMNITY COMPANY

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

BOOK 12 PAGE 72

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

Bond No. 400060

No. 15,608 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., as Principal, and THE ROYAL INDEMNITY COMPANY, a Corporation duly established under the laws of the State of New York, and licensed to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand Dollars ($10,000.00), current money, to be paid to the State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, or each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 3rd day of June, 1963.

WHEREAS, under and by virtue of the power and authority vested in the said John Demyan, Jr., as Attorney named in Mortgage for the purpose of foreclosure of a certain Mortgage recorded among the Mortgage Records of Anne Arundel County, Maryland from Herman F. Appold and Anna Marie Appold, His Wife, to the Glen Burnie Savings and Loan Association, (the Mortgagors being in default), is about to sell the real estate mentioned and described in said Mortgage under proceedings now instituted in the Circuit Court for Anne Arundel County, Maryland in Equity.

NOW THEREFORE, the condition of the above obligation is such, that if the above bonded John Demyan, Jr., does and shall well and faithfully perform the trust reposed in him as Attorney to foreclose the Mortgage aforesaid, or that may be reposed in him by any future order or decree in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:

Kathryn M. Conboy
Kathryn M. Conboy

JOHN DEMYAN, JR. (SEAL)

ROYAL INDEMNITY COMPANY

BY: F. William Luetkemeyer
ATTORNEY-IN-FACT

The above bond is this 3 day of June 1963 at 10:56 o'clock A.M. approved.

Louis N. Phipps Clerk

FILED

1963 JUN 3 AM 10 55

9

BOOK 149 PAGE 277

ROBERT H. CAMPBELL - - - - Auctioneer

MORTGAGE SALE

OF VALUABLE

Fee Simple Property

Lot No. 132, as shown on the Plat of Margate, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 7, folio 41.

Property located at Margate,
Fifth Election District of
Anne Arundel County, Maryland

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Herman F. Appold and Anna Marie Appold, his wife, dated March 1, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1374, folio 289 (default having occurred thereunder), the undersigned, the Attorney named in the Mortgage, will sell at Public Auction, on the premises, on

MONDAY, JUNE 3, 1963

AT 11 O'CLOCK A.M.

All that lot of ground, situate, lying and being in Margate, Fifth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lot No. 132 as shown on the Plat of Margate, Recorded among the Plat Records of Anne Arundel County in Plat Book 7, folio 41.

BEING ALSO the same property which the said Mortgagors acquired from Howard J. White and Margaret F. White, his wife by Deed dated April 15, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1113, folio 241.

IMPROVEMENTS: Frame Dwelling

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchasers at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to the date of settlement. Taxes and all other expenses, including Sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, JR.
Attorney named in Mortgage

FILED
1963 JUN -4 AM 11:06

BOOK 149 PAGE 278

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 F.Ward DeGrange,President of DeGrange Lumber Co,Inc. , who first being duly sworn, made oath in due form of law as follows:

1. That he has purchased the property described on reverse side hereof, at and for the sum of $9,500.00 ; a deposit of $ 500.00 made at the time and place of sale; and agree to comply with the terms of sale as set forth in the advertisement of sale and hand bill; said sale was fairly made.

2. That he is an agent acting for DeGrange Lumber Company,Inc. , his principal.

3. That there are no other persons who are interested as principals.

4. That the purchaser has not directly or indirectly discouraged anyone from bidding for the said property. Said sale was made to the highest bidder therefor.

WITNESS my hand and Notarial Seal.

WITNESS:

Robert H. Campbell, Auctioneer

Fred W. Kuethe (SEAL)
Fred.W.Kuethe Notary Public

DeGrange Lumber Co.Inc.
De Grange Lumber Co. Inc.
Purchaser

F. Ward De Grange
F.Ward DeGrange Purchaser

ACCEPTED:
John Demyan, Jr., Attorney
named in the mortgage

FILED
1963 JUN -4 AM 11:06

11

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HERMAN F. APPOLD and ANNA MARIE APPOLD, his wife * IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 15,608 EQUITY

BOOK 149 PAGE 279

****

REPORT OF SALE

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of John Demyan, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Herman F. Appold and Anna Marie Appold, his wife to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated March 1, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1374 folio 98; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland; and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said mortgage, described at public auction on the premises, Margate, Glen Burnie, Maryland, Monday June 3, 1963, at 11 o'clock A. M., and then and theresole the said property to DeGrange Lumber Company,Inc. a body corporate of the State of Maryland - - - - at and for the sum of Ninety Five Hundred - - - - - - - - - - - - - - - - ($ 9,500.00) Dollars, it being at that figure the highest bidder therefor, said property being the following:

All that lot of ground situate, lying and being in Margate, Glen Burnie, Fifth Election District of Anne Arundel County State of Maryland; and described as follows:

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1963 JUN -4 AM 11:06

12

BEING known and designated as Lot No. 132, as shown on the Plat of Margate, Recorded among the Plat Records of Anne Arundel County in Plat Book 7, folio 41.

AND the said Attorney further reports that he has received from the purchaser a deposit as required by ther terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

AND the said Attorney further states that the said sale was fairly made to the highest bidder aforesaid.

John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 3rd day of June 1963; before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief and that said sale was fairly made to the highest bidder therefore.

WITNESS my hand and Notarial Seal.

Kathryn M Conboy
Notary Public

Kathryn M. Conboy

13

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HERMAN F. APPOLD and ANNA MARIE APPOLD, his wife

BOOK 149 PAGE 281

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,608 Equity

Ordered, this 4th day of June, 19 63, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 9,500.00

James W. Phipps Clerk.

True Copy,

TEST: Clerk.

John Demyan, Jr., Atty.
(Final Order)

Maryland Gazette (for June 6 edition)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HERMAN F. APPOLD and ANNA MARIE APPOLD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of July, 19 63 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bruce Duckett JUDGE.

FILED

1963 JUL 10 AM 10:16

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,608 Equity

In the Matter of the Mortgaged Real Estate of
HERMAN F. APPOLD, and
ANNA MARIE APPOLD, his wife

Ordered, this 4th day of June, 1963, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $9,500.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST

LOUIS N. PHIPPS, Clerk
Ju-27

FILED
1963 JUL -1 PM 12:30

No. M. G. 29842

15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 282

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 28, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,608

Herman F. Appold

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of July, 1963. The first insertion being made the 6th day of June, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HERMAN F. APPOLD & ANNA MARIE APPOLD, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,608 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 11 PM 2:44 FILED

All of which is respectfully submitted.

Auditor.

September 10, 1963

FINAL ORDER

ORDERED BY THE COURT, this 27th 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.

Judge

Louis N. Phipps

Clerk

Per: C. B. Tollevik, deputy

FILED

1963 SEP 27 PM 1:51

16

Dr. Mortgaged Real Estate of Herman F. Appold & Anna Marie Appold, his wife

In Acct. with John Demyan, Jr., Attorney Named in Mortgage

				Cr.	
By	Amount of Sale, as per Attorney's Report of Sale filed		9,500 00		
By	Interest, 6%, on deferred payment $9,000.00 from 6/3/63 to 9/3/63		135 00		
By	Adjustment, 1963 Sanitary charges		20 22		
				9,655	22
To	Attorney, for fee, viz.	25 00			
To	Attorney, for Commission, viz.	315 00			
			340 00		
To	Attorney, for Court Costs, viz:				
	Plaintiff's Solicitor appearance fee	10 00			
	Clerk, Court Costs	28 00			
	Auditor, this account	25 00			
			63 00		
To	Attorney, for expenses, viz:				
	Capital-Gazette Press, Inc., Adv. & Nisi - Sale	85 00			
	Speer Publications Inc., - handbills	18 03			
	Royal Indemnity Company - bond	40 00			
	Robert H. Campbell, Auctioneer's fee	45 00			
	Adjustment, 1963 taxes 5 months 3 days	55 37			
	Adjustment, water bill	13 70			
			257 10		
To	Glen Burnie Savings & Loan Association of Anne Arundel County, Mortgagee, in full for Mortgage Claim	8,786 75			
	Interest, 6%, on principal balance, $8,786.75, from 7/1/63 to 9/24/63	105 43			
			8,892 18		
To	Herman F. Appold & Anna Marie Appold, his wife, Mortgagors, excess	102 94			
			102 94		
				9,655	22

BOOK 149 PAGE 285

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF MELVIN M.	*	FOR
PUMPHREY AND DOROTHY M.	*	ANNE ARUNDEL COUNTY
PUMPHREY, HIS WIFE	*	NO. 15,528 EQUITY

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr., Attorney
named in the Mortgage
16 Crain Highway, S.W.
Glen Burnie, Maryland
SO 6-0770

FILED
1963 APR -4 PM 4:10

BOOK 149 PAGE 286

BOOK 1417 PAGE 416

no. ~~14471~~ Equity 15,528

This Mortgage, Made this 19th day of August, 1960

by and between Melvin M. Pumphrey and Dorothy M. Pumphrey, his wife

hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☐ B ☒ C as herein indicated, and being the holder of -110- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 11,000.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the objecr and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all th ose lot s of ground, situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots No. 17, 18 and 19 Section C as shown on the Plat of Cromwell Manor, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 3, folio 28.

BEING ALSO the same property which the said Mortgagors acquired from William F. Schmiltz and Gertrude R. Schmiltz, his wife, dated March 27, 1958 and recorced among the Land Records of Anne Arundel County in Liber G.T.C. 1194, folio 131.

RECORDATION TAX ACT OF 1947 $22.00

AUG 24 1960

RECORDATION TAX ACT OF 1947 $2.20 $2.20

24.20

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1963 APR -4 PM 4:10

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1961 JUL -5 AM 9:46

2

AND WHEREAS 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.

AND WHEREAS this Mortgage shall also secure future advances as provided by Article 66, Section 2 of the Annotated Code of Maryland or any amendments thereto; subject, however, to the discretion of the Board of Directors.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the rights, roads, alleys, ways, easements, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

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

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 55.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 55.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, it shall be also deemed a default under this mortgage if the Mortgagor shall sell, cease to own, transfer, or dispose of the within described property without written consent of the Mortgagee; and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Annotated Code of Maryland.

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

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 11,000.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Muriel G. Carter

MURIEL G. CARTER

Melvin M. Pumphrey (SEAL)
Melvin M. Pumphrey

Dorothy M. Pumphrey (SEAL)
Dorothy M. Pumphrey, his wife

(SEAL)

(SEAL)

BOOK 1417 PAGE 419 BOOK 149 PAGE 289

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 19th day of August, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared Melvin M. Pumphrey and Dorothy M. Pumphrey, his wife and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh the President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Muriel D. Carter
Notary Public.

11.00

Rec'd for record Aug. 24, 1960 at 11:03 A.M.
Mailed to John Demyan Jr.

Mortgage

FROM

MELVIN M. PUMPHREY
DOROTHY M. PUMPHREY, his wife

TO THE

GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3883

LAW OFFICE
JOHN DEMYAN, JR.
16 CRAIN HIGHWAY S.W.
GLEN BURNIE, MARYLAND

11.00

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

WITNESS the signature of the President of the said body corporate, and the corporate seal thereof, attested by its secretary, this day of , 19

ATTEST:

THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION
OF ANNE ARUNDEL COUNTY, A BODY CORPORATE,

Secretary. By President.

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF MELVIN M.	*	FOR
PUMPHREY AND DOROTHY M.	*	ANNE ARUNDEL COUNTY
PUMPHREY, HIS WIFE	*	NO. 15528 EQUITY

****
STATEMENT OF CLAIM
****

Advanced to Mortgage Loan		$ 11,000.00
Interest from the 31st day of January, 1963 to the 31st day of May, 1963.	$ 208.00	
Late fines from the 28th day of February, 1963 to the 31st day of May, 1963.	62.40	270.40
		$ 11,270.40
Dues paid to date		633.79
		$ 10,636.61

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate,

by Fred W. Kuethe
Fred W. Kuethe, Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 27 day of March, 1963; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred W. Kuethe, Secretary of the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Kathryn M. Conboy
Kathryn M. Conboy
Notary Public

FILED
1963 APR -4 PM 4:10

4

BOOK 149 PAGE 291

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF MELVIN M.	*	FOR
PUMPHREY AND DOROTHY M.	*	ANNE ARUNDEL COUNTY
PUMPHREY, HIS WIFE	*	NO. 15,528 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 John Demyan, Jr.

and made oath in due form of law that he (she) knows the defendants herein and that to the best of his (her) knowledge, information and belief

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

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

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

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

Affiant

Subscribed and sworn to before me this 2nd day of March 1963.

Kathryn M. Conboy
Notary Public

Kathryn M. Conboy
ANNE ARUNDEL COUNTY, MD.

FILED
1963 APR -4 PM 4:10

7

John Demyan, Jr.
Attorney at
16 Crain Highway, S.W.
Glen Burnie, Maryland

Mortgage Sale

Of Valuable Fee Simple Property

Lots Nos. 17, 18 and 19, Section C as shown on the Plat of Cromwell Manor, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 3, folio 28.

Property located at Ferndale, Glen Burnie, Fifth Election District of Anne Arundel County, Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Melvin M. Pumphrey and Dorothy M. Pumphrey, his wife, dated August 19, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 417, folio 417 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on

Mon., April 29, 1963 at 11 o'clock A.M.

All that lot of ground, situate, lying and being in Ferndale, Glen Burnie, Fifth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING KNOWN and designated as Lots Nos. 17, 18 and 19, Section C as shown on the Plat of Cromwell Manor, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 3, folio 28.

BEING ALSO the same property which the said Mortgagors acquired from William F. Schmiltz and Gertrude R. Schmiltz, his wife, by Deed dated March 27, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 194, folio 131.

IMPROVEMENTS: Two story frame dwelling.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all ther assessments to be adjusted to date of sale.

JOHN DEMYAN, JR.
Attorney named in the Mortgage
ROBERT H. CAMPBELL
Auctioneer a-25

No.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 292

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 25, 1963

We hereby certify, that the annexed

Mortgage Sale

Melvin M. Pumphrey

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of April, 1963. The first insertion being made the 4th day of April, 1963.

FILED
APR 26 AM 10:20

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

22096 B

ROYAL INDEMNITY COMPANY

A New York Corporation New York, N. Y.

BOOK 12 PAGE 34

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

BOOK 149 PAGE 293

No. 15,528 Equity

Bond No. 400059

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., as Principal, and THE ROYAL INDEMNITY COMPANY, a Corporation duly established under the laws of the State of New York, and licensed to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve Thousand Dollars ($12,000.00), current money, to be paid to the State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, or each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 29th day of April, 1963.

WHEREAS, under and by virtue of the power and authority vested in the said John Demyan, Jr., as Attorney named in Mortgage for the purpose of foreclosure of a certain Mortgage recorded among the Mortgage Records of Anne Arundel County, Maryland from Melvin M. Pumphrey and Dorothy M. Pumphrey, His Wife, to the Glen Burnie Savings and Loan Association, (the Mortgagors being in default), is about to sell the real estate mentioned and described in said Mortgage under proceedings now instituted in the Circuit Court for Anne Arundel County, Maryland in Equity.

NOW THEREFORE, the condition of the above obligation is such, that if the above bonded John Demyan, Jr., does and shall well and faithfully perform the trust reposed in him as Attorney to foreclose the Mortgage aforesaid, or that may be reposed in him by any future order or decree in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Kathryn M. Conboy
Kathryn M. Conboy

John Demyan Jr. (SEAL)
JOHN DEMYAN, JR.

ROYAL INDEMNITY COMPANY

BY: T. William Kuehn Jr.
ATTORNEY-IN-FACT

The above bond is this 29th day of April at 9:50 o'clock a.M. approved.

Louis N. Phipps Clerk

FILED

1963 APR 29 AM 9:50

ROBERT H. CAMPBELL - - - - - - Auctioneer

JOHN DEMYAN, JR.
ATTORNEY AT LAW
16 CRAIN HIGHWAY S.W.
GLEN BURNIE, MARYLAND

BOOK 149 PAGE 294

MORTGAGE SALE

OF VALUABLE

Fee Simple Property

Lots Nos. 17, 18 and 19, Section C as shown on the Plat of Cromwell Manor, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 3, folio 28.

Property located at Ferndale, Glen Burnie, Fifth Election District of Anne Arundel County, Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Melvin M. Pumphrey and Dorothy M. Pumphrey, his wife, dated August 19, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1417, folio 416 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on

MONDAY, APRIL 29, 1963

at 11 o'clock A.M.

ALL that lot of ground, situate lying and being in Ferndale, Glen Burnie, Fifth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING KNOWN and designated as Lots Nos. 17, 18 and 19, Section C as shown on the Plat of Cromwell Manor, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 3, folio 28.

BEING ALSO the same property which the said Mortgagors acquired from William F. Schmiltz and Gertrude R. Schmiltz, his wife, by Deed dated March 27, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1194, folio 131.

IMPROVEMENTS: Two story frame dwelling.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, JR., Attorney
named in the Mortgage

1963 APR 30 AM 9:50
FILED

AGREEMENT AND AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss BOOK 149 PAGE 295

I HEREBY CERTIFY, that on this 29th day of April, 1963; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Melvin M. Pumphrey -------------------------------, who first being duly sworn, made oath in due form of law as follows:

1. That he has purchased the property described on reverse side hereof, at and for the sum of $12,000.00; a deposit of $750.00 made at the time and place of sale; and agree to comply with the terms of sale as set forth in the advertisement of sale and hand bill; said sale was fairly made.

2. That he is an agent acting for Melvin M.Pumphrey & Dorothy M.Pumphrey,his wife his principal.

3. That there are no other persons who are interested as principals.

4. That the purchaser has not directly or indirectly discouraged anyone from bidding for the said property. Said sale was made to the highest bidder therefor.

WITNESS my hand and Notarial Seal.

WITNESS:

Robert H. Campbell, Auctioneer

Fred.W.Kuethe (SEAL)
Notary Public

Melvin M.Pumphrey Purchaser

Dorothy M.Pumphrey Purchaser

ACCEPTED:

John Demyan, Jr., Attorney
named in mortgage

FILED

1963 APR 30 AM 9:50

BOOK 149 PAGE 296

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF MELVIN M.	*	FOR
PUMPHREY AND DOROTHY M.	*	ANNE ARUNDEL COUNTY
PUMPHREY, HIS WIFE	*	NO. 15528 EQUITY

****
REPORT OF SALE
****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of John Demyan, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Melvin M. Pumphrey and Dorothy M. Pumphrey, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated August 19, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1417, folio 416; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property described in said Mortgage at public auction, on the premises, Ferndale, Glen Burnie, Fifth Election District of Anne Arundel County, Maryland, Monday, April 29, 1963, at 11 o'clock, A.M., and then and there sold the said property to Melvin M. Pumphrey and Dorothy M.Pumphrey,his wife - - - - - - - - - - - - - - - at and for the sum of Twelve Thousand - ($ 12,000.00 - - - - -) Dollars, being at that figure the highest bidder therefor, said property being the following:

All those lots of ground situate, lying and being in Ferndale, Glen Burnie, Fifth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING KNOWN and designated as Lots Nos. 17, 18 and 19,

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1963 APR 30 AM 9:50

12

Section C as shown on the Plat of Cromwell Manor, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 3, folio 28.

AND the said Attorney further reports that he has received from the purchaser a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

AND the said Attorney further states that the said sale was fairly made to the highest bidder aforesaid.

Respectfully submitted

John Demyan, Jr., Attorney
named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 29-4 day of April 1963; before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief and that said sale was fairly made to the highest bidder therefore.

WITNESS my hand and Notarial Seal.

Kathryn M. Conboy
Kathryn M. Conboy
Notary Public

13

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF MELVIN M. PUMPHREY
AND DOROTHY M. PUMPHREY, HIS WIFE
~~XXXXXX~~

BOOK 149 PAGE 298

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,528 Equity

Ordered, this 30th day of April, 19 63, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of June next.

The report states that the amount of sale was $ 12,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

John Demyan, Jr., Atty.
(Final Order)

FOR: MARYLAND GAZETTE May 2nd Edition

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF MELVIN M. PUMPHREY
AND DOROTHY M. PUMPHREY, HIS WIFE
~~XXXXXX~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of June, 1963 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bruce Duckett
JUDGE.

FILED
1963 JUN -5 AM 10:28

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,528 Equity

In the Matter of the Mortgaged Real Estate of
MELVIN M. PUMPHREY and DOROTHY M. PUMPHREY, his wife

Ordered, this 30th day of April, 1963, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of June next.

The report states that the amount of sale was $12,000.00.

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

M-23

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 293

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 27, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,528

Melvin M. Pumphrey

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of June, 1963. The first insertion being made the 2nd day of May, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By E. H. Tilghman

FILED
1963 MAY 27 PM 2:35

No. M. G. 297-27

15

BOOK 149 PAGE 300

In the Case of

THE MORTGAGED REAL ESTATE OF MELVIN M. PUMPHREY AND DOROTHY M. PUMPHREY, HIS WIFE

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,528 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 JUL 31 PM 2:21

All of which is respectfully submitted.

Auditor.

July 31, 1963

FINAL ORDER

ORDERED BY THE COURT, this 16th day of August, 1963, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: A Jankowski, deputy

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1963 AUG 16 PM 12:21

16

17

Dr. Mortgaged Real Estate of Melvin M. Pumphrey & Dorothy M. Pumphrey, His Wife

BOOK 149 PAGE 301

In Acct. with John Demyan, Jr., Attorney Named in Mortgage

			Cr.
By	Amount of Sale, as per Attorney's Report of Sale filed	12000 00	
By	Interest, 6%, on deferred payment, $11,250.00 from 4/29/63 to 7/15/63	142 58	
			12142 58
To	Attorney, for fee, viz	25 00	
To	Attorney, for commissions, viz	390 00	
		415 00	
To	Attorney, for Court costs, viz		
	Plaintiff's Solicitor, appearance fee	10 00	
	Clerk, Court costs	28 00	
	Auditor, this account	25 00	
		63 00	
To	Attorney, for expenses, viz		
	Capital-Gazette Press, Inc.		
	Advertising & Nisi Sale	85 00	
	Speer Publications Incorporated----Hand Bills	18 03	
	Royal Indemnity Company---Bond	48 00	
	Robert H. Campbell---Auctioneer's fee	45 00	
	½ Federal Revenue stamps	6 60	
	½ State & County Revenue stamps	13 20	
	Adjustment, 1963 taxes	77 28	
		293 11	
To	The Glen Burnie Savings & Loan Assoc. of Anne Arundel County, Mortgagee, in full for Mortgage claim	10636 61	
	Interest, 6%, thereon, from 6/1/63 to 8/15/63	133 95	
		10770 56	
To	Melvin M. Pumphrey & Dorothy M. Pumphrey, His Wife, the excess	600 91	
			12142 58

BOOK 149 PAGE 302

ALVIN LAPIDUS, ASSIGNEE	*	IN THE
- VS -	*	CIRCUIT COURT
HIRAM E. SMITH and LULA E.	*	OF
SMITH, his wife	*	ANNE ARUNDEL COUNTY

No. 15,542 Equity

MR. CLERK:

Please docket the above entitled case for foreclosure and file Petitioner's Exhibit No. 1.

Alvin Lapidus

Alvin Lapidus
707 Druid Hill Avenue
Baltimore 1, Maryland
Plaza 2-8834

FILED

1963 APR 11 AM 9:52

BUILDING ASSOCIATION MORTGAGE—CITY OR COUNTY—WITH CLAUSE—47

BOOK 149 PAGE 303 LIBER 1235 PAGE 277 No. 15,542 Equity

This Mortgage, Made this --4th----- day of -----September----------

in the year one thousand nine hundred and ---fifty-eight- between HIRAM E. SMITH and LULA E. SMITH, his wife ----------

of the City of Baltimore ---------- , in the State of Maryland, Mortgagors , and the

THE LINCOLN NATIONAL BUILDING ASSOCIATION, INCORPORATED ----- - ----------

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagors ----------

being members of the said body corporate ----------

have received therefrom an advance of TWO THOUSAND --00/100-------($2000.00)------

---------- Dollars

on ---twenty---(20)----------shares of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

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

do --- grant unto THE LINCOLN NATIONAL BUILDING ASSOCIATION, INCORPORATED---

and its successors and assigns, all those lots ---------- ---------- ----------

piece or parcel of ground situate and lying in the Anne Arundel County, State of Maryland,

~~at present known as No.~~

and described as follows: BEGINNING for the first at a point formed by the intersection of the westernmost line of Beachwood Road and the southeasternmost line of lot 34 as shown on the plat of Beachwood Forest, which plat is duly recorded among the Land Records of Anne Arundel County prior hereto, and running thence southwesterly binding on the southerenmost outline of lot No. 34, as aforesaid 245 feet more or less to the Magothy River, thence in a general northerly direction binding and along and upon the waters of the Magothy River, to a point 12.55 feet northwesterly along the line of said river from the point where said line of said river is intersected by the southwesternmost line of lot No. 1, as shown on the plat aforesaid, thence north 38 degrees 45 minutes east 16.6 feet to a point thence south 86 degrees 5 minutes east 870 feet to a stone, thence north 5 degrees 55 minutes east 979 feet to a stone on the south line of the County Road, thence still north 5 degrees 55 minutes east 508 feet to a point, thence north 51 degrees 40 minutes east 1123.8 feet to a point, thence south 5 degrees 55 minutes west 3100 feet to a point thence north 84 degrees 5 minutes west 500 feet to a point thence south 85 degrees 55 minutes west 675 feet, more or less to the easternmost line of Beachwood Road, aforesaid, thence across said road 40 feet to the place of beginning. Containing 64.8 acres of land, more or less.

BEING the same lot of ground which by deed dated August 25, 1943, and recorded among the Land Records of Anne Arundel County in Liber JHH-293, folio 162 was granted and conveyed by William B. Booz, etc., Trustees, unto the within Mortgagors.

SAVING and EXCEPTING Lots Nos. 75, 76, 77, 78, 79, 80, 83, 84, 85, 89, 90, 93, 100, 101, 146, and 147, as shown on the plat of Beachwood Park from a survey made by Keller and Keller dated December 1949 and recorded among the Plat Records of Anne Arundel County July 1, 1950, Cabinet No. 3 Rod F9, Plat 10, which lots have been conveyed by the within Mortgagors.

BEGINNING for the second in the center of a culvert at the distance of 17 perches on the south 88 degrees east 24 perches line of the whole tract and running thence on the line thereof and in the center of the County Road south 88 degrees east 7 perches south 70½ degrees east 12 perches south 62 degrees east 7½ perches south 81½ degrees east 11-3/4 perches, thence leaving said road and passing over a stone on the south side thereof south 4½ degrees west 20-3/5 perches to a stone.

FILED

APR 11 1958

south 33 degrees west 46 perches to a stone north 86-3/4 degrees west 30.7 perches to a stone now set; still north 86-3/4 degrees west 9/10 of a perch to the waters of a cove of the Magothy River, thence on said cove north 25 degrees west 6 perches north 3 degrees west 4.3 perches north 30 degrees east 8½ perches north 45 degrees east 13 perches north 5 perches, north 25 degrees east 4 perches north 35 degrees west 6 perches to a willow stump at the end of the open water, thence through the center of the marsh north 31 degrees east 12.7 perches to a pine tree now blazed north 28 degrees east 5½ perches north 30½ degrees east 6 perches north 38 degrees east 6 perches to the beginning. Containing 16 acres of land, more or less.

BEING the same lot of ground which by Deed dated September 15, 1949 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 540 folio 141 was granted and conveyed by Earl.F. Meushaw, et al, unto the within Mortgagors.

It is understood and agreed that except for lots that have been heretofore conveyed by Hiram E Smith and Lula E. Smith, his wife, this mortgage covers all of those lots and the portion labeled "Amusement Park Area" on the plat entitled Beachwood Park by Keller and Keller dated September 1949 which plat was recorded among the Plat Records of Anne A undel County on July 31, 1950, Cabinet No. 3, Rod F9, Plat 10.

PRIVILEGE is reserved to pay this debt in full at any time, 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, a premium charge of one per centum (1%) of the principal amount thereof still unpaid shall be paid to the Mortgagee.

In the event the Mortgagors' equity herein is eliminated, either voluntarily or involuntarily, or execution is levied thereupon, then at the option of the Mortgagee the entire balance shall be accelerated and immediately due and payable.

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; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of siad property are hereby assigned to the Mortgagee as additional security.

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

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

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

3

AND the said Mortgagors, for themselves, their ---- heirs, executors, administrators and assigns, covenant with the said Mortgagee, ----------

its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns weekly, the sum of one hundred-----cents on each of said --twenty------- shares of stock as dues, until the combined payment of dues shall amount to One hundred--00/100---($100.00)----- Dollars for each of said --Twenty------ shares, and also to pay weekly, the sum of twelve (12)---------

--------- cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of One Hundred--00/100--($100.00) dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the ground rent and insurance upon said property, the said MORTGAGOR hereby covenant to pay to the said MORTGAGEE, the further sum of --no-------- Dollars and ----no------- cents weekly, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGORS will on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on Them --- by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

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

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

WITNESS the hands and seals of the said Mortgagors, the day and year first above written:

TEST:

Joanne C. Wintermute

Joanne C. Wintermute

Hiram E. Smith (SEAL)
HIRAM E. SMITH

Lula E. Smith (SEAL)
LULA E. SMITH

(SEAL)

4

BOOK 149 PAGE 306

STATE OF MARYLAND, City of Baltimore ---------- SS: LIBER 1235 PAGE 280

I HEREBY CERTIFY, that on this ---4th---- day of September in the year one thousand nine hundred and fifty-eight ---, before me, a Notary Public ------ of the State of Maryland, in and for -the City of Baltimore, State ---------- aforesaid, personally appeared HIRAM E. SMITH and LULA S. SMITH, his wife ---------- the Mortgagor s named in the aforegoing Mortgage, and they ---------- acknowledged the aforegoing Mortgage to be their act. At the same time also appeared LAWRENCE A. GARFIED, President of THE LINCOLN NATIONAL BUILDING ASSOCIATION, INCORPORATED 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.

1000

Rec'd for record Sept. 17 1958 at 9:56 A.M.

Mailed to John M. Balder

Joanne C. Wintermute

Joanne C. Wintermute, Notary Public

5/4/59

For Partial Release - See Land Liber No. G.T.C. 1287 - Folio 242 - Rec. 4/14/59 - at 11.01 A.M.

" " " " " Liber G.T.C. No 1370 Folio 147 Rec. 2/13/60 at 1:31 A.M.

For Assmt. of Mortgage Assignment see Land

Record G.T.C. No. 1370 Folio 150

Recorded February 13, 1960 at 9:31 A.M.

For Assmt. of Mortgage Assignment see Land

Record G.T.C. No. 1524 Folio 570

Recorded Nov. 20/1961 at 8:52 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing MORTGAGE is truly taken and copied from Liber G.T.C. No. 1235 folio 277 one of the LAND Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 28TH day of FEBRUAR A. D., 1963

Louis N. Phipps

Clerk of the Circuit Court for Anne Arundel County

No. 15,542
Equity

BOOK 149 PAGE 387 Liber 540 Page 145

THIS MORTGAGE, Made this 20th day of September in the year one thousand nine hundred and fifty-two, between [illegible] of Anne Arundel County, State of Maryland, Mortgagor s, and [illegible], hereinafter called the Mortgagee, party of the second part

[illegible] Mortgage having been

[illegible] premises and of

[illegible] these [illegible] lots-

[illegible] Anne Arundel Co., State of Maryland, and described as follows:

BEGINNING for the first at a point formed by the intersection of the easternmost line of Beachwood Road and the southeasternmost line of lot 34 as shown on the plat of Beachwood Forest, which plat is duly recorded among the Land Records of Anne Arundel County prior hereto, and running thence southwesterly binding on the southernmost outline of lot no. 34, aforesaid 245 feet more or less to the Magothy River, thence in a general northerly direction binding and along and upon the waters of the Magothy River, to a point 12.55 feet northwesterly along the line of said river from the point where said line of said river is intersected by the southwesternmost line of lot no. 1, as shown on the plat aforesaid, thence north 3° degrees 45 minutes east 16.6 feet to a point thence south 86 degrees 5 minutes east 870 feet to a stone, thence north 5 degrees 55 minutes east 979 feet to a stone on the south line of the County Road, thence still north 5 degrees 55 minutes east 508 feet to a point, thence north 51 degrees 40 minutes east 1123.9 feet to a point, thence south 5 degrees 55 minutes west 3100 feet to a point thence north 84 degrees 5 minutes west 500 feet to a point thence south 85 degrees 55 minutes west 675 feet, more or less to the easternmost line of Beachwood Road, aforesaid, thence across said road 40 feet to the place of beginning. Containing 64.8 acres of land, more or less.

For Partial Release as to Charles M. Bowden 8/17/53 at 2-45 P.M.

For Partial Release as to Lot #1 Beachwood 10-16-57 at 2-45 P.M.
" " " " " 8-30-53 at 9.05 A.M.
" " " " " 8-30-53 at 9.05 A.M.
" " " " " 5-13-55 at 2.45 P.M.
" " " " " [illegible] at 9.18 A.M.

For Partial Release as to Lot #1 Beachwood Liber G.T.C. 649 Folio 220 - 12 June 1957 at 2 P.M.

For Partial Release as to Lot #1 Beachwood Liber G.T.C. 699 Folio 381 Recorded April 17, 1958 at 11:12 A.M.

For Partial Release as to Lot #1 Beachwood Liber G.T.C. 1168 Folio 540 Nov. 23, 1959 at 10:25 A.M.

For Partial Release as to Lot #1 Beachwood Liber G.T.C. 1077 Folio 136 Nov. 6/1956 at 9:05 A.M. 167-169

For Partial Release as to Lot #1 Beachwood Liber G.T.C. 1077 Folio 241 Nov. 10, 1956 at 11:42 A.M.

BOOK 1423 PAGE 540

[illegible] and
[illegible] Liber [illegible]
[illegible] Page [illegible] etc.,

[illegible] west at the distance of
[illegible] of the whole tract
[illegible] and in the center of the County Road
[illegible] degrees east 12 perches south
[illegible] east 12-3/4 perches, thence
[illegible] the south side thereof south
[illegible] degrees west 4½ perches
[illegible] perches to a stone now set;
[illegible] to the waters of a cove
[illegible] north 89 degrees west [illegible] perches
[illegible] degrees east 9½ perches north
[illegible] north 89 degrees east 4 perches
[illegible] at the end of the open
[illegible] north 31 degrees east 12.7
[illegible] degrees east 51 perches north
[illegible] to the beginning.

[illegible] and
[illegible] recorded
[illegible] among the Land Records
[illegible] by Frank P. Widmer, et al,

[illegible] as Lot No. 2 of Peachwood Land
[illegible] by the Assignors from Frank Myers
[illegible] recorded among the Land Records

[illegible] the privileges and appurtenances thereto belonging.

[illegible] lot of ground - - - - - - - - - - - -

[illegible] parcel - - - - - - - - - -

- - - - - - - - - -

PROVIDED [illegible], their - - - heirs, personal representatives or assigns, shall make the payments and perform the covenants as herein provided then this mortgage shall be void.

AND the said Mortgagors -

for themselves, their - heirs, personal representatives and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows: that is, to pay weekly to the said mortgagee, its successors or assigns, the sum of twenty-five cents (25¢) per share - - - - - - - - - - - -

as dues until the said sum of Twenty Nine Thousand Five Hundred Dollars - - - shall be repaid; and also to pay weekly, at the time and place specified by the mortgagee, the sum of THIRTY FIVE and 40/100 Dollars - - - - - - - as interest until the sum of One Hundred Dollars - - - - - - - - - - - - - - - - shall be repaid in weekly dues, when the said weekly payments of

interest shall be reduced - - - twelve - - - - cents; and so on, and as often as One Hundred - dollars shall be so repaid in dues, the weekly payments of interest shall be so reduced - - twelve - - - - - - - - cents; to pay all fines and penalties that may be imposed upon - - - - them - - - - - - - - by said mortgagee in accordance with its charter, constitution or by-laws, which by-laws are hereby made a part hereof; to pay all

For Partial Release see Land
Record Liber No. 1287 Folio 273
Recorded April 14, 1952 at 11:47 A.M.
For Partial Release see Land
Record Liber No. 1374 Folio 147
Recorded January 13, 1953 at 9:31 A.M.

[illegible] the property [illegible] is now or may [illegible] s [illegible] Ten Dollars - - - - - - - - - - - - - - - - [illegible] time to time apply to the [illegible] of said [illegible] during the continuance of this mortgage be insufficient [illegible] the difference [illegible] said sum be more [illegible] s

[illegible] s [illegible] property fully insured [illegible] and to deliver all policies to the mortgagee [illegible] its successors or assigns, to the extent of its [illegible] FIVE HUNDRED [illegible] AND - - - - - - - - - - - [illegible] the sum of TWENTY NINE [illegible] shall be repaid.

[illegible] the said mortgagors, their heirs, personal [illegible] the entire indebtedness shall [illegible]

[illegible] AFTER [illegible] NIDER - [illegible] at any time after default in

[illegible] property, or so much thereof as may [illegible] expenses incident to said sale, and to grant, assign [illegible] heirs, personal representatives or assigns; and [illegible] notice of the time, place, manner [illegible] Anne XXXXXXX Arundel - - County, and such other [illegible] the court of such sale under the powers hereby granted [illegible] incident thereto, including [illegible] commission to the party [illegible] selling said property be virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the [illegible] its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the [illegible] shall be paid to the mortgagor s, 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 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 the Circuit Court of Anne Arundel - - XXXXXX - - - - - - - - - - County in Equity, which said expenses, costs and commission 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 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 and commission, but said sale may be proceeded with, unless prior to the day appointed therefor a legal tender be made of said principal, interest, costs, expenses and commissions.

IT IS FURTHER AGREED, that in case the mortgagor s cease to own, sell , transfer , or dispose of the within described property, without first obtaining the assent in writing of the mortgagee, then the unpaid balance shall immediately become due, and in default of payment this mortgage may be foreclosed.

AS WITNESS - - the hand s and seals of the within Mortgagors, the day and year first above written:

TEST:

Adelina R. Suresch
ADELINA R. SURESCH

Hiram E. Smith (SEAL)
HIRAM E. SMITH

Lula E. Smith (SEAL)
LULA E. SMITH

.... (SEAL)

.... (SEAL)

[illegible] Assignment of Mortgage
[illegible] A.C.T.C. No. 1524 Page 570
Recorded November 20 1961
8:52 A. M.

BOOK 149 PAGE 210

AS WITNESS [illegible]

[illegible] H. [illegible], Notary Public

Recorded - 27th-Sept-1[illegible]-at-[illegible]-P.M.

Mailed to Chas M. Balder 12/11/52

Baltimore, Maryland

For Value Received, The Aldine Building Association, Incorporated, a body corporate hereby assigns all its right, title and interest in and to the within mortgage, unto The Independent Mutual Building Association, Incorporated, without recourse.

As witness its Corporate Seal and the signature of Francis M. Preston, its Vice President this 10th day of September, 1952.

Attest: A. R. Suresch, Secretary

Corporate Seal

The Aldine Building Association Incorporated
By Francis M. Preston, Vice President

Recorded: October 22, 1952 at 11.40 A.M. "OP"

Baltimore, Maryland

For Value Received, The Independent Mutual Building Association, Incorporated, a Body Corporate, hereby assigns all its right, title and interest in and to the within Mortgage, unto The Independent Life Insurance Company without recourse.

As Witness its Corporate Seal and the signature of Alton P. Balder, its President this 13th day of January, 1953.

Attest: F. M. Preston, Asst. Secretary

Corporate Seal

The Independent Mutual Building Association, Incorporated

Recorded - 14th January 1953 at 1-45 P.M.

Mailed to Chas M. Balder 4/12-53

Baltimore, Maryland

For Value received, The Independent Life Insurance Company, [illegible] corporate, hereby assigns all its right, title and interest in and to the within mortgage unto The Independent Mutual Building Association, Incorporated, without recourse.

As Witness its Corporate Seal and the signature of Mark H. [illegible], its President, this 28th day of May, 1959.

Attest: [illegible]

The Independent Life Insurance Company
By Mark H. [illegible] - Pres.

Corporate Seal

[illegible] Secty.

Recorded June 2, 1959 - at 9.0[illegible] A.M.

Corporate Seal written in 2/24/1960

Assignment see Land

Record [illegible] No. 1[illegible]76 Folio 150

Recorded Feb 13, 1960 at 9:31 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing.....MORTGAGE.....is truly taken and copied from Liber J. H. H..... No..540..... folio.145..... one of the .....LAND..... Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this...28th..day of..FEBRUARY..... A. D., 1963..

Louise N. Phipps
Clerk of the Circuit Court for Anne Arundel County

FILED
1963 APR 11 AM 9:5[illegible]

ASSIGNMENT OF MORTGAGE

BOOK 1639 PAGE 373 BOOK 149 PAGE 311 A

No. 5542 Equity

This Deed, Made this 8th day of March

in the year one thousand nine hundred and sixty-three by Woodmoor Savings and Loan Association, Inc, , a body corporate, incorporated under the Laws of the State of Maryland

WITNESSETH, that in consideration of the sum of One dollar ($1.00)

Dollars,

the said Woodmoor Savings and Loan Association, Inc.

do es hereby grant and assign unto Alvin Lapidus for the purpose of foreclosure

all its right, title and interest in a certain mortgage made to The Aldine Building Association, Inc. and assigned to Robert J. Young and A & L Realty Co, Inc. by and assigned to Woodmoor Savings and Loan Association, Inc.

by Hiram E. Smith and Lula E. Smith, his wife

dated the 20th day of September 19 49 , and recorded among the Land Records of Anne Arundel County

in Liber J.H.H. No. 540 Folio 145 , etc.,

BOOK 1639 PAGE 374 BOOK 149 PAGE 317

AS WITNESS ~~his hand and~~ seal the day and year first above written.

Witness the corporate seal of said body corporate and the signature of Stanley I. Lapidus, its president

TEST:

Dolores L. Johnson

Woodmoor Savings and Loan Association, Inc [SEAL]

Stanley I. Lapidus

by Stanley I. Lapidus [SEAL]

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

I Hereby Certify, That on this 9th day of March in the year one thousand nine hundred and sixty-three before me, the subscriber, a Notary Public (~~Justice of the Peace~~) of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Stanley I. Lapidus, president of the Wooodmoor Savings and Loan Asso., Inc and he acknowledged the foregoing Assignment of Mortgage to be the corporate act.

As witness my hand and Notarial Seal.

DOLORES L. JOHNSON NOTARY PUBLIC BALTIMORE, MD.

Dolores L. Johnson

Notary Public - ~~Justice of the Peace~~

Rec'd for record Mar. 13 1963 at 8:56 AM

~~Mailed to~~ Alvin M. Lapidus

FILED

1963 APR 11 AM 9:52

10

STATEMENT OF MORTGAGE CLAIM

BOOK 149 PAGE 312

ALVIN LAPIDUS

vs.

HIRAM E. SMITH AND LULA E. SMITH, his wife

DOCKET ..... FOLIO .....
CASE NO. 15,542 Equity
FILED .....

IN THE

CIRCUIT COURT ~~XXXXX~~ ~~No. 2~~

—OF—
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

STATEMENT OF MORTGAGE DEBT

MORTGAGE BALANCE as of 10/20/61	$ 20,138.62
Interest to 3/20/63	1,779.90
Taxes paid 2/28/62	2,029.58
Interest on Taxes paid to3/20/63	131.77
TOTAL DUE as of 3/20/63	$ 24,079.87

Alvin Lapidus

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 8th 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 Alvin Lapidus

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,

Leonard Cohen
Notary Public.

LEONARD COHEN NOTARY PUBLIC 1963 BALTIMORE, MD.

FILED
APR 11 AM 9:52

ALVIN M. LAPIDUS
Attorney
11 E. Lexington St.
Baltimore 2, Maryland

Assignee's Sale

Of Valuable Fee Simple Acreage

AND AMUSEMENT PARK, KNOWN AS BEECHWOOD PARK WITH FRONTAGE ON THE ARUNDEL COUNTY, MD.

The undersigned, Alvin Lapidus, Assignee of the mortgages referred to as Assignee's Exhibit in the case entitled "Alvin Lapidus, Assignee versus Hiram E. Smith and Lula E. Smith, his wife, in the Circuit Court of Anne Arundel County, and by virtue of the power and authority contained in said mortgages, default having occurred in the terms and conditions thereof, will sell at public auction, on the premises known as Beechwood Park and Beechwood Forest in the Third Election District of Anne Arundel County, Md., on

Thurs., May 16, 1963 at 12:00 Noon E.D.S.T.

All that tract of land situate on the north side of the Magothy River in the Third Election District of Anne Arundel County, Maryland which is particularly described according to a survey thereof made by Thomas H. Disney Surveyor, in August 1924, as follows:

BEGINNING for the same in the center of a culvert at the distance of 17 perches on the south 88 degrees east 24 perches line of the whole tract and running thence on the line thereof and in the center of the County-Road south 88 degrees east 7 perches, south 70½ degrees east 12 perches south 62 degrees east 7½ perches south 81½ degrees east 11¾ perches, thence leaving said road and passing over a stone on the south side thereof

No. E 13

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 313

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 16, 1963

We hereby certify, that the annexed

Assignee's Sale

Hiram E. Smith

No. 15,542 Equity

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of May, 1963. The first insertion being made the 24th day of April, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Pilgrim

FILED
1963 MAY 16 PM 4:32

now pending in said Court.

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

Alvin Lapidus

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.

Norman Lebrecht

Alvin Lapidus (SEAL)

(SEAL)

(SEAL)

NATIONAL SURETY CORPORATION

By Rose M. Bausch
Rose M. Bausch Attorney-in-fact

Bond approved this 16 day of May, 1963

Louis N. Phipps, Clerk

FILED
1963 MAY 16 AM 9:05

12

BOOK 149 PAGE 313A

ALVIN M. LAPIDUS
Attorney
11 E. Lexington St.
Baltimore 2, Maryland

Assignee's Sale

Of Valuable Fee Simple Acreage

AND AMUSEMENT PARK, KNOWN AS BEECHWOOD PARK WITH FRONTAGE ON THE ARUNDEL COUNTY, MD.

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BEGINNING for the same in the center of a culvert at the distance of 17 perches on the south 88 degrees east 24 perches line of the whole tract and running thence on the line thereof and in the center of the County-Road south 88 degrees east 7 perches south 70½ degrees east 12 perches south 62 degrees east 7½ perches south 81½ degrees east 11¾ perches, thence leaving said road and passing over a stone on the south side thereof

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THE CAPITAL-GAZETTE PRESS, INC.

By H. Pilgrimson

FILED
1963 MAY 16 PM 4:32

south 4½ degrees west 20 3/5 perches to a stone south 33 degrees west 46 perches to a stone north 86¾ degrees west 30.7 perches to a stone now set; still north 88¾ degrees west 9/10 of a perches to the waters of a cove of the Magothy River, thence on said cove north 25 degrees west 6 perches north 3 degrees west 4.3 perches north 30 degrees east 8½ perches north 45 degrees east 13 perches north 5 perches north 25 degrees east 4 perches north 35 degrees west 6 perches to a willow stump at the end of the upen water, thence through the center of the marsh north 31 degrees east 12.7 perches to a pine tree now blazed north 28 degrees east 5½ perches; north 30½ degrees east 6 perches north 38 degrees east 6 perches to the beginning. Containing 16 acres of land more or less. Beginning for the same at a point formed by the intersection of the westernmost line of Beachwood Road and the southeasternmost line of lot 34 as shown on the plat of Beachwood Forest, which plat is duly recorded among the Land Records of Anne Arundel County prior hereto, and runnning thence southwesterly binding on the southernmost outline of Lot No. 34, as aforesaid 243 feet more or less to the Magothy River, thence in a general northerly direction binding and along and upon the waters of the Magothy River, to a point 12.55 feet north westerly along the line of said river from the point where said line of said river is intersected by the southwesternmost line of Lot No. 1, as shown on the plat aforesaid thence north 38 degrees 45 minutes east 16.6 feet to a point thence south 86 degrees 5 minutes east 870 feet to a stone, thence north 5 degrees 55 minutes east 979 feet to a stone on the south line of the County Road, thence still north 5 degrees 55 minutes east 508 feet to a point, thence north 51 degrees 40 minutes east 1123.8 feet to a point, thence south five degrees 55 minutes west 3100 feet to a point thence north 84 degrees 5 minutes west 500 feet to a point thence south 85 degrees 55 minutes west 675 feet, more or less to the easternmost line of Beachwood Road, aforesaid, thence across said road 40 feet to the place of beginning. Containing 64.6 acres of land, more or less.

SAVING AND EXCEPTING therefrom the property described in the following releases recorded among the Land Records of Anne Arundel County: JHH 649 fol. 220 Lot 84; JHH 699 fol 561 Lot 146; JHH 729 fol 543 Lot 100; JHH 772 fol 60 Lots 85 & 99; JHH 772 fol 61, Lot 35: JHH 963 fol 286 Lots 33 & 34; JHH 998 fol 584 Lot 83; GTC 1077 fol 168 Lot 93, GTC 1077 fol 169 Lots 78, 79, 80, 89, 90; GTC 1078 fol 241 Lot 147: GTC 1112 fol 436 Lot 75, 76, 77; GTC 1168 fol 540 Lot 101 GTC 1287 fol 293 Lot 201; GTC 1370 fol 147 Lots 42, 148, 149, 202, 203

Together with all the buildings thereon and all the rights, ways, waters, privilepes, appurtenances and advantages thereunto belonging or in anywise appertaining.

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

TERMS OF SALE: A cash deposit of $5,000 will be required of purchaser at time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the day of sale to day of settlement. Taxes and all other expenses to be adjusted to day of sale. All documentary stamps and transfer tax to be paid by purchasers.

Alvin Lapidus,
Assignee
HARVEY WEST,
Auctioneer
218 E. Lexington St.
Balto. 2, Md. M-15

Beechwood Park Fee-Simple

MEMORANDUM OF PURCHASE AT PUBLIC AUCTION

The undersigned purchaser hereby acknowledges that I (or We) have this day purchased the property described in the within advertisement, subject to the conditions stated therein, at the price of

$ 22500.00 Fee-Simple

And have paid to HARVEY WEST, Auctioneer, the sum of

$ —

by way of deposit and earnest money, and I (or We) agree to complete the purchase in accordance with said conditions.

As witness my hand this 16th day of May, 1963.

[signature] (SEAL)
PURCHASER

(SEAL)
PURCHASER

3317 Essex Rd
ADDRESS

I acknowledge receipt of deposit:

AUCTIONEER

The above offer is accepted subject to the conditions of sale in said advertisement, and I (or We) agree to deliver title as therein stated as necessary to complete the sale, subject to the conditions herein set forth.

Alvin Lapidus (SEAL)
SELLER OR AUTHORIZED AGENT

(SEAL)
SELLER OR AUTHORIZED AGENT

14

COPY OF ADVERTISEMENT

BOOK 149 PAGE 316

ALVIN M. LAPIDUS
Attorney
11 E. Lexington St.
Baltimore 2, Maryland

Assignee's Sale

Of Valuable Fee Simple Acreage

AND AMUSEMENT PARK KNOWN AS BEECHWOOD PARK WITH FRONTAGE ON THE ARUNDEL COUNTY, MD.

The undersigned, Alvin Lapidus Assignee of the mortgages referred to as Assignee's Exhibit in the case entitled "Alvin Lapidus, Assignee versus Hiram E. Smith and Lula E. Smith, his wife, in the Circuit Court of Anne Arundel County, and by virtue of the power and authority contained in said mortgages, default having occurred in the terms and condition

Said property is subject to all existing easements and restrictions on record. Statements of rentals are from best information but are not guaranteed and are informatory only. There are no implied warranties.

Harvey West

AUCTIONEER AND APPRAISER

KNICKERBOCKER BUILDING - 218 E. LEXINGTON STREET
SAratoga 7-4046 BALTIMORE 2, MARYLAND

FILED
1963 MAY 21 PM 4:25

thereof, will sell at public auction, on the premises known as Beechwood Park and Beechwood Forest in the Third Election District of Anne Arundel County, Md., on

Thurs., May 16, 1963
at 12:00 Noon
E.D.S.T.

All that tract of land situate on the north side of the Magothy River in the Third Election District of Anne Arundel County, Maryland which is particularly described according to a survey thereof made by Thomas H. Disney Surveyor, in August 1924, as follows:

BEGINNING for the same in the center of a culvert at the distance of 17 perches on the south 88 degrees east 24 perches line of the whole tract and running thence on the line thereof and in the center of the County-Road south 88 degrees east 7 perches south 70½ degrees east 12 perches south 62 degrees east 7½ perches south 81½ degrees east 11¾ perches, thence leaving said road and passing over a stone on the south side thereof south 4½ degrees west 20 3/5 perches to a stone south 33 degrees west 46 perches to a stone north 86¾ degrees west 30.7 perches to a stone now set: still north 86¾ degrees west 9/10 of a perches to the waters of a cove of the Magothy River, thence on said cove north 25 degrees west 6 perches north 3 degrees west 4.3 perches north 30 degrees east 8½ perches north 45 degrees east 13 perches north 5 perches north 25 degrees east 4 perches north 35 degrees west 6 perches to a willow stump at the end of the open water, thence through the center of the marsh north 31 degrees east 12.7 perches to a pine tree now blazed north 28 degrees east 5½ perches north 30½ degrees east 6 perches north 38 degrees east 6 perches to the beginning. Containing 16 acres of land more or less. Beginning for the same at a point formed by the intersection of the westernmost line of Beachwood Road and the southeasternmost line of lot 34 as shown on the plat of Beachwood Forest, which plat is duly recorded among the Land Records of Anne Arundel County prior hereto, and runnning thence southwesterly binding on the southernmost outline of Lot No. 34, as aforesaid 245 feet more or less to the Magothy River, thence in a general northerly direction binding and along and upon the waters of the Magothy River, to a point 12.55 feet north westerly along the line of said river from the point where said line of said river is interscected by the southwesternmost line of Lot No. 1, as shown on the plat aforesaid thence north 38 degrees 45 minutes east. 16.6 feet to a point

thence south 86 degrees 5 minutes east 870 feet to a stone, thence north 5 degrees 55 minutes east 979 feet to a stone on the south line of the County Road, thence still north 5 degrees 55 minutes east 508, feet to a point, thence north 51 degrees 40 minutes east 1123.8 feet to a point, thence south five degrees 55 minutes west 3100 feet to a point thence north 84 degrees 5 minutes west 500 feet to a point thence south 85 degrees 55 minutes west 675 feet, more or less to the easternmost line of Beachwood Road, aforesaid, thence across said road 40 feet to the place of beginning. Containing 64.8 acres of land, more or less.

SAVING AND EXCEPTING therefrom the property described in the following releases recorded among the Land Records of Anne Arundel County: JHH 649 fol. 220 Lot 84; JHH 699 fol 561 Lot 146; JHH 729 fol 543 Lot 100; JHH 772 fol 60 Lots 85 & 99; JHH 772 fol 61, Lot 35; JHH 963 fol 286 Lots 33 & 34; JHH 998 fol 584 Lot 83; GTC 1077 fol 168 Lot 93. GTC 1077 fol 169 Lots 78, 79, 80, 89, 90; GTC 1078 fol 241 Lot 147; GTC 1112 fol 436 Lot 75, 76, 77; GTC 1168 fol 540 Lot 101 GTC 1287 fol 293 Lot 201; GTC 1370 fol 147 Lots 42, 148, 149, 202, 203

Together with all the buildings thereon and all the rights, ways, waters, privilepes, appurtenances and advantages thereunto belonging or in anywise appertaining.

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

TERMS OF SALE: A cash deposit of $5,000 will be required of purchaser at time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the day of sale to day of settlement. Taxes and all other expenses to be adjusted to day of sale. All documentary stamps and transfer tax to be paid by purchasers.

Alvin Lapidus,
Assignee
HARVEY WEST,
Auctioneer
218 E. Lexington St.
Balto. 2, Md.

A-24

BOOK 149 PAGE 319

ALVIN LAPIDUS, ASSIGNEE	*	IN THE
- VS -		CIRCUIT COURT
HIRAM E. SMITH AND LULA E.	*	OF
SMITH, his wife	*	ANNE ARUNDEL COUNTY

No. 15,542 Equity

REPORT OF SALE

TO THE HONORABLE JUDGE of the

CIRCUIT COURT of ANNE ARUNDEL COUNTY:

The Report of Sale of Alvin Lapidus, Assignee of the mortgages filed in these proceedings respectfully shows, that after giving bond with security for the faithful performance 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 Capitol Gazette, a daily newspaper, published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Assignee, Alvin Lapidus, did pursuant to said notice on Thursday, May 16,1963, at 12:00 noon attend on the premises and then and there sold the property described in the proceedings and in the attached advertisement to Stanley I. Lapidus, for the sum of $22,500.00 in fee simple.

Alvin Lapidus

STATE OF MARYLAND, City of Baltimore , Sct:

I Hereby Certify That on this 17th day of May,1963, before me, a Notary Public of the State of Maryland,in and for the City of Baltimore , personally appeared Alvin Lapidus, Assignee, and he 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

DOLORES L. JOHNSON NOTARY PUBLIC BALTIMORE, MD.

Dolores L. Johnson

FILED

1963 MAY 21 PM 4:25

15

ORDER NISI

ALVIN LAPIDUS, ASSIGNEE

versus

HIRAM E. SMITH AND

LULA E. SMITH, HIS WIFE

BOOK 149 PAGE 320

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,542 Equity

Ordered, this 21st day of May, 19 63, That the sale of the property in these proceedings mentioned made and reported by Alvin Lapidus, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the ~~1st~~ 26 day of ~~July~~ 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 ~~1st~~ 26 day of ~~July~~ June next.

The report states that the amount of sale was $ 22,500.00

Lewis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Alvin Lapidus, Atty.
(Final Order)

FOR: ~~MARYLAND GAZETTE~~ Evening Capital May ~~30~~th Edition 25,

ALVIN LAPIDUS, ASSIGNEE

versus

HIRAM E. SMITH AND

LULA E. SMITH, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st 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.

Matthew S. Evans
JUDGE.

FILED

1963 JUL -1 PM 4:13

16

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,542 Equity

ALVIN LAPIDUS, Assignee

versus

HIRAM E. SMITH and LULA E. SMITH, his wife

Ordered, this 21st day of May, 1963, That the sale of the property in these proceedings mentioned made and reported by Alvin Lapidus, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of June next.

The report states that the amount of sale was $22,500.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

Ju-15

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 321

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 18, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,542

Hiram E. Smith

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of June, 1963. The first insertion being made the 25th day of May, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

JUN 19 PM 1:12

No. E. C. 2998 1963

17

BOOK 149 PAGE 322

Alvin Lapidus, Assignee	*	
	*	
	*	
11 E. Lexington Street	*	IN THE
	*	
vs.	*	CIRCUIT COURT
	*	
Circuit Court of Anne Arundel County	*	OF
	*	
	*	~~BALTIMORE CITY~~
Beechwood Park	*	ANNE ARUNDEL COUNTY
	*	
	*	No. 15,542 Equity

* * * * * * * * * *

AUCTIONEER'S AFFIDAVIT

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding us to be employed to make the sale for which the annexed bill or statement was rendered.

HARVEY WEST, AUCTIONEER

By Harvey West

Subscribed and sworn to before me, a Notary Public in and for Baltimore ~~City~~ County by HARVEY WEST this 16th day of May, 1963.

Arnold M. Applefeld
Notary Public

ARNOLD M. APPLEFELD NOTARY PUBLIC BALTIMORE COUNTY, MD.

FILED

1963 JUL -1 AM 10:46

18

BOOK 149 PAGE 323

SARATOGA 7-4046

Harvey West

AUCTIONEER AND APPRAISER

KNICKERBOCKER BUILDING • 218 E. LEXINGTON STREET • BALTIMORE 2, MARYLAND

REAL ESTATE SALES
JUDICIAL SALES
LIQUIDATIONS
MERCHANDISE
APPRAISALS

No. 15,542 Equity

ANNE ARUNDEL COUNTY
STATE OF MARYLAND, ~~CITY OF BALTIMORE~~, SCT:

I HEREBY CERTIFY, that on this 16th day of May, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Stanley Lapidus, purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said property Beechwood Park, Anne Arundel Co., Maryland mentioned in the said Report of Sale.

Stanley Lapidus (Seal)
Purchaser

(Place)

Harvey West
Notary Public

Purchaser

Purchaser

FILED
1963 JUL -1 AM 10:46

19

In the Case of

ALVIN LAPIDUS, Assignee

BOOK 149 PAGE 324

VS.

HIRAM E. SMITH and LULA E. SMITH, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,542 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 OCT 14 PM 2:16 FILED

All of which is respectfully submitted.

October 14, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 30 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.

Lewis N. Phipps

Clerk

Per: C. B. Tollerton, deputy

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1963 OCT 30 AM 10:21

20

21

Dr. ALVIN LAPIDUS, Assignee, vs. HIRAM E. SMITH and LULA E. SMITH, his wife,

BOOK 149 PAGE 325

In Acct. with ALVIN LAPIDUS, Assignee of Mortgage

					Cr.	
1963						
May	16	Proceeds of Sale	22,500	00		
		Interest on deferred payment of $17,500.00				
		from 5/16/63 to 7/16/63	225	00	22,725	00
					22,725	00
		To Assignee for fee, viz:	150	00		
		To Assignee for commissions, viz:	711	75	861	75
		To Assignee for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court costs	28	00		
		Clerk of Court - Recording long assmt. of mortgage	3	00		
		Auditor - stating this account	22	50	63	50
		To Assignee for expenses, viz:				
		Capital Gazette Press - advertising sale	152	24		
		Capital Gazette Press - Order nisi, sale	15	00		
		National Surety Corp.- bond premium	100	00		
		Harvey West - auctioneer's fee	35	00		
		1961-62-63 County & State taxes adjusted to 5/16/63	1,279	21	1,581	45
		To Alvin Lapidus, Assignee this balance				
		on account of claim filed	20,218	30	20,218	30
					22,725	00

		Amount of Mortgage claim filed	24,079	87		
		Interest on principal blance of $20,138.62 from 3/20/63 to 9/16/63 - 180 days @ 6%	712	28		
			24,792	15		
		Cr. - Amount allowed above	20,218	30		
		Balance subject to Decree in Personam	4,573	85		

BOOK 149 PAGE 327

MARGARET A. GUINN 411 Chestnut Street Wilmington, North Carolina and ARTHUR N. GREEN and CAROLYN GREEN, his wife H/H Co., 2nd Bn., 77th Armor Ft. Irwin Barstow, California Complainants	+	IN THE CIRCUIT COURT FOR
V:	+	ANNE ARUNDEL COUNTY
MARILYN GUINN, a minor 19 Sumac Road, Marley Park Glen Burnie P.O., Maryland and DOROTHY GUINN Box 290A 2, RD 1 Glen Burnie P.O., Maryland and EDWARD GUINN and MARY GUINN, his wife Box 243, Elvaton Acres Millersville P.O., Maryland Respondents	+	NO. 15,610 EQUITY

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

BILL OF COMPLAINT TO CONFIRM A CONTRACT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants, MARGARET A. GUINN, ARTHUR N. GREEN and CAROLYN GREEN, his wife, by Thomas J. Wohlgemuth, their attorney, respectfully represents:

1. That BENJAMIN W. GUINN and ISABELLA GUINN, his wife, were seized and possessed of a parcel of land in Anne Arundel County as tenants by the entireties, which is known and designated as Lot No. 1, Sectionl, of Elvator Heights, which they acquired by Deed from Russell Foxwell and Anna G. Foxwell, dated the 15th day of February 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 674, folio 117;copy of which said Deed is attached hereto, and intended to be made a part hereof, marked Exhibit 1.

2. That ISABELLA GUINN departed this life on January 28, 1955, and left surviving her the said BENJAMIN W. GUINN, her husband, who subsequently departed this life on August 20, 1960, intestate, and left surviving him EDWARD GUINN, MARGARET A. GUINN, DOROTHY GUINN and CAROLYN GREEN, all adults, and also MARILYN GUINN, a minor; that the death certificates of the said ISABELLA and BENJAMIN W. GUINN are attached hereto and intended to be made a part hereof, marked Exhibits No. 2 and 3.

3. That the said BENJAMIN W. GUINN left no personal estate and no letters of administration have been taken out on his estate.

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4. That all of the adult complainants and defendants have entered into ~~a~~ contracts of sale for the property described in paragraph No. 1; and that Edward Guinn, her brother, as next friend of Marilyn Guinn, also entered into a contract of sale with Michael Demyan for the sale of said aforesaid property at a total purchase price of $2,000.00 cash, on account of which purchase price there has been paid a total deposit of $30.00. attached hereto and made a part hereof, marked Exhibits 4, 5, 6, 7, and 8.

5. That the said real estate in these proceedings mentioned cannot be divided without material loss or injury thereto.

6. That the said contract of sale has been fairly made and that the said sale is for the best interest and advantage of both the complainants and defendants.

TO THE END THEREFORE:

(A) That the contract of sale mentioned in these proceedings be confirmed.

(B) That a notice to creditors be given pursuant to Article 93, Section 124 (1957.)

(C) That a Trustee may be appointed by this Honorable Court to collect the balance of the purchase money and upon payment of the same to execute to the purchaser, a deed conveying all of the right,title, interest and estate of this suit or of those claiming by, from or under them or either of them and to divide the money arising therefrom between the parties to this cause in accordance with their respective rights, priorities and interests.

(D) That your Complainants may have such other and further relief as their case may require.

AND as in duty bound, etc.

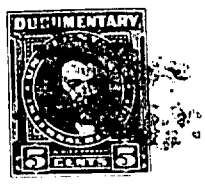
Thomas J. Wohlgemuth
4 Church Circle
Annapolis, Maryland
COlonial 3 - 2646
Solicitors for Complainants

x Margaret A. Guinn
Margaret A. Guinn

Arthur N. Green
Arthur N. Green

Carolyn Green
Carolyn Green

Complainants



LIBER 674 PAGE 117

NO TITLE EXAMINATION

BOOK 149 PAGE 329

This Deed, made this 15th day of February, in the year 1952, by and between Russell Foxwell and Anna G. Foxwell, his wife, hereinafter called parties of the first part, and Benjamin W. Guinn and Isabelle Guinn, his wife, of Millersville P.O., Maryland, hereinafter called parties of the second part, Witnesseth:

That for and in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said parties of the second part, their heirs and assigns, in fee simple, as tenants by the entireties, all that lot or parcel of ground lying, being and situate in the Third Election District of Anne Arundel County and more particularly described as follows:

Being Lot No. 1 as shown on a certain plat entitled "ELVATON HEIGHTS" subdivision Section No. 1, Foxwell Property on south side Co. Road leading from Elvaton to General's highway, near Elvaton, A. A. Co., Md.," dated April 1946 and made by J. R. McCrone, Annapolis, Md., which said plat is duly recorded among the Land Records of Anne Arundel County in Plat Cab. No. 3, Rod E-8, Plat No. 3, said lot containing 0.74 acre of land, more or less.

Being a part of the same property which was conveyed unto Russell Foxwell by Foxwell and Foxwell, Inc., a body corporate, by deed dated the 21st day of October, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 338, folio 80.

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

To Have and To Hold the above described property unto and to the proper use and benefit of the said parties of the second part, their heirs and assigns, in fee simple, as tenants by the entireties,

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"EX: #1" E/ Clowans Exemption

LAW OFFICES
GEORGE B. WOELFEL
ANNAPOLIS, MD.

3

subject to the following restrictions:

1. No lot or any part thereof to be sold, leased, rented or occupied by any negro, Mongolian or person of African or Mongolian descent, except as servants.

2. No dwelling to be erected containing less than four rooms.

And the said parties of the first part do hereby covenant that they will warrant specially the title to the property hereby conveyed and that they will execute such other and further assurances thereof as may be requisite.

Witness the hands and seals of the Grantors.

Witness:

Russell Foxwell (Seal)
Russell Foxwell

Anna G. Foxwell (Seal)
Anna G. Foxwell

Calvin A. Glover
Calvin A. Glover

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I hereby certify that upon this 15th day of February, in the year 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Russell Foxwell and Anna G. Foxwell, his wife, and each acknowledged the aforegoing deed to be their act.

Witness my hand and seal Notarial.

Calvin A Glover
Notary Public
Calvin A. Glover

Recorded: April 4, 1952 at 2.00 P.M.

AW OFFICES
GE B. WOELFEL
NAPOLIS, MD.

4

BOOK 149 PAGE 331

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing....Deed.....is truly taken and copied from Liber J.H.H. ... No. 674....., folio 117..... one of the .....Land..... Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 6th ....day of....May..... A. D., 196 3

Louis N. Phipps

Clerk of the Circuit Court for Anne Arundel County

BALTIMORE CI HEALTH DEPARTMENT
BUREAU OF VITAL RECORDS

ORDER NO.

MAY 9, 1963

BOOK 149 PAGE 332

927

BALTIMORE CITY HEALTH DEPARTMENT
CERTIFICATE OF DEATH

X Registered No. 55 0927

DECEASED: ISABELLE Guinn

2. DATE OF DEATH: Jan. 29, 1955

DEATH: City, Maryland Baltimore, Md.

OF (If not in hospital or institution, give street address or location): Maryland Gen. Hosp.

stay in Baltimore Yrs. Mos. Days

4. USUAL RESIDENCE (Where deceased lived. If institution, residence before admission)
A. STATE: Maryland
B. COUNTY: Anne Arundel
C. CITY OR TOWN (If outside corporate limits, write RURAL and give township): Millersville
D. STREET ADDRESS (If rural, give location): Box 139 5200

6. COLOR OR RACE: White
7. SINGLE, MARRIED, WIDOWED, DIVORCED (Specify): Married
8. DATE OF BIRTH: May 3, 1912
9. AGE (In years last birthday): 42 Months Days Hours Min.

OCCUPATION (Give kind of work, even if retired): se wife
10a. KIND OF BUSINESS OR INDUSTRY
11. BIRTHPLACE (State or foreign country): Pennsylvania
12. CITIZEN OF WHAT COUNTRY? U.S.A.

NAME: hn Harris
14. MOTHER'S MAIDEN NAME: Margaret Black

OVER IN U.S. ARMED FORCES? (If yes, give war or dates of service)
16. SOCIAL SECURITY NO.
17. INFORMANT: Husband
ADDRESS: Same

CAUSE OF DEATH

I
OR CONDITION DIRECTLY LEADING TO DEATH (Do not mean the mode of dying, e.g., ..., asthenia, etc. It means the disease, or complication which caused death.)

(A) Congestive Heart Failure

DUE TO

ANTECEDENT CAUSES

(B) Hypertensive cardiovascular disease

OR CONDITIONS, IF ANY, GIVING THE ABOVE CAUSE (A) STATING THE LYING CONDITION LAST.

DUE TO

(C)

INTERVAL BETWEEN ONSET AND DEATH

II
CONDITIONS CONTRIBUTING DEATH BUT NOT RELATED TO THE CONDITION CAUSING IT.

WAS RELATED TO DEATH, ENTER IN PART II 2
19A. DATE OF OPERATION
19B. CONDITION FOR WHICH OPERATION WAS PERFORMED
20. AUTOPSY? YES ☑ NO ☐

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

(Month) (Day) (Year) (Hour) m.
21E. INJURY OCCURRED WHILE AT WORK ☐ NOT WHILE AT WORK ☐
21F. HOW DID INJURY OCCUR?

ify that (this hospital) attended the deceased from January 4 19 55 to January 29 19 55 that (I) (we) last saw the deceased alive on January 29 19 55, ...th occurred at 6.55A m., from the causes and on the date stated above

Walfido G. Fernandez M.D. MED. DIRECTOR ☐ STAFF MYS. ☑
23b. ADDRESS: c/o Maryland General Hospital
23C. DATE SIGNED: Jan. 29, 1955

24a. DATE: 2/2/55
24C. NAME OF CEMETERY OR CREMATORY: Holy Cross
24D. LOCATION (City, town or county) (State): A.A. County

...STRAR'S SIGNATURE
25. ...

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

Sidney Shorton
DIRECTOR, BUREAU OF VITAL RECORDS

FILED
1963 MAY 15 PM 2:37

Robert E. Farber, M.D.
COMMISSIONER OF HEALTH AND REGISTRAR

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

MARYLAND STATE DEPARTMENT OF HEALTH

of STATISTICAL RESEARCH AND RECORDS, 301 W. PRESTON STREET, BALTIMORE 1, MARYLAND

MEDICAL EXAMINER'S CERTIFICATE OF DEATH

8752 08208

1. PLACE OF DEATH — COUNTY: Arundel — MARYLAND
   a. CITY OR TOWN (if outside corporate limits, write RURAL and give nearest town): Millersville
   c. LENGTH OF STAY IN 1b: 6 Y.
   d. NAME OF HOSPITAL OR INSTITUTION (if not in hospital, give street address): Box 139

2. USUAL RESIDENCE (Where deceased lived, if institution: Residence before admission)
   a. STATE: Sa me
   b. COUNTY: Same
   c. CITY OR TOWN (if outside corporate limits, write RURAL and give nearest town): X Same
   d. STREET ADDRESS: 1 Same
   e. IS RESIDENCE ON A FARM? YES ☐ NO ☒

3. NAME OF DECEASED (Type or print): Benjamin Wellington Guinn (First / Middle / Last)
4. DATE OF DEATH: August 20th, 1960 (Month / Day / Year)
5. SEX: M
6. COLOR OR RACE: W
7. MARRIED ☒ NEVER MARRIED ☐ WIDOWED ☐ DIVORCED ☐
8. DATE OF BIRTH: 11/12/10
9. AGE (In years last birthday): 49 yrs. IF UNDER 1 YEAR: Months / Days IF UNDER 24 HRS.: Hours / Min.
10a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Carpenter
10b. KIND OF BUSINESS OR INDUSTRY:
11. BIRTHPLACE (State or foreign country): Dickson City Pa.
12. CITIZEN OF WHAT COUNTRY?
13. FATHER'S NAME: Edward ~~Grnl~~ Guinn
14. MOTHER'S MAIDEN NAME: Anna Hall
15. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes, no, or unknown) (If yes give war or dates of service): No
16. SOCIAL SECURITY NO.:
17. INFORMANT: Mrs. Ruby Guinn — Address:

18. CAUSE OF DEATH (Enter only one cause per line for (a), (b), and (c).)

PART I. DEATH WAS CAUSED BY: IMMEDIATE CAUSE (a) Acute posterior occlusion, myocardial infarction — INTERVAL BETWEEN ONSET AND DEATH: 4 hrs.

420.1

DUE TO (b)

DUE TO (c)

Conditions, if any, which gave rise to immediate cause (a), stating the underlying cause last.

PART II. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO THE TERMINAL DISEASE CONDITION GIVEN IN PART 1(a):

19. WAS AUTOPSY PERFORMED? YES ☐ NO ☒

20a. EXTERNAL CAUSE WAS PRIMARY ☐ or CONTRIBUTING ☐ CAUSE OF DEATH.

20b. DESCRIBE HOW INJURY OCCURED. (Enter nature of injury in Part I or Part II of Item 18.)

20c. TIME OF INJURY: Hour a.m. p.m. Month, Day, Year 19

20d. INJURY OCCURRED: While at work ☐ Not While at work ☐

20e. PLACE OF INJURY (Home, farm, factory, street, office bldg., etc.)

20f. (City or town) (County) (State)

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

ACTUAL SIGNATURE: Gustave H. Faubert M.D. M.D.

CHIEF MEDICAL EXAMINER ☐
ASSISTANT MEDICAL EXAMINER ☐
DEPUTY MEDICAL EXAMINER ☒

DATE SIGNED: 8/22/60

EXAMINER'S NAME (Type): Gustave H. Faubert, M.D.

Address (Street, city, town, or county)

22a. BURIAL, CREMATION, REMOVAL (Specify): Burial
22b. DATE THEREOF: 8/24/60
22c. NAME OF CEMETERY OR CREMATORY: Glen Haven Mem. Park
22d. LOCATION (City, town, or country) (State): Glen Burnie Md.

23. FUNERAL DIRECTOR: J. S. Kirkley — ADDRESS: Shipping and Kirkley, Glen Burnie Md.

24a. REC'D BY REGISTRAR: DATE AUG 23 '60
24b. REGISTRAR'S SIGNATURE: [signature]

BOOK 149 PAGE 333

MAY 8 1963

I CERTIFY THAT THE ATTACHED IS A TRUE COPY OF A RECORD ... DIVISION OF STATISTICAL RESEARCH AND RECORDS

VITAL RECORDS SECTION

Contract of Sale

BOOK 149 PAGE 334

This Agreement of Sale, made this 3rd day of ~~April~~ May nineteen hundred and sixty three, between ~~Edward Guinn, brother and next friend~~ of Marilyn S. Guinn Seller, and Michael Demyan, Buyer

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

BEING all that lot of ground and improvements thereon which is known and designated as Lot No. 1, Section 1, of Elvaton Heights, as recorded among the Plat Records of Anne Arundel County in Plat Book 29, folio 27.

at and for the price of Four Hundred Dollars ($400.00)

of which Five Dollars ($5.00)

have been paid prior to the signing hereof, and the balance to be paid as follows:

the balance of Three Hundred and Ninety Five Dollars ($395.00) to be paid Seller by the Buyer upon ratification of this contract by the Circuit Court for Anne Arundel County. And if the Buyer is unable to obtain the interest of the Seller herein or any interest of the remaining heirs-at-law of Benjamin Guinn, deceased, then this contract shall be null and void and all deposit money paid hereunder be returned to the Buyer.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities above ground and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or possession given.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

Witness in triplicate the hands and seals of the parties hereto the day and year first above written.

Betty K. Harris
WITNESS AS TO SELLER'S SIGNATURE

Marilyn Guinn (SEAL)
Marilyn Guinn
SELLER'S SIGNATURE

WITNESS—AS TO SELLER'S SIGNATURE

Edward Guinn (SEAL)
Edward Guinn, next friend of Marilyn Guinn
SELLER'S SIGNATURE

Betty K. Harris
WITNESS—AS TO BUYER'S SIGNATURE

Michael Demyan (SEAL)
BUYER'S SIGNATURE
Michael Demyan

1963 MAY 15 PM 2:37
WITNESS—AS TO BUYER'S SIGNATURE

(SEAL)
BUYER'S SIGNATURE

"EX. #4" E/C Duncan, Examiner

7

Contract of Sale

BOOK 149 PAGE 335

This Agreement of Sale, made this 23rd day of March nineteen hundred and sixty three, between Margare A. Guinn Seller, and Michael Demyan, Buyer

Witnesseth: that the said Seller hereby bargain and sell unto the said Buyer, and the Buyer do hereby purchase from the Seller -- subject to any covenants and restrictions of record, easements and public utilities agreements of record (if any) and to possessory rights of tenant thereof (if any), all of the right, title, interest and estate in and to the following described property situate and lying in Anne Arundel County, State of Maryland: BEING all that lot of ground and improvements thereon which is known and designated as Lot No.1, Section 1, of Elvaton Heights, as recorded among the Plat Records of Anne Arundel County in Plat ~~XXXXXXXXXX~~ Book 19, folio 27.

at and for the price of Four Hundred * Dollars ($ 400.00)
of which * * * * * * 10.00 * * * * * * * * * * * * * * * * Dollars ($ 10.00)
have been paid prior to the signing hereof, and the balance to be paid as follows: the balance of Three Hundred and Ninety ($390.00) Dollars to be paid Seller by the Buyer upon the Buyer obtaining the interests of the remaining heirs-at-law of Benjamin Guinn to the above described property. And if the Buyer is unable to obtain the remaining interests of the heirs-at-law of Benjamin Guinn, deceased, then this contract shall be null and void and all deposit money paid hereunder to be returned to Buyer.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities above ground and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or possession given.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

Witness in triplicate the hands and seals of the parties hereto the day and year first above written.

WITNESS—AS TO SELLER'S SIGNATURE — Margaret Guinn SELLER'S SIGNATURE Margaret Guinn (SEAL)

WITNESS—AS TO SELLER'S SIGNATURE — SELLER'S SIGNATURE (SEAL)

Kitty R. Harris
WITNESS—AS TO BUYER'S SIGNATURE — Michael Demyan BUYER'S SIGNATURE Michael Demyan (SEAL)

1963 MAY 15 PM 2:37
WITNESS—AS TO BUYER'S SIGNATURE — BUYER'S SIGNATURE (SEAL)

"EX. #5" Edwards Exhibit

8

Contract of Sale

BOOK 149 PAGE 336

This Agreement of Sale, made this 23 day of January nineteen hundred and sixty three, between Carolyn Green and Arthur N. Green, her husband Seller, and Michael Demyan, Buyer

Witnesseth: that the said Seller hereby bargain and sell unto the said Buyer, and the Buyer do hereby purchase from the Seller, all of their right, title, interest and estate in and to the hereinafter lot subject to any covenants and restrictions of record, easements and public utilities agreements of record (if any) and to possessory rights of tenant thereof (if any), the following described property situate and lying in Anne Arundel County, State of Maryland: All that lot of ground and premises thereon which are known and designated as Lot No. 1, , Section I of property known as Elvaton Acres, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 19 folio 56.

at and for the price of - - - - - FOUR HUNDRED - Dollars ($400.00)

of which - - - - - - FIVE - - - - - - - - - - - - - - - - - Dollars ($5.00)

have been paid prior to the signing hereof, and the balance to be paid as follows:

the balance of THREE HUNDRED AND NINETY FIVE ($395.00) to be paid to the Sellers by the Buyer upon the acquisition of all of the right, title, interest and estate of the remaining heirs-at-law of Benjamin Guinn, deceased, in and to the above described property. And if the buyer herein cannot acquire the remaining interest of the other heirs-at-law of Benjamin Guinn then this contract is null and void and the earnest money paid herein shall be returned.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities above ground and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or possession given.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

Witness in triplicate the hands and seals of the parties hereto the day and year first above written.

WITNESS—AS TO SELLER'S SIGNATURE	*Carolyn Green* (SEAL) SELLER'S SIGNATURE CAROLYN GREEN
WITNESS—AS TO SELLER'S SIGNATURE	*Arthur N. Green* (SEAL) SELLER'S SIGNATURE ARTHUR N. GREEN
WITNESS—AS TO BUYER'S SIGNATURE	(SEAL) BUYER'S SIGNATURE
Betty K. Harris WITNESS—AS TO BUYER'S SIGNATURE	*Michael Demyan* (SEAL) BUYER'S SIGNATURE MICHAEL DEMYAN

FILED 1963 MAR 15 PM 2:37

9

"EX. #6" E. Clarence, Examiner

Contract of Sale

BOOK 149 PAGE 337

This Agreement of Sale, made this 14th day of January nineteen hundred and sixty three, between EDWARD J GUINN and MARY L GUINN, his wife, Seller, and MICHAEL DEMYAN, Buyer

Witnesseth: that the said Seller hereby bargain and sell unto the said Buyer, and the Buyer do hereby purchase from the Sellers all of the right, title, interest and estate in and to the herein described lot 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: BEING all that lot of ground and improvements thereon which is known and designated as Lot No. 1, Section I of Elvaton Heights, as recorded among the Plat Records of Anne Arundel County in Plat ~~Cabinet~~ Book No. 19 folio 27.

at and for the price of - - - - - - - - ~~XXXXXX~~ FOUR HUNDRED - - - - - - - - - - - - - - - Dollars ($ 400.00)

of which - - - - - - - - FIVE - - - - - - - - - - - - - - - - - - Dollars ($ 5.00)

have been paid prior to the signing hereof, and the balance to be paid as follows:

the balance of Three Hundred and Ninety Five ($395.00) to be paid Sellers upon the Buyer obtaining the interest of the remaining heirs-at-law of Benjamin Guinn in and to the above described property. And if the Buyer is unable to obtain the remaining interests of the heirs-at-law of Benjamin Guinn in and to the above described property then this contract shall be null and void and all deposit money paid hereunder returned.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities above ground and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or possession given.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

Witness in triplicate the hands and seals of the parties hereto the day and year first above written.

WITNESS—AS TO SELLER'S SIGNATURE	Edward J. Guinn (SEAL) EDWARD SELLER'S SIGNATURE GUINN
WITNESS—AS TO SELLER'S SIGNATURE	Mary L. Guinn (SEAL) MARY SELLER'S SIGNATURE GUINN
WITNESS—AS TO BUYER'S SIGNATURE	(SEAL) BUYER'S SIGNATURE
Betty B. Harris 1963 15 2 37 WITNESS—AS TO BUYER'S SIGNATURE	Michael Demyan (SEAL) MICHAEL BUYER'S SIGNATURE DEMYAN

FILED

10

"EX. #7" E Kowan, Examiner

Contract of Sale

BOOK 149 PAGE 338

This Agreement of Sale, made this 14th day of January nineteen hundred and sixty three, between DOROTHY GUINN, single Seller, and ******** MICHAEL DEMYAN ***** Buyer

Witnesseth: that the said Seller hereby bargain and sell unto the said Buyer , and the Buyer do hereby purchase from the Seller -- subject to any covenants and restrictions of record, easements and public utilities agreements of record (if any) and to possessory rights of tenant thereof (if any), the following described property situate and lying in Anne Arundel County, State of Maryland: BEING all of the gright, title, interest and estate of the Seller in and to all that lot of ground which is known and designated as Lot No. 1, Section 1, of Elvaton Heights, as shown on a plat recorded among the Plat Records of Anne Arundel County in Blat Book No. 19, folio 27.

at and for the price of ****** FOUR HUNDRED ********** ***** Dollars ($ 400.00)

of which ******** FIVE ********** *** Dollars ($ 5.00)

have been paid prior to the signing hereof, and the balance to be paid as follows:

the balance of Three Hundred and Ninety Five ($395.00) to be paid Seller by the Buyer upon the Buyer obtaining the interests of the remaining heirs-at-law of Benjamin Guinn to the above described property. And if the Buyer is unable to obtain the remaining interests of the heirs-at-law of Benjamin Guinn, deceased, then this contract shall be null and void and all deposit money paid hereunder to be returned to Buyer.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities above ground and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or possession given.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

Witness in triplicate the hands and seals of the parties hereto the day and year first above written.

Witness C. Marx
WITNESS—AS TO SELLER'S SIGNATURE

Dorothy H. Guinn (SEAL)
DOROTHY GUINN SELLER'S SIGNATURE

WITNESS—AS TO SELLER'S SIGNATURE

(SEAL)
SELLER'S SIGNATURE

Betty K. Harris
WITNESS—AS TO BUYER'S SIGNATURE

Michael Demyan (SEAL)
MICHAEL DEMYAN BUYER'S SIGNATURE

FILED
1963 MAY 15 PM 2:38

WITNESS—AS TO BUYER'S SIGNATURE

(SEAL)
BUYER'S SIGNATURE

11

"EX. #8" E [illegible], Examiner

BOOK 149 PAGE 339

SMITH +

~~THOMAS J.~~ WOHLGEMUTH
Attorney at Law
4 Church Circle
Annapolis, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, EQUITY NO. 15,610

MARGARET A. GUINN, et al vs EDWARD GUINN, et al

ORDER FOR NOTICE TO CREDITORS

ORDERED by the Court, this 16th day of May, 1963, that Thomas J. Wohlgemuth, the trustee in the above cause named, give notice to all persons having claims against the estate of Benjamin W. Guinn, deceased, to file their claims, properly authenticated, with the Clerk of the Circuit Court for Anne Arundel County on or before the 26th day of August, 1963, by causing a copy of this order to be published in some weekly newspaper in Anne Arundel County, once a week for three successive weeks, before the 24th day of June, 1963.

JUDGE

True Copy, TEST:

LOUIS PHIPPS, Clerk

FILED

1963 MAY 16 AM 10:38

12

MARGARET A. GUINN et al BOOK 149 PAGE 340 IN THE CIRCUIT COURT

vs : FOR

DOROTHY GUINN, et al : ANNE ARUNDEL COUNTY

: NO. 15,610 EQUITY

. . . . . .

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM AND ORDER THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Margaret A. Guinn, et al, by Thomas Wohlgemuth, her solicitor, respectfully represents:

1. That the Respondent, Marilyn Guinn, is an infant.

2. That said infant has been served with a copy of the Bill of Complaint filed in these proceedings.

3. That said infant has no legal guardian to answer for her in these proceedings.

WHEREFORE, your Petitioner prays this Honorable Court to appoint a Guardian Ad Litem to appear and answer for said infant Respondent.

AND as in duty bound, etc.

Thomas Wohlgemuth
Solicitor for Petitioner

FILED
1963 MAY 29 PM 4:36

ORDER OF COURT

Upon the aforegoing Petition, it is this 3rd day of ~~May~~ June, 1963, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that Edward Guinn, be and he is hereby appointed Guardian Ad Litem for the infant Respondent, Marilyn Guinn, and he is directed to appear for and file his answer in behalf of said infant.

JUDGE

FILED
1963 JUN -3 PM 3:18

12

BOOK 149 PAGE 341

MARGARET A. GUINN, et al	:	IN THE CIRCUIT COURT
vs	:	FOR
DOROTHY GUINN, et al	:	ANNE ARUNDEL COUNTY
	:	NO. 15,610 EQUITY

. . . . . .

JOINT ANSWERS TO BILL OF COMPLAINT

The Joint and several answer of Dorothy Guinn, Edward Guinn and Mary Guinn, the adult defendants to this cause, and Edward Guinn as Guardian ad Litem for Marilyn Guinn, a minor, to the Bill of Complaint against them herein say:

1. That they admit the matters and facts in said bill alleged.
2. That they assent to the passage of such decree or decrees as may be proper to be passed in the premises.

AND as in duty bound, etc.

Dorothy Guinn
Dorothy Guinn

Edward Guinn
Edward Guinn

Mary Guinn
Mary Guinn

Edward Guinn
Edward Guinn, Guardian Ad Litem
for Marilyn Guinn, a minor

FILED
1963 JUN -7 PM 2:21

14

Smith & W[illegible]muth
Attorney at Law
4 Church Circle
Annapolis, Maryland

In The Circuit Court
For
Anne Arundel County
Equity No. 15,610

MARGARET A. GUINN, et al
vs
EDWARD GUINN, et al

Order For Notice To Creditors

ORDERED by the Court, this 16th day of May, 1963, that Thomas J. Wohlgemuth, the trustee in the above cause named, give notice to all persons having claims against the estate of Benjamin W. Guinn, deceased, to file their claims, properly authenticated, with the Cerk of the Circuit Court for Anne Arundel County on or before the 26th day of August, 1963, by causing a copy of this order to be published in some weekly newspaper in Anne Arundel County, once a week for three successive weeks, before the 24th day of June, 1963.

O. BOWIE DUCKETT
Judge

True Copy, TEST:
LOUIS N. PHIPPS,
Clerk

Ju-13

No. M. G. 29946

15

OFFICE OF

Maryland Gazette

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

D

BOOK 149 PAGE 342

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 24, 1963

We hereby certify, that the annexed

Order for Notice to Creditors
Eq. 15,610
Margaret A. Guinn, et al

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of June, 1963. The first insertion being made the 23rd day of May, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 JUN 25 PM 3:14

By H. Tilghman

BOOK 149 PAGE 343

MARGARET A. GUINN ET AL	*	IN THE
COMPLAINANTS	*	CIRCUIT COURT
VS	*	FOR
DOROTHY GUINN, ET AL	*	ANNE ARUNDEL COUNTY
RESPONDENTS	*	EQUITY #15,610

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

TESTIMONY ON BEHALF OF THE COMPLAINANTS

JUNE 7,1963

Present:

Thomas J. Wohlgemuth, Solicitor for Complainants

Michael Demyan, Esq.

Emanuel Klawans, Court Examiner and Master

Conchita D. Tuers, Court Reporter

Witnesses:

Lee D. Barron, pages 2 - 5

Lawrence D. Hobbs, pages 6 - 8

FILED

1963 JUL -9 AM 11:34

16

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

(Mr. Wohlgemuth)

1 Mr. Barron, would youstate your name, please?

A Lee D. Barron.

2 Your office address?

A 110 Crain Highway, S. W., Glen Burnie.

3 And your occupation?

A Realtor.

4 How long have you been in the real eatate business?

A 18 years.

5 Has most of your experience been with real estate in and about Anne Arundel County?

A All of it.

6 All 18 years?

A Yes.

7 Have you seen the property owned by the Guinn heirs?

A Yes sir.

8 Where is it located?

A On Old Mill Road, it is known as Lot #1, Section #1 on the Plat of Elvaton Heights.

9 You have a copy of the Plat?

A It shows 278.97 from the corner of Old Mill Road and Elvaton Road.

10 What was the name of the development?

A Elvaton Heights.

11 Now would you give us a brief description of the lot, the size of the lot?

A The lot is 100 x 350 and wooded and not well kept by any means.

17

There would be no way to use it for anything than what it is.

12 Is there actually a residential development?

A No, no development. It is strictly country.

13 What type of construction is the house?

A It is frame with a composition, shingle siding and very poor condition.

14 One story?

A One story.

15 Basement?

A Basement, but not floored. No furnance and no fixtures of any kind.

16 No furnace in the house?

A No furnance.

17 No central heating?

A No central heating, and no floor in the basement, concrete rather.

18 How many rooms does it have?

A Living room, kitchen and three bedrooms.

19 Now is the property susceptible of division, partition?

A There would be no way to use it and conform to the zoning laws of this County.

20 Where is the house located on the lot? How far back?

A I'd say about 50 feet off the road.

21 Where is it in relation to the boundary?

A Practically in the center.

22 Well, generally, why would you say it is not susceptible in division or partitition?

A Well, you have no access to the back land and no road. It is one lot and when you would try to attempt to rezone for sub-division, you would have no way -- you just couldn't conform.

23 Now do you consider the price of $2,000 to be fair and reasonable one?

A Yes, for my part, I wouldn't give two for it. I came up with with a lot value of $1200 but that would be --

(Mr. Klawans)

24 It is an isolated location that would lead to all kinds of vandalism?

A It is really conducive to vandalism.

25 There is no plumbing?

A None. No fixtures of any kind.

26 And there is no existing heating system or plumbing system, it is just a hollow shell?

A Just a shell of a house.

27 When were you last there?

A The 28th of April. Mr. Hobbs was down since then.

28 No kitchen fixtures?

A None.

29 No bathroom fixtures?

A No.

(Mr. Demyan)

30 Has there been damage to the windows and doors?

A Broken out, all broken out.

31 Had the plumbing fixtures been in the house at one time?

A They were apparently in the house and have all been removed by vandals, apparently.

(Mr. Klawans)

32 Would you say that the contract price of $2,000 fully represents its fair market value?

A Yes, I do.

15 33 Would it be for the benefit and advantage of the minor, if the 4

property were sold and the proceeds divided at this time rather than to keep the property?

A I do.

34 Is it rented?

A Is it rented now? No sir. It would be unrentable now. It is untenantable.

35 And the property is rapidly deteriorating?

A Right.

Demyan: Nofurther questions.

(Mr. Wohlgemuth)

36 Do you know what the appraised value of the property was by the County for tax purposes?

A No sir.

(Mr. Klawans)

37 Is it as good/a price as would be realized in a public auction?

A Mr. Klawans, I don't think it would even bring two at auction, probably 15 at auction.

20

QUESTION BY THE EXAMINER:

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

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

Answer. . . No. . . . . .

Signature W. D. Gasson

21

Lawrence D. Hobbs, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Wohlgemuth)

1 Mr. Hobbs, state your full name?

A Lawrence D. Hobbs, my office is 110 Crain Highway S. W., Glen Burnie, Maryland. I am a real estate broker.

2 And how long have you been in the real estate business?

A 18 years.

3 And where?

A In Anne Arundel County.

4 Exclusively?

A Yes, exclusively.

5 All 18 years?

A Yes.

6 Have you seen the property that is presently owed by the Guinns?

A Definitely.

7 When did you last see it?

A Wednesday the 5th.

8 5th of June, 1963?

A Yes.

9 Personally visited the property and walked over the property?

A Yes.

10 Went in the house?

A Yes.

11 Where is the property located?

A It is located in Elvaton Heights, on Lot 1 Section 1, corner of 316 ft. on Old Mill Road. It is an inside lot. The lot is 100x 350 more or less.

12 Now just briefly describe the lot as far as the typography is concerned. Is it flat, hilly or --

A It is an irregular lot. It sets up on a terrace. It is rough going up there and the back slope falls to the right and then down about 3 to 4 feet. It is on the rough side.

13 Is there a driveway, a paved driveway?

A No, no indeed.

14 Now how about the house, give us a brief description of the present condition, or on Wednesday last, the condition of the house?

A The house is 27 x 39.

15 What is left of the house?

A It is a shell, frame and has siding on sides, abestos shingle roof. This dwelling has been stripped of all fixtures, windows are brokeand home needs five lally columns to hold the first floor up.

16 These lally columns are not there?

A They definitely were never there. They were propped up by 2x4 and the basement issad. It is only a shell. And it wouldn't pass the building code under any circumstances.

17 Is there a heating system?

A No heating system or fixtures at all.

18 Was there a heating system in the house?

A Never was.

19 No evidence of ever having a heating system?

A No, I don't think so, don't show anything.

20 No plumbing?

A It has plumbing fixtures in there at one time.

21 What is left now?

A Nothing. It has all been stripped out of there.

22 Just the pipes?

A Some of the pipes are hanging there.

23 Were you -- or are you aware of any tax appraisal?

A No, I am not.

24 Now is the house in aneighborhood?

A It is in a barren, isolated neighborhood.

25 Where is the closest residence?

A Well, you have four or five shacks across the street. One room

shacks across the street and that would be approximately 350 feet over in the woods.

26 Is there any other development nearby?

A None. It is all out in the country. Out in the sticks.

27 When did you first see the property?

A April 22, 1963.

28 Has the condition of the property changed from that time to the last time?

A Definitely about $500 difference.

29 Deteriorated?

A Deteriorated. Windows have been broken and it had some plumbing fixtures at that time and they have been taken out and the doors broken out and everything.

30 Have they all been removed since you last saw it?

A Yes.

31 It is susceptible for vandalism?

A Yes, where it sits.

Wohlgemuth: No further questions.

(Mr. Demyan)

1 Is there a well there?

A Yes, there is a well. It needs cleaning out. It is approximately 24 feet deep. It has started to cave in on the right side.

2 In your opinion, what is the fair market value of the whde property?

A Lot and existing building are approximately $2,000, fair market.

3 Would you state that the contract price of $2,000 is the full present, fair market value?

A Definitely.

4 Do you think that that is a better price or as good a price as would be brought at a public auction?

A It is more than fair.

5 Doyou think it is a better price than it would be at a public auction?

A She wouldn't bring that at a public auction.

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 Lawrence W. Hobbs

25

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 9th day of June, 1963

Emanuel Klawans (SEAL)
Examiner

Emanuel Klawans

E. K. $25.00
C. .T $10.00 Pd

BOOK 149 PAGE 354

MARGARET A. GUINN etal	*	IN THE
COMPLAINANTS	*	CIRCUIT COURT
VS	*	FOR
DOROTHY GUINN etal	*	ANNE ARUNDEL COUNTY
RESPONDENTS	*	EQUITY #15,610

* *

ADDITIONAL TESTIMONY ON BEHALF OF THE COMPLAINANTS

JULY 10,1963

Present:

Michael Demyan, Esq.

Emanuel Klawans, Court Examiner and Master

Conchita D. Tuers, Court Reporter

Witness:

Edward John Guinn, pages 2 - 4

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2

Edward John Guinn, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Demyan)

1 Give your full name and address.

A Edward John Guinn, Rt. #1 Box 243B, Millersville.

2 Do you know Isabella Guinn and Benjamin W. Guinn?

A Yes sir, they are my parents.

3 Are they livingat the present time?

A No sir, they are dead.

4 When did Isabella Guinn die?

A 1955.

5 And when did your father die?

A August 20, 1960.

6 Did your father ever remarry after your mother died?

A No, he didn't.

7 Now how many children were born to your parents?

A Me, Bobby, Carolyn, Margaret, Dorothy and Marilyn.

8 Are they all-- are all of the children alive at this time?

A All except Bobby, he is dead.

9 When did he die?

A He died in 1950.

10 And was he married at the time?

A No, he wasn't.

Klawans: Did he leave any children?

Witness: No sir, he was single.

(Mr. Demyan)

11 Is Margaret Guinn your sister?

A Yes sir.

12 And where is she living at the present time?

A North Carolina.

13 Is Carolyn Greene your sister?

A Yes sir.

14 Is she married?

A Yes sir.

15 What is her husband's name?

A Arthur Greene.

16 And where is she presently living?

A California.

17 Is Margaret married?

A I don't know. I have no idea.

18 The last time you spoke to her or saw her, was she married?

A No, when I was down there she wasn't.

19 Is Marilyn Guinn your sister?

A Yes sir.

20 Is she married?

A No.

21 How old is Marilyn?

A Marilyn is about 18.

22 Now is Carolyn over 18?

A Yes sir.

23 Is Margaret over 18?

A Yes sir.

24 Now is Dorothy your sister?

A Yes sir.

25 And how old is she?

A Dorothy is about 20, I guess.

26 Is Dorothy younger than you?

A Yes.

27 Is she older than Marilyn?

A Yes, she is older than Marilyn.

(Mr. Klawans)

28 Is she married?

A Dorothy, yes, she just got married.

(LEAVE IS RESERVED TO FILE A BIRTH CERTIFICATE OF DOROTHY)

29

(Mr. Demyan)

29 How many of your sisters are over 21 years of age?

A Far as I know, there is Margaret and Carolyn and I think, Dorothy and I am.

(Mr. Klawans)

30 Are over 21?

A Yes.

31 And you are over 21?

A Yes sir.

32 That leaves only Marilyn?

A Marilyn is the only one.

33 Did your brother, Bobby, leave an estate?

A No.

34 Did your father leave an estate?

A No.

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 10th day of July, 1963

Emanuel Klawans (SEAL)
Examiner

Emanuel Klawans

~~E. K.~~

C. T. $4.00

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

(Fee for this certificate, $1.00)

No. 191412

BOOK 149 PAGE 359

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH
VITAL STATISTICS

CERTIFICATION OF BIRTH

File No. 51651-41

Date Filed 4-9 19 41

1. PLACE OF BIRTH
   County Lackawanna
   Township
   Borough
   City Scranton

2. Date of Birth Apr 5 19 41
   (Month, day, year)

3. Name of Child Dorthea Allison Guinn 4. Sex female

5. Name of Father Benjamin W. Guinn

6. Maiden Name of Mother Isabelle Harris

This is to certify, that this is a correct certification of birth as filed in the Vital Statistics office, Pennsylvania Department of Health, Harrisburg.

FILED C. L. Wilbar Jr
Secretary of Health

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JUL 17 1963
Date Issued

32 Please bill: E. Mauney, Examiner

MARGARET A. GUINN, ET AL, : No. 15,610 Equity

Plaintiffs, In The Circuit Court For

v. Anne Arundel County.

MARILYN GUINN, a minor, ET AL,

Defendants.

REPORT OF MASTER IN CHANCERY

Michael Demyan made separate contracts with each of the five heirs of Benjamin W. Guinn to purchase all of the right, title, interest and estate in realty they had inherited from Benjamin W. Guinn for $400. Each of the contracts was made expressly dependent upon the purchaser acquiring the interests of all the heirs, so that the contracts collectively amount in substance to one entire contract to purchase the entire estate in the property for $2,000.

One of the heirs, Marilyn Guinn, is a minor, 18 years of age. This proceeding
5/15/63 is a bill in equity to obtain judicial confirmation of her contract, and publication of notice to creditors of Benjamin W. Guinn, and appointment of a trustee to receive the several sales prices under the contracts and to convey to the purchaser the interests in said property of all parties to this suit and to divide the proceeds among them according to their respective rights.

In substance, this proceeding is one for ratification of a private contract of sale of the property by way of partition. Since this proceeding was instituted, one of the heirs, Dorothy Guinn, has married, and her husband is not party to her contract, nor to this suit, a matter discussed hereinafter.

The evidence shows the following:

1. Benjamin W. Guinn and Isabelle Guinn, his wife, acquired fee simple title as tenants by entireties to land in Anne Arundel County, Maryland, designated as Lot No. 1 on the Plat Of Elvaton Heights, subdivision Section No. 1 Foxwell Property recorded among the land records of said County in Cabinet 3, Rod E-8, plat 3 which now is Plat Book 19 folio 27, by deed from Russell Foxwell etal dated Fenruary 15, 1952, recorded among the County's land records in J.H.H. 674 folio 117, filed in evidence as Ex. 1.

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2. Isabelle Guinn died in 1955, and Benjamin W. Guinn died in 1960, as is proved by death certificates placed in evidence.

33

3. Edward J. Guinn, the son of Benjamin W. Guinn and Isabelle Guinn, testifies that Benjamin W. Guinn left no will, and no personal estate to be administered, and had not remarried. His children who survived him were and are:- (a) Edward J. Guinn, married to Mary Guinn; (b) Carolyn Green, married to Arthur Green; (c) Margaret A. Guinn, who was unmarried the last this witness knew and the witness has since ascertained that she still is unmarried; (d) Dorothy Guinn, who was unmarried when she contracted to sell her interest but she has married since then and her husband is not party to this action; (e) Marilyn Guinn, unmarried, All of these persons are over 21 years of age, except Marilyn Guinn who is 18 years of age. Benjamin W. Guinn was not survived by any other child or descendant of any deceased child.

Carolyn Green and Arthur Green, her husband, and Margaret A. Guinn, are the plaintiffs in this action. Edward J. Guinn and Mary Guinn, his wife, and Dorothy Guinn, were summoned as defendants, and have filed answer in which they admit the allegations made in the bill of complaint and assent to any proper decree. Marilyn Guinn was summoned as a defendant, and a copy of summons and complaint were also left with Herbert Meade as the person with whom she was residing and who had the care of her, and a guardian ad litem has been appointed for her and he joined in the aforesaid answer made by the other defendants. All persons in interest are parties to this action, and are subjected to the Court's jurisdiction, except the husband of Dorothy Guinn.

The several contracts are filed as exhibits.

Edward Guinn, brother and next friend of Marilyn Guinn, contracted to sell to Michael Demyan all of the right, title, interest and estate in and to said Lot No. 1 Section 1 for $400, of which $5 was paid as a deposit, balance to be paid to seller upon ratification of the contract by this Court. If buyer is unable to obtain the interest of the seller or any interest of the remaining heirs of Benjamin W. Guinn, this contract to be null and void and all deposit paid returned. Upon payment of the purchase price, a deed with covenants of special warranty and further assurances to be executed at buyer's expense, conveying good and merchantable title, free of liens or encumbrances except use and occupancy restrictions of public record generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, easements for public utilities above ground or other easements which may be observed by inspection of the property, and possessory rights of tenants, if any. Risk of loss is on seller until legal title passes or possession is given. Taxes and public charges to be apportioned to date of settlement, at which time possession shall be given. All documentary stamps to be equally divided. This document is signed by Marilyn Guinn, and by Edward Guinn as her next

friend, and by the purchaser.

Margaret A. Guinn contracted to sell all of the right, title, interest and estate in and to said Lot No. 1 for $400, of which $10 was paid, all other terms being the same as in the aforesai document.

Carolyn Green and Arthur Green, her husband, contracted to sell all of their right, title and interest in said lot for $400, of which $5 was paid, all terms same as aforesaid.

Edward J. Guinn and Mary L. Guinn, his wife, contracted to sell all of the right, title and interest in and to said lot for $400, of which $5 was paid, all other terms same as aforesaid.

Dorothy Guinn, single, contracted to sell all of her interest for $400, of which $5 was paid, all other terms same as aforesaid.

It is apparent that each of the contracts was intended to sell only the contractor's interest in the property, despite language in some of the contracts that seems to undertake to sell all right and estate in the property. It also is apparent that each contract was dependent upon acquisition of the rights of the co-owners also, and in fact all parties intended that there be a sale of the entire estate in the property for an aggregated price of $2,000, by way of a partition sale.

Two real estate brokers of this County, Lee D. Barron, and Lawrence D. Hobbs, testify that the lot is 100' x 350', and there is a house placed in the center of it, so that the lot is not susceptible to division in kind. The lot is covered with woods, and is in a rural vicinity where there are few houses nearby, and no developing going on. The house is one story, frame with shingle siding. It contains a living room, kitchen, and three bedrooms. The basement is not floored. There is no furnace. All windows have been broken out, and vandals have stripped away all fixtures of any kind. The house is just a shell, in very poor condition, and not tenantable. The property is deteriorating rapidly. It is not rented, and produces no income. The witnesses believe that $2,000 is a very good price for it, and is more than a public auction would be likely to bring. They believe it is for the advantage of all persons in interest that the property be sold and the proceeds divided.

This evidence meets the jurisdictional requirements for a partition sale under Art. 16 sec. 154, as it shows that the property cannot be divided in kind and the proposed sale is advantageous to the parties in interest. It also meets the requirements of Rule BR for proof of value in case of a private sale.

Notice to creditors of Benjamin W. Guinn has been published, pursuant to Court order, in Maryland Gazette, once a week for four successive weeks before June 24, 1963, first insertion May 23, 1963, requiring them to file any claims by August 26, 1963.

The purchaser states that he has had title to the property examined and is satisfied with it, and has himself prepared the proposed decree submitted herewith by which he accepts a conveyance of all right, title, and interest of the parties to this cause. He knows that Dorothy Guinn has married since making her contract, and undertakes to obtain for himself a quit claim deed conveying any rights her husband may have.

7/10/63 The testimony was filed.

7/22/63 The case will be ready for decree. The decree submitted herewith, by the purchaser, is recommended.

E. N. Williams
Master in Chancery

36

CAROLYN GREEN, et al BOOK 149 PAGE 364 IN THE CIRCUIT COURT

vs : FOR

EDWARD GUINN and MARILYN GUINN, a minor, et al : ANNE ARUNDEL COUNTY

: NO. 15,610 EQUITY

. . . . . .

DECREE

This cause standing ready for hearing and being submitted and it appearing to the Court that the infant, Marilyn Guinn, is entitled to a one fifth interest in all that property known as Lot #1, Section 1, of Elvaton Heights, as recorded among the Land Records of Anne Arundel County in Plat Cabinet 19, folio 27; and it further appearing to the Court that Edward Guinn and Mary Guinn, his wife, entered into a contract on their own behalf, together with Dorothy Guinn, Margaret Guinn, Carolyn Green and Arthur N. Green, her husband, together with Edward Guinn as next friend and Guardian Ad Litem for Marilyn Guinn, a minor, to sell all of their respective interest and estate in that parcel of real property known and designated as Lot #1, Section 1 of Elvaton Heights, as shown on the Plat of Elvaton Heights, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 19, folio 27, at and for the sum of Two Thousand ($2,000.00) Dollars, and it appearing to the Court that the said sale is for the best interest and advantage of Marilyn Guinn, a minor, and that the said contract filed in these proceedings be ratified.

It is thereupon this 7th day of August, 1963, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the real estate mentioned and described in these proceedings be sold.

AND it is further ADJUDGED, ORDERED and DECREED by the authority aforesaid that the contract of sale dated the 3rd day of May, 1963, between Marilyn Guinn, minor, and Michael Demyan, single, be and the same is hereby ratified and confirmed.

AND it is further ADJUDGED, ORDERED and DECREED by the authority aforesaid that Thomas Wohlgemuth be and is hereby appointed trustee to collect the balance of One Thousand Nine Hundred Sixty ($1,960.00) Dollars due on account of said contract of sale and upon payment of the same to him in cash, and not before, he shall then execute to the purchaser, Michael Demyan, single, his heirs and assigns in fee simple, a deed conveying unto him all of the right

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title, interest and estate of the parties to this suit both at law and in equity, in and to all that lot of ground situate and lying in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot #1, Section 1, as shown on the plat of Elvaton Heights.

BEING ALSO the same property described in a deed from Russell Foxwell and Anna G. Foxwell, his wife, to Benjamin W. Guinn and Isabella Guinn, his wife, dated February 15, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 674, folio 117.

BUT before the said Thomas Wohlgemuth, trustee, shall proceed to act, he shall first file with the Clerk of Court for Anne Arundel County a bond to the State of Maryland to be approved by said clerk with a corporate surety or sureties, in the penal sum of Two Thousand ($ 2,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decrees or orders in the premises and upon receipt of the entire proceeds of sale, he shall bring the same into Court to be distributed under the direction of this Court after deducting the costs of this suit and such commission to the said trustee as this Court may deem proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

JUDGE

38

ROYAL INDEMNITY COMPANY

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

BOOK 12 PAGE 166

BOOK 149 PAGE 366

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

No. 15,610 Equity

Bond No. 400064 — $4,000.00

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Thomas Wohlgemuth, as principal, and THE ROYAL INDEMNITY COMPANY, 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 Four Thousand Dollars, ($4,000.00), current money 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 23rd day of July in the year of our Lord one thousand nine hundred and sixty-three.

WHEREAS, the above bounden Thomas Wohlgemuth by virtue of a decree of the Honorable the Judge of the Circuit Court of ~~Montgomery~~ Carroll County, Maryland, has been appointed trustee to collect balance due on a contract of sale mentioned in the proceedings in the case of

Carolyn Green et al
vs.
Edward Guinn & Marilyn Guinn

now pending in said Court:

Now the condition of the above Obligation is such THAT IF THE ABOVE BOUNDEN Thomas Wohlgemuth 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

_____

Thomas W. Wohlgemuth (SEAL)
THOMAS WOHLGEMUTH

_____ (SEAL)

ROYAL INDEMNITY COMPANY (SEAL)

F. William Smith (SEAL)
ATTORNEY-IN-FACT

The above bond is this 16th day of Sept at 12:04 o'clock A.M. approved.

Louis N. Phippe Clerk

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1963 SEP 16 11:12:04

39

In the Case of

BOOK 149 PAGE 367

MARGARET A. GUINN, et al

VS.

MARILYN GUINN, a minor, et al

In the

Circuit Court

For

Anne Arundel County

No. 15,610 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.

1963 OCT 14 P 11:52 FILED

FINAL ORDER

ORDERED BY THE COURT, this 30 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 M. Phipps

Clerk

Per: C. B. Tollevik, deputy

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1963 OCT 30 AM 10:22

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41

Dr. Margaret A. Guinn, et al
vs.
Marilyn Guinn, a minor, et al

BOOK 149 PAGE 368

In Acct. with Thomas J. Wohlgemuth, Trustee

			Cr.
By	Amount of Sale	2,000 00	
			2,000 00
To	Trustee for commissions, viz:	93 00	
		93 00	
To	Trustee for Court Costs, viz:		
	Plaintiff's solicitor appearance fee	10 00	
	Clerk, Court costs	77 50	
	W.R. Huggins, Sheriff	7 25	
	Emanuel Klawans, Examiner's fee	25 00	
	Conchita Tuers, Stenographer's fee	14 00	
	Edward Guinn, Guardian ad litem	4 00	
	Auditor, this account	25 00	
		162 75	
To	Trustee for taxes paid, viz:		
	Treasurer, A.A.Co., real estate taxes, interest		
	(1960-1962 incl., advertising (tax sale)	290 84	
	Register of Wills for A.A.Co., Inheritance tax		
	(Estate of Benjamin W. Guinn) 1% of $2,000.00	20 00	
		310 84	
To	Trustee for expenses, viz:		
	Capital-Gazette Press Inc., for notice to creditors		
	Estate of Benjamin W. Guinn	40 24	
	Royal Indemnity Company - bond	16 00	
	Lee D. Barron, appraisal & testimony	25 00	
	Lawrence W. Hobbs, appraisal & testimony	25 00	
	½ Federal & State Revenue stamps	3 30	
		109 54	
	Balance for distribution	1,323 87	
	Distribution		
To	Edward Guinn, 1/5 of 1,323.87	264 77	
To	Dorothy Guinn, 1/5 of $1,323.87	264 77	
To	Carolyn Green, 1/5 of $1,323.87	264 77	
To	Marilyn Guinn, a minor, subject to further Order		

	of Court, 1/5 of $1,323.87	264 78		
To	Margaret A. Guinn, 1/5 of $1,323.87 - $264.78			
	less:- Judgment claim of B.P. Warren, et al,			
	J.P. Docket GTC 17 folio 77 $100.00	164 78		
To	B.P. Warren, et al, in full settlement of			
	Judgment Claim, J.P. Docket GTC 17 folio 17	100 00		
			1,323 87	
				2,000 00

BOOK 149 PAGE 370

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA	:	IN THE
	:	CIRCUIT COURT
v.	:	FOR
	:	ANNE ARUNDEL COUNTY
HAROLD A. TREADWELL, JR. and RUTH B. TREADWELL, his wife	:	No. 15,662 Equity

PETITION FOR FORECLOSURE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the plaintiff respectfully represents:

That on the 3rd day of June, 1960, the defendants executed and delivered to The Prudential Insurance Company of America a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $13,800.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage, all of which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this Petition.

That said mortgage is in default.

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

And as in duty, etc.

J. Cookman Boyd, Jr.
900 Aurora Federal Building
Baltimore 1, Maryland Sa. 7-5770

Hugh K. Holmes
Lake Shore
Anne Arundel County, Maryland Cl. 5-0700

Attorneys for Plaintiff

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1963 JUN 17 AM 10:07

BOOK 149 PAGE 371

BOOK 1402 PAGE 189

#5634

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

MORTGAGE

No. 15,662 Equity

PURCHASE MONEY

THIS MORTGAGE, Made this 3rd day of June, A. D. 19 60, by and between **HAROLD A. TREADWELL, JR. and RUTH B. TREADWELL, His Wife**

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

The Prudential Insurance Company of America

a corporation organized and existing under the laws of the State of **New Jersey**, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~*~~ is justly indebted to the Mortgagee for borrowed money in the principal sum of **THIRTEEN THOUSAND EIGHT HUNDRED AND 00/100--** Dollars ($13,800.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of **five&three-quarter** per centum (5¾%) per annum on the unpaid principal until paid, principal and interest being payable at the office of **The Prudential Insurance Company of America**, in **Newark, New Jersey**, or at such other place as the holder hereof may designate in writing, in monthly installments of **EIGHTY AND 59/100----------** Dollars ($ 80.59), commencing on the first day of **July**, 19 60, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of **June**, 1990. 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. 11 Block C as shown on plat entitled "Plat of Resubdivision of Part of Blocks C & E and All of Block D, Hillside Acres" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 31, folio 12.

BEING the same lot of ground which by Deed of even date herewith recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Lin View Manor, Inc. unto the Mortgagors herein.

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

Petitioner's Exhibit No. 1

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1963 JUN 17 AM 10:08

2

*Built-in Oven, Range and Cabinet, Garbage Disposal, Sump Pump.

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

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

TO HAVE AND TO HOLD the said lot (~~s~~) of ground and improvements unto the said Mortgagee, its successors and assigns, **subject to the payment of an annual ground rent of $120.00 payable half-yearly on the 1st 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 ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

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

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

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

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

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

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

(IV) amortization of the principal of said debt.

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

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

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

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

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

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

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

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within **60 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 **60 days** time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

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

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

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or **John B. Garvey, Jr.**, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the 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 THIRTY-EIGHT**-------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:

Janet Darnall
JANET DARNALL

Harold A. Treadwell Jr. [SEAL]
HAROLD A. TREADWELL, JR.

Ruth B. Treadwell [SEAL]
RUTH B. TREADWELL

[SEAL]

[SEAL]

STATE OF MARYLAND, **BALTIMORE COUNTY** to wit: BOOK 1402 PAGE 193

I HEREBY CERTIFY, That on this the 3rd day of June, 1960, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared **Harold A. Treadwell, Jr. and Ruth B. Treadwell, 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 **John B. Garvey, Jr.**, the **agent** of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

Janet Darnall
Notary Public.
JANET DARNALL

My commission expires: May 1, 1961

Rec'd for record June 27, 1960 at 12:12 P.M.
Mailed to Garvey & Dixon

CHATTEL INDEX 1 2

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. PIC 1 151 626

MORTGAGE
HAROLD A. TREADWELL, JR. and RUTH B. TREADWELL, HIS WIFE
TO
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

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

REC'D FOR RECORD
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1960 JUN 27 PM 12:12
RECORDED IN LIBER GTC
NO. 1402 FOLIO 189
GEO. T. CROMWELL, CLERK

Insured
Under section
of the National Housing Act
and Regulations of the
Federal Housing Commissioner
thereunder
Dated
as amended
FEDERAL HOUSING COMMISSIONER
By
Authorized Agent.
Date

Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.
GARVEY & DIXON - Attorneys at Law
210 N. CALVERT STREET
BALTIMORE 2, MARYLAND
10—65500-9

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA	:	IN THE
	:	CIRCUIT COURT
v.	:	FOR
	:	ANNE ARUNDEL COUNTY
HAROLD A. TREADWELL, JR. and RUTH B. TREADWELL, his wife	:	No. 15,662 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

J. COOKMAN BOYD, JR.

and made oath in due form of law that he has made inquiry as to the military status of 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.

J. Cookman Boyd
Affiant

Subscribed and sworn to before me this 14th day of June, 1963.

Henry M. Wecker, Jr.
Notary Public

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1963 JUN 17 AM 10:08

BOOK 149 PAGE 376

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA	:	IN THE
	:	CIRCUIT COURT
v.	:	FOR
	:	ANNE ARUNDEL COUNTY
HAROLD A. TREADWELL, JR. and RUTH B. TREADWELL, his wife	:	No. 15,662 Equity

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of The Prudential Insurance Company of America under mortgage from Harold A. Treadwell, Jr. and Ruth B. Treadwell, his wife, to The Prudential Insurance Company of America, dated the 3rd day of June, 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1402, folio 189:

Principal Balance	$13,334.51
Interest at 5 3/4% per annum from December 2, 1962 to June 1, 1963	383.24
Interest to June 15, 1963 @ 2.13 per diem	29.82
Charges for late payment @ 2.35 per month	14.10
Net Overdraft in Escrow Account	16.81
Balance due on June 15, 1963	$13,778.48

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 14th day of June, 1963, before me, a Notary Public of the State of Maryland, in and for ~~the City of Baltimore,~~ Baltimore County personally appeared J. Cookman Boyd, Jr., Agent for the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal.

Henry M. Decker Jr.
Notary Public

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1963 JUN 17 AM 10:08

BOOK 149 PAGE 377

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA	:	IN THE
	:	CIRCUIT COURT
v.	:	FOR
	:	ANNE ARUNDEL COUNTY
HAROLD A. TREADWELL, JR. and RUTH B. TREADWELL, his wife	:	No. 15,662 Equity

DECREE FOR SALE OF MORTGAGE 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 17th day of June, 1963, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that the mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that J. Cookman Boyd, Jr. be, and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows:

He shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Fourteen Thousand Dollars ($14,000.00), 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 the said sale, having given at least three weeks' notice by advertisement, inserted in such newspaper or newspapers published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months (or all cash, as the purchaser may elect), the credit 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 successors or assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, petitioner and mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse
Judge.

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1963 JUN 17 PM 3:28

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Equity No. 15,662

Trustee's Bond

BOOK 12 PAGE 105

KNOW ALL MEN BY THESE PRESENTS:

BOOK 149 PAGE 375

THAT WE J. Cookman Boyd, Jr., 900 Aurora Federal Building, Baltimore 1, Maryland as principal, and Maryland Casualty Company a corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fourteen Thousand and No/100 ($14,000.00) - - - - - - - - - - - - - Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand 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 J. Cookman Boyd, Jr. by virtue of a decree of the Honorable Judge of the Circuit Court for Anne Arundel County ~~or Baltimore City~~, has been appointed trustee to sell certain property

mentioned in the proceedings in the case of The Prudential Insurance Company of America

vs.

Harold A. Treadwell, Jr. and Ruth B. Treadwell, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN J. Cookman Boyd, 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

Catherine N. Ellis
Barbara Berberich
Signed, sealed and delivered in the presence of

J. Cookman Boyd, Jr. (SEAL)

(SEAL)

MARYLAND CASUALTY COMPANY (SEAL)

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

State of Maryland, Baltimore City, sct:

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

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

ATTEST: D. W. Vauthier
Assistant Secretary

MARYLAND CASUALTY COMPANY

By: Albert H. Walker
Vice President

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

June 24, 1963

MARYLAND CASUALTY COMPANY

D. W. Vauthier *Assistant Secretary*

FILED
1963 JUN 27 PM 12:56

Bond approved this 27th day of June, 1963
Louis N. Phipps, Clerk

10

HUGH K. HOLT
Lake Shore
Anne Arundel County, Maryland
J. COOKMAN BOYD, JR.
900 Aurora Federal Building
baltimore 1, Maryland
Solicitors

Trustee's Sale

Desirable Leasehold Dwelling Property

EIGHT CORONET DRIVE
North Linthicum
Anne Arundel County, Maryland

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, in the case entitled The Prudential Insurance Company of America vs. Harold A. Treadwell, Jr. and Ruth B. Treadwell, his wife, (decree for sale of mortgaged premises), the undersigned Trustee will sell at public auction, on the premises, on

Mon., July 22, 1963
at 4 O'clock P.M.
(Daylight Saving Time)

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

BEING known and designated as Lot No. 11 Block C as shown on Plat entitled "Plat of Resubdivision of Part of Blocks C & E and All of Block D, Hillside Acres" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 31, folio 12.

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

No 11

The size of the lot of ground is approximately 75' x 177'.

The improvements consist of one-story detached, frame dwelling, (built-in oven, range, cabinets, garbage disposal and Sump Pump.) with asbestos shingle siding, with attached garage.

The property is subject to an annual ground rent of $120.00, payable half-yearly on the 1st days of June and December in each and every year.

TERMS OF SALE: A cash deposit of $500.00 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 from day of sale to day of settlement. Taxes and special assessments, if any, and ground rent to be adjusted to day of sale.

J. COOKMAN BOYD, JR.,
TRUSTEE
Sam W. Pattison & Co.,
Auctioneers
Member of Auct. Assn. of Md., Inc.
Jy-18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 380

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 23, 1963

We hereby certify, that the annexed

Trustee's Sale

Harold A. Treadwell, 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 22nd 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 4:28
By H. Tilghman

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA	:	IN THE
	:	CIRCUIT COURT
v.	:	FOR
	:	ANNE ARUNDEL COUNTY
HAROLD A. TREADWELL, JR. and RUTH B. TREADWELL, his wife	:	21-118
	:	Equity No. 15,662

BOOK 149 PAGE 381

AFFIDAVIT OF PURCHASER

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 Baltimore City, personally appeared Harry E. Silverwood, Jr., attorney for the purchaser, and made oath in due form of law as follows:

1. That on the 22nd day of July, 1963, acting as agent for and in behalf of The Prudential Insurance Company of America, a body corporate, he purchased at public auction the leasehold property known as 8 Coronet Drive, North Linthicum, Anne Arundel County, Maryland, at and for the sum of Fourteen Thousand Six Hundred Dollars ($14,600.00);

2. That there are no other persons or corporations interested as principals in said leasehold property, or the public sale thereof;

3. That he has not directly or indirectly discouraged anyone from bidding for the said leasehold property.

Harry E. Silverwood Jr.
Affiant

Subscribed and sworn to before me this 23rd day of July, 1963.

Ethel A. McLean
Notary Public

FILED

1963 JUL 25 AM 11:19

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA	:	IN THE
	:	CIRCUIT COURT
v.	:	FOR
	:	ANNE ARUNDEL COUNTY
HAROLD A. TREADWELL, JR. and RUTH B. TREADWELL, his wife	:	21-118
	:	Equity No. 15,662

LIBER 149 PAGE 382

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of J. Cookman Boyd, Jr., Trustee, appointed by the Decree in the above entitled cause, to make sale of the leasehold property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in "The Maryland Gazette", a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustee did, pursuant to said notice, on Monday, the 22nd day of July, 1963, at 4:00 o'clock p. m., attend on the premises, and then and there sold the leasehold property known as 8 Coronet Drive, North Linthicum, Anne Arundel County, Maryland, to The Prudential Insurance Company of America, at and for the sum of Fourteen Thousand Six Hundred Dollars ($14,600.00), being the highest price obtainable therefor.

J. Cookman Boyd, Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 23rd 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 J. Cookman Boyd, Jr., Trustee, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal.

Ethel V. McKean
Notary Public

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1963 JUL 25 AM 11:19

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ORDER NISI

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

versus

HAROLD A. TREADWELL, JR. AND
RUTH B. TREADWELL, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

BOOK 149 PAGE 383

No. 15,662 Equity

Ordered, this 25th day of July, 1963, That the sale of the property in these proceedings mentioned made and reported by J. Cockman Boyd, Jr., Trustee

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 $ 14,600.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

J. Cockman Boyd, Jr., Atty. FOR: MARYLAND GAZETTE Aug. 1st Edition

(Final Order)

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

versus

HAROLD A. TREADWELL, JR. AND
RUTH B. TREADWELL, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of September, 1963 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett
JUDGE.

FILED
1963 SEP -6 PM 1:28

14

Additional
Trustee's Bond

BOOK 12 PAGE 141

No. 15,662 Equity

KNOW ALL MEN BY THESE PRESENTS:

BOOK 149 PAGE 384

THAT WE J. Cookman Boyd, Jr.

900 Aurora Federal Building, Baltimore, Maryland, 21201 as principal,

and Maryland Casualty Company a corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Hundred and No/100 ($600.00)- - - - - - - - - Additional- - Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 24th day of June in the year of our Lord one thousand nine hundred and sixty-three.

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

mentioned in the proceedings in the case of The Prudential Insurance Company of America

vs.

Harold A. Treadwell and Ruth B. Treadwell, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN J. Cookman Boyd, 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

Catherine H. Ellis
Signed, sealed and delivered in the presence of CATHERINE H. ELLIS

Barbara Berberich
Barbara Berberich

J. Cookman Boyd, Jr. (SEAL)

(SEAL)

MARYLAND CASUALTY COMPANY (SEAL)

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

State of Maryland, Baltimore City, sct:

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

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

MARYLAND CASUALTY COMPANY

By: Albert H. Walker
Vice President

Attest: D. W. Vauthier
Assistant Secretary

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

June 24, 1963

MARYLAND CASUALTY COMPANY

D. W. Vauthier *Assistant Secretary*

FILED
1963 AUG -2 AM 10.11

Bond approved this 2nd day of August, 1963

Lowell N. Phipps, Clerk

15

BOOK 149 PAGE 385

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,662

Harold A Treadwell, Jr

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of September, 1963. The first insertion being made the 1st day of August, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,662 Equity

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

versus

HAROLD A. TREADWELL, JR. and RUTH B. TREADWELL, his wife

Ordered, this 25th day of July, 1963; That the sale of the property in these proceedings mentioned made and reported by J. Cookman Boyd, Jr. 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 $14,600.00

LOUIS N. PHIPPS, Clerk.

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

A-22

FILED
SEP -3 PM 12:59

No. M. G. 7107

16

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA	:	IN THE
	:	CIRCUIT COURT
v.	:	FOR
	:	ANNE ARUNDEL COUNTY
HAROLD A. TREADWELL, JR. and RUTH B. TREADWELL, his wife	:	21-118
	:	Equity No. 15,662

PETITION TO SUBSTITUTE PURCHASER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of J. Cookman Boyd, Jr., Trustee, respectfully represents unto the Court:

1. That your Petitioner, by his Report of Sale filed in these proceedings on the 25th. day of July, 1963, sold certain leasehold property situate in Anne Arundel County, known as No. 8 Coronet Drive, North Linthicum, and being more fully described in these proceedings, to The Prudential Insurance Company of America.

2. That the said purchaser has requested your Petitioner to substitute in its place and stead, Neal J. Hardy, Federal Housing Commissioner, who has requested to be so substituted.

WHEREFORE your Petitioner prays that this Honorable Court pass an Order substituting Neal J. Hardy, Federal Housing Commissioner, in the place and stead of The Prudential Insurance Company of America.

J. Cookman Boyd, Jr., Trustee

CONSENT

We hereby consent to the relief prayed in the foregoing Petition.

J. Cookman Boyd, Jr., Trustee

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By W Mauthen-Jones
Regional Manager

FILED
1963 SEP -5 PM 3:38

17

BOOK 149 PAGE 387

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA	:	IN THE
	:	CIRCUIT COURT
v.	:	FOR
	:	ANNE ARUNDEL COUNTY
HAROLD A. TREADWELL, JR. and RUTH B. TREADWELL, his wife	:	21-118
	:	Equity No. 15,662

ORDER

Upon the foregoing Petition and Consent, it is this 9th day of September, 1963, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Neal J. Hardy, Federal Housing Commissioner, be and he is hereby substituted as purchaser of the property mentioned in these proceedings, known as No. 8 Coronet Drive, North Linthicum, Anne Arundel County, Maryland, in the place and stead of The Prudential Insurance Company of America.

Judge

FILED

1963 SEP 10 AM 11:45

15

BOOK 149 PAGE 388

In the Case of

PRUDENTIAL INSURANCE COMPANY OF AMERICA

VS.

HAROLD A. TREADWELL, JR., &
RUTH B. TREADWELL, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,662 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 OCT 14 PM 12:26

FINAL ORDER

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

Clerk
Per: ....., deputy

FILED
1963 OCT 30 AM 10:22

19

Dr. Prudential Insurance Co. of America
vs.
Harold A. Treadwell Jr., & Ruth B. Treadwell, his wife

In Acct. with J. Cookman Boyd, Jr., Trustee

				Cr.
By	Amount of Sale, as per Trustee's Report of Sale filed		14,600 00	
	Interest, 6%, on deferred payment, $14,100.00 from 7/22/63 to 9/4/63		98 70	
	Adjustment, 1963 Real Estate taxes, 5 months, 8 days		114 72	
				14,813 42
To	Trustee, for fee, viz:	250 00		
			250 00	
To	Trustee, for Court Costs, viz:			
	Plaintiff's solicitor appearance fee	10 00		
	Clerk, court costs	44 25		
	Auditor, this account	25 00		
			79 25	
To	Trustee, for expenses, viz:			
	Capital-Gazette Press, Inc., Adv. & Nisi - Sale	97 24		
	Sunpapers, Adv. - Sale	14 10		
	News-Post, Adv. - Sale	15 00		
	Maryland Casualty Co. - bond	58 40		
	Sam W. Pattison & Co., Auctioneers fee	35 00		
	Ground rent, due 12/1/62	60 00		
	Ground rent, 6/1/63 to 7/22/63	17 33		
	Water & Sewer charges, 1961, 1962, & 1963 (to 7/22/63)	125 82		
			422 89	
To	Prudential Insurance Co. of America, Mortgagee, in full for Mortgage Claim filed	13,778 48		
	Interest, 53/4%, on principal balance $13,334.51 from 6/16/63 to 10/21/63, 127 days @ $2.13	270 51		
			14,048 99	
To	Harold A. Treadwell, Jr. & Ruth B. Treadwell, his wife, Mortgagors, excess	12 29		
			12 29	
				14,813 42

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
DONALD E. CAMPBELL AND AGNES MAY CAMPBELL, HIS WIFE	:	(In Equity)

No. 15,737 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 E. Campbell and Agnes May Campbell, his wife to Baltimore Federal Savings and Loan Association, dated September 3rd, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No.1330 folio 30.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Mafyland - 21202

Le 9-6841

FILED

1963 JUL 18 AM 9:59

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 149 PAGE 391
BOOK 1330 PAGE 30

MARYLAND

No. 15,737 Equity

MORTGAGE

THIS MORTGAGE, made this 3rd day of September, A. D. 1959, by and between Donald E. Campbell and Agnes May Campbell, wife

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

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Nine thousand nine hundred ninety----------Dollars ($ 9,990.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and one quarter per centum (5¼ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of fifty-five dollars and seventeen cents ~~Dollars~~ ($ 55.17), commencing on the first day of October, 1959, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 1999. 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 , in the State of Maryland, to wit:

Anne Arundel County

Being known and designated as Lot No. 16, Block K, as designated and shown on Plat No. 1, Country Club Manor dated May, 1958, by John W. Boutwell, Jr., Surveyor, and recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 53. The improvements thereon being known as No. 1023 Genine Drive.

Being the same lot of ground which by Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by The Bedford Holding Company unto the within names Mortgagors.

FILED

1963 JUL 18 AM 9:59

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

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One hundred and fifty ($150.00) Dollars payable half-yearly on the seventeenth days of January and July in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

JOHN R. HOLLAND, JR.

Donald E. Campbell [SEAL]
Donald E. Campbell

Agnes May Campbell [SEAL]
Agnes May Campbell, wife

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1330 PAGE 34

I HEREBY CERTIFY, That on this 3rd day of September, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Donald E. Campbell and Agnes May Campbell, 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.

1100

JOHN R. HOLLAND, JR.
Notary Public.

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

Application No. 51841
Written by mfs
Approved by
Ready for record
Examiner

Rec'd for record Sept. 10 1959 at 3:00 P.M.
Mailed to Colonial Title Guarantee Co.

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
DONALD E. CAMPBELL AND
AGNES MAY CAMPBELL, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

BOOK 149 PAGE 395

MILITARY AFFIDAVIT No. 15,737 Equity

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 17th day of July 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 E. Campbell and Agnes May Campbell, 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

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

FILED
1963 JUL 18 AM 9:59

6

WALTER S. CALWELL, IN THE BOOK 149 PAGE 396

Attorney Named in Mortgage CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS. IN EQUITY

DONALD E. CAMPBELL AND

AGNES MAY CAMPBELL, HIS WIFE No. 15,737 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of **Baltimore Federal Savings and Loan Association**
under the mortgage from **Donald E. Campbell and Agnes May Campbell, his wife**
to **Baltimore Federal Savings and Loan Association**
dated the **3rd** day of **September** 1959, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1330** Folio 30 .

Amount of Mortgage		$9990.00
Less - amount paid on principal		499.13
		9490.87
Plus - interest to 7/10/63		262.92
		9753.79
Plus - overdraft in expense account		88.69
		9842.48

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **17th** day of **July** in the year nineteen hundred and **sixty-three** before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared **Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association** holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

WITNESS my hand and Notarial Seal.

Filed 1963 JUL 18 AM 9:59

Clara M. Link
Clara M. Link Notary Public

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 E. Campbell and Agnes May Campbell, his wife to Baltimore Federal Savings and Loan Association, dated September 3rd, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1330 folio 30 (default having occurred thereunder) the undersigned Attorney, will sell at Public Auction on the premises on

Tues., Aug. 20th, 1963 at 3:40 P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, Maryland, at Country Club Manor, near Furnace Branch and Marley Creek and described as follows:—

Being known and designated as Lot No. 16, Block K, as designated and shown on Plat No. 1, Country Club Manor dated May, 1958, by John W. Boutwell, Jr., Surveyor, and recorded among the Plat Book 30, folio 53. The improvements thereon being known as No. 1023 Genine Drive. Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining

Subject to an annual ground rent of $150.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

No. 8

The improvements consist of a one story detached dwelling, containing 5 rooms (3 bedrooms), 1 bath, forced warm air gas fired heat. TERMS OF SALE:— A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of sale. Cost of all Documentary stamps, and County transfer tax, if any, shall be borne by the purchaser.

WALTER S. CALWELL
Attorney Named in Mortgage

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

A-15

15,737

BOOK 149 PAGE 397

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 16, 1963

We hereby certify, that the annexed Attorney's Sale

Donald E. Campbell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of August, 1963. The first insertion being made the 25th day of July, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 AUG 19 PM 4:10

By A. Leighman

Equity 15,737

Mortgagee and Attorney's Bond. 1-369

BOOK 12 PAGE 150

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y

BOOK 149 PAGE 356

BOND NO. 0466-0274-1436-63

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore 2, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TEN THOUSAND, FIVE HUNDRED AND NO/100 = - - - - - - - - - - - - - - - - ($10,500.00)- Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 16th day of August 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 E. Campbell & Agnes May Campbell, his wife, to the Baltimore Federal Savings & Loan Association

bearing date the 3rd day of September nineteen hundred and fifty-nine

and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1330, Folio 30, and

1023 Genine Drive - 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. Funk

XXXXXX

Witness as to Surety:

M. Greller

M. Greller

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By William A. Weech, Attorney-in-fact

Bond approved this 20th day of August, 1963

Louis N. Phipps, Clerk

1963 AUG 20 AM 9:27

BOOK 149 PAGE 389

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
DONALD E. CAMPBELL, JR., AND AGNES MAY CAMPBELL, HIS WIFE	:	ANNE ARUNDEL COUNTY Equity No. 15,737

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 20th day of August, 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 ~~he~~ it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL S. & L. ASS'N.

Charles E. Williams

Purchaser

Charles E. Williams, Vice President

CLARA M. LINK NOTARY PUBLIC TIMORE, MD.

FILED

Clara M. Link 22 PM

Clara M. Link Notary Public

10

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
DONALD E. CAMPBELL, JR., AND AGNES MAY CAMPBELL, HIS WIFE	:	Equity No. 15,737

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated September 3rd, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1330 folio 30 from said Donald E. Campbell, Jr., and Agnes May Campbell, 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 20th day of August, ~~xxx~~ 1963 at 3.40 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. 16, Block K, as shown on Plat No. 1, Country Club Manor, dated May 1958, by John W. Boutwell, Jr., Surveyor, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 53, the improvements whereon are now known as No. 1023 Genine Drive; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1963 AUG 22 PM 2:35

//

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 E. Campbell and Agnes May Campbell, his wife to Baltimore Federal Savings and Loan Association, dated September 3rd, 1959 and reeorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1330 folio 30 (default having occurred thereunder) the undersigned Attorney, will sell at Public Auction on the premises on

Tues., Aug. 20th, 1963 at 3:40 P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, Maryland, at Country Club Manor, near Furnace Branch and Marley Creek and described as follows:—

Being known and designated as Lot No. 16, Block K, as designated and shown on Plat No. 1, Country Club Manor dated May, 1958, by John W. Boutwell, Jr., Surveyor, and recorded among the Plat Book 30, folio 53. The improvements thereon being known as No. 1023 Genine Drive. Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining

Subject to an annual ground rent of $150.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of a one story detached dwelling, containing 5 rooms (3 bedrooms), 1 bath, foreed warm air gas fired heat. TERMS OF SALE:— A eash deposit of $500.00 will be required of the purehaser at the time and plaee of sale, balance of purehase price upon final ratification of sale by the Cireuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any and all other assessments and public charges to be adjusted to date of salc. Cost of all Documentary stamps, and County transfer tax, if any, shall be borne by the purchaser.

WALTER S. CALWELL
Attorney Named in Mortgage

E. T. NEWELL & CO., INC.,
Auctioneer A-15

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Ten thousand four Hundred forty-seven ($10,447.00) Dollars, subject to the payment of an annual ground rent of $150.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 21st day of August, 1963 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link, Notary Public

ORDER NISI

WALTER S. CALWELL, Attorney Named in Mortgage

versus

DONALD E. CAMPBELL, JR., and AGNES MAY CAMPBELL, his wife

BOOK 149 PAGE 402

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,737 Equity

Ordered, this 22nd day of August, 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 30th 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 30th day of September next.

The report states that the amount of sale was $ 10,447.00

Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty. Maryland Gazette (for Aug. 29 edition)

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

DONALD E. CAMPBELL, JR., and AGNES MAY CAMPBELL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of October, 1963 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney ~~allowed~~ the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

JUDGE.

FILED

1963 OCT -1 PM 3:22

13

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
DONALD E. CAMPBELL, JR., AND AGNES MAY CAMPBELL, HIS WIFE	:	In Equity - No. 15,737 Docket

PETITION TO SUBSTITUTE A PURCHASER

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Petition of Walter S. Calwell, Attorney Named in the Mortgage, respectfully represents unto your Honor:

That your Petitioner, by his Report of Sale filed in these proceedings on the 22 day of August 1963 sold certain leasehold property situated in Anne Arundel County, known as No. 1023 Genine Drive and described in these proceedings to Baltimore Federal Savings and Loan Association.

That the said purchaser has requested your Petitioner to substitute as purchaser in its place and stead, J. S. Gleason, Jr., as Administrator of Veterans' Affairs, who has requested to be so substituted.

WHEREFORE YOUR PETITIONER PRAYS that this Honorable Court pass an Order substituting J. S. Gleason, Jr., Administrator of Veterans' Affairs, as purchaser in the place and stead of Baltimore Federal Savings and Loan Association.

Walter S. Calwell
Walter S. Calwell,
Attorney Named in Mortgage

ASSENT

We Hereby assent to the relief prayed in the aforegoing Petition.

Walter S. Calwell
Walter S. Calwell,
Attorney Named in Mortgage

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Charles E. Williams
Charles E. Williams
Vice President

FILED
1963 AUG 22 PM 2:35

14

ORDER

UPON the aforegoing Petition and Assent, it is hereby this Ninth day of August 1963

ORDERED by the Circuit Court for Anne Arundel County (In Equity) that J. S. Gleason, Jr., Administrator of Veterans' Affairs be and he is hereby substituted as purchaser of the property mentioned in these proceedings, known as No. 1023 Genine Drive, Anne Arundel County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

George Sachse
Judge

FILED
1963 AUG 27 AM 8:55

15

BOOK 149 PAGE 405

Order Nisi

Walter S. Calwell,
Attorney Named in Mortgage
versus
DONALD E. CAMPBELL, JR.,
and
AGNES MAY CAMPBELL,
his wife

Ordered, this 22nd day of August, 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 [illegible] 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 30th day of September next.

The report states that the amount of sale was $10,447.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

S-19

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 21, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,737

Donald E. Campbell, 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 September, 1963. The first insertion being made the 29th day of August, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1963 SEP 23 AM 10:11

No. M. G. 2243

16

BOOK 149 PAGE 406

In the Case of

WALTER S. CALWELL, Attorney Named in Mortgage

VS.

DONALD E. CAMPBELL and AGNES MAY CAMPBELL, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,737 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 OCT 14 AM 11:34

All of which is respectfully submitted.

Arthur A. Andersen, Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 30th 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 M. Phipps
Clerk
Per: H. Fitzhugh, deputy

FILED
1963 OCT 30 AM 10:22

17

Dr. Mortgaged Real Estate of Donald E. Campbell, and Agnes May Campbell, 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		10,447 00	
By	Interest, 6%, on deferred payment $9,947.00 from 8/20/63 to 10/2/63		76 61	
By	Adjustment, Real Estate taxes from 8/20/63 to 12/31/63		65 28	
				10,588 89
To	Attorney, for fee, viz	50 00		
To	Attorney, for commission, viz	343 41		
			393 41	
To	Attorney, for Court Costs, viz			
	Plaintiff's Solicitor, appearance fee	10 00		
	Clerk, Court Costs	31 75		
	Auditor, this account	22 50		
			64 25	
To	Attorney, for expenses, viz			
	Capital-Gazette Press, Inc., Adv. & Nisi Sale	90 24		
	New Amsterdam Casualty Company - Bond	42 00		
	E. T. Newell & Co., Inc., Auctioneer's Fee	35 00		
	Adjustment, Ground Rent, 7/17/63 to 8/20/63	13 73		
	Notary Public	1 25		
			182 22	
To	Baltimore Federal Savings & Loan Assoc., Mortgagee, on account of Mortgage claim filed		9,949 01	
				10,588 89
	Balance due on Mortgage, as per claim filed	9,842 48		
	Interest, 6%, on principal balance, $9,579.56, from 8/1/63 to 10/31/63	177 61		

	10,020	09				
Credit amount allowed above	9,949	01				
This amount subject to decree in personam	71	08				

BOOK 149 PAGE 409

H. Allen Mezger, Attorney	*	IN THE
named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
William A. Dowell and	*	ANNE ARUNDEL COUNTY
Mary Dowell, his wife	*	Equity No. 15,674

* * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H. Allen Mezger,
Attorney named in Mortgage

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

FILED

1963 JUN 21 AM 9:38

JB

BOOK 149 PAGE 410

LIBER 1095 PAGE 400

No 15,674

THIS MORTGAGE, Made this 29th day of January - - -, in the year one thousand nine hundred and fifty-seven, between WILLIAM A. DOWELL and MARY DOWELL,

NO STAMPS REQUIRED

his wife - - - - - - - - - - - - - - - - of the County of Anne Arundel - - -, in State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Ten Thousand Nine Hundred ($10,900.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Eighty-Three ($83.00) Dollars - - - - - - - - - - - - - - commencing on the fifteenth - -day of February-,1957, and on the fifteenth - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

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

do grant, convey and assign unto the said mortgagee, its successors and assigns, all those lots of ground situate and lying in the Third Election District,

Anne Arundel County, Maryland - - -, and described as follows:

BEGINNING FOR THE FIRST being known and designated as Lot No. Eight (8) in Section 20 of Riviera Beach with a total frontage of about One Hundred Twenty-One and Eighty-Five One-Hundredths (121.85) feet on Park Road as shown on a plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 26 (Cabinet 1, Rod B, Plat 10) now Plat Book 1, folio 25.

BEGINNING FOR THE SECOND known and designated as Lots Nos. Nine (9), Ten (10), Eleven (11) and Twelve (12) in Section 20 of Riviera Beach with a total frontage of about One Hundred (100) feet on Meadow Road as shown on a plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 26, now Plat Book 1, folio 25.

BEGINNING FOR THE THIRD on the Northwest side of Meadow Road Forty (40) feet wide at the distance of Two Hundred (200) feet Southwesterly from the Southwest side of Greenway Road Forty (40) feet wide, as shown on a Plat of Riviera Beach recorded among the Land Records of Anne Arundel County in Cabinet 1, Rod B, Plat 10, etc., said place of beginning being at the division line between Lot No. Eleven (11) and Lot No. Twelve (12), Section 20, as shown on said plat; thence binding on said Lot No. Twelve (12) by a line curving towards the West with a radius of Thirty-Five and Twenty-Three One-Hundredths (35.23) feet for a distance of Forty-Three and Forty-Eight One-Hundredths (43.48) feet (the chord of said arc

FILED 1963 JUN 21 AM 9:39

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

2

bears South Eighty-Six (86) degrees Twenty-One (21) minutes West Forty and Seventy-Eight One-Hundredths (40.78) feet); thence North Fifty-Eight (58) degrees Eighteen (18) minutes West binding on said Lot No. Twelve (12), Eighty and Ninety-Four One-Hundredths (80.94) feet to division line between Lot No. Twelve (12) and Lot No. Eight (8), as shown on said Plat; thence binding on Lot No. Eight (8), the two following courses and distances viz., still North Fifty-Eight (58) degrees Eighteen (18) minutes West Six and Eighty-Nine One-Hundredths (6.89) feet; thence by a line curving towards the North with a radius of Twenty-Seven and Thirty-Three One-Hundredths (27.33) feet for a distance of Twenty-Eight and Ninety-Nine One-Hundredths (28.99) feet (the chord of said arc bears North Twenty-Seven (27) degrees Fifty-Four (54) minutes West Twenty-Seven and Sixty-Five One-Hundredths (27.65) feet) to the Northwest side of Park Road Forty (40) feet wide; thence binding on Park Road by a line curving towards the South for a distance of Fifteen and Ninety-Nine One-Hundredths (15.99) feet (the chord of said arc bears South Six (6) degrees Twenty-Nine (29) minutes West Fifteen and Ninety-Eight One-Hundredths (15.98) feet); thence leaving Park Road and running South Forty-Eight (48) degrees Twenty-Seven (27) minutes East One Hundred Twenty-Four and Nine One-Hundredths (124.09) feet to the Northwest side of Meadow Road and thence North Fifty (50) degrees Fifty-Nine (59) minutes East binding on Meadow Road Forty-Eight (48) feet to the place of beginning.

BEING the same lots of ground which by deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, were granted and conveyed by Casimer C. Legal, Jr. and Ruth E. Legal, his wife, to the said 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, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lots of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, subject to restrictions of record.

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee, its suc-

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

cessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly

on or before the fifteenth - - - - - - - - - - - - - - - day of each and every month the sum of Twenty ($20.00) Dollars - for the payment of taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and payable as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagors (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) That after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, or H. Allen Mezger, their duly constituted Attorneys or Agents, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under

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

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the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One hundred ($100.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whosoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

WITNESS the hands and seals of the said mortgagors.

Witness:

Elaine E. Seeger
Elaine E. Seeger

William A. Dowell (SEAL)
William A. Dowell

Mary Dowell (SEAL)
Mary Dowell

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29th day of January - - , 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William A. Dowell and Mary Dowell, his wife, - - -

known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer - - - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Elaine E. Seeger
Elaine E. Seeger Notary Public

My Commission Expires May 6th, 1957

Rec'd for record Jan. 30, 1957 at 11:35 A.M.

Mailed to Mezger & Mezger

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

5

BOOK 149 PAGE 414

H. Allen Mezger, Attorney
named in Mortgage

VS

William A. Dowell
and
Mary Dowell, his wife

IN THE

CIRCUIT COURT

-OF-

ANNE ARUNDEL COUNTY

Equity No. 15,674

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 10,900.00
Less - Total amount paid on account of Principal	$ 2218.34	
Less - Credit Expense Account	35.46	2,253.80
Net Balance	$ 2253.80	$ 8,646.20
Plus accumulated interest to July 31st, 1963 (with interest thereafter at rate of 6% per annum)		87.04
Total Amount of Mortgage Indebtedness		$ 8,733.24

ARUNDEL FEDERAL SAVINGS & LOAN
ASSOCIATION OF BALTIMORE CITY

By Henry C. Bourke
Treasurer

Henry C. Bourke, Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this 20th day of June, 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 Henry C. Bourke, Jr., Treausrer of Arundel Federal Savings and Loan Association of Baltimore City the Mortgagee in the above entitled cause and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

THOMAS G. RAIMOND NOTARY PUBLIC Baltimore, Maryland

Thomas G. Raimond

Thomas G. Raimond---Notary Public

My Commission Expires May 3, 1965.

FILED

1963 JUN 21 AM 9:38

6

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

BOOK 149 PAGE 415

H. Allen Mezger, Attorney

named in Mortgage

vs.

William A. Dowell and

Mary Dowell, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

EQUITY NO. 15674

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of Arundel Federal Savings and Loan Association of Baltimore City

and made oath in due form of law that he ~~(she)~~ knows the defendant herein, and that to the best of his ~~(her)~~ information, knowledge and belief

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

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

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

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

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: John P. Helmer

John P. Helmer *Affiant.*

Subscribed and sworn to before me this 10th day of July 1963.

E. Jane Rusinek

Notary Public

E. Jane Rusinek
My commission expires May 3rd, 1965.

FILED

1963 JUL 29 AM 10:29

7

Jud. 14042. △

MORTGAGEE OR ATTORNEYS' BOND

BOOK 12 PAGE 137

No. 15,674 Equity

BOOK 149 PAGE 416

Know all Men by these Presents:

THAT WE H. Allen Mezger,

One North Charles, Suite 419

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 Nine Thousand and 00/100 ($ 9,000.00) *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 29th *day of* July *in the year of our Lord nineteen hundred and* sixty-three

WHEREAS, the above bounden H. Allen Mezger *by virtue of a power contained in mortgage from* William A. Dowell and Mary Dowell, his wife

to Arundel Federal Savings and Loan Association of Baltimore City

dated January 29, 1957 *and recorded in Liber* GTC *No.* 1095 *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;*

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

H. Allen Mezger [SEAL]

[SEAL]

Joyce Waltemeyer
Joyce Waltemeyer

MARYLAND CASUALTY COMPANY

By Joseph F. Howell
Joseph F. Howell - *Attorney-in-Fact.*

ATTEST: L. Pill
L. Pill

FILED
1963 JUL 29 AM 10:29

Bond approved this 29th day of July, 1963

Louis Y. Rizzo, Clerk.

8

MEZGER & MEZGER Attorneys
One North Charles
Baltimore 1, Maryland

Attorney's Mortgage Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

IMPROVED WITH A one family dwelling, frame construction, with composition roof, seven rooms and bath, situate between Meadow Road and Park Road, together with the strip of land adjoining, known as Lots 8, 9, 10, 11, and 12, Section 20, Riviera Beach, Third Election District, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgage dated January 29th, 1957, from William A. Dowell and Mary Dowell, his wife, said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1095 folio 400, the undersigned as Attorney, will offer for sale at public auction on the premises on;

FRIDAY, AUGUST 2nd, 1963, at 3:15 o'clock p.m.

the following described property:

BEGINNING FOR THE FIRST being known and designated as Lot No. Eight (8) in Section 20 of Riviera Beach with a total frontage of about One Hundred Twenty-One and Eighty-Five One-Hundredths (121.85) feet on Park Road as shown on a plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 26 (Cabinet 1, Rod B, Plat 10) now Plat Book 1, folio 25.

BEGINNING FOR THE SECOND known and designated as Lots Nos. Nine (9), Ten (10), Eleven (11) and Twelve (12) in Section 20 of Riviera Beach with a total frontage of about One Hundred (100) feet on Meadow Road as shown on a plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 26, now Plat Book 1, folio 25.

No. M. 9

OFFICE OF 15,674

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 411

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 3, 1963

We hereby certify, that the annexed

Attorney's Mortgage Sale

William A. Dowell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of August, 1963. The first insertion being made the 11th day of July, 1963

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 AUG -5 PM 3:42

By H. Leighmaster

BEGINNING FOR THE THIRD on the Northwest side of Meadow Road Forty (40) feet wide at the distance of Two Hundred (200) feet Southwesterly from the Southwest side of Greenway Road Forty (40) feet wide, as shown on a Plat of Riviera Beach recorded among the Land Records of Anne Arundel County in Cabinet 1, Rod B, Plat 10, etc., said place of beginning being at the division line between Lot No. Eleven (11) and Lot No. Twelve (12), Section 20, as shown on said plat; thence binding on said Lot No. Twelve (12) by a line curving towards the West with a radius of Thirty-Five and Twenty-Three One-Hundreths (35.23) feet for a distance of Forty-Three and Forty-Eight One-Hundredths (43 48) feet (the chord of said arc bears South Eighty-Six (86) degrees Twenty-One (21) minutes West Forty and Seventy-Eight One - Hundreths (40.78) feet); thence North Fifty-Eight (58 degrees Eighteen (18) minutes West binding on said Lot No. Twelve (12), Eighty and Ninety-Four One-Hundredths (80.94) feet to division line between Lot No. Twelve (12) and Lot No. Eight (8), as shown on said Plat; thence binding on Lot No. Eight (8), the two following courses and distances vis., still North Fifty-Eight (58) degrees Eighteen (18) minutes West Six and Eighty-Nine One-Hundredths (6.89) feet; thence by a line curving towards the North with a radius of Twenty-Seven and Thirty-Three One-Hundredths (27.33) feet for a distance of Twenty-Eight and Ninety-Nine One-Hundredths (28.99) feet (the chord of said arc bears North Twenty-Seven (27) degrees Fifty-Four (54) minutes West Twenty-Seven and Sixty-Five One-Hundredths (27.65 feet) to the Northwest side of Park Road Forty (40) feet wide; thence binding on Park Road by a line curving towards the South for a distance of Fifteen and Ninety-Nine One-Hundredths (15.99) feet (the chord of said arc bears South Six (6) degrees twenty-Nine (29) minutes West Fifteen and Ninety-Eight One-Hundredths (15.98) feet), thence leaving Park Road and running South Forty-Eight (48) degrees Twenty-Seven (27) minutes East One Hundred Twenty-Four and Nine One-Hundredths (124.09) feet to the Northwest side of Meadow Road and thence North Fifty (50) degrees Fifty-Nine (59) minutes East binding on Meadow Road Forty-Eight (48) feet to the place of beginning.

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

H. ALLEN MEZGER,
Attorney named in
Mortgage.

E. T. NEWELL & CO., INC.,
Auctioneers A-1

H. Allen Mezger, Attorney

named in Mortgage BOOK 149 PAGE 419

vs.

William A. Dowell and

Mary Dowell, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity NO. 15674

* * * * * * * * * *

CERTIFICATION

WE HEREBY CERTIFY, that on the - 2nd - day of August, 19 63, we sold at public auction for the highest price obtainable to the Arundel Federal Savings and and Loan Association of Baltimore City- the property described as follows:

at and for the price of Eighty-Five Hundred ($8,500.00) 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 Eighty-Five Hundred ($8,500.00) Dollars- - - - - - - - - - - - - - - - - - - -

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

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

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

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

Arundel Federal Savings and Loan Association of Baltimore City

By: Henry C. Bourke, Jr. (SEAL)

Henry C. Bourke, Jr., Treasurer

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

I HEREBY CERTIFY, That on this - 5th - day of August, 19 63, before me, the subscriber, a Notary Public of the State and city aforesaid, personally appeared JOHN M. MILLER, JR., President of E. T. Newell & Co., Inc., and Henry C. Bourke, Jr., Treasurer, Arundel Federal Savings and Loan Association of Baltimore City - - - - - - who made oath in due form of law that the matters and facts set forth above are true to their best knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

I. Winston Mezger, Notary Public

My Commission Expires: May 3rd, 1965.

FILED

1963 AUG -8 PM 4 1

I. WINSTON MEZGER NOTARY PUBLIC BALTIMORE, MD.

10

BEGINNING FOR THE FIRST being known and designated as Lot No. Eight (8) in Section 20 of Riviera Beach with a total frontage of about One Hundred Twenty-One and Eighty-Five One-Hundredths (121.85) feet on Park Road as shown on a plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 26 (Cabinet 1, Rod B, Plat 10) now Plat Book 1, folio 25.

BEGINNING FOR THE SECOND known and designated as Lots Nos. Nine (9), Ten (10), Eleven (11) and Twelve (12) in Section 20 of Riviera Beach with a total frontage of about One Hundred (100) feet on Meadow Road as shown on a plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 26, now Plat Book 1, folio 25.

BEGINNING FOR THE THIRD on the Northwest side of Meadow Road Forty (40) feet wide at the distance of Two Hundred (200) feet Southwesterly from the Southwest side of Greenway Road Forty (40) feet wide, as shown on a Plat of Riviera Beach recorded among the Land Records of Anne Arundel County in Cabinet 1, Rod B, Plat 10, etc., said place of beginning being at the division line between Lot No. Eleven (11) and Lot No. Twelve (12), Section 20, as shown on said plat; thence binding on said Lot No. Twelve (12) by a line curving towards the West with a radius of Thirty-Five and Twenty-Three One-Hundreths (35.23) feet for a distance of Forty-Three and Forty-Eight One-Hundredths (43.48) feet (the chord of said arc bears South Eighty-Six (86) degrees Twenty-One (21) minutes West Forty and Seventy-Eight One - Hundreths (40.78) feet); thence North Fifty-Eight (58 degrees Eighteen (18) minutes West binding on said Lot No. Twelve (12), Eighty and Ninety-Four One-Hundredths (80.94) feet to division line between Lot No. Twelve (12) and Lot No. Eight (8), as shown on said Plat; thence binding on Lot No. Eight (8), the two following courses and distances vis., still North Fifty-Eight (58) degrees Eighteen (18) minutes West Six and Eighty-Nine One-Hundredths (6.89) feet; thence by a line curving towards the North with a radius of Twenty-Seven and Thirty-Three One-Hundredths (27.33) feet for a distance of Twenty-Eight and Ninety-Nine One-Hundredths (28.99) feet (the chord of said arc bears North Twenty-Seven (27) degrees Fifty-Four (54) minutes West Twenty-Seven and Sixty-Five One-Hundredths (27.65 feet) to the Northwest side of Park Road Forty (40) feet wide; thence binding on Park Road by a line curving towards the South for a distance of Fifteen and Ninety-Nine One-Hundredths (15.99) feet (the chord of said arc bears South Six (6) degrees twenty-Nine (29) minutes West Fifteen and Ninety-Eight One-Hundredths (15.98) feet), thence leaving Park Road and running South Forty-Eight (48) degrees Twenty-Seven (27) minutes East One Hundred Twenty-Four and Nine One-Hundredths (124.09) feet to the Northwest side of Meadow Road and thence North Fifty (50) degrees Fifty-Nine (59) minutes East binding on Meadow Road Forty-Eight (48) feet to the place of beginning.

BOOK 149 PAGE 421

H. Allen Mezger, Attorney	*	IN THE
named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
William A. Dowell and	*	ANNE ARUNDEL COUNTY
Mary Dowell, his wife	*	Equity No. -15674-

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Attorney named in Mortgage, of the mortgage from William A. Dowell and Mary Dowell, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property therin described, default having occured under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) day's notice of the time, place, manner and terms of the sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Attorney named in Mortgage, did, pursuant of said notice, on Friday, August 2nd., 1963, at 3:15 o'clock p.m. attend on the premises, and then and there sold at public auction, all that lot of ground located in the Third Election District, Arne Arundel County, State of Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Arundel Federal Savings and Loan Association of Baltimore City, the sum of Eight Thousand and Five Hundred ($8,500.00) Dollars, a deposit of Eight Hundred Fifty ($850.00) Dollars having been made at the time of sale, the balance of the purchase price with interest at the rate of six per cent (6%) per annum to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

H. Allen Mezger (SEAL)
Attorney named in Mortgage

FILED
1963 AUG -8 AM 11:41

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

11

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this - 6th- day of August, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared H. Allen Mezger, Attorney named in the Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Charles W. Wilkerson

Charles W. Wilkerson Notary Public

My commission expires May 3rd., 1965.

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

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ORDER NISI

H. ALLEN MEZGER, ATTORNEY
NAMED IN MORTGAGE

versus

WILLIAM A. DOWELL AND
MARY DOWELL, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

BOOK 149 PAGE 423

No. 15,674 Equity

Ordered, this 8th day of August, 19 63, That the sale of the property in these proceedings mentioned made and reported by H. Allen Mezger, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 8,500.00

Lewis N. Phipps Clerk.

True Copy,

TEST: Clerk.

H. Allen Mezger, Atty.
(Final Order)

FOR: MARYLAND GAZETTE Aug. 15th Edition

H. ALLEN MEZGER, ATTORNEY NAMED
IN MORTGAGE

versus

WILLIAM A. DOWELL AND
MARY DOWELL, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of September, 19
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 SEP 18 PM 4:05

/3

Order Nisi

IN
THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 15,674 Equity

H. ALLEN MEZGER, Attorney
Attorney
Named in Mortgage
versus
WILLIAM A. DOWELL AND MARY DOWELL, HIS WIFE

Ordered, this 8th day of August, 1963, That the sale of the property in these proceedings mentioned made and reported by H. Allen Mezger, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $8,500.00.

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 149 PAGE 424

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 6, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,674

William A. Dowell

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.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1963 SEP -9 AM 11:58

No. M. G. 71-63

14

BOOK 149 PAGE 425

In the Case of

H. ALLEN MEZGER, Attorney Named in Mortgage

VS.

WILLIAM A. DOWELL &

MARY DOWELL, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,674 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 OCT 14 AM 11:59

FINAL ORDER

ORDERED BY THE COURT, this 30 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 30 AM 10:27

15

Dr. Mortgaged Real Estate of William A. Dowell & Mary Dowell, his wife

BOOK 149 PAGE 426

In Acct. with H. Allen Mezger, Attorney Named in Mortgage

				Cr.	
By	Amount of Sale, as per Attorney's Report of Sale filed			8,500 00	
By	Interest 6%, on deferred payment $7,650.00 from 8/2/63 to 9/17/63			57 38	
					8,557 38
To	Attorney, for fee, viz:	100 00			
To	Attorney, for commissions	285 00			
				385 00	
To	Attorney, for Court costs, viz:				
	Plaintiff's solicitor's appearance fee	10 00			
	Clerk, Court costs	28 00			
	Auditor, this account	22 50			
				60 50	
To	Attorney, for expenses, viz:				
	Capital-Gazette Press, Inc., Adv. & Nisi - Sale	165 52			
	Sunpapers - Adv. - Sale	35 30			
	Maryland Casualty Company - bond	36 00			
	E.T. Newell & Co. - Auctioneer's fee	50 00			
	Adjustment, 1963 Real Estate taxes from 1/1/63 to 8/2/63	91 34			
	Adjustment, 1963 Sanitary charges from 1/1/63 to 8/2/63	23 65			
				401 81	
To	Arundel Federal Savings & Loan Assoc., Mortgagee, on account of Mortgage claim	7,710 07			
				7,710 07	
					8,557 38
	Balance due on Mortgage, as per claim filed	8,733 24			
	Interest, 6%, on principal balance, $8,646.20, from 8/1/63 to 10/30/63	130 99			
		8,864 23			
	Credit amount allowed above	7,710 07			
	This amount subject to decree in personam	1,154 16			

PETITION FOR FORECLOSURE

ALBIN, INC.
1315 Walnut Street
Philadelphia, Penna.

VS.

APHARY W. INSLEY and

VIRGINIA E. INSLEY, his wife
Earleigh Heights,
Pasadena P. O., Maryland

BOOK 149 PAGE 427

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 15,634 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 4th day of Feb. 1961 A. D. the defendant executed and delivered to ALBIN, INC.

a mortgage upon certain lot of property in the ~~City of Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $7,216.56 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition, said mortgage now being 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.

Vernon G. Frame

Vernon G. Frame
2431 Mountain Road
Pasadena, Md.
Cl 5-0373 *Attorney for Plaintiff*

FILED

1963 JUN -3 AM 10:33

A73 BOOK 1455 PAGE 80

BOOK 149 PAGE 428

No. 15,634 Equity

MORTGAGE

THIS MORTGAGE, made this 4th day of February, 1961, by and between APHARY W. INSLEY AND VIRGINIA E. INSLEY, HIS WIFE, hereafter called "Mortgagor", and ALBIN, INC., a corporation, hereafter called "Mortgagee";

WHEREAS, Mortgagor is justly indebted to Mortgagee in the sum of SEVEN THOUSAND TWO HUNDRED SIXTEEN DOLLARS AND FIFTY-SIX CENTS ($ 7,216.56) payable at the office of Mortgagee, 1315 Walnut Street, Philadelphia 7, Pennsylvania, or at such other place as the holder hereof may designate in writing, with interest thereon at the rate of six per cent per annum in Fifty-nine installments of SEVENTY-THREE DOLLARS AND SIXTY-FOUR CENTS ($73.64) commencing on the 15th day of March, 1961, and on the same day of each month thereafter

and the final payment of FOUR THOUSAND SIX HUNDRED SEVENTY DOLLARS AND TWENTY-SIX CENTS ($4,670.26), if not sooner paid, shall be due and payable on the same day of February, 1966.

A prepayment discount will be granted in the amount of: 4% of the original mortgage amount if fully repaid within the first eight months from the date of the mortgage; 3% if fully repaid within the next eight months; 2% if fully repaid within the next eight months; no discount thereafter.

AND WHEREAS, Mortgagor has this day passed unto Mortgagee his negotiable promissory note in said sum, bearing even date herewith, payable with interest in monthly installments, and intended to be secured hereby.

NOW, THEREFORE, this Mortgage

WITNESSETH: That in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt of which is hereby acknowledged, Mortgagor does hereby grant, convey and assign unto Mortgagee, its successors and assigns:

All those two parcels of ground at Pasadena, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the first part on the Northeast side of a 50 foot road leading from Pasadena to Earleigh Heights, at an iron pipe heretofore set at the end of the North 20 deg. 06' West 307.0 foot line of a conveyance to Guy C. Bopst and Harriet M. Bopst, his wife, dated September 23, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 270, folio 58, of which this description is a part; and running thence with the outline of the said conveyance, North 69 deg. 54' East 217.80 feet to an iron pipe thence leaving the said outline and running South 20 deg. 06' East 100.0 feet to the Northwest side of a proposed 30 foot road;

15.40

RECORDATION TAX ACT OF 1947 $1.00 61

RECORDATION TAX ACT OF 1947 $2.20 $2.20 $2.20 $2.20

MTG., MD. 5-60

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1963 JUN -3 AM 10:34

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3

thence running with the Northwest side of the said 30 foot road, South 69 deg. 54' West 217.80 feet to the aforementioned 50 foot road; thence running with the last mentioned road and with the outline of the aforesaid conveyance, North 20 deg. 06' West 100.0 feet to the place of beginning. Containing one-half acre of land.

BEGINNING for the second description on the Northeast side of a 50 foot road leading from Pasadena to Earleigh Heights, at an iron pipe now set in the North 20 deg. 06' West 307.0 foot line of a conveyance to Guy C. Bopst and Harriet M. Bopst, his wife, dated September 23, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 270, folio 58, of which this description is a part, at a point South 20 deg. 06' East 130.0 feet from the end of the said line, the said plat of beginning being also at the Southeast intersection of the said 50 foot road and a proposed 30 foot road; and running thence with the Southeast side of the said 30 foot road, North 69 deg. 54' East 217.80 feet; thence leaving the said road and running South 20 deg. 06' East 100.00 feet thence running South 69 deg. 54' West 217.80 feet to the Northeast side of the hereinbefore mentioned 50 foot road; thence running with the Northeast side of the said road, ~~and with the outline of the Northeast side of the said road~~, and with the outline of the aforementioned conveyance to Guy C. Bopst and wife, North 20 deg. 06' West 100.0 feet to the place of beginning. Containing one-half of an acre of land. CWF CWF

BEING a part of the same property which was conveyed by Amelia H. Tubman Trustee, unto Guy C. Bopst, Life Tenant, with full and absolute power to grant, convey and otherwise dispose of the same, by Deed dated October 26, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 989, folio 525.

TO HAVE AND TO HOLD the said lot of ground and improvements unto Mortgagee, its successors and assigns, forever.

PROVIDED, that this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the debt secured hereby with interest, 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, it will be duly released by Mortgagee at the request and expense of Mortgagor, but in the event of default in the payment of any installment as above provided, or if there be any default in

any of the conditions, stipulations, or covenants of this Mortgage, then 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 Mortgagor, in order more fully to protect the security of this Mortgage covenants and agrees as follows:

1. That in addition to the monthly payments payable under the terms of the mortgage debt hereby secured, Mortgagor agrees to pay a "late charge" of two cents per month or fraction thereof for each dollar of each payment more than ten days in arrears to cover the extra expense involved in handling delinquent payments.

2. Mortgagor agrees that the mortgaged premises shall be fully improved with a house completed, ready for occupancy and use within six months from the date hereof.

3. That upon a default in any of the covenants of this Mortgage, Mortgagee shall be entitled, without notice to 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 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, Mortgagor shall have the right to possession of the said property.

4. Mortgagor specially warrants the property herein mortgaged and will execute such further assurances thereof as may be required.

AND Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or any other Public General Laws or any Public Local Laws of the State of Maryland, relating to mortgages, including any amendments, supplements, or additions thereto, does hereby consent to the passage of a decree by the Circuit or Chancery Court of the County, in the State of Maryland, in which the property herein lies, or where the greater portion thereof may lie, 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); or this Mortgage may be foreclosed, and the property herein sold, by Mortgagee or its successors or assigns, or by its or their duly constituted attorney, after any such default shall have occurred, as aforesaid. 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 and manner and terms of sale in some newspaper printed in the County or City in which the land, or some portion thereof, is located; 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 Fifty 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 Mortgagee, its successors or assigns hereunder, whether the same shall have matured or not; and, Third, the balance, if any, to Mortgagor, his heirs, personal representatives, successors 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 Mortgagor, his heirs, personal representatives, successors or assigns in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The word "Mortgagor" shall be deemed to include all parties herein named as mortgagors, their heirs, personal representatives and assigns. All covenants, waivers, warrants, promises and releases by and obligations or liabilities imposed upon Mortgagor shall bind all such mortgagors jointly and severally and their and each of their respective heirs, personal representatives and assigns.

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

WITNESS:

Clarence Gilligan

Clarence Gilligan

Aphary W. Insley (SEAL)
Aphary W. Insley

Virginia E. Insley (SEAL)
Virginia E. Insley

4

5

BOOK 149 PAGE 431 ACKNOWLEDGMENT BOOK 1455 PAGE 83

STATE OF MARYLAND :

COUNTY OF Anne Arundel : ss

I hereby certify that on this 4th day of February, 1961, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared Aphary W. Insley and Virginia E. Insley, his wife, the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their respective act. At the same time also appeared Carl W. Feld and made oath in due form that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

950

Clarence Gilligan
Notary Public

Rec'd for record Feb. 7, 1961 at 12:50 P.M.
Mailed to Albin, Inc.

DATED February, 1961

MORTGAGE

APHARY W. INSLEY, ET UX

TO

ALBIN, INC.

For $ 7,216.56

Premises: Third Election District, Anne Arundel County, Pasadena, Maryland

When Recorded, Please Return To:
ALBIN, INC.
1315 Walnut Street
Philadelphia 7, Pa.

950

1961 FEB -7 PM 12:50

1455 FOLIO 80

February 4, 1961

NOTE

No. 15634 Equity

$7,216.56

FOR VALUE RECEIVED, we jointly and severally promise to pay to the order of ALBIN, INC., a corporation, the sum of SEVEN THOUSAND TWO HUNDRED SIXTEEN DOLLARS AND FIFTY-SIX CENTS ($ 7,216.56) with interest thereon at the rate of six per cent per annum in Fifty-nine installments of SEVENTY-THREE DOLLARS AND SIXTY-FOUR CENTS ($73.64) commencing on the 15th day of March, 1961, and on the same day of each month thereafter

and the final payment of FOUR THOUSAND SIX HUNDRED SEVENTY DOLLARS AND TWENTY-SIX CENTS ($ 4,670.26), if not sooner paid, shall be due and payable on the same day of February, 1966.

Protest is waived. On non-payment of any installment when due, all remaining installments shall, at the option of holder, become immediately due and payable. If this Note is placed in the hands of an attorney for collection, we agree to pay a reasonable attorney's fee not exceeding ten per cent of the amount due on the defaulted Note. To secure the payment of said amount, we hereby irrevocably authorize any attorney of any Court of Record to appear for us in such court at any time after maturity or default and confess judgment without process in favor of the holder of this Note, for such amount as may be unpaid thereon, together with interest charges, costs and attorneys' fees as above provided, and we hereby waive and release all errors which may intervene in any such proceedings and waive all right of appeal and consent to immediate execution upon such judgment, and agree that no Bill in Equity will be filed by us to interfere in any manner with the operation of such judgment, and waiving and releasing benefit of all appraisement, inquisition of real estate, stay of execution, and all rights under the exemption laws of any state now in force or hereafter to be passed.

WITNESS:

Clarence Gilligan

Clarence Gilligan

Aphary W. Insley (SEAL)
Aphary W. Insley

Virginia E. Insley (SEAL)
Virginia E. Insley

NOTE, MD. 5-60

6

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

ALBIN, INC.
1315 Walnut Street
Philadelphia, Penna.

vs.

APHARY W. INSLEY and
VIRGINIA E. INSLEY, his wife
Earleigh Heights
Pasadena P. O., Maryland

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
Anne Arundel County

BOOK 140 PAGE 436

Docket 21 **Folio** 123

Case No. 15,634

Filed .....

Military Affidavit

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ Anne Arundel County TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said ~~City~~ County, personally appeared Vernon G. Frame, Attorney for Albin, Inc., Plaintiff

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.

Vernon G. Frame
Affiant.

Subscribed and sworn to before me

this 1st day of June 1963

Edward J. Kraft
Notary Public

FILED
1963 JUN -3 AM 10:34

STATEMENT OF MORTGAGE CLAIM

BOOK 149 PAGE 434

ALBIN, INC.
1315 Walnut Street
Philadelphia, Penna.

vs.

APHARY W. INSLEY and
VIRGINIA E. INSLEY, his wife
Earleigh Heights,
Pasadena P. O., Maryland

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 15,634 Equity

STATEMENT OF MORTGAGE DEBT

Statement of mortgage claim of ALBIN, INC. of Phila., Penna., under the mortgage from Aphary W. Insley and Virginia E. Insley, his wife, to Albin, Inc., dated February 4, 1961, and recorded among the Land Records of Anne Arundel County in Liber No. GTC 1455, folio 80.

Amount of money due on principal as of May 21, 1963	$6,345.94
Interest as of May 21, 1963	170.29
Accumulated late charges-521/63	20.58
Total balance due	$6,536.81

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

I HEREBY CERTIFY, That on this 1st day of June 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 aforesaid, personally appeared D. C. Buzby, Jr., agent of

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 JUN -3 AM 10:34

As witness my hand and Notarial Seal,

Florence G. Frame
Notary Public.

BOOK 149 PAGE 435

DECREE FOR SALE OF MORTGAGE PREMISES

ALBIN, INC.
1315 Walnut Street
Philadelphia, Penna.

vs.

APHARY W. INSLEY and
VIRGINIA E. INSLEY, his wife
Earleigh Heights,
Pasadena P. O., Maryland

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY

No. 15,634 Equity

TERM, 19 63

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 11th day of June, in the year nineteen hundred and sixty three, by the Circuit Court of ~~Baltimore County~~ Anne Arundel Co. **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 Vernon G. Frame 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 Sixty Six Hundred ($6600.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the ~~Baltimore City~~ Anne Arundel Co. as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $500.00 at time of sale, balance in cash upon final ratification or 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 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 JUN -4 AM 10:46

Trustee—Md.

A STOCK COMPANY

"Old and Tried" Organized 1849

Glens Falls

INSURANCE COMPANY

Glens Falls, N. Y.

BOOK 12 PAGE 76

No. 15,634 Equity

BOOK 149 PAGE 430

Know All Men by These Presents:

THAT WE, VERNON G. FRAME,

as principal, and the GLENS FALLS INSURANCE COMPANY, a corporation of the State of New York, Glens Falls, N. Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIX THOUSAND SIX HUNDRED AND NO/100 ($6,600.00)- - - - - - - - - - - - - - - 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 5th day of June, in the year nineteen hundred and sixty-three.

WHEREAS, the above bounden Vernon G. Frame, by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County, Maryland, has been appointed trustee to sell the real estate

mentioned in the proceedings in the case of ALBIN, INC.

vs.

APHARY W. INSLEY, et ux.

No. 15, 634 Equity

now pending in said Court.

Now the Condition of this Obligation is such, that if the above bounden Vernon G. Frame

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.

FILED JUN -5 PM 3:24 1963

Signed, sealed, and delivered in the presence of

Norma R. Ford

Norma R. Ford

Vernon G. Frame [SEAL]

Vernon G. Frame

[SEAL]

GLENS FALLS INSURANCE COMPANY

By Albert J. Goodman [SEAL]

Albert J. Goodman, Attorney

Form 15195

10

VERNON G. FRAME, Solicitor
2431 Mountain Road
Pasadena P.O., Maryland

Trustee's Sale
Of Valuable Fee Simple Property

EARLEIGH HEIGHTS
THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

By virtue of a decree of the Circuit Court of Anne Arundel (No. 15,634) the undersigned Trustee, will sell at public auction, on the premises on

Wednesday, July 24, 1963 at 2:00 O'Clock P.M. (D.S.T.)

ALL THAT LOT OF GROUND AND THE IMPROVEMENTS thereon, situate in Anne Arundel County, and described as follows:

All those two parcels of ground at Pasadena, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the second description on the Northeast side of a 50 foot road leading from Pasadena to Earleigh Heights, at an iron pipe now set in the North 20 deg. 06' West 307.0 foot line of a conveyance to Guy C. Bopst and Harriet M. Bopst, his wife, dated September 23, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 270, folio 58, of which this description is a part, at a point South 20 deg. 06' East 130.0 feet from the end of the said line, the said place of beginning being also at the Southeast intersection of the said 50 foot road and a proposed 30 foot road; and running thence with the Southeast side of the said 30 foot road, North 69 deg. 54' East 217.80 feet; thence leaving the said road running South 20 deg. 06' East 100.00 feet thence running South 69 deg. 54' West 217.80 feet to the Northeast side of the hereinbefore mentioned 50 foot road; thence running with the Northeast side of the said road, and with the outline of the aforementioned conveyance to Guy Bopst and wife, North 20 deg. 06' West 100.00 feet to the place of beginning. Containing one-half of an acre of land.

In fee simple and improved by a frame dwelling, uncompleted interior, consisting of three rooms and a bath.

Terms of Sale: Cash. A deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, and all other public charges, to be adjusted to date of sale. All conveyancing costs and costs for State and Federal Documentary Stamps to be borne by the purchaser or purchasers.

VERNON G. FRAME,
Trustee
ROBERT CAMPBELL,
Auctioneer.

Jy-22

No 11

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 431

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 24, 1963

We hereby certify, that the annexed

Trustee's Sale Eq. 15,634
Earleigh Heights

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 July, 1963. The first insertion being made the 1st day of July, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963
JUL 24 PM 2:36
By H. Tilghman

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

BOOK 149 PAGE 438

ALBIN, INC.

vs.

Aphary W. Insley and

Virginia E. Insley

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

Docket 21 **Folio** 103

Case No. 15,634

Filed .....

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 Vernon G. Frame

and made oath in due form of law that he 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.

Vernon G. Frame
Affiant.

Subscribed and sworn to before me

this 5 day of August 1963

Thurman J. Frame
Notary Public

FILED

1963 AUG -6 AM 10:42

12

REPORT OF SALE

ALBIN, INC.

vs.

APHARY W. INSLEY and

VIRGINIA E. INSLEY

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

BOOK 149 PAGE 425

EQUITY NO. 15,634

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

The Report of Sale of Vernon G. Frame

Trustee appointed by the decree in the above entitled cause, to make sale of the fee simple property described

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 Evening Capital

Anne Arundel County daily newspaper published in ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Wednesday the 24 day of July 1963 at 2:00 o'clock P M. attend on the premises and then and there sold the property described in the annexed advertisment to ALBIN, INC., for the sum of $5000.00, the said ALBIN, INC. being then and there the highest bidder therefore.

AND AS IN DUTY BOUND, ETC.

Vernon G. Frame

VERNON G. FRAME, Trustee

State of Maryland, ~~City of Baltimore~~ Anne Arundel County, *Sct:*

I HEREBY CERTIFY, That on this 5th 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 Vernon G. Frame

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 AUG -6 AM 10:42

As witness my hand and Notarial Seal, Florence I. Frame

Notary Public.

13

Legal Notices

VERNON G. FRAME, Solicitor
2431 Mountain Road
Pasadena, P.O., Maryland

Trustee's Sale

Of Valuable Fee Simple Property

EARLEIGH HEIGHTS
THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

By virtue of a decree of the Circuit Court of Anne Arundel (No. 15,634) the undersigned Trustee, will sell at public auction, on the premises on

Wednesday, July 24, 1963 at 2:00 O'Clock P.M. (D.S.T.)

ALL THAT LOT OF GROUND AND THE IMPROVEMENTS thereon, situate in Anne Arundel County, and described as follows:

All those ~~two~~ one parcels of ground at Pasadena, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the second description on the Northeast side of a 50 foot road leading from Pasadena to Earleigh Heights, at an iron pipe now set in the North 20 deg. 06' West 307.0 foot line of a conveyance to Guy C. Bopst and Harriet M. Bopst, his wife, dated September 23, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 270, folio 58, of which this description is a part, at a point South 20 deg. 06' East 130.0 feet from the end of the said line, the said place of beginning being also at the Southeast intersection of the said 50 foot road and a proposed 30 foot road; and running thence with the Southeast side of the said 30 foot road, North 69 deg. 54' East 217.80 feet; thence leaving the said road running South 20 deg. 06' East 100.00 feet thence running South 69 deg. 54' West 217.80 feet to the Northeast side of the hereinbefore mentioned 50 foot road; thence running with the Northeast side of the said road, and with the outline of the aforementioned conveyance to Guy Bopst and wife, North 20 deg. 06' West 100.00 feet to the place of beginning. Containing one-half of an acre of land.

In fee simple and improved by a frame dwelling, uncompleted interior, consisting of three rooms and a bath.

Terms of Sale: Cash. A deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, and all other public charges, to be adjusted to date of sale. All conveyancing costs and costs for State and Federal Documentary Stamps to be borne by the purchaser or purchasers.

VERNON G. FRAME,
Trustee
ROBERT CAMPBELL,
Auctioneer. Jy-22

BOOK 140 PAGE 441 #15,634

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 5th day of August, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Vernon G. Frame, Agent for Albin, Inc., purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the agent for Albin, Inc. and purchased same as Agent for Albin, Inc., and that he has nor directly or indirectly discouraged anyone from bidding for the said fee simple property mentioned in the said Report of Sale.

ALBIN, INC.

by Vernon G. Frame
Vernon G. Frame, Agent
Purchaser

Florence E. Jones
Notary Public

FILED

1963 AUG -6 AM 10:42

14

BOOK 149 PAGE 442

ALBIN, INC.	*	
	*	IN THE
vs	*	
	*	CIRCUIT COURT
APHARY W. INSLEY and	*	FOR
VIRGINIA E. INSLEY	*	ANNE ARUNDEL COUNTY
	*	# 15,634

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

AUCTIONEER'S AFFIDAVIT

I, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due me, set forth in detail, are all and singuler of the fees and sums due me, and that I have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing me or aiding me to be employed to make the sale for which the annexed bill or statement was rendered.

ROBERT H. CAMPBELL, AUCTIONEER

Robert H. Campbell

Subscribed and sworn to before me, a Notary Public in and for Anne Arundel County, State of Maryland, by Robert H. Campbell, this 6th day of August, 1963.

Florence J. [illegible]

Notary Public

FILED

1963 AUG 15 PM 12:02

15

ORDER NISI

BOOK 149 PAGE 443

ALBIN, INC.

versus

APHARY W. INSLEY AND

VIRGINIA E. INSLEY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,634 Equity

Ordered, this 6th day of August, 1963, That the sale of the property in these proceedings mentioned made and reported by Vernon G. Frame, Trustee

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 $ 5,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Vernon G. Frame, Atty.
(Final Order)

FOR: EVENING CAPITAL Aug. 8th Edition

ALBIN, INC.

versus

APHARY W. INSLEY AND

VIRGINIA E. INSLEY

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 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.

V. Bowie Duckett
JUDGE.

FILED

1963 SEP 10 PM 2:56

BOOK 149 PAGE 444

C ICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,634

Apiary W. Insley

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 9th day of September, 1963. The first insertion being made the 8th day of August, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,634 Equity

ALBIN, INC.

versus

APIARY W. INSLEY and VIRGINIA E. INSLEY

Ordered, this 6th day of August, 1963, That the sale of the property in these proceedings mentioned made and reported by Vernon G. Frame, Trustee, 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 $5,000.00.

LOUIS N. PHIPPS, Clerk

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

FILED

1963 SEP -3 PM 12:59

No. E. C. 2152

16

In the Case of

ALBIN, INC.

VS.

APHARY W. INSLEY and VIRGINIA E. INSLEY

In the

Circuit Court

For

Anne Arundel County

No. 15,634 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 25 PM 3:03

All of which is respectfully submitted.

September 25, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 11th day of Oct, 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 OCT 11 AM 9:14

17

Dr. ALBIN, INC. VS. APHARY W. INSLEY and VIRGINIA E. INSLEY

In Acct. with VERNON G. FRAME, Trustee

					Cr.	
1963						
July	24	Proceeds of Sale	5,000	00	5,000	00
					5,000	00
		To Trustee for fee, viz:	50	00		
		To Trustee for commissions, viz:	180	00	230	00
		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	84	00		
		Capital-Gazette Press - Ordernisi, sale	15	00		
		Robert H. Campbell - auctioneer's fee	50	00		
		Glenns Falls Ins. Co. - bond premium	26	40		
		Florence J. Frame - notary fees	1	50	176	90
		To Albin, Inc. this balance on account of				
		Mortgage claim filed	4,532	60	4,532	60
					5,000	00
		Amount of Mortgage claim filed	6,536	81		
		Interest on principal balance of $6345.94 from 5/21/63 to 10/11/63 - 143 days @ 6%	149	26		
			6,686	07		
		Cr. - amount allowed above	4,532	60		
		Balance subject to Decree in Personam	2,153	47		

BOOK 149 PAGE 447

In the Matter of the Mortgaged	: No.	15,722 Equity
Real Estate of George R.	:	In the Circuit Court
Bowman, Sr. and Jeanette V.	:	for
Bowman, his wife	:	Anne Arundel County
	:	

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in mortgage

FILED

1963 JUL 15 AM 11:06

No. 15722

LIBER 1236 PAGE 288

BOOK 149 PAGE 448

Purchase Money This Mortgage,

made this 18th day of September in the year one thousand nine hundred and fifty-eight, between George R. Bowman, Sr. and Jeanette V. Bowman, his wife of Anne Arundel Co., in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

THIRTY-NINE HUNDRED----------($3900.00)

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 FORTY-FOUR----------($44.00)-------- Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

KNOWN AND DESIGNATED as Lots Nos. 14, 15, 16, and 49, 50, 51, Section 70, as shown on a Plat of Green Haven, and recorded among the Plat Records of Anne Arundel County in Plat Book 15, folio 7.

BEING the same property conveyed to the within-named Mortgagors by Cecil L. Ackerman and Louella E. Ackerman, his wife by deed of even date herewith, intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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1963 JUL 15 AM 11:07

2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Norwood A. Wieneke

NORWOOD A. WIENEKE

George R. Bowman, Sr. (SEAL)
George R. Bowman, Sr.

Jeanette V. Bowman (SEAL)
Jeanette V. Bowman

(SEAL)

5

BOOK 149 PAGE 451 LIBER 1236 PAGE 291

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 18th day of September, in the year one thousand, nine hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George R. Bowman, Sr. and Jeanette V. Bowman, 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.

95¢

Norwood A. Wieneke

NORWOOD A. WIENEKE
NOTARY PUBLIC

My Commission expires 5/4/59

Rec'd for record Sept 19 1958 at 2.05 P.M.
Mailed to Wm. W. Townshend, Jr.

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

MORTGAGE

FROM

George R. Bowman, Sr.
and
Jeanette V. Bowman, his wife

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

95¢

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 .....

..... SEP 19 1958 2:05 ..... Clerk.

Cost of Record $ .....

1236 291
CLERK

BOOK 149 PAGE 452 No. 15,722

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 8th day of July ,
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 George R. Bowman, Sr. and Jeanette V. Bowman, his wife

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

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 8th day of July , 1963 .

DOROTHY P. McNEW NOTARY PUBLIC ANNE ARUNDEL CO. MD. Notarial Seal

Dorothy P. McNew
Dorothy P. McNew Notary Public

My Commission will expire on:

May 3rd, 1965

Filed,

FILED
1963 JUL 15 AM 11:07

6

No. 15,722

BOOK 149 PAGE 453

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 George R. Bowman, Sr. and Jeanette V. Bowman, his wife, dated September 18th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1236, Folio 288, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

MONDAY, AUGUST 5th, 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,

KNOWN AND DESIGNATED as Lots Nos. 14, 15, 16, 49, 50 and 51, Section 70, as shown on a Plat of Green Haven, and recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 7.

BEING the same property conveyed unto George R. Bowman, Sr. and Jeanette V. Bowman, his wife, by Cecil L. Ackerman and Louella E. Ackerman, his wife, by Deed dated September 18, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1236, Folio 286.

The above property consists of a one story, frame dwelling with modern conveniences.

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

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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 - July 11th, 18th, 25th and August 1st, 1963

Please send twenty-five handbills

BOOK 149 PAGE 455

In the Matter of the Mortgaged	: No. 15,722	Equity
Real Estate of George R.	: In the Circuit Court	
Bowman, Sr. and Jeanette V.	: for	
Bowman, his wife	: Anne Arundel County	
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from George R. Bowman, Sr. and Jeanette V. Bowman, his wife, to Loyola Federal Savings and Loan Association (formerly United Federal) dated September 18th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1236, Folio 288.		$3,900.00
Less total amount paid on account of principal.	$1,419.08	
Less Credit Expense Account	56.94	
	$1,476.02	1,476.02
		$2,423.98
Plus interest to July 31, 1963.		62.00
Amount of mortgage indebtedness		$2,485.98

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 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 JUL 15 AM 11:07

9

The Pennsylvania Insurance Company

A STOCK COMPANY

#15,722
Equity

BOOK 12 PAGE 139

BOND NO. 47 52 47

BOOK 149 PAGE 456

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 THREE THOUSAND FIVE HUNDRED & NO/100 ($3,500.00) - 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 30th day of July, 1963.

WHEREAS, By virtue of a power of sale contained in a Mortgage from George R. Bowman Sr. and Jeanette V. Bowman, his wife, to the Loyola Federal Savings and Loan Association, bearing date on or about the 13th day of September, 1958, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1236, Folio 288, 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. McHew

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

Rosalie Faris

THE PENNSYLVANIA INSURANCE COMPANY

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

Bond approved this 1st day of August, 1963

Louis N. Phipps, Clerk.

FILED

1963 AUG -1 AM 11:21

10

Form 24 S831

8-61

#15,122

ROBERT H. CAMPBELL - BOOK 149 PAGE 457 - 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 George R. Bowman, Sr. and Jeanette V. Bowman, his wife, dated September 18th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1236, Folio 288, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

MONDAY, AUGUST 5th, 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,

KNOWN AND DESIGNATED as Lots Nos. 14, 15, 16, 49, 50 and 51, Section 70, as shown on a Plat of Green Haven, and recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 7.

BEING the same property conveyed unto George R. Bowman, Sr. and Jeanette V. Bowman, his wife, by Cecil L. Ackerman and Louella E. Ackerman, his wife, by Deed dated September 18, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1236, Folio 286.

The above property consists of a one story, frame dwelling with modern conveniences.

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

For further particulars, apply to:

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

1963 AUG 5 PM 9:33

BOOK 149 PAGE 458

Annapolis, Maryland
August 5th, 1963

I hereby certify that I have this fifth day of August 1963, sold the property described on the reverse hereof unto **PAUL SOJKA**

at and for the sum of **THREE THOUSAND TWO HUNDRED FIFTY DOLLARS ($3,250.00)**

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

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this fifth day of August, 1963, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of **THREE THOUSAND TWO HUNDRED FIFTY DOLLARS ($3,250.00)**
and I/we hereby agree to comply with the terms of sale.

Paul Sojka
Paul Sojka

FILED
1963 AUG -9 AM 9:33

WILLIAM W. TOWNSHEND, JR.,
ney
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 George R. Bowman, Sr. and Jeanette V. Bowman, his wife, dated September 13th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1236, Folio 288, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

MONDAY, AUGUST 5th, 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,

KNOWN AND DESIGNATED as Lots Nos. 14, 15, 16, 49, 50 and 51, Section 70, as shown on a Plat of Green Haven, and recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 7.

BEING the same property conveyed unto George R. Bowman, Sr. and Jeanette V. Bowman, his wife, by Cecil L. Ackerman and Louella E. Ackerman, his wife, by Deed dated September 18, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1236, Folio 286.

The above property consists of No. a one story, frame dwelling with modern conveniences.

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

For further particulars, apply to:
WILLIAM W. TOWNSHEND, JR.,
Attorney
Towns-Worth Building
South Street
Annapolis, Maryland
ROBERT H. CAMPBELL,
Auctioneer

A-1

OFFICE OF 15,722

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 459

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 3, 1963

We hereby certify, that the annexed

Attorney's Sale

George R. Bowman, Sr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of August, 1963. The first insertion being made the 11th day of July, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 AUG 5 PM 3:42

By B. Leighton

BOOK 149 PAGE 460

In the Matter of the Mortgaged Real Estate of George R. Bowman, Sr. and Jeanette V. Bowman, his wife	: No. 15,722 Equity : In the Circuit Court : for : Anne Arundel County :	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify that on this 5th day of August, 1963, before the subscriber, a Notary Public of the State of Maryland, Anne Arundel County, ~~xxxxxxx~~ personally appeared **Paul Sojka** the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) **he was** not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) **he had** not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

William W. Townshend, Jr.

Paul Sojka (SEAL)
Paul Sojka

(SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

FILED

1963 AUG -9 AM 9:33

14

BOOK 149 PAGE 461

In the Matter of the	:	No. 15,722	Equity
Mortgaged Real Estate of	:	In the Circuit Court	
George R. Bowman, Sr. and	:	for	
Jeanette V. Bowman, his wife	:	Anne Arundel County	
	:		

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from George R. Bowman, Sr. and Jeanette V. Bowman, his wife, dated September 18th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1236, Folio 288, 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, August 5th, 1963, at 11:00 o'clock A.M., and then and there sold the said property to Paul Sojka at and for the sum of THREE THOUSAND TWO HUNDRED FIFTY DOLLARS ($3,250.00), being at that figure the highest bidder therefor, said property described as follows:

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

KNOWN AND DESIGNATED as Lots Nos. 14, 15, 16, 49, 50 and 51, Section 70, as shown on a Plat of Green Haven, and recorded among the Land Records of Anne Arundel County in Plat Book 15,

FILED
1963 AUG -9 AM 9:32

5

Folio 7.

BEING the same property conveyed unto George R. Bowman, Sr. and Jeanette V. Bowman, his wife, by Cecil L. Ackerman and Louella E. Ackerman, his wife, by Deed dated September 18, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1236, Folio 286.

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 5th day of August 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

16

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GEORGE R. BOWMAN, SR. AND JEANETTE V. BOWMAN, HIS WIFE

XXXXXXX

BOOK 149 PAGE 463

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,722 Equity

Ordered, this 9th day of August, 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 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 $ 3,250.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Wm. W. Townshend, Jr., Atty. FOR: MARYLAND GAZETTE Aug. 15th Edition
(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GEORGE R. BOWMAN, SR. AND JEANETTE V. BOWMAN, HIS WIFE

XXXXXXX

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th 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. Bowie Duckett
JUDGE.

FILED

1963 SEP 17 PM 2:28

Order Nisi

IN
THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 15,722 Equity

In the Matter of the Mortgaged Real Estate of

GEORGE R. BOWMAN, SR.
AND
JEANETTE V. BOWMAN,
HIS WIFE

Ordered, this 9th day of August, 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 16th day of September 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 16th day of September next.

The report states that the amount of sale was $3,250.00.

LOUIS N. PHIPPS,
CLERK

True Copy
TEST:
LOUIS N. PHIPPS,
CLERK

OFFIC OF

Maryland Gazette

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

BOOK 149 PAGE 464

CERTIFICATE OF PUBLICATION

Annapolis, Md., *September 6* 19*63*

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,722
George R. Bowman, Sr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for *4* successive weeks before the *16th* day of *September*, 19*63*. The first insertion being made the *15th* day of *August*, 19*63*.

THE CAPITAL-GAZETTE PRESS, INC.

By *H. Tilghman*

FILED
1963 SEP -9 AM 11:59

No. M. G. *7164*

18

In the Case of

BOOK 149 PAGE 465

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GEORGE R. BOWMAN, SR. and JEANETTE V. BOWMAN, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,722 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 OCT 23 AM 10:46

All of which is respectfully submitted.

October 23, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 8th day of November, 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: L. Murphy, deputy

FILED

1963 NOV -8 PM 4:30

19

20

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GEORGE R. BOWMAN, SR. and JEANETTE V. BOWMAN, his wife,

BOOK 149 PAGE 466

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

					Cr.	
1963						
Aug.	5	Proceeds of Sale	3,250	00		
		Interest on deferred payment of $2,500.00				
		from 8/5/63 to 10/17/63	30	66	3,280	66
		Refund 1963 County and State taxes from				
		8/5/63 to 12/31/63 (96.39)	39	96	39	96
					3,320	62
		To Attorney for fee, viz:	100	00		
		To Attorney for Commissions, viz:	128	42	228	42
		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	71	76		
		Capital Gazette Press - Order nisi, sale	15	00		
		Speer Publications - handbills	17	00		
		Robert H. Campbell - auctioneer's fee	45	00		
		Pennsylvania Ins. Co. - bond premium	14	00		
		One-half cost documentary stamps	5	78		
		Dorothy P. McNew - notary fees	1	50	170	04

	To Loyola Federal Savings & Loan Assn.				
	Mortgage claim filed in full	2,485	98		
	Interest on principal balance of $2,423.98				
	from 7/31/63 to 11/8/63 - 100 days @ 6%	39	85	2,525	83
	To State Mortgage Company, Agent for				
	William Winer and Harriet Winer, Trustees,				
	this balance on account of claim filed	327	08	327	08
				3,320	62

BOOK 149 PAGE 468

In the Matter of the	:	No. 15,804 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

FILED

1963 AUG 19 AM 11:53

4198

No. 15,804 Equity

BOOK 1276 PAGE 431

Purchase money

This Mortgage,

BOOK 149 PAGE 469

made this 26th day of February in the year one thousand nine hundred and fifty-nine, between RAYMOND R. KLIMASEWSKI and THELMA D. KLIMASEWSKI, 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 SIX HUNDRED DOLLARS ----------($7,600.00) Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of FIFTY FIVE DOLLARS ----------($55.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month., the first of said monthly payments due April 1, 1959.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

KNOWN AND DESIGNATED as Lots Nos. 21, 22, 23, 24, 25, 26, 27 and 28, in Section 27, as shown on the Plat of Green Haven recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 7, SAVE AND EXCEPTING therefrom, however, those portions of Lots Nos. 21 to 28, inclusive, Block 27, under contract of sale to Mehrl W. Phebus and Charlotte E. Phebus, his wife, dated June 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1114, Folio 276.

BEING the same property conveyed to the within-named Mortgagors by Paul J. Sojka, et al, by deed of even date herewith intended to be recorded among the aforesaid Land Records immediately prior hereto.

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1963 AUG 19 AM 11:54

2

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

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

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

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

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

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

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

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

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

IV. To pay all ground rent, taxes, warer 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

Raymond R. Klimasewski (SEAL)
Raymond R. Klimasewski

Thelma D. Klimasewski (SEAL)
Thelma D. Klimasewski

..... (SEAL)

5

BOOK 1276 PAGE 434

BOOK 149 PAGE 472

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 26th day of February, in the year one thousand, nine hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared. Raymond R. Klimasewski and Thelma D. Klimasewski, 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

11.00 Pauline M. Bozman
NOTARY PUBLIC

My Commission expires 5/4/59

Rec'd for record Feb. 27, 1959, at 3:47 P.M.
Mailed to Wm. W. Townshend, Jr.

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

2

Purchase money
MORTGAGE
FROM
Raymond R. Klimasewski and
Thelma D. Klimasewski, his wife
TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

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

BOOK 149 PAGE 473

In the Matter of the	*	No. 15,804 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 dated February 26, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1276 Folio 431.	$ 7,600.00
Total Amount paid on Account of Principal	905.24
Balance of Principal	$ 6,694.76
Interest thereon as of September 4, 1963	205.36
Total amount of indebtedness due	$ 6,900.12

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of August, 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 for the Petitioner, Loyola Federal Savings and Loan Association, a body corporate of the State of Maryland, and acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial Seal.

Eleanor M. Dollar

Eleanor M. Dollar, Notary Public

FILED

1963 AUG 19 AM 11:54

6

In the Matter of t' Mortgaged Real Estate of Ray..nd R. Klimaszewski and Thelma D. Klimaszewski, his wife.

No. 15,804 Equity

BOOK 149 PAGE 474

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this day of August ,

1963 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr.,

Attorney named in Mortgage

~~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.)

Raymond R. Klimaszewski and Thelma D. Klimaszewski

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 19th day of August , 1963 .

Notarial Seal

Eleanor M. Dollar

Notary Public.

My Commission will expire on: May 3, 1965

Filed,

FILED

1963 AUG 19 AM 11:54

7

BOOK 149 PAGE 475 No. 15,504 Equity

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

ANNAPOLIS, MARYLAND

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

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Raymond R. Klimaszewski and Thelma D. Klimaszewski, his wife (inadvertently spelled Klimasewski in aforesaid mortgage), dated February 26th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1276, Folio 431, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

MONDAY, SEPTEMBER 9th, 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,

KNOWN AND DESIGNATED as Lots Nos. 21, 22, 23, 24, 25, 26, 27 and 28, in Section 27, as shown on the Plat of Green Haven recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 7. SAVE AND EXCEPTING therefrom, however, those portions of Lots Nos. 21 to 28, inclusive, Block 27, under contract of sale to Mehrl W. Phebus and Charlotte E. Phebus, his wife, dated June 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1114, Folio 276.

BEING the same property conveyed unto Raymond R. Klimaszewski and wife by Paul J. Sojka, et al, by deed dated February 26th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1276, Folio 429.

The above property consists of a one story, brick dwelling with modern conveniences.

FILED

1963 AUG 19 AM 11:54

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

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

- -

The Maryland Gazette - August 15th, 22nd, 29th and September 5th, 1963

Please send twenty-five handbills.

The Pennsylvania Insurance Company

A STOCK COMPANY

BOOK 12 PAGE 156

15,804 Equity

BOND NO. 47 52 49 BOOK 149 PAGE 477

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 SIX HUNDRED AND NO/100 ($7,600.00) - 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 26th day of August, 1963.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Raymond R. Klimaszewski and Thelma D. Klimaszewski, his wife (inadvertently spelled Klimasewski in aforesaid mortgage), to the Loyola Federal Savings and Loan Association, bearing date on or about the 26th day of February, 1959, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1276, Folio 431, the said William W. Townshend, Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortga e, in case default should occur in the principal debt secured by said Mortga e, 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 ABO E 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.

FILED
1963 SEP -3 AM 11.13

WITNESS AS TO PRINCIPAL:

Dorothy A McNew

William W. Townshend (SEAL)
William W. Townshend, Jr.

Witness as to Surety:

THE PENNSYLVANIA INSURANCE COMPANY

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

Bond approved this 3rd day of Sept, 1963
Louis N. Phipps, Clerk

Form 24 S83

8-61

W. W. TOWNSHEND, JR.
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 (inadvertently spelled Klimasewski in aforesaid mortgage), dated February 26th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1276, Folio 431, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

Mon., Sept. 9, 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,

KNOWN AND DESIGNATED as Lots Nos. 21, 22, 23, 24, 25, 26, 27 and 28 in Section 27 as shown on the Plat of Green Haven recorded among the Plat Records of Anne Arundel County in Plat Book 15 Folio 7. SAVE AND EXCEPTING therefrom, however, those portions of Lots Nos. 21 to 28, inclusive, Block 27, under contract of sale to Mehrl W. Phebus and Charlotte E. Phebus, his wife, dated June 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1114, Folio 276.

BEING the same property conveyed unto Raymond R. Klimaszewski and wife by Paul J. Sojka, et al, by deed dated February 26th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1276, Folio 429.

The above property consists of a one story, brick dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $750 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
South Street
Annapolis, Maryland

Robert H. Campbell,
Auctioneer

S - 5

OFFICE No. 15,804 Equity

BOOK 149 PAGE 478

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 6, 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 9th day of September, 1963. The first insertion being made the 15th day of August, 1963.

FILED
1963
SEP -9 AM 11:59

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

BOOK 149 PAGE 479

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 (inadvertently spelled Klimasewski in aforesaid mortgage), dated February 26th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1276, Folio 431, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

MONDAY, SEPTEMBER 9th, 1963

AT 11 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,

KNOWN AND DESIGNATED as Lots Nos. 21, 22, 23, 24, 25, 26, 27 and 28, in Section 27, as shown on the Plat of Green Haven recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 7. SAVE AND EXCEPTING therefrom however, those portions of Lots Nos. 21 to 28, inclusive, Block 27, under contract of sale to Mehrl W. Phebus and Charlotte E. Phebus, his wife, dated June 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1114, Folio 276.

BEING the same property conveyed unto Raymond R. Klimaszewski and wife by Paul J. Sojka, et al, by deed dated February 26th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1276, Folio 429.

The above property consists of a one story, brick 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 SEP 13 AM 10:30

61

BOOK 149 PAGE 480

Annapolis, Maryland
September 9, 1963

I hereby certify that I have this ninth day of September, 1963, sold the property described on the reverse hereof unto LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION at and for the sum of SIX THOUSAND NINE HUNDRED DOLLARS ($6,900.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this ninth day of September 1963, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of SIX THOUSAND NINE HUNDRED DOLLARS ($6,900.00) and I/we hereby agree to comply with the terms of sale.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Wilmer M. Johnson, Vice President

FILED

1963 SEP 13 AM 10:30

13

In the Matter of the	: No.	15,804 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Raymond R. Klimaszewski and	:	for
Thelma D. Klimaszewski,	:	Anne Arundel County
his wife	:	
	:	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify that on this 9th day of September, 1963, before the subscriber, a Notary Public of the State of Maryland, Anne Arundel County, personally appeared, Wilmer M. Johnson, Vice President of Loyola Federal Savings and Loan Association, the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) it was not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) it had not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

William W. Townshend, Jr.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

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

_____ (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

FILED

1963 SEP 13 AM 10:30

In the Matter of the Mortgaged Real Estate of Raymond R. Klimaszewski and Thelma D. Klimaszewski, his wife	:	No. 15,804	Equity
	:	In the Circuit Court	
	:	for	
	:	Anne Arundel County	
	:		

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from Raymond R. Klimaszewski and Thelma D. Klimaszewski, his wife (inadvertently spelled Klimasewski in aforesaid mortgage), dated February 26th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1276, Folio 431, 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, September 9th, 1963, at 11:00 o'clock A.M., and then and there sold the said property to Loyola Federal Savings and Loan Association, a body corporate, at and for the sum of SIX THOUSAND NINE HUNDRED DOLLARS ($6,900.00), being at that figure the highest bidder therefor, said property described as follows:

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

KNOWN AND DESIGNATED as Lots Nos. 21, 22, 23, 24, 25, 26, 27 and 28, in Section 27, as shown on the Plat of Green Haven recorded

FILED
1963 SEP 13 AM 10:30

among the Plat Records of Anne Arundel County in Plat Book 15, Folio 7. SAVE AND EXCEPTING therefrom, however, those portions of Lots Nos. 21 to 28 inclusive, Block 27, under contract of sale to Mehrl W. Phebus and Charlotte E. Phebus, his wife, dated June 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1114, Folio 276.

BEING the same property conveyed unto Raymond R. Klimaszewski and wife by Paul J. Sojka, et al, by deed dated February 26th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1276, Folio 429.

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 9th day of September, 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

ORDER NISI

In the Matter of the Mortgaged Real Estate of Raymond R. Klimaszewski and Thelma D. Klimaszewski, his wife versus

BOOK 149 PAGE 484

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,804 Equity

Ordered, this 13th day of September, 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 21st day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of October next.

The report states that the amount of sale was $6,900.00.

Louis N. Phipps Clerk.

True Copy,

William W. Townshend, Jr. Atty. TEST: Clerk.

For the Maryland Gazette (Sept. 19th Edition)

(Final Order)

In the Matter of the Mortgaged Real Estate of Raymond R. Klimaszewski and Thelma D. Klimaszewski

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd day of October, 1963 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bruce Dunbar

JUDGE.

FILED

1963 OCT 23 PM 12:34

17

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,804 Equity

In the Matter of the Mortgaged Real Estate of
RAYMOND R. KLIMASZEWSKI and THELMA D. KLIMASZEWSKY, his wife

Ordered, this 13th day of September, 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 21st day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of October next.

The report states that the amount of sale was $6,900.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk
O-10

FILED

1963 OCT 11 PM 2:47

No. M. G. 54 25

18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 485

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,804

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 21st day of October, 1963. The first insertion being made the 19th day of September, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of BOOK 149 PAGE 486

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. 15,804 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 OCT 24 AM 11:39

All of which is respectfully submitted.
October 24, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 29 day of November, 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: L. Murphy, deputy

FILED
1963 NOV 12 AM 9:07

19

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF RAYMOND R. KLIMASZEWSKI and THELMA D. KLIMASZEWSKI, his wife,

BOOK 149 PAGE 487

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

					Cr.	
1963						
Sept.	9	Proceeds of Sale	6,900	00	6,900	00
		Refund 1963 County and State taxes				
		9/9/63 to 12/31/63	36	28	36	28
					6,936	28
		To Attorney for fee, viz:	100	00		
		To Attorney for commissions, viz:	237	00	337	00
		To Attorney for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court costs	28	00		
		Auditor - stating this account	22	50	60	50
		To Attorney for expenses, viz:				
		Capital Gazette Press - advertising sale	78	76		
		Capital Gazette Press - Order nisi, sale	15	00		
		Speer Publications - handbills	17	00		
		Robert H. Campbell - auctioneer fee	45	00		
		Pennsylvania Ins. Co. - bond premium	30	40		
		Eleanor M. Dollar - notary fees	1	00		
		Dorothy P. McNew - notary fee		50	187	66
		To Loyola Federal Savings & Loan Assn.				
		this balance on account of claim filed	6,351	12	6,351	12
					6,936	28

		Amount of Mortgage claim filed	6,900	12		
		Interest on principal balance of $6,694.76				
		from 9/4/63 to 11/11/63 - 68 days @ 6%	74	71		
			6,974	83		
		Cr. - amount allowed above	6,351	12		
		Balance subject to Decree in Personam	623	71		

F. 5124 - 403

BOOK 149 PAGE 489

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
BESSIE WILLIAMS, WIDOW	:	ANNE ARUNDEL COUNTY
	:	NO. 15,787 EQUITY

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

Mr. Clerk:

Please docket this case, file the original mortgage, statment of mortgage debt and military affidavit.

John H. Hopkins, IV
Assignee of Mortgage

FILED
1963 AUG -9 PM 2:40

Return to —— No. 15,787 Equity

BUILDING ASSOCIATION MORTGAGE—COUNTY.

BOOK 149 PAGE 490

This Mortgage, Made this 6th day of -March- in the year one thousand nine hundred and twenty-eight-, between Bessie Williams, widow- of -Anne Arundel County-, in the State of Maryland, MORTGAGOR, and the PROGRESSIVE HOMESTEAD AND BUILDING ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, MORTGAGEE.

WHEREAS, the said MORTGAGOR being a member of the said body corporate has received therefrom an advance of -Fourteen Hundred- Dollars, on -Fourteen- shares of stock, being the balance of the purchase money for the hereinafter described and mortgaged property, 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 Bessie Williams

does grant and convey unto the PROGRESSIVE HOMESTEAD AND BUILDING ASSOCIATION OF BALTIMORE CITY, its successors and assigns, all -that- lot of ground situate, lying and being in Third Election District of Anne Arundel County, in said State, and particularly described as follows:

BEGINNING for the same at a stake in the first line of the whole tract distant four hundred sixty-one feet from a stone at the end of said line and running from thence and with said line the reverse thereof north fifty-seven degrees west one hundred seventy-five feet, thence leaving said line and running across the whole lot north thirty-six degrees thirty minutes east four hundred ninety-four feet, thence south fifty-seven degrees east one hundred seventy-five feet; thence south thirty-six degrees thirty minutes west four hundred ninety-four feet to the place of beginning. Containing two acres of land more or less.

BEING the same lot of ground described in a Confirmatory Deed from Thomas H. Jennings and wife to the said Mortgagor of even date herewith intended to be recorded immediately prior hereto.

1963 AUG -9 PM 4:12 FILED

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1963 AUG -9 PM 2:38
& RECORDED IN LIBER LNP NO. 24 FOLIO 405
LOUIS N. PHIPPS, CLERK

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1963 AUG -9 PM 2:38
& RECORDED IN LIBER LNP NO. 24 FOLIO 405
LOUIS N. PHIPPS, CLERK

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1963 AUG -9 PM 2:38
& RECORDED IN LIBER LNP NO. 24 FOLIO 405
LOUIS N. PHIPPS, CLERK

2

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above granted property unto and to the use of the PROGRESSIVE HOMESTEAD AND BUILDING ASSOCIATION OF BALTIMORE CITY, 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 benefit of renewal forever, subject to the payment of the annual rent of dollars the lot above described, in equal instalments on the day of in each and every year

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

AND the said MORTGAGOR for herself, her heirs, executors, administrators and assigns, covenants with the said PROGRESSIVE HOMESTEAD AND BUILDING ASSOCIATION OF BALTIMORE CITY, its successors and assigns, to pay and perform as follows, that is to say: To pay the MORTGAGEE, its successors and assigns, weekly/monthly the sum of twenty/One Dollar on each of said Fourteen shares of stock as dues, until the combined payment of dues shall amount to One Hundred Dollars for each of said Fourteen shares, and also to pay weekly/monthly the sum of twelve/fifty cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of One Hundred Dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said PROGRESSIVE HOMESTEAD AND BUILDING ASSOCIATION OF BALTIMORE CITY which are made a part hereof, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rents, water rent and taxes and all other public dues, charges, rents and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues, charges and the ground rent and insurance upon said property, with the understanding that should said sum in any year during the continuance of this Mortgage be insufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance upon said property, that the said MORTGAGOR will on demand pay the difference to the said MORTGAGEE, but should the sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then the said excess shall be credited by the said MORTGAGEE, on the first interest and principal due on said mortgage debt; also to pay all fines that may be imposed on her by the said MORTGAGEE in accordance with its Articles of Incorporation, Constitution and By-Laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE, in some company acceptable to the said MORTGAGEE to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

AND in the event of the transfer or change of ownership of the said property hereby mortgaged, without the written consent of the said MORTGAGEE, its successors and assigns, the whole mortgage debt intended hereby to be secured shall become due and demandable and shall be in default and this Mortgage may be foreclosed as hereinafter provided.

AND it is agreed, that until default is made the said MORTGAGOR may retain possession of the mortgaged property.

AND it shall be lawful for the said Progressive Homestead and Building Association of Baltimore City,- - - - - - - its successors and assigns, or Thos. Burling Hull, its Attorney or Agent, at any time after default in any of the conditions of this Mortgage shall have continued for ~~FOUR weeks~~ two months, 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 Arundelo- - - County, and such other notice as by the said MORTGAGEE, its successors and assigns, may be deemed expedient; and in the event of 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 twenty-five 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 MORTGAGOR her- - - personal representatives or assigns, or to whoever may be entitled to the same.

AND the said MORTGAGOR for herself, her heirs, personal representatives and assigns, do~~es~~ 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 decree of the Circuit Court for Anne Arund'el County, in Equity, which said expenses, costs and commission the said MORTGAGOR for sel, h heirs, personal representatives and assigns does hereby covenant and agree to pay; and the said MORTGAGEE, its successors and assigns, or Thos. Burling Hull, their Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

WITNESS the hand and seal of the said MORTGAGOR.

TEST:

E W Stull

Bessie Williams (SEAL.)

(SEAL.)

(SEAL.)

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FOR VALUE RECEIVED, the MARYLAND LAND AND DEVELOPMENT CORPORATION does hereby assign the within mortgage unto Beatrice Hudson Wallace, her personal representatives and assigns.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by Theodore Bachmann, its President, and its corporate seal to be hereto affixed by August T. Heying, its Secretary, this 31 day of Jan. , 1957.

(2) BOOK 149 PAGE 493

Test: 120244

MARYLAND LAND AND DEVELOPMENT CORPORATION

August T. Heying, Secretary

By: Theodore Bachmann
Theodore Bachmann - President

STATE OF MARYLAND, Baltimore City, TO WIT: BOOK 149 PAGE 494

I HEREBY CERTIFY, that on this 6th day of March, 1928, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Bessie Williams, widow, the MORTGAGOR named in the aforegoing Mortgage, and she acknowledged the foregoing Mortgage to be her act. At the same time also appeared Thomas Burling Hull, Agent of said MORTGAGEE, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth, and that he is the agent of said MORTGAGEE for the purpose of making this affidavit.

AS WITNESS my hand and Notarial Seal.

E. N. Stoll
Notary Public.

NOTARY PUBLIC BALTIMORE CO.

(3)

FOR VALUE RECEIVED, Beatrice Hudson Wallace, does hereby assign the within Mortgage to John H. Hopkins, IV, for the purpose of foreclosure.

WITNESS my hand and seal this 8th day of August, 1963.

WITNESS:
J. Hunt Hopkins IV 120244

Beatrice Hudson Wallace
Beatrice Hudson Wallace

PROGRESSIVE HOMESTEAD AND BUILDING ASSOCIATION OF BALTIMORE CITY

(2)

MORTGAGE

FROM

Bessie Williams, widow

TO

PROGRESSIVE HOMESTEAD AND BUILDING ASSOCIATION OF BALTIMORE CITY.

Received for Record March 1928, at 9 o'clock A. M. Same day recorded in Liber J.S.C. No. 24, Folio 403, &c., one of the Land Records of Anne Arundel County and examined per

FRANK S. REVELL, Clerk.

Cost of Record, $4.00 paid

THOMAS BURLING HULL
ATTORNEY AT LAW
BALTIMORE, MD.

The Daily Record Co. Print, Balto., Md.

(1)

FOR VALUE RECEIVED, the Progressive Homestead and Building Association of Baltimore City does hereby ASSIGN the within mortgage unto the MARYLAND LAND AND DEVELOPMENT CORPORATION, its successors and assigns.

IN WITNESS WHEREOF, the said Association has caused these presents to be signed by James D. Hull, its President, and its corporate seal to be hereto affixed, this 27 day of June,,1945.

Witness:
Lena Neuberger 120244
LENA NEUBERGER

PROGRESSIVE HOMESTEAD AND BUILDING ASSOCIATION OF BALTIMORE CITY

By James D. Hull
James D. Hull - President

PROGRESSIVE HOMESTEAD AND BUILDING ASSOCIATION OF BALTIMORE CITY

5.A

BOOK 149 PAGE 495

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
BESSIE WILLIAMS, WIDOW,	:	ANNE ARUNDEL COUNTY
	:	NO. EQUITY

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Beatrice Hudson Wallace, under mortgage from Bessie Williams, widow, dated March 6, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 24, folio 403; said mortgage being in default.

Balance due on principal and interest to May 1, 1963. $ 3,550.09

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 8th day of August, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Beatrice Hudson Wallace, and made oath in due form of law that the aforegoing is a true statement of her mortgage claim described herein, and that she has not received any security of any satisfaction therefor other than the Mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

May 3, 1965

FILED

1963 AUG -9 PM 2:40

BOOK 149 PAGE 496

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
BESSIE WILLIAMS, WIDOW	:	ANNE ARUNDEL COUNTY
	:	NO. 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 Beatric Hudson Wallace, and made oath in due form of law that she knows the Defendant herein, and that to the best of her knowledge, information and belief:

1. Said Defendant is not in the Military Service of the United States.

2. Said Defendant is not in the Military Service of any nation allied with the United States.

3. Said Defendant has not been ordered to report for unduction under the Selective Training and Service Act of 1940 as amended.

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

/s/ Beatrice Hudson Wallace
Beatrice Hudson Wallace, Affiant

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

/s/ John H. Hopkins 5
John H. Hopkins, IV, Notary Public

JOHN H. HOPKINS NOTARY PUBLIC ANNE ARUNDEL CO., MD.

FILED
1963 AUG -9 PM 2:40

7

GLOBE INDEMNITY COMPANY

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

BOOK 12 PAGE 162

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

BOOK 149 PAGE 497

Bond No. 424758

Equity #15,787

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John H. Hopkins, IV 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 and 00/100 Dollars ($4,000.00) - - - - - - - - - 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 5th day of September, 19 63.

WHEREAS by virtue of a power of sale contained in a Mortgage from Bessie Williams - - - - - - - - to Progressive Homestead and Building Association of Baltimore City, bearing date on or about the 6th day of March, 19 28, the said John H. Hopkins, IV 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 John H. Hopkins, IV 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.

John H. Hopkins, IV (SEAL)
PRINCIPAL

WITNESS:

Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

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

Bond approved this 6th day of September, 1963

Louis N. Phipps, Clerk

FILED SURETY

1963 SEP 6 AM 8:26

PURCHASER'S AGREEMENT

I hereby certify that I have this 6th day of September, 1963, purchased the property mentioned in these proceedings from John H. Hopkins, IV, Assignee, for the sum of Two Thousand ———— Dollars, and I hereby agree to comply with the terms of sale.

WITNESS my hand and seal

TEST:

M. Finkelstein — M. Finketstein

Beatrice Hudson Wallace — Beatrice Hudson Wallace, Purchaser

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 6th day of September, 1963, sold the property mentioned in these proceedings to Beatrice Hudson Wallace for the sum of Two Thousand ———— Dollars, she being at that price the highest bidder therefor.

WITNESS my hand and seal.

TEST:

M. Finkelstein — M. Finketstein

G. W. Scible — George W. Scible, Auctioneer

FILED

1963 SEP -6 PM 3:20

9

GEORGE W. SCIBLE - AUCTIONEER

ASSIGNEE'S SALE

-OF VALUABLE-

IMPROVED REAL ESTATE

EARLEIGH HEIGHTS ROAD, NEAR RITCHIE HIGHWAY

By virtue of the power of sale contained in a Mortgage dated March 6, 1928, from Bessie Williams, widow, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 24, folio 403, said Mortgage being in default, I will offer at public sale at the Court House door in the City of Annapolis, Maryland, on

FRIDAY, SEPTEMBER 6, 1963

AT 11 O'CLOCK, A.M.

the following property:

ALL that lot of land containing two (2) acres, more or less, as particularly described in the aforesaid Mortgage and

BEING the same property conveyed to Bessie Williams, widow, by Thomas H. Jennings and wife, by deed dated May 8, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 78, folio 469. See also Confirmatory Deed dated March 6, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 24, folio 402.

IMPROVED by an eight room frame dwelling in fair condition.

TERMS OF SALE: A deposit of ONE THOUSAND DOLLARS ($1,000.00) will be required of the purchaser on the day of sale, balance of purchase money including interest at the rate of six percent (6%) per annum, to be paid in cash on ratification of sale.

TAXES, insurance and other public charges to be adjusted to the day of sale. Cost of documentary stamps to be borne by the purchaser.

FOR further particulars, inquire of the undersigned.

John H. Hopkins, IV
Assignee of Mortgage
15 School Street
Annapolis, Maryland
Tel. Colonial 3-3551

01

BOOK 149 PAGE 500

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
BESSIE WILLIAMS, WIDOW	:	ANNE ARUNDEL COUNTY
	:	NO. 15,787 EQUITY

: :

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

BEATRICE HUDSON WALLACE, being first duly sworn and on oath deposes and says that she was the purchaser herein at the sale on Friday, September 6, 1963, of all that lot of land and improvements containing two acres, more or less, as particularly described in a certain mortgage dated May 6, 1928, from Bessie Williams, widow, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 24, folio 403, and that as purchaser she was not acting as agent for anyone but was acting for herself and that no other persons are interested in the aforesaid purchase; that at no time did she directly or indirectly discourage anyone from bidding for the said property and that she believes the sale to have been fairly and properly made.

Beatrice Hudson Wallace
Beatrice Hudson Wallace

SUBSCRIBED and SWORN to before me this 6th day of September, 1963.

John H. Hopkins, IV, Notary Public

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1963 SEP -6 PM 3:21

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
BESSIE,WILLIAMS, WIDOW	:	ANNE ARUNDEL COUNTY
	:	No. 15,787 EQUITY

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

REPORT OF SALE

OF

MORTGAGED REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of John H. Hopkins, IV, Assignee, respectfully shows:

1. That whereas by virtue of a power of sale contained in a Mortgage dated May 6, 1928, from Bessie Williams, widow, and filed in No. 15,787 Equity, in the Circuit Court for Anne Arundel County, said Mortgage being in default, the said John H. Hopkins, IV, Assignee, in pursuance of the power and authority vested in him by said Mortgage, having given bond as security for the faithful performance of his trust, 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 three (3) successive weeks before the day of sale, and having complied with all the other prerequisites mentioned in said Mortgage and as required by law, did by virtue of said power of sale and pursuant to said notice attend at the Court House door in the City of Annapolis, Maryland, on Friday, September 6, 1963, at eleven o'clock A.M., and did then and there proceed to sell said property in the manner following, that is to say:

The said Assignee offered at public sale to the highest bidder the property mentioned in said Mortgage, and being more particularly described as follows:

BEING all that tract of land situate in the Third Election District of Anne Arundel County and more particularly described as follows:

BEGINNING for the same at a stake in the first line of the whole tract distant 461 feet from a stone at the end of said line and running from

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1963 SEP -6 PM 3:20

12

thence and with said line the reverse thereof North 57° West 175 feet; thence leaving said line and running across the whole lot North 36° 30' East 494 feet; thence South 57° East 175 feet; thence South 36° 30' West 494 feet to the place of beginning. Containing two (2) acres of land, more or less. Being the same property which was conveyed to Bessie Williams, widow, by Thomas H. Jennings and wife, by deed dated May 8, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 78, folio 469. See also Confirmatory Deed dated March 6, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 24, folio 402.

And the said Assignee sold the above described property to Beatrice Hudson Wallace, for the sum of Two Thousand Dollars ($2,000.00), she being at that price the highest bidder therefor, and said purchaser has complied with the terms of sale.

Respectfully submitted,

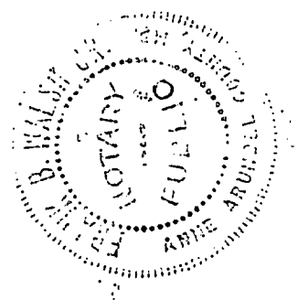
John H. Hopkins, IV, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 6th day of September, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John H. Hopkins, IV, Assignee, and made oath in due form of law that the matters and things set forth therein 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.

Frank B. Walsh, Jr. Notary Public



13

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF BESSIE WILLIAMS, Widow

BOOK 149 PAGE 503

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,787 Equity

Ordered, this 6th day of September, 1963, That the sale of the property in these proceedings mentioned made and reported by John H. Hopkins, IV, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of October next.

The report states that the amount of sale was $ 2,000.00

Louis J. Phipps Clerk.

True Copy,

TEST: Clerk.

John H. Hopkins, IV., atty. Maryland Gazette (for Sept. 12 edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF BESSIE WILLIAMS, Widow

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of October, 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 OCT 15 PM 3:27

14

No. 15,787 Eq

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 504

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 6, 1963

We hereby certify, that the annexed

Assignee's Sale

Bessie Williams

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of September, 1963. The first insertion being made the 15th day of August, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1963
SEP -9 AM 11:58

Assignee's Sale

—Of Valuable— Improved Real Estate

EARLEIGH HEIGHTS ROAD, NEAR RITCHIE HIGHWAY

By virtue of the power of sale contained in a Mortgage, dated March 6, 1928, from Bessie Williams, widow, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 24, folio 403, said Mortgage being in default, I will offer at public sale at the Court House door in the City of Annapolis, Maryland, on

Fri., Sept. 6, 1963
At 11 O'Clock A.M.

the following property:

ALL that lot of land containing two (2) acres, more or less, as particularly described in the aforesaid Mortgage and

BEING the same property conveyed to Bessie Williams, widow, by Thomas H. Jennings and wife, by deed dated May 8, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 78, folio 469. See also Confirmatory Deed dated March 6, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 24, folio 402.

IMPROVED by an eight room frame dwelling in fair condition.

TERMS OF SALE: A deposit of ONE THOUSAND DOLLARS ($1,000.00) will be required of the purchaser on the day of sale, balance of purchase money including interest at the rate of six percent (6 per cent) per annum, to be paid in cash on ratification of sale.

N TAXES, insurance and other public charges to be adjusted to the day of sale. Cost of documentary stamps to be borne by the purchaser.

15

FOR further particulars, inquire of the undersigned.

JOHN H. HOPKINS, IV
Assignee of Mortgage
15 School Street
Annapolis, Maryland
Tel. Colonial 3-3551

GEORGE W. SCIBLE,
Auctioneer. S-5

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,787 Equity

In the Matter of the Mortgaged Real Estate of
BESSIE WILLIAMS, Widow

Ordered, this 6th day of September, 1963. That the sale of the property in these proceedings mentioned made and reported by John H. Hopkins, IV, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of October next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of October next.

The report states that the amount of sale was $2,000.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

0-3

FILED

1963 OCT -9 PM 12:23

No. M.G. 72 25

16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 505

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 7, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,787

Bessie Williams

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of October, 1963. The first insertion being made the 12th day of September, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 149 PAGE 506

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF BESSIE WILLIAMS, Widow

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,787 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 OCT 28 AM 11:54

All of which is respectfully submitted.

13 & 8

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 13th day of November, 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: L. Murphy, deputy

FILED

1963 NOV 13 AM 9:34

17

Dr. Mortgaged Real Estate of Bessie Williams, widow

BOOK 149 PAGE 507

In Acct. with John H. Hopkins, IV, Assignee

			Cr.
By	Amount of Sale, as per Assignee's Report of Sale filed	2,000 00	
By	Interest, 6%, on deferred payment $1,000.00 from 9/6/63 to 10/16/63	6 66	
			2,006 66
To	Assignee, for fee, viz:	25 00	
To	Assignee, for commissions	93 00	
		118 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. and Nisi - Sale	81 52	
	Globe Indemnity Company - bond	16 00	
	George W. Scible - auctioneer's fee	20 00	
	Clerk, recording short assignment of Mortgage	3 00	
		120 52	
To	Beatrice Hudson Wallace, Mortgagee, on account of Mortgage claim	1,707 64	
			2,006 66
	Balance due on Mortgage as per claim filed	3,550 09	
	Interest, 6%, from 5/1/63 to 11/10/63	11 83	
		3,561 92	
	Credit amount allowed above	1,707 64	
	This amount subject to decree in personam	1,854 28	

E-116—1M—3-62.

PETITION FOR SALE OF PROPERTY

BOOK 149 PAGE 508

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

Vs.

JOHN A. EMMERT and
BARBARA O. EMMERT, his wife
S/E cor. Welch & Puddington Drives
~~Edgewater, Anne Arundel County, Md.~~
Defendants

Docket 21 Folio 180
Case No. 15,777 Equity
Filed

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY, IN EQUITY~~
ANNE ARUNDEL COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 14th day of April A.D. 1959 the defendants Executed and delivered to Weaver Brcs. Inc. of Maryland, a body corporate of the State of Maryland, a mortgage upon certain fee simple property in ~~Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $13,000.00 and interest as therein mentioned, ~~wherein~~ which mortgage was short assigned on the same day unto Metropolitan Life Insurance Company, 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.

AND WHEREAS, a default has occurred in the payment of principal and interest, as provided in said mortgage.

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

And as in duty, &c.

John J. Neubauer, Sr., Attorney for Plaintiff
Keyser Building
Baltimore 2, Md.
Le 9 - 3212 ~~Attorneys for Plaintiff~~

FILED

1963 AUG -5 AM 11:02

REVIEWED BY LAW DIVISION
MORTGAGE INVESTMENTS

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

BOOK 1289 PAGE 249 BOOK 149 PAGE 509

No. 15,777 Equity

MORTGAGE

THIS MORTGAGE, Made this 14th day of April, A. D. 19 59, by and between JOHN A. EMMERT and BARBARA O. EMMERT, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and WEAVER BROS., INC. OF MARYLAND

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

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee,~~* is justly indebted to the Mortgagee for borrowed money in the principal sum of THIRTEEN THOUSAND DOLLARS - - - - - - - - - - - - - - Dollars ($ 13,000.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and one-quarter per centum (5¼ %) per annum on the unpaid principal until paid, principal and interest being payable at the office of Weaver Bros., Inc. of Maryland, in the City of Baltimore Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Seventy-One and 89/100 - Dollars ($ 71.89), commencing on the first day of May, 19 59, 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 April, 19 89. 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

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

BEING known and designated as Lot No. 52 as shown on the plat of Stewart Level, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 26, Folio 25.

BEING the same property conveyed by Louis S. Zang and Daisy M. Zang, his wife, to John A. Emmert and Barbara O. Emmert, his wife, by Deed dated April 14, 1959 and recorded among the Land Records of Anne Arundel County prior hereto.

METROPOLITAN LIFE INSURANCE COMPANY, Assignee
Plaintiff
vs.
JOHN A. EMMERT and
BARBARA O. EMMERT, his wife
Defendants

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY

PETITIONER'S EXHIBIT #1

A 145 078

FILED
1959 AUG -5 AM 11:02

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

STAMPS ON DEED RECORDED 4-17-59 GTC. 1289 FOLIO 13

2

BOOK 1289 PAGE 250
BOOK 149 PAGE 510

For Value Received, and without recourse, Weaver Bros., Inc. of Maryland hereby assigns the within and aforegoing mortgage and the mortgage debt secured thereby unto Metropolitan Life Insurance Company, its successors and assigns.

As witness the signature of said body corporate, Assignor, by the hand of Roy E. Paddock, its Vice President, and its corporate seal hereto affixed this 14th day of April, 1959.

WITNESS:

WEAVER BROS., INC. OF MARYLAND

Sharon W. Noppinger

Sharon W. Noppinger

Roy E. Paddock

Roy E. Paddock, Vice President

Recorded - April 21, 1959 - at 9.39 A.M.

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

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

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

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

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

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

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

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

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

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

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

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

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

(IV) amortization of the principal of said debt.

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

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

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

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

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

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are heroby 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 60 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 60 days time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

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

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

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or R.Tilghman Brice, III , 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 Fifty and 00/100 - - - 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(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:

Elizabeth B. Stallings

John A. Emmert [SEAL]
John A. Emmert

Barbara O. Emmert [SEAL]
Barbara O. Emmert

[SEAL]

[SEAL]

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit: BOOK 1289 PAGE 253

I HEREBY CERTIFY, That on this the 14th day of April , 1959 , before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared JOHN A. EMMERT and BARBARA O. EMMERT, 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 R. Tilghman Brice, III , 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.

Elizabeth B. Stallings *Notary Public.*

My commission expires:
May 11, 1959

ELIZABETH B. STALLINGS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

Rec'd for record Apr 21 1959 at 9:39 A M.
Mailed to R. T. Brice, III

INDEX IN CHATTELS

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 and Section 221 of the National Housing Act.

STATE OF MARYLAND

Loan No.

MORTGAGE

JOHN A. EMMERT & BARBARA O. EMMERT
TO
W...VER BROS., INC. OF MARYLAND
S/A to METROPOLITAN LIFE INSURANCE COMPANY

Received for Record ... day of ... 19 ... at ... M.
Same day recorded in Liber No. ... Folio ... and examined by ...
Recording Fee ... Cost of Records, $ ... Clerk.

...ED FOR RECORD
...AND RECORDS OF
...ARUNDEL COUNTY
1959 APR 21 AM 8 39
& RECORDED IN LIBER GTC
NO. 1289 FOLIO 249
GEO. ...CROMWELL, CLERK

Insured
Under Section ... of the National Housing Act
And Regulations of the Federal Housing Commissioner thereunder
Dated ...
By ...
Authorized Agent.

RECORDED
...AND RECORDS
...EL COUNTY
1959 APR 21 AM 9:39
& RECORDED IN LIBER GTC
NO. 1289 FOLIO 250
GE... CROMWELL, CLERK

Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.

U. S. GOVERNMENT PRINTING OFFICE 16—55500-6

Return to: R. T. Brice, III

BOOK 149 PAGE 513

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

VS.

JOHN A. EMMERT and
BARBARA O. EMMERT, his wife
S/E cor. Welch & Puddington Drives
Edgewater, Anne Arundel County, Md.
Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY No. 15,777

Docket No. 21., Folio 180

NON-MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY, that on the 2ND day of August, 19 63., before me. the subscriber, a Notary Public of the State of Maryland, in and for Baltimore (City) personally appeared JOHN J. NEUBAUER, SR.,

and made oath, in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

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

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

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

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

Joseph L. Barrett
Notary Public

JOSEPH L. BARRETT NOTARY PUBLIC BALTIMORE MD

John J. Neubauer, Sr. - Affiant
Keyser Building
Baltimore 2, Maryland
L e 9 - 3212

FILED

1963 AUG -5 AM 11:02

6

METROPOLITAN LIFE INSURANCE COMPANY, :
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

vs.

JOHN A. EMMERT and
BARBARA O. EMMERT, his wife
S/E cor. Welsh & Puddington Drives,
Edgewater, Anne Arundel County, Md.
Defendants

: IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY No. 15,777

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Metropolitan Life Insurance Company, a body corporate of the State of New York, under the mortgage from John A. Emmert and Barbara O. Emmert, his wife, to Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland, dated April 14, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1289, folio 249, which mortgage was short assigned on the same day unto Metropolitan Life Insurance Company.

Principal amount of mortgage	$13,000.00
Less payments made on account	763.23
Balance due on principal	$12,236.77
LESS:	
Credit in expense account	24.03
Net balance due on account of principal	$12,212.74
Interest to August 15, 1963	347.31
Balance due on principal and interest	$12,560.05

Daily interest is $1.78

METROPOLITAN LIFE INSURANCE COMPANY

BY: J A Bertrand
J. A. BERTRAND THIRD Vice-President

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:

I HEREBY CERTIFY, that on this 30th day of July, in the year nineteen hundred and sixty-three, before me, the subscriber, a Notary Public of the State of New York, in and for the County of New York, personally appeared J. A. BERTRAND THIRD Vice-President of METROPOLITAN LIFE INSURANCE COMPANY, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and notarial seal.

DANIEL J. LANE
NOTARY PUBLIC, State of New York
No. 40-7417500
Qualified in Putnam County
Certificate filed in New York County
Commission Expires March 30, 1964

FILED
1963 AUG -5 AM 11:02

Notary Public

7

E-117—1M—5-61.

BOOK 149 PAGE 515

Decree in Circuit Court for ~~Baltimore~~ Anne Arundel County.

DOCKET 21 FOLIO 18c

CASE NO. 15,777 Equity

FILED

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

Vs.

JOHN A. EMMERT and
BARBARA O. EMMERT, his wife
S/E cor. Welch & Puddington Drives
~~Edgewater, Anne Arundel County, Md.~~
Defendants

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY, IN EQUITY

TERM, 19

DECREE FOR SALE OF MORTGAGED PREMISES

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

It Is Thereupon, this 6th day of August in the year nineteen hundred and sixty-three by the Circuit Court of ~~Baltimore County~~ Anne Arundel County ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that John J. Neubauer, Sr. and John J. Neubauer, Jr., be and ~~he~~ they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of # $15,000.00 Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by and further Decree or Order in the premises: they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such ~~daily or~~ weekly newspaper or newspapers published in ~~Baltimore~~ Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which shall be ~~one third cash,~~ all cash, and the unpaid balance of the sale price to bear interest from the day of sale and be paid upon ratification of sale; ~~and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse
JUDGE

FILED
1963 AUG -6 PM 1:11

Judicial 10—MARYLAND—TRUSTEE TO SELL

BOOK 12 PAGE 145

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

BOOK 149 PAGE 516

Metropolitan Life Insurance Company

versus

John A. Emmert and Barbara O. Emmert

BOND OF TRUSTEE TO SELL Real Estate

No. 15,777 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer, Sr. and John J. Neubauer, Jr., Keyser Building, Baltimore 2, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirteen Thousand and 00/100 - Dollars ($13,000.00) 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 7th day of August in the year of our Lord one thousand, nine hundred and sixty-three.

WHEREAS THE ABOVE BOUNDEN John J. Neubauer, Sr. and John J. Neubauer, Jr.

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County have been appointed trustees to sell Real Estate mentioned in the proceedings in the case of

Metropolitan Life Insurance Company

versus

John A. Emmert and Barbara O. Emmert

now pending in said Court.

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

John J. Neubauer, Sr. and John J. Neubauer, Jr.

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

Marie C. Sigwart
Marie C. Sigwart

John J. Neubauer, Sr. (SEAL)
John J. Neubauer, Sr.

John J. Neubauer, Jr. (SEAL)
John J. Neubauer, Jr.

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Carol A. Schleupner
Witness as to Surety

By Lawrason Riggs
Lawrason Riggs of Baltimore
Attorney in fact.

Bond approved this 13 day of August, 1963
Louis N. Phipps, Clerk

FILED
1963 AUG 13 PM 12:28

9

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13th day of September, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John E. Murn, Agent for/Metropolitan Life Insurance Company, purchaser at the foreclosure sale in this cause, and made oath in due form of law [illegible]

[illegible]

(that he is the agent for the purchaser, Metropolitan Life Insurance Company,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

METROPOLITAN LIFE INSURANCE COMPANY,
Purchaser

BY: /s/ John E. Murn [illegible]
Purchaser
John E. Murn, Agent

/s/ William M. White
Notary Public

FILED
1963 SEP 17 AM 10:06

10

E-123—1 M—2-62.

REPORT OF SALE BOOK 149 PAGE 518 —IN THE—

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue, New York 10, N.Y.
Plaintiff

VS.

JOHN A. EMMERT and
BARBARA O. EMMERT, his wife
S/E cor. Welch & Puddington Drives
Edgewater, Anne Arundel County, Md.
Defendants

CIRCUIT COURT

—FOR—

~~BALTIMORE COUNTY~~

ANNE ARUNDEL COUNTY ✦ Equity #15,777

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

The Report of Sale of John J. Neubauer, Sr. and John J. Neubauer, Jr., Trustees appointed by the decree in the above entitled cause to make sale of fee simple property situate at the S/E cor. of Welch & Puddington Drives, Edgewater, in the First Election District of Anne Arundel County, Maryland, in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Evening Capital, a daily newspaper, published in Annapolis, Maryland, ~~Baltimore County~~, for more than three successive weeks preceding the day of sale/ one of said Trustees did pursuant to said notice on Friday the 13th day of September, 1963, at 3:00 o'clock, P. M., attend on the premises and then and there sold the fee simple property to Metropolitan Life Insurance Company, New York 10, New York, at and for the price of Ten Thousand, Five Hundred and 00/100 ($10,500.00) Dollars; it being the highest bidder therefor.

John J. Neubauer, Sr. - Trustee

John J. Neubauer, Jr. - Trustee.

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

I Hereby Certify, that on this 16th day of September, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~County~~ City of Baltimore aforesaid, personally appeared John J. Neubauer, Sr. and John J. Neubauer, Jr., Trustees and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and notarial seal. Catherine T. Boegner Notary Public

FILED
1963 SEP 17 AM 10:06
CATHERINE T. BOEGNER

ORDER NISI

METROPOLITAN LIFE INSURANCE COMPANY

Assignee

versus

JOHN A. EMMERT and

BARBARA O. EMMERT, his wife

BOOK 149 PAGE 519

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,777 Equity

Ordered, this 17th day of September, 1963, That the sale of the property in these proceedings mentioned made and reported by John J. Neubauer, Sr., and John J. Neubauer, Jr., Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of October next.

The report states that the amount of sale was $ 10,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Louis N. Phipps Clerk

John J. Neubauer, Atty.

Evening Capital (for Sept. 19 edition)

(Final Order)

METROPOLITAN LIFE INSURANCE COMPANY

Assignee

versus

JOHN A. EMMERT and

BARBARA O. EMMERT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd day of October, 1963 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bruce Dudley

JUDGE.

FILED

1963 OCT 23 PM 12:34

12

JOHN J. NEUBAUER, Solicitor
Keyser Building
Baltimore 2, Maryland

Trustee's Sale

Valuable Fee Simple Dwelling Property

Situate at the Southeast corner of Welch and Puddington Drives, Edgewater, in the First Election District of Anne Arundel County

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, in a case entitled "Metropolitan Life Insurance Company, Assignee, vs. John A. Emmert and Barbara O. Emmert, his wife", the undersigned Trustees will sell at Public Auction on the premises the fee simple property above described on

Fri., Sept. 13, 1963
at 3:00 p.m. (E.D.T.)

ALL that lot or parcel of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows, that is to say:

BEING known and designated as Lot No. 52, as shown on the Plat of Steuart Level, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 26, folio 25.

The improvements consist of a one and one-half story frame dwelling, containing five rooms and one bath with hot-water heat, oil fired.

The property is subject to the following:

(1) Restrictions contained in Deed from William E. Kirk to Zang & Sons Builders, Inc., dated November 30, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 984, folio 500.

No 13

OFFICE OF 15777

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 520

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 10, 1963

We hereby certify, that the annexed

Trustee's Sale

John A. Emmert

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of September, 1963. The first insertion being made the 20th day of August, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

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1963
SEP 27 PM 2:15

By H. Tilghman

(2) 25 foot front line setback and 10 foot sideline setback contained in restrictive covenants.

(3) Pole Line Agreements: Jas. E. Steuart to Chesapeake & Potomac Telephone Co., dated September 2, 1924 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 74, folio 383; Jas. E. Steuart, et al, to Annapolis & Chesapeake Bay Co., dated April 10, 1929 and recorded in Liber F.S.R. No. 48, folio 291; Jas. E. Steuart to Consolidated Gas, Electric Light and Power Co., dated January 25, 1937 and recorded in Liber F.A.M. No. 158, folio 300; dated February 12, 1949 and recorded in Liber J.H.H. No. 514, folio 239; dated July 27, 1949 and recorded in Liber J.H.H. No. 541, folio 366; Zang & Sons Builders Inc. to Consolidated Gas, Electric Light and Power Co., dated December 29, 1952 and recorded in Liber J.H.H. No. 733, folio 355; dated January 5, 1953 and recorded in Liber J.H.H. No. 733, folio 356; dated April 19, 1954 and recorded in Liber J.H.H. No. 831, folio 526; dated September 30, 1955 and recorded in Liber G.T.C. No. 975, folio 88; and to Baltimore Gas & Electric Company, dated February 26, 1958 and recorded in Liber G.T.C. No. 1193, folio 395.

Taxes, Anne Arundel County Sanitary charges and other municipal liens and charges are to be adjusted to the date of sale.

A deposit of $500.00 in cash to be required at the time of sale and the balance of the purchase price to bear interest from the date of sale to date of settlement and said balance to be paid in cash immediately upon ratification of sale by the Circuit Court for Anne Arundel County.

JOHN J. NEUBAUER, Sr. and
JOHN J. NEUBAUER, Jr.,
Trustees
Keyser Building
Baltimore 2, Md.
LE 9-3212

E. T. NEWELL & CO., INC.
120 W. North Avenue
Baltimore 1, Maryland
Auctioneers

S-10

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,777 Equity

METROPOLITAN LIFE
INSURANCE COMPANY
Assignee

VERSUS

JOHN A. EMMERT and
BARBARA O. EMMERT, his wife

Ordered this 17th day of September, 1963, That the sale of the property in these proceedings mentioned made and reported by John J. Neubauer, Sr., and John J. Neubauer, Jr., Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of October next.

The report states that the amount of sale was $10,500.00

LOUIS N. PHIPPS Clerk.

True Copy, TEST:
LOUIS N. PHIPPS Clerk

O-10

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1963 OCT 11 PM 2:47

No. E. C. 5436

14

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 522

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 11, 1963

We hereby certify, that the annexed

Order Nisi - Equity 15,777

John A. Emmert

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 21st day of October, 1963. The first insertion being made the 19th day of September, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. Trimble

In the Case of BOOK 149 PAGE 523

METROPOLITAN LIFE INSURANCE COMPANY, Assignee

VS.

JOHN A. EMMERT and BARBARA O. EMMERT, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 15,777 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.

October 30, 1963

John H. Hopkins, IV Auditor.

1963 OCT 30 PM 12:19 FILED

FINAL ORDER

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

Clerk

Per: ....., deputy

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1963 NOV 15 AM 11:49

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16

Dr. METROPOLITAN LIFE INSURANCE COMPANY, Assignee vs. JOHN A. EMMERT and BARBARA O. EMMERT, his wife

BOOK 149 PAGE 524

In Acct. with JOHN J. NEUBAUER, SR. and JOHN J. NEUBAUER, JR., Trustees

					Cr.	
1963						
Sept.	13	Proceeds of Sale	10,500	00		
		Interest on deferred payment of $10,000.00				
		from 9/13/63 to 10/24/63	68	37	10,568	37
		Refund 1963 County and State taxes from				
		9/13/63 to 12/31/63	48	83	48	83
					10,617	20
		To Trustees for fee, viz:	150	00		
		To Trustees for Commissions, viz:	347	05	497	05
		To Trustees for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court costs	29	75		
		Auditor - stating this account	22	50	62	25
		To Trustees for expenses, viz:				
		Capital-Gazette Press - advertising sale	110	24		
		Capital-Gazette Press - Order nisi, sale	15	00		
		The Sunpapers - advertising sale	17	65		
		E.T.Newell & Co. - auctioneer's fee	35	00		
		U.S.Fidelity & Guaranty Co. - bond premium	26	00		
		One-half cost documentary stamps	17	32		
		Federal Lien and Judgment check	3	00		
		Notary fees	1	00	225	21
		To Metropolitan Life Insurance Company				
		this balance on account of claim filed	9,832	69	9,832	69
					10,617	20

Amount of Mortgage claim filed	12,560	05	
Interest on principal balance of $12,212.74			
from 8/15/63 to 11/15/63 - 92 days @ 5¼%	163	76	
	12,723	81	
Credit - amount allowed above	9,832	69	
Balance subject to Decree in Personam	2,891	12	

18.00

BOOK 149 PAGE 526

No. 15983 Equity

In the Circuit Court for Howard County,

No. 2166 Equity

TERM 19

ANNA ELIZA GUYTON and
ABRAHAM J. GUYTON, her husband,
VIRGIL GRASON HOBBS,
GEORGE W. HOBBS and
LEADORA C. HOBBS, his wife

vs.

REBECCA TONGUE and
HARRISON TONGUE, her husband.

4" Sep. 1914 Order to Docket, Bill of Complaint fd. Sona issd. Summoned. 23" Sep. 1914 Decree Pro Confesso fd. 9" Oct. 1914 Testimony fd. 30" Oct. 1914 Decree fd. 16" Nov. 1914 Trustee's Bond fd. 12" Dec. 1914 Report of Sale & Order Nisi fd. 12" Jany 1915 Certif. of Pub. of Order Nisi fd. 14" Jan. 1915 Final Order of Ratification of Sale fd. 21" Jan. 1915 Petition of Louis T. Clark, Solicitor, for allowance of a fee for professional services & Order of Court thereon fd. 28" Jany. 1915 Auditor's Report & Account & Order Nisi fd. Copy issd. 15" Feby 1915 Trustee's Release fd. 16" Feb. 1915 Certif. of Publ of Order Nisi fd. Same day Final Order of Ratification of Auditor's Report & Account fd.

(Recorded in Liber W.W.L.C. No. 37 folio 211 &c.)

L. T. Clark, Esq. - Solicitor for Plaintiffs

State of Maryland, Howard County, Sct:

I Hereby Certify, That the aforegoing is a true Copy of the Docket Entries, ~~and Judgments of~~ Court in the above entitled cause, taken from the Record of Proceedings of the Circuit Court for Howard County, Maryland.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Howard County this 1st day of October 19 63

W. Harrison Hill

Clerk Circuit Court for Howard County.

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1963 NOV 15 AM 10:02

Ann Eliza Guyton and : In The Circuit Court
Abraham Guyton, her husband :
Virgil Grason Hobbs, :
George W. Hobbs and
Leadora C. Hobbs, his wife : For
Plaintiffs :
Vs. :
Rebecca Tongue and
Harrison Tongue, her husband: Howard County, In Equity.
Defendants :
.....

To The Honorable The Judge of Said Court:-

Your orators ~~and oratrices~~ complaining say:-

1- That your orators Ann Eliza Guyton, George W. Hobbs, Jr., Virgil Grason Hobbs, together with the said Rebecca Tongue are seized in fee-simple, as tenants in common, of a certain tract of land in Howard County, containing 128 acres, 13 roods and 13 perches, more or less, which by deed dated the first day of December 1877, and recorded among the Land Records of said County in Liber L. J. W. No. 38 folio 499 etc., was granted and conveyed by Junius E. Leigh et al, trustees, to Anna M. Hobbs the mother of Anna Eliza Guyton, wife of Abraham J. Guyton and Rebecca Tongue wife of Harrison Tongue, and the grandmother of the said George W. Hobbs, Jr., and Virgil Grason Hobbs, the interest of the said parties hereto in said land and premises being as follows:-

50 a. 2R-9P
78 a. 1R 4-
128 3R 13-

(a) Ann Eliza Guyton a one-fourth undivided interest, to which she became entitled as one of the four children and heirs at law of the said Ann M. Hobbs, her mother;

(b) Rebecca Tongue the same, to which she became entitled in the same manner;

(c) The said George W. Hobbs and Virgil Grason Hobbs Jointly a one-half undivided interest which became vested in

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them as the only children and heirs at law of their father George W. Hobbs, a son and one of the four children and heirs at law of the said Anna M. Hobbs, and of their mother Georgianna Hobbs; and by virtue of the last will and testament of the said Georgianna Hobbs dated February 19th., 1909, and recorded in the Office of the Register of Wills of Howard County in Wills Liber R. D. of T. No. 5 folio 71 etc., a certified copy of which said will is herewith filed marked Complainant's Exhibit "A" and prayed to be taken as a part hereof; the said Georgianna Hobbs having acquired the one-fourth undivided interest of her said husband, George W. Hobbs, Sr., by virtue of his last will and testament dated August 20th., 1908, and recorded in said County in Wills Liber W. H. M. No. 4 folio 475 etc., in the office of the Register of Wills; and the one-fourth undivided interest of Solon Hobbs another son and one of the four heirs at law of the said Anna M. Hobbs, by virtue of a deed from Frank D. Wynn, Trustee, in Bankruptcy of the said Solon Hobbs, et al, to the said Georgianna Hobbs (in said deed called Georgia) dated October 7th., 1903, and recorded among the Land Records of said County in Liber J. H. C. No. 78 folio 173 etc.

2- That Abraham J. Guyton is the husband of Anna Eliza Guyton, that the said Virgil Grason Hobbs is unmarried, that the said George W. Hobbs has intermarried with Leadora C. Hobbs and that the husband of the said Rebecca Tongue is Harrison Tongue.

3- That the parties to this bill both plaintiffs and defendants are all residents of Howard County and all adults above the age of twenty-one years.

4- That said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated, and that in order to make di-

vision of said interests, it will be necessary that said real estate be sold, and the proceeds thereof divided amongst the parties according to their several interests.

TO THE END THEREFORE:-

(1) That a decree may be passed for the sale of the said real estate.

(2) That the proceeds of the said sale may be distributed between the respective parties entitled thereto according to their respective rights and interests.

(3) That your orators may have such other and further relief as their case may require.

May it please Your Honor to grant unto your orators the writ of subpoena, directed to the said Rebecca Tongue and Harrison Tongue, both of whom reside in Howard County, commanding them to be and appear in this Court at some certain day to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound & c.

Louis J. Clark

Solicitor for Plaintiffs

No. 16 Decree in the Circuit Court for Howard County, In Equity.

149 PAGE 530 IN THE

CIRCUIT COURT

FOR HOWARD COUNTY,

IN EQUITY.

Anna Eliza Guyton, and
Abraham J. Guyton, her husband
Virgil Greson Hobbs,
George W. Hobbs and
Leadora Hobbs, his wife

vs.

Rebecca Tongue and
Harrison Tongue, her husband.

Term, 191

The above cause standing ready for hearing and being submitted for decree on the Bill, testimony and all the other proceedings were, by the Court, read and considered—

It is thereupon, this 28th day of October in the year nineteen hundred and fourteen by the Circuit Court for Howard County, In Equity, ADJUDGED, ORDERED and DECREED, that the real estate and property mentioned in the proceedings be sold, that Louis T. Clark, of Howard County, 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, in the penalty of seven thousand 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 notice for three successive weeks by advertisement, inserted in such weekly newspaper or newspapers published in Howard County as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, one-third in six months and the balance in one year or all cash at the purchaser's option, deferred payments to bear interest from the day of sale, and to be satisfactorily secured.

and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an 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 the payment of the whole purchase money, (and not before,) the said Trustee shall, by a good and sufficient deed, to be executed, acknowledge, and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Complainant and Defendants, and those claiming by, from or under them or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

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Wm. Henry Forsythe Jr.

Anna Eliza Guyton et al.

vs.

Rebecca Tongue et al.

IN THE

Circuit Court

FOR

Howard County

IN EQUITY.

BOOK 149 PAGE 531

TO THE HONORABLE, THE JUDGES
OF THE CIRCUIT COURT FOR HOWARD COUNTY, IN EQUITY:

The Report of Sale of Louis T. Clark ----------

Trustee appointed by the decree in the above entitled cause, to make sale of the real estate and premises ----------

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 giving notice of the time, place, manner and terms of sale by advertisements inserted in THE ELLICOTT CITY TIMES, a weekly ----------

newspaper, published in Howard county, for more than three successive weeks preceding the day of sale, and by hand-bills extensively posted, said Trustee ---------- did pursuant to said notice on Monday, the -------23rd ---- day of November, --------1914, at 3:30 o'clock P. M., attend on the premises and then and there sold at public auction the property mentioned and described in these proceedings to Mrs. Rebecca Tongue one of defendants herein at and for the sum of twenty-five hundred dollars ($2500.00), she being at that price the highest bidder therefor.

The advertised terms of sale were; one-third cash, one-third in six months, and the balance in one year; or all cash, at purchaser's option. Deferred payments to bear interest and to be secured to the satisfaction of the Trustee.

And he further reports that the said purchaser has given satisfactory assurances that she will comply with said terms of sale as elected by her, to wit; all cash on ratification thereof by this Court.

Louis T. Clark
Trust.

STATE OF MARYLAND, COUNTY OF HOWARD, Set.:

I HEREBY CERTIFY, that on this 9th day of December, --- 1914, before me, the subscriber, a ~~Justice of the Peace, of the State of Maryland, in and for~~ Clerk of the Circuit Court of the county of Howard aforesaid, personally appeared Louis T. Clark, the person making the above Report of Sale ---------- as 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.

W. W. L. Cissel Clerk

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Anna Eliza Guyton et al.
vs.
Rebecca Tongue et al.

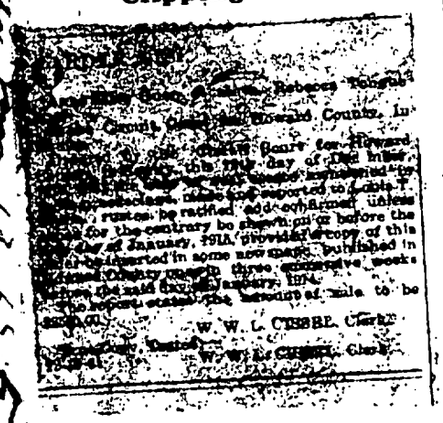
In the Circuit Court for Howard County, in Equity.

BOOK 149 PAGE 532

Ordered by the Circuit Court for Howard County, in Equity, this 12th day of December, 1914, that the sale of the real estate mentioned in these proceedings, made and reported by Louis T. Clark, Trustee, be ratified and confirmed unless cause to the contrary be shown on or before the 12th day of January, 1915, provided a copy of this order be inserted in some newspaper published in Howard County once in each of three successive weeks before the said 12th day of January, 1915.
The report states the amount of sale to be $2500.00

W. W. L. Cissel, Clerk.

Clipping of Advt.



OFFICE **THE ELLICOTT CITY TIMES**

Ellicott City, Md. Jan 12 1915

This is to certify that the annexed advertisement.
Anna Eliza Guyton et al vs
Rebeca Tongue et al
was published in the "THE ELLICOTT CITY TIMES" a weekly newspaper published in Howard County, Md., once in each of Three successive weeks, before the Twelfth day of January in the year 1914, beginning with the issue of Dec 12 1914.

ELLICOTT CITY TIMES
Per E. S. Mansfield

1914. No. 4 Docket.

Ordered by the Circuit Court for Howard County, in Equity, this 13 day of January, 1915, that the within sale made and reported by Louis T. Clark, Trustee, 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 preceding Order Nisi; and the said Trustee is allowed the usual commissions, and such expenses, not personal, as he shall produce to the Auditor proper vouchers for.

Wm Henry Forsythe Jr

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I, W. HARVEY HILL Clerk of the Circuit Court for Howard County, do hereby certify that the above is a true copy of the original BILL OF COMPLAINT, DECREE & REPORT OF SALE now on file in the csuse above entitled.

IN TESTIMONY WHEREOF I hereto set my hand and affix the seal of the Circuit Court for Howard County this 25TH day of September 1963.

W Harvey Hill
Clerk

BOOK 149 PAGE 535

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
Holding Equity Court

IN THE MATTER OF Deed of Trust from NATIONAL RESEARCH ASSOCIATES, INCORPORATED to THE FARMERS BANKING AND TRUST CO., Trustee.	)	Equity No. 15,783

TITLING

TO: Mr. Louis N. Phipps, Clerk

Please docket the above-entitled suit, and file therein the annexed Petition to Substitute Trustees, including original Deed of Trust recorded in Liber GTC No. 1555, folio 453 of the Land Records of Anne Arundel County, Maryland, attached Sworn Statement of Mortgage Debt, and Bond when approved, and enter my appearance for the Trustees.

James C. Rogers

James C. Rogers
4102 Aspen Street
Chevy Chase 15, Maryland
Telephone: OLiver 4-4341

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1963 AUG -8 AM 10:23

BOOK 149 PAGE 536

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
Holding Equity Court

IN THE MATTER OF	)	
	)	
Deed of Trust from	)	
NATIONAL RESEARCH ASSOCIATES,	)	
INCORPORATED,	)	
	)	
to	)	Equity No.
	)	
THE FARMERS BANKING AND TRUST CO.,	)	
Trustee.	)	

SWORN STATEMENT OF MORTGAGE DEBT

DISTRICT OF COLUMBIA, SS:

Gorman S. Donegan, being first duly sworn according to law, on oath deposes and says:

That he is a vice president of The Riggs National Bank of Washington, D. C. and is authorized to make this Sworn Statement of Mortgage Debt; that he makes this affidavit of his own knowledge; that said The Riggs National Bank of Washington, D. C. is the holder for value of a certain Deed of Trust Note given by National Research Associates, Incorporated, dated March 30th, 1962; that said Deed of Trust Note is secured by Deed of Trust on certain land and premises situated in Anne Arundel County, State of Maryland and more particularly described in said Deed of Trust which is recorded in Liber GTC No. 1555, folio 453, of the Land Records of Anne Arundel County, Maryland; that there is presently due and owing on said note the sum of $23,000 with interest at the rate of six per cent per annum from March 1, 1963, all of which is now justly due and owing exclusive of all setoffs and just grounds of defense.

Gorman S. Donegan

Subscribed and sworn to before me this 7th day of August, 1963.

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Neil H. Wheeler
Notary Public, D. C.

My commission expires 10/31/63

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1963

FORM 302A

41820 H
(gg)

BOOK 149 PAGE 537
BOOK 1555 PAGE 453

This Deed of Trust

Exhibit A

Made this 30th *day of* March *, A. D., 1962 , by and between*

National Research Associates Incorporated, a Maryland corporation

party of the first part, and The Farmers Banking and Trust Co. of Rockville, Maryland

Trustee, party of the second part,

Whereas, *the party of the first part stands justly indebted unto*
The Riggs National Bank of Washington, D. C. in the principal sum of Thirty Thousand and no/100 ($30, 000. 00) Dollars, for which amount the said party of the first part has executed and delivered a certain promissory note bearing even date with these presents and bearing interest at the rate of Six (6%) per centum per annum until paid, payable quarter annually beginning June 30, 1962 . Each installment of interest to bear interest after maturity, if not then paid, at the rate aforesaid. Said principal being due and payable on demand.

66.00

quarter annual

And it is expressly agreed that if default be made in the payment of any one of the aforesaid installments of interest 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.

Said note has been identified by the Notary Public taking the acknowledgment to these presents as witness his notation and seal on the same.

And Whereas *the party of the first part desires to secure the prompt payment of said debt, and the interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.*

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FORM 302B

BOOK 149 PAGE 538

BOOK 1555 PAGE 454

Now, Therefore, This Indenture Witnesseth, *that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents is hereby acknowledged, has granted, and does hereby grant unto the party of the second part, as trustees, 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:*

BEGINNING for the same at a set pipe in the easterly right of way line of the Old Annapolis Road (dirt) where the same is intersected by the dividing line between Parcel "B" and Parcel "C"; thence leaving said Road along said dividing line bearing South 37° 07' 40" East 948.66 feet to a set pipe in the southerly right of way line of the Laurel-Fort Meade Road; thence along said southerly right of way line bearing North 70°13'20" West 474.01 feet to a set pipe; thence still along said southerly right of way line and bearing North 73° 30'30" West 226.74 feet to a set pipe in the easterly right of way line of the Old Annapolis Road; thence along said easterly right of way line bearing North 13° 39' East 7.92 feet to a set pipe; thence still along said easterly right of way line bearing North 13° 38' 10" East 249.44 feet to a set pipe; thence still along the said easterly right of way line bearing North 5° 45' East 199.20 feet to a set pipe; thence still along said easterly right of way line bearing North 6° 59' 20" East 83.91 feet to the point of beginning; saving and excepting therefrom the right of way 40 feet in width along the southerly boundary now knownas the Laurel Fort Meade Road; as determined in the office of Charles W. Menard, Civil Engineer-Land Surveyor, containing 3.4896 acres.

Being the same land described in Deed recorded in liber GTC 1468 folio 526.

FORM 302C

In and Upon the Trusts, Nevertheless *hereinafter declared; that is to say: IN TRUST to permit the said party of the first part 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 his sole use and benefit, until default be made in the payment of the said promissory note hereby secured or any instalment of interest thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same as hereinafter provided.*

And *upon the full payment of all the said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half commissions and expenses, at any time before the sale hereinafter provided for to release and reconvey unto and at the cost of the said party of the first part, the said described premises.*

And *it is further agreed that in the event there is default in any payment or charge provided in any prior recorded Trust or Trusts or prior liens of any kind including taxes and assessments on the premises herein described, it shall operate and cause all principal and interest of the note still unpaid, hereby secured, to immediately mature and become due and payable and the Trustee herein shall have the power to sell and convey the premises as in the case of default; or the said party secured hereby, may, at his option, make payment or pay such charge, and such payment shall be deemed to be secured by this Trust, and the failure by the party of the first part herein to immediately reimburse said party making said payment or paying said charge, shall operate and cause all principal and interest of the note still unpaid, hereby secured, to mature and become due and payable, and the Trustee herein shall have the power to sell and convey the premises as in the case of default, and that if any building or buildings on the premises shall be removed or demolished, then the entire amount remaining unpaid shall become due and payable forthwith and sale may be made as in case of any default.*

And Upon This Further Trust, *upon any default or failure being made in the payment of the said note or of any instalment of principal or interest thereon, when and as the same shall become due and payable, or upon default being made in the payment, after demand therefor, of any money advanced as herein provided for, or of any proper cost, charge, commission, or expense in and about the same, then and at any time thereafter the said party of the second part or the trustee acting in the execution of this trust shall have the power and it shall be their 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 party of the second part or the trustee acting in the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost of, the purchaser thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale: FIRSTLY, to pay all proper costs, charges and expenses, including all fees and costs herein provided for, and all moneys advanced for taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission of Five (5) per centum on the amount of said sale; SECONDLY, to pay whatever may remain unpaid of said note(s) whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note(s) shall, upon such sale being made before the maturity of said note(s), be and become immediately due and payable at the election of the holder thereof; and, to pay the remainder of said proceeds, if any there be, to said party of the first part upon the delivery and surrender to the purchaser, his heirs or assigns, of possession of the premise so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.*

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FORM 302E

BOOK 1555 PAGE 456 BOOK 149 PAGE 540

And *the said party of the first part does hereby agree at his 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 other hazards in the full sum of the indebtedness secured hereby, in the name and to the satisfaction of the party of the second part, or substituted trustee, in such insurance company or companies as the said party of the second part may select, who shall apply whatever may be received therefrom to the payment of the matter hereby secured, whether due or not, unless the party entitled to receive shall waive the right to have the same so applied; and also to pay all taxes and assessments, both general and special, that may be assessed against, or become due on said land and premises during the continuance of this trust and that upon any neglect or default to so insure, or to pay taxes and assessments, any party hereby secured may have said improvements insured and pay said taxes and assessments, and the expense thereof shall be a charge hereby secured and bear interest at the rate of six per centum per annum from the time of such payment.*

And *it is further agreed that if the said property shall be advertised for sale, as herein provided, and not sold, the trustee or trustees acting shall be entitled to one-half the commission above provided, to be computed on the amount of the debt hereby secured.*

And *the said party of the first part covenants that he will warrant specially the land and premises hereby conveyed, and that he will execute such further assurances of said land as may be requisite or necessary.*

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 Witness Whereof, *the said grantor has caused its corporate seal to be hereto affixed and these presents to be executed in its corporate name by* Edward J. Knight, Jr. *its* Vice President, *attested by* Murray K. Josephson *its* Assistant Secretary, *as of the day and year first above written, in pursuance of resolutions duly adopted for that purpose by its Stockholders and Board of Directors, respectively.*

NATIONAL RESEARCH ASSOCIATES, INCORPORATED

Attest: Murray K. Josephson
Assist. Secretary

By: Edward J. Knight, Jr.
Vice President

Murray K. Josephson

Edward J. Knight, Jr.

State of Maryland)
County of Prince George's)

BOOK 1555 PAGE 457

On this 30th *day of* March, *19* 62, *before the undersigned officer, personally appeared* Edward J. Knight, Jr. *who acknowledged himself to be the* Vice President *of* National Research Associates, Incorporated *a corporation, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as such officer.*

In witness whereof I hereunto set my hand and official seal.

Mary V. Longo (SEAL)
Notary Public

MARY V. LONGO
My Comm. Expires May 6, 1963

My commission expires: May 6, 1963

Rec'd for record April 11, 1962 at 9:36 A.M.
Mailed to The Riggs National Bank

12.00

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BOOK 149 PAGE 541

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
Holding Equity Court

IN THE MATTER OF	)	
	)	
Deed of Trust from	)	
NATIONAL RESEARCH ASSOCIATES, INCORPORATED	)	
	)	
	)	
to	)	Equity No. 15783
	)	
THE FARMERS BANKING AND TRUST CO., Trustee.	)	

PETITION TO SUBSTITUTE TRUSTEES

The Petition of The Riggs National Bank of Washington, D. C., a national banking association organized and existing under the laws of the United States with principal office and place of business at 1503 Pennsylvania Avenue, N. W., Washington, D. C., respectfully represents unto the Court:

1. That on the 30th day of March, 1962 National Research Associates, Incorporated, a corporation organized and existing under the laws of the State of Maryland, in order to secure an indebtedness owing by said National Research Associates, Incorporated to Petitioner, The Riggs National Bank of Washington, D. C., executed a deed of trust of certain land and premises situated in Anne Arundel County, State of Maryland, said Deed of Trust having been recorded on the 11th day of April, 1962 among the Land Records of Anne Arundel County, State of Maryland, in Liber GTC No. 1555, folio 453, the original of which Deed of Trust is attached hereto and prayed to be read as a part hereof, marked "Exhibit A".

2. That the indebtedness secured by said Deed of Trust is now overdue and unpaid, and a default having occurred under the provisions of said Deed of Trust, Petitioner requested the Trustee named in said Deed of Trust to institute foreclosure proceedings thereunder.

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3. That Petitioner has been informed and believes and therefore avers that on the 20th day of July, 1962 The Farmers Banking and Trust Company, of Rockville, Maryland, was merged with The First National Bank of Maryland, a national banking association organized and existing under the laws of the United States with principal office and place of business at Light and Redwood Streets, Baltimore, Maryland, and that under the laws of the State of Maryland said The First National Bank of Maryland as successor by merger to said The Farmers Banking and Trust Company, of Rockville, Maryland is without lawful authority to institute the foreclosure proceedings requested by Petitioner.

WHEREFORE, it is respectfully prayed:

1. That the Court appoint two substitute Trustees to replace The Farmers Banking and Trust Company, of Rockville, Maryland, the Trustee named in said Deed of Trust.

2. That Petitioner have such other and further relief as may be necessary and to the Court shall seem proper.

THE RIGGS NATIONAL BANK OF WASHINGTON, D. C.

By _____
Vice President

James C. Rogers

James C. Rogers
4102 Aspen Street
Chevy Chase 15, Maryland
Telephone: OLiver 4-4341

Attorney for Petitioner.

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DISTRICT OF COLUMBIA, SS:

Gorman S. Donegan, being first duly sworn, does on oath depose and state that he has read the foregoing and annexed Petition by The Riggs National Bank of Washington, D. C. by him subscribed; that he knows the contents thereof; and that the facts therein stated are true.

Gorman S. Donegan

Subscribed and sworn to before me this 7th day of August, 1963.

Notary Public, D. C.

My commission expires 10/31/63

BOOK 149 PAGE 544

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
Holding Equity Court

IN THE MATTER OF Deed of Trust from NATIONAL RESEARCH ASSOCIATES, INCORPORATED, to THE FARMERS BANKING AND TRUST CO., Trustee.	)	Equity No. 15,783

ORDER APPOINTING SUBSTITUTE TRUSTEES

The Petition of The Riggs National Bank of Washington, D. C. to substitute Trustees having been read and considered, and it appearing to the Court that The Farmers Banking and Trust Co., of Rockville, Maryland, the Trustee named in the Deed of Trust, has been merged with The First National Bank of Maryland and is now without lawful authority to institute foreclosure proceedings under said Deed of Trust, it is this 7th day of August, 1963, by the Circuit Court for Anne Arundel County, Maryland,

ORDERED that The Farmers Banking and Trust Co., of Rockville, Maryland, be and is hereby removed as Trustee under the Deed of Trust dated March 30, 1962 and recorded among the Land Records of Anne Arundel County, Maryland in Liber GTC No. 1555, folio 453, and it is further

ORDERED that Charles W. Wallick and James E. Murray be and they are appointed hereby Substitute Trustees with all of the title and powers of the Trustee named in said Deed of Trust.

V. Bruce Dunckel
Judge of the Circuit Court
of Anne Arundel County, Maryland

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BOOK 143 PAGE 545

BOOK 12 PAGE 163

No. 15,783 Equity

KNOW ALL MEN BY THESE PRESENTS, that we, CHARLES W. HALLECK and JAMES E. MURRAY, TRUSTEES, as Principals, and FIDELITY AND CASUALTY COMPANY OF NEW YORK, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty-Five Thousand and no/100 Dollars ($25,000.00) current money, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents, sealed with our seals and dated this 5th day of September, in the year nineteen hundred and sixty-three.

WHEREAS, said Charles W. Halleck and James E. Murray, by an order of the Circuit Court for Anne Arundel County, Maryland, entered the 8th day of August, 1963 in Equity No. 15783, have been appointed Substitute Trustees under the Deed of Trust dated March 30, 1962 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1555, folio 453, with all of the title and powers of the Trustee named in said Deed of Trust, and said Charles W. Halleck and James E. Murray, Trustees, by virtue of the authority vested in them by said order of the Circuit Court of Anne Arundel County, Maryland, and by the terms of said Deed of Trust, are about to sell the land conveyed by said Deed of Trust, default having occurred thereunder in the payment of the money and in the covenants and conditions therein more fully set forth.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden, the said Charles W. Halleck and James E. Murray, Trustees, shall well and faithfully perform the trust reposed in them by said Deed of Trust 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 the

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property covered by said Deed of Trust or the proceeds of such sale, then this obligation shall be void, otherwise to be and remain in full force and virtue by law.

Signed, sealed and delivered
in the presence of

Vera J. Thomas

Joyce E. McArthur

Charles W. Halleck (SEAL)
Charles W. Halleck

James E. Murray (SEAL)
James E. Murray

FIDELITY AND CASUALTY COMPANY OF NEW YORK

By H. Richard Hall
Attorney-in-Fact.

The aforegoing bond is approved this 9th day of September, 1963.

Louis M. Phipps
Clerk of the Circuit Court

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JAMES C. ROGERS
Attorney at Law
800 Colorado Building
Washington, D. C.

Trustees' Sale

Of Valuable Improved Real Estate In Anne Arundel County Maryland

By virtue of the power and authority contained in a certain Deed of Trust from National Research Associates, Incorporated to The Farmers Banking and Trust Co., Trustee, dated the 30th day of March, 1962, acknowledged the 30th day of March, 1962 and recorded in book 1555, page 453, among the Land Records of Anne Arundel County, and by virtue of the power and authority conferred upon them as Substituted Trustees by an Order of the Circuit Court for Anne Arundel County, Maryland, entered the 8th day of August, 1963, the undersigned will, on

Wed., Sept. 11th, 1963
At 2:00 P.M.,

offer for sale at public auction in front of the premises, 170 Whisky Bottom Road, Laurel, Maryland, all of the land and premises described in said Deed of Trust, to wit:

Beginning for the same at a set pipe in the easterly right of way line of the Old Annapolis Road (dirt) where the same is intersected by the dividing line between Parcel "B" and Parcel "C"; thence leaving said Road along said dividing line bearing South 37 degrees 07' 40" East 948.66 feet to a set pipe in the southerly right of way line of the Laurel-Fort Meade Road; thence along said southerly right of way line bearing North 70 degrees 13' 20" West 474.01 feet to a set pipe; thence still along said southerly right of way line and bearing North 73 degrees 30' 30" West 226.74 feet to a set pipe in the easterly right of way line of the Old Annapolis Road; thence along said easterly right of way line bearing North 13 degrees 39' East 7.92 feet to a set pipe; thence still along said easterly right of way line bearing North 13 de-

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OFFICE No. 15,783 Equity

Maryland Gazette

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

BOOK 149 PAGE 547

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 6, 1963

We hereby certify, that the annexed Trustee's Sale National Research Associates 170 Whiskey Bottom Road Laurel

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 September, 1963. The first insertion being made the 15th day of August, 1963.

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1963 SEP -9 AM 11:58

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

grees 38' 10" East 249.44 feet to a set pipe; thence still along the said easterly right of way line bearing North 5 degrees 45' East 199.20 feet to a set pipe) thence still along said easterly right of way line bearing North 6 degrees 59' 20" East 83.91 feet to the point of beginning; saving and excepting therefrom the right of way 40 feet in width along the southerly boundary now known as the Laurel-Fort Meade Road; as determined in the office of Charles W. Menard, Civil Engineer - Land Surveyor, containing 3.4896 acres, being the same land described in Deed recorded in liber GTC 1468 folio 526.

The property is zoned light industrial and is improved by a one-story detached cinder block modern industrial plant building approximately 70 feet by 180 feet, containing approximately 12,600 square feet, including an office area of approximately 1,000 square feet with asphalt title floor over concrete slab and Celotex ceiling with fluorescent lighting fixtures, having a front reception room, two private offices, secretary's office, and two lavatories. The plant area of said building is approximately 160 feet by 70 feet, containing approximately 11,200 square feet, and in addition, two 8 foot bay delivery entrances approximately 20 feet by 20 feet. There is also a rear entrance door to the plant area approximately 15 feet wide and 18 feet high. The property includes a macadam surfaced automobile parking lot having an area of approximately 9,000 square feet.

TERMS OF SALE: A cash deposit of $1,000 will be required at the time of sale, the balance to be payable in cash within ten (10) days from the ratification of sale by the Circuit Court for Anne Arundel County, Maryland, otherwise the property will be resold at the risk of the defaulting purchaser or purchasers.

The property will be sold subject to a prior encumbrance, the terms of which will be announced at the time of sale.

Conveyancing, title charges, all revenue stamps and transfer tax, if any, will be at the cost of the purchaser. All taxes and assessments, including interest on prior encumbrance, will be adjusted as of the date of sale.

CHARLES W. HALLECK
JAMES E. MURRAY,
Trustees.
James C. Rogers,
Attorney for Trustees.
S-5

BOOK 149 PAGE 549

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
Holding Equity Court

IN THE MATTER OF	)	
	)	
Deed of Trust from	)	
NATIONAL RESEARCH ASSOCIATES,	)	
INCORPORATED,	)	
	)	
to	)	Equity No. 15,783
	)	
THE FARMERS BANKING AND TRUST CO.,	)	
Trustees.	)	

AFFIDAVIT BY PURCHASER

DISTRICT OF COLUMBIA, SS:

FRANCIS M. WILCOX, being first duly sworn, does on oath depose and state that he is an Assistant Vice President of The Riggs National Bank of Washington, D. C. and duly authorized to make this affidavit in its behalf, as follows:

1. That on September 11, 1963 The Riggs National Bank of Washington, D. C. through him as its duly authorized agent was the purchaser of the property situated on Whisky Bottom Road in Anne Arundel County, State of Maryland, and more particularly described in the Deed of Trust involved in these foreclosure proceedings; and that said The Riggs National Bank of Washington, D. C. was not acting as agent for anyone.

2. That no person or corporation other than said The Riggs National Bank of Washington, D. C. is interested as principal.

3. That said The Riggs National Bank of Washington, D. C. as such purchaser has not directly or indirectly discouraged anyone from bidding for said property.

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1963 SEP 13 PM 1:02

Francis M. Wilcox

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

Notary Public, D. C.

My commission expires:

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BOOK 149 PAGE 550

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
Holding Equity Court

IN THE MATTER OF	)	
	)	
Deed of Trust from	)	
NATIONAL RESEARCH ASSOCIATES,	)	
INCORPORATED,	)	
	)	
to	)	Equity No. 15,783
	)	
THE FARMERS BANKING AND TRUST CO., Trustee.	)	

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of Charles W. Halleck and James E. Murray, Substituted Trustees, under a certain Deed of Trust from National Research Associates, Incorporated, to The Farmers Banking and Trust Co. of Rockville, Maryland, dated the 30th day of March, 1962 and recorded in Liber 1555, folio 453, among the Land Records of Anne Arundel County, Maryland, respectfully shows:

That default having occurred in the terms of the herein referred to Deed of Trust and acting at the request of the party thereby secured, the undersigned Trustees, after having given bond with security for the faithful performance of their trust, which bond was duly approved, and having complied with all the prerequisites prescribed by law and said conveyance, and after having given notice of the manner, time, place and terms of sale by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, once a week for four (4) weeks before the date of sale, they did, pursuant to said advertising, on September 11, 1963 at the hour of 2:00 P.M., sell the property described in said Deed of Trust on the premises at and for the sum of Fifteen Thousand Dollars ($15,000), subject to a prior encumbrance in the amount of $64,163.52, with interest

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thereon at the rate of four per cent (4%) per annum from January 16, 1963, aggregating $65,846.15, to The Riggs National Bank of Washington, D. C., said The Riggs National Bank of Washington, D. C. being at that figure the highest bidder therefor, and the Trustees report that said sale was a fair and reasonable one, and that all the Rules of Court and the requirements of law were complied with in respect thereto, and that Charles W. Halleck and James E. Murray, Trustees, personally attended said sale.

WHEREFORE, the Trustees pray that an order be passed ratifying the above sale and that they have such other and further relief as the nature of the case may require and to the Court may seem just and proper.

Charles W. Halleck

James E. Murray

Trustees.

James C. Rogers
4102 Aspen Street
Chevy Chase 15, Maryland
Telephone: OLiver 4-4341
Attorney for Trustees.

DISTRICT OF COLUMBIA, SS:

CHARLES W. HALLECK and JAMES E. MURRAY, being first duly sworn, on oath depose and state that they have read the foregoing Report of Sale by them subscribed and know the contents thereof and that the matters therein stated upon personal knowledge are true and those stated upon information and belief they believe to be true, and they further make oath that the sale was in all respects a fair one, fairly made, and that all the Rules of Court and requirements of law were complied with in said sale.

Charles W. Halleck

James E. Murray

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

Notary Public, D. C.

ORDER NISI

BOOK 149 PAGE 552

In the Matter of Deed of Trust from NATIONAL RESEARCH ASSOCIATES, INCORPORATED TO THE FARMERS BANKING AND TRUST CO., Trustee

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,783 Equity

Ordered, this 13th day of September, 19 63, That the sale of the property in these proceedings mentioned made and reported by Charles W. Halleck and James E. Murray, Substituted Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of October next.

The report states that the amount of sale was $15,000.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

James C. Rogers, Atty.

For the Maryland Gazette(Sept.19th Edition)

(Final Order)

In the Matter of the Deed of Trust from National Research Associates, Incorporated to the Farmers Banking and Trust Co., Trustee.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd day of October, 1963 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bowie Duckett

JUDGE.

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1963 OCT 23 PM 12:35

17

BOOK 149 PAGE 553

Order Nisi

IN THE CIRCUIT COUUT FOR ANNE ARUNDEL COUNTY
No. 15,783 Equity

In the Matter of Deed of Trust from

NATIONAL RESEARCH ASSOCIATES, INCORPORATED to the Farmers Banking and Trust Co.

Ordered, this 13th day of September, 1963, That the sale of the property in these proceedings mentioned made and reported by Charles W. Halleck and James E. Murray, Substituted Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of October next.

The report states that the amount of sale was $15,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk
O-10

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1963 OCT 11 PM 2:47

No. M. G. 5424

18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1963

We hereby certify, that the annexed Order Nisi Sale Eq. 15,783 National Research Associates, 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 21st day of October, 1963. The first insertion being made the 19th day of September, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 149 PAGE 554

In the Case of

IN THE MATTER OF DEED OF TRUST FROM
NATIONAL RESEARCH ASSOCIATES, INCORPORATED
TO THE FARMERS BANKING & TRUST CO., TRUSTEE

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,783 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 NOV 12 AM 10:50

All of which is respectfully submitted.

Charles O. Anderson, Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 29th day of November, 1963, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: E. Fitzhugh, deputy

FILED
1963 NOV 29 PM 2:51

19

Dr. Mortgaged Real Estate of National Research Associates, Inc.

In Acct. with Charles W. Halleck & James E. Murray,
Substituted Trustees

			Cr.
By	Amount of Sale, as per Trustee's Report of Sale filed	15,000 00	
By	Interest, 6%, on deferred payment $14,000.00, from 9/11/63 to 10/26/63	105 00	
			15,105 00
To	Trustees for commission, as per terms of Deed of Trust (5%), viz:	750 00	
		750 00	
To	Trustees, for court costs, viz:		
	Plaintiffs solicitor appearance fee	10 00	
	Clerk, Court Costs	33 25	
	Auditor, this account	22 50	
		65 75	
To	Trustees for expenses, viz:		
	Capital-Gazette Press, Inc., Adv. and Nisi - Sale	148 00	
	Fidelity & Casualty Co. of Maryland - Bond	100 00	
	Thomas J. Owen & Son, Auctioneers fee	25 00	
	Adjustment, real estate taxes from 1/1/63 to 9/11/63 - 8 Months 11 days	554 95	
	Interest due on Real Estate taxes	30 08	
		858 03	
To	The Riggs National Bank of Washington, D.C., Mortgagee, on account of Mortgage claim filed	13,431 22	
			15,105 00
	Balance due on Deed of Trust, as per claim filed	23,000 00	
	Interest, 6%, thereon from 3/1/63 to 11/18/63	1,019 00	
		24,019 00	
	Credit amount allowed above	13,431 22	
	This amount subject to decree in personam	10,587 78	

BOOK 149 PAGE 556

SAMUEL H. SEWALL, SR. and AVIS E. SEWALL, his wife 613 Severn Avenue Annapolis, Maryland	:	IN THE CIRCUIT COURT
Mortgagees	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
ROBERT Y. KANE and DOLORES M. KANE, his wife Woodland Beach Edgewater, Maryland	:	IN EQUITY NO. 4918
Mortgagors	:	

..ooOoo..

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

C. Edward Hartman II

C. Edward Hartman, II
Attorney for Mortgagees
182 Duke of Gloucester Street
Annapolis, Maryland

C07-8166

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1962 MAR 27 AM 11:24

LIBER 836 PAGE 406

SECOND PURCHASE MONEY MORTGAGE

BOOK 149 PAGE 557

No. 14918

Second Purchase Money
THIS MORTGAGE, Made this 24" day of ~~April~~ MAY, A.D. 19 54, by and between ROBERT Y. KANE and DOLORES M. KANE, his wife,

hereinafter called the Mortgagor, and SAMUEL H. SEWALL, SR. and AVIS E. SEWALL, his wife,

hereinafter called the Mortgagee, all of Anne Arundel County, Maryland.

WHEREAS, the Mortgagors are justly indebted to the Mortgagees for borrowed money in the principal sum of Five Hundred Dollars ($500.00), with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until paid, principal and interest being payable at such place as the holder hereof may designate in writing, in monthly installments of Twenty-Two Dollars and Seventeen Cents ($22.17), commencing on the first day of May 1954, and continuing until the whole of said principal sum and interest are fully paid; said installments to be applied by the Mortgagees, first, to the payment of interest, and second, to the payment of the aforesaid principal sum; except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April 1956; the privilege is reserved to pay this debt in whole or in an amount equal to one (1) or more monthly payments on the principal that are next due on the first day of any month prior to maturity; and

WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof with interest, and the performance of all the covenants and conditions herein contained, should be secured by the execution of these presents, the proceeds hereof being a part of the purchase money of the property hereinafter described and conveyed to the Mortgagors by deed of even date herewith; this mortgage, however, is subject to the full legal operation and effect of a mortgage from Samuel H. Sewall, Sr. and Avis E. Sewall, his wife, to Arundel Building and Loan Association, Inc., dated 9 October 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 593, folio 554; and

WHEREAS, this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945, or any amendment thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That, for and in consideration of the premises and the sum of Ten Dollars ($10.00), the receipt whereof is hereby

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acknowledged, the said Mortgagors do hereby grant and convey unto the said Mortgagees, as tenants by the entireties, their heirs and assigns, in fee simple, subject to the covenants and restrictions of record, all those two (2) lots or parcels of land situate in the First Election District of Anne Arundel County, Maryland, known and designated as Lots Nos. 3732 and 3733 on the plat entitled "Second Map of Woodland Beach", which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.H. No. 3, folio 25 (Plat Cabinet No. 1, Rod Y, Plat 11).

BEING the same property which was conveyed to the Mortgagors herein by Samuel H. Sewall, Sr. and Avis E. Sewall, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

TOGETHER with the buildings and improvements 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, in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided, 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 at any time 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, convenants and agrees as follows:

1. That he will pay when due all taxes, assessments, water rates and other governmental or municipal charges, fire and hazard insurance premiums, fines, impositions and ground rents, whether or not provision for any of which has been made herein, for which the property hereby mortgaged may be liable, and will promptly deliver the offical 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 hereinbefore specifically mentioned and shall be secured by this mortgage.

2. 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.

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee, in the amount of at least **Five Hundred** - - - Dollars ($**500.00**), said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

4. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

5. 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.

6. 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.

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

In case of default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, or **Matthew S. Evans,** 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, its or their heirs, successors or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of **Seventy-Five** - - Dollars ($ **75.00** -) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, together with the counsel fee mentioned herein, which said expenses, costs, commission and counsel fee the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, commission and counsel 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, commission and counsel fee.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, sucessors 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 and seal of the Mortgagor on the day and year first above written.

Witness:

Viola J. Brown
Viola J. Brown (SEAL)

Viola J. Brown
Viola J. Brown (SEAL)

Robert F. Kane
Robert F. Kane (SEAL)

Delores M. Kane
Dolores M. Kane (SEAL)

(SEAL)

(SEAL)

5

LIBER 836 PAGE 409

BOOK 149 PAGE 560

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

I HEREBY CERTIFY, That on this 24 day of ~~April~~ MAY, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ROBERT Y. KANE and DOLORES M. KANE, his wife,

the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared SAMUEL H. SEWALL and AVIS E. SEWALL, his wife,

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.

Viola J. Brown

Viola J. Brown Notary Public

Recorded- 4th June, 1954, at 9:45 A.M.

MORTGAGE

ROBERT Y. KANE and
DOLORES M. KANE, his wife

TO

SAMUEL H. SEWALL and
AVIS E. SEWALL, his wife
1103 Monroe St.
Annapolis Md

Received for Record 4 Day of April 1954, at 9:45 A.M. and the same day recorded in Liber J.H.H., No. 836 Pg. 406 Land Records of Anne Arundel County.

JOHN H. HOPKINS, 3rd Clerk

Pd. 5.00

McWILLIAMS, EVANS & MELVIN
ATTORNEYS AT LAW
ANNAPOLIS, MD.

SAMUEL H. SEWALL, SR., and
AVIS E. SEWALL, his wife
613 Severn Avenue
Annapolis, Maryland

BOOK 149 PAGE 561

Mortgagees

vs.

ROBERT Y. KANE and
DOLORES M. KANE, his wife
Woodland Beach
Edgewater, Maryland

Mortgagors

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY NO. 14918

..ooOoo..

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage	$500.00
Less: Total amount paid	22.17
Net Balance	$477.83
Plus accumulated interest to March 24, 1962 . . . (with interest thereafter at the rate of six per cent (6%) per annum)	224.58
Total amount of Mortgage Indebtedness	$702.41

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

I HEREBY CERTIFY that on the 22 day of March, 1962, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Samuel H. Sewall, Sr., and Avis E. Sewall, his wife, mortgagees in the above entitled cause, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Samuel H. Sewall Sr.
Samuel H. Sewall, Sr., Mortgagee

Charles C. Hartman Jr.
Notary Public

Avis E. Sewall
Avis E. Sewall, Mortgagee

My commission expires May 6, 1963.

FILED

1962 MAR 27 AM 11:24

6

BOOK 149 PAGE 562

SAMUEL H. SEWALL, SR., and AVIS E. SEWALL, his wife 613 Severn Avenue Annapolis, Maryland	:	IN THE
	:	CIRCUIT COURT
Mortgagees	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
ROBERT Y. KANE and DOLORES M. KANE, his wife Woodland Beach Edgewater, Maryland	:	EQUITY No. 14,918
	:	Docket 20, folio 177
Mortgagors	:	

..ooOoo..

AMENDED STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage . . . . . (5/24/54)	$500.00
Less: Total paid toward principal	22.17
Net Balance	477.83
Plus accumulated interest to 4/24/63	255.64
Less: Total paid toward interest	100.00
Total amount of mortgage indebtedness	$633.47

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 27 day of May, 1963, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Samuel H. Sewall, Sr., and Avis E. Sewall, his wife, mortgagees in the above entitled cause, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Samuel H Sewall 6o
Samuel H. Sewall, Sr. Mortgagee

Avis E. Sewall
Avis E. Sewall, Mortgagee

Notary Public

FILED

1963 MAY 29 AM 11:34

1253-A

Eq 14,918

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND

BOOK 149 PAGE 563

No.

BOOK 12 PAGE 124

Know all Men by these Presents:

THAT WE Samuel H. Sewall, Sr. and Avis E. Sewall, his wife

of Anne Arundel County, State of 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 Dollars *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* July *in the year of our Lord nineteen hundred and* sixty-three.

WHEREAS, the above bounden Samuel H. Sewall, Sr. and Avis E. Sewall, his wife *by virtue of a power contained in mortgage from* Robert Y. Kane and Dolores M. Kane, his wife

to Samuel H. Sewall, Sr. and Avis E. Sewall, his wife

dated May 24, 1954 *and recorded in Liber* 836 *No.* *folio* 406 *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* Samuel H. Sewall, Sr. and Avis E. Sewall, his wife *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

P. Edward Hartman II

✓ Samuel H. Sewall Sr. [SEAL]
Samuel H. Sewall, Sr.

✓ Avis E. Sewall [SEAL]
Avis E. Sewall

MARYLAND CASUALTY COMPANY

THE JOSEPH D. LAZENBY CO.

By Philip Richardson

By: Betty [illegible] Hall

ATTEST:

Shirley A. Myers

Bond approved this 16 day of July, 1963

Louis N. Phipps, Clerk

FILED

1963 JUL 16 PM 1:56

8

14918

Mortgage Sale

Of Valuable Fee Simple Residential Property

Under and by virtue of the power of sale contained in the second mortgage from Robert Y. Kane and Dolores M. Kane, said mortgage dated May 24, 1954, and recorded among the Land Records of Anne Arundel County in Liber 836, folio 406, the undersigned, mortgagees, 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, August 7, 1963 at 11:00 A.M. (D. S. T.

ALL those two lots or parcels of land situate in the First Election District of Anne Arundel County, Maryland, known and designated as Lots Nos. 3732 and 3733 on the plat entitled "Second Map of Woodland Beach" which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 25 (Plat Cabinet No. 1, Rod Y, Plat 11), subject to the covenants and restrictions of record and subject, further to a first mortgage dated October 9, 1950 to Arundel Building and Loan Association in the principal sum of $1,800.00 with interest at 6 per cent per annum payable at the rate of $18.00 monthly beginning November 1, 1950; said mortgage having been assigned to Annapolis Federal Savings & Loan Association, Inc. on July 1, 1961.

THE SAID PROPERTY being improved by an asbestos shingle frame dwelling containing four rooms, bath, basement and fireplace in basement.

No. E

9

TERMS OF SALE: A deposit of ten (10 per cent) 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 other assessments to be adjusted to the day of sale.

The balance due on the first mortgage will be announced at the time of sale.

SAMUEL H. SEWALL, SR. and
AVIS E. SEWALL, his wife
Mortgagees

FELL AND HARTMAN, Attorneys
182 Duke of Gloucester Street
Annapolis, Maryland
ROBERT H. CAMPBELL,
Auctioneer

A-5

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 143 PAGE 564

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 5, 1963

We hereby certify, that the annexed

Mortgage Sale

Robert Y. Kane

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 7th day of August, 1963. The first insertion being made the 15th day of July, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1963 AUG -7 AM 11:16

By A. Tilghman

BOOK 149 PAGE 565

SAMUEL H. SEWALL, SR., and AVIS E. SEWALL, his wife	:	IN THE CIRCUIT COURT
Mortgagees	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
ROBERT Y. KANE and DOLORES M. KANE, his wife	:	EQUITY NO. 14,918
Mortgagors	:	Docket 20, folio 177

..ocOoo..

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF MARYLAND)
) ss:
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that on this 13 day of August, 1963, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Samuel H. Sewall, Sr. and Avis E. Sewall, his wife, mortgagors, who made oath in due form of law that defendants, Robert Y. Kane and Dolores M. Kane, 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 affiants' source of information was the family of defendants.

SUBSCRIBED BEFORE ME this 13 day of August, 1963.

Samuel H Sewall Sr.
Samuel H. Sewall, Sr.

Charles C. Fortenbaugh
Notary Public

Avis E. Sewall
Avis E. Sewall

My commission Expires May 3, 1965.

FILED

1963 AUG 16 AM 11:49

10

ROBERT H. CAMPBELL - - - - Auctioneer

MORTGAGEES' SALE

OF VALUABLE FEE SIMPLE

Residential Property

Under and by virtue of the power of sale contained in the second mortgage from Robert Y. Kane and Dolores M. Kane, said mortgage dated May 24, 1954, and recorded among the Land Records of Anne Arundel County in Liber 836, folio 406, the undersigned, mortgagees, 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, AUGUST 7, 1963

AT 11:00 A.M.; (D.S.T.)

ALL those two lots or parcels of land situate in the First Election District of Anne Arundel County, Maryland, known and designated as Lots Nos. 3732 and 3733 on the plat entitled "Second Map of Woodland Beach" which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 25 (Plat Cabinet No. 1, Rod Y, Plat 11), subject to the covenants and restrictions of record and subject, further to a first mortgage dated October 9, 1950 to Arundel Building and Loan Association in the principal sum of $1,800.00 with interest at 6% per annum payable at the rate of $18.00 monthly beginning November 1, 1950; said mortgage having been assigned to Annapolis Federal Savings & Loan Association, Inc. on July 1, 1961.

THE SAID PROPERTY being improved by an asbestos shingle frame dwelling containing four rooms, bath, basement and fireplace in basement.

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 six per cent (6%) per annum to be paid in cash upon final ratification of sale.

The balance due on the first mortgage will be announced at the time of sale.

SAMUEL H. SEWALL, SR.
AVIS E. SEWALL, his wife

MORTGAGEES

FELL AND HARTMAN, Attorneys
182 Duke of Gloucester Street
Annapolis, Maryland

I HEREBY CERTIFY that the property described on the reverse side hereof was sold by me at public auction on August 7, 1963, at 11:00 A.M. to S. Michaelis at a price of Eight Hundred Fifty Dollars ($850.00) and I further certify that the sale was fairly conducted.

DATED this 12 day of August, 1963.

Robert H. Campbell, Auctioneer

FILED

1963 AUG 16 AM 11:49

12

BOOK 149 PAGE 568

SAMUEL H. SEWALL, SR. and AVIS E. SEWALL, his wife	:	IN THE CIRCUIT COURT
	:	FOR
Mortgagees	:	ANNE ARUNDEL COUNTY
vs.	:	Equity No. 14,918
ROBERT Y. KANE AND DOLORES M. KANE, his wife	:	Docket 20, folio 177
Mortgagors	:	

..ooOoo..

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

I HEREBY CERTIFY that on this 13th day of August, 1963, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared S. Michaelis, purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased the property at and for the price of Eight Hundred Fifty Dollars ($850.00) and that he purchased same as principal and not as agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the report of sale.

AS WITNESS my hand and Notarial Seal.

S. Michaelis

S. Michaelis

Mary Harrison

Notary Public

My commission expires May 3, 1965.

FILED

1963 AUG 16 AM 11:49

13
1033 A

SAMUEL H. SEWALL, Sr. and AVIS E. SEWALL, his wife	:	IN THE CIRCUIT COURT
Mortgagees	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
ROBERT Y. KANE and DOLORES M. KANE, his wife	:	Equity No. 14,918
Mortgagors	:	Docket 20, folio 177

..ooOoo..

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Samuel H. Sewall, Sr. and Avis E. Sewall, mortgagees named in a mortgage dated May 24, 1954 and recorded among the Land Records of Anne Arundel County in Liber 836, folio 406, from Robert Y. Kane and Dolores M. Kane, his wife to Samuel H. Sewall, Sr. and Avis E. Sewall, which mortgage is filed in said cause pending, respectfully shows:

That after giving bond with security for the faithful discharge of their 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 Evening Capital, a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, Samuel H. Sewall, Sr. and Avis E. Sewall, his wife, 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 7th day of August, 1963, at 11:00 A.M. attend at the Court House door and then and there sold the fee simple property situate, lying and being in Anne Arundel County, being known and described as follows:

All those two lots or parcels of land situate in the First Election District of Anne Arundel County, Maryland, known and designated as Lots Nos. 3732 and 3733 on the plat entitled "Second Map of Woodland Beach" which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 25 (Plat Cabinet No. 1, Rod Y, Plat 11) subject to the covenants and restrictions of record and subject, further to a first mortgage dated October 9, 1950 to Arundel

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1963 AUG 16 AM 11:49

BOOK 149 PAGE 570

Legal Notices

Mortgage Sale

Of Valuable Fee Simple Residential Property

Under and by virtue of the power of sale contained in the second mortgage from Robert Y. Kane and Dolores M. Kane, said mortgage dated May 24, 1954, and recorded among the Land Records of Anne Arundel County in Liber 836, folio 406, the undersigned, mortgagees, 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, August 7, 1963 at 11:00 A.M. (D. S. T.

ALL those two lots or parcels of land situate in the First Election District of Anne Arundel County, Maryland, known and designated as Lots Nos. 3732 and 3733 on the plat entitled "Second Map of Woodland Beach" which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 25 (Plat Cabinet No. 1, Rod Y, Plat 11), subject to the covenants and restrictions of record and subject, further to a first mortgage dated October 9, 1950 to Arundel Building and Loan Association in the principal sum of $1,800.00 with interest at 6 per cent per annum payable at the rate of $18.00 monthly beginning November 1, 1950; said mortgage having been assigned to Annapolis Federal Savings & Loan Association, Inc. on July 1, 1961.

THE SAID PROPERTY being improved by an asbestos shingle frame dwelling containing four rooms, bath, basement and fireplace in basement.

TERMS OF SALE: A deposit of ten (10 per cent) 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 other assessments to be adjusted to the day of sale.

The balance due on the first mortgage will be announced at the time of sale.

SAMUEL H. SEWALL, SR. and
AVIS E. SEWALL, his wife
Mortgagees

FELL AND HARTMAN, Attorneys
182 Duke of Gloucester Street
Annapolis, Maryland
ROBERT H. CAMPBELL,
Auctioneer A-5

Building *& Loan Association in the principal sum of $1,800.00 with interest at 6% per annum payable at the rate of $18.00 monthly beginning November 1, 1950; said mortgage having been assigned to Annapolis Federal Savings & Loan Association, Inc., on July 1, 1961.

By the Terms of Sale, a Cash deposit of ten per cent (10%) of the sale price was required of the purchaser at the time and place of sale and taxes and other expenses to be adjusted to the day of sale.

The property was sold to S. Michaelis in fee simple, subject to the first mortgage as set out in the description, said mortgage having a balance due of Two Thousand Thirteen Dollars Sixty-nine Cents ($2,013.69) plus interest at the rate of Thirty-three Cents (33¢) per day after August 7, 1963; the sale price was Eight-Hundred Fifty Dollars ($850.00) said purchaser being then and there the highest bidder.

Samuel H. Sewall, Sr.

C. Edward Hartman, II

Avis E. Sewall

Fell and Hartman
182 Duke of Gloucester Street
Annapolis, Maryland
CO7-8166

Attorneys for Mortgagees

AFFIDAVIT

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

I HEREBY CERTIFY that on this 17 day of August, 1963, before me, the subscriber, a Notary Public of the State and County aforesaid personally appeared Samuel H. Sewall, Sr. and Avis E. Sewall, his wife, mortgagees, who 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.

AS WITNESS my hand and Notarial Seal.

Notary Public
My commission expires May 3, 1965.

15

ORDER NISI

BOOK 149 PAGE 572

SAMUEL H. SEWALL, SR. AND
AVIS E. SEWALL, HIS WIFE

versus

ROBERT Y. KANE AND
DOLORES M. KANE, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 14,918 Equity

Ordered, this 16th day of August, 1963, That the sale of the property in these proceedings mentioned made and reported by Samuel H. Sewall, Sr. and Avis E. Sewall, mortgagees named in mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of September next.

The report states that the amount of sale was $ 850.00

Lewis N. Phipps Clerk.

True Copy,

TEST: Clerk.

C. Edward Hartman, II, Atty. FOR: EVENING CAPITAL - Aug. 20th Edition

(Final Order)

SAMUEL H. SEWALL, SR. AND
AVIS E. SEWALL, HIS WIFE

versus

ROBERT Y. KANE AND
DOLORES M. KANE, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of September, 1963 that the sale made and reported by the Mortgagees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Mortgagees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

D. Brooke Dorsett
JUDGE.

FILED
1963 SEP 27 PM 2:16

16

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,918 EQUITY
SAMUEL H. SEWALL, SR. AND
AVIS E. SEWALL, HIS WIFE
versus
ROBERT Y. KANE and
DOLORES M. KANE, his wife

Order Nisi

Ordered, this 16th day of August, 1963, That the sale of the property in these proceedings mentioned made and reported by Samuel H. Sewall, Sr. and Avis E. Sewall, mortgagees named in mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of September next.

The report states that the amount of sale was $850.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk
S-10

FILED
1963 SEP 26 PM 12:02
No. E. C. 17

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 573

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 26 19 63

We hereby certify, that the annexed

Order Nisi Sale

Eq. 14,918

Robert Y. Kane

was published in

Evening Capital

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilkinson

BOOK 149 PAGE 574

In the Case of

SAMUEL H. SEWALL, SR. and AVIS E. SEWALL, his wife,

VS.

ROBERT Y. KANE and DOLORES M. KANE, his wife

In the

Circuit Court

For

Anne Arundel County

No. 14,918 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 OCT 18 AM 10:29

All of which is respectfully submitted.

October 18, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 5th day of November, 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: L. Murphy, deputy

FILED
1963 NOV -5 AM 9:15

18

Dr. SAMUEL H. SEWALL, SR. and AVIS E. SEWALL, his wife, vs
ROBERT Y. KANE and DOLORES M. KANE, his wife,

BOOK 149 PAGE 575

In Acct. with SAMUEL H. SEWALL, SR. and AVIS E. SEWALL, Mortgagees

					Cr.	
1963						
Aug.	7	Proceeds of Sale	850	00		
		Interest on deferred payment of $550.00				
		from 8/7/63 to 10/4/63	5	31	855	31
					855	31
		To Mortgagees for commissions, viz:	51	77		
		To C. Edward Hartman, II - counsel fee	75	00	126	77
		To Mortgagees 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 Mortgagees for expenses, viz:				
		Capital Gazette Press - advertising sale	73	52		
		Capital Gazette Press - Order nisi, sale	15	00		
		Speer Publications - handbills	18	03		
		Robert H. Campbell - auctioneer's fee	50	00		
		Maryland Casualty Co. - bond premium	10	00		
		One-half cost documentary stamps	1	65		
		Charles C. Hartman, Jr. - notary fees	1	00		
		Geo. A. Erickson - notary fees	1	00	170	20
		To Samuel H. Sewall, Sr. & Avis E. Sewall				
		this balance on account of claim filed	497	84	497	84
					855	31

		Amount of Mortgage claim filed	633	47		
		Interest on principal balance of $477.83				
		from 4/24/63 to 11/4/63 - 194 days @ 6%	15	25		
			648	72		
		Cr. - amount allowed above	497	84		
		Balance subject to Decree in Personam	150	88		

BOOK 143 PAGE 577

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

vs.

HERBERT HINES, JR. and LAURA H. HINES, his wife, and JOHN LAWRENCE HINES and AGNES L. HINES, his wife

Docket ..... Folio .....
Case No. 15,816
Filed .....

IN THE

Circuit Court ~~for Baltimore City~~

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 13th day of January A.D. 1960 the defendants executed and delivered to Belair Road Building and Loan Association, Incorporated, a mortgage upon certain fee simple property in ~~the City of Baltimore~~ County of Anne Arundel, therein described, to secure the payment of the mortgage debt of $9,000.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any convenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That default has occurred in the terms and conditions of said mortgage.

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

And as in duty, &c.

J. Calvin Carney

J. Calvin Carney, Jr. *Attorney for Plaintiff*
3 E. Lexington Street
Baltimore 2, Md. - PL 2-8445

FILED
1963 AUG 20 PM 4:17

BOOK 149 PAGE 518

Law Offices
J. CALVIN CARNEY
3 East Lexington St.
Baltimore 2, Md.

BUILDING ASSOCIATION :

BOOK 1364 PAGE 326

No. 15,816 Equity

This Mortgage, Made this 13th day of January

in the year one thousand nine hundred and sixty between Herbert Hines, Jr., and Laura H. Hines, his wife, and John Lawrence Hines, and Agnes L. Hines, his wife,

of the County of Anne Arundel, in the State of Maryland, Mortgagors, and the Belair Road Building and Loan Association, Incorporated,

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagors

being members of the said body corporate

have received therefrom an advance of Nine thousand ---------- ($9000.00) ----------Dollars

on Ninety (90) shares of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

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

do grant unto the said Mortgagee

and its successors and assigns, all that lot

piece or parcel of ground situate and lying in the County of Anne Arundel, State of Maryland,

and described as follows: Beginning for the same at a point in the easternmost Right of Way Line of Maryland Route No. 2 leading from Baltimore to Glen Burnie said point of beginning being the intersection between the aforesaid Easternmost Right of Way Line with the second south eighty four degrees forty three minutes west one hundred seventy five and five tenths feet line in a deed dated September 19, 1941 from Elizabeth Braun Leader to James B. Templeton said point of intersection being situated fifty feet measured radially to the left of Station 92 + 66.41 of the Base Line of Right of Way as said Base Line of Right of Way is delineated on the State Roads Commissioner's Plat No. 21971 attached hereto and made a part hereof thence running and binding along a part of the aforementioned second or south eighty four degrees forty three minutes west one hundred seventy five and five tenths feet line as now surveyed north eighty four degrees twelve minutes twenty nine seconds east

FILED

1960 AUG 20 PM 1

Petitioners Exhibit #1

one hundred fifty four and thirty six hundredths feet thence southseven degrees four minutes thirty one seconds east thirty two and ten hundredths feet thence south seventy nine degrees fifty one minutes twenty nine seconds west one hundred twenty seven and seventy hundredths feet thence south six degrees thirty seven minutes twenty nine seconds west eighteen and fourteen hundredths feet thence south eighty four degrees fifty two minutes twenty nine seconds west thirty-one and ninety-nine hundredths feet to intersect the aforementioned easternmost Right of Way Line of Maryland Route No. 2 leading from Baltimore to GlenBurnie thence binding thereon by a curve to the right having a radius of 8787.20 feet for a distance of sixty and ninety two hundredths feet said curve being subtended by a chord bearing south two degrees twenty one minutes forty two seconds west for a distance of sixty and ninety one hundredths feet to the place of beginning. Containing 7910 more or less square feet.

Being the same lot of ground described in a Deed from State Roads Commission of Maryland acting for and on behalf of the State of Maryland to Herbert Hines, Jr., and John Lawrence Hines dated August 4, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1326, folio 5.

In the event of sale or transfer of this property subject to this mortgage anything herein to the contrary notwithstanding, the entire mortgage indebtedness shall immediately become payable in full without demand.

TOGETHER with the improvements thereon; and the rights and appurtenances thereto belonging or appertaining; including all heating, oil burner, plumbing and electrical apparatus, fixtures and equipment contained therein.

TO HAVE AND TO HOLD the said lot of ground and premises, unto the said Mortgagee, its successors and assigns, during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever / in fee simple.

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

AND the said Mortgagor s, for themselves, their heirs, executors, administrators and assigns, covenant with the said Mortgagee its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns weekly, the sum of Twenty cents on each of said Ninety shares of stock as dues, until the combined payment of dues shall amount to One-hundred Dollars for each of said Ninety shares, and also to pay weekly, the sum of Twelve cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of One-hundred dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the ground rent and insurance upon said property, the said MORTGAGOR s hereby covenant to pay to the said MORTGAGEE, the further sum of Three Dollars and Forty cents weekly, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGOR s will on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on them by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, or any other hazard required by the said MORTGAGEE, 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.

BOOK 1364 PAGE 330

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

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

WITNESS the hands and seals of the said Mortgagor s.

TEST:

Elizabeth McC. West

Herbert Hines, Jr. (SEAL)

Laura H. Hines (SEAL)

John Lawrence Hines (SEAL)

Agnes L. Hines (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE SS:

I HEREBY CERTIFY, that on this 13th day of January in the year one thousand nine hundred and sixty, before me, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Herbert Hines, Jr., Laura H. Hines, his wife, John Lawrence Hines, Agnes L. Hines, his wife, the Mortgagor s named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared J. Calvin Carney, Agent for Belair Road Building and Loan Association, Incorporated, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as therein set forth; and further, that he is ~~President and~~ Agent of said body corporate and is duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Elizabeth McC. West
Notary Public.

ELIZABETH McC. WEST NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Jan. 16, 1960 at 9:03 A.M.

Mailed to J. Calvin Carney

$.50

STATEMENT OF MORTGAGE CLAIM

BOOK 143 PAGE 581

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

vs.

HERBERT HINES, JR. and LAURA H. HINES, his wife
JOHN LAWRENCE HINES and AGNES L. HINES, his wife

IN THE

CIRCUIT COURT

— OF —

ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

No. 15,816 Equity

STATEMENT OF MORTGAGE DEBT

Amount of Loan	$9,000.00
Paid on a/c Principal	2,593.08
Balance due on Principal	$6,406.92
Short Expense Account	5.50
Balance	$6,412.42
20 wks. interest to 8/13/63 @ 7.80 per wk., interest thereafter in the amount of $7.80 in accordance with terms of mortgage	156.00
Total	6,568.42

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

By Joseph R. Wunderlich
Joseph R. Wunderlich, Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 14th day of August 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 Joseph R. Wunderlich, Secretary of Belair Road Building and Loan Association, Incorporated,

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

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1963 AUG 20 PM 4:17

As witness my hand and Notarial Seal,

Mary E. Munley
Notary Public.

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

BOOK 149 PAGE 582

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

vs.

HERBERT HINES, JR. and LAURA H. HINES, his wife, and JOHN LAWRENCE HINES and AGNES L. HINES, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY

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

No. 75816 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 J. David Lassahn, President of Belair Road Building and Loan Association, Incorporated and made oath in due form of law that he ~~(she)~~ knows the defendant herein, and that to the best of his ~~(her)~~ information, knowledge and belief

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

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

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

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

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

By J. David Lassahn
Affiant.
J. David Lassahn, President

BUILDING & LOAN ASSOCIATION, INC. 1926 MARYLAND

Subscribed and sworn to before me this 14th day of August 19 63

Mary E. Munley
Notary Public
Mary E. Munley

MARY E. MUNLEY NOTARY PUBLIC BALTIMORE, MD.

FILED

1963 AUG 20 PM 4 17 12

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BOOK 143 PAGE 383

DECREE FOR SALE OF MORTGAGE PREMISES

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

vs.

HERBERT HINES, JR. and LAURA H. HINES, his wife, and JOHN LAWRENCE HINES and AGNES L. HINES, his wife

IN THE

CIRCUIT COURT ~~No. 2~~
FOR
~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY

No. 15,816 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 21st **day of** August **in the year** for Anne Arundel County **nineteen hundred and** sixty-three, **by the Circuit Court** ~~of Baltimore City~~, **ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that** J. Calvin Carney 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 Nine Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $1000.00 at time of sale, balance in cash upon final ratification or 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/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.

O. Bowie Duckett

FILED

1963 AUG 21 AM 10:41

7

#15,816 Equity

Trustee's Bond

KNOW ALL MEN BY THESE PRESENTS: BOOK 12 PAGE 165

BOOK 143 PAGE 534

THAT WE J. Calvin Carney, 3 E. Lexington Street, Baltimore, Maryland 21202 as principal, and Maryland Casualty Company a corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand and 00/100 ($ 9,000.00) . . . . . Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 22nd day of August in the year of our Lord one thousand nine hundred and sixty-three.

WHEREAS, the above bounden J. Calvin Carney by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, Md., has been appointed trustee to sell Certain Property

mentioned in the proceedings in the case of Belair Road Building and Loan Association, Inc.

vs.

and Laura H. Hines, his wife

Herbert Hines, Jr./and John Lawrence Hines, and Agnes L. Hines, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN J. Calvin Carney 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

J. Calvin Carney (SEAL)

(SEAL)

MARYLAND CASUALTY COMPANY (SEAL)

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

Signed, sealed and delivered in the presence of

Mary E. Munder

L. Pill. (L. Pill)

State of Maryland, Baltimore City, sct:

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

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

MARYLAND CASUALTY COMPANY

By: Albert H. Walker
Vice President

ATTEST:
D. W. Vauthier
Assistant Secretary

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

August 22, 1963

MARYLAND CASUALTY COMPANY

D. W. Vauthier *Assistant Secretary*

Bond approved this 10th day of September, 1963

Louis N. Phipps, Clerk

FILED
1963 SEP 10 AM 10:08

BOOK 149 PAGE 585

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13th day of Sept., 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared James Fraley & James H. Harrell, purchaser at the foreclosure sale in this cause, and made oath in due form of law (that he/~~is~~ the purchaser and purchased the same as principal and not as agent for anyone) (~~that he is the agent for the purchaser~~, _____,) and that he/~~has~~ not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

James Fraley (SEAL)
Purchaser

James H. Harrell

Notary Public

FILED
1963 SEP 19 PM 12:10

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BOOK 149 PAGE 586

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED	:	IN THE
	:	CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
HERBERT HINES, JR., and LAURA H. HINES, his wife JOHN LAWRENCE HINES and AGNES L. HINES, his wife	:	#15,816 EQUITY

REPORT OF SALE

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

The Report of Sale of J. Calvin Carney, Trustee, appointed by the decree in the above entitled cause, to make sale of fee simple property known as No. 6027 Ritchie Highway, 3rd Election District, 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 the Maryland Gazette, a weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, and in the Sunday Sun and Sunday American, weekly newspapers published in Baltimore City on the two Sundays preceding the sale, said Trustee, J. Calvin Carney, did, pursuant to said notice on Friday, September 13, 1963 at 2:00 o'clock p.m. attend on the premises and then and there sold fee simple property 6027 Ritchie Highway, 3rd Election District, Anne Arundel County, fully and particularly described in these proceedings and in the attached advertisement made part hereof, and as per auctioneer's receipt hereto attached and announcement which was read by the auctioneer and announced prior to the sale, said auctioneer's receipt and

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

FILED

1963 SEP 19 PM 12:10

10

announcement being made part of this Report of Sale, unto James Fraley and James H. Harrell, as per affidavit attached hereto and made part hereof, at and for the sum of $6800.00, said purchasers being then and there and at that price the highest bidders therefor; said property sold in fee simple and free of all liens and encumbrances except the right of way of Brooks, if it exists, as to which no warranty or representation is made vel non, that is to say, if the right-of-way exists, the sale is made subject to such right-of-way; if the right-of-way does not exist, the sale is made free and clear of said right-of-way, as of the terms of said announcement and auctioneer's receipt.

J. CALVIN CARNEY, Solicitor

Respectfully submitted,

J. Calvin Carney, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 7th day of September, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared J. Calvin Carney, 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.

J. CALVIN CARNEY, JR.,
3 E. Lexington St.,
Baltimore 2, Maryland

Trustee's Sale

Valuable Fee Simple Property

known as No. 6027 Ritchie Highway, 3rd Election District, Anne Arundel County, Md.

Under and by virtue of decree of Circuit Court for Anne Arundel County, in Equity, in the case entitled Belair Road Building and Loan Association vs. Herbert Hines, Jr., and Laura H. Hines, his wife, and John Lawrence Hines and Agnes L. Hines, his wife (decree for sale of mortgaged premises), the undersigned trustee will sell at public auction on the premises on

Mary E. Munley

Mary E. Munley, Notary Public

MARY E. MUNLEY NOTARY PUBLIC BALTIMORE, MD.

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

BOOK 149 PAGE 588

Fri., Sept. 13, 1963
at 2:00 O'Clock p.m.

ALL THAT PARCEL OF GROUND situate and lying in Anne Arundel County, located in the 3rd Election District and described as follows:

Beginning for the same at a point in the easternmost Right of Way Line of Maryland Route No. 2 leading from Baltimore to Glen Burnie, said point of beginning being the intersection between the aforesaid Easternmost Right of Way Line with the second south 84 degrees 43 minutes west 175.5 feet line in a deed dated September 19, 1941 from Elizabeth Braun Leader to James B. Templeton said point of intersection being situated 50 feet measured radially to the left of Station 92 plus 66.41 of the Base Line of Right of Way as said Base Line of Right of Way is delineated on the State Roads Commissioner's Plat No. 21971 attached hereto and made a feet said curve being subtended part hereof, thence running and binding along a part of the aforementioned second or south 84 degrees 43 minutes west 175.5 feet line as now surveyed north 84 degrees 12 minutes 29 seconds east 154.36 feet thence south 7 degrees 4 minutes 31 seconds east 32.10 feet thence south 79 degrees 51 minutes 29 seconds west 127.70 feet ehence south 6 degrees 37 minutes 29 seconds west 18.14 feet thence south 84 degrees 52 minutes 29 seconds west 31.29 feet to intersect the aforementioned easternmost Right of Way Line of Maryland Route No. 2 leading from Baltimore to Glen Burnie thence binding thereon by a curve to the right having a radius of 8787.20 feet for a distance of 60.92 feet thence south 6 degrees 37 by a chord bearing south 2 degrees 21 minutes 42 seconds west for a distance of 60.91 feet to the place of beginning. Containing 7910 more or less square feet. In fee simple. Being the same lot of ground described in a Deed from State Roads Commission of Maryland acting for and on behalf of the State of Maryland to Herbert Hines, Jr. and John Lawrence Hines dated August 4, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1326 folio 5. Improved in part by a concrete block garage.

Terms of Sale: Cash deposit of $1,000.00 required of purchaser at time and place of sale; balance of purchase money upon final ratification of sale by Circuit Court for Anne Arundel County; purchase price to bear interest from day of sale to date of settlement; taxes and all other expenses, including Sanitary District Charges, if any, to be adjusted on an annual basis as of day of sale; cost of all documentary stamps to be borne by the purchaser.

J. CALVIN CARNEY, Trustee

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

BOOK 149 PAGE 589

CONTRACT OF SALE

Baltimore, September 13, 19 63

I/We _____ have this day purchased at Public Auction for the price of $ -6800- the property No. 6027 Ritchie Highway, 3rd Elec. Dist. Anne Arundel County, Md. In Fee-Simple

From J. Calvin Cerney, Trustee SEE ATTACHED MEMO RE: RIGHT OF WAY. TRUSTEE DOES NOT GUARANTEE OR MAKE ANY REPRESENTATIONS AS TO EXISTANCE OR RIGHT OF WAY OR NOT.

of which a deposit of $1000 — Dollars has been paid. Balance of purchase money to be paid upon ratification of sale by the Circuit Court Anne Arundel County of Baltimore City, All rents, taxes and expenses to be adjusted to date of Sale.

The Daily Record Advertisement of August 23, 1963, is hereby incorporated herein.

Signed: James Farrell (Seal)
Purchaser

(Seal)
Purchaser

(Seal)

(Seal)

WITNESS:
as to signatures and
receipt of deposit.

E. T. Newell & Co., Inc.
Auctioneers

Auctioneer's announcement to be made at sale of 6027 Ritchie H.W.

The property to the north, owned by Mr. Brooks, claims to have a right-of-way across the property to be offered for sale. The Trustee denies that any such right exists. This property is being sold free and clear of any right-of-way. However, if any right-of-way exists, the purchaser takes subject to such rights of the adjoining property owner and no claim for recission of the sale or allowance of any kind will be entertained, and the purchaser must take the property as is, whether it is subject to the easement of the adjoining property owner across the same to Ritchie Highway or not.

FILED

1963 SEP 19 PM 12:10

ORDER NISI

BOOK 143 PAGE 590

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

versus

HERBERT HINES, JR., AND LAURA H. HINES, HIS WIFE

JOHN LAWRENCE HINES AND AGNES L. HINES, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,816 Equity

Ordered, this 19th day of September, 1963, That the sale of the property in these proceedings mentioned made and reported by J. Calvin Carney, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of October next.

The report states that the amount of sale was $ 6,800.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

J. Calvin Carney, Atty. FOR: MARYLAND GAZETTE Sept. 26th Edition

(Final Order)

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

versus

HERBERT HINES, JR., AND LAURA H. HINES, HIS WIFE

JOHN LAWRENCE HINES AND AGNES L. HINES, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 29th day of October, 1963 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed ~~the~~ usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse JUDGE.

FILED

1963 OCT 29 PM 1:58

14

J. CALVIN CARNEY, Solicitor
J. CALVIN CARNEY, Jr., Solicitor
3 E. Lexington St.,
Baltimore 2, Maryland

Trustee's Sale

Valuable Fee Simple Property

known as No. 6027 Ritchie Highway, 3rd Election District, Anne Arundel County, Md.

Under and by virtue of decree of Circuit Court for Anne Arundel County, in Equity, in the case entitled Belair Road Building and Loan Association vs. Herbert Hines, Jr., and Laura H. Hines, his wife, and John Lawrence Hines and Agnes L. Hines, his wife (decree for sale of mortgaged premises), the undersigned trustee will sell at public auction on the premises on

Fri., Sept. 13, 1963
at 2:00 O'Clock p.m.

ALL THAT PARCEL OF GROUND situate and lying in Anne Arundel County, located in the 3rd Election District and described as follows:

Beginning for the same at a point in the easternmost Right of Way Line of Maryland Route No. 2 leading from Baltimore to Glen Burnie, said point of beginning being the intersection between the aforesaid Easternmost Right of Way Line with the second south 84 degrees 43 minutes west 175.5 feet line in a deed dated September 19, 1941 from Elizabeth Braun Leader to James B. Templeton said point of intersection being situated 50 feet measured radially to the left of Station 92 plus 66.41 of the Base Line of Right of Way as said Base Line of Right of Way is delineated on the State Roads Commissioner's Plat No. 21971 attached hereto and made a No. 15 feet said curve being subtended part hereof, thence running and binding along a part of the aforementioned second or south 84 degrees 43 minutes west 175.5 feet line as now surveyed north 84 degrees 12 minutes 29 seconds east 154.36 feet thence south 7 degrees 4 minutes 31 seconds east 32.10 feet thence south 79 degrees 51 minutes 29 seconds west 127.70 feet thence south 6 degrees 37 minutes 29 seconds west 18.14 feet thence south 84 degrees 52 minutes 29 seconds west 31.29 feet to intersect the aforementioned easternmost Right of Way Line of Maryland Route No. 2 leading from Baltimore to Glen Burnie thence binding thereon by a curve to the right having a radius of 8787.20 feet for a distance of 60.92 feet thence south 6 degrees 37 by a chord bearing south 2 degrees 21 minutes 42 seconds west for a distance of 60.91 feet to the place of beginning. Containing 7910 more or less square feet. In fee simple. Being the same lot of ground described in a Deed from State Roads Commission of Maryland acting for and on behalf of the State of Maryland to Herbert Hines, Jr. and John Lawrence Hines dated August 4, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1326 folio 5. Improved in part by a concrete block garage.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 143 PAGE 591

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 1, 1963

We hereby certify, that the annexed

Trustee's Sale

Herbert Hines, Jr.

No. 15,816 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 13th day of September, 1963. The first insertion being made the 22nd day of August, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 OCT 10 AM 9:37

By H. Tilghman

Terms of Sale: Cash deposit of $1,000.00 required of purchaser at time and place of sale; balance of purchase money upon final ratification of sale by Circuit Court for Anne Arundel County; purchase price to bear interest from day of sale to date of settlement; taxes and all other expenses, including Sanitary District Charges, if any, to be adjusted on an annual basis as of day of sale; cost of all documentary stamps to be borne by the purchaser.

J. CALVIN CARNEY, stee

E. T. NEWELL & CO. INC.,
Auctioneers S-12

BOOK 149 PAGE 592

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 149 PAGE 593

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 21, 1963

We hereby certify, that the annexed

Order Nisi - Sale

Equity No. 15,816

" Herbert Hines, 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 28th day of October, 1963. The first insertion being made the 26th day of September, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,816 EQUITY

Belair Road Building and Loan Association, Incorporated

versus

HERBERT HINES, JR., AND LAURA H. HINES, HIS WIFE

Ordered, this 19th day of September, 1963, That the sale of the property in these proceedings mentioned made and reported by J. Calvin Carney, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of October next.

The report states that the amount of sale was $6,800.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

O-17

FILED 1963 OCT 22 PM 4:31

No. M. G. 5-45-4

16

BOOK 149 PAGE 594

In the Case of

BELAIR ROAD BUILDING & LOAN ASSOCIATION, INC

VS.

HERBERT HINES, JR., & LAURA H. HINES, his wife, AND JOHN LAWRENCE HINES, & AGNES L. HINES, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,816 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 NOV 20 AM 11:27 FILED

All of which is respectfully submitted.

Charles A. Anderson, Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 6th day of December, 19____, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: A. Jankowski, deputy

FILED
1963 DEC -6 PM 3:37

17

Dr. Mortgaged Real Estate of Herbert Hines, Jr., & Laura H. Hines, his wife, and John Lawrence Hines & Agnes L. Hines, his wife

In Acct. with J. Calvin Carney, Trustee

				Cr.	
By	Amount of Sale, as per Trustee's Report of Sale filed			6,800 00	
By	Interest, 6%, on deferred payment $5,800.00 from 9/13/63 to 11/12/63			58 00	
By	Adjustment, Real Estate Taxes from 9/13/63 to 12/31/63			54 87	
By	Return premium on insurance cancelled			30 82	
					6,943 69
To	Trustee, for fee, viz:	100 00			
To	Trustee for commission, viz:	234 00			
				334 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., Adv. & Nisi - Sale	120 00			
	Sunpapers - Advertisement - Sale	29 70			
	Sunday American - Advertisement - Sale	24 50			
	Maryland Casualty Company - bond	36 00			
	Schmeiser & Schone - insurance	38 31			
	E.T. Newell & Co. Inc. - auctioneer's fee	50 00			
				298 51	
To	Belair Road Building & Loan Assoc. Inc., Mortgagee, on account of Mortgage claim	6,250 68			
				6,250 68	
					6,943 69
	Amount due on Mortgage, as per claim filed	6,568 42			
	Interest from 8/14/63 to 12/10/63, 17 weeks @ $7.80	132 60			
		6,701 02			

Credit amount allowed above	6,250	68
This amount subject to decree in personam	450	34

BOOK 149 PAGE 597

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
JACK D. SHIFLETT AND NINA SHIFLETT, HIS WIFE	:	(In Equity)

No. 15,808 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 Jack D. Shiflett and Nina Shiflett, his wife to Baltimore Federal Savings and Loan Association, dated July 13th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1315 folio 473.

Walter S. Calwell

Walter S. Calwell
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore 2, Mary - 21202

Le 9-6841

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1963 AUG 20 AM 9:27

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 149 PAGE 598
BOOK 1315 PAGE 473

MARYLAND

No. 15,808 Equity

MORTGAGE

THIS MORTGAGE, made this 13th day of July, A. D. 19 59, by and between JACK D. SHIFLETT and NINA SHIFLETT, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and Baltimore Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of FOURTEEN THOUSAND and 00/100ths Dollars ($ 14,000.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one-fourth per centum (5 1/4 %) per annum until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Seventy-Seven and 31/100ths Dollars ($ 77.31), commencing on the first day of August, 19 59, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 19 89. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 3, Block G, as shown on the Plat entitled "Section 2, Hammarlee Estates," which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 30, folio 36. The improvements thereon being known as No. 105 Hollywood Drive.

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

FILED

1963 AUG 20 AM 9:27

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

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Twenty ($120.00) Dollars payable half-yearly on the 13th days of January and July in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty/ Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Vcterans 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 amendcd, 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 exccuted 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 opcration of law or otherwise.

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

Witness:

C. Rider Brandau Jr.
C. RIDER BRANDAU, JR.

Jack D. Shiflett [SEAL]
Jack D. Shiflett

[SEAL]

Nina Shiflett [SEAL]
Nina Shiflett

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1315 PAGE 477

I HEREBY CERTIFY, That on this 13th day of July, 19 59, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared Jack D. Shiflett and Nina Shiflett, 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 madc oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

C. RIDER BRANDAU, JR. NOTARY PUBLIC BALTIMORE, MD.

C. Rider Brandau Jr.
11.00 C. RIDER BRANDAU, JR. Notary Public.

Rec'd for record July 27, 1959, at 9:00 A.M.
Mailed to The Colonial Title Guarantee Co.

ication No. 51310
ten by med
ored by Examined
ly for Record

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(IN EQUITY)

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
JACK D. SHIFLETT AND
NINA SHIFLETT, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL, BOOK 149 PAGE 602 IN THE

Attorney Named in Mortgage CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS. IN EQUITY

JACK D. SHIFLETT AND No. 15,808 Equity

NINA SHIFLETT, HIS WIFE

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of **Baltimore Federal Savings and Loan Association**
under the mortgage from **Jack D. Shiflett and Nina Shiflett, his wife**
to **Baltimore Federal Savings and Loan Association**
dated the **13th** day of **July** 19 59, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1315** Folio 473 .

Amount of Mortgage	**$14,000.00**
Less - amount paid on principal	**717.87**
	13,282.13
Plus - interest to 8/5/63	474.58
	13,756.71
Plus - overdraft in expense account	144.35
	13,901.06

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **19th** day of **August** in the year nineteen hundred and **sixty-three** before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared **Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association** holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

FILED

1963 AUG 20 AM 9:27

Clara M. Link Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

BOOK 149 PAGE 603 No. 15,608 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 19th day of August 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, Jack D. Shiflett and Nina Shiflett, 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 AUG 20 AM 9:27

7

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

Attorney's Sale
Of
Valuable Leasehold Property

Under and by virtue of the power and authority contained in a Mortgage from Jack D. Shiflett and Nina Shiflett, his wife to Baltimore Federal Savings and Loan Association, dated July 13th, 1959 and recorded among the Land Records ofAnne Arundel County in Liber G.T.C. No. 1315 folio 473 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., Sept. 24, 1963
at 3:40 P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, Maryland in the Development of "Hammarlee Estates" off Furnace Branch Road — Glen Burnie Section, and described as follows:

BEING known and designated as Lot No. 3, Block G, as shown on the Plat entitled "Section 2, Hammarlee Estates," which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 30, folio 36. The improvements thereon being known as No. 105 Hollywood Drive.

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

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

The improvements consist of a one story brick and frame bungalow, containing 5 rooms (3 bedrooms) 1 bath, forced warm air gas fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage

E. T. NEWELL & CO. INC.
Auctioneer

s-19

No. 8

OFFICE OF

No. 15,808 & 5

Maryland Gazette

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

BOOK 149 PAGE 604

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 21, 1963

We hereby certify, that the annexed

Attorney's Sale

Jack D. Shiflett

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of September, 1963. The first insertion being made the 29th day of August, 1963.

FILED
1963
SEP 23 AM 10:11

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

No 15808 Equity

Mortgagee and Attorney's Bond.

1-369

BOOK 12 PAGE 173

BOOK 149 PAGE 605

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 0466-0274-1943-63

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore 2, Maryland as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FOURTEEN THOUSAND AND NO/100 - ($14,000.00) 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 23rd day of September 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 Jack D. Shiflett & Nina Shiflett, his wife, to the Baltimore Federal Savings & Loan Association bearing date the 13th day of July nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1315, Folio 473, and

105 Hollywood Drive - 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. Fink

Witness as to Surety:

M. Greller

M. Greller

Walter S. Calwell (Seal)

Walter S. Calwell (Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By William A. Weech, Attorney-in-fact

1963 SEP 24 AM 11:04

Bond approved this 24th day of Sept, 1963

Lorenz N. Phipps, Clerk

9

BOOK 149 PAGE 606

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JACK D. SHIFLETT AND NINA SHIFLETT, HIS WIFE	:	Equity No. 15808

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 24th day of September, 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.

By Charles E. Williams
Purchaser

Charles E. Williams, Vice President

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

FILED
1963 SEP 26 AM 11:25

Clara M. Link
Clara M. Link Notary Public

.10

BOOK 149 PAGE 607

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JACK D. SHIFLETT AND NINE SHIFLETT, HIS WIFE	:	(In Equity) - No. 15808
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated July 13th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1315 folio 473 from said Jack D. Shiflett and Nine Shiflett, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 24th day of September, 1963 at 3.40 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 3, Block G, as shown on the Plat entitled "Section 2, Hammarlee Estates", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 36, the improvements whereon are known as No. 105 Hollywood Drive; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1963 SEP 26 AM 11:25

BOOK 149 PAGE 608

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 Jack D. Shiflett and Nina Shiflett, his wife to Baltimore Federal Savings and Loan Association, dated July 13th, 1959 and recorded among the Land Records ofAnne Arundel County in Liber G.T.C. No. 1315 folio 473 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., Sept. 24, 1963, at 3:40 P.M. (E.D.T.)

all that leaschold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, Maryland in the Development of "Hammarlee Estates" off Furnace Branch Road — Glen Burnie Section, and described as follows:

BEING known and designated as Lot No. 3, Block G, as shown on the Plat entitled "Section " Hammarlee Estates," which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 30, folio 36. The improvements thereon being known as No. 105 Hollywood Drive.

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

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

The improvements consist of a one story brick and frame bungalow, containing 5 rooms (3 bedrooms) 1 bath, forced warm air gas fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage

E. T. NEWELL & CO. INC.
Auctioneer

5-19

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Thirteen Thousand ($13,000.00) Dollars, subject to the payment of an annual ground rent of $120.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 25th day of September, 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

FILED
1963 SEP 26 AM 11:25

12

ORDER NISI

WALTER S. CALWELL, Attorney Named in Mortgage

versus

JACK D. SHIFLETT AND NINE SHIFLETT, his wife

BOOK 149 PAGE 610

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,808 Equity

Ordered, this 26th day of September, 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 4th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of November next.

The report states that the amount of sale was $13,000.00

Louis N. Phipps, Clerk.

True Copy,

TEST: Louis N. Phipps, Clerk.

Walter S. Calwell, Atty.

Maryland Gazette (for Oct. 3 edition)

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

JACK D. SHIFLETT AND NINE SHIFLETT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of November, 1963 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bruce Dudley

JUDGE.

FILED

1963 NOV -5 AM 11:19

13

BOOK 149 PAGE 611

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR
JACK D. SHIFLETT AND NINA SHIFLETT, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	In Equity - No. 15808

PETITION TO SUBSTITUTE A PURCHASER

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Petition of Walter S. Calwell, Attorney Named in the Mortgage, respectfully represents unto your Honor:

That your Petitioner, by his Report of Sale filed in these proceedings on the 26th day of September 1963 sold certain leasehold property situated in Anne Arundel County, known as No. 105 Hollywood Drive and described in these proceedings to Baltimore Federal Savings and Loan Association.

That the said purchaser has requested your Petitioner to substitute as purchaser in its place and stead, J. S. Gleason, Jr., as Administrator of Veterans' Affairs, who has requested to be so substituted.

WHEREFORE YOUR PETITIONER PRAYS that this Honorable Court pass an Order substituting J. S. Gleason, Jr., Administrator of Veterans' Affairs, as purchaser in the place and stead of Baltimore Federal Savings and Loan Association.

Walter S. Calwell,
Attorney Named in Mortgage

ASSENT

We Hereby assent to the relief prayed in the aforegoing Petition.

Walter S. Calwell,
Attorney Named in Mortgage

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Charles E. Williams
Charles E. Williams
Vice President

FILED

1963 SEP 26 AM 11:25

14

Docket 15808

BOOK 149 PAGE 612

ORDER

UPON the aforegoing Petition and Assent, it is hereby this 27th day of September 1963

ORDERED by the Circuit Court for Anne Arundel County (In Equity) that J. S. Gleason, Jr., Administrator of Veterans' Affairs be and he is hereby substituted as purchaser of the property mentioned in these proceedings, known as No. 105 Hollywood Drive, Anne Arundel County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

O. Bruce Duckett

FILED

1963 SEP 27 PM 12:23

15

BOOK 143 PAGE 613

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 25, 1963

We hereby certify, that the annexed

Order Nisi - Sale - Equity 15,808

Jack D. Shiflett "

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

FILED

1963 OCT 25 PM 4:16

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,808 Equity

WALTER S. CALWELL, Attorney Named in Mortgage

-versus-

JACK D. SHIFLETT and NINA SHIFLETT, his wife

Ordered, this 26th day of September, 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 4th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of November next.

The report states that the amount of sale was $13,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

O-24

No. M. G. 5498

16

BOOK 149 PAGE 614

In the Case of

WALTER S. CALWELL, Attorney named in Mortgage

VS.

JACK D. SHIFLETT AND NINA SHIFLETT, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,808 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 NOV 21 AM 10:03

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 9th day of December, 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 DEC -9 PM 2:50

17

18

Dr. Mortgaged Real Estate of Jack D. Shiflett & Nina Shiflett, his wife

BOOK 149 PAGE 615

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

				Cr.
By	Amount of Sale, as per Attorney's Report of Sale filed		13,000 00	
By	Interest, 6%, on deferred payment, $12,500.00 from 9/24/63 to 11/6/63		91 00	
By	Adjustment, Real Estate taxes from 9/24/63 to 12/31/63		56 97	
				13,147 97
To	Attorney, for fee, viz:	50 00		
To	Attorney, for commission, viz:	420 00		
			470 00	
To	Attorney, for Court Costs, viz:			
	Plaintiff's solicitor appearance fee	10 00		
	Clerk, court costs	31 25		
	Auditor, this account	22 50		
			63 75	
To	Attorney, for expenses, viz:			
	Capital-Gazette Press, Inc., Adv. & Nisi Sale	95 52		
	New Amtersdam Casualty Co. - bond	56 00		
	E.T. Newell & Co. Inc., - Auctioneers fee	35 00		
	Notary fee	1 25		
	Adjustment, ground rent, 7/13/63 to 9/24/63	23 63		
			211 40	
To	Baltimore Federal Savings & Loan Assoc., Mortgagee, on account of Mortgage claim	12,402 82		
			12,402 82	
				13,147 97
	Balance due on Mortgage, as per claim fd.	13,901 06		
	Interest, 5¼%, on principal balance, $13,426.48, from 8/6/63 to 12/3/63	229 09		
		14,130 15		
	Credit amount allowed above	12,402 82		

	This amount subject to decree in personam	1,727	33				