BOOK 150 PAGE 1

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
JESSE WALLACE THOMPSON AND NORMA FRANCES THOMPSON, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY No. 15,818

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 Jesse Wallace Thompson, Jr., and Norma Frances Thompson, his wife, dated November 14th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1252 folio 417.

Walter S. Calwell
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Maryland - 21202

Le 9-6841

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No. 15,818 Equity

BOOK 150 PAGE 2

LIBER 1252 PAGE 417

MARYLAND

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.

MORTGAGE

THIS MORTGAGE, made this 14th day of November, A. D. 1958, by and between JESSEE WALLACE THOMPSON, JR. and NORMA FRANCES THOMPSON, his wife

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

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of SIXTEEN THOUSAND FIVE HUNDRED and 00/100ths Dollars ($ 16,500.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and three-fourths per centum (4 3/4 %) 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 Eighty-six and 08/100ths Dollars ($ 86.08), commencing on the first day of January, 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~~ November 13, 1988, ~~19K~~. 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. 6, Block J, 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. 209 Hollywood Court.

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.

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

2

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described [redacted]

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) Dollars payable half-yearly on the 14th days of May and November in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for Thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or 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

4A

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:

Albert G. Fitzgerald
ALBERT G. FITZGERALD

Jesse Wallace Thompson, Jr. [SEAL]
Jesse Wallace Thompson, Jr.

[SEAL]

Norma Frances Thompson [SEAL]
Norma Frances Thompson

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 1252 PAGE 421

I HEREBY CERTIFY, That on this 14th day of November, 19 58, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared Jessee Wallace Thompson, Jr. and NORMA FRANCES THOMPSON, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

1350

Albert G. Fitzgerald
ALBERT G. FITZGERALD Notary Public.

Rec'd for record Nov. 18, 1958 at 12:33 P.M.
Mailed to The Colonial Title Guarantee Co.

ication No. 49297
fer by _____ med
oved by _____ Examiner
ly for Record _____

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY

WALTER S. CALWELL,
Attorney Named in Mortgage
vs.
JESSE WALLACE THOMPSON, JR., AND
NORMA FRANCES THOMPSON, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL, BOOK 150 PAGE 6 IN THE

Attorney Named in Mortgage

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

VS.

IN EQUITY

No. 15,818 Equity

JESSE WALLACE THOMPSON, JR., AND

NORMA FRANCES THOMPSON, HIS WIFE

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Jesse Wallace Thompson, Jr., and Norma Frances Thompson, his wife**
to **Baltimore Federal Savings and Loan Association**

dated the **14th** day of **November** 19 **58** and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1252** Folio **417** .

Amount of Mortgage	**$16,500.00**
Less - amount paid on principal	**647.37**
	15,852.63
Plus - interest to 8/13/63	**403.67**
	16,256.30
Plus - overdraft in expense account	**9.34**
	16,265.64

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **22nd** 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, Vide President of Baltimore Federal Savings and Loan Association** holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

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1963 AUG 23 AM 9:43

Clara M. Link
Clara M. Link Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

5

No. 15,818 Equity

BOOK 150 PAGE 7

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 22nd day of August 19 63 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell

and made oath in due form of Law that the Defendants, Jesse Wallace Thompson, Jr., and Norma Frances Thompson, his wife

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

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

Walter S. Calwell

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

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6

CALLAHAN AND C WELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

Of Valuable Leasehold Property

Under and by virtue of the power and authority contained in a Mortgage from Jesse Wallace Thompson, Jr., and Norma Frances Thompson, his wife to Baltimore Federal Savings and Loan Association, dated November 14th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1252 folio 417 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., Sept. 24, 1963
at 3:50 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. 6, Block J, 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. 209 Hollywood Court 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

7 No

The improvements consist of one and one-half story brick and frame ranch type dwelling, containing 6 rooms (3 bedrooms), 2 baths, forced warm air gas fired heat, and a car port

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

WALTER S. CALLWELL
Attorney Named in Mortgage

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

s-19

OFFICE OF No. 15,818 Equity

Maryland Gazette

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

BOOK 150 PAGE 8

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 21, 1963

We hereby certify, that the annexed

Attorney's Sale

Jesse Wallace Thompson, 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 24th day of September, 1963. The first insertion being made the 29th day of August, 1963.

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1963 SEP 23 AM 10 11

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

No. 15818 Equity

Mortgagee and Attorney's Bond.

1-369

BOOK 150 PAGE 9 BOOK 12 PAGE 174

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 0466-0274-1944-63

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 SIXTEEN THOUSAND, THREE HUNDRED AND NO/100 - - - - - - - - - - - - - - - ($16,300.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 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 Jesse Wallace Thompson, Jr. & Norma Frances Thompson, his wife, to the Baltimore Federal Savings & Loan Association bearing date the 14th day of November nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1252, Folio 417, and

209 Hollywood Court - 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. Smith
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

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Bond approved this 24th day of Sep, 1963

Louis N. Phipps

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JESSE WALLACE THOMPSON, JR., AND NORMA FRANCES THOMPSON, HIS WIFE	:	Equity No. 15818

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

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 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.

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Clara M. Link
Clara M. Link Notary Public

9

BOOK 150 PAGE 11

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JESSE WALLACE THOMPSON, JR., AND NORMA FRANCES THOMPSON, HIS WIFE	:	(In Equity) - No. 15818
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 14th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1252 folio 417 from said Jesse Wallace Thompson, Jr., and Norma Frances Thompson, 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 3.50 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. 6, Block J, 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. 209 Hollywood Court; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

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10

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

Attorney's Sale

Of Valuable Leasehold Property

Under and by virtue of the power and authority contained in a Mortgage from Jesse Wallace Thompson, Jr., and Norma Frances Thompson, his wife to Baltimore Federal Savings and Loan Association, dated November 14th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1252 folio 417 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., Sept. 24, 1963
at 3:50 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. 6, Block J, 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. 209 Hollywood Court Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining. Subject to an annual ground rent of $120.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of one and one-half story brick and frame ranch type dwelling, containing 6 rooms (3 bedrooms), 2 baths, forced warm air gas fired heat, and a car port

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

WALTER S. CALLWELL
Attorney Named in Mortgage

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

s-19

BOOK 150 PAGE 12

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 Fifteen Thousand ($15,000.00) 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

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

Clara M. Link, Notary Public

11

ORDER NISI

BOOK 150 PAGE 14

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

JESSE WALLACE THOMPSON, JR., AND

NORMA FRANCES THOMPSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,818 Equity

Ordered, this 26th day of September, 19 63, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 15,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Maryland Gazette (for Oct. 3 edition) Clerk.

Walter S. Calwell, Atty.
(Final Order)

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

JESSE WALLACE THOMPSON, JR., AND

NORMA FRANCES THOMPSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of November, 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 Bowie Duckett
JUDGE.

FILED

1963 NOV -5 AM 11:19

12

BOOK 150 PAGE 15

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
JESSE WALLACE THOMPSON, JR., AND NORMA FRANCES THOMPSON, HIS WIFE	:	In Equity - No. 15818

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. 209 Hollywood Court 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
Vice President

FILED
1963 SEP 26 AM 11:25

13

No. 15818

BOOK 150 PAGE 16

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. 209 Hollywood Court County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

D Brore Duckett

FILED

1963 SEP 27 PM 12:23

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,818 Equity

WALTER S. CALWELL, Attorney Named in Mortgage

versus

JESSE WALLACE THOMPSON, JR., and

NORMA FRANCES THOMPSON, 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 $15,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

O-24

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 150 PAGE 17

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 25, 1963

We hereby certify, that the annexed Order Nisi - Sale - Equity 15,818 - Jesse Wallace Thompson, 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 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

No. M. G. 5497

15

BOOK 150 PAGE 18

In the Case of

WALTER S. CALWELL, Attorney named in Mortgage

vs.

JESSE WALLACE THOMPSON and NORMA FRANCES, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,818 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 2:48

16

17

Dr. Mortgaged Real Estate of Jesse Wallace Thompson and Norma Frances Thompson, his wife

BOOK 150 PAGE 19

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

						Cr.
By	Amount of Sale, as per Attorney's Report of Sale filed			15,000	00	
By	Interest, 6%, on deferred payment, $14,500.00 from 9/24/63 to 11/6/63			105	00	
By	Adjustment, Real Estate taxes from 9/24/63 to 12/31/63			69	94	
						15,174 94
To	Attorney, for fee, viz:	50	00			
To	Attorney, for commission, viz:	480	00			
				530	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	65	20			
	E.T. Newell & Co. Inc., - auctioneers fee	35	00			
	Notary fees	1	25			
	Adjustment, ground rent - 5/14/63 to 9/24/63	43	30			
				240	27	
To	Baltimore Federal Savings & Loan Assoc., Mortgagee, on account of Mortgage Claim filed	14,340	92			
				14,340	92	
						15,174 94
	Balance due on Mortgage, as per claim fd.	16,265	64			
	Interest, 4-3/4%, on principal balance $15,861.97 from 8/14/63 to 12/3/63	228	07			
		16,493	71			

Credit amount allowed above	14,340	92				
This amount subject to decree in personam	2,152	79				

18

BOOK 150 PAGE 21

SAM WISE and TOY ROSE WISE

TRUSTEES

vs.

ROBERT E. STROBACK

and

DOLORES H. STROBACK, his wife

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY.

No. 15,166 Equity

****

Mr. Clerk:

Please docket the above case and file the Deed of Trust from Robert E. Stroback and Dolores H. Stroback, his wife, to Sam Wise and Toy Rose Wise, Trustees, dated June 19, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1419, folio 586, as Exhibit A, and enter our appearance for the Trustees.

Bass & Denick

Bass & Denick
301 Munsey Building
Baltimore 2, Maryland
Mu. 5-7400
Attorneys for Trustees

1962 Sep -4 PM 0:03

DC. MD. VA.

DEED OF TRUST

BOOK 419 PAGE 586

BOOK 150 PAGE 22

No. 15,166 Equity

THIS DEED, made this 19 day of JUNE, A.D. 1960 by and between ROBERT E. STROBACK & DOLORES H. STROBACK (WIFE) party (or parties) of the first part and SAM WISE & ~~[illegible]~~ and TOY ROSE WISE, Trustees, parties of the second part.

WITNESSETH; that the party (or parties) of the first part in consideration of one dollar in hand paid by the parties of the second part, and other valuable considerations, hereby grants and conveys to SAM WISE and ~~[illegible]~~ TOY ROSE WISE, as Trustees, parties of the second part, the following described land, together with all improvements thereon or that may hereafter be erected thereon, and appurtenances thereto, situated in

and known and described as BAYSIDE BEACH RT # 2 BOX 377 PASADENA MD. ANNE ARUNDEL COUNTY.

SEP - 2 1960

RECORDATION TAX ACT OF 1947 $2.20 $2.20

RECORDATION TAX ACT OF 1947 $1.10 $1.10

J.S.C.

Being the same property conveyed to ROBERT E. STROBACK

By Charles C. RITTENHOUSE & MARY K. RITTENHOUSE

Known as Lot # 1 Blk. # SECTION B. Recorded in Book # 808 Page # 37

IN TRUST to permit said party (or parties) of the first part or assigns, to use and occupy the said described land and premises, and the rents, issues and profits thereof, until default be made in the payment of the promissory note thereby secured or any installment of principal or 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, said note being hereinafter referred to.

TO SECURE the prompt payment of one negotiable promissory note, drawn by said party (or parties) of the first part and payable to the order of MASTERCRAFT CONTRACTERS INC ( ) to whom the said parties of the first part are justly indebted in the sum of NINETEEN HUNDRED & NINETY EIGHT Dollars ($ 1998.00), the said note becoming payable $ 33.30 monthly, beginning SEPT 28, 1960 and payable on the 28TH day of each succeeding month until paid in full, with interest at the rate of Six per cent per annum after maturity, and any moneys expended on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and all of the money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof. And upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, at any time before the sale hereinafter provided, to release and reconvey the said described premises unto the said party (or parties) of the first part or assigns, at the expense of the said party (or parties) of the first part. And upon any default or failure being made in the payment of said note or of any installment of principal or interest thereon, or upon default being made in the payment of any money advanced as herein provided for, or of any proper cost, charges, commission, or expense in and about the same, then and at any time thereafter the said parties of the second part, and , or the trustee acting in the execution of this trust shall have the power thereafter to sell, and in case of any default of any purchaser, to resell the said described land and premises at public auction after having advertised the time, terms, and place of sale for such time as the parties of the second part, and or the trustee acting in the execution of the trust shall then deem advantageous and proper, and to convey the same in fee simple, to, and at the cost of the purchaser thereof, who shall not be required to see to the application of the purchase money; and out of the proceeds of any sale or resale: firstly, to pay all proper costs, charges, and expenses, including all fees and costs herein provided for, and all moneys advanced for taxes, general and special due upon said land and premises at time of sale, and to retain as compensation a commission of five per centum on the amount of the said sale or sales; secondly, to pay whatever may then remain unpaid on said promissory note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, lastly, to pay the remainder of said proceeds, if any there be, to said party (or parties) of the first part, or assigns, upon the delivery and surrender to the purchaser, his, her or their heirs or assigns, of possession of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession. And the said party (or parties) of the first part hereby agrees 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 pay taxes and assessments, any party hereby secured may pay said taxes and assessments, and the expense thereof shall be a charge hereby secured. 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. The said party (or parties) of the first part hereby waive their homestead exemption as to the debts hereby secured. The parties of the first part agree to carry fire insurance to indebtness secured.

And the said party (or parties) of the first part covenants that (they) (he) (she) will specially warrant title to the land and premises hereby conveyed, and that (they) (he) (she) will execute such further assurances of said land as may be requisite or necessary.

Witness our hands and seals on the day and year first hereinbefore mentioned.
Signed, sealed and delivered in presence of

WILLIAM PEARLMAN

[signature] x Robert E. Stroback SEAL

[signature] x Dolores H. Stroback SEAL

[signature] SEAL

SEAL

FILED

1962 Sept -4 AM 9:08

BOOK 150 PAGE 23

DEED OF TRUST

FROM

Robert E. Strobach

Delores H. Strobach

TO

Sam Wise

Toy Rose Wise

Trustees

RECEIVED FOR RECORD on the ..... day of ..... A.D., 19 ..... o'clock ..... M., and recorded in Liber No. 2141 at folio ..... one of the Land Records for ..... of ..... by

Recorder

3.30 A.R.

Sam Wise
3615 Pleasantown Rd.
Balto 15 Md.

6.00

BOOK 1419 PAGE 587

STATE OF MARYLAND)
) ss.
COUNTY OF)

On this the 23 day of June 1960, before me, William Pearlman, the undersigned officer, personally appeared Robert E. Strobach & Delores H. Strobach known to me (or satisfactorily proven) to be the person (s) whose name (s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

William Pearlman
Wilson Pearlman
My Commission expires May 1, 1961

6.00

Rec'd for record Sept. 2, 1960 at 9:05 A.M.
Mailed to Sam Wise

STATE OF VIRGINIA)
) ss.
COUNTY OF)

I, ..., a notary public for the county aforesaid, in the State of ....., do certify that ..... whose name (s) is (are) signed to the writing hereto annexed bearing date on the ..... day of ....., has (have) acknowledged the same before me in my county aforesaid.

Given under my hand and seal this ..... day of .....

.....

District of Columbia, to wit:

I, ..., a notary public in and for the District of Columbia, do hereby certify that ..... party (parties) to a certain deed bearing date on the ..... day of ....., and, hereto annexed, personally appeared before me in said District, the said ....., being personally well known to me as (or proved by the oath of credible witnesses to be) the person (s) who executed the said deed, and acknowledged the same to be his (their) act and deed.

Given under my hand and seal this ..... day of .....

.....

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

BOOK 150 PAGE 24

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

SAM WISE & TOY ROSE WISE, TRUSTEES

vs.

ROBERT E. STROBACK and DOLORES H. STROBACK, his wife

Docket 20 Folio 312

No. 15,166 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 DAVID J. PEICHERT, Agent of the Plaintiffs -

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.

David J. Peichert
Affiant.
David J. Peichert

Subscribed and sworn to before me this 30th day of August 1962.

Theodore C. Deiner
Notary Public

FILED

1962 Sept -4 AM 9:08

4

STATEMENT OF MORTGAGE CLAIM

SAM WISE & TOY ROSE WISE, TRUSTEES	IN THE
	CIRCUIT COURT
vs.	— OF —
ROBERT E. STROBACK and DOLORES H. STROBACK, his wife	~~BALTIMORE CITY~~
	ANNE ARUNDEL COUNTY.
	No. 15166 Equity

STATEMENT OF MORTGAGE DEBT

Under Deed of Trust dated June 19, 1960, and recorded in Liber J.T.C. No. 1419, folio 586.

To amount of mortgage	$1,998.00
Less - by payments on account	233.10
Balance	$1,764.90

[signature]
David J. Peichert
Agent

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 30th day of August in the year nineteen hundred and sixty-two, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared DAVID J. PEICHERT, 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.

As witness my hand and Notarial Seal.

1962 Sept -4 AM 9:03

Theodore C. Denner
Notary Public.

5

IN THE CIRCUIT COURT OF Anne Arundel County

STATE OF MARYLAND

BOOK 150 PAGE 26

BOOK 12 PAGE 172

Sam Wise and
Toy Rose Wise, Trustees

versus

Robert E. Stroback
and Dolores H. Stroback

BOND OF TRUSTEE TO SELL

No. 15,166 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, Sam Wise and Toy Rose Wise, Trustees, Baltimore, Maryland

as Principal and, THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation of the State of New York as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Sixty-five Hundred and no/100---------- Dollars ($ -6500.00-) 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 18th day of September in the year of our Lord one thousand, nine hundred and sixty-three

WHEREAS THE ABOVE BOUNDEN Sam Wise and Toy Rose Wise

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County have been appointed trustee to sell property known as Lot 1, Section B, Plat 1- located in Bayside Beach mentioned in the proceedings in the case of

Sam Wise and Toy Rose Wise, Trustees

versus

Robert E. Stroback & Dolores H. Stroback

now pending in said Court.

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

Sam Wise and Toy Rose Wise

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.

Theodore C. Denick
THEODORE C. DENICK

Sam Wise (SEAL)
Sam Wise

Toy Rose Wise (SEAL)
Toy Rose Wise

(SEAL)

The Fidelity and Casualty Company of New York

By Robert S. Zetzer, Attorney-In-Fact

Anne Lathroum
Anne Lathroum, as to surety

Bond approved this 23 day of September, 1963

Louis N. Phipps, Clerk

1963 SEP 23 AM 10 51

BASS & DENICK, SOLICITORS
301 Munsey Build
Baltimore 2, Maryland

Trustee's Sale

Of Valuable Fee Simple Property

BAYSIDE BEACH
PASADENA, MARYLAND

Under and by virtue of the power and authority contained in a certain Deed of Trust from ROBERT E. STROBACK and DOLORES H. STROBACK, his wife to SAM WISE and TOY ROSE WISE Trustees, dated June 19, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1419, Folio 386, default having occurred in the payment of the indebtedness thereby secured, and at the request of the party securing thereby, the undersigned Trustees will sell at public auction, on the premises, on

Tuesday, September 24, 1963 at 2 O'Clock P.M.

ALL THAT LOT OF GROUND AND THE IMPROVEMENTS thereon, situate in Anne Arundel County, and described as follows:

Being known and designated as Lot 1, Section B, Plat 1 of Bayside Beach and being the same lot of ground and premises described in a Deed from CHARLES C. RITTENHOUSE and others, recorded in Liber No. 808 folio 37.

In fee simple, subject to prior liens, the nature and amount to be announced at time of sale.

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. All documentary stamps to be paid by purchaser.

Taxes, water rent, ground rent and all other public charges, including special paving taxes, if any, to be adjusted to date of sale.

SAM WISE & TOY ROSE WISE
Trustees

MICHAEL FOX, Auctioneers
Mulberry 5-2288 s-19

No. 7

OFFICE OF

No. 15,166

Maryland Gazette

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

BOOK 150 PAGE 27

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 21, 1963

We hereby certify, that the annexed
Trustee's Sale
Robert E. Stroback
Bayside Beach

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 H. Tilghman

STATE OF MARYLAND, CITY OF BALTIMORE, Set:

I HEREBY CERTIFY, That on this 24th 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 David J. Prechert, 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 mentioned in the said Report of Sale.

MARK INCORPORATED

David J. Prechert (Pres) (SEAL) (PLACE) Michael Fox

Purchaser Notary Public

(Rule BR 6-2 Sale of Real Property or Chattels Real and BR 6-C-3 Affidavit of Purchaser)

Rs 519 & 520

MICHAEL FOX NOTARY PUBLIC BALTIMORE CO., MD.

FILED

1963 OCT -4 AM 9:57

8

BOOK 150 PAGE 29

SAM WISE, ET AL, TRUSTEES

vs.

ROBERT E. STROBACK, ET AL

Bayside Beach, Pasadena, Md.

IN THE
CIRCUIT COURT
OF
ANNE ARUNDEL COUNTY

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 fee or consideration to anyone for employing us or aiding us to be employed to sell the sale for which the annexed bill or statement was rendered.

MICHAEL FOX, AUCTIONEER

By [signature]

Subscribed and sworn to before me, a Notary Public in and for the City of Baltimore, by _____ this 24th day of September, 1963.

Florence S. Woolston Notary Public

FLORENCE S. WOOLSTON NOTARY PUBLIC BALTIMORE, MD.

FILED
1963 OCT -4 AM 9:57

9

BOOK 150 PAGE 30

SAM WISE and	:	IN THE
TOY ROSE WISE,	:	
TRUSTEES	:	CIRCUIT COURT
vs.	:	FOR
ROBERT E. STROBACK	:	
and	:	ANNE ARUNDEL COUNTY
DOLORES H. STROBACK, his wife	:	No. 15,166.

* *

REPORT OF SALE

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of Sam Wise and Toy Rose Wise, Trustees in the above entitled cause, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully show, that after giving bond with security for the faithful performance of their trust, which was fully approved, 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, for more than three successive weeks preceding the date of sale, said Trustees did, pursuant to said notice, on Tuesday, the 24th day of September, 1963, at 2:00 o'clock P. M. attend on the premises and then and there sold, at and for the sum of One Hundred Dollars ($100.00) the fee simple property known as Lot 1, Section B, Plat 1 of Bayside Beach, subject to a prior mortgage of $4,768.37, unto Mark, Incorporated, a body corporate, it being the highest bidder for the same.

Respectfully submitted,

Sam Wise
SAM WISE

Toy Rose Wise
TOY ROSE WISE,
Trustees

FILED
1963 OCT -4 AM 9:57

10

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 30th day of September, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Sam Wise and Toy Rose Wise, 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.

Witness my hand and Notarial Seal.

C Wharton Brown

NOTARY PUBLIC.

ORDER NISI

SAM WISE and TOY ROSE WISE
TRUSTEES

versus

ROBERT E. STROBACK
and
DOLORES H. STROBACK, his wife

BOOK 150 PAGE 32

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,166 Equity

Ordered, this 4th day of October, 1963, That the sale of the property in these proceedings mentioned made and reported by Sam Wise and Toy Rose Wise, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th 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 12th day of November next.

The report states that the amount of sale was $ 100.00

Louis N. Phipps Clerk.

True Copy,

Bass & Denick Attys

TEST: Clerk.

For the Maryland Gazette (Oct.10, Edition)

(Final Order)

SAM WISE and
TOY ROSE WISE, TRUSTEES

versus

ROBERT E. STROBACK and
DOLORES H. STROBACK, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of November, 1963 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees ~~allowed~~ the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse
JUDGE.

FILED

1963 NOV 13 PM 3:29

12

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,166 Equity

SAM WISE and TOY ROSE WISE, Trustees

versus

ROBERT E. STROBACK and DOLORES H. STROBACK, his wife

Ordered, this 4th day of October 1963, That the sale of the property in these proceedings mentioned made and reported by Sam Wise and Toy Rose Wise, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th 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 12th day of November next.

The report states that the amount of sale was $100.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk.

O-31

OFFICE OF

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 150 PAGE 33

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 4, 1963

We hereby certify, that the annexed Order Nisi Sale Eq. 15,166 Robert E. Stroback

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 November, 1963. The first insertion being made the 10th day of October, 1963.

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1963 NOV -5 PM 2:21

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 2537

By H. Tilghman

13

In the Case of BOOK 150 PAGE 34

SAM WISE &
TOY ROSE WISE, Trustees

vs.

ROBERT E. STROBACK and
DELORES H. STROBACK, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,166 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 21 AM 10:03 FILED

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

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1963 DEC -9 PM 3:02

15

Dr. Mortgaged Real Estate of Robert E. Stroback & Delores H. Stroback, his wife

BOOK 150 PAGE 35

In Acct. with Sam Wise & Toy Rose Wise, trustees

Cr.

By	Amount of Sale, as per Trustee's Report of Sale filed			100	00		
By	Adjustment, taxes & water rent			36	18		
						136	18
To	Trustees, for commissions, viz:	7	00				
				7	00		
To	Trustees, for court costs, viz:						
	Plaintiff's solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	22	50				
				60	50		
To	Trustee, for expenses, viz:						
	Capital-Gazette Press, Inc., Adv. & Nisi - Sale	79	76				
	Sunpapers - Advertisement - Sale	25	75				
	Fidelity & Casualty Co. of N. Y. - bond	26	00				
	Michael Fox - auctioneer's fee	50	00				
	Notary fees	3	00				
				184	51		
						252	01
						- 115	83
To	Mastercraft Contractors Inc., on account of Mortgage claim	000	00				
	Balance due on Mortgage, as per claim fd.	1,764	90				
	Excess of costs of sale over proceeds of sale	115	83				
	This amount subject to decree in personam	1,880	73				

HOWARD SELLMAN BLANCHE SELLMAN, his wife West River, Maryland	:	IN THE CIRCUIT COURT
vs.	:	FOR
JAMES H. W. SIMMS THOMAS SIMMS Harwood, Maryland AND ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN THE PROPERTY DESCRIBED IN THIS BILL OF COMPLAINT	:	ANNE ARUNDEL COUNTY NO. 16,757 EQUITY

: :

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiffs, complaining, say:

1. That on or about June 27, 1963, Certificate of Tax Sale, No. 3212-B, was issued to the Plaintiffs by Edward N. C. Bradley, Collector of Taxes of the State of Maryland and Anne Arundel County, in accordance with the provisions of Section 85 of Article 81 of the Annotated Code of Maryland, (1957 Edition) and duly assigned to your Orators by the County Commissioners of Anne Arundel County, the purchasers therein, and said Certificate is prayed to be taken as a part hereof.

2. That the property mentioned in said Certificate is situate in the First Election District of Anne Arundel County, Maryland, and is particularly described in a certain deed from Virginia C. Woollen to James H. W. Simms, dated June 28, 1907, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 53, folio 342, as containing 5 and 3/8 acres of land, more or less, lying 1/4 mile from the village of Owensville. Being the identical lot of ground described in a said Certificate of Tax sale as "containing 3 acres of land more or less adjoining land of C. W. Owens and Anthony Downs" and being the same property which was conveyed by Virginia C. Woollen to James H. W. Simms by deed dated June 28, 1907, as recited above. On July 22, 1930, the date of the Collector's sale, the said lot of ground herein described as assessed to "Thomas Simms" whose last known address was Harwood, Maryland. According to the Land, Equity and Orphans Court records for Anne Arundel County, the

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title to said lots is still vested in James H. W. Simms subject to the tax sale mentioned in said Certificate. The amount due on the date of sale was One Hundred Dollars ($100.00).

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

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

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

TO THE END, THEREFORE,

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

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

Howard Sellman
Howard Sellman

Blanche Sellman
Blanche Sellman, Plaintiffs

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

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

I HEREBY CERTIFY that on this 26th day of July, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Howard Sellman and Blanche Sellman, his wife, Plaintiffs in the foregoing Bill of Complaint, and they made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true and bona fide to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

John H. Hopkins, IV, Notary Public

Duplicate of Case # 5116

No 3212-B. CERTIFICATE OF TAX SALE BOOK 150 PAGE 39

I, Edw. N. C. Bradley, Successor to C. Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ July 22, 1930, I sold to A. A. Co. Comm. at public auction for the sum of $100 Dollars and — Cents, of which $100.00 Dollars has been paid as a deposit on the property in Dist 1 described as all that lot or parcel of ground and improvements lying in the first Election Dist of Anne Arundel County containing 3 acres of land more or less adjoining lands of C. W. Orrison and Anthony Dorsey.

and assessed to Thomas Simms

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~~ July 23, 1931, 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 27th day of June 1963

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 27th day of ~~October,~~ June 1963, before me, the subscriber, a Notary Public ~~for~~ the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth N. Lowing
Notary Public.

My Commission Expires May 3, 1965

4

ASSIGNMENT

The County Commissioners of Anne Arundel County, a body corporate, do hereby assign its right, title and interest to the within Certificate of Tax Sale to Howard Sellman and Blanche Sellman, his wife.

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

County Commissioners of
Anne Arundel County, a body corporate,

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

Lucy Loskosky
Lucy Loskosky, Clerk

4 A

BOOK 150 PAGE 41

HOWARD SELLMAN BLANCHE SELLMAN, his wife West River, Maryland	:	IN THE CIRCUIT COURT
vs.	:	FOR
JAMES H. W. SIMMS THOMAS SIMMS Harwood, Maryland	:	ANNE ARUNDEL COUNTY
AND ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN THE PROPERTY DESCRIBED IN THIS ORDER OF PUBLICATION	:	NO. 15757 EQUITY

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

ORDER OF PUBLICATION

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

This property is described as 5 and 3/8 acres of land, more or less, situate 1/4 mile from the village of Owensville in the First Election District of Anne Arundel County, Maryland, bounded by the lands of the late Charles W. Owens and William L. Downs, as particularly described in a deed dated June 28, 1907, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 53, folio 342, from Virginia C. Woollen to James H. W. Simms.

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

It is thereupon this 30th day of July, 1963, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four (4) successive weeks, warning all persons having an interest in said property to be and appear in this Court on or before the 10th day of October, 1963, and redeem the property and answer the Bill of Complaint, or thereafter a final Decree will be rendered foreclosing all rights of redemption in the property and vest in the Plaintiffs a title, free and clear of all encumbrances.

Louis N. Phipps
Clerk

FILED
1963 JUL 30 PM 2:45

In The Circuit Court
For
Anne Arundel County
No. 15,757 Equity

HOWARD SELLMAN
BLANCHE SELLMAN, his wife
West River, Maryland
vs.
JAMES H. W. SIMMS
THOMAS SIMMS
Harwood, Maryland
AND ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN THE PROPERTY DESCRIBED IN THIS ORDER OF PUBLICATION

Order Of Publication

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

This property is described as 5 and ⅜ acres of land, more or less, situate ¼ mile from the village of Owensville in the First Election District of Anne Arundel County, Maryland, bounded by the lands of the late Charles W. Owens and William L. Downs, as particularly described in a deed dated June 28, 1907, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 53, folio 342, from Virginia C. Woollen to James H. W. Simms.

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

It is thereupon this 30th day of July, 1963, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four (4) successive weeks, warning all persons having an interest in said property to be and appear in this Court on or before the 10th day of October, 1963, and redeem the property and answer the Bill of Complaint, or thereafter a final Decree will be rendered foreclosing all rights of redemption in the property and vest in the Plaintiffs a title, free and clear of all encumbrances.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk A-29

OFFICE OF

Maryland Gazette

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

BOOK 150 PAGE 42

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1963

We hereby certify, that the annexed
Order of Publication
No. 15,757 Eq.
Howard Sellman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of October, 1963. The first insertion being made the 8th day of August, 1963.

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1963 SEP -3 PM 12:58

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

HOWARD SELLMAN BLANCHE SELLMAN, his wife West River, Maryland	:	IN THE CIRCUIT COURT
vs.	:	FOR
JAMES H. W. SIMMS THOMAS SIMMS Harwood, Maryland	:	ANNE ARUNDEL COUNTY
	:	NO. 15,757 EQUITY

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

AFFIDAVIT

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

John H. Hopkins, IV, Solicitor for the Plaintiffs herein, does hereby certify that on the 6th day of August, 1963, he caused a copy of the Bill of Complaint and the Order of Publication in the above entitled cause to be mailed by certified mail, return receipt requested, to the Defendants named in this cause at their last known Post Office addresses, according to the records of the Bureau of Assessments of Anne Arundel County. He further certifies that the aforementioned certified letters were returned and receipts marked as follows:

The letter to Mr. James H. W. Simms was returned marked "unknown".

The letter to Mr. Thomas Simms was returned marked "unknown".

He further certifies that he has checked the Orphans Court Records of Anne Arundel County, the telephone directories of Anne Arundel County, the City of Baltimore and the District of Columbia and he is unable to locate the Defendants or a record of their estates; that he does not have any other addresses for the said Defendants nor does he know the names or addresses of their heirs, if any, if they may be deceased, nor has he any way of ascertaining same.

He further certifies that he has searched the Land, Equity, Law and Register of Wills records of Anne Arundel County as required by Section 103, Article 81 of the Annotated Code of Maryland, 1957 Edition, and that the parties Defendants in this proceeding are the only parties having an interest in the properties mentioned in said cause as shown by said Records and disclosed by said search.

FILED
1963 OCT 16 PM 3:57

WITNESS the hand and seal of the Affiant this 16th day of October, 1963.

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

SUBSCRIBED AND SWORN to before me this 16th day of October, 1963.

Frank B. Walsh, Jr.
Notary Public

8

HOWARD SELLMAN BLANCHE SELLMAN, his wife West River, Maryland	:	IN THE CIRCUIT COURT
vs.	:	FOR
JAMES H. W. SIMMS THOMAS SIMMS Harwood, Maryland	:	ANNE ARUNDEL COUNTY
	:	No. 15,757 EQUITY

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

DECREE PRO CONFESSO

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

It is thereupon, this 18th day of October, 1963, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that the said Bill of Complaint be, and the same is hereby taken Pro Confesso against the Defendants, James H. W. Simms and Thomas Simms, their heirs at law and those claiming by, through or under them, and all persons having or claiming to have any interest in the properties which is the subject matter of these proceedings.

George Sachse
Judge

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1963 OCT 18 AM 11:29

9

HOWARD SELLMAN BLANCHE SELLMAN, his wife	:	IN THE CIRCUIT COURT
	:	
vs.	:	FOR
JAMES H. W. SIMMS THOMAS SIMMA	:	ANNE ARUNDEL COUNTY
	:	NO. 15,757 EQUITY

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

DECREE

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

It is thereupon, this 19th day of November, 1963, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the Defendants, James H. W. Simms and Thomas Simms, their heirs at law and anyone claiming by, through or under them, in and to the property described in this proceeding, be and the same is hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said property, free and clear of all alienations and descents occurring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and the public assessments to which the same are subject) are hereby vested in the Plaintiffs.

3. That, upon payment to him of the balances, if any, due, on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the Plaintiffs.

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

O Brooke Duckett
Judge

FILED
1963 NOV 20 PM 1:33

10

BERNARD M. BRADY, JR., :
Individually and as Executor of
the Estate of Edith Brady Grow,
deceased
105 Sunset Drive, Hillsmere Shores :
Annapolis, Maryland

CHARLES EDWARD BRADY
c/o Arabian-American Oil Company :
Box 72, Ras Tanura, Saudi Arabia

RUSSELL P. BRADY
707 Tyler Avenue : NO. 15,330 EQUITY
Annapolis, Maryland

VS. :

IN THE

BERNARD MARTIN BRADY, SR.
107 Conduit Street :
Annapolis, Maryland
Serve also Nicholas J. Fotos,
Guardian of Bernard Martin
Brady, Sr. :
204 Duke of Gloucester Street
Annapolis, Maryland

CIRCUIT COURT

FOR

RALPH JAMES BRADY :
108 Conduit Street
Annapolis, Maryland

THEODORE CHARLES BRADY : ANNE ARUNDEL COUNTY
Aberdeen Creek
Annapolis, Maryland

JAMES EDWARD BRADY, minor, :
and RALPH ASHBY BRADY, his
father
108 Conduit Street
Annapolis, Maryland :

ELWOOD PAUL BRADY and
ELWOOD T. BRADY
1140 Cooks Lane :
Catonsville 29, Maryland

: : : : : : :

PETITION FOR SALE OF DECEDENT'S REALTY
AND INVESTMENT OF PROCEEDS

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1962 DEC -7 PM 2:51

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Bernard M. Brady, Jr., individually and as executor of the estate of Edith Brady Grow, deceased, Charles Edward Brady, and Russell P. Brady respectfully represents unto Your Honors:

FIRST: That Edith Brady Grow, late of Anne Arundel County, Maryland, departed this life testate on June 23, 1962, seized and possessed of certain valuable real estate located in the Sixth Election District of Anne Arundel County, more fully described in a deed to her from Charles Ashby Brady and wife dated January 16, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 56, folio 104. A certified copy of said deed, marked "Petitioners' Exhibit A," is filed herewith and prayed to be taken as part hereof.

SECOND: That by her Last Will and Testament, duly admitted to probate by the Orphans' Court for Anne Arundel County, said decedent devised the aforementioned real estate to her brothers, the defendants Theodore Charles Brady, Elwood Paul Brady, Bernard Martin Brady, Sr., and Ralph James Brady, jointly with cross remainders between them; and upon the death of the last surviving brother, said property to descend to all of the children, then living, of her brothers, share and share alike. A certified copy of said will, marked "Petitioners' Exhibit B," is filed herewith and prayed to be taken as part hereof.

THIRD: That by order of the Circuit Court for Anne Arundel County dated March 20, 1961, and passed in a cause known as No. 9802 Equity, Nicholas J. Fotos was appointed substitute guardian for the defendant Bernard Martin Brady, Sr., and has since qualified and is now acting as such guardian.

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FOURTH: That the petitioners Bernard M. Brady, Jr., Charles Edward Brady and Russell P. Brady, and the defendants Ralph Ashby Brady, James Edward Brady and Elwood T. Brady are all of the living children of the decedent's brothers.

FIFTH: That the appraised value of said real estate, as set forth in the real estate inventory filed in the Orphans' Court for Anne Arundel County in said decedent's estate is $31,500.00.

SIXTH: That said decedent's personal estate consisted of a set of silverware valued at $35.00; certain household furniture valued at $100.00; a balance of $46.71 in the hands of Bernard M. Brady, Jr., as her committee; and the proceeds of a $500.00 life insurance policy. The decedent's just debts and funeral expenses, including a funeral bill of $983.00 approved by the Orphans' Court and a hospital bill of $788.13, together with the costs of administering the decedent's estate, will greatly exceed the value of the personal estate.

SEVENTH: That by reason of the above, your petitioners are advised that it is necessary to sell said real estate for the purpose of paying the decedent's just debts and funeral expenses and the costs of administering the estate; and they are further advised and believe that because of the nature, location and value of the property, a private sale would be more advantageous than a public sale.

EIGHTH: That there is a legal possibility that decedent's brothers could have additional children; and it is also possible that one or more of the children now living of decedent's brothers may depart this life prior to the termination of the joint life estates; wherefore your petitioners believe and aver that the net distributable proceeds of the sale

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

of the real estate should properly be invested so as to inure in like manner as by the will to the use of the same parties who would be entitled to the realty, in accordance with Article 16, Section 167, of the Annotated Code of Maryland, 1957 Edition.

WHEREFORE, your petitioners pray:

A. THAT this Honorable Court may assume jurisdiction in the premises.

B. THAT a trustee be appointed to sell the real estate herein mentioned, at either public or private sale, and in such manner and upon such terms and conditions as the Court may prescribe, and apply the proceeds of such sale first to the payment of the just debts and funeral expenses of the decedent and the costs of administering her estate, and invest the balance of such proceeds so as to inure in like manner as by the decedent's will to the use of the same parties who would be entitled to the realty.

C. AND for such other and further relief as the nature of their cause may require.

AND AS IN DUTY BOUND, ETC.

Bernard M. Brady, Jr.
Bernard M. Brady, Jr., individually
and as Executor of the Estate of
Edith Brady Grow

Charles E. Brady
Charles Edward Brady

Russell P. Brady
Russell P. Brady
Petitioners

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

4

Albert J. Goodman
156 South Street
Annapolis, Maryland
Colonial 3-2400
Solicitor for Petitioners

This Deed, Made this 16th. day of January, in the year Nineteen Hundred and Twenty-Two, by and between Charles Ashby Brady and Rose Brady, his wife, parties of the first part, and Edith B. Grow, unmarried, party of the second part, all of the City of Annapolis, State of Maryland, Witnesseth:-

That for and in consideration of the sum of Five Dollars, and other valuable considerations the receipt of which is hereby acknowledged, the said C. Ashby Brady and Rose Brady, his wife do bargain and sell, and by these presents do grant and convey unto the said Edith B. Grow, her heirs and assigns, in fee simple,

All that lot of ground which is described in a plat and description made by Lewis Green, Surveyor, and which said lot is situate on the East side of Revell Street, in the City of Annapolis.

Ex + del to Edith B. Grow 1-21-32

Beginning at a point two hundred and ninety feet in a Southerly direction from Shipwright Street, and running from thence and with the last mentioned line Easterly forty degrees, thirty five minutes East, to the waters of Spa Creek, and thence with said waters in a Northwesterly direction to said Revell Street, and thence with the line of said Street to the point of beginning.

Excepting from the above described lot the portion conveyed to Robert Moss, by the said C. Ashby Brady and wife, by deed dated the 10th. day of June, 1919, and recorded among said Land Records in Liber W. N. W. No. 11, folio 44; which said portion is particularly described as follows:-

All that lot of ground on the East side of Shipwright Street, in the City of Annapolis, Maryland, according to a plat and survey thereof, made by J. Carson Boush, Surveyor, on the 3rd day of June, 1919,- Being for the same at a point on the southeast side of Revell Street,- distant two hundred and eighty-six and five-tenths feet from the southeast intersection of Revell and Shipwright Streets, and running from thence and with the line of said Revell Street, south, forty-seven degrees West thirty feet to an alley three feet wide; thence at a right angle South forty-three degrees East two hundred and seven feet, more or less, to the waters of Spa Creek; thence with the waters of said Creek, North seventy-five degrees East thirty-four feet, more or less, to intersect a line drawn parallel to the second line of this description; thence with said line so drawn North forth-three degrees West two hundred and twenty-four feet, more or less, to the place of beginning.

The hereby conveyed property being a part of said lot conveyed to the said Charles Ashby Brady, by deed from James Revell, dated the 26th. day of February, 1908, and recorded among said Land Records in Liber G. W. No. 58, folio 85.

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

To Have And To Hold the above described property unto and to the proper use and benefit of the said Edith B. Grow, her heirs and assigns, forever, in fee-simple.

And the said Charles Ashby Brady, and Rose Brady, his wife, do hereby covenant that they will warrant specially the property hereby conveyed and that that will execute such further assurances of said land as may be requisite.

Witness our hands and seals the day and year first hereinbefore mentioned.

Attest: Elinore G. Girault, Charles Ashby Brady, (Seal)

Rose Brady, (Seal)

State of Maryland, Anne Arundel County, To Wit:-

I hereby certify, that on this 16__ day of January, 1922, before the scriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles Ashby Brady and Rose Brady, his wife, and acknowledged the aforegoing deed to be their respective act.

Witness my hand and Notarial Seal.

(Notary Seal) Elinore G. Girault, Notary Public.

Recorded 15th. May, 1922. 11 Am.

BOOK 150 PAGE 53

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing.....DEED.....is truly taken and copied from Liber..W.N.W.. No.....56....., folio 104..... 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...16TH day of OCTOBER..... A. D., 1962..

Pltffs" Exhibit No. 7
No. 15,330 Equity

FILED

Clerk of the Circuit Court for Anne Arundel County

1962 DEC -7 PM 2:52

PETITIONERS' EXHIBIT A

FILED
JUN 28 1962
REGISTER OF WILLS
FOR ANNE ARUNDEL COUNTY, MD.

IN THE NAME OF GOD, AMEN!

I, EDITH BRADY GROW, of the City of Annapolis and State of Maryland, being of sound and disposing mind, memory and understanding, and capable of executing a valid deed or contract, considering the certainty of death but the uncertainty as to the time thereof, and being desirous of settling my worldly affairs in a manner seeming best to me before it please Almighty God to call me hence, do, therefore, make, publish and declare the following as my Last Will and Testament, hereby revoking all other wills and codicils heretofore by me made, declaring this and none other to be my Last Will and Testament, that is to say:

FIRST AND PRINCIPALLY: I commit my soul into the hands of Almighty God and my body to the earth to be decently buried at the discretion of my executor hereinafter named in the Revell Plot at St. Mary's Cemetery located in Annapolis, Maryland.

SECOND: I order and direct my executor to pay all my just debts and funeral expenses as soon as conveniently may be done after my decease.

THIRD: I give and bequeath all of my Stieff silver, of whatever kind and description, to my niece, NONNA LEE BRADY, daughter of BERNARD BRADY, Jr., absolutely.

FOURTH: I give, devise and bequeath my property known as No. 17 Revell Street, Annapolis, Maryland, which I acquired from my parents, Charles Ashby Brady and Rose Brady, by deed dated January 16, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 56, folio 104, unto my brothers, THEODORE CHARLES BRADY, BERNARD MARTIN BRADY, Sr., ELWOOD PAUL BRADY and RALPH JAMES BRADY, jointly with cross-remainders between them, so that at the decease of any one of my said brothers, his interest shall pass to the surviving brothers; and upon the death of the last surviving brother, said property shall descend to all of the children then living of my brothers, share and share alike, absolutely.

Pltffs' Exhibit No. 4
No. 15330 Equity

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PETITIONERS' EXHIBIT

FIFTH: All the rest and residue of my estate, of whatever description, whether real, personal or mixed, wheresoever situate, I give, devise and bequeath unto my brothers, THEODORE CHARLES BRADY, BERNARD MARTIN BRADY, Sr., ELWOOD PAUL BRADY and RALPH JAMES BRADY, share and share alike, absolutely.

I HEREBY APPOINT my nephew, BERNARD BRADY, Jr., the sole executor of this, my Last Will and Testament.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal this 15th day of November, 1949.

Edith Brady Grow (SEAL)
Edith Brady Grow

SIGNED, SEALED, PUBLISHED and DECLARED by the above-named testatrix as and for her Last Will and Testament in the presence of us, who, at her request, in her presence and the presence of each other, have hereunto subscribed our names as witnesses.

Name Grace R. Hartge
Address 707 Chesapeake Avenue
Eastport, Maryland

Name Albert J. Gronlund
Address Annapolis, Maryland

8

Anne Arundel County, Ss: BOOK 150 PAGE 56

On the 26" day of June, 1962 came Bernard Brady, Jr. and made Oath in due form of law, that he does not know of any Will or Codicil of Edith Brady Grow late of said County, deceased, other than the above instrument of writing, and that he received the same from testatrix's personal papers all parties notified Testatrix

on ~~or about~~ the 23" day of June, 1962

Sworn to in open Court

TEST: Nan Edith Hatch
Dep. *Register of Wills for Anne Arundel County.*

Anne Arundel County, Ss:

On the 26" day of June, 1962 came Albert J. Goodman and on June 27, 1962 came Grace R. Hartge subscribing witnesses to the aforegoing last Will and Testament of Edith Brady Grow late of said County, deceased, and made oath in due form of law, that they did see the Testatrix sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of h so doing her was, to the best of she apprehension, of sound and disposing mind, memory and understanding; and that they ~~together with~~

subscribed their names as witnesses to this Will in her presence, at her request and in the presence of each other.

Sworn to before the subscribers

TEST: Nan Edith Hatch
Dep. *Register of Wills for Anne Arundel County.*

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Edith Brady Grow, late of said County, deceased, ~~together with the codicil thereunto attached,~~ and also the evidence adduced as to its validity, orders and decrees this 3" day of July, 1962, that the same be admitted in this Court as the true and genuine last Will and Testament ~~and Codicil~~ of the said Edith Brady Grow, deceased.

JUDGES
Evelyn M. Smith - C.J.
Harriet I. Frey A.J.
Allene L. Moreland A.J.

9

BOOK 150 PAGE 57

STATE OF MARYLAND

Anne Arundel County

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

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 24th *day of* August *in the year of our Lord, nineteen hundred and* ~~fifty~~ sixty-two

George M. Nutwell

Register of Wills for Anne Arundel County

10

January 14,1965.

From: Elwood P.Brady,1140 Cooks Lane, Baltimore,29,Md.

To: The Judge of the Circuit Court of Anne Arundel Co.

1. I have before me a subpoena, No. 15,330, from the Clerk of Court of Anne Arundel Co,Annapolis, Maryland, commanding me to answer a petition filed by Bernard M. Brady,Jr., Executor of the Estate of Edith Grow deceased.

2. The petition is to sell the estate in order to pay the deceased just debts. I oppose the petition for the following reasons:

(1) The deceased Edith Grow left the estate to her four brothers so that they will have some place to go as long as they live.

(2) If the deceased had wanted to sell the property and put the money in a trust fund, she would have made a different Will altogether. ~~It is suggested that to pay~~

3. It is suggested that to pay the debts,some of the land could be sold and the money left over go into the upkeep of the house.

Elwood P. Brady

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11

BOOK 150 PAGE 59

BERNARD M. BRADY, JR., ET AL,	:	IN THE CIRCUIT COURT
PETITIONERS,	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
RALPH ASHBY BRADY, ET AL,	:	MARYLAND
DEFENDANTS.	:	IN EQUITY
	:	CASE NO. 15,330

ANSWER OF RALPH ASHBY BRADY, A DEFENDANT.

Ralph Ashby Brady, a Defendant, by James G. Woodward, his Attorney, for Answer to the Petition For Sale Of Decedent's Realty And Investment Of Proceeds filed against him in this case by Bernard M. Brady, Jr., individually and as Executor, et al, Petitioners, respectfully represents unto Your Honors:

FIRST: That this Defendant admits the allegations contained in the First Paragraph of the Petitioners' said Petition.

SECOND: That this Defendant admits the allegations contained in the Second Paragraph of the Petitioners' said Petition.

THIRD: That this Defendant admits the allegations contained in the Third Paragraph of the Petitioners' said Petition.

FOURTH: That this Defendant admits the allegations contained in the Fourth Paragraph of the Petitioners' said Petition.

FIFTH: That this Defendant admits the allegations contained in the Fifth Paragraph of the Petitioners' said Petition.

SIXTH: That this Defendant is without knowledge of the facts contained and alleged in the Sixth Paragraph of the Petitioners' said Petition.

SEVENTH: That this Defendant denies the allegations contained in the Seventh Paragraph of the Petitioners' said Petition and, further Answering said Seventh Paragraph, this Defendant says that it would be possible for the parties in interest to pay the Decedent's just debts, funeral expenses and the cost of

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JAN 17 AM 11:37

12

administering her estate without selling the said real estate, and this Defendant shows that it is his belief that it was the intention of the Decedent that the said real estate should be held, after her death, by the immediate family of the Decedent without being sold. Further Answering said Seventh Paragraph, this Defendant denies that a private sale of the said real estate, if a sale of the same should become necessary, would be more advantageous than a publi c sale.

EIGHTH: This Defendant admits that there is a legal possibility that the Decedent's brothers could have additional children, and that it is also possible that one or more of the children now living of the Decedent's brothers may depart this life prior to the termination of the joint life estates, but this Defendant denies that these possibilities make it imperative that the real estate named in said Petition should be sold at either private or public sale in order that the net distributable proceeds of the sale be properly invested so as to inure in like manner as by the will to the use of the same parties who would be entitled to the realty, in accordance with Article 16, Section 167, of the Annotated Code of Marylad, 1957 Edition.

And having Answered the said Petition of the Petitioners this Defendant prays to be hence dismissed with his costs.

AND AS IN DUTY BOUND, ETC.

Ralph Ashby Brady
Ralph Ashby Brady, Defendant

James G. Woodward
Attorney for Ralph Ashby Brady, Defendant
42 State Circle, Annapolis, Md.
Phone: Colonial 3-9002

I HEREBY CERTIFY, that on this 17th day of January, 1963, I mailed, postage prepaid, a copy of the aforegoing Answer of Ralph Ashby Brady, the Defendant, to Albert J. Goodman, Esquire, Attorney for the Petitioners, addressing the same to the office of the said Attorney at 156 South Street, Annapolis, Maryland.

James G. Woodward
James G. Woodward, Attorney for
Ralph Ashby Brady, Defendant.

13

BOOK 150 PAGE 61

Jan.16,1963

From: Elwood T. Brady, 1140 Cooks Lane, Baltimore,29,Md.

To: The Judge of the Circuit Court of Anne Arundel Co. - Attention:-Mr.Fitzhugh.

1. I have before me a subpoena, No.15,330, from the Clerk of Court of Anne Arundel Co.,Annapolis, Maryland, commanding me to answer a petition filed by Bernard M. Brady,Jr., Executor of the Estate of Edith Grow deceased.

2. I opposed the petition for reasons that I shall set forth in the hearing.

Elwood T. Brady

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14

BERNARD M. BRADY, JR., ET AL,	:	IN THE CIRCUIT COURT
PETITIONERS,	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
RALPH JAMES BRADY, ET AL,	:	MARYLAND
DEFENDANTS.	:	IN EQUITY
	:	CASE NO. 15,330

ANSWER OF RALPH JAMES BRADY, A DEFENDANT.

Ralph James Brady, a Defendant, by James G. Woodward, his Attorney, for Answer to the Petition for Sale Of Decedent's Realty And Investment Of Proceeds filed against him in this case by Bernard M. Brady, Jr., individually and as Executor, et al, Petitioners, respectfully represents unto Your Honors:

FIRST: That this Defendant admits the allegations contained in the First Paragraph of the Petitioners' said Petition.

SECOND: That this Defendant admits the allegations contained in the Second Paragraph of the Petitioners' said Petition.

THIRD: That this Defendant admist the allegations contained in the Third Paragraph of the Petitioners' said Petition.

FOURTH; That this Defendant admits the allegations contained in the Fourth Paragraph of the Petitioners' said Petition.

FIFTH: That this Defendant admits the allegations contained in the Fifth Paragraph of the Petitioners' said Petition.

SIXTH: That this Defendant is without knowledge of the facts contained and alleged in the Sixth Paragraph of the Petitioners' said Petition.

SEVENTH: That this Defendant denies the allegations contained in the Seventh Paragraph of the Petitioners' said Petition and, further Answering said Seventh Paragraph, this Defendant says that it would be possible for the parties in interest to pay the Decedent's just debts, funeral expenses and the cost of

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15

administering her estate without selling the said real estate, and this Defendant shows that it is his belief that it was the intention of the Decedent that the said real estate should be held, after her death, by the immediate family of the Decedent without being sold. Further Answering said Seventh Paragraph, this Defendant denies that a private sale of the said real estate, if a sale of the same should become necessary, would be more advantageous than a public sale.

EIGHTH: This Defendant admits that there is a legal possibility that the Decedent's brothers could have additional children, and that it is also possible that one or more of the children now living of the Decedent's brothers may depart this life prior to the termination of the joint life estates, but this Defendant denies that these possibilities make it imperative that the real estate named in said Petition should be sold at either private or public sale in order that the net distributable proceeds of the sale be properly invested so as to inure in like manner as by the will to the use of the same parties who would be entitled to the realty, in accordance with Article 16, Section 167, of the Annotated Code of Maryland, 1957 Edition.

And having Answered the said Petition of the Petitioners this Defendant prays to be hence dismissed with his costs.

AND AS IN DUTY BOUND, ETC.

Ralph James Brady, Defendant

James G. Woodward, Attorney for
Ralph James Brady, Defendant.
42 State Circle, Annapolis, Md.
Phone: Colonial 3-9002

I HEREBY CERTIFY, that on this 21st day of January, 1963, I mailed, postage prepaid, a copy of the aforegoing Answer of Ralph James Brady, the Defendant, to Albert J. Goodman, Esquire, Attorney for the Petitioners, addressing the same to the office of the said Attorney at 156 South Street, Annapolis, Maryland.

James G. Woodward, Attorney for
Ralph James Brady, Defendant.

16

BERNARD M. BRADY, JR., ET AL,	:	IN THE CIRCUIT COURT
PETITIONERS,	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JAMES EDWARD BRADY, A MINOR (RALPH JAMES BRADY, HIS FATHER AND NEXT FRIEND), ET AL,	:	MARYLAND
	:	IN EQUITY
DEFENDANTS.	:	CASE NO. 15,330

ANSWER OF JAMES EDWARD BRADY, MINOR, BY RALPH JAMES BRADY, HIS FATHER AND NEXT FRIEND.

James Edward Brady, a minor now 20 years of age, by Ralph James Brady, his Father and next friend, and by James G. Woodward, his Attorney, for Answer to the Petition for Sale Of Decedent's Realty And Investment Of Proceeds filed against him in this case by Bernard M. Brady, Jr., individually and as Executor, et al, Petitioners, respectfully represents unto Your Honors:

FIRST: That this Defendant admits the allegations contained in the First Paragraph of the Petitioners' said Petition.

SECOND: That this Defendant admits the allegations contained in the Second Paragraph of the Petitioners' said Petition.

THIRD: That this Defendant admits the allegations contained in the Third Paragraph of the Petitioners' said Petition.

FOURTH: That this Defendant admits the allegations contained in the Fourth Paragraph of the Petitioners' said Petition.

FIFTH: That this Defendant admits the allegations contained in the Fifth Paragraph of the Petitioners' said Petition.

SIXTH: That this Defendant is without knowledge of the facts contained and alleged in the Sixth Paragraph of the Petitioners' said Petition.

SEVENTH: That this Defendant denies the allegations contained in the Seventh Paragraph of the Petitioners' said Petition and, further Answering said Seventh Paragraph, this Defendant says that it would be possible for the parties

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17

in interest to pay the Decedent's just debts, funeral expenses and the cost of administering her estate without selling the said real estate, and this Defendant shows that it is his belief that it was the intention of the Decedent that the said real estate should be held, after her death, by the immediate family of the Decedent without being sold. Further Answering said Seventh Paragraph, this Defendant denies that a private sale of the said real estate, if a sale of the same should become necessary, would be more advantageous than a public sale.

EIGHTH: This Defendant admits that there is a legal possibility that the Decedent's brothers could have additional children, and that it is also possible that one or more of the children now living of the Decedent's brothers may depart this life prior to the termination of the joint life estates, but this Defendant denies that these possibilities make it imperative that the real estate named in said Petition should be sold at either private or public sale in order that the net distributable proceeds of the sale be properly invested so as to inure in like manner as by the will to the use of the same parties who would be entitled to the realty, in accordance with Article 16, Section 167, of the Annotated Code of Maryland, 1957 Edition.

NINETH: Further Answering the said Petition, this Defendant, a minor now 20 years of age, shows that his father is not Ralph Ashby Brady, as shown in the title to the Petition filed against him, but that his father is Ralph James Brady, by whom this Minor Defendant files this Answer to the said Petition.

And having Answered the said Petition of the Petitioners this Defendant prays to be hence dismissed with his costs.

AND AS IN DUTY BOUND, ETC.

James Edward Brady
James Edward Brady, a Minor, Defendant

Ralph J. Brady
Ralph James Brady, Father and Next Friend of James Edward Brady, a Minor, Defendant.

James G. Woodward
James G. Woodward, Attorney for Ralph James Brady, Father and Next Friend of James Edward Brady, a Minor, Defendant.
42 State Circle, Annapolis, Maryland
Phone: Colonial 3-9002

I HEREBY CERTIFY, that on this 2-/21 day of January, 1963, I mailed, postage prepaid, a copy of the aforegoing Anser Of James Edward Brady, Minor, by Ralph James Brady, his Father And Next Friend, Defendant, to Albert J. Goodman, Esquire, Attorney for the Petitioners, addressing the same to the office of the said Attorney at 156 South Street, Annapolis, Maryland.

James G. Woodward
James G. Woodward, Attorney for Ralph James Brady, Father and Next Friend of James Edward Brady, a Minor, Defendant.

BERNARD M. BRADY, JR., et al.	:	NO. 15,330 EQUITY
VS.	:	IN THE CIRCUIT COURT FOR
BERNARD MARTIN BRADY, SR., et al.	:	ANNE ARUNDEL COUNTY

: : : : : : :

ANSWER TO PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The defendant Bernard Martin Brady, Sr., by Nicholas J. Fotos, his guardian, answering the petition filed against him and others in this proceeding, respectfully represents unto Your Honor:

That this defendant, being under a disability requiring the appointment of a guardian, may neither admit nor deny the allegations of the petition, but submits his rights to the protection of this Honorable Court.

AND AS IN DUTY BOUND, ETC.

Nicholas J. Fotos
Guardian of Bernard Martin Brady, Sr.

I hereby certify that on this 4 day of February, 1963, I delivered a copy of the forgoing answer to Albert J. Goodman, solicitor for plaintiffs.

Nicholas J. Fotos, Guardian

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9

BOOK 150 PAGE 67

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 5th day of February, 1963, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Bernard M. Brady, Jr., one of the

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

Theodore Charles Brady is a civilian residing at Aberdeen Creek, Annapolis, Maryland; is beyond the normal age for military service;

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 5th day of February, 1963.

Notarial Seal

Norma R. Ford
Notary Public.

My Commission will expire on: May 6, 1963

Filed,

FILED
1963 FEB -5 PM 12:40

BERNARD M. BRADY, JR., et al.

vs.

BERNARD MARTIN BRADY, SR., et al.

No. 15,330 ~~DIVORCES~~ - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

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

It is, thereupon, this 6th day of February, 1963, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

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

2/7/63 for 4/4/63 - (5) Woodward Goodman Folan E.P. Brady E.T. Brady

George Sachse
Judge

4/4/63
A.R. #3
10 A.M.

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21

BOOK 150 PAGE 69

BERNARD M. BRADY, JR., etc., et al:		NO. 15,330 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
BERNARD MARTIN BRADY, SR., et al:		ANNE ARUNDEL COUNTY

: : : : : : :

DECREE

This cause standing ready for hearing and being submitted, testimony was taken in open court, counsel were heard, and the proceedings were read and considered by the Court.

It is thereupon, this 15th day of April, 1963, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the real estate mentioned in these proceedings be sold, and that Albert J. Goodman and James G. Woodward be and they are hereby appointed trustees to make said sale; and that the course and manner of their proceedings shall be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves and a surety or sureties to be approved by this Court in the penalty of thirty five thousand Dollars ($35,000.00), conditioned for the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises. They shall then proceed to sell said property, either at public or private sale, whichever, in their discretion, is most advantageous to all the parties t this cause but, in no event, for an amount less than the appraised value thereof, to wit, $31,500.00. In the event of a public sale, the trustees sh give three weeks' notice thereof, in accordance with Maryland Rule BR 3-

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ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

22

by advertisement inserted in some newspaper published in Anne Arundel County and such other notice as they may think proper of the time, place. manner and terms of sale, which terms shall be as follows: A deposit ten per cent (10%) of the purchase price to be paid in cash on the day of sale deferred payments to bear interest at six per cent (6%) per annum from the day of sale; and as soon as may be convenient after any such sale, the said trustees shall return to this Court a full and particular account of the same, with an annexed affidavit of the truth thereof and of the fairness of such sale; and upon ratification of such sale by the Court and upon the payment of the whole purchase money, and not before, the trustees shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers of said property, 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 to this proceeding, the devisees of Edith Brady Grow, deceased, and those claiming by, from or under them or any of them; and the trustees shall bring into this court the money arising from said sale to be distributed under the direction of this Court after deducting the costs of this suit and such commission to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

O. Bowie Duckett
Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

23

Trustee—Md.

A STOCK COMPANY

"Old and Tried" Organized 1849

Glens Falls

INSURANCE COMPANY
Glens Falls, N. Y.

BOOK 12 PAGE 36
15,330 Equity

BOOK 150 PAGE 71

Know All Men by These Presents:

THAT WE, JAMES G. WOODWARD and ALBERT J. GOODMAN,

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 THIRTY-FIVE THOUSAND ($35,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 25th day of April, in the year nineteen hundred and sixty-three.

WHEREAS, the above bounden James G. Woodward and Albert J. Goodman by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Maryland, has been appointed trustee to sell the real estate

mentioned in the proceedings in the case of Bernard M. Brady, Jr., etc., et al.

vs.

Bernard Martin Brady, Sr., et al.
No. 15, 330 Equity

now pending in said Court

Now the Condition of this Obligation is such, that if the above bounden James G. Woodward and Albert J. Goodman

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

Signed, sealed, and delivered in the presence of

Theodore G. Bloom as to both

James G. Woodward [SEAL]

Albert J. Goodman [SEAL]

GLENS FALLS INSURANCE COMPANY

By G. F. Kennedy, Attorney [SEAL]

Bond approved this 29th day of April, 1963

Lloyd N. Phipps, Clerk

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Form 15195

BERNARD M. BRADY, JR., etc., et al: NO. 15,330 EQUITY

VS. : IN THE CIRCUIT COURT

FOR

BERNARD MARTIN BRADY, SR., et al: ANNE ARUNDEL COUNTY

: : : : :

TRUSTEES' REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman and James G. Woodward, trustees appointed by a decree of this Honorable Court to make sale of the real estate mentioned in these proceedings, respectfully shows:

That after giving bond for the faithful performance of their trust as required by said decree, they did sell said real estate by private sale to Edward C. Lee of Annapolis, Maryland, for a purchase price of $37,602.01 net to the trustees; the manner of said sale being as follows:

Said trustees first determined, in their discretion, that by reason of the nature, condition and location of said property, a private sale as authorized by said decree would be more advantageous to all parties in interest than a public sale, wherefore they offered the property for sale through several real estate brokers and personally contacted other prospective purchasers. Having received two offers in excess of the appraised value of $31,500.00, they obtained succeedingly higher offers from both offerors until they had obtained one firm offer of $34,000.00, less a 6% brokerage commission, and a tentative offer equivalent to $35,000.00 less a 6% commission, whereupon they then notified both prospective purchasers, as well as other interested persons, including several real estate brokers, that they would accept sealed bids to be opened at 2 p.m., Monday, June 3,

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

25

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1963, with the minimum bid to be $32,000.00 net to the trustees, a deposit of $1,000.00 to be required and the balance in cash within 90 days, subject to ratification by this Court.

The trustees further represent that three bids were received, photocopies of which are annexed hereto; and as evidenced thereby, the said Edward C. Lee submitted the highest bid. The trustees are of the opinion that said high bid of $37,602.01, being free and clear of any expenses of sale, including advertisement expenses, brokerage fees, or auctioneer's fees, and, therefore, equivalent to a sales price in excess of $40,000.00 if sold through a broker, is a fair and reasonable price for said property, and represents the highest net price reasonably obtainable through either public or private sale; wherefore, they have contracted to sell said property at said price to said purchaser, Edward C. Lee, subject to the approval and ratification thereof by this Honorable Court. Attached hereto is an executed copy of the contract of sale, which the trustees pray to be taken as part of this report.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman

James G. Woodward
Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 5th day of June, 1963, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Albert J. Goodman and James G Woodward, Trustees, who made oath in due form of law that the matters set forth in the foregoing report of sale are true as therein set forth. and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Notary Public.

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

26

CHARLES F. LEE & CO., INC.
REAL ESTATE AND INSURANCE
LEE BUILDING
COLONIAL 2-8461 ANNAPOLIS, MD.

BOOK 150 PAGE 74

Mr. Albert J. Goodman
156 South Street
Annapolis, Maryland

Dear Mr. Goodman:

I wish to submit my offer of Thirty-seven thousand six hundr two and 01/100 dollars ($37,602.01) net for the premises known as No. 17 Revell Street, Annapolis, Maryland subject to the terms set forth in Mr. Theodore G. Bloom's letter of May 20, 1963.

Very truly yours,

Edward C. Lee

ECL/dbs

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1963 JUN -5 PM 12:38

27

BOOK 150 PAGE 75

COLEMAN du PONT • R.F.D. 3 • ANNAPOLIS, MARYLAND

6/3/63

Goodman, Bloom & Michaelson
156 South Street
Annapolis Md.

Re: Estate of Edith Grow

I hereby enter my bid
for property located at #17 Revell St.
Annapolis to the amount
of ($34,557.00) thirty four thousand
five hundred fifty one dollars.

Sincerely

Coleman du Pont

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1963 JUN -5 PM 12:38

THE JOSEPH D. LAZENBY COMPANY
REAL ESTATE AND INSURANCE
215 MAIN STREET
ANNAPOLIS, MARYLAND

BOOK 150 PAGE 76

POST OFFICE BOX
389

TELEPHONE
COLONIAL 3-26[illegible]

June 3, 196

Mr. Albert J. Goodman and
Mr. James G. Woodward
Trustees for Estate of Edith Brady Grow, deceased
Annapolis, Maryland

Gentlemen:

We hereby submit a bid in the amount of Thirty-t[illegible] thousand, five hundred and 00/100 ($32,500.00) dollars net to th[illegible] Estate for the purchase of 17 Revell Street, Annapolis, Anne Arundel County, Maryland, together with all improvements there[illegible]

This bid is being submitted by us on behalf of Admiral and Mrs. M. G. O'Connor.

Respectfully submitted,

THE JOSEPH D. LAZENBY COMPANY

PHILIP R[illegible]URG

R:H

"In Annapolis Since 1880"

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1963 JUN -5 PM 12:38

29

CONTRACT OF SALE—Form 19.

BOOK 150 PAGE 77

THIS AGREEMENT, Made this 3rd day of June nineteen hundred and sixty-three, between ALBERT J. GOODMAN and JAMES G. WOODWARD, Trustees under and by virtue of a Decree of the Circuit Court for Anne Arundel County dated April 15, 1963 and passed in a cause entitled "Bernard M. Brady, Jr., etc. et al. vs. Bernard Martin Brady, Sr., et al", No. 15,330 Equity,

of the first part, vendors; and

EDWARD C. LEE, of Anne Arundel County, Maryland,

of the second part, purchaser.

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the Sixth Election District of Anne Arundel County, Maryland, being the property described in a deed from Charles Ashby Brady and wife to Edith B. Grow dated January 16, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 56, folio 104; and being also the identical property which is the subject of and is mentioned and described in the aforementioned Equity Proceeding; the improvements thereon being known and designated as No. 17 Revell Street, Annapolis, Maryland.

At and for the price of Thirty-seven Thousand Six Hundred and Two and 01/100 Dollars, ($37,602.01)

of which One Thousand Dollars ($1,000.00) Dollars,

have been paid prior to the signing hereof and the balance to be paid as follows: In cash, within ninety days of the date hereof, subject to the approval and ratification of this sale by said Circuit Court.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee, free and clear from all claims of the parties to said Equity proceeding, the devisees of Edith Brady Grow, deceased, and those claiming by, from or under them. Taxes, water rent, other public charges, and rent to be paid or allowed for by the Vendor to the date of ---------- , nineteen hundred and ---- settlement.

Time is the essence of this contract.

Witness our hands and seals.

TEST:

Theodore G. Hoon

Albert J. Goodman [SEAL]
Albert J. Goodman

James G. Woodward [SEAL]
James G. Woodward
Trustees - Vendors

[SEAL]

Edward C. Lee [SEAL]
Edward C. Lee, Purchaser

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1963 JUN -5 PM 12:38

30

ORDER NISI

BERNARD M. BRADY, JR., etc., et al

versus

BERNARD MARTIN BRADY, SR., et al

BOOK 150 PAGE 78

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,330 Equity

Ordered, this 5th day of June, 1963, That the sale of the property in these proceedings mentioned made and reported by Albert J. Goodman and James G. Woodward, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of July next.

The report states that the amount of sale was $ 37,602.01

Clerk.

True Copy,

TEST: Clerk.

Albert J. Goodman, Atty.
(Final Order)

Maryland Gazette (for June 13 edition)

BERNARD M. BRADY, JR., etc., et al

versus

BERNARD MARTIN BRADY, SR., et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of July, 1963 that the sale made and reported by the 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.

JUDGE.

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1963 JUL 16 PM 12:19

31

No. 15,330 Equity

Trustee—Md.

A STOCK COMPANY

"Old and Tried" Organized 1849

Glens Falls

INSURANCE COMPANY
Glens Falls, N. Y.

BOOK 12 PAGE 92

BOOK 150 PAGE 79

Know All Men by These Presents:

THAT WE, JAMES G. WOODWARD (1) and ALBERT J. GOODMAN (2),
42 State Circle (1), Annapolis, Maryland, and 156 South Street (2), Annapolis, Maryland,

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 TWO THOUSAND SIX HUNDRED ($2,600.00)- 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 11th day of June, in the year nineteen hundred and sixty-three.

WHEREAS, the above bounden James G. Woodward and Albert J. Goodman, by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Maryland, has been appointed trustee to sell the real estate

mentioned in the proceedings in the case of Bernard M. Brady, Jr., etc., et al.

vs.

Bernard Martin Brady, Sr., et al.

now pending in said Court No. 15, 330 Equity

Now the Condition of this Obligation is such, that if the above bounden James G. Woodward and Albert J. Goodman

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

Signed, sealed, and delivered in the presence of

Norma R. Ford as to both

James G. Woodward [SEAL]
James G. Woodward

Albert J. Goodman [SEAL]
Albert J. Goodman

GLENS FALLS INSURANCE COMPANY

By G. F. Kennedy [SEAL]
G. F. Kennedy, Attorney

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1963 JUN 17 AM 10:09

Form 15195

Bond approved this 17th day of June, 1963

Louis N. Phipps, Clerk

32

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,330 Equity

BERNARD M. BRADY, JR., etc., et al

versus

BERNARD MARTIN BRADY, SR et al

Ordered this 5th day of June, 1963, That the sale of the property in these proceedings mentioned made and reported by Albert J. Goodman and James G. Woodward, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of July next.

The report states that the amount of sale was $37,602.01

LOUIS N. PHIPPS
Clerk

True Copy, TEST:
LOUIS N. PHIPPS
Clerk.

Jy-2

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 15 PAGE 60

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 12, 1963

We hereby certify, that the annexed Order Nisi Sale Eq. 15,330 Bernard Martin Brady, S.

was published in

Maryland Gazett

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of July, 1963. The first insertion being made the 13th day of June, 1963.

FILED 1963 JUL 12 PM 3:42

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 5149

33

BERNARD M. BRADY, JR., etc., et al.	:	NO. 15,330 EQUITY
	:	IN THE CIRCUIT COURT
VS.	:	FOR
BERNARD MARTIN BRADY, SR., et al.	:	ANNE ARUNDEL COUNTY

: : : : : : : : :

PETITION
AND ORDER OF COURT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Bernard M. Brady, Jr., individually and as executor of the estate of Edith Brady Grow , deceased, and Charles Edward Brady and Russell P. Brady, plaintiffs in the above-entitled cause, by Albert J. Goodman, their solicitor, respectfully represents unto Your Honors:

FIRST: As reference to these proceedings will disclose, Edith Brady Grow, deceased, by her Last Will and Testament, duly admitted to probate, devised certain real estate to her four brothers for their joint lives, with remainders over, upon the death of the last surviving brother, to the children of said life tenants then living. By reason of the insufficiency of the personal estate of the decedent, your petitioners brought this action to sell the real estate, use the proceeds thereof to pay the decedent's debts and funeral expenses and the costs and expenses of administration, and invest the surplus in accordance with Article 16, Section 167 of the Annotated Code of Maryland, 1957 Edition.

SECOND: By a decree passed herein on April 15, 1963, James G. Woodward and Albert J. Goodman were appointed trustees to sell said realty, and, in accordance therewith, the trustees sold said real estate and

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ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

duly reported the sale to this Honorable Court. The sale having been ratifield, said realty has now been converted into personalty.

THIRD: Your petitioners are advised and believe that the money arising from said sale, after payment of expenses, court costs, commissions to the trustees and other sums allowed by this Honorable Court herein, should be paid over to Bernard M. Brady, Jr., as executor of the estate of Edith Brady Grow, deceased, to enable him to pay the debts of the decedent and expenses of administration in the Orphans' Court for Anne Arundel County, and to state his final accounting in said Court, with said executor being directed to pay over all moneys remaining in his hands for distribution to the devisees under the will of Edith Brady Grow to such person as this Court may designate to receive and invest the same for the benefit of said devisees in accordance with Article 16, Section 167 of the Annotated Code of Maryland.

FOURTH: Your petitioners are further advised that said James G. Woodward and Albert J. Goodman, trustees appointed to sell said real estate, have expressed their unwillingness to serve as trustees for the investment of the money arising therefrom. Your petitioners respectfully suggest, therefore, that said Bernard M. Brady, Jr., be appointed trustee to receive and invest the surplus money from the estate of Edith Brady Grow, arising from the sale of said realty, for the benefit of the devisees of said realty, in accordance with the aforementioned statute.

FIFTH: Bernard Martin Brady, Sr., one of the testatrix's brothers and a life tenant, has departed this life since the institution of these proceedings, leaving Elwood P. Brady, Theodore Brady and Ralph Brady as surviving joint life tenants.

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

35

Wherefore your petitioners pray:

A. That James G. Woodward and Albert J. Goodman, Trustees, be directed to distribute the net proceeds from the sale of said real estate, after payment of court costs in these proceedings, expenses of sale, trustees' commissions and such other sums as may be allowed, to Bernard M. Brady, Jr., as executor of the estate of Edith Brady Grow, deceased.

B. That Bernard M. Brady, Jr., executor of the estate of Edith Brady Grow, deceased, be ordered, directed and authorized to use the funds so paid over to him, together with the personal property in said decedent's estate, to pay the debts of said decedent and her estate, including funeral expenses, and the costs and expenses of administration, including inheritence taxes, and, after statement of his final administration account in the Orphans' Court for Anne Arundel County, to pay over the surplus remaining in his hands for distribution to the devisees under the will of Edith Brady Grow to the person designated by this Honorable Court to receive the same as trustee for investment in accordance with Article 16, Section 167 of the Annotated Code of Maryland, 1957 Edition.

C. That Bernard M. Brady, Jr., be appointed trustee to receive the monies distributable to the devisees under the will of Edith Brady Grow in lieu of said realty, and invest the same so as to inure in like manner as by said will to the use of Theodore Charles Brady, Elwood Paul Brady and Ralph James Brady jointly with cross-remainders between them; and upon the death of the last survivor among them to divide the corpus of said trust among the children, then living, of said Theodore Charles Brady, Elwood Paul Brady and Ralph James Brady and of Bernard Martin Brady, Sr., now deceased.

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

36

D. And for such other and further relief as the nature of their cause may require.

And as in duty bound, etc.

Albert J. Goodman
Solicitor for Petitioners

ORDER

Upon the foregoing petition it is this 19th day of July, 1963, by the Circuit Court for Anne Arundel County in Equity ordered that the defendants, Theodore Charles Brady, Ralph Ashby Brady, James Edward Brady, Elwood Paul Brady, Elwood T. Brady and Ralph James Brady, show cause, within 15 days after service of a copy of this order and the foregoing petition upon them or their solicitor of record, why the relief prayed in said petition should not be granted.

Judge

I hereby certify that on the 22nd day of July, 1963, I mailed copies of the foregoing petition and order to James C. Woodward, Esq., 42 State Circle, Annapolis, Maryland, solicitor for Ralph James Brady, James Edward Brady, and Ralph Ashby Brady; Elwood Paul Brady and Elwood T. Brady, 1140 Cooks Lane, Baltimore 29, Maryland, who appeared in proper person; and Theodore Charles Brady, Aberdeen Creek, Annapolis, Maryland, for whom no appearance has been entered and against whom a decree pro confesso was obtained.

Solicitor for Petitioners

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1963 JUL 22 AM 10:11

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

37

BERNARD M. BRADY, JR., etc., et al.	:	NO. 15,330 EQUITY
	:	IN THE CIRCUIT COURT
VS.	:	FOR
BERNARD MARTIN BRADY, SR., et al.	:	ANNE ARUNDEL COUNTY

: : : : : : : : :

MOTION FOR FINAL ORDER APPOINTING TRUSTEE AND DIRECTING MANNER OF DISTRIBUTION OF PROCEEDS OF SALE AND ORDER OF COURT THEREON

No cause to the contrary having been shown by the defendants within 15 days after service upon them of the petition filed by the plaintiffs on July 18, 1963, and the Order of Court thereon dated July 22, 1963, as prescribed in said Order, the plaintiffs, Bernard M. Brady, Jr., individually and as executor of the estate of Edith Brady Grow, deceased, and Charles Edward Brady and Russell P. Brady, by Albert J. Goodman, their solicitor, respectfully move the Court to pass a final order in the premises, appointing a trustee and directing the manner of distribution of the proceeds from the sale of the real estate mentioned in these proceedings, in accordance with the prayer of said petition.

Albert J. Goodman
Albert J. Goodman
Solicitor for Plaintiffs

ORDER

The defendants having failed to show cause why the relief prayed by the plaintiffs in the petition filed by them on July 18, 1963, should not be granted, within the time prescribed by the Order of Court passed herein on July 22, 1963, it is this 8th day of August, 1963,

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ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

by the Circuit Court for Anne Arundel County in Equity ordered that the foregoing motion be, and the same hereby is, granted; and in accordance therewith it is further ordered and decreed:

A. That James G. Woodward and Albert J. Goodman, Trustees, be and they hereby are, directed to distribute the net proceeds from the sale of said real estate, after payment of court costs in these proceedings, expenses of sale, trustees' commissions and such other sums as may be allowed, to Bernard M. Brady, Jr., as executor of the estate of Edith Brady Grow, deceased.

B. That Bernard M. Brady, Jr., executor of the estate of Edith Brady Grow, deceased, be and he hereby is, ordered, directed and authorized to use the funds so paid over to him, together with the personal property in said decedent's estate, to pay the debts of said decedent and her estate, including funeral expenses, and the costs and expenses of administration, including inheritance taxes, and, after statement of his final administration account in the Orphans' Court for Anne Arundel County, to pay over the surplus remaining in his hands for distribution among the devisees under the will of Edith Brady Grow to the trustee hereinafter appointed.

C. That Bernard M. Brady, Jr., be and he hereby is, appointed trustee to receive the monies distributable to the devisees under the will of Edith Brady Grow in lieu of said realty, and invest the same so as to inure in like manner as by said will to the use of Theodore Charles Brady, Elwood Paul Brady and Ralph James Brady jointly with cross-remainders between them; and upon the death of the last survivor among them to divide the corpus of said trust among the children, then living, of said Theodore Charles

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

39

Brady, Elwood Paul Brady and Ralph James Brady and of Bernard Martin Brady, Sr., now deceased.

D. That the administration of said trust shall be under the jurisdiction and supervision of this Court, and the said Bernard M. Brady, Jr., before assuming the office and duties of such trust, 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 said Clerk in the penalty of thirty five thousand Dollars ($35,000.00) conditioned for the faithful performance of said trust.

O. Bowie Duckett
Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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1963 AUG -8 PM 3:26

BOOK 150 PAGE 88

In the Case of

BERNARD M. BRADY, JR., Individually & as Executor of the Estate of Edith Brady Graw, deceased, et al

VS.

BERNARD MARTIN BRADY, SR., et al

In the

Circuit Court

For

Anne Arundel County

No. 15,330 Equity

To the Honorable, the Judges of said Court:

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

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All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 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

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1963 DEC -9 PM 3:02

41

42

Dr. In Re: Bernard M. Brady, Jr., et al

VS.

BOOK 150 PAGE 89

Bernard Martin Brady, Sr., et al

In Acct. with Albert J. Goodman & James G. Woodward, Trustees

						Cr.	
By	Amount of Sale, as per Trustees' Report of Sale filed			37,602	01		
						37,602	01
To	Trustees, for commission, viz:	1,032	04				
To	Albert J. Goodman, for counsel fee as per Order of Court 6/7/63	500	00				
				1,532	04		
To	Trustees, for court costs, viz:						
	Plaintiff's solicitor appearance fee	10	00				
	Defendant's solicitor appearance fee	10	00				
	Clerk, court costs	91	75				
	Wm. R. Huggins, Sheriff, Anne Arundel Co.	13	25				
	Conchita D. Tuers, stenographer's fee	10	00				
	Auditor, this account	45	00				
				180	00		
To	Trustees, for expenses, viz:						
	Glens Falls Insurance Company - bond	150	50				
	Capital-Gazette Press, Inc. - Nisi - Sale	15	00				
	Adjustments:						
	1963 State & County Real Estate taxes, 10 months & 6 days & interest	218	57				
	City of Annapolis Real Estate taxes, 4 Months & 6 days & interest	57	85				
	City of Annapolis, water charges	13	02				
	½ Federal & State Revenue Stamps	62	70				
				517	64		
	Balance for distribution	35,372	33				
	Distribution						
To	Bernard M. Brady, Jr., Executor of Estate of Edith Brady Graw, deceased, as per Order of Court 8/8/63	35,372	33				
				35,372	33		
						37,602	01

original

C. Maurice Weidemeyer
Thomas M. Schifanelli
236 Main Street
Annapolis, Maryland
ATTORNEYS

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SOUTHERN MUNICIPAL CORPORATION
a body corporate of the
State of Delaware
236 Main Street
Annapolis, Maryland

Plaintiff

IN EQUITY

EQUITY NO. 15,761

vs.

JOHN A. CHAPMAN and
CARRIE W. CHAPMAN
530 Bridgeview Road
Baltimore 25, Md.

MR. AND MRS. WILLIAM WALLACE O'ROURKE
MR. AND MRS. JOHN N. MAGUIRE and
MR. AND MRS. JOHN J. BRENNAN
Duncan Building
Towson 4, Maryland

MR. AND MRS. J. A. CUNEY
aka MR. AND MRS. J. A. CURNEY
134 Seaton Place, N.W.
Washington, D. C.

LUELLA V. BLADEN
R.F.D. #1
Tarentum, Pennsylvania

LOUISA WILLIAMS
Linthicum Heights, Maryland

HENRY ROBERTS and
LINIS ROBERTS, his wife
155 Rhode Island Avenue, N.E.
Washington, D. C.

JOSEPH T. OWENS,
aka JOSEPH OWINGS,
aka JOSEPH OWNES
Address unknown

MARGARET G. OWINGS
CHARLES G. OWINGS
FLORENCE B. OWINGS
REBECCA L. JONES
MARY D. OWINGS
EVERETT N. OWINGS
FREDERICK A. OWINGS
Alleged heirs of Joseph Owings
Addresses unknown

EDWARD C. HAMPTON and
MAURY E. HAMPTON
656 Chaplin Street, S.E.
Washington 19, D. C.

SUNRISE BEACH, INC.
711 - 14th Street, N.W.
Washington, D. C.

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1963 AUG -1 PM 2:27

HERBERT HINES, JR.,
LAURA HINES, his wife
101 Cherry Lane
Glen Burnie P. O., Md.
(if not there, 6037 Ritchie Highway
Brooklyn Park, Md.)
(if not there, 21 E. Cedar Hill Lane
Baltimore 25, Md.)
(if not there, R.F.D. #9,
Brooklyn, Md.)

CREST INVESTMENT TRUST, INC., Mortgagee
41 West Preston Street
Baltimore, Maryland

JOHN J. SYLVESTER, JR.
131 E. Cross Street
Baltimore 30, Md.

JOHN J. SYLVESTER, SR.
131 E. Cross Street
Baltimore 30, Md.

DAISY SHAW GROSS and
SYLVANUS GROSS, her husband
Deale, Maryland

MR. & MRS. WILLIAM THOMAS EDWARDS, and
ISABELLE MACK
MR. MACK, her husband
Route 1, Box 92
Glen Burnie, Maryland

MR. & MRS. NATHAN OWINGS
Address unknown

MR. & MRS. NATHAN EDWARDS
Address unknown

TILLIE IVREY ROSENSTEIN and
MR. ROSENSTEIN, her husband
5 Murray Avenue
Annapolis, Maryland

RAYMOND L. MOSS, Mortgagee
Address unknown

MR. & MRS. WILLIAM E. GREISER and
ARTHUR D. JACKSON
MRS. ARTHUR D. JACKSON
1109 S. Ellwood Avenue
Baltimore 24, Md.

MR. & MRS. VAUGHN L. MILLER
325 E. Biddle Street
Baltimore, Md.

CAPE ST. CLAIRE IMPROVEMENT ASSN., INC., Assignee
c/o Harry Rever
Green Holly Drive, Route 4
Annapolis, Maryland

LELAN SILER and
FRANCES M. SILER, his wife
211 S. Calhoun Street
Baltimore 23, Md.

1. 2

WELHELMINA BROEMER,
aka WELHELMINA BROEHMER,
aka WILHELMINA BROEMER,
aka WILHELMINA BROEHMER
1704 N. Collington Avenue
Baltimore, Md.

JOHN HICKS DEAN and
GENEVA DEAN, his wife
R.F.D. 2, Jacobsville
Pasadena, Maryland

~~SAMUEL DUKE~~
~~1800 Druid Hill Avenue~~
~~Baltimore, Md.~~

JOHN THOMAS WILLS and
FLORENCE LOUISE WILLS, his wife
815 Bethume Road
Baltimore, Maryland

PIO J. MAROCCO, Mortgagee
309 Kernewy Avenue
Baltimore, Md.

SIDNEY AGRESS and
TRUDY AGRESS, his wife
3701 Dennlyn Road
Baltimore 15, Md.

PASADENA LAND DEVELOPMENT COMPANY, a body corporate
Old Stage Road
Glen Burnie, Maryland

WILLIAM C. CHRISTIAN
DOROTHY W. CHRISTIAN, his wife, Mortgagees
211 Wildn Drive, Towson,
Baltimore Co., Maryland

ALFRED B. CHRISTIAN and
CLYDE CHRISTIAN, his wife, Mortgagees
6500 Trumn Road
Hyattsville, Md.

ROBERT E. CHRISTIAN and
MARIE T. CHRISTIAN, his wife, Mortgagees
Greenhaven
Anne Arundel Co., Md.

RICHARD CHRISTIAN and
LYNDA CHRISTIAN, his wife, Mortgagees
Address unknown

AND the unknown heirs, alienees, devisees and assignees of the foregoing and any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

Third Dist. Cert. No. 3434, Lot #11 as shown on a plat entitled "Beale's Ridge" (Plat Book 22, folio 27).

Fourth Dist. Cert. No. 3444, Lot approximately 100 feet by 100 feet situated on the northeast side of the road leading from Waugh Chapel to Odenton.

Fourth Dist. Cert. No. 3445, Lot Nos. 1 and 2, Block R, as shown on a plat of Colonial Park (Plat Book 15, folio 16).

3

Fourth Dist. Cert. No. 3446, Lot Nos. 3 and 4, Block X, as shown on a plat of Grande View Park (Plat Book 3, folio 4).

Fifth Dist. Cert. No. 3450, Lot Nos. 43 and 44 as shown on a plat of Gray's Park (Plat Book 18, folio 40).

Second Dist. Cert. No. 3463, Lots 19 and 20, as shown on a plat entitled "Sub-Division of property for Louis L. Lee on Crain Highway", which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book 18, folio 39.

Second Dist. Cert. No. 3464, Lot 1255, as shown on Plat entitled "Sunrise Beach, Section 4", which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book 23, folio 1.

Fifth Dist. Cert. No. 3471, Lots 5, 6, 7, Block 66, as shown on Anne Arundel County Sanitary Commission Plat of the Brooklyn Park Sanitary District, Sheet No. B-74, recorded among the Plat Records of Anne Arundel County in Anne Arundel County Sanitary Commission Plat Book No. 2, also described as 1 acre, more or less, situate on the south side of Cherry Lane east of Governor Ritchie Highway.

Third Dist. Cert. No. 3473, Lot 124, as shown on Plat entitled "Revised Plat 1 Rock Creek Park," which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 13.

Seventh Dist. Cert. No. 3507B, 1/2 acre, more or less, situated just east of Tyler Road and just west of Back Creek, also known as Parker Creek, and sold as 1.59 acres situated at Deale.

Third Dist. Cert. No. 3514B, One acre, more or less, situated near Solley.

Third Dist. Cert. No. 3515B, Lot No. 29, Block S, as shown on a plat entitled "Plat No. 2 Cape St. Claire." (Plat Book 21, folio 9).

Third Dist. Cert. No. 3516B, Lot No. 7, Block EE, as shown on a plat entitled "Plat No. 4 Cape St. Claire". (Plat Book 21, folio 47).

Third Dist. Cert. No. 3517B, Lot No. 2, Block C, as shown on a plat entitled "Cape St. Claire Deep Creek Sub-division Section 1". (Plat Book 22, folio 20).

Third Dist. Cert. No. 3518B, Lot Nos. 5 and 6, Block 14, as shown on a Plat of Carrollton Manor (Plat Book 9, folios 23 and 24).

Third Dist. Cert. No. 3521B, Tract or lot measuring approximately 500 feet by 100 feet, situate on the western side of Rock Creek Road, near Jacobsville, and improvements.

Third Dist. Cert. No. 3522B, 0.94 acre, more or less, west of Spencer Road, near Marley.

Third Dist. Cert. No. 3526B, Lot No. 44 as shown on a Plat entitled "Sub-division of Lots 9 & 10 as shown on the recorded plat of sub-division of property on Old Annapolis Road". (Plat Book 21, folio 25).

Third Dist. Cert. No. 3528B, Lot No. 20 Block K as shown on a plat entitled "Plat No. 2 Cape St. Claire". (Plat Book 21, folio 9).

Third Dist. Cert. No. 3532B, Lot Nos. 1 through 10 and 23 through 28, Section 4, as shown on a plat of Green Haven (Plat Book 15, folio 7)

Third Dist. Cert. No. 3533B, Lot Nos. 21 through 28 and 33 through 36, Section 30, as shown on a plat of Green Haven (Plat Book 15, folio 7).

Defendants

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, and sold on the 9th day of October, 1961, by Edward M. Dunn, Jr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

Certificate No. 3434 - Lot 11, J.H.H. 926/374, as shown on the plat of 196 acres tract near Jacobsville, Beale's Ridge, Third Election District, and assessed to John A. and C. W. Chapman, and sold to the Plaintiff for $33.60, all of which sum has been paid.

Certificate No. 3444 - Lot 100 x 100, Block 30, G.T.C. 1044/358, situated at Odenton, Fourth Election District, and assessed to Wm. Wallace O'Rourke, et al, and sold to the Plaintiff for $36.79, all of which sum has been paid.

Certificate No. 3445 - Lots 1 and 2, Block R, as shown on Plat of Colonial Park, Fourth Election District, and assessed to J. A. Curney, and sold to the Plaintiff for $19.61, all of which sum has been paid.

Certificate No. 3446 - Lots 3, 4, Block X as shown on the Plat of Grande View Park, Fourth Election District, and assessed to Luella V. Bladen, and sold to the Plaintiff for $19.97, all of which sum has been paid.

Certificate No. 3450 - Lot 43, 44, Block 105, Imps., situated at Gray's Park, Fifth Election District, and assessed to Louisa Williams, and sold to the Plaintiff for $104.72, all of which sum has been paid.

Certificate No. 3463 - Lots 19-20, Blk. 695, G.T.C. 1074/382, situated near Conways, Second Election District, and assessed to Henry and Linis Roberts, and sold to the Plaintiff for $80.00, of which sum $25.88 has been paid.

Certificate No. 3464 - Lot 1255, Sec. 4, Plat 1, 85 x 302 as shown on Plat of Sunrise Beach, Second Election District, and assessed to Edward and Maury Hampton, and sold to the Plaintiff for $100.00, of which sum $40.65 has been paid.

Certificate No. 3471 - Lot 5, 6 and 7, Block 66, as shown on plat of Brooklyn Park, Fifth Election District, and assessed to Herbert, Jr., and Laura Hines, and sold to the Plaintiff for $105.41, all of which sum has been paid.

Certificate No. 3473 - Lot 124, G.T.C. 957/47 as shown on the Plat of Rock Creek Park, Third Election District, and assessed to J. J. and J. J. Sylvester, Sr., and sold to the Plaintiff for $46.13, all of which sum has been paid.

5

Certificate No. 3507B - Block 455, 1.59 acres F.S.R. 109/3, situated at Deale, Seventh Election District, and assessed to Sylvanus and Daisy S. Gross, and sold to the Plaintiff for $76.55, all of which sum has been paid.

Certificate No. 3514B - 1 acre situated near Solley, Third Election District, and assessed to Wm. T. Edwards and I. Mack, and sold to the Plaintiff for $35.39, all of which sum has been paid.

Certificate No. 3515B - Lot 29, Block S, Plat 2 as shown on the Plat of Cape St. Claire, J.H.H. 738/430, Third Election District, and assessed to Wm. Greiser and A. D. Jackson, and sold to the Plaintiff for $41.15, all of which sum has been paid.

Certificate No. 3516B - Lot 7, Block EE, Plat 4, as shown on Plat of Cape St. Claire, G.T.C. 1080/181, Third Election District, and assessed to Vaugh L. Miller, and sold to the Plaintiff for $41.15, all of which sum has been paid.

Certificate No. 3517B - Lot 2, Block C, Sec. 1 as shown on the Plat of Cape St. Claire, Deep Creek Sub-div., G.T.C. 1235/142, Third Election District, and assessed to Lelan and Frances M. Siler, and sold to the Plaintiff for $60.00, of which sum $41.15 has been paid.

Certificate No. 3518B - Lots 5 and 6, Block 14, as shown on the plat of Carrollton Manor, Third Election District, and assessed to Wilhelmina Broehmer, and sold to the Plaintiff for $33.61, all of which sum has been paid.

Certificate No. 3521B - Block 245, App. 1 acre or lots 14-15, unrecorded plat improvements situated near Jacobsville, G.T.C. 1222/6, Third Election District, and assessed to John H. and Geneva Dean, and sold to the Plaintiff for $400.00, of which sum $53.99 has been paid.

Certificate No. 3522B - Lot .945 acres situated near Marley E.S. Marley Road, G.T.C. 1107/376, Third Election District, and assessed to Samuel Duke, and sold to the Plaintiff for $200.00, of which sum $43.85 has been paid.

Certificate No. 3526B - Lot 44, Sub-div. Lots 9, 10, Imps., situated at Old Annapolis Road, G.T.C. 1179/231, Third Election District, and assessed to John Thomas and Louise Wills, and sold to the Plaintiff for $303.40, all of which sum has been paid.

Certificate No. 3528B - Lot 20, Block K, Plat 2 as shown on plat of Cape St. Claire, J.H.H. 942/551, Third Election District, and assessed to Sidney and Trudy Agress, and sold to the Plaintiff for $50.00, of which sum $38.87 has been paid.

Certificate No. 3532B - Lots 1 to 10, 23 to 28, Sec. 4, as shown on the Plat of Green Haven, G.T.C. 1253/192, Third Election District, and assessed to Pasadena Land and Development Co., and sold to the Plaintiff for $205.02, all of which sum has been paid.

Certificate No. 3533B - Lots 21 to 28, 33 to 36, Sec. 30, as shown on the plat of Green Haven, G.T.C. 1253/192, Third Election District, and assessed to Pasadena Land and Development Co., and sold to the Plaintiff for $65.80, all of which sum has been paid.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 9, 1961.

It is thereupon this 1st day of August, 1963, by the Circuit Court for Anne Arundel County in Equity,

ORDERED that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 10th day of October, 1963, next, warning the said John A. Chapman and Carrie W. Chapman, Mr. & Mrs. William Wallace O'Rourke, Mr. & Mrs. John N. Maguire and Mr. and Mrs. John J. Brennan, Mr. & Mrs. J. A. Cuney aka Mr. & Mrs. J. A. Curney, Luella V. Bladen, Louisa Williams, Henry Roberts and Linis Roberts, his wife, Joseph T. Owens, aka Joseph Owings, aka Joseph Ownes, Margaret G. Owings, Charles G. Owings, Florence B. Owings, Rebecca L. Jones, Mary D. Owings, Everett N. Owings, Frederick A. Owings, Edward C. Hampton and Maury E. Hampton, Sunrise Beach, Inc., Herbert Hines, Jr., Laura Hines, his wife, Crest Investment Trust, Inc., Mortgagee, John J. Sylvester, Jr., John J. Sylvester, Sr., Daisy Shaw Gross and Sylvanus Gross, her husband, Mr. & Mrs. William Thomas Edwards and Isabelle, Mack, Mr. Mack, her husband, Mr. & Mrs. Nathan Owings, Mr. & Mrs. Nathan Edwards, Tillie Ivrey Rosenstein and Mr. Rosenstein, her husband, Raymond L. Moss, Mortgagee, Mr. & Mrs. William E. Greiser and Arthur D. Jackson, Mrs. Arthur D. Jackson, Cape St. Claire Improvement Assn., Inc., Assignee, Mr. & Mrs. Vaughn L. Miller, Lelan Siler and Frances M. Siler, his wife, Welhelmina Broemer, aka Welhelmina Broehmer, aka Wilhelmina Broemer, aka Wilhelmina Broehmer, John Hicks Dean and Geneva Dean, his wife, Samuel Duke, John Thomas Wills and Florence Louise Wills, his wife, Pio J. Marocco, Mortgagee, Sidney Agress and Trudy Agress, his wife, Pasadena Land Development Company, a body corporate, William C. Christian, Dorothy W. Christian, his wife, Mortgagees, Alfred B. Christian and Clyde Chrisitan, his wife, Mortgagees, Robert E. Christian and Marie T. Christian, his wife, Mortgagees, Richard Christian and Lynda Christian, his wife, Mortgagees, and any and all persons having

7

or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by Solicitor on or before the 10th day of October, 1963, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SOUTHERN MUNICIPAL CORPORATION, a title free and clear of all encumbrances.

Louis N. Phipps
Louis N. Phipps, Clerk

Copy of Order of Publication received this 2 day of Aug., 1963, for Md Gazette.

PER: [illegible]

SOUTHERN MUNICIPAL CORPORATION a body corporate of the State of Delaware 236 Main Street Annapolis, Maryland	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
Plaintiff	*	EQUITY NO. 15,761

vs.

JOHN A. CHAPMAN and
CARRIE W. CHAPMAN
530 Bridgeview Road
Baltimore 25, Maryland

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

Lot #11 as shown on a plat entitled "Beale's Ridge" (Plat Book 22, folio 27).

MR. AND MRS. WILLIAM WALLACE O'ROURKE,
MR. AND MRS. JOHN N. MAGUIRE and
MR. AND MRS. JOHN J. BRENNAN
Duncan Building
Towson 4, Maryland

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

Lot approximately 100 feet by 100 feet situated on the northeast side of the road leading from Waugh Chapel to Odenton.

MR. AND MRS. J. A. CUNEY
aka MR. AND MRS. J. A. CURNEY
134 Seaton Place, N. W.
Washington, D. C.

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

Lot Nos. 1 and 2, Block R, as shown on a plat of Colonial Park (Plat Book 15, folio 16).

LUELLA V. BLADEN
R.F.D. #1
Tarentum, Pennsylvania

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

Lot Nos. 3 and 4, Block X as shown on a plat of Grande View Park (Plat Book 3, folio 4).

LOUISA WILLIAMS
Linthicum Heights, Maryland

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

Lot Nos. 43 and 44 as shown on a plat of Gray's Park (Plat Book 18, folio 40).

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9

HENRY ROBERTS and
LINIS ROBERTS, his wife
155 Rhode Island Avenue, N. E.
Washington, D. C.

JOSEPH T. OWENS,
aka JOSEPH OWINGS,
aka JOSEPH OWNES
Address unknown

MARGARET G. OWINGS
CHARLES G. OWINGS
FLORENCE B. OWINGS
REBECCA L. JONES
MARY D. OWINGS
EVERETT N. OWINGS
FREDERICK A. OWINGS
Alleged heirs of Joseph Owings
Addresses unknown

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

Lots 19 and 20, as shown on a plat entitled "Sub-Division of property for Louis L. Lee on Crain Highway", which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book 18, folio 39.

EDWARD C. HAMPTON and
MAURY E. HAMPTON
656 Chaplin Street, S. E.
Washington 19, D. C.

SUNRISE BEACH, INC.
711 - 14th Street, N. W.
Washington, D. C.

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

Lot 1255, as shown on Plat entitled "Sunrise Beach, Section 4", which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book 23, folio 1.

HERBERT HINES, JR.,
LAURA HINES, his wife
101 Cherry Lane
Glen Burnie P. O., Maryland
if not there, 6037 Ritchie Highway
Brooklyn Park, Md.)
(if not there, 21 E. Cedar Hill Lane
Baltimore 25, Md.)
(if not there, R.F.D. #9,
Brooklyn, Md.)

CREST INVESTMENT TRUST, INC., Mortgagee
41 West Preston Street
Baltimore, Maryland

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

Lots 5, 6, 7, Block 66, as shown on Anne Arundel County Sanitary Commission Plat of the Brooklyn Park Sanitary District, Sheet No. B-74, recorded among the Plat Records of Anne Arundel County in Anne Arundel County Sanitary Commission Plat Book No. 2, also described as 1 acre, more or less, situate on the south side of Cherry Lane east of Governor Ritchie Highway.

/)

JOHN J. SYLVESTER, JR.
131 E. Cross Street
Baltimore 30, Maryland

JOHN J. SYLVESTER, SR.
131 E. Cross Street
Baltimore 30, Maryland

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

Lot 124, as shown on Plat entitled "Revised Plat 1 Rock Creek Park," which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 13.

DAISY SHAW GROSS and
SYLVANUS GROSS, her husband
Deale, Maryland

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

1/2 acre, more or less, situated just east of Tyler Road and just west of Back Creek, also known as Parker Creek, and sold as 1.59 acres situated at Deale.

MR. & MRS. WILLIAM THOMAS EDWARDS
AND
ISABELLE MACK
MR. MACK, her husband
Route 1, Box 92
Glen Burnie, Maryland

MR. & MRS. NATHAN OWINGS
Address unknown

MR. & MRS. NATHAN EDWARDS
Address unknown

TILLIE IVREY ROSENSTEIN and
MR. ROSENSTEIN, her husband
5 Murray Avenue
Annapolis, Maryland

RAYMOND L. MOSS, Mortgagee
Address unknown

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

One acre, more or less, situated near Solley.

MR. & MRS. WILLIAM E. GREISER
AND
ARTHUR D. JACKSON
MRS. ARTHUR D. JACKSON
1109 S. Ellwood Avenue
Baltimore 24, Maryland

CAPE ST. CLAIRE IMPROVEMENT ASSN., INC., Assignee
c/o Harry Rever
Green Holly Drive, Route 4,
Annapolis, Maryland

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

Lot No. 29, Block S, as shown on a plat entitled "Plat No. 2 Cape St. Claire." (Plat Book 21, folio 9).

11

MR. & MRS. VAUGHN L. MILLER
325 E. Biddle Street
Baltimore, Maryland

CAPE ST. CLAIRE IMPROVEMENT ASSN., INC., Assignee
c/o Harry Rever
Green Holly Drive, Route 4
Annapolis, Maryland

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

Lot No. 7, Block EE, as shown on a plat entitled "Plat No. 4 Cape St. Claire".(Plat Book 21, folio 47).

12 LELAN SILER and
FRANCES M. SILER, his wife
211 S. Calhoun Street
Baltimore 23, Maryland

CAPE ST. CLAIRE IMPROVEMENT ASSN., INC., Assignee
c/o Harry Rever
Green Holly Drive, Route 4
Annapolis, Maryland

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

Lot No. 2, Block C, as shown on a plat entitled "Cape St. Claire Deep Creek Sub-division Section 1". (Plat Book 22, folio 20).

WELHELMINA BROEMER,
aka WELHELMINA BROEHMER,
aka WILHELMINA BROEMER,
aka WILHELMINA BROEHMER
1704 N. Collington Avenue
Baltimore, Maryland

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

Lot Nos. 5 and 6, Block 14, as shown on a Plat of Carrollton Manor (Plat Book 9, folios 23 and 24).

JOHN HICKS DEAN and
GENEVA DEAN, his wife
R.F.D. 2, Jacobsville
Pasadena, Maryland

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

Tract or lot measuring approximately 500 feet by 100 feet, situate on the western side of Rock Creek Road, near Jacobsville, and improvements.

~~SAMUEL DUKE~~
~~1800 Druid Hill Avenue~~
~~Baltimore, Maryland~~

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

~~0.94 acre, more or less, west of Spencer Road, near Harley.~~

12

JOHN THOMAS WILLS and
FLORENCE LOUISE WILLS, his wife
815 Bethume Road
Baltimore, Maryland

PIO J. MAROCCO, Mortgagee
309 Kernewy Avenue
Baltimore, Maryland

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

Lot No. 44 as shown on a Plat entitled "Sub-division of Lots 9 & 10 as shown on the recorded plat of sub-division of property on Old Annapolis Road". (Plat Book 21, folio 25).

SIDNEY AGRESS and
TRUDY AGRESS, his wife
3701 Dennlyn Road
Baltimore 15, Maryland

CAPE ST. CLAIRE IMPROVEMENT ASSN., INC., Assignee
c/o Harry Rever
Green Holly Drive, Route 4
Annapolis, Maryland

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

Lot No. 20 Block K as shown on a plat entitled "Plat No. 2 Cape St. Claire". (Plat Book 21, folio 9).

PASADENA LAND DEVELOPMENT COMPANY, a body corporate
Old Stage Road
Glen Burnie, Maryland

WILLIAM C. CHRISTIAN
DOROTHY W. CHRISTIAN, his wife, Mortgagees
211 Wildn Drive
Towson, Baltimore County
Maryland

ALFRED B. CHRISTIAN and
CLYDE CHRISTIAN, his wife, Mortgagees
6500 Trumn Road
Hyattsville, Maryland

ROBERT E. CHRISTIAN and
MARIE T. CHRISTIAN, his wife, Mortgagees
Greenhaven
Anne Arundel Co., Maryland

RICHARD CHRISTIAN and
LYNDA CHRISTIAN, his wife, Mortgagees
Address unknown

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

Lot Nos. 1 through 10 and 23 through 28, Section 4, as shown on a plat of Green Haven (Plat Book 15, folio 7), and Lot Nos. 21 through 28 and 33 through 36, Section 30, as shown on a plat of Green Haven (Plat Book 15, folio 7).

Defendants

13

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That it is a corporation duly organized and existing under the laws of the State of Delaware and duly registered and qualified in the State of Maryland, and brings this action for the purpose of foreclosing the rights of redemption in and to the properties hereinafter set forth under and by virtue of Sections 69-114 inclusive and amendments thereto, of Article 81 of the Annotated Code of Maryland (1957 Ed.).

2. That on October 9, 1961, your Plaintiff, at a regular tax sale, purchased from Edward M. Dunn, Jr., Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County, and received Certificates of Tax Sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, to wit:

(1) Certificate No. 3434 - Lot 11, J.H.H. 926/374 as shown on the plat of 196 acres tract near Jacobsville, Beale's Ridge, Third Election District, and assessed to John A. and C. W. Chapman.

(2) Certificate No. 3444 - Lot 100 x 100, Block 30, G.T.C. 1044/358, situated at Odenton, Fourth Election District, and assessed to Wm. Wallace O'Rourke, et al.

(3) Certificate No. 3445 - Lots 1 and 2, Block R, as shown on Plat of Colonial Park, Fourth Election District, and assessed to J. A. Curney.

(4) Certificate No. 3446 - Lots 3, 4, Block X as shown on the Plat of Grande View Park, Fourth Election District, and assessed to Luella V. Bladen.

(5) Certificate No. 3450 - Lot 43, 44, Block 105, Imps., situated at Gray's Park, Fifth Election District, and assessed to Louisa Williams.

(6) Certificate No. 3463 - Lots 19-20, Blk. 695, G.T.C. 1074/382, situated near Conways, Second Election District, and assessed to Henry and Linis Roberts.

(7) Certificate No. 3464 - Lot 1255, Sec. 4, Plat 1, 85 x 302 as shown on Plat of Sunrise Beach, Second Election District, and assessed to Edward and Maury Hampton.

(8) Certificate No. 3471 - Lot 5, 6 and 7, Block 66, as shown on plat of Brooklyn Park, Fifth Election District, and assessed to Herbert, Jr., and Laura Hines.

(9) Certificate No. 3473 - Lot 124, G.T.C. 957/47 as shown on the Plat of Rock Creek Park, Third Election District, and assessed to J. J. and J. J. Sylvester, Sr.

14

(10) Certificate No. 3507B - Block 455, 1.59 acres F.S.R. 109/3 situated at Deale, Seventh Election District, and assessed to Sylvanus and Daisy S. Gross.

(11) Certificate No. 3514B - 1 acre situated near Solley, ~~Thir~~ Election District, and assessed to Wm. T. Edwards and I Mack.

(12) Certificate No. 3515B - Lot 29, Block S, Plat 2 as shown o the Plat of Cape St. Claire, J.H.H. 738/430, Third Electi District, and assessed to Wm. Greiser and A. D. Jackson.

(13) Certificate No. 3516B - Lot 7, Block EE, Plat 4, as shown o Plat of Cape St. Claire, G.T.C. 1080/181, Third Election District, and assessed to Vaugh L. Miller.

(14) Certificate No. 3517B - Lot 2, Block C, Sec. 1 as shown on the Plat of Cape St. Claire, Deep Creek Sub-div., G.T.C. 1235/142, Third Election District, and assessed to Lelan and Frances M. Siler.

(15) Certificate No. 3518B - Lots 5 and 6, Block 14, as shown on the plat of Carrollton Manor, Third Election District, and assessed to Wilhelmina Broehmer.

(16) Certificate No. 3521B - Block 245, App. 1 acre or lots 14-15, unrecorded plat improvements situated near Jacobsville, G.T.C. 1222/6, Third Election District, and assessed to John H. and Geneva Dean.

~~(17) Certificate No. 3522B - Lot .945 acres situated near Marley E.S. Marley Road, G.T.C. 1107/376, Third Election District, and assessed to Samuel Duke.~~

(18) Certificate No. 3526B - Lot 44, Sub-div. Lots 9, 10, Imps., situated at Old Annapolis Road, G.T.C. 1179/231, Third Election District, and assessed to John Thomas and Louise Wills.

(19) Certificate No. 3528B - Lot 20, Block K, Plat 2 as shown on plat of Cape St. Claire, J.H.H. 942/551, Third Election District, and assessed to Sidney and Trudy Agress.

(20) Certificate No. 3532B - Lots 1 to 10, 23 to 28, Sec. 4, as shown on the Plat of Green Haven, G.T.C. 1253/192, Third Election District, and assessed to Pasadena Land and Development Co.

(21) Certificate No. 3533B - Lots 21 to 28, 33 to 36, Sec. 30, as shown on the plat of Green Haven, G.T.C. 1253/192, Third Election District, and assessed to Pasadena Land and Development Co.

15

3. That said Tax Sale Certificates as hereinbefore set forth, to wit: Nos. 3434, 3444, 3445, 3446, 3450, 3463, 3464, 3471, 3473, 3507B, 3514B, 3515B, 3516B, 3517B, 3518B, 3521B, ~~3522B,~~ 3526B, 3528B, 3532B and 3533B dated October 9, 1961, setting forth the aforesaid sales to your Plaintiff, are attached hereto and filed herewith as "Plaintiff's Exhibits Nos. 1 to ~~21~~ 20, inclusive, and are prayed to be read and considered a part hereof as fully as if incorporated herein.

4. That a diligent and careful search of the Land Records, Law and Equity Records, Tax and Assessment Records, and the Records of the Register of Wills of Anne Arundel County reveals:

(1) That John A. Chapman and Carrie W. Chapman are the record owners, as joint tenants, of Lot #11 as shown on a plat entitled "Beale's Ridge" (Plat Book 22, folio 27), by virtue of a deed dated May 12, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #926, folio 374.

(2) That William Wallace O'Rourke, John N. Maguire and John J. Brennan are owners of record of a lot measuring approximately 100 feet by 100 feet, situated on the northeast side of the road leading from Waugh Chapel to Odenton, by virtue of a deed dated July 10, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. #1044, folio 358; that the spouses of the above named persons are joined herein to foreclose any interest they m ght have in the said property.

(3) That Mrs. J. A. Cuney, also known as Mrs. J. A. Curney, is the record owner of Lot Nos. 1 and 2, Block R, as shown on a plat of Colonial Park (Plat Book 15, folio 16), by virtue of a deed dated July 23, 1924 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. #91, folio 81; that Mr. J. A. Cuney, also known as Mr. J. A. Curney, is joined herein to foreclose against any interest he might have in the said property.

(4) That Luella V. Bladen is record owner of Lot Nos. 3 and 4, Block X, as shown on a plat of Grande View Park (Plat Book 3, folio 4), by virtue of a deed dated October 1, 1926 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. #39, folio 337.

16

(5) That Louisa Williams is the record owner of Lot Nos. 43 an 44 as shown on a plat of Gray's Park (Plat Book 18, folio 40), by vi ture of a deed dated October 31, 1949 and recorded among the Land Re cords of Anne Arundel County in Liber J.H.H. #546, folio 393.

(6) That Henry Roberts and Linis Roberts, his wife, are record owners of Lot Nos. 19 and 20, as shown on a plat entitled "Sub-divisi of property for Louis L. Lee on Crain Highway", (Plat Book 18, folio 39), by virtue of a deed dated April 6, 1952 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. #1074, folio 382; that C. Albert Hodges, County Treasurer, sold said property at tax sale (Tax Sale #2045) on July 24, 1934 to the County Commissioners of Anne Arundel County, that said tax sale was not reported until October 27, 1936, and for that reason, appears to have been defective; that at the time of said tax sale, said property was assessed to Joseph T. Owens, but Complainant was unable to find a deed on record, or any proceeding which so vested said title; that the said County Commissioners of Anne Arundel County by deed dated March 28, 1944 and recorded among the aforesaid Land Records in Liber J.H.H. #303, folio 156, granted and conveyed the said property to Louis L. Lee, immediate predecessor in title to Henry Roberts and Linis Roberts, and in said deed, the said property was described in part as being the same property assessed to Joseph T. Owens for more than twenty years; that by deed dated March 9, 1918 and recorded among the Land Records of Anne Arundel County in Liber G.W. #138, folio 127, William G. Williams and Mary Louise Williams, his wife, granted and conveyed the said property to Margaret G. Owings, Charles G. Owings, Florence B. Owings, Rebecca Jones, Mary D. Owings, Everett N. Owings and Frederick A. Owings, reportedly, according to said deed, the sole heirs at law of Joseph Owings; that said alleged heirs at law of Joseph Owings are joined herein to foreclose any interest which they might have in the said property.

(7) That Edward C. Hampton and Maury E. Hampton are record owners as joint tenants, of Lot No. 1255, as shown on a plat entitled "Sunrise Beach, Section 4", (Plat Book 23, folio 1), by virtue of a deed dated May 20, 1952 and recorded among the Land Records of Anne Arundel County

17

in Liber J.H.H. #687, folio 597; that Sunrise Beach, Inc., is joined herein to foreclose any interest it might have in the said property by virtue of a restriction or covenant running with the land recorded among the Land Records of Anne Arundel County in Liber J.H.H. #655, folio 470, on November 23, 1951, subjecting the said lot to an annual charge of $22.00.

(8) That Herbert Hines, Jr. and Laura Hines, his wife, are record owners of Lot Nos. 5, 6 and 7, Block 66, as shown on Anne Arundel County Sanitary Commission Plat of the Brooklyn Park Sanitary District, Sheet No. B-74, recorded among the Plat Records of Anne Arundel County in Anne Arundel County Sanitary Commission Plat Book #2, also described as one acre, more or less, situate on the south side of Cherry Lane, east of Governor Ritchie Highway; that Crest Investment Trust, Inc., is joined herein to foreclose any interest it may have in the said property by virtue of a mortgage from Herbert Hines and Laura Hines, dated August 22, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. #1325, folio 364, and a mortgage from them dated January 27, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. #1455, folio 360.

(9) That John J. Sylvester, Jr. and John J. Sylvester, Sr. are record owners, as joint tenants, of Lot No. 124, as shown on a plat entitled "Revised Plat 1 Rock Creek Park", (Plat Book 24, folio 13), by virtue of a deed dated August 18, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. #957, folio 47.

(10) That Daisy Shaw Gross and Sylvanus Gross, her husband, are owners of record of a tract, comprising 1/2 acre, more or less, situated just east of Tyler Road and just west of Back Creek, also known as Parker Creek, by virtue of a deed dated August 22, 1932 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. #109, folio 3; that said property was sold as 1.59 acres but your complainant feels that the area of said tract comprises approximately one-half acre.

(11) That William Thomas Edwards and Isabelle Mack are owners of record, as joint tenants, of a tract comprising one acre, more or less, situated near Solley by virtue of a deed dated December 15, 1955, and

18

recorded among the Land Records of Anne Arundel County in Liber J.H.H. #989, folio 305, and a confirmatory deed dated April 17, 1957 and recorded as aforesaid in Liber G.T.C. #1117, folio 385; that Mrs. William Thomas Edwards and Mr. Mack are joined herein to foreclose any interest they might have in the above property; that on 1 July 1919, said property was sold at County tax sale (Tax Sale No. 794) while assessed to Nathan Owings, that said tax sale was not reported until July 14, 1920 and for that reason appears defective and Nathan Owings is therefore joined herein; that Raymond L. Moss is joined herein to foreclose any interest he might have in said property by virtue of a mortgage dated June 1, 1925 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. #110, folio 253, to him from Nathan Edwards, that said mortgage does not disclose the marital status of Nathan Edwards and Mrs. Nathan Edwards is joined herein to foreclose any interest she might have in the said property; that on July 28, 1932, said property was sold at public tax sale (Tax Sale No. 1671) to Harry Ivrey; that said tax sale appears defective because the sale was not reported until February 12, 1934 and the property having been assessed to Nathan Edwards at the time of the sale, he and his wife are joined to foreclose any interest they might have in the said property; that on October 18, 1947, a petition was filed in said Tax Sale No. 1671 praying that the County Commissioners of Anne Arundel County be substituted for Harry Ivrey, purchaser, for the reason that he failed to pay the purchase price as to said sale, that no final order was filed as to said substitution, that Harry Ivrey died testate in Anne Arundel County, devising and bequeathing his interest in the said property to his wife, now Tillie Ivrey Rosenstein, and she and her husband are joined herein to foreclose any interest they might have in the said property.

(12) That William E. Greiser and Arthur D. Jackson are owners of record, as tenants in common, of Lot No. 29, Block S, as shown on Plat No. 2 of Cape St. Claire (Plat Book 21, folio 9), by virtue of a deed dated January 19, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #738, folio 430; that Mrs. Arthur D. Jackson and Mrs. William E. Greiser are joined herein to foreclose any

19

interest they might have in the said property; that Cape St. Claire Improvement Assn., Inc., Assignee, is joined herein to foreclose any interest it might have by virtue of restrictions and covenants running with the land dated June 14, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #528, folio 6, providing for a maintenance dues of $10.00 per lot, annually.

(13) That Vaughn L. Miller is owner of record of Lot No. 7, Block EE, as shown on Plat No. 4 of Cape St. Claire (Plat Book 21, folio 47) by virtue of a deed dated October 27, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. #1080, folio 181; that Mrs. Vaughn L. Miller is joined herein to foreclose any interest she might have in the said property; that Cape St. Claire Improvement Assn., Inc., Assignee, is joined herein to foreclose any interest it might have by virtue of restrictions and covenants running with the land dated June 14, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #528, folio 6, providing for a maintenance dues of $10.00 per lot, annually.

(14) That Lelan Siler and Frances M. Siler, his wife, are owners of record of Lot No. 2, Block C, as shown on a plat of Cape St. Claire, Deep Creek Sub-division, Section 1 (Plat Book 22, folio 20), by virtue of a deed dated June 3, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. #1235, folio 142; that Cape St. Claire Improvement Assn., Inc., Assignee, is joined herein to foreclose any interest it might have by virtue of restrictions and covenants running with the land dated June 14, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #528, folio 6, providing for a maintenance dues of $10.00 per lot, annually.

(15) That Welhelmina Boremer, aka Wilhelmina Borehmer, is owner of record of Lots Nos. 5 and 6, Block 14, as shown on a Plat of Carrollton Manor, (Plat Book 9, folios 23 and 24), by virtue of a deed dated October 17, 1933, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. #123, folio 142.

(16) That John Hicks Dean and Geneva Dean, his wife, are owners of Record of a tract or lot measuring approximately 500 feet by 100 feet, situate on the western side of Rock Creek Road near Jacobsville,

20

by virtue of a deed dated July 1, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. #1222, folio 6.

~~(17) That Samuel Duke is owner of a tract of land of approximately 0.94 acre, on the west side of Spencer Road, near Marley, by virtue of a deed dated January 23, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. #1107, folio 376.~~

(18) That John Thomas Wills and Florence Louise Wills, his wife, aka Louise Wills, are owners of record of Lot No. 44 as shown on a plat entitled "Sub-division of Lots 9 and 10 as shown on the recorded plat of Sub-division of property on Old Annapolis Road", (Plat Book 21, folio 25), by virtue of a deed dated January 4, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. #1179, folio 231; that Pio J. Marocco is joined herein to foreclose any interest he may have in the said property by virtue of a mortgage to him from John Thomas Wills and Florence Louise Wills, his wife, dated February 6, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. #1369, folio 388.

(19) That Sidney Agress and Trudy Agress, his wife, are owners of record of Lot No. 20, Block K, as shown on a plat entitled "Plat No. 2, Cape St. Claire" (Plat Book 21, folio 9), by virtue of a deed dated June 10, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #942, folio 551; that Cape St. Claire Improvement Association, Inc., Assignee, is joined herein to foreclose any interest it might have by virtue of covenants and restrictions dated June 14, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #528, folio 6, providing for a maintenance fee of $10.00 per year as to the said lot.

(20) That Pasadena Land Development Company, a body corporate, is owner of record of Lot Nos. 1 through 10 and 23 through 28, Section 4, as shown on a plat of Greenhaven (Plat Book 15, folio 7), and Lot Nos. 21 through 28 and 33 through 36, Section 30, as shown on a plat of Green Haven (Plat Book 15, folio 7), by virtue of a deed dated October 14, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. #1253, folio 192; that William C. Christian,

21

Dorothy W. Christian, Alfred B. Christian, Clyde Christian, Robert E. Christian, Marie T. Christian, Richard Christian and Lynda Christian are joined herein to foreclose any interest they might have in the said property by virtue of a mortgage to them from Pasadena Land Development Company, dated October 14, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. #1253, folio 200.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein nor by anyone claiming through them, although more than one year and a day has elapsed from the aforesaid date of the aforesaid tax sale.

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 9, 1961, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County, and Plaintiff bid and paid for the aforesaid Tax Sale Certificates the following amounts:

CERTIFICATE NO.	BID	AMOUNT PAID
3434	$ 33.60	$ 33.60
3444	36.79	36.79
3445	19.61	19.61
3446	19.97	19.97
3450	104.72	104.72
3463	80.00	25.88
3464	100.00	40.65
3471	105.41	105.41
3473	46.13	46.13
3507B	76.55	76.55
3514B	35.39	35.39
3515B	41.15	41.15
3516B	41.15	41.15
3517B	60.00	41.15
3518B	33.61	33.61
3521B	400.00	53.99
~~3522B~~	~~200.00~~	~~43.85~~
3526B	303.40	303.40
3528B	50.00	38.87
3532B	205.02	205.02
3533B	65.80	65.80

7. That the amounts necessary for redemption of each of the aforesaid Tax Sale Certificates are as follows:

22

CERTIFICATE NO.	AMOUNT DUE
3434	$ 33.60
3444	36.79
3445	19.61
3446	19.97
3450	104.72
3463	25.88
3464	40.65
3471	105.41
3473	46.13
3507B	76.55
3514B	35.39
3515B	41.15
3516B	41.15
3517B	41.15
3518B	33.61
3521B	53.99
~~3522B~~	~~43.85~~
3526B	303.40
3528B	38.87
3532B	205.02
3533B	65.80

Plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificates of Tax Sale and costs on each of the above Certificates.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

(1) That Writs of Subpoenae be issued and served upon the Defendants herein commanding them to appear in this Court on some day certain to be named therein and make answer thereto.

(2) That an Order of Publication be granted unto your Plaintiff, directed to the Defendants and to all parties in interest, commanding them to appear in this Court on some certain day to be stated therein and answer the exigencies of this Bill of Complaint.

(3) That this Court enter a Final Decree foreclosing all rights of redemption of the Defendants and all persons having or claiming to have any interest in the hereinabove described property.

(4) That the Final Decree herein provide that the Treasurer for Anne Arundel County execute to Plaintiff a Deed to the properties herein involved vesting in Plaintiff a good and marketable title, indefeasible and absolute, in fee simple, and free and clear of any and all liens, claims and encumbrances to date of said Decree.

(5) And for such other and further relief as the nature of this case may require and may seem just and proper to this Court.

23

AND as in duty bound, etc. BOOK 150 PAGE 113

SOUTHERN MUNICIPAL CORPORATION

By: C. Maurice Weidemeyer
C. Maurice Weidemeyer, President

C. Maurice Weidemeyer
C. Maurice Weidemeyer

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

C. MAURICE WEIDEMEYER, being first duly sworn and on oath deposes and says that he is the President of SOUTHERN MUNICIPAL CORPORATION, Plaintiff herein, and he has read the foregoing Bill of Complaint to Foreclose Equities of Redemption by him signed and knows the contents thereof and verily believes same to be true to the best of his knowledge and belief.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 31st day of July, 1963.

Mary Harrison
Mary Harrison - Notary Public

24

BOOK 150 PAGE 114

No 3434 **CERTIFICATE OF TAX SALE**

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Southern Municipal at public auction for the sum of 33 Dollars and 60 Cents, of which 33.60 Dollars has been paid as a deposit on the property in Dist 3. described as Lot 11 JHH 926 374 as shown on the plat of 196 acres tract near Jacksonville Realty Edge

and assessed to John A + E.W. Chapman (Arrearage)

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961

Edward M. Dunn Jr. Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires May 6, 1963

Plaintiff's Exhibit No. 1

25

BOOK 150 PAGE 115

No. 3444

CERTIFICATE OF TAX SALE

EDWARD M. DUNN, JR.
County Treasurer

I, _____, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Southern Municipal at public auction for the sum of 36 Dollars and 79 Cents, of which 36.79 Dollars has been paid as a deposit on the property in Dist 4 described as Lot 100X100 Blk 30 G.T.C. 1044 358 situated at Odenton

and assessed to Wm Wallace O'Rourke et al. (arrearage)

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

_____
Notary Public.

My Commission Expires 4 6 1963

Plaintiff's Exhibit No. 2
24

BOOK 150 PAGE 116

No 3445 CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Anne Arundel Municipal at public auction for the sum of 19 Dollars and 61 Cents, of which 19.61 Dollars has been paid as a deposit on the property in Dist 4 described as Lots 1 + 2 Blk R as shown on the plat of Colonial Park

and assessed to J. A. Curney (acreage)

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth M. [illegible]
Notary Public.

My Commission Expires May 6, 1963

Plaintiff's Exhibit No. 3

27

BOOK 150 PAGE 117

No. 3446 CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Southern Municipal at public auction for the sum of 19 Dollars and 97 Cents, of which 19.97 Dollars has been paid as a deposit on the property in Dist 4 described as Lots 3, 4 Blk X as shown on the plat of Grande View Pk.

and assessed to Lucilla V. Blader (arrearage)

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961.

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires May 6, 1963

Plaintiff's Exhibit No. 4

28

BOOK 150 PAGE 118

No. 3450 CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Southern Municipal at public auction for the sum of 104 Dollars and 72 Cents, of which 104.72 Dollars has been paid as a deposit on the property in Dist 5 described as Lot 43,44 Blk 105 Imps situated at Grays Park

and assessed to Louisa Williams

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth R. [illegible]
Notary Public.

My Commission Expires May 6, 1963

Plaintiff's Exhibit No. 5

29

BOOK 150 PAGE 119

No. 3463 CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Southern Municipal at public auction for the sum of 80 Dollars and 00 Cents, of which 25.88 Dollars has been paid as a deposit on the property in Dist 2 described as Lots 19-20 blk 695 G.J.C. 1074-382 situated nr Conways

and assessed to Henry & Lenis Roberts

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961

Edward M. Dunn Jr. Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth [illegible] Notary Public.

My Commission Expires May 6, 1963

Plaintiff's Exhibit No. 6

30

BOOK 150 PAGE 120

No 3464 CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Southern Municipal at public auction for the sum of 100 Dollars and 00 Cents, of which 40.65 Dollars has been paid as a deposit on the property in Dist 2 described as Lot 1255 sec 4 plat 1 85 X 302 as shown on plat of Sunrise Beh.

and assessed to Edward & Maury Hampton

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth M. [illegible]
Notary Public

My Commission Expires May 6, 1963

Plaintiff's Exhibit No. 7

31

BOOK 150 PAGE 121

No. 3471 CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Southern Municipal at public auction for the sum of 105 Dollars and 41 Cents, of which 105.41 Dollars has been paid as a deposit on the property in Dist 5 described as Lot 5, 6, 7 Blk 66 as shown on the plat of Bklyn Pk.

and assessed to Herbert Jr. & Laura Hines. (Sanitary)

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth [illegible]
Notary Public.

My Commission Expires May 6, 1962

Plaintiff's Exhibit No. 8

32

BOOK 150 PAGE 122

No. 3473 **CERTIFICATE OF TAX SALE**

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Southern Municipal at public auction for the sum of 46 Dollars and 13 Cents, of which 46.13 Dollars has been paid as a deposit on the property in Dist 3 described as Lot 124 & TC 95747 as shown on the plat of Rock Creek Park

and assessed to J. J. & J. J. Sr. Sylvester

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth M. [illegible]
Notary Public.

My Commission Expires May 6, 1963

Plaintiff's Exhibit No. 9

33

BOOK 150 PAGE 123

No. 3507 B CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Southern Municipal at public auction for the sum of 76 Dollars and 55 Cents, of which 76.55 Dollars has been paid as a deposit on the property in Dist 7 described as Blk. 455 1.59 acres F.S.R. 109-3 situated at Deale

and assessed to Sylvanus & Daisy S. Gross

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth M. Lewis
Notary Public.

My Commission Expires May 6, 1963

Plaintiff's Exhibit No. 10

3f

BOOK 150 PAGE 124

Nº 3514 B CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Southern Municipal at public auction for the sum of 35 Dollars and 39 Cents, of which 35.39 Dollars has been paid as a deposit on the property in Dist. 3 described as 1 Acre situated near Solley (Arrearage)

and assessed to Wm. T. Edwards & T. Mack

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth M. Lovitt
Notary Public.

My Commission Expires May 6, 1963

Plaintiff's Exhibit No. 11

35

BOOK 150 PAGE 125

No. 3515 B CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Southern Municipal at public auction for the sum of 41 Dollars and 15 Cents, of which 41.15 Dollars has been paid as a deposit on the property in Dist. 3 described as Lot 29 Blk. 8 Plat 2 as shown on the plat of Cape St. Claire, J.H.H. 738 430

(Arrearage)

and assessed to Wm. Greiser + A. D. Jackson

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth M. L[illegible]
Notary Public.

My Commission Expires May 6, 1963

Plaintiff's Exhibit No. 12

36

BOOK 150 PAGE 126

No 3516 B **CERTIFICATE OF TAX SALE**

I, EDWARD M. DUNN, JR. ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Southern Municipal at public auction for the sum of 41 Dollars and 15 Cents, of which 41.15 Dollars has been paid as a deposit on the property in Dist 3 described as Lot 7 Blk. EE Plat 4 as shown on the plat of Cape St. Claire. S.T.C. 1080-181

(Arrearage)

and assessed to Vaugh L. Miller

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth M. [illegible]
Notary Public.

My Commission Expires May 6, 1963

Plaintiff's Exhibit No. 13

37.

BOOK 150 PAGE 127

No. 3517 B CERTIFICATE OF TAX SALE

EDWARD M. DUNN, JR.
County Treasurer

I, _____, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Southern Municipal at public auction for the sum of 60 Dollars and 00 Cents, of which 41.15 Dollars has been paid as a deposit on the property in Dist 3 described as Lot 2 Blk. C Sec. 1 as shown on the plat of Cape St. Claire Deep Creek Subdiv. S.T.C. 1235-142.

(Arrearage)

and assessed to Lelan & Frances M. Siler

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth M. [illegible]
Notary Public.

My Commission Expires May 6, 1963

Plaintiff's Exhibit No. 14

38

BOOK 150 PAGE 128

No. 3518 B CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Southern Municipal at public auction for the sum of 33 Dollars and 61 Cents, of which 33.61 Dollars has been paid as a deposit on the property in Dist. 3 described as Lots 5-6 Blk. 14 as shown on the plat of Carrollton Manor

(Arrearage)

and assessed to Wilhelmina Broshmer

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth M. [illegible]
Notary Public.

My Commission Expires May 6, 1963

Plaintiff's Exhibit No. 15

39

BOOK 150 PAGE 129

No. 3521 B CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Southern Municipal at public auction for the sum of 400 Dollars and 00 Cents, of which 53.99 Dollars has been paid as a deposit on the property in Dist. 3 described as Blk. 245 App. 1 acre or lots 14-15. Unrecorded Plat improvements situated near Jacobsville G.T.C. 1222-6

and assessed to John H. & Geneva Dean

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth [illegible]
Notary Public.

My Commission Expires May 6, 1963

Plaintiff's Exhibit No. 16

40

BOOK 150 PAGE 130

No. 3526 B CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Southern Municipal at public auction for the sum of 303 Dollars and 40 Cents, of which 303.40 Dollars has been paid as a deposit on the property in Dist. 3 described as Lot 44 subdiv. lot 9, 10 Impr. situated at Old Annapolis Rd. H.T.C. 1179-231

and assessed to John Thomas & Louise Wills

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth M. Lewis
Notary Public.

My Commission Expires May 6, 1963

Plaintiff's Exhibit No. 17

4/

BOOK 150 PAGE 131

Nº 3528 B CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Southern Municipal at public auction for the sum of 50 Dollars and 00 Cents, of which 38.87 Dollars has been paid as a deposit on the property in Dist. 3 described as Lot 20 Blk. K Plat 2 as shown on the plat of Cape St Claire. J.H.H. 942-551

and assessed to Sidney & Trudy Agress

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth M. Lawlor
Notary Public.

My Commission Expires May 6, 1963

Plaintiff's Exhibit No. 18

V2

BOOK 150 PAGE 132

No. 3532 B **CERTIFICATE OF TAX SALE**

EDWARD M. DUNN, JR.
County Treasurer

I, _____, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Southern Municipal at public auction for the sum of 205 Dollars and 02 Cents, of which 205.02 Dollars has been paid as a deposit on the property in Dist. 3 described as Lots 1 to 10, 23 to 28 Sec. 4 as shown on the plat of Green Haven S.T.C. 1253-192

and assessed to Pasadena Land + Dev. Co.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth M. L
Notary Public.

My Commission Expires May 6, 1963

Plaintiff's Exhibit No. 19

43

BOOK 150 PAGE 133

No 3533 B CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Southern Municipal at public auction for the sum of 65 Dollars and 80 Cents, of which 65.80 Dollars has been paid as a deposit on the property in Dist. 3 described as Lots 21 to 28, 33 to 36 Sec. 30 as shown on the plat of Green Haven G.T.C. 1253-192

and assessed to Pasadena Land Dev. Co.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1961

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires May 4, 1963

Plaintiff's Exhibit No. 20

44

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 150 PAGE 134

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1963

We hereby certify, that the annexed

Order of Publication
Eq. 15,781
Southern Municipal
Corporation

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of October, 1963. The first insertion being made the 8th day of August, 1963.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1963 SEP -3 PM 12:58

By H. Tilghman

C. Maurice Weidemeyer
Thomas M. Schifanelli
236 Main Street
Annapolis, Maryland
ATTORNEYS

In The Circuit Court for Anne Arundel County, Maryland In Equity

Equity No. 15,761

SOUTHERN MUNICIPAL CORPORATION
a body corporate of the State of Delaware
236 Main Street
Annapolis, Maryland
Plaintiff

vs.

JOHN A. CHAPMAN and
CARRIE W. CHAPMAN
530 Bridgeview Road
Baltimore 25. Md.
MR. AND MRS. WILLIAM WALLACE O'ROURKE
MR. AND MRS. JOHN N. MAGUIRE and
MR. AND MRS. JOHN J. BRENNAN
Duncan Building
Towson 4, Maryland
MR. AND MRS. J. A. CUNEY
aka MR AND MRS. J. A. CURNEY
134 Seaton Place, N.W.
Washington, D.C.
LUELLA V. BLADEN
R.F.D. No. 1
Tarentum, Pennsylvania
LOUISA WILLIAMS
Linthicum Heights, Maryland
HENRY ROBERTS and
LINIS ROBERTS, his wife
155 Rhode Island Avenue, N.E.
Washington, D.C.
JOSEPH T. OWENS,
aka JOSEPH OWINGS,
aka JOSEPH OWNES
Address unknown
MARGARET G. OWINGS
CHARLES G. OWINGS
FLORENCE B. OWINGS
REBECCA L. JONES
MARY D. OWINGS
EVERETT N. OWINGS
FREDERICK A. OWINGS
Alleged heirs of Joseph Owings
Addresses unknown
EDWARD C. HAMPTON and
MAURY E. HAMPTON
656 Chaplin Street, S.E.
Washington 19, D. C.
SUNRISE BEACH, INC.
711 - 14th Street, N.W.
Washington, D.C.
HERBERT HINES, JR.,
LAURA HINES, his wife
101 Cherry Lane
Glen Burnie P.O., Md.
(if not there, 6037 Ritchie Highway, Brooklyn Park, Md.)
(if not there, 21 E. Cedar Hill Lane, Baltimore 25, Md.)
(if not there, R.F.D. No. 9, Brooklyn, Md.)
CREST INVESTMENT TRUST,
J. MAROCCO, Mortgagee
.09 Kernewy Ave.
Baltimore, Md.
SIDNSY AGRSSS and
TRUDY AGRESS, his wife
3701 Dennlyn Road
Baltimore 15, Md.
PASADENA LAND DEVELOPMENT COMPANY, a body corporate
Old Stage Road
Glen Burnie, Maryland
WILLIAM C. CHRISTIAN
DOROTHY W. CHRISTIAN, his wife, Mortgagees
211 Wildn Drive, Towson,
Baltimore Co.. Maryland
ALFRED B. CHRISTIAN and
CLYDE CHRISTIAN, his wife,
Mortgagees
6500 Trumn Road
Hyattsville, Md.
ROBERT E. CHRISTIAN and
MARIE T. CHRISTIAN, his wife,
Mortgagees
Greenhaven
Anne Arundel Co., Md.
RICHARD CHRISTIAN and
LYNDA CHRISTIAN, his wife,
Mortgagees
Address unknown

AND the unknown heirs, allenees, devisees and assignees of the foregoing and any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

Third Dist. Cert. No. 3434, Lot No. 11 as shown on a plat entitled "Beale's Ridge" (Plat Book 22, folio 27).

Fourth Dist. Cert. No. 3444, Lot approximately 100 feet by 100 feet situated on the northeast side of the road leading from Waugh Chapel to Odenton.

Fourth Dist. Cert. No. 3445, Lot Nos. 1 and 2, Block R, as shown on a plat of Colonial Park (Plat Book 15, folio 16).

Fourth Dist. Cert. No. 3446, Lot Nos. 3 and 4, Block X, as shown on a plat of Grande View Park (Plat Book 3, folio 4).

Fifth Dist. Cert. No. 3450, Lot Nos. 43 and 44 as shown on a plat of Gray's Park (Plat Book 18, folio 40).

Second Dist. Cert. No. 3463, Lots 19 and 20, as shown on a plat entitled "Sub-Division of property for Louis L. Lee on Crain Highway", which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book 18, folio 39.

Second Dist. Cert. No. 3464, Lot 1255, as shown on Plat entitled "Sunrise Beach, Section 4", which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book 23, folio 1.

Fifth Dist. Cert. No. 3471, Lots 5, 6, 7 Block 66, as shown on

Order Of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, and sold on the 9th day of October, 1961, by Edward M. Dunn, Jr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

Certificate No. 3434 — Lot 11, J.H.H. 926/374, as shown on the plat of 196 acres tract near Jacobsville, Beale's Ridge, Third Election District, and assessed to John A. and C. W. Chapman, and sold to the Plaintiff for $33.60, all of which sum has been paid.

Certificate No. 3444 — Lot 100 x 100, Block 30, G. T. C. 1044/358, situated at Odenton, Fourth Election District, and assessed to Wm. Wallace O'Rourke, et al, and sold to the Plaintiff for $36.79, all of which sum has been paid.

Certificate No. 3445 — Lots 1 and 2, Block R, as shown on Plat of Colonial Park, Fourth Election District, and assessed to J. A. Curney, and sold to the Plaintiff for $19.61, all of which sum has been paid.

Certificate No. 3446 — Lots 3, 4, Block X as shown on the Plat of Grande View Park, Fourth Election District, and assessed to Luella V. Bladen, and sold to the Plaintiff for $19.97, all of which sum has been paid.

Certificate No. 3450 — Lot 43, 44, Block 105, Imps., situated at Gray's Park, Fifth Election District, and assessed to Louisa Williams, and sold to the Plaintiff for $104.72, all of which sum has been paid.

Certificate No. 3463 — Lots 19-20, Blk. 695, G.T.C. 1074/382, situated near Conways, Second Election District, and assessed to Henry and Linis Roberts, and sold to the Plaintiff for $80.00, of which sum $25.88 has been paid.

Certificate No. 3464 — Lot 1255, Sec. 4, Plat 1, 85 x 302 as shown on Plat of Sunrise Beach, Second Election District, and assessed to Edward and Maury Hampton, and sold to the Plaintiff for $100.00, of which sum $40.65 has been paid.

Certificate No. 3471 — Lot 5, 6 and 7, Block 66, as shown on plat of Brooklyn Park, Fifth Election District and assessed to Herbert, Jr., and Laura Hines, and sold to the Plaintiff for $105.41, all of which sum has been paid.

Block K, Plat 2 as shown on plat of Cape St. Claire J.H.H. 942/551, Third Election District, and assessed to Sidney and Trudy Agress, and sold to the Plaintiff for $50.00, of which sum $38.87 has been paid.

Certificate No. 3532B — Lots 1 to 10, 23 to 28, Sec. 4, as shown on the Plat of Green Haven, G.T.C. 1253/192, Third Election District, and assessed to Pasadena Land and Development Co., and sold to the Plaintiff for $205.02, all of which sum has been paid.

Certificate No. 3533B — Lots 21 to 28, 33 to 36, Sec. 30, as shown on the plat of Green Haven, G.T.C. 1253/192, Third Election District, and assessed to Pasadena Land and Development Co., and sold to the Plaintiff for $65.80, all of which sum has been paid.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 9, 1961.

It is thereupon this 1st day of August, 1963, by the Circuit Court for Anne Arundel County in Equity,

ORDERED that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 10th day of October, 1963, next, warning the said John A. Chapman and Carrie W. Chapman, Mr. and Mrs. William Wallace O'Rourke, Mr. and Mrs. John N. Maguire and Mr. and Mrs. John J. Brennan, Mr. and Mrs. J. A. Cuney aka Mr. and Mrs. Curney, Luella V. Bladen, Louisa Williams, Henry Roberts and Linis Roberts, his wife, Joseph T. Owens, aka Joseph Owings, aka Joseph Ownes, Margaret G. Owings, Charles G. Owings, Florence B. Owings, Rebecca L. Jones, Mary D. Owings, Everett N. Owings, Frederick A. Owings, Edward C. Hampton and Maury E. Hampton, Sunrise Beach, Inc., Herbert Hines, Jr., Laura Hines, his wife, Crest Investment Trust, Inc., Mortgagee, John J. Sylvester, Jr., John J. Sylvester, Sr., Daisy Shaw Gross and Sylvanus Gross, her husband, Mr. and Mrs. William Thomas Edwards and Isabelle, Mack, Mr. Mack, her husband, Mr. and Mrs. Nathan Owings, Mr. and Mrs. Nathan Edwards, Tillie Ivrey Rosenstein and Mr. Rosenstein, her husband, Raymond L. Moss, Mortgagee, Mr. and Mrs. William E. Grelser and Arthur D. Jackson, Mrs. Arthur D. Jackson, Cape St. Claire Improvement Assn., Inc., Assignee, Mr. and Mrs. Vaughn L. Miller, Lelan Siler and Frances M. Siler, his wife, Welhelmina Broemer, aka Welhelmina Broehmer, aka Wilhelmina Broemer, aka Wilhelmina Broehmer, John Hicks Dean and Geneva Dean, his wife, John Thomas Wills and Florence Louise Wills, his wife, Pio J. Marocco, Mortgagee, Sidney Agress

INC.
Mortgagee
41 West Preston Street
Baltimore, Maryland
JOHN J. SYLVESTER, JR.
131 E. Cross Street
Baltimore 30, Md.
JOHN J. SYLVESTER, SR.
131 E. Cross Street
Baltimore 30, Md.
DAISY SHAW GROSS and
SYLVANUS GROSS, her husband
Deale, Maryland
MR. AND MRS. WILLIAM
THOMAS EDWARDS, and
ISABELLE MACK
MR. MACK, her husband
Route 1, Box 92
Glen Burnie, Maryland
MR. AND MRS. NATHAN
OWINGS
Address unknown
MR. AND MRS. NATHAN
EDWARDS
Address unknown
TILLIE IVREY ROSENSTEIN
and MR. ROSENSTEIN, her
husband
5 Murray Avenue
Annapolis, Maryland
RAYMOND L. MOSS, Mortgagee
Address unknown
MR. AND MRS. WILLIAM E.
GREISER and ARTHUR D.
JACKSON and Mrs. ARTHUR
D. JACKSON
1109 S. Ellwood Avenue
Baltimore 24, Md.
MR. AND MRS. VAUGHN L.
MILLER
325 E. Biddle Street
Baltimore, Md.
CAPE ST. CLAIRE IMPROVE-
MENT ASSN., INC., Assignee
c/o Harry Rever
Green Holly Drive, Route 4
Annapolis, Maryland
LELAN SILER and
FRANCES M. SILER, his wife
211 S. Calhoun Street
Baltimore 23, Md.
WELHELMINA BROEMER,
aka
WELHELMINA BROEHMER,
aka WILHELMINA BROEMER,
aka
WILHELMINA BROEHMER
1704 N. Collington Avenue
Baltimore, Md.
JOHN HICKS DEAN and
GENEVA DEAN, his wife
R.F.D. 2, Jacobsville
Pasadena, Maryland
JOHN THOMAS WILLS and
FLORENCE LOUISE WILLS, his
wife
815 Bethume Road
Baltimore, Maryland

Anne Arundel County Sanitary Commission Plat of the Brooklyn Park Sanitary District, Sheet No. B-74, recorded among the Plat Records of Anne Arundel County in Anne Arundel County Sanitary Commission Plat Book No. 2, also described as 1 acre, more or less, situate on the south side of Cherry Lane east of Governor Ritchie Highway.

Third Dist. Cert. No. 3473, Lot 124, as shown on Plat entitled "Revised Plat 1 Rock Creek Park," which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 13.

[illegible] Dist. Cert. No. 3507B, ½ acre, more or less, situated just east of Tyler Road and just west of Back Creek, also known [illegible] Creek, and sold as 1.59 a[illegible] situated at Deale.

Third Dist. Cert. No. 3514B, One acre, more or less, situated near Solley.

Third Dist. Cert. No. 3515B, Lot No. 29, Block S, as shown on a plat entitled "Plat No. 2 Cape St. Claire." (Plat Book 21, folio 9).

Third Dist. Cert. No. 3516B, Lot No. 7, (Block EE, as shown on a plat entitled "Plat No. 4 Cape St. Claire". (Plat Book 21, folio 47).

Third Dist. Cert. No. 3517B, Lot No. 2, Block C, as shown on a plat entitled "Cape St. Claire Deep Creek Sub-division Section 1". (Plat Book 22, folio 20).

Third Dist. Cert. No. 3518B, Lot Nos. 5 and 6, Block 14, as shown on a Plat of Carrollton Manor (Plat Book 9, folios 23 and 24).

Third Dist. Cert. No. 3521B, Tract or lot measuring approximately 500 feet by 100 feet, situate on the western side of Rock Creek Road, near Jacobsville, and improvements.

Third Dist. Cert. No. 3526B, Lot No. 44 as shown on a Plat entitled "Sub-division of Lots 9 & 10 as shown on the recorded plat of sub-division of property on Old Annapolis Road". (Plat Book 21, folio 25).

Third Dist. Cert. No. 3528B, Lot No. 20 Block K as shown on a plat entitled "Plat No. 2 Cape St. Claire". (Plat Book 21, folio 9).

Third Dist. Cert. No. 3532B, Lot Nos. 1 through 10 and 23 through 28, Section 4, as shown on a plat of Green Haven (Plat Book 15, folio 7)

Third Dist. Cert. No. 3533B, Lot Nos. 21 through 28 and 33 through 36, Section 30, as shown on a plat of Green Haven (Plat Book 15, folio 7).

Defendants

Certificate No. 3473 — Lot 124, G.T.C. 957/47 as shown on the Plat of Rock Creek Park, Third Election District, and assessed to J. J. and J. J. Sylvester, Sr., and sold to the Plaintiff for $46.13, all of which sum has been paid.

Certificate No. 3507B — Block 455, 1.59 acres F.S.R. 109/3, situated at Deale, Seventh Election District, and assessed to Sylvanus and Daisy S. Gross, and sold to the Plaintiff for $76.55, all of which sum has been paid.

Certificate No. 3514B — 1 acre situated near Solley, Third Election District, and assessed to Wm. T. Edwards and I. Mack, and sold to the Plaintiff for $35.39, all of which sum has been paid.

Certificate No. 3515B — Lot 29, Block S, Plat 2 as shown on the Plat of Cape St. Claire, J.H.H. 738/430, Third Election District, and assessed to Wm. Greiser and A. D. Jackson, and sold to the Plaintiff for $41.15, all of which sum has been paid.

Certificate No. 3516B — Lot 7, Block EE, Plat 4, as shown on Plat of Cape St. Claire, G.T.C. 1080/181, Third Election District, and assessed to Vaugh L. Miller, and sold to the Plaintiff for $41.15, all of which sum has been paid.

Certificate No. 3517B — Lot 2, Block C, Sec. 1 as shown on the Plat of Cape St. Claire, Deep Creek Sub-Div., G.T.C. 1235/142, Third Election District, and assessed to Lelan and Frances M. Siler, and sold to the Plaintiff for $60.00, of which sum $41.15 has been paid.

Certificate No. 3518B — Lots 5 and 6, Block 14, as shown on the plat of Carrollton Manor, Third Election District, and assessed to Wilhelmina Broehmer, and sold to the Plaintiff for $33.61, all of which sum has been paid.

Certificate No. 3521B — Block 245, App. 1 acre or lots 14-15, unrecorded plat improvements situated near Jacobsville, G.T.C. 1222/6, Third Election District, and assessed to John H. and Geneva Dean, and sold to the Plaintiff for $400.00, of which sum $53.99 has been paid.

Certificate No. 3526B — Lot 44, Sub-div. Lots 9, 10, Imps., situated at Old Annapolis Road, G.T.C. 1179/231, Third Election District, and assessed to John Thomas and Louise Wills, and sold to the Plaintiff for $303.40, all of which sum has been paid.

Certificate No. 3528B — Lot 20, and Trudy Agress, his wife, Pasadena Land Development Company, a body corporate, William C. Christian, Dorothy W. Christian, his wife, Mortgagees, Alfred B. Christian and Clyde Christian, his wife, Mortgagees, Robert E. Christian and Marie T. Christian, his wife, Mortgagees, Richard Christian and Lynda Christian, his wife, Mortagees, and any and all persons having or claiming to have any interest in the abovementioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by Solicitor on or before the 10th day of October, 1963, and redeem the aforementioned property and answer the Bill of Comp[illegible] or thereafter a Final Decre[illegible] will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SOUTHERN MUNICI[illegible] CORPORATION, a title fre[illegible] and clear of all encumbrances.

LOUIS N. PHIPPS
Clerk

TRUE COPY,
TEST:
LOUIS N. PHIPPS,
Clerk

A-29

BOOK 150 PAGE 137

SOUTHERN MUNICIPAL CORPORATION,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
JOHN A. CHAPMAN, ET AL,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 15,761 EQUITY

* * * * *

ANSWER OF RICHARD CHRISTIAN AND LYNDA CHRISTIAN, HIS WIFE, DEFENDANTS

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Richard Christian and Lynda Christian, his wife, by Noah A. Hillman their Solicitor, respectfully shows:

1. That they neither admit nor deny allegations of paragraph 1.

2. That they admit allegations of paragraph 2, sub-paragraphs (20) and (21).

3. That they admit allegations of paragraph 3.

4. That they admit allegations of paragraphs 4 (20) and 5.

5. That they admit so much of the allegations of paragraph 6 as appears in the Tax Sale Certificate pertaining to them and to the land on which the mortgage covers.

6. That in answer to paragraph 7, they neither admit nor deny the amounts shown for Certificates No. 3532 B and 3533 B are correct but they desire the Court to set the amount necessary for redemption of each of the aforesaid Tax Sale Certificates and show that they are ready, able and willing to pay the same when so determined.

FILED
1963 AUG 23 AM 10:58

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

44

Wherefore, having answered the Bill of Complaint they pray to be dismissed.

And, as in duty bound, etc.

Noah A. Hillman
Solicitor for Richard Christian and
Lynda Christian, his wife,
Defendants

I hereby certify, that on this 22nd day of August, 1963, I mailed a copy of the foregoing Answer to C. Maurice Weidemeyer, Esq., at his law office, 236 Main Street, Annapolis, Maryland, Solicitor for Plaintiff.

Noah A. Hillman
Solicitor for Richard Christian &
Lynda Christian, his wife,
Defendants

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

47

Stipulation
9/6/63

BOOK 150 PAGE 139

SOUTHERN MUNICIPAL CORPORATION a body corporate, In the State of Delaware,	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
JOHN A CHAPMAN and CARRIE W. CHAPMAN, LOUISA WILLIAMS, HERBERT HINES, JR., LAURA HINES, his wife,	*	IN EQUITY
	*	NUMBER 15761
	*	
Defendants	*	

* * * * * * * * * * *

STIPULATION

This Stipulation made this 9th day of September 1963, by and between the Plaintiff, SOUTHERN MUNICIPAL CORPORATION and HERBERT HINES, JR., and LAURA HINES, his wife, two of the Defendants in the above entitled case, by their respective counsel.

It is agreed between the parties as follows:

That the Defendants HERBERT HINES, JR., and LAURA HINES, his wife, pay the following sums to C. Maurice Weidemeyer; Twenty-Five Dollars ($25.00) for title examination and Fifty Dollars ($50.00) for Attorney's fee; Twenty-Seven Dollars and Forty-One Cents ($27.41) for the cost of Advertising and Order of Publication of said sale; Twenty Dollars ($20.00) for Court costs; and a payment of all the back real estate taxes due the County of Anne Arundel and the State of Maryland on the property sold at tax sale.

That in consideration of the payment of the above items the Plaintiff will release certificate number 3471 and all of its rights, title and interest in the Hines property involved in said tax sale; and the said Plaintiff will file in said case an order of satisfaction marked paid settled and satisfied and will agree to execute such other documents as may be necessary to complete the redemption of the Hines property.

TO WITNESS THE HANDS AND SEALS of the said parties through their respective counsel.

C. Maurice Weidemeyer (SEAL)
C. MAURICE WEIDEMEYER
ATTORNEY FOR
Southern Municipal Corporation, Plaintiff

Sidney Kaplan (SEAL)
SIDNEY KAPLAN
ATTORNEY FOR
Herbert Hines, Jr., and
Laura Hines, his wife

FILED
1963 SEP 10 PM 12:18

LAW OFFICES · SIDNEY KAPLAN FORTY-ONE WEST PRESTON STREET · BALTIMORE 1, MD.

Order
9/6/63

BOOK 150 PAGE 140

ORDER

IT IS ORDERED this 11th day of September 1963, by the Circuit Court of Anne Arundel County that based upon the terms of the foregoing Stipulation the certificate of fore closure be redeemed upon:

(a) The payment of expenses as set out in the amount of One Hundred Twenty-Two Dollars and Forty-One Cents ($122.41); and

(b) The payment of all real estate taxes due on the Hines property.

Judge

FILED

1963 SEP 11 PM 2:44

LAW OFFICES • SIDNEY KAPLAN FORTY-ONE WEST PRESTON STREET • BALTIMORE 1, MD.

49

BOOK 150 PAGE 141

SOUTHERN MUNICIPAL CORPORATION, a body corporate, Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY No. 15,761
vs.	:	
JOHN A. CHAPMAN, et al., Defendants	:	

ORDER OF SATISFACTION

MR. CLERK:

Please enter Certificate No. 3471 covering property known as Lots 5, 6, and 7, Block 66, as shown on Anne Arundel County Sanitary Commission Plat of the Brooklyn Park Sanitary District, Sheet No. B-74, redeemed from this proceeding.

C. Maurice Weidemeyer

C. Maurice Weidemeyer
Attorney for Plaintiff

FILED

1963 SEP 11 PM 3:11

50

SOUTHERN MUNICIPAL CORPORATION, a body corporate,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
JOHN A. CHAPMAN, et al.,	:	No. 15,761
Defendants	:	

ORDER OF SATISFACTION

MR. CLERK:

Please enter Certificate No. 3532B, covering property known as Lots Nos. 1 through 10 and 23 through 28, Sec. 4, Green Haven, and Certificate No. 3533B, covering property known as Lot Nos. 21 through 28, and 33 through 36, Section 30, Green Haven, and assessed to Pasadena Land + Development Co., redeemed from these proceedings.

C. Maurice Weidemeyer
Attorney for Plaintiff

FILED

1963 OCT -1 AM 10:39

51

BOOK 150 PAGE 143

SOUTHERN MUNICIPAL CORP.	:	IN THE
vs.	:	CIRCUIT COURT
W. W. O'ROURKE, et al.	:	FOR ANNE ARUNDEL COUNTY
	:	Equity No. 15,761

: : : : : : :

STIPULATION

It is hereby stipulated and agreed by and between the parties hereto that the Defendants, W. W. O'Rourke, et al, are entitled to redeem the property represented by Certificate No. 3444 upon payment of all back taxes and interest, in the sum of $53.64, and the additional sum of $122.41, representing the Defendants proportionate amount of advertising costs on Order of Publication, Court costs and agreed Attorney fee.

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Maurice Weidemeyer
Attorney for Plaintiff

John J. Brennan
Attorney for Defendants

~~ORDER OF COURT~~

~~It is hereby Ordered by the Circuit Court for Anne Arundel County, that the proportionate costs to these Defendants for the dismissal of the within suit shall be $27.41 for advertising costs and $20.00 for Court costs.~~

~~Judge~~

ORDER OF COURT

Upon the foregoing Stipulation, it is by the Circuit Court for Anne Arundel County sitting in equity, this 17th day of October, 1963, ORDERED

MAGUIRE & BRENNAN
ATTORNEYS AT LAW
ESSEX & TOWSON, MD.

52

that the amounts necessary for redemption are as follows:

(a) To Attorney for Plaintiff for title examination, attorney's fee, proportionate amount of Court costs and proportionate amount of advertising shall be in amount of One Hundred Twenty-Two Dollars and Forty-One Cents ($122.41).

(b) To the Treasurer of Anne Arundel County for all taxes, interest and penalties to and including the year 1963, the sum of Fifty Three Dollars and Sixty-Four Cents ($53.64).

V. Bowie Duckett

JUDGE

FILED

1963 OCT 17 PM 3:26

53

BOOK 150 PAGE 145

SOUTHERN MUNICIPAL CORP.	*	IN THE CIRCUIT COURT
vs.	*	FOR ANNE ARUNDEL COUNTY
W. W. O'ROURKE, et al	*	EQUITY NO. 15,761

ORDER FOR DISMISSAL AS TO CERTIFICATE NO. 3444

Mr. Clerk:

Please enter Certificate No. 3444 and the real estate covered thereby, namely Lot 100 by 100, Block 30, G.T.C. 1044/358 situated at Odenton, Fourth Election District, and assessed to William Wallace O'Rourke, et al, redeemed from these proceedings.

C. Maurice Weidemeyer
C. Maurice Weidemeyer
Attorney for Plaintiff

FILED
1963 OCT 17 PM 3:41

54

SOUTHERN MUNICIPAL CORPORATION, a body corporate	*	IN THE CIRCUIT COURT
	*	FOR ANNE ARUNDEL COUNTY
Plaintiff	*	IN EQUITY
vs.	*	EQUITY NO. 15,761
JOHN A. CHAPMAN, et al.,		
Defendants		

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared C. MAURICE WEIDEMEYER, President of Southern Municipal Corporation, a body corporate, Plaintiff herein, and made oath in due form of law that:

1. The defendants, Cape St. Claire Improvement Assn., Inc., and Sunrise Beach, Inc., being bodies corporate, are not in the military service.

2. From inquiries made and information received, he is advised and believes that several of the defendants herein are probably deceased, and therefore not in the military service.

3. That the defendants, Tillie Ivrey Rosenstein and Mr. Rosenstein, her husband, Daisy Shaw Gross and Sylvanus Gross, her husband, John Hicks Dean and Geneva Dean, his wife, and Luella V. Bladen are not in the military service; and that as to the other defendants he has no information that any of them are in the military service, and therefore avers that none of them are in the military service.

C. Maurice Weidemeyer

C. Maurice Weidemeyer
236 Main St., Annapolis, Md.
COlonial 8-5049

SUBSCRIBED and SWORN to before me this 30th day of October, 1963.

Mary Harrison

Mary Harrison - Notary Public

1963 OCT 30 AM 10:51
FILED

55

SOUTHERN MUNICIPAL CORPORATION, a body corporate,	*	IN THE CIRCUIT COURT
	*	FOR ANNE ARUNDEL COUNTY
Plaintiff	*	IN EQUITY
vs.	*	EQUITY NO. 15,761
JOHN A. CHAPMAN, et al.,		
Defendants		

AFFIDAVIT OF MAILING TO NON-RESIDENT DEFENDANTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

C. MAURICE WEIDEMEYER, President of and Attorney for Southern Municipal Corporation, Plaintiff herein, first being duly sworn and on oath deposes and says:

1. That he mailed a copy of the Order of Publication issued herein, by certified mail, return receipt requested, to non-resident defendants, Luella V. Bladen, and Sunrise Beach, Inc., as evidenced by the "Return Receipt", filed herewith and made a part hereof.

2. That he mailed a copy of the Order of Publication issued herein, by certified mail, return receipt requested, to non-resident defendants, Mr. and Mrs. J. A. Cuney, (aka Mr. and Mrs. J. A. Curney), Mrs. Maury E. Hampton, Mr. Edward C. Hampton, Mrs. Linis Roberts, and Mr. Henry Roberts, as evidenced by the envelopes of returned letters filed herewith, and made a part hereof.

3. That the said certified letters mailed to Mr. and Mrs. J. A. Cuney, and Mr. and Mrs. J. A. Curney, Mrs. Maury E. Hampton and Mr. Edward C. Hampton were returned marked "Unclaimed".

4. That the certified letter mailed to Mrs. Linis Roberts was returned marked "Moved Left no address".

5. That the certified letter mailed to Mr. Henry Roberts

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1963 OCT 30 AM 10:52

was returned marked "Moved".

C. Maurice Weidemeyer
C. Maurice Weidemeyer
236 Main St., Annapolis, Md.
COlonial 8-5049

Subscribed and sworn to before me this 30th day of October, 1963.

Mary Harrison
Mary Harrison - Notary Public

#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)*

Lucille M. Bladen

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Mrs Laurence Bouch

DATE DELIVERED

8/12/63

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

C59—10—71560-6 GPO

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

Lawrence Beach Sr

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

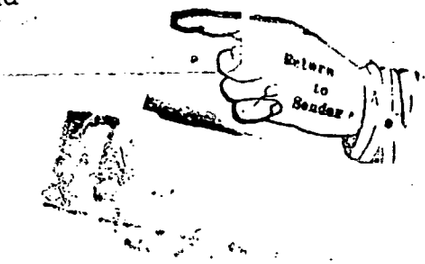
8/12/63

SHOW WHERE DELIVERED *(only if requested)*

C58—16—71348-5—F GPO

57

Law Offices
C. MAURICE WEIDEMEYER
236 Main Street
Annapolis, Maryland



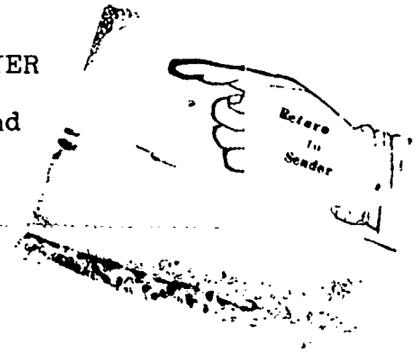
BOOK 150 PAGE 149

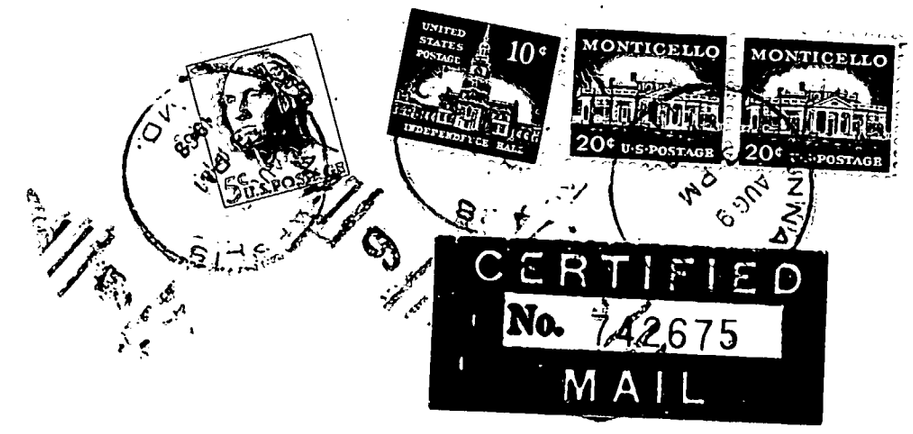
00011
LN
8-12-63
186-N

Mr. and Mrs. J. A. Cuney
134 Seaton Place, N. W.
Washington, D. C. AUG 12 1963

UNCLAIMED

Law Offices
C. MAURICE WEIDEMEYER
236 Main Street
Annapolis, Maryland





Return to Sender

CERTIFIED
No. 742675
MAIL

BOOK 150 PAGE 150

ODDH
LN
8LG 63
186-a

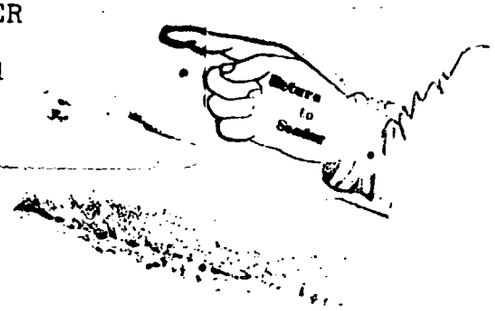
Mr. and Mrs. J. A. Curney
134 Seaton Place, N. W.
Washington, D. C.

AUG 12 1963

AUG 12 1963

UNCLAIMED

Law Offices
C. MAURICE WEIDEMEYER
236 Main Street
Annapolis, Maryland



CERTIFIED
No. 742681
MAIL

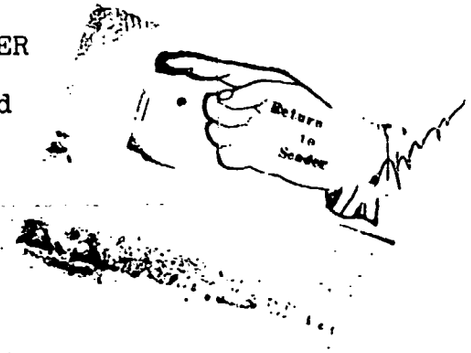
BOOK 150 PAGE 151

AUG 27 1963
NON RECLAME (UNCLAIMED)

Mrs. Maury E. Hampton
656 Chaplin Street, S. E.
Washington 19, D. C.

RECEIVED
8-10-63
1939

Law Offices
C. MAURICE WEIDEMEYER
236 Main Street
Annapolis, Maryland



BOOK 150 PAGE 152

AUG 27 1963
NON RECLAME (UNCLAIMED)

Mr. Edward C. Hampton
656 Chaplin Street, S. E.
Washington 19, D. C.

NRCD
8-10-63
1954

Law Offices
C. MAURICE WEIDEMEYER
236 Main Street
Annapolis, Maryland

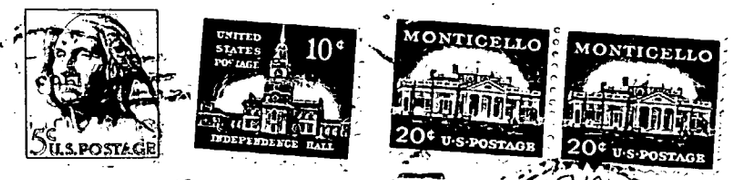
BOOK 150 PAGE 153

Moved
8/10/63
#293-5
6 C

Moved. L... no address

Mrs. Linis Roberts
155 Rhode Island Avenue, N.E.
Washington, D. C.

Law Offices
C. MAURICE WEIDEMEYER
236 Main Street
Annapolis, Maryland



CERTIFIED
No. 742678
MAIL

RETURNED TO SENDER

Moved
8/10/63
#292-5
L.G.C.

BOOK 150 PAGE 154

Mr. Henry Roberts
155 Rhode Island Avenue, N.E.
Washington, D. C.

SOUTHERN MUNICIPAL CORPORATION, a body corporate	*	IN THE CIRCUIT COURT
	*	FOR ANNE ARUNDEL COUNTY
Plaintiff	*	IN EQUITY
vs.	*	EQUITY NO. 15,761
JOHN A. CHAPMAN, et al.,	*	
Defendants		

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order, against all the defendants named herein, and all persons having or claiming to have any interest in the real estate therein described, as assessed to said defendants and sold to Plaintiff on the 9th day of October, 1961, for non-payment of taxes due for the years 1959 and 1960.

And it further appearing that Sunrise Beach, Inc., has filed a petition herein claiming for the amount of surplus bid from the County Treasurer to be applied against the annual maintenance charges against Lot 1255, Sunrise Beach, assessed to Edward C. Hampton and Maury E. Hampton.

And it further appearing that the defendants, Mr. and Mrs. J. A. Cuney (aka Mr. and Mrs. J. A. Curney), Luella V. Bladen, Henry Roberts and Linis Roberts, his wife, Edward C. Hampton, and Maury E. Hampton, being non-residents, have been duly served by publication.

And it further appearing that subpoenas issued out of this Court directed to the defendants, Tillie Ivrey Rosensteinand Mr. Rosenstein, her husband, Mr. and Mrs. William E. Greiser, Arthur D.

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Jackson and Mrs. Arthur D. Jackson, Pio J. Marocco, and Cape St. Claire Improvement Assn., Inc., have been returned "summonsed."

And it further appearing that subpoenas issued out of this Court directed to the defendants John A. Chapman and Carrie W. Chapman, John J. Sylvester, Jr., and John J. Sylvester, Sr., Daisy Shaw Gross and Sylvanus Gross, her husband, Mr. and Mrs. William Thomas Edwards, Isabelle Mack and Mr. Mack, her husband, Mr. and Mrs. Vaughn L. Miller, Lelan Siler and Frances M. Siler, his wife, Welhelmina Broemer (aka Welhelmina Broehmer, aka Wilhelmina Broemer, aka Wilhelmina Broehmer), John Hicks Dean and Geneva Dean, his wife, John Thomas Wills and Florence Louise Wills, his wife, Sidney Agress and Trudy Agress, 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 subpoena issued out of this Court directed to the defendant, Louisa . Williams, has been returned once "mortius est" and once "non est".

And it further appearing that the defendants, Joseph T. Owens (aka Joseph Owings, aka Joseph Ownes) and Margaret G. Owings, Charles G. Owings, Florence B. Owings, Rebecca L. Jones, Mary D. Owings, Everett N. Owings, and Frederick A. Owings, and Raymond L. Moss, addresses unknown, have been duly served by publication.

And it further appearing that all of the aforesaid defendants, except as otherwise set out above, have failed to enter their appearance herein in person or by solicitor, and have failed to file an answer to the Bill of Complaint, and the time within said defendants could so appear and file an answer having now expired, it is thereupon this 31st day of October, 1963, by the Circuit Court for Anne Arundel County, in equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby taken pro confesso against the said defendants and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said defendants and described on the books of the County Treasurer and sold to the Plaintiff on the 9th day of October, 1961.

D. Boone Overholt

JUDGE

SOUTHERN MUNICIPAL CORPORATION, a body corporate	*	IN THE CIRCUIT COURT
	*	FOR ANNE ARUNDEL COUNTY
Plaintiff	*	IN EQUITY
vs.	*	EQUITY NO. 15,761
JOHN A. CHAPMAN, et al.,	*	
Defendants	*	

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The proceedings in this cause having been read and considered, and it appearing to the Court that the Defendants, Mr. and Mrs. J. A. Cuney (aka Mr. and Mrs. J. A. Curney), Luella V. Bladen, Henry Roberts and Linis Roberts, his wife, Edward C. Hampton, and Maury E. Hampton, being non-residents, have been duly served by publication.

And it further appearing that subpoenas issued out of this Court directed to the Defendants, Tillie Ivrey Rosenstein and Mr. Rosenstein, her husband, Mr. and Mrs. William E. Greiser, Arthur D. Jackson and Mrs. Arthur D. Jackson, Pio J. Marocco, and Cape St. Claire Improvement Assn., Inc., have been returned "summonsed," as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the Defendants, John A. Chapman and Carrie W. Chapman, John J. Sylvester, Jr., and John J. Sylvester, Sr., Daisy Shaw Gross and Sylvanus Gross, her husband, Mr. and Mrs. William Thomas Edwards, Isabelle Mack and Mr. Mack, her husband, Mr. and Mrs. Vaughn L. Miller, Lelan Siler and Frances M. Siler, his wife, Welhelmina Broemer (aka Welhelmina Broehmer, aka Wilhelmina Broemer, aka Wilhelmina Broehmer), John Hicks Dean and Geneva Dean, his wife, John Thomas Wills and Florence Louise Wills, his wife, Sidney Agress and Trudy Agress, 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 subpoena issued out of this Court directed to the Defendant, Louisa Williams, has been returned once "mortius est" and once "non est".

And it further appearing that the Defendants, Joseph T. Owens (aka Joseph Owings, aka Joseph Ownes) and Margaret G. Owings, Charles G. Owings, Florence B. Owings, Rebecca L. Jones, Mary D. Owings, Everett N. Owings, and Frederick A. Owings, and Raymond L. Moss, addresses unknown, have been duly served by publication.

And it further appearing that the Defendant, Sunrise Beach, Inc., has filed an answer herein claiming any surplus amounts or so much thereof as may be paid to the Treasurer on Certificate No. 3464, and an order of court has been entered herein on said petition.

And it further appearing that a Decree Pro Confesso was entered herein on the 31st day of October, 1963, against all of the aforesaid Defendants hereinabove mentioned, and that none of the aforesaid parties against whom the Decree Pro Confesso was entered, have entered their appearance herein or filed an answer in these proceedings, or proceeded to redeem herein, it is by the Circuit Court for Anne Arundel County sitting in equity, this 11th day of December, 1963,

ADJUDGED, ORDERED and DECREED, that all the rights of redemption to the properties mentioned herein of the Defendants, Mr. and Mrs. J. A. Cuney (aka Mr. and Mrs. J. A. Curney), Luella V. Bladen, Henry Roberts and Linis Roberts, his wife, Edward C. Hampton, and Maury E. Hampton, Tillie Ivrey Rosenstein and Mr. Rosenstein, her husband, Mr. and Mrs. William E. Greiser, Arthur D.

Jackson and Mrs. Arthur D. Jackson, Pio J. Marocco, Cape St. Claire Improvement Assn., Inc., John A. Chapman and Carrie W. Chapman, John J. Sylvester, Jr., and John J. Sylvester, Sr., Daisy Shaw Gross and Sylvanus Gross, her husband, Mr. and Mrs. William Thomas Edwards, Isabelle Mack and Mr. Mack, her husband, Mr. and Mrs. Vaughn L. Miller, Lelan Siler and Frances M. Siler, his wife, Welhelmina Broemer (aka Welhelmina Broehmer, aka Wilhelmina Broemer, aka Wilhelmina Broehmer), John Hicks Dean and Geneva Dean, his wife, John Thomas Wills and Florence Louise Wills, his wife, Sidney Agress and Trudy Agress, his wife, Louisa Williams, Joseph T. Owens (aka Joseph Owings, aka Joseph Ownes) and Margaret G. Owings, Charles G. Owings, Florence B. Owings, Rebecca L. Jones, Mary D. Owings, Everett N. Owings, and Frederick A. Owings, and Raymond L. Moss, and all the unknown heirs at law, alienees, assignees and devisees of any of the aforementioned parties, and any and all persons having or claiming to have any right, title or interest in the hereinafter described properties, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described properties sold to the Plaintiff on the 9th day of October, 1961, for non-payment of taxes for the years 1959 and 1960, to wit:

(1) Certificate No. 3434 - Lot 11, J.H.H. 926/374 as shown on the plat of 196 acres tract near Jacobsville, Beale's Ridge, Third Election District, and assessed to John A. and C. W. Chapman.

(2) Certificate No. 3445 - Lots 1 and 2, Block R, as shown on Plat of Colonial Park, Fourth Election District, and assessed to J. A. Curney.

(3) Certificate No. 3446 - Lots 3, 4, Block X as shown on the Plat of Grande View Park, Fourth Election District, and assessed to Luella V. Bladen.

(4) Certificate No. 3450 - Lot 43, 44, Block 105, Imps., situated at Gray's Park, Fifth Election District, and assessed to Louisa Williams.

(5) Certificate No. 3463 - Lots 19-20, Blk. 695, G.T.C. 1074/382, situated near Conways, Second Election District, and assessed to Henry and Linis Roberts.

(6) Certificate No. 3464 - Lot 1255, Sec. 4, Plat 1, 85 x 302 as shown on Plat of Sunrise Beach, Second Election District, and assessed to Edward and Maury Hampton.

(7) Certificate No. 3473 - Lot 124, G.T.C. 957/47 as shown on the Plat of Rock Creek Park, Third Election District, and assessed to J. J. and J. J. Sylvester, Sr.

(8) Certificate No. 3507B - Block 455, 1/2 acre, F.S.R. 109/3, (sold as 1.59 acres) situated at Deale, Seventh Election District, and assessed to Sylvanus and Daisy S. Gross.

(9) Certificate No. 3514B - 1 acre situated near Solley, Third Election District, and assessed to Wm. T. Edwards and I. Mack.

(10) Certificate No. 3515B - Lot 29, Block S, Plat 2 as shown on the Plat of Cape St. Claire, J.H.H. 738/430, Third Election District, and assessed to Wm. Greiser and A. D. Jackson.

(11) Certificate No. 3516B - Lot 7, Block EE, Plat 4, as shown on Plat of Cape St. Claire, G.T.C. 1080/181, Third Election District, and assessed to Vaugh L. Miller.

(12) Certificate No. 3517B - Lot 2, Block C, Sec. 1 as shown on the Plat of Cape St. Claire, Deep Creek Sub-div., G.T.C. 1235/142, Third Election District, and assessed to Lelan and Frances M. Siler.

(13) Certificate No. 3518B - Lots 5 and 6, Block 14, as shown on the plat of Carrollton Manor, Third Election District, and assessed to Wilhelmina Broehmer.

(14) Certificate No. 3521B - Block 245, App. 1 acre or lots 14-15, unrecorded plat improvements situated near Jacobsville, G.T.C. 1222/6, Third Election District, and assessed to John H. and Geneva Dean.

(15) Certificate No. 3526B - Lot 44, Sub-div. Lots 9, 10, Imps., situated at Old Annapolis Road, G.T.C. 1179/231, Third Election District, and assessed to John Thomas and Louise Wills.

(16) Certificate No. 3528B - Lot 20, Block K, Plat 2 as shown on plat of Cape St. Claire, J.H.H. 942/551, Third Election District, and assessed to Sidney and Trudy Agress.

free and clear of all alienations and descents of said property occurring prior to this decree, and free of all encumbrances

thereon, except taxes accruing subsequent to the tax sale mentioned in this cause, and public easements and public proceedings to which said property is subject, and

It is further ORDERED that the Treasurer of Anne Arundel County, Maryland, and Collector of State and County Taxes, execute and deliver to the Southern Municipal Corporation, Plaintiff in these proceedings, a deed of conveyance to the aforesaid lots and parcels of land and improvements, upon payment by the Plaintiff to the said Treasurer, such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificates, if any; and

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

George Sachse

JUDGE

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IN THE MATTER OF	*	NO. 16,762 EQUITY
MAHLON LOWMAN, SR.	*	IN THE
A PERSON ALLEGED TO BE UNDER DISABILITY	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* *

PETITION AND ORDER OF COURT FOR APPOINTMENT OF TRUSTEE

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

The petition of Agnes V. Todd, Robert L. Lowman, and Doris G. Meads, as next friends of MAHLON LOWMAN, SR., repectfully shows:

1. That the petitioners are the closest relatives and children of Maholn Lowman, Sr., age 74 (white-male) now confined to the House In Pines, 16 Flusting Avenue, Catonsville 18, Baltimore County, Maryland.

2. That because of a mental condition the said Mahlon Lowman, Sr. is incompetent to manage his property and has been confined for approximately three (3) years to the House In Pines, a private convalescence home.

3. That the said Mahlon Lowman, Sr. is the owner of a house and lot, and an unimproved lot of ground in the Second Election District of Anne Arundel County fronting on the General's Highway near Waterbury. The house and lot is estimated to be worth approximately $6,000.00 and the remaining unimproved land to be worth approximately $200.00. That said property is the remaining part of a tract of land conveyed to the said Mahlon Lowman, Sr. (and wife, now deceased) by deed dated January 15, 1920, by Miriam B. Cooke and recorded amon g the Land Records of Anne Arundel County in Liber W.N.W. No. 25, folio 396.

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BOOK 150 PAGE 163

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4. That the house will be vacant in the near future and a sale of the property is necessary and contemplated to enable the payment of accumulated expenses, and to meet accrueing taxes, expenses for the proper care and attention of the incompetent; the only other income which the incompetent receives is from Social Security payments of $68.00 monthly.

5. That your petitioners file herewith the certificate of two physicians, one of whom has attended the alleged incompetent within ten (10) days before the filing of this petition, each certifying his opinion of the mental competency of the alleged incompetent and the cause, nature, extent and probable duration of such incompetency. Said certificates are filed herewith marked "Exhibit No. 1" and "No. 2" and are prayed to be taken as a part hereof.

To the end therefore:

1. That a Trustee be appointed to take charge of and manage said property.

2. That said Trustee be authorized to sell the property of the alleged incompetent upon the future order of this Court.

3. That the estate be administered under the jurisdiction of this Court.

May it please your Honors to pass an order directing the said Mahlon Lowman, Sr., the alleged incompetent to be summoned within ten days hereof; requiring that within the same time a copy of the summons, petition and Order of Court shall be left with whom the alleged incompetent resides, setting down the petition for hearing on or after fifteen days from the date of the Order, and allowing an appearance and answer at any time before or after the decree.

And, as in duty bound, etc.,

Petitioners and next Friends:

Solicitor for Petitioners

Robert L. Lowman

Robert L. Lowman

Doris G. Meade

Doris G. Meade

Agnes V. Todd

Agnes V. Todd

BOOK 150 PAGE 164

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT: BOOK 150 PAGE 165

I hereby certify that on this 16th day of July, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Agnes V. Todd, Robert L. Lowman, and Doris G. Meads, Petitioners, and next friends of Mahlon Lowman, Sr., incompetent, and they made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of their knowledge, information, and belief.

Witness my hand and seal Notarial.

Geneva H Anderson
Notary Public

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY THAT on this 27th 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 county aforesaid, personally appeared Wilmer K. Gallager, M.D., known to me to be the person whose name is subscribed below as the affiant, who made oath in due form of law that he is a medical doctor who is and has been practicing in the State of Maryland for the past 25 years and whose office for the practice of medicine is now located at 6209 Frederick Avenue in Baltimore County, Maryland; that Mahlon Lowman, Sr., the alleged incompetent, has been under the medical care and attention of the said Wilmer K. Gallager, M.D., since August 9th, 1959, and is now the patient of the said Wilmer K. Gallager, M.D., that in the course of his duties, he, the said Wilmer K. Gallager, M.D., has attended the said Mahlon Lowman, Sr. from time to time since August 9th, 1959; that he last treated and examined him on the 27th day of July, 1963; that from the opportunity afforded him of observing the said Mahlon Lowman Sr., he is convinced that the said Mahlon Lowman, Sr. is now and has been for sometime past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage his property or to execute a valid deed or contract; that the cause of such mental disability is: Cerebral Arteriosclerosis Generalized arteriosclerosis; that the nature of such mental disability is an unawareness of time or place, inability to reason, and inability to dress or care for himself; that the extent and probable duration of the incompetency for management of his personal and business affairs extends probably for the remainder of his natural life. The said affiant is further of the opinion that it

BOOK 150 PAGE 160

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Exhibit No 1

4

would be seriously detrimental to the said Mahlon Lowman, Sr., both physically and mentally, to require him to appear before a Court as a witness or to be present at a hearing before a Court concerning his mental condition and capacity to manage his estate.

Wilmer K. Gallager, M.D.

Wilmer K. Gallager, M.D. - Affiant

Sworn to before me this - 17th - day of July, 1963.

Notary Public

My Commission Expires
May 3, 1965

BOOK 150 PAGE 167

5

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

BOOK 150 PAGE 168

I HEREBY CERTIFY THAT on this 22nd 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 county aforesaid, personally appeared John M. Gerwig Jr., known to me to be the person whose name is subscribed below as the affiant, who made oath in due form of law that he is a medical doctor who is and has been practicing in the State of Maryland for the past 9 years and whose office for the practice of medicine is now located at 400 Granlan Rd. in Baltimore County, Maryland; that Mahlon Lowman, Sr., the alleged incompetent was examined by me on the 22 day of July, 1963; that from the opportunity afforded him of observing the said Mahlon Lowman, Sr., he is convinced that the said Mahlon Lowman, Sr. is now and has been for sometime past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage his property or to execute a valid deed or contract; that the cause of such mental disability is: Cerebral Arteriosclerosis Generalized arteriosclerosis;

that the nature of such mental disability is inability to reason clearly, some unawarness of time and place.;

that the extent and probable duration of the incompetency for management of his personal and business affairs extends probably for the remainder of his natural life. The said affiant is further of the opinion that it would be seriously detrimental to the said Mahlon Lowman, Sr., both physically and mentally, to require him

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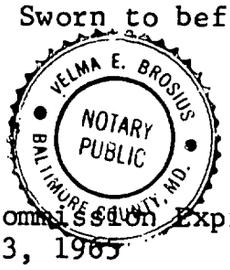
Exhibit No. 2

6

to appear before a Court as a witness or to be present at a hearing before a Court concerning his mental condition and capacity to manage his estate.

John M. Garrigh Jr.
Affiant

Sworn to before me this 22nd day of July, 1963.



Velma E. Brosius
Notary Public

My Commission Expires
May 3, 1965

7

ORDER OF COURT

BOOK 150 PAGE 170

ORDERED, this 5th day of August 1963, by the Circuit Court for Anne Arundel County sitting in Equity, that the petition of Robert L. Lowman, Doris G. Meade, and Agnes V. Todd, as closest relatives and next friend of Mahlon Lowman, Sr., be and the same is hereby set for hearing on the 26th day of Aug 1963, at 10 a M., provided the said Mahlon Lowman, Sr., alleged incompetent, shall be summoned before the 19th day of August 1963; and that a copy of the summons, petition and this Order, be left with Velma Brosius, Administrator of House in Pines and it is further ORDERED that an appearance and answer will be allowed by Mahlon Lowman, Sr., at any time before or after decree.

O. Bowie Duckett
Judge

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IN THE MATTER OF	*	NO. 15762 EQUITY
MAHLON LOWMAN, SR.	*	IN THE
Incompetent	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

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

D E C R E E

This case standing ready for hearing and the said Mahlon Lowman, Sr. having been duly summoned and having failed to appear, the proceedings in this case were read and considered, and it is thereupon this 26th day of August, 1963, ADJUDGED, ORDERED AND DECREED that Mahlon Lowman, Sr. be, and he is hereby declared incompetent by reason of a mental disability and that Robert L. Lowman, Doris G. Meade, and Agnes V. Todd, be and they are hereby appointed Trustees to take charge of and manage all of the property, real, personal, or mixed, belonging to the said Mahlon Lowman, Sr. and to receive any and all funds that may be due the said incompetent from any source whatsoever and to execute receipts therefor as may be necessary from time to time.

It is further ADJUDGED, ORDERED AND DECREED that before the said Robert L. Lowman, Doris G. Meade, and Agnes V. Todd shall proceed to act as such Trustees, they shall give bond in the penalty of $6,000.00 to the State of Maryland, with the corporate surety to be approved by this Court for the faithful discharge of their duties as such Trustee.

And, it is further ADJUDGED, ORDERED AND DECREED that the sale of the real property of the said Mahlon Lowman, Sr. or any property in which he may have an interest is reserved for the further order of the Court.

D. Bruce Duckett
Judge

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BOOK 150 PAGE 171

9

IN THE MATTER OF	*	NO. 15,762 EQUITY
MAHLON LOWMAN, SR.	*	IN THE
Incompetent	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * *

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Robert L. Lowman, Doris G. Meade and Agnes V. Todd of Anne Arundel County, State of Maryland, as principals amd the National Surety Corporation, a body corporate, duly incorporated under the Laws of the State of New York, as surety are held and firmly bound unto the State of Maryland, in the full and just sum of Six thousand dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Executors, Administrators, Successors or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 4 day of September in the year of our Lord nineteen hundred and sixty-three.

WHEREAS, the above bounden Robert L. Lowman, Doris G. Meade and Agnes V. Todd by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County have been appointed Trustees in the proceedings in the case of " In the Matter of Mahlon Lowman, Sr.," No. 15,762 Equity, now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Robert L. Lowman, Doris G. Meade and Agnes V. Todd do and shall well and faithefully perform the trust reposed in them by said decree, or that may be reposed in them

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by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of:

Robert L. Lowman (SEAL)
Robert L. Lowman

As to Surety:

Doris G. Meade (SEAL)
Doris G. Meade

Agnes V. Todd (SEAL)
Agnes V. Todd

National Surety Corporation
By: Marvin I. Anderson
Marvin I. Anderson, Attorney in-fact

Bond approved this 4th day of September, 1963
Louis N. Phipps, Clerk

IN THE MATTER OF MARLON LOWMAN, SR., A PERSON ALLEGED TO BE UNDER DISABILITY	* * * * * *	NO. 15,762 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

BOOK 150 PAGE 174

* * * * * * *

PETITION FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Robert L. Lowman, Doris G. Meade and Agnes V. Todd, Trustees, by Marvin I. Anderson, their Attorney, respectfully shows:

1. That Robert L. Lowman, Doris G. Meade and Agnes V. Todd were duly appointed Trustees of the Estate of Mahlon Lowman, Sr., their father, and have duly qualified as such Trustees by filing bond.

2. That Mahlon Lowman, Sr., is the owner of a house and lot in the Second Election District of Anne Arundel County, fronting on the General's Highway near Waterbury. The house and lot is estimated to be worth $6,000.00. That the house is vacant and in a poor state of repair, and it would take a considerable amount of money to put it in rental condition. It is a part of the same property which was conveyed to the said Mahlon Lowman, Sr., and Rosie M. Lowman, his wife, (now deceased), by Miriam B. Cooke, widow, by deed dated January 15, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 25, folio 396.

3. That the Trustees are without funds for the support of Mahlon Lowman, Sr., who is now and has been for some time, confined to the House in the Pines, 16 Flusting Avenue, Catonsville, Baltimore

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12

County, Maryland, and it is necessary that the house and lot be sold to meet the reasonable and just expenses which the Trustees have incurred and will incur in the future for the support of the said Mahlon Lowman, Sr.

4. And further your petitioners believe and therefore allege that it is to the best interest of the said Mahlon Lowman, Sr., that the property be sold to prevent further depreciation of the property and to pay taxes now in arrear and other accumulated expenses.

5. That your petitioners have entered into a contract of sale of the house and lot to Robert Miller and Florence A. Miller, his wife, for the sum of $6,000.00 of which $500.00 has been paid and the balance of the purchase money is to be paid in cash upon ratification of the sale by this Honorable Court. A copy of said contract is attached herewith marked "Exhibit A" and is prayed to be taken as a part hereof.

6. That your petitioners are advised and therefore allege that the contract price is fair and reasonable and recommend the ratification of the sale by the Court.

Wherefore, your petitioners pray that a decree be passed ratifying and confirming the contract of sale.

Marvin I. Anderson, Attorney
for Robert L. Lowman, Doris M.
Meade and Agnes V. Todd, Trustee

BOOK 150 PAGE 175

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Annapolis, Md.

ORDER OF COURT

ORDERED this 10th day of September in the year Nineteen hundred and sixty-three, by the Circuit Court for Anne Arundel County, sitting in Equity, that Robert L. Lowman, Doris G. Meade and Agnes V. Todd, Trustees for Mahlon Lowman, Sr., be, and they are hereby authroized and directed to take testimony before one of the standing examiners of this Court in support of the allegations of said petition.

Judge

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14

MEMORANDUM AGREEMENT

THIS AGREEMENT, made this 4th day of September, in the year nineteen hundred and sixty-three, by and between ROBERT L. LOWMAN, DORIS G. MEADE and AGNES V. TODD, Trustees of the person and estate of Mahlon Lowman, Sr., appointed by the Circuit Court for Anne Arundel County No. 15,762, Equity, of the first part; and ROBERT MILLER and FLORENCE A. MILLER, his wife, of the second part.

WITNESSETH: That the said parties of the first part have bargained and sold to the parties of the second part, subject to the hereinafter mentioned provisions, and the latter doth hereby purchase from the former the following described property situate and lying in the Second Election District of Anne Arundel County, State of Maryland:

BEING a parcel of land, the exact deminsions thereof to be determined by a survey, fronting approximately 110 feet on the General's Highway with a depth therefrom to the rear property line of approximately 375 feet and extending from the south side of the property heretofore conveyed to Mahlon Lowman, Jr., by deed recorded among the Land Records of Anne Arundel County in Liber J. M. H. No. 552, folio 252, ~~to the center of a driveway adjacent to the property to be conveyed to Walter and Agnes Todd.~~

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, waters, ways, privileges, appurtenances and advantages to the same belonging or anywise appertaining.

AT AND FOR the price of Six Thousand ($6,000.00) Dollars, of which Five Hundred ($500.00) Dollars having been paid prior to the signing hereof and the balance to be paid as follows:

Five thousand five hundred ($5,500.00) Dollars cash at the time of settlement which shall be not more than thirty (30) days after this sale has been ratified by the Circuit Court for Anne Arundel County, as hereinafter provided.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the "Exhibit A" with petition for sale of real estate

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Exhibit A

Vendor, which shall convey the property by a good and merchantable title to the Vendees, subject only to covenants, restrictions and easements of record.

Taxes and all other assessments shall be adjusted as of the day of transfer. Cost of Federal and State Documentary stamps shall be borne equally between the parties hereto.

This contract is subject to a survey being made of the hereinabove described property at the expense of the parties of the first and second parts hereto, so that an accurate and adequate description thereof may be determined; and further, this sale shall be subject to approval and ratification by the Circuit Court for Anne Arundel County after an Order Nisi has been published on said sale.

WITNESS the hands and seals of the parties of the first and second parts hereto.

WITNESS:

Dorothy W. Biggs — Robert L. Lowman (SEAL)
Robert L. Lowman, Trustee

Dorothy W. Biggs — Doris G. Meade (SEAL)
Doris G. Meade, Trustee

Dorothy W. Biggs — Agnes V. Todd (SEAL)
Agnes V. Todd, Trustee

Robert Miller (SEAL)
Robert Miller

Dorothy W. Biggs — Florence A. Miller (SEAL)
Florence A. Miller

Examiner's Exh. #1
Matter of Marlen Lowman, Sr.
#15,762 Equity
Marlen M. Smith, Examiner

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BOOK 150 PAGE 178

16

BOOK 150 PAGE 179

IN THE MATTER OF	*	IN THE
MAHLON LOWMAN, SR.	*	CIRCUIT COURT
A PERSON ALLEGED TO BE	*	FOR
UNDER DISABILITY	*	ANNE ARUNDEL COUNTY
	*	EQUITY #15,762

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

TESTIMONY ON BEHALF OF THE COMPLAINANT

OCTOBER 11, 1963

PRESENT:

Marvin I. Anderson, Solicitor for Complainant

Malcolm B. Smith, Court Examiner and Master

Conchita D. Tuers, Court Reporter

Witnesses:

Robert L. Lowman, pages 2 - 4

Vinton T. Bull, pages 5 - 6

Eldridge Shepherd Wilkerson, pages 7 - 8

FILED

1963 OCT 22 AM 10:12

17

Robert L. Lowman, a witness of lawful age, having been duly sworn, deposes and says:

(Mr.Anderson)

1 State your name and address.

A Robert L. Lowman, 13 Silopanna Road, Annapolis, Maryland.

2 And you are the son of Mahlon Lowman, Sr.?

A Yes.

3 And how old is your father?

A 73 will be 74.

4 Where is he now?

A At the House In Pines, Catonsville, Maryland.

5 And how long has he been there?

A Approximately about 3 years.

6 And is he competent to manage his own affairs?

A No.

7 Does he own any property and, if so, where is the property?

A There is a dwelling at Rt. #178, Crownsville, Maryland.

8 As, I understand it, outside of the house and lot, which we are discussinghere, there is about an acre more of unimproved land that is not involved in the sale?

A That is right.

9 And the property he owns is a part of the property that was conveyed to him and your mother on January 15, 1920 by Miriam B. Cooke, is that correct?

A That is right.

10 Is the house occupied at the present time?

A No.

11 What kind of shape is it in?

A It ain't too bad.

12 Is it in need of repairs?

A Yes.

13 Is it vacant?

A Yes.

14 Have any taxes accumulated on the property?

A Yes, there is $105.77 due for 1962 and $170.19 due for 1963 and the property was advertised for sale this month at tax sale.

15 Does your father have any income?

A Social Security.

16 How much does that amount to?

A $68.00 a month.

17 And does he have any money to pay his keep at the Home?

A No.

18 What does that amount to?

A Approximately $60.00 a week.

19 Have you and your sisters, as Trustees of the Estate, contracted to sell the property to Robert Miller and wife?

A Yes.

20 And is this the contract?

A Yes.

21 And the contract calls for a price of $6,000?

A That is right.

22 In your opinion, is the price fair and reasonable?

A I think so.

23 Is it, in your opinion, that is would be advantageous to your father's estate to sell the property?

A Yes, I think he should sell it to take care of his medical care.

24 And keep at the Home?

A Yes.

Anderson: I offer into evidence the contract.

(CONTRACT FILED AS EXAMINER'S EXHIBIT #1)

(DEED FILED AS EXAMINER'S EXHIBIT #2)

25 I show you a Plat made by James D. Hicks dated September 13, 1963 and ask you does that show the description of the lot and the house location?

A This is the house here (indicating on the plat). That is right.

26 And that is the property that you -- that lot designated on there

19

as .9682 acres is the property that you have agreed to sell to Mr. Miller?

A That is right. That is between Marlon, Jr. and Todd.

(PLAT FILED AS EXAMINER'S EXHIBIT #3)

QUESTION BY THE EXAMINER:

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

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

Answer.....no.....

Signature.Robert L. Lowman

21

20

Vinton T. Bull, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Anderson)

1 State your name and address.

A Vinton T. Bull, Edgewater, Maryland.

2 What is your occupation, Mr. Bull?

A Supervisor of Assessments.

3 How long have you been Supervisor of Assessments?

A 1957.

4 And are you familiar with the property of Mahlon Lowman described in the contract mentioned in this case?

A Yes sir.

5 When did you last see it?

A Day before yesterday.

6 And who was with you at the time?

A Mr. Wilkerson.

7 And did you make an appraisal of the property shown on the Plat marked as Exhibit #3?

A That is correct.

8 And what, in your opinion, is the fair market value of that property?

A Well, we feel that around $6,000 market value is reasonable on it. We inspected the house thoroughly and it at one time was a nice bungalow. It is a story and a half bungalow frame. It has afull basement with only a part of it being concrete. That part is taking care of the heating plant. It has a hot air heat, sheetrock interior and pine flooring. But due to the previous rentals they had, the property isbadly damaged. The interior sheetrock is bad in spots, which calls for replacements and the heating plant, itself, doesn't appear to be in top shop. The exterior roof is in bad shape and summing up the conditions of which would have to be improved inorder to possibly continue to rent

22

at a reasonable rental, I would think that a person would have to spend in the neighborhood of $4,000 or more on the property and that would be basing it under normal contract to make it or even put it in a market that would be, perhaps, in keeping with its value if it were in good shape. At this time, I feel around $6,000 is a fair market value based on conditions.

9 Considering the fact that Mr. Lowman, the owner, is mentally incompetent and is confined to a home, in your opinion, do you feel that it is adviseable to sell the property for $6,000?

A Well, of course, I don't know their financial condition, but I would say in order to put the property in good shape, I am confident that under normal contracts that it would take in the neighborhood of $4,000 to do that. So, in order, for them to carry on if they don't have the money to do it, this would be the only reasonable thing, that I would think, to do.

QUESTION BY THE EXAMINER:

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

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

Answer No

Signature Vinton F. Bull

Eldridge Shepherd Wilkerson, a witness of lawful age, having been duly sworn, deposes and says:

(MR. ANDERSON)

1 State your full name and address.

A Eldridge Shepherd Wilkerson.

2 And your address?

A Tracy's Landing, Maryland.

3 Do you appraise the property under discussion here along with Mr. Bull?

A I did.

4 That was a couple of days ago, I understand.

A Day before yesterday, I think.

5 And did you come to a conclusion as to what is the fair market value of the property at this time?

A Yes, I did. Along with Mr. Bull we went over the property, which is located on General's Highway near the intersection of Sunrise Beach Road. It is approximately .9 of an acre about 105 foot facing on General's Highway. It is improved by a one and a half story frame bungalow 28 x 34 with open porch on the front, 8 x34 rear porch. 8 x 22 feet of it is open and 8 x 12 section is closed. Has a composition roof, wide siding, rock foundation, full cellar, concrete flooring under the furnance only. The rest of the basement is dirt floor. Has a hot air heating system. Sheetrock wall interior, pine flooring. Five rooms and bath on the first floor and three rooms on the second floor. The dwelling is in a pretty deplorable condition due to -- or due not only from age there has been considerable destruction to the interior finish of the building. Sheetrock has to be replaced in some sections. All walls and floor and all woodwork needs refinishing. The water system and septic system needs replacing. Under average maintenance, a dwelling of this type and size located on this lot should

35

be worth approximately ten to ten five. However, it would cost an estimated cost of $4,000 to $4500 to bring the property in line as to the value of an average house of this type. Therefore, it is my opinion that $6,000 is a fair price of the property in its present condition based on today's fair market prices.

6 And considering the fact that the owner is incompetent and has no funds with which to pay his medical expenses and keep, do you feel that it would be to the advantage of the estate to sell the property for $6,000?

A Well, certainly if they need the money for that purpose, I think it would be certain to the best advantage of all.

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 Eldridge S. Wilkinson.....

27

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 21st day of October, 1963

Malcolm B. Smith (SEAL)
Examiner

M. S. $28.00
E. T. $10.00

28

JAMES D. HICKS
County Surveyor
Registered Surveyor
Court House, Franklin Street Entrance
Annapolis, Maryland
PHONE 263-5050
NIGHT CALLS
892-3411
267-7333

Area: 0.9682 of an acre more or less

DEED DESCRIPTION

September 13, 1963

Beginning for the same at an iron pipe on the southwesternmost side of the General's Highway (Maryland Route 178) 40 ft. wide; said point of beginning being located 152.14 ft. measured northwesterly along the southwesternmost side of said General's Highway from a point which marks the end of the 3rd or 331.33 ft. line described in that conveyance from Mahlon Lowman and Rosa M. Lowman, his wife to Ernest G. Williams and Margaret C. Williams, his wife by deed dated May 3, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 679, folio 356. Thence from the point of beginning so fixed leaving said General's Highway and running for a line of division as now established, South 49 degrees 03 minutes 00 seconds West 374.95 ft. to a pipe which intersects the 1st line of the 62.18 acre parcel described in that conveyance from Rosa E. Baldwin, et. al. to Jane Baldwin Cotton by deed dated August 1903 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 35, folio 278; thence binding on part of said 1st line, with meridian corrected, North 57 degrees 01 minutes 30 seconds West 112.39 ft. to a pipe; thence leaving said 1st line and binding on the common boundary line between the property of the herein named Grantor and the property of Mahlon Lowman, Jr. and wife, North 49 degrees 03 minutes 00 seconds East 406.07 ft. to a pipe which intersects the aforementioned southwesternmost side of said General's Highway; thence leaving said last mentioned common boundary line and binding on the southwesternmost side of said Highway, South 40 degrees 57 minutes 00 seconds East 108.00 ft. to the point of beginning.

Containing 0.9682 of an acre of land, more or less, within the bounds of this description according to a survey and plat made by James D. Hicks, County

29

Surveyor, dated September 13, 1963. BOOK 150 PAGE 189

Being a part of that conveyance from Miriam B. Cooke, widow to Mahlon Lowman and Rosie M. Lowman, his wife by deed dated January 15, 1920 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 25, folio 396.

Examiner's Eff. #4
Matter of Mahlon Lowman, Et.
#15,762 Equity
Malcolm Smith, Examiner

FILED
1963 OCT 22 AM 10:13

30

This Deed made this fifteenth day of January in the year Nineteen hundred and twenty by and between Miriam B. Cooke, widow, of the first part and Mahlon Bowman and Rosie M. Bowman, his wife, of the second part, all of Anne Arundel County, in the State of Maryland, Witnesseth:

That for and in consideration of the sum of Ten dollars current money, in hand paid by the said parties of the first part to the said party of the second part at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good and valuable considerations her thereunto moving, the said Miriam B. Cooke has bargained and sold and by these presents does grant and convey unto the said Mahlon Bowman and Rosie M. Bowman, his wife, as tenants by entireties their heirs and assigns in fee simple; All that tract of land situate, lying and being in the Second Election District of Anne Arundel County aforesaid, containing Sixty two and eighteen hundredths (62.18) acres, more or less, and being the same property firstly described in a deed from William H. Baldwin et al to the said Miriam B. Cooke dated on the thirtieth day of July in the year Nineteen hundred and four and recorded among the Land Records of Anne Arundel County in Liber G.W.No. 37 folio 415 and designated on the plat recorded with said deed as " Lot A" saving and excepting so much thereof as was conveyed by the said Miriam B. Cooke to James W. Robinson, Trustee, by deed dated on the eighteenth day of April in the year Nineteen hundred and five and recorded among the said Land Records in Liber G.W.No. 46 folio 169, and from the said Miriam B. Cooke to Margaret Ann Wheeler by deed dated on the twenty first day of July in the year Nineteen hundred and six and recorded among the said Land Records in Liber G.W.No. 51 folio 208.

Together with the buildings and improvements thereupon erected made or being and all and every the rights,

31

roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

To Have and To Hold the above described property with its appurtenances unto and to the proper use and benefit of them the said Mahlon Lowman and Rosie M. Lowman, his wife, as tenants by entireties their heirs and assigns in fee simple.

And the said party of the first part covenants that she will warrant specially the title to the property hereby conveyed and will execute such other and further assurances thereof as may be requisite.

Witness the hand and seal of the above named grantor on the day and in the year first above written.

Test. Miriam Baldwin Cooke (SEAL)

Myrtle Sturm

State of Maryland, Anne Arundel County Sct:

I hereby certify that on this fifteenth day of January in the year nineteen hundred and twenty before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Miriam B. Cooke and acknowledged the aforegoing deed to be her act and deed.

Witness my hand and seal Notarial,

Myrtle Sturm
Notary Public.

FILED
1963 OCT 22 AM 10:13

Examined Exh. #2
Matter of Mahlon Lowman, Sr.
#15,762 Equity
Malcolm Smith, Examiner

32

BOOK 150 PAGE 192

DEED

Miriam B. Cooke

to

Mahlon Lowman
and
Rosie M. Lowman,
his wife,

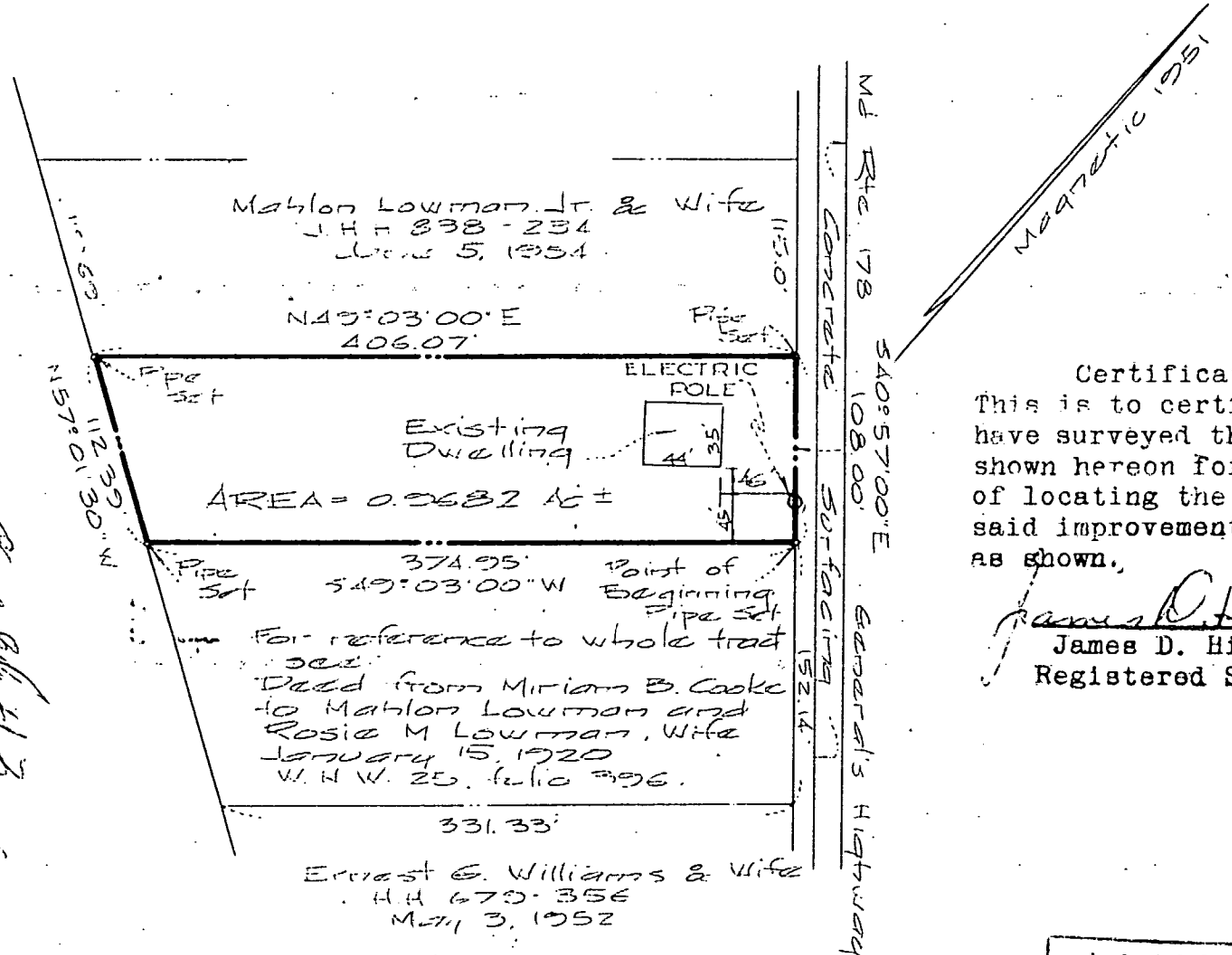
Lot of ground in the Second Election District, Anne Arundel County, Maryland.

Received for Record 15 day of Jany 1920, at 1 o'clock P.M. and same day recorded in Liber [illegible] No. 25 Fol. 376 [illegible] Records of Anne Arundel [illegible]

[illegible]

$1.75 fd

File 224 & 1735



Certification
This is to certify that I have surveyed the property shown hereon for the purpose of locating the improvements said improvements being located as shown.

James D. Hicks
James D. Hicks
Registered Surveyor

BOOK 150 PAGE 193

JAMES D. HICKS
REGISTERED SURVEYOR
COUNTY SURVEYOR, A. A. CO.

SURVEYED FOR: R. Tilghman Brice, Attorney	
LOCATION: 2nd Election Dist General's Highway	
DRAWN BY: RAH	SCALE: 1" = 100'
TRACED BY: RAH	DATE: 9-13-63

ADDRESS: COURT HOUSE
ANNAPOLIS, MD.

• Indicates Pipe Set.

FILED
1963 OCT 22 AM 10:12

IN THE MATTER OF MAHLON LOWMAN, SR., A PERSON ALLEGED TO BE UNDER DISABILITY	+	IN THE CIRCUIT COURT FOR
	+	ANNE ARUNDEL COUNTY
	+	NO. 15,762 EQUITY

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

REPORT OF EXAMINER AND MASTER

A petition has been filed by the Trustees of the above named incompetent for the sale of certain real estate owned by him located in the Second Election District of Anne Arundel County.

Ownership of the property by the incompetent is satisfactorily proven, and from the evidence presented, it appears that the property is not income producing, is in a poor state of repair, is a burdensome expense to the estate, and that it would be advantageous to the incompetent that the property be sold and the proceeds applied for his maintenance and support under the direction of this Court. A contract is proven for the sale of the property to ROBERT MILLER and FLORENCE A. MILLER, his wife, for the sum of SIX THOUSAND DOLLARS ($6,000.00), which amount appears from the testimony to be fair and adequate.

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 $28.00.

MALCOLM B. SMITH
EXAMINER AND MASTER

FILED

1963 OCT 22 AM 10:12

34

BOOK 150 PAGE 195

IN THE MATTER OF	*	No. 15,762 EQUITY
MAHLON LOWMAN, SR.,	*	IN THE
A PERSON ALLEGED TO BE	*	CIRCUIT COURT
UNDER DISABILITY	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * *

SUBMISSION FOR DECREE

We hereby submit for an immediate ratification and decree the sale of the property by Robert L. Lowman, Doris G. Meade and Agnes V. Todd, Trustees of Mahlon Lowman, Sr., to Robert Miller and Florence A. Miller, his wife.

Marvin I. Anderson, Attorney
for Robert L. Lowman, Doris G.
Meade and Agnes V. Todd, Trustees

R. Tilghman Brice, Attorney
for Robert Miller and Florence
A. Millers, purchasers

FILED

1963 OCT 22 AM 10:12

35

BOOK 150 PAGE 196

IN THE MATTER OF	*	NO. 15,762 EQUITY
MAHLON LOWMAN, SR.,	*	IN THE
A PERSON ALLEGED TO BE	*	CIRCUIT COURT
UNDER DISABILITY	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * *

DECREE

This cause standing ready for hearing, and it appearing from the testimony of competent and discreet persons that the price offered for the real estate mentioned and described in the petition is fair and reasonable, and that it is not only necessary to sell the property to obtain funds for the support of the incompetent, but to his interest and advantage that the property be sold, it is, therefore, ADJUDGED, ORDERED AND DECREED this 23rd day of October, 1963, by the Circuit Court for Anne Arundel County, sitting in Equity, that Robert L. Lowman, Doris G. Meade and Agnes V. Todd, Trustees of the estate of Mahlon Lowman, SR., a person alleged to be under disability, be and they are hereby authorized to sell the property described in these proceedings owned by Mahlon Lowman, Sr., and mentioned and described in the contract of sale and purchase made by and between the said Robert L. Lowman, Doris G. Meade and Agnes V. Todd, Trustees and Robert Miller and Florence A. Miller, his wife, and filed in these proceedings; and that said contract of sale and purchase be and same is hereby ratified, confirmed and approved; and that the said Robert L. Lowman, Doris G. Meade and Agnes V. Todd, Trustees as aforesaid, upon payment of the purchase price mentioned in said contract, but not before, shall convey to Robert Miller and

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

Florence A. Miller, his wife, all of the right, title, interest and estate of Maholn Lowman, Sr., incompetent, in and to the aforesaid property in accordance with the terms and conditions of said contract of sale and purchase, and as described on the plat and description filed herein.

And it is further ADJUDGED, ORDERED AND DECREED that after receiving the purchase price, the said Trustees, after payment of any expense in connection with the sale, shall bring into Court the money arising from said sale, to be administered under the direction of this Court, after deducting the costs and such commissions and attorney's fees as this Court shall think proper to allow.

JUDGE

FILED

1983 OCT 23 PM 12:34

37

BOOK 150 PAGE 198

IN THE MATTER OF	*	NO. 15,762 EQUITY
MAHLON LOWMAN, SR.,	*	IN THE
A PERSON ALLEGED TO BE	*	CIRCUIT COURT
UNDER DISABILITY	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * *

TRUSTEES' REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Robert L. Lowman, Doris G. Meade and Agnes V. Todd, Trustees, duly authorized by Decree of this Court dated the 23rd day of October ,1963, in these proceedings to convey the property set forth in the contract of sale filed herein to Robert Miller and Florence A. Miller, his wife, the purchasers, respectfully shows unto your Honors:

1. That on the 15th day of November 1963, the said Robert L. Lowman, Doris G. Meade and Agnes V. Todd, Trustees, duly executed and delivered to the said Robert Miller and Florence A. Miller, his wife, a deed conveying to them, the purchasers, the property in these proceedings mentioned and described in the Agreement of Sale and Purchase filed in these proceedings, free, clear and discharged from all claims of the said Mahlon Lowman Sr., hereto, and those claiming by, from or under him in accordance with the terms of said Agreement of Sale and Purchase, as directed by this Court's Decree; the said Robert L. Lowman, Doris G. Meade and Agnes V. Todd, Trustees, having received the net amount of $5,661.44 being the full amount due the said Mahlon Lowman, Sr., after the adjustment of taxes and documentary stamps, all as shown by the attached statement which is made a part of this Report of Sale.

And as in duty etc.,

Marvin I. Anderson, Solicitor
for Trustees

FILED
1963 NOV 20 AM 10:15

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 20th day of November 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 Marvin I. Anderson, Solicitor for Robert L. Lowman, Doris G. Meade and Agnes V. Todd, Trustees, 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.

Witness my hand and seal Notarial,

Myrtle Sturm Notary Public

BOOK 150 PAGE 200

In the Case of

IN THE MATTER OF MAHLON LOWMAN, SR., a person alleged to be under disability

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,762 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 26 PM 3:43 FILED

All of which is respectfully submitted.

November 26, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 12th 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.

Louis N. Phipps

Clerk

Per: A. Jankowski, deputy

FILED

1963 DEC 12 PM 4:29

Dr. IN THE MATTER OF MAHLON LOWMAN, SR., a person alleged to be under disability

In Acct. with ROBERT L. LOWMAN, DORIS G. MEADE and AGNES V. TODD, Trustees

Cr.

1963						
Nov.	15	Proceeds of Sale	6,000	00	6,000	00
					6,000	00
		To Trustees for Commissions, viz:	waived			
		To Trustees for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court costs	66	00		
		Edward G. Muellen - sheriffs costs	4	30		
		Malcolm B. Smith - master's fee	28	00		
		Conchita Tuers - stenographer's fee	10	00		
		Auditor - stating this account	25	00	143	30
		To Trustees for expenses, viz:				
		One-half cost documentary stamps	9	90		
		One-half cost survey	40	00		
		1962 State & County taxes	116	63		
		1963 State & County taxes and interest adjusted - 1/1/63 to 11/15/63 (177.48)	156	43		
		Cost advertising (tax sale)	15	60		
		Anderson & Anderson - attorney's fee	150	00		
		Dr. Wilmer K. Gallager - services	10	00		
		National Surety Corp. - bond premium	40	00		
		Vinton T. Bull and Eldridge S. Wilkerson appraiser's fee	20	00		
		House in the Pines - care of incompetent	233	02		
		Myrtle Sturm - notary fee		50	792	08
		This balance to Trustees subject to further accounting	5,064	62	5,064	62
					6,000	00

GEORGE B. WOELFEL : No. 12,522 Equity
9 School St.,
Annapolis, Md. :

vs.

CARROLL H. HYNSON and :
ADDELL M. HYNSON, his wife,
121 Clay St., :
Annapolis, Md.

:

JOHN M. THOMAS and
HALLIE Q. THOMAS, his wife, :
Shadyside, Md.

:

ELMER E. GELHAUS and
MINNIE GELHAUS, his wife, :
110 Academy St.,
Annapolis, Md. :

EUGENE E. GELHAUS and :
ALICE GELHAUS, his wife,
425 Rosecroft Terrace, :
Baltimore, Md.

:

FREDERICK L. J. GELHAUS,
801 West St., :
Annapolis, Md.

:

ALBERT E. HOUSLEY and
LOUISE G. HOUSLEY, his wife, :
120 Academy St.,
Annapolis, Md. :

SAMUEL JONES and :
GLORIA G. JONES, his wife,
Box 34, Dare's Beach, :
Prince Frederick,
Calvert County, Md. :

ODEN F. PUMPHREY and :
MARIE PUMPHREY, his wife,
203 Huron Drive, :
Catonsville,
Baltimore County, Md. :

KENT WORTHINGTON and :
ELIZABETH M. G. WORTHINGTON,
his wife, :
121 Archwood Ave.,
Annapolis, Md. :

EDWARD LICHTENBERGER and :
THELMA JUNE LICHTENBERGER,
his wife, :
Ocatillo Rd.,
Phoenix, :
Maricopa County, Arizona

In the

Circuit Court

for

Anne Arundel County

FILED

1958 FEB -3 PM 3:02

BILL OF COMPLAINT TO QUIET AND REMOVE CLOUD FROM COMPLAINANT'S TITLE TO CERTAIN REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orator, George B. Woelfel, by his solicitors, Thomas J. Curley, and George B. Woelfel, Jr., pursuant to the authority of Section 131A of Article 16 of the Annotated Code of Maryland, 1957 Cumulative Supplement, humbly complaining, says:

(1)

That by deed dated April 24, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1080, folio 110, as per the original of said deed which is filed herewith as Plaintiff's Exhibit No. 1 and prayed to be taken as part and parcel hereof, one Andrew Gray, divorced, conveyed unto your orator, George B. Woelfel, a certain parcel of land lying, being and situate on the south side of Spa Road in the City of Annapolis and more particularly described as follows:

> BEGINNING for the same at a point where the south line of Spa Road touches the west line of Sanford Street; thence with the southernmost side of Spa Road, North 38 degrees 46' East, 63.66 feet to a point; thence leaving said side of said road and with a fence line, South 39 degrees 12'40" East, 139.13 feet to a fence corner; thence North 55 degrees 29'10" East, 51.32 feet to a fence corner; thence South 37 degrees 07'10" East, 119.13 feet to a fence corner; thence South 51 degrees 37'20" West, 110.76 feet to a fence corner; thence North 38 degrees 54'50" West, 251.54 feet to the place of beginning.

(2)

That filed herewith as Plaintiff's Exhibit No. 2 and prayed to be taken as part and parcel hereof is a plat depicting the possession survey of the property referred to in paragraph no. 1, supra, showing the same to have an area of 0.41 acre, according to survey made in December, 1955, by T. T. Pantaleo, Registered Surveyor.

(3)

That within the confines of the 0.41 acre parcel hereinbefore referred to and as shown on said possession survey plat lies the original lot of land acquired by Andrew Gray from James Revell and Agnes, his wife, by deed of exchange dated November 26, 1905, and recorded among the said Land Records in Liber GW No. 46, folio 391, a certified copy of said deed being filed herewith as Plaintiff's Exhibit No. 3 and prayed to be taken as part and parcel hereof.

(4)

That even though the said Andrew Gray had fee simple title by grant only to that lot acquired from James Revell and wife as aforesaid, he had, nevertheless, actually enclosed all of the land shown in said possession sur-

vey and had used the same openly, notoriously, exclusively, hostilely and adversely for a period in excess of twenty (20) years as his own prior to the date of said Andrew Gray's deed to your orator, to wit: April 24, 1956; that, therefore, said Andrew Gray had acquired fee simple title to all of the land in excess of his granted boundaries by adverse possession.

(5)

That the record title to that portion of the entire 0.41 acre parcel which was acquired by the said Andrew Gray be adverse possession is vested in Carroll H. Hynson and Addell, his wife, John M. Thomas and Hallie Q., his wife, Elmer E. Gelhaus, and Minnie, his wife, Eugene E. Gelhaus and Alice, his wife, Frederick L. J. Gelhaus, Albert E. Housley and Louise G., his wife, Samuel Jones and Gloria G., his wife, Oden F. Pumphrey and Marie, his wife, Kent Worthington and Elizabeth M. G., his wife, Edward Lichtenberger and Thelma June, his wife.

TO THE END, THEREFORE:

(1) That this Honorable Court, under the authority of Section 131A of Article 16 of the Annotated Code of Maryland, 1957 Cumulative Supplement, may decree that your orator has a good and merchantable fee simple title in and to, absolute ownership and exclusive right of disposition of the land and premises in this suit involved.

(2) That this Honorable Court may issue its injunction against the assertion by any and all of the parties named as respondents of their said claims by any action at law or otherwise.

(3) That your orator may have such other and further relief as his case may require.

And as in duty bound, etc.

Thomas J. Curley

Thomas J. Curley

George B. Woelfel, Jr.

George B. Woelfel, Jr.,
Solicitors for Complainant,
9-11 School St.,
Annapolis, Md.
CO1. 3-2282

3

BOOK 150 PAGE 205

LIBER 1080 PAGE 110

No. 12,522 Equity

THIS DEED made this 24th day of April 1956 by and between Andrew Gray, divorced, hereinafter called party of the First Part and George B. Woelfel, hereinafter called party of the Second Part, WITNESSETH:

THAT for and in consideration of the sum of Ten ($10) Dollars and other good and valauble considerations, the said party of the First Part does hereby grant and convey unto said party of the Second Part, his heirs and assigns in fee-simple, all that lot or parcel of ground, lying , being and situate in the city of Annapolis on the south side of Spa Road and more particularly described as follows:

BEGINNING for the same at a point where the south line of Spa Road touches the west line of Sanford Street, thence with the southermost side of Spa Road North 38° 46' East 63.66 feet to a point, thence leaving said side of said road and with a fence line South 39° 12' 40'' East 139.13 feet to a fence corner; thence North 55° 29' 10" East 51.32 feet to a fence corner; thence South 37°07' 10" 119.13 feet to a fence corner: thence South 51° 37' 20" West 110.76 feet to a fence corner; thence North 38° 54' 50" West 251.54 feet to the place of beginning.

Being the same Lot of ground convey unto said Grantor herein by James Revell and Agnes Revell, his wife, by deed dated the 26th day of November 1905 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 46 folio 391 and also the lands held by the said Grantor adversely for a period of more than twenty years.

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

TO HAVE and TO HOLD the above described property to and unto the proper use and benefit of the said George B. Woelfel, his heirs and assigns in fee-simple forever.

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BOOK 150 PAGE 206
LIBER 1080 PAGE 111

And the said party of the First Part does hereby covenant that he will warrant specially the title to the property hereby intended to be conveyed and that he will execute such other and further assurances thereof as may be requisite.

WITNESS THE HAND AND SEAL OF THE SAID GRANTOR.

Witness: P. Gray — Andrew X his Gray mark (SEAL)
P. GRAY — Andrew Gray

WITNESS:
Dolly Gray
DOLLY GRAY

District of Columbia, City of Washington to wit:

I hereby certify that upon this 24th day of April 1956 before me, the subscriber, a Notary Public of the District of Columbia, in and for the City of Washington aforesaid, personally appeared Andrew Gray and acknowledged the aforegoing deed to be his act.

WITNESS MY HAND AND SEAL NOTARIAL.

Horace D. Pach
Notary Public.
My Commission Expires June 30, 1959
Horace D. Pach

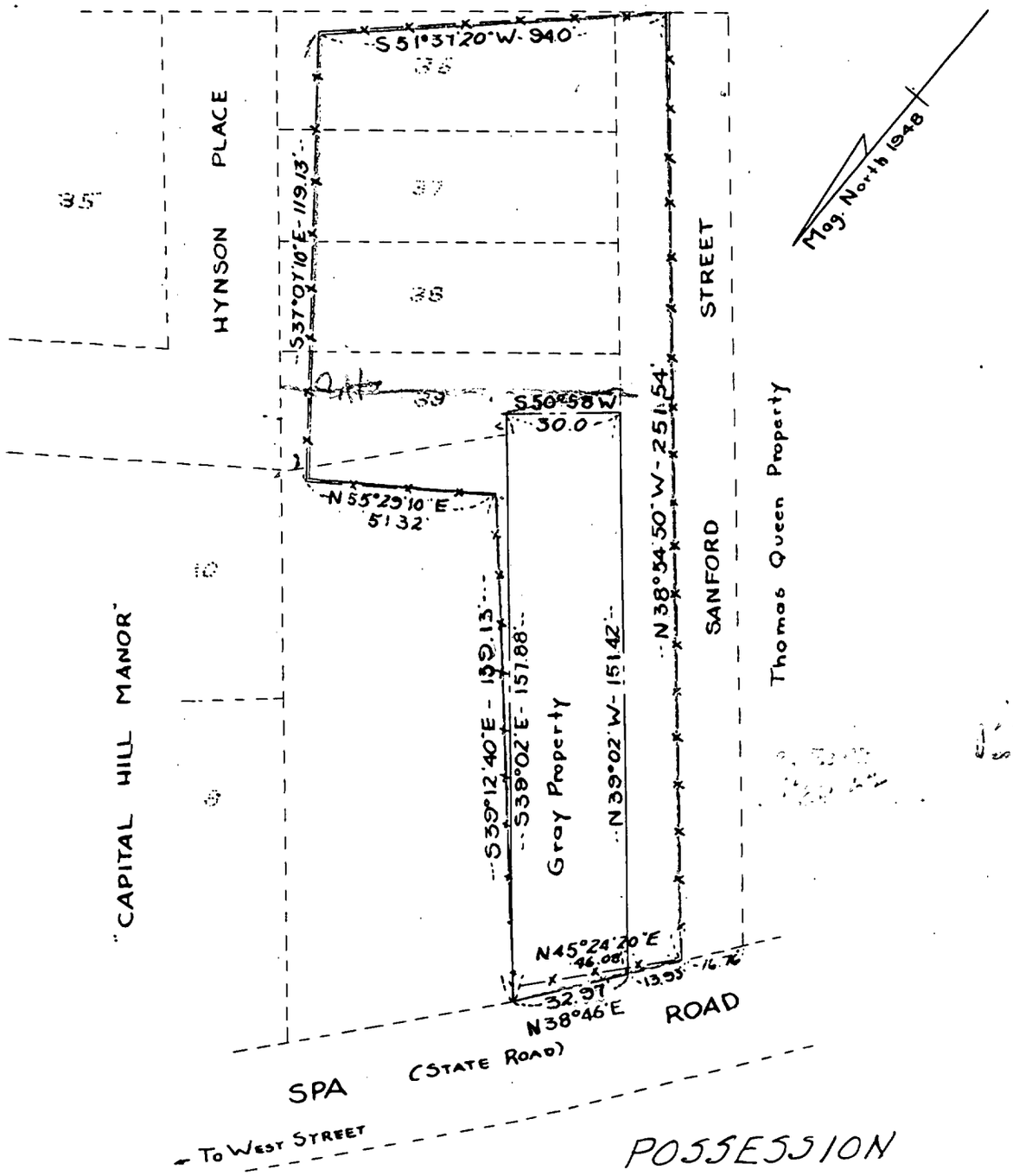
HORACE D. PACH NOTARY PUBLIC DISTRICT OF COLUMBIA

Rec'd for record Nov. 19 1956 at 10.55 A.M.
Mailed to George B. Woelfel

PLAINTIFF'S EX NO 1

5

BOOK 150 PAGE 207 Annapolis High School Property No. 12,522



POSSESSION

SURVEY
OF
GRAY PROPERTY

SPA ROAD ANNAPOLIS, MD.
DISTRICT 6 A. A. COUNTY
SCALE 1" = 40' DEC. 1955

-x-x-x- Denotes Possession By Fence Line By Gray Area = 0.41 ac.t

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Plaintiff's Ex. No. 2

Registered Land Surveyor

 No. 12,522 Equity

This Deed made this 26th. day of November in the year nineteen hundred and five by and between Andrew Gray and Sarah Gray his wife, of the first part, and James Revell and Agnes Revell, his wife, of the second part all of Anne Arundel County, Maryland, Witnesseth:

Whereas heretofore, on the 6th. day of September, 1904, by deed of that date, duly recorded among the Land Records of the County aforesaid in Liber G.W. No. 38, at folio 46, a certain Frederick L. J. Gellhaus and wife conveyed unto Andrew Gray a certain lot of ground fronting 15 feet with a depth of 150 feet at the intersection of Sanford Street and Spa Branch road in the Second District of Anne Arundel County, and by a deed of the same date, duly recorded among said Land Records in Liber G. W. No. 38, at folio 203 conveyed unto James Revell aforesaid a lot adjoining on the east of that conveyed to Gray as aforesaid : and

Whereas through an error as to the outlines of the aforesaid lots the said Gray hath built a dwelling upon the said Revell's lot, and the said Revell hath built upon the said Gray's lot, and the said parties being desirious by these presents to rectify said error by conveying unto the other the properties improved as aforesaid.

Now This Deed Witnesseth that in consideration of the premises and of the sum of One Dollar by the parties of the second part paid they the said Andrew Gray and Sarah Gray, his wife, do hereby convey unto the said James Revell all that lot or part of a lot of ground lying and situate in the Second Election District of Anne Arundel County upon the public road leading toward South River Ferry, known as the Spa Branch Road near the outskirts of Annapolis, and more particularly described as follows:

Beginning for the same at a point upon Sanford Street as laid out upon a plat made by E. Lacy Chimo, surveyor, of the "Greenfield Estate" of John R. and R. R. Magruder, at a point on said street distant in a South easterly direction one hundred and fifty feet from the South-easterly intersection of said street and the public road aforesaid, and

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— Plaintiff's Exh. No. 3

running thence in a north-westerly direction with the east line of Sanford Street for the distance of one hundred and fifty feet to its said intersection with the public road aforesaid: thence in a north easterly-direction and with the line of said public road for the distance of fifteen feet to a point, which point is the starting point of the lot hereby conveyed to James Revell, colored; thence running in a south-easterly direction and in a line parallel to Sanford Street and with the division line between the lot hereby conveyed and that of James Revell aforesaid for the distance of one hundred and fifty feet to a point: thence in a south-westerly direction and with a line at right angles to the line of Sanford Street aforesaid the distance of fifteen feet to the point of beginning: containg twenty-five hundred square feet more or less.

Together with all the buildings and improvements thereon made and being and all the rights, ways, waters, privileges, and appurtenances thereto belonging or appertaining.

To Have and To Hold the aforesaid parcel of ground to and unto the said James Revell and Agnes Revell, his wife, their heirs and assigns forever.

And the said James Revell and Agnes Revell, his wife in consideration of the premises and of one dollar paid them, do hereby grant and convey unto Andrew Gray aforesaid, all that lot of ground lying and situate in the Second Election District of Anne Arundel County upon the public road leading toward South River Ferry, known as the Spa Branch Road, near the out skirts of Annapolis, and more particularly described as follows:

Beginning for the same at a point on the Spa Branch Road aforesaid distant fifteen feet, in a north-easterly direction from the south east corner or intersection of Sanford Street and said road and running thence in a south-easterly direction and in a line parallel to Sanford Street for the distance of one hundred and fifty feet to a point: thence in a north-easterly direction and at right angles to a line of Sanford Street aforesaid for the distance of fifteen feet to a point: thence in a north-westerly direction and in a line parallel to Sanford Street for the

distance of one hundred and fifty-feet to the south-east line of the public road aforesaid: thence with said line of said road in a south-westerly direction for the distance of fifteen feet to the point of beginning, and the north-east line of Andrew Gray's lot hereby conveyed: Containing twenty-five hundred square feet of land more or less.

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

To Have and To Hold the aforesaid parcel of ground to and unto the said, Andrew Gray and Sarah Gray, his wife, their heirs and assigns forever.

And the parties hereto of the first and second parts do hereby covenant with each other that they will respectively specially warrant the properties hereby conveyed and will execute such other and further assurances of title as may be requisite or demanded.

As Witness their hands and seals the day and year first above mentioned.

Witness:

Winson G. Gott

Andrew Gray (Seal)

Sarah Gray (Seal)

James Revell (Seal)

Agnes her (x) mark Revell (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 3rd. day of January, 1906, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Andrew Gray and Sarah Gray his wife and James Revell, and Agnes Revell, his wife, and did each acknowledge the foregoing deed to be their respective act.

Witness my hand and seal Notarial.

(Notary Seal) Winson G. Gott
Notary Public

Recorded 5' Jany 1906

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber G.W. No. 46, folio 391, 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 24th. day of January, 1958, A.D.

George T. Cromwell, Clerk

George T. Cromwell, Clerk

GEORGE B. WOELFEL : No. 12,522 Equity

vs. : In the Circuit Court for

CARROLL H. HYNSON et al. : Anne Arundel County

: :

ORDER OF PUBLICATION

The object of this Bill is to procure a Decree that George B. Woelfel has a good and merchantable title in fee simple in and to, absolute ownership and exclusive right of disposition of the land a and premises in this suit involved, and to obtain an injunction against the assertion by any and all of the parties named as respondents of their said claims by any action at law or otherwise.

The Bill recites that by deed dated April 24, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1080, folio 110, one Andrew Gray, divorced, conveyed unto George B. Woelfel a certain parcel of land lying, being and situate on the south side of Spa Road in the City of Annapolis and more particularly described as follows:

> Beginning for the same at a point where the south line of Spa Road touches the west line of Sanford Street; thence with the southernmost side of Spa Road, North 38°46' East, 63.66 feet to a point; thence leaving said side of said road and with a fence line, South 39°12'40" East, 139.13 feet to a fence line corner; thence North 55°29'10" East, 51.32 feet to a fence corner; thence South 37°07'10" East, 119.13 feet to a fence corner; thence South 51°37'20" West, 110.76 feet to a fence corner; thence North 38°54'50" West, 251.54 feet to the place of beginning.

that filed with the Bill is a plat depicting the possession survey of the said property showing the same to have an area of 0.41 acre, according to survey made in December, 1955, by T.T. Pantaleo, Registered Surveyor; that within the confines of the 0.41 acre parcel as shown on said possession survey plat lies the original lot of land acquired by Andrew Gray from James Revell and Agnes, his wife, by deed of exchange dated November 26, 1905, and recorded among the Land Records in Liber GW No. 46, folio 391; that even though the said Andrew Gray had fee simple title by grant only to that lot acquired from James Revell and wife as aforesaid, he had, nevertheless, actually enclosed all of the land shown in said possession survey and had used the same openly, notoriously, exclusively, hostilely and adversely for a period in excess of twenty (20) years as his own prior to the date of said Andrew Gray's deed to your orator, George B. Woelfel, to wit: April 24, 1956; that, therefore, said Andrew Gray had acquired fee simple title to all of the land in excess of his granted boundaries by adverse possession; that the record title to that portion of the entire 0.41 acre parcel which was acquired by the said Andrew Gray by adverse possession is vested in Carroll H. Hynson and Addell, his wife, John M. Thomas and Hallie O., his wife, Elmer E. Gelhaus and Minnie, his wife, Eugene E. Gelhaus and Alice, his wife, Frederick L. J. Gelhaus, Albert E. Housley and Louise G., his wife, Samuel Jones and Gloria G., his wife, Oden F. Pumphrey and Marie, his wife, Kent Worthington and Elizabeth M.G., his wife, Edward

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Lichtenberger and Thelma June, his wife.

It is thereupon this 4th day of February, 1958, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that the complainant, George B. Woelfel, by causing a copy of this Order to be inserted in some newspaper printed and published in Anne Arundel County once in each of four successive weeks before the 10 day of March, 1958, give notice to the said absent respondents, Edward Lichtenberger and Thelma June Lichtenberger, his wife, of the object and substance of the Bill and warn them to be and appear in this Court on the 10 day of April, 1958, to show cause, if any they have, why a decree should not be passed as therein prayed; provided, however, that another mode of service may be that a copy of this Order may be personally served on each respondent one month before the day fixed for their said appearance, which day herein fixed for their said appearance is the 10 day of April, 1958.

George T. Romsey
Clerk

8

BOOK 150 PAGE 214

GEORGE B. WOELFEL	:	NO. 12,522 EQUITY
VS.	:	IN THE CIRCUIT COURT FOR
JOHN M. THOMAS, et al.	:	ANNE ARUNDEL COUNTY

: : : : : : :

DEMURRER TO BILL OF COMPLAINT

John M. Thomas and Hallie Q. Thomas, his wife, two of the defendants in the above-entitled case, demur to the whole of the bill of complaint in this cause against them exhibited and assign the following grounds for said demurrer:

FIRST: That said bill of complaint is bad in substance and insufficient in equity.

SECOND: That said bill of complaint fails to state a cause of action cognizable in equity.

THIRD: That said bill of complaint fails to state such facts as would entitle a court of equity to grant the relief prayed therein against these defendants.

FOURTH: That the relief prayed in said bill of complaint may be granted only to persons who are in actual, peaceable possession of lands or, when said lands are vacant and unoccupied, in constructive and peaceable possession of the same; and said bill of complaint fails to allege that the plaintiff, is, or was at the time of the filing thereof, in possession, either actual or constructive, of the lands described therein, wherefore, it fails to allege such facts as would entitle the plaintiff to the relief sought.

FIFTH: And for such other and further reasons to be assigned

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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at the hearing hereon.

Theodore G. Bloom

Theodore G. Bloom

Albert J. Goodman

Albert J. Goodman
156 South Street
Annapolis, Maryland
Colonial 3-2400
Solicitors for Defendants,
John M. Thomas and
Hallie Q. Thomas

I hereby certify that on this 26 day of March, 1958, I mailed a copy of the foregoing demurrer to Thomas J. Curley and George B. Woelfel, Jr., solicitors for the plaintiff, 9 School Street, Annapolis, Maryland.

Albert J. Goodman

of defendants' counsel

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

10

GEORGE B. WOELFEL	:	NO. 12,522 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
CARROLL H. HYNSON, et al.	:	ANNE ARUNDEL COUNTY

: : : : : : :

DEMURRER TO BILL OF COMPLAINT

Carroll H. Hynson and Addel M. Hynson, his wife, two of the defendants in the above-entitled case, demur to the whole of the bill of complaint in this cause against them exhibited and assign the following grounds for said demurrer:

FIRST: That said bill of complaint is bad in substance and insufficient in equity.

SECOND: That said bill of complaint fails to state a cause of action cognizable in equity.

THIRD: That said bill of complaint fails to state such facts as will entitle a court of equity to grant the relief prayed therein against these defendants.

FOURTH: That the relief prayed in said bill of complaint may be granted only to persons who are in actual, peaceable possession of lands or, when said lands are vacant and unoccupied, in constructive and peaceable possession of the same; and said bill of complaint fails to allege that the plaintiff is, or was at the time of the filing thereof, in possession, actual or constructive, of the lands described therein, wherefore, it fails to allege such facts as would entitle the plaintiff to the relief sought.

FIFTH: And for such other and further reasons to be assigned

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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1958 MAR -5 AM 9:32

at the hearing hereon.

Theodore G. Bloom

Albert J. Goodman
156 South Street
Annapolis, Maryland
Colonial 3-2400
Solicitors for Defendants,
Carroll H. Hynson and
Addel M. Hynson

I hereby certify that on this 11th day of March, 1958, I mailed a copy of the foregoing demurrer to Thomas J. Curley and George B. Woelfel, Jr., solicitors for the plaintiff, 9 School Street, Annapolis, Maryland.

of defendants' counsel

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

GEORGE B. WOELFEL	:	No. 12,522 Equity
	:	In the
vs.	:	Circuit Court
	:	for
CARROLL H. HYNSON et al.	:	Anne Arundel County

MOTION SUGGESTING DEATH OF ONE DEFENDANT, IDENTIFYING HIS SUCCESSOR IN INTEREST AND REQUESTING ISSUANCE OF PROCESS FOR SUCH SUCCESSOR

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your complainant, George B. Woelfel, by his solicitors, Thomas J. Curley and George B. Woelfel, Jr., respectfully states:

1.

That the defendant, Frederick L. J. Gelhaus, departed this life on Wednesday, February 19th, 1958, leaving as his sole surviving heir at law, his son, Frederick L. J. Gelhaus, Jr., who now resides at No. 1732 Wadsworth Way, Baltimore 14, Maryland, this address being within the jurisdiction of Baltimore City; that said son has, as sole heir at law, succeeded to whatever interest, if any, his deceased father might have had in and to the real estate involved in these proceedings.

Wherefore, since the said Frederick L. J. Gelhaus, Jr. has not appeared in these proceedings within the thirty days provided under the Maryland Rules of Procedure, your complainant, George B. Woelfel, pursuant to Rule 220d, subsections 1 and 2, of said Maryland Rules of Procedure, moves that process be issued for Frederick L. J. Gelhaus, Jr. calling upon him to appear and defend this cause.

And as in duty bound, etc.

Thomas J. Curley
Thomas J. Curley,
Solicitor for Complainant

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ORDER OF COURT

Upon the foregoing Motion, it is this 3 day of April, 1958, by the Circuit Court for Anne Arundel County, ORDERED that process be issued for Frederick L. J. Gelhaus, Jr. calling upon him to appear and defend this cause.

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Matthew S. Evans
Judge

13

BOOK 150 PAGE 218 A

GEORGE B. WOELFEL : No. 12,522 Equity

vs. : In the Circuit Court for

CARROLL H. HYNSON et al. : Anne Arundel County

: :

ORDER OF PUBLICATION

The object of this Bill is to procure a Decree that George B. Woelfel has good and merchantable title in fee simple in and to, absolute ownership and exclusive right of disposition of the land and premises in this suit involved, and to obtain an injunction against the assertion by any and all of the parties named as respondents of their said claims by any action at law or otherwise.

The Bill recites that by deed dated April 24, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1080, folio 110, one Andrew Gray, divorced, conveyed unto George B. Woelfel a certain parcel of land lying, being and situate on the south side of Spa Road in the City of Annapolis and more particularly described as follows:

Beginning for the same at a point where the south line of Spa Rd. touches the west line of Sanford St.; thence with the southernmost side of Spa Rd., N 38°46' E, 63.66 feet to a point; thence leaving said side of said road and with a fence line, S 39°12' 40" E, 139.13 feet to a fence corner; thence N 55°29'10" E, 51.32 feet to a fence corner; thence S 37°07'10" E, 119.13 feet to a fence corner; thence S 51°37'20" W, 110.76 feet to a fence corner; thence N 38°54'50" W, 251.54 feet to the place of beginning.

that filed with the Bill is a plat depicting the possession survey of the said property showing the same to have an area of 0.41 acre, according to survey made December, 1955, by T.T.Pantalec Registered Surveyor; that within the confines of the 0.41 acr parcel as shown on said possession survey plat lies the origina. lot acquired by Andrew Gray from James Revell and Agnes, his wif by deed of exchange dated November 26, 1905, and recorded among the Land Records in Liber GW No. 46, folio 391; that even though the said Andrew Gray had fee simple title by grant only to tha lot acquired from James Revell and wife as aforesaid, he had nevertheless, actually enclosed all of the land shown in sai possession survey and had used the same openly, notoriously, ex clusively, hostilely and adversely for a period in excess of 20 years as his own prior to the date of said Andrew Gray's deed to your orator, George B. Woelfel, to wit: April 24, 1956; that, therefore, said Andrew Gray had acquired fee simple title to al of the land in excess of his granted boundaries by adverse possession; that the record title to that portion of the entire 0.41 acr parcel which was acquired by the said Andrew Gray by adverse possession is vested in Carroll H. Hynson and Addell, his wife, John M. Thomas and Hallie Q., his wife, Elmer E. Gelhaus and Minnie his wife, Eugene E. Gelhaus and Alice, his wife, Frederick L. Gelhaus, Albert E. Housley and Louise G., his wife, Samuel Jone and Gloria G., his wife, Oden F. Pumphrey and Marie, his wife Kent Worthington and Elizabeth M.G., his wife, Edward Lichtenberger and Thelma June, his wife.

It is thereupon this 1st day of May, 1958, by the Circuit Cour for Anne Arundel County, ADJUDGED, ORDERED and DECREED that the

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complainant, Georbe B. Woelfel, by causing a copy of this Order to be inserted in some newspaper printed and published in Anne Arundel County once in each of four successive weeks before the 9th day of June, 1958, give notice to the said absent respondents, Edward Lichtenberger and Thelma June, his wife, of the object and substance of the Bill and warn them to be and appear in this Court on the 9th day of July, 1958, to show cause, if any they have, why a decree should not be passed as therein prayed; provided, however, that another mode of service may be that a copy of this Order may be personally served on each respondent one month before the day fixed for their said appearance, which day herein fixed for their said appearance is the 9th day of July, 1958.

George T. Cromwell

Clerk

6.

BOOK 150 PAGE 219

GEORGE B. WOELFEL	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
CARROLL H. HYNSON, et al.	*	No. 12,522 - Equity

* * *

ORDER

The demurrer in the above entitled case coming on for hearing and being submitted, counsel were heard and the proceedings read and considered.

It is thereupon, this 14th day of August 1958, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the demurrer be, and it is hereby, sustained, with leave to the plaintiff to amend his declaration on or before 2 September 1958.

Matthew S. Evans
Judge

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GEORGE B. WOELFEL	:	No. 12,522 Equity
	:	In the
vs.	:	Circuit Court
	:	for
CARROLL H. HYNSON et al.	:	Anne Arundel County

: :

AMENDED BILL OF COMPLAINT TO QUIET AND REMOVE CLOUD FROM COMPLAINANT'S TITLE TO CERTAIN REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orator, George B. Woelfel, by his solicitors, Thomas J. Curley and George B. Woelfel, Jr., leave of court having previously been granted, files herewith his Amended Bill of Complaint, pursuant to the authority of Section 128 of Article 16 of the Annotated Code of Maryland, 1957 Edition, and, humbly complaining, says:

1.

That your orator is in constructive and peaceable possession of a parcel of land lying on the south side of Spa Road in the City of Annapolis both under color of title and by reason of the adverse possession thereof for the statutory period by your orator's predecessor, Andrew Gray; that said parcel of land was conveyed unto your orator, George B. Woelfel, by the said Andrew Gray by deed dated April,24, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1080, folio 110, as per the original of said deed heretofore filed as Plaintiff's Exhibit No. 1 and prayed to be taken as part and parcel hereof; that said parcel of land lying on the south side of Spa Road, City of Annapolis, Sixth Election District of Anne Arundel County, is more particularly described as follows:

BEGINNING for the same at a point where the south line of Spa Road touches the west line of Sanford Street; thence with the southernmost side of Spa Road, North 38°46' East, 63.66 feet to a point; thence leaving said side of said road and with a fence line, South 39°12'40" East, 139.13 feet to a fence corner; thence North 55°29'10" East, 51.32 feet to a fence corner; thence South 37°07'10" East, 119.13 feet to a fence corner; thence South 51°37'20" West, 110.76 feet to a fence corner; thence North 38°54'50" West, 251.54 feet to the place of beginning.

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(2)

That heretofore filed as Plaintiff's Exhibit No. 2 and prayed to be taken as part and parcel hereof is a plat depicting the possession survey of the property referred to in paragraph no. 1, supra, showing the same to have an area of o.41 acre, according to survey made in December, 1955, by T.T.Pantaleo, Registered Surveyor.

(3)

That within the confines of the 0.41 acre parcel hereinbefore referred to and as shown on said possession survey plat lies the original lot of land acquired by Andrew Gray from James Revell and Agnes, his wife, by deed of exchange dated November 26, 1905, and recorded among said Land Records in Liber GW No. 46, folio 391, a certified copy of said deed having been filed heretofore in these proceedings as Plaintiff's Exhibit No. 3 and prayed to be taken as part and parcel hereof.

(4)

That even though the said Andrew Gray had fee simple title by grant only to that lot acquired from James Revell and wife as aforesaid, he had, nevertheless, actually enclosed all of the land shown in said possession survey and had used the same openly, notoriously, exclusively, hostilely and adversely for a period in excess of twenty (20) years as his own prior to the date of the said Andrew Gray's deed to your orator, to wit: April 24, 1956; that, therefore, the said Andrew Gray had acquired fee simple title to all of the land in excess of his granted boundaries by adverse possession.

(5)

That the record title to that portion of the entire 0.41 acre parcel which was acquired by the said Andrew Gray by adverse possession is vested in Carroll H. Hynson and Addell, his wife, John L. Thomas and Hallie Q., his wife, Elmer E. Gelhaus and Minnie, his wife, Eugene E. Gelhaus and Alice, his wife, Frederick L.J. Gelhaus, Jr., Albert E. Housley and Louise G., his wife, Samuel Jones and Gloria G., his wife, Oden F. Pumphrey and Marie, his wife, Ken Worthington and Elizabeth M.G., his wife, Edward Lichtenberger and Thelma June, his wife. and James Kentuck and the unknown heirs of James Revell and Agnes Revell, his wife

TO THE END, THEREFORE:

(1) That this Honorable Court, under the authority of Section 128 of Article 16 of the Annotated Code of Maryland, 1957 Edition, may decree that your orator has a good and merchantable title in fee simple in and to, absolute ownership and exclusive right of disposition of the land and premises in this suit involved.

(2) That this Honorable Court may issue its injunction against the assertion by any and all of the parties named as respondents of their said claims by any action at law or otherwise.

(3) That your orator may have such other and further relief as his case may require.

And as in duty bound, etc.

Thomas J. Curley
Thomas J. Curley,
Solicitor for Complainant

Copies mailed September 1st, 1958, to Albert J. Goodman and Theodore G. Bloom, Attorneys for Carroll H. Hynson and wife and John M. Thomas and wife.

Thomas J. Curley
Thomas J. Curley

19

GEORGE B. WOELFEL	:	NO. 12,522 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
CARROLL H. HYNSON, et al.	:	ANNE ARUNDEL COUNTY

: : : : : : :

ANSWER TO AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

John M. Thomas and Hallie Q. Thomas, his wife, two of the defendants in the above-entitled cause, by Theodore G. Bloom and Albert J. Goodman, their solicitors, answering the amended bill of complaint against them exhibited, respectfully represent unto Your Honors:

FIRST: In answer to Paragraph One of said amended bill of complaint, they deny that the plaintiff is in constructive possession of the land therein described; and they deny that Andrew Gray ever acquired title thereto by adverse possession. They have no knowledge of the execution or delivery of the deed mentioned in said paragraph and, therefore, neither admit nor deny the allegations pertaining thereto but demand strict proof thereof.

SECOND: In answer to Paragraph Two of said amended ~~bill~~ complaint, they admit the filing of the plat therein mentioned; but they de... that said plat accurately depicts actual lines of possession as of the date shown thereon.

THIRD: That they admit the allegations contained in Paragraph Three of said amended bill of complaint.

FOURTH: That they deny the allegations contained in Paragraph

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ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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20

Four of said amended bill of complaint.

FIFTH: In answer to Paragraph Five of said amended bill of complaint, they admit that they and the defendants Carroll H. Hynson and Addel Hynson have record title to portions of the 0.41 acre tract described in said bill; but they deny the remaining allegations of said paragraph. Specifically, they deny that Andrew Gray acquired title to the lands therein described by adverse possession; and they further deny that any of the named defendants, other than themselves and the said Carroll H. Hynson and Addel Hynson, now have or ever had or claimed to have any record title to any portion of said 0.41 acre tract of land. They aver, however, that record title to a portion of said tract is vested in certain persons who were not made parties to this action, to wit, James Revell and Agnes Revell, or the survivor of them or his, her, or their heirs, as the case may be, by virtue of said exchange deed of November 26, 1905.

SIXTH: In further answer to said amended bill of complaint, they aver that the plaintiff is not entitled to maintain this action against them for that he is not now, nor has he ever been, in peaceable possession, either actual or constructive, of the lands described in said amended bill; wherefore his remedy, if any there be, is cognizable only in law and not in equity.

And having fully answered said amended bill, these defendants beg to be hence dismissed with their reasonable costs.

AND AS IN DUTY BOUND, ETC.

Theodore G. Bloom

Theodore G. Bloom

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

21

Albert J. Goodman
Solicitors for Defendants,
John M. Thomas and
Hallie Q. Thomas

I hereby certify that on this 4th day of September, 1958, I mailed a copy of the foregoing answer to Thomas J. Curley and George B. Woelfel, Jr., solicitors for the plaintiff, 9 School Street, Annapolis, Maryland.

Solicitor for Defendants,
John M. Thomas and
Hallie Q. Thomas

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

22

GEORGE B. WOELFEL	:	NO. 12,522 EQUITY
VS.	:	IN THE CIRCUIT COURT FOR
CARROLL H. HYNSON, et al.	:	ANNE ARUNDEL COUNTY

: : : : : : :

ANSWER TO AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Carroll H. Hynson and Addel Hynson, his wife, two of the defendants in the above-entitled cause, by Theodore G. Bloom and Albert J. Goodman, their solicitors, answering the amended bill of complaint against them exhibited, respectfully represent unto Your Honors:

FIRST: In answer to Paragraph One of said amended bill of complaint, they deny that the plaintiff is in constructive possession of the land therein described, averring, on the contrary, that they are in actual peaceable possession of that portion thereof to which they have record title, having enclosed it with fences and having erected and posted signs thereon. In further answer to said paragraph, they deny that the said Andrew Gray ever acquired title to said property by adverse possession. Having no personal knowledge of the execution or delivery of the deed mentioned in said paragraph, they may neither admit nor deny the allegations pertaining thereto.

SECOND: In answer to Paragraph Two of said amended bill of complaint, they admit the filing of the plat therein mentioned; but they deny that said plat accurately depicts actual lines of possession as of the date shown thereon.

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ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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23

THIRD: That they admit the allegations contained in Paragraph Three of said amended bill of complaint.

FOURTH: That they emphatically deny the allegations contained in Paragraph Four of said amended bill of complaint.

FIFTH: In answer to Paragraph Five of said amended bill of complaint, they admit that they and the defendants John M. Thomas and Hallie Q. Thomas have record title to portions of the 0.41 acre tract described in said bill; but they deny the remaining allegations of said paragraph. Specifically, they deny that Andrew Gray acquired any portion of their land by adverse possession; and they further deny that the defendants Elmer E. Gelhaus, Minnie Gelhaus, Eugene E. Gelhaus, Alice Gelhaus, Frederick L. J. Gelhaus, Jr., Albert E. Housley, Louise G. Housley, Samuel Jones, Gloria G. Jones, Oden F. Pumphrey, Marie Pumphrey, Kent Worthington, Elizabeth M. G. Worthington, Edward Lichtenberger, and Thelma June Lichtenberger, or any of them, now have or ever had or claimed to have record title to any portion of the said 0.41 acre parcel of land. They aver, however, that record title to a portion of said parcel is vested in certain persons not named as parties herein, to wit, James Revell and Agnes Revell, the survivor of them or his, her, or their heirs, as the case may be, by virtue of said exchange deed of November 26, 1905.

SIXTH: In further answer to said amended bill of complaint, they aver that the plaintiff is not entitled to maintain this action against them for that he is not now, nor has he ever been, in peaceable possessi[illegible] either actual or constructive, of the lands described in said bill; wherefor[illegible] his remedy, if any there be, is cognizable only in law and not in equity

And having fully answered said amended bill, they beg to be

.BERT J. GOODMAN
ATTORNEY AT LAW
NAPOLIS, MARYLAND

hence dismissed with their reasonable costs.

AND AS IN DUTY BOUND, ETC.

Theodore G. Bloom

Theodore G. Bloom

Albert J. Goodman

Albert J. Goodman
Solicitors for defendants
Carroll H. Hynson and
Addel Hynson

I hereby certify that on this 11th day of September, 1958, I mailed a copy of the foregoing answer to Thomas J. Curley and George B. Woelfel, Jr., solicitors for the plaintiff, 9 School Street, Annapolis, Maryland.

Albert J. Goodman

Solicitor for defendants
Carroll H. Hynson and
Addel Hynson

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

25

BOOK 150 PAGE 229

GEORGE B. WOELFEL	:	NO. 12,522 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
CARROLL H. HYNSON, et al.	:	ANNE ARUNDEL COUNTY

: : : : : : : : :

REQUEST FOR ADMISSION OF FACTS

Carroll H. Hynson and Addel M. Hynson, his wife, two of the respondents in the above-entitled cause, by Theodore G. Bloom and Albert J. Goodman, their solicitors, pursuant to Maryland Rule 421, request the complainant, George B. Woelfel, to admit the truth of the matters of fact hereinafter set forth. In accordance with subsection (b) of said rule, the complainant is required, within ten days after service hereof upon his solicitor of record, to submit a sworn statement either denying specifically the matters of which an admission is requested or setting forth in detail why he cannot truthfully either admit or deny said matters, in default of which said matters shall be deemed admitted for the purposes of these proceedings

1. That all property described in the amended bill of complaint heretofore filed in these proceedings, including that claimed by the complainant through adverse possession, was formerly part of a larger tract of land acquired by Frederick L. J. Gelhaus, Sr., from Charles A. DuBois, et al., trustees, by deed dated June 22, 1901, and recorded among the land records of Anne Arundel County in Liber G. W. No. 21, folio 250

2. That the said Frederick L. J. Gelhaus, Sr., departed this life on or about the 22nd day of January, 1919, seized and possessed of a large portion of that land now being claimed by the complainant through

LBERT J. GOODMAN
ATTORNEY AT LAW
NAPOLIS, MARYLAND

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26

adverse possession.

3. That by his last will and testament, duly admitted to probate, the said Frederick L. J. Gelhaus, Sr., after providing for payment of his debts and funeral expenses and the purchase of a tombstone, gave, devised and bequeathed all of his property, including that portion thereof now being claimed by the complainant, to Nicholas H. Green and his successors in trust for the following purposes and upon the following conditions and confidences, viz:

> ".....to receive, collect and receipt for the rents, issues and profits arising from my estate, to invest and reinvest any and all money forming the corpus of my estate that may come into his hands as such trustee, and after the payment of all costs and expenses incident to said trust, including such commission to said trustee as may be just and proper for his services as such trustee, taxes, insurance, repairs, water rents, premium on trustee's bond, public dues and charges of every kind levied or assessed on my said property, to pay the net income to my beloved wife, Antoinette D. Gelhaus, during her natural life, if she shall continue my widow, for her support and maintenance; but the said trustee is hereby given full power to sell and dispose of any part of my said estate real and personal, as is, in his judgment, necessary for the benefit of my said estate, and to convey, transfer and assign such portion as may be sold by him to the purchaser thereof; and from and after the death or remarriage of my said wife, if my youngest living child shall not have arrived at the age of thirty years, said trust is to continue until such youngest living child shall arrive at the age of thirty years, and the net income from my said estate shall be paid to my said children, share and share alike, for their support and maintenance, the issue of any deceased child taking the share, per stirpes and not per capita, which the respective parent or parents if living would have taken; and from and after the death or remarriage of my said wife and the attaining of the age of thirty years of my youngest living child, said trust shall cease and determine and I give, devise and bequeath all my

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ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

27

property real, personal and mixed to my children, their heirs and assigns in fee simple, share and share alike, the issue of any deceased child taking the share, per stirpes and not per capita which the respective parent or parents if living would have taken."

4. That from and after November, 1920, said trust was administered under the jurisdiction of the Circuit Court for Anne Arundel County, in proceedings known as No. 4497 Equity.

5. That by deed dated February 7, 1948, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 456, folio 110, Frederick L. J. Gelhaus, Jr., substituted trustee and ultimate successor in trust to said Nicholas H. Green, having obtained approval of said Court, granted and conveyed unto the respondent Carroll H. Hynson in fee simple, certain of the real estate devised in trust as aforesaid, including that portion thereof which is now being claimed by the complainant through adverse possession.

6. That said widow, Antoinette D. Gelhaus, departed this life on or about the 17th day of December, 1953, never having remarried.

7. That the plaintiff was not in actual peaceable possession of the lands described in the amended bill of complaint at the time he instituted these proceedings.

8. That the plaintiff's only source of title to the lands described in these proceedings is the deed from Andrew Gray to him, dated April 24, 1956.

Theodore G. Bloom

Theodore G. Bloom
156 South Street
Annapolis, Maryland

LBERT J. GOODMAN
ATTORNEY AT LAW
NAPOLIS, MARYLAND

Albert J. Goodman
156 South Street
Annapolis, Maryland
Solicitor for Respondents
Carroll H. Hynson and
Addel M. Hynson

I HEREBY CERTIFY that on this 24th day of November, 1958, I mailed a copy of the foregoing request for admission of facts to Thomas J. Curley and George B. Woelfel, Jr., solicitors for complainant, 9 School Street, Annapolis, Maryland.

Solicitor for Respondents
Carroll H. Hynson and
Addel M. Hynson

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

BOOK 150 PAGE 233

GEORGE B. WOELFEL	:	NO. 12,522 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
CARROLL H. HYNSON, et al.	:	ANNE ARUNDEL COUNTY

: : : : : : : : :

INTERROGATORIES

Pursuant to Maryland Rule 417, Carroll H. Hynson and Addel Hynson, his wife, two of the defendants in the above entitled case, by Theodore G. Bloom and Albert J. Goodman, their solicitors, propound the following interrogatories to the plaintiff, George B. Woelfel, and demand that he answer the same separately, fully, in writing and under oath in accordance with said rule.

1. State the names and addresses of all persons who are now in actual possession of any part of the land mentioned and described in the amended bill of complaint.

2. State the names and addresses of persons who were in actual possession of said land or any part thereof at the time the plaintiff filed:

(a) His original bill of complaint in this cause;

(b) His amended bill of complaint in this cause.

3. State in detail the facts upon which the plaintiff bases his assertion, in the first paragraph of the amended bill of complaint, that he is in constructive possession of the land therein described, including the date upon which his alleged constructive possession began.

4. State in detail the facts upon which the plaintiff bases his

BERT J. GOODMAN
ATTORNEY AT LAW
APOLIS, MARYLAND

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allegation that his predecessor, Andrew Gray, adversely possessed the land mentioned in the amended bill of complaint for "the statutory period," including:

(a) The date or approximate date upon which such adverse possession began;

(b) The nature, extent and source of any color of title held or asserted by the said Andrew Gray;

(c) The names of all owners of legal title to any of the lands adversely possessed by Andrew Gray during the time such adverse possession continued, and the dates and sources of their legal title to the same;

(d) The names of all owners of equitable interests in any of the lands adversely possessed by the said Andrew Gray during the time such adverse possession continued, and the dates, nature and sources of their equitable interests in the same;

(e) The use to which Andrew Gray put the property during his alleged adverse possession of the same;

(f) The date upon which Andrew Gray ceased to be in actual possession of said land.

5. State the names, home addresses, occupations and business addresses of all persons who have or are claimed to have knowledge of:

(a) When Andrew Gray went into or took possession of the lands which he is claimed to have acquired by adverse possession;

(b) When Andrew Gray ceased to have actual possession of said lands.

6. To what portions of the land mentioned and described in the

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ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

31

amended bill of complaint is record title vested in each of the defendants, and describe the sources of such record title.

7. From what source and by reason of what facts does the plaintiff claim to have title to that lot conveyed to James Revell and wife by the exchange deed mentioned in paragraph three of the amended bill of complaint.

8. State why James Revell and/or his wife and/or his or her heirs were not included as parties defendant in this action.

Theodore G. Bloom

Theodore G. Bloom

Albert J. Goodman

Albert J. Goodman
Solicitor for Respondents
Carroll H. Hynson and
Addel M. Hynson

I HEREBY CERTIFY that on this 24th day of November, 1958, I mailed a copy of the foregoing interrogatories to Thomas J. Curley and George B. Woelfel, Jr., solicitors for complainant, 9 School Street, Annapolis, Maryland.

Albert J. Goodman

Solicitor for Respondents
Carroll H. Hynson and
Addel M. Hynson

LBERT J. GOODMAN
ATTORNEY AT LAW
NNAPOLIS, MARYLAND

37

GEORGE B. WOELFEL	:	NO. 12, 522 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
CARROLL H. HYNSON, et al.	:	ANNE ARUNDEL COUNTY

: : : : : : : : :

MOTION TO DISMISS FOR LACK OF JURISDICTION AND AFFIDAVIT IN SUPPORT THEREOF AND ORDER OF COURT THEREON

Carroll H. Hynson, Addel Hynson, John M. Thomas and Hallie Q. Thomas, four of the named defendants in the above entitled cause, by Theodore G. Bloom and Albert J. Goodman, their solicitors, move the Court to dismiss the bill of complaint as to them for lack of jurisdiction to grant the relief prayed against them, and as grounds for said motion say:

1. That said bill of complaint prays for a decree quieting the plaintiff's alleged title to certain lands which he claims to own by virtue of adverse possession by his predecessor, and for an injunction against these defendants, who have the record title to part of said land to restrain them from asserting their claims of title by any action at law or otherwise.

2. That the Court's jurisdiction to grant such relief is purely statutory, and is governed by Article 16, Section 128 of the Annotated Code of Maryland (1957 Edition).

3. That such statutory jurisdiction can be exercised and the relief thereunder can be granted only where the plaintiff seeking such relief is in peaceable possession, either actual or constructive, of the property involved in such proceedings, since Courts of equity have no jurisdiction to try disputed titles to real estate.

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ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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33

4. That as reference to the record of these proceedings will disclose, these defendants earnestly dispute the plaintiff's claim of title by adverse possession; and these defendants aver and stand ready to prove that the plaintiff is not now and never was in peaceable possession, either actual or constructive, of the lands mentioned and described in these proceedings.

5. That the lands mentioned and described in these proceedings are now and were, at the time these proceedings were instituted, vacant, unimproved and unoccupied, with no one in actual possession thereof, although the defendants Carroll H. Hynson and Addel Hynson had fenced off the property to which they have record title and had posted signs thereon prior to the filing of the bill of complaint herein.

6. That since these defendants' record titles to the lands in dispute predate the plaintiff's color of title thereto, constructive possession of said property is, by law, in these defendants and not in the plaintiff.

7. That by reason of the plaintiff's lack of peaceable possession either actual or constructive, of the lands to which these defendants have the record title, and by reason of the genuine dispute between the parties as to the title of said property, this Court has no jurisdiction to grant the relief herein prayed by the plaintiff against these defendants.

Theodore G. Bloom

Theodore G. Bloom

Albert J. Goodman

Albert J. Goodman
Solicitor for Respondents
Carroll H. Hynson, Addel H. Hynson, John M. Thomas and Hallie Q. Thomas

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

34

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 24th day of November, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CARROLL H. HYNSON, one of the above named defendants, and made oath in due form of law that the matters and facts set forth in the foregoing motion are true to the best of his knowledge and belief.

As witness my hand and notarial seal.

Albert J. Goodman
Notary Public

ORDER

Upon the foregoing motion and affidavit, it is this 25th day of November, 1958, by the Circuit Court for Anne Arundel County, in equity, ordered that the plaintiff show cause on or before the 16th day of December, 1958, why the foregoing motion should not be granted, provided a copy of said motion and of this order be served upon the plaintiff or his solicitor of record on or before the 5th day of December, 1958.

Matthew S. Evans
Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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35

BOOK 150 PAGE 239

George B. Woelfel	:	No. 12,522 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Carroll H. Hynson, et al.	:	Anne Arundel County
	:	

: : : : : : : : :

PETITION TO EXTEND TIME FOR FILING ANSWERS TO INTERROGATORIES AND ORDER OF COURT THEREON

: : : : : : : : :

To the Honorable, the Judges of said Court:

The petition of George B. Woelfel respectfully shows:

1.

That on the 24th day of November, 1958, he was served with interrogatories in the above entitled cause.

2.

That the said interrogatories are very difficult to answer and your Petitioner has been engaged in court and is engaged in court today and as a result there he has been unable to file his answers within the time limited for the same.

Wherefore, your Petitioner, prays:

1. That the time for the filing of the answers to the interrogatories may be extended for a period of ten days.

And as in duty bound, etc.

George B. Woelfel
Petitioner

ORDER OF COURT

Upon the aforegoing petition, it is this 9th day of December, in the year 1958, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the time ~~for~~ the filing of the answers to the interrogatories mentioned in this

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36

petition, be, and the same is hereby extended until the 19th day of December, 1958.

Matthew S. Brown
Judge

I hereby certify that upon this 9th day of December, 1958, I served a copy of the above petition on Albert J. Goodman, Esq., Solicitor for Defendants, 156 South St., Annapolis, Md.

George E. Wolfe Jr.

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37

George B. Woelfel	:	No. 12,522 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Carroll H. Hynson, et al.	:	Anne Arundel County
	:	

: : : : : : : : :

ANSWER TO MOTION TO DISMISS FOR LACK OF JURISDICTION AND AFFIDAVIT IN SUPPORT THEREOF

: : : : : : : : :

To the Honorable, the Judges of said Court:

Now comes George B. Woelfel and in answer to the motion to dismiss for lack of jurisdiction, respectfully shows:

1.

That this Respondent admits the allegations contained in paragraph one of said motion.

2.

This Respondent admits the allegations contained in paragraph two of said motion.

3.

This Respondent admits the allegations contained in paragraph three of said motion.

4.

This Respondent admits that Carroll Hynson and Addel M. Hynson, his wife, are vigorously disputing the Plaintiff's title by adverse possession, however, this Respondent denies that he never was in peaceable possession, either actual or constructive, of the land mentioned and described in these proceedings.

5.

This Respondent denies that the land in this cause is unimproved though he admits no one was in actual possession thereof at the time this suit was filed, however, this Respondent has alleged and stands ready to prove that his predecessor in title fenced off the property, lived upon it and used it adversely from

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38

1919 on to April 24th, 1956, when by deed he transferred said property to your Respondent. That the said title of the Respondent's tacks on to the original adverse user and at said time of the transfer he became the actual owner and by said deed was given constructive possession of said land.

That your Respondent has heard that long after he had constructive possession that the said Carroll H. Hynson and Addel M. Hynson, his wife, sneaked on the property and erected a no trespass sign which your Respondent has been unable to find there.

6.

This Respondent denies that the Defendants' record title to the land predates the Plaintiff's color of title thereto because Carroll H. Hynson and Addel M. Hynson, his wife, purchased their property in 1944 at which said time there was a fence on this property which was erected in 1919 and the fence remained on the property until 1958.

7.

This Respondent denies that he has not had peaceful constructive possession of the land.

And having answered said motion to dismiss as fully as he is advised his necessary, he prays the Court to dismiss the motion for lack of jurisdiction.

George B. Woelfel
George B. Woelfel, Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 15th day of December, in the year 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel who made oath in due form of law that the matters and facts stated in the aforegoing answer to the motion to dismiss for lack of jurisdiction are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

Mary M. Hoff

39

George B. Woelfel	:	No. 12,522 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Carroll H. Hynson, et al.	:	Anne Arundel County
	:	

: : : : : : : : : : :

ANSWERS TO INTERROGATORIES PROPOUNDED BY CARROLL HYNSON AND ADDEL M. HYNSON, HIS WIFE

: : : : : : : : : : :

1.

There is no one in actual possession of the land in question.

2.

There was no one in actual possession at the time suit was instituted or the amended bill of complaint was filed.

3.

Andrew Gray was in actual possession from approximately 1905 until about 1955 when his feet were amputated and he was taken to his brother's in Washington. The place had been fenced in and adverse possession having already taken place. I procured constructive possession from the date of my deed which was April 24th, 1956.

4.

(a) Approximately 1907 Andrew Gray possessed the land in question.

(b) Andrew Gray had a record title to a tract of land with a frontage of 15 feet on Spa Road and 150 feet in depth which he procured by deed of exchange dated November 26th, 1905, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 46, folio 391, from James Revell and wife.

(c) On the east side of Gray's record title is the property, the record title of which is John M. Thomas and Hallie O. Thomas, his wife, by virtue of a deed to them from George W. Scible and wife dated April 21st, 1952, and recorded among the

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aforesaid Land Records in Liber J.H.H. No. 677, folio 282; in the rear on the south side of Thomas' record title and in the rear of Gray's record title and Revell's record title is a parcel of land belonging to the Gelhaus heirs, which they procured as devisees under the last will and testament of their father, Frederick Gelhaus, the names of the heirs being Frederick L. J. Gelhaus, Elmer Gelhaus, Eugene Gelhaus, Louise G. Housley, Gloria Jones, June Lichtenberger, Oden Pumphrey and Elizabeth M. G. Worthington. They are also the owners of one-half of Sanford Street which is on the west side of the entire property.

Lots 39-37-36 is vested in Carroll H. Hynson and Addel Hynson, his wife, by virtue of a deed from Frederick L. J. Gelhaus, Trustee, dated February 7th, 1948, and recorded among the Land Records of Anne Arunel County in Liber J.H.H. No. 456, folio 110. Title to Lot 38 is vested in James Kentuck by virtue of a deed dated December 24th, 1953, from Carroll H. Hynson and wife, said deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 804, folio 540. The record title to the tract 15 x 150 feet given in the deed of exchange by Andrew Gray to James Revell by deed recorded in Liber G.W. No. 46, folio 391, dated November 26th, 1905. Gray took a mortgage on that property and apparently Revell failed to pay it and he put Revell off the premises. I have been unable to locate any of the Revell heirs.

(d) The equitable interest followed that of the law interest and would be the same as those set forth above.

(e) Andrew Gray used the Revell property as part of his yard and the same applies to the few inches of land which Gray took from Thomas and wife. The lots in the rear of Gray's place were fenced off into three yards. In the yard closest to the house he maintained his chickens; in the next yard he maintained a garden and in the farthest lot south he maintained a hog park.

(f) My recollection is that Gray had his feet frostbitten and they were removed from his limbs, thereupon, his brother took him to Washington and he lived with his brother until his death

41

but I believe it was about 1955 when he left the premises.

5.

Philip Gray of 445 Delaware Ave., SE, Washington, D.C., and his family whose occupation and and business are unknown by your Plaintiff but who are believed to be laborers are the parties who know when Gray took possession of the property.

(b) The same parties know when he ceased to have actual possession of the property and also any and all parties that the Plaintiff may subsequently locate who lived in Scible Row.

6.

Paragraph six has already been answered.

7.

Paragraph seven has already been answered.

8.

The Plaintiff understanding is Revell and his wife are dead and had no children and I have found no one who knows the genealogy of the Revell family.

And having answered said interrogatories as fully as he is advised is necessary he prays the same be dismissed.

George B. Woelfel
Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 18th day of December, in the year 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel who made oath in due form of law that the matters and facts stated in the aforegoing answer are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

Mary M. [illegible]
Notary Public

4 copy left with A. S. Sardman, Esq. this 19th day of December 1958. George B. Woelfel

George B. Woelfel	:	No. 12,522 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Carroll H.Hynson, et al	:	Anne Arundel County

: : : : : : : : :

INTERROGATORIES

Pursuant to Maryland Rule 417, George B. Woelfel, Plaintiff in the above entitled cause, by Thomas J. Curley, his solicitor, propound the following interrogatories to each of the Defendants and demands that that they and each of them answer the same separately, fully, in writing and under oath in accordance with the said rule.

1. State the names and addresses of all persons who are now in actual possession of any part of the land mentioned and described in the amended bill of complaint?

2. You claim constructive possession because of your deed from Frederick L.J. Gelhaus, Trustee, dated February 2nd, 1948, which conveyed to you Gelhaus' interest in Lots 36, 37, 38 and 39 as well as other land described.

(a) At the time of your purchase did you not find a fence around Lots 36, 37, 38 and 39?

(b) Didn't your surveyor prepare you a plat disclosing a fence of Andrew Gray's around those four lots?

(c) Did you go to Andrew Gray and tell him he had some of your land?

(d) Did you not tell Gray that he had fenced part of your property and that you had a plat to prove it?

(e) Didn't Gray tell you he had a plat in his home that would disprove your contention?

(f) Didn't Gray go in to his house to get the plat and instead came out with a shot gun and ran you off the place?

43

(g) Did you bother Gray's fence from that time until he died?

3. What did you do from the time you purchased the property down to the day of Gray's death which occurred on or about the 3rd day of February, 1957, to show you claimed any ownership of those lots that Gray fenced?

4. When did you erect your "For Sale" sign on the property?

5. How large was the sign?

6. State the names and home addresses, occupations and business addresses of all persons you have or propose to have at the trial of this cause who claim to have any knowledge that Andrew Gray did not occupy the land described in this bill for a period of twenty years prior to his conveyance to me?

7. Do you contend that you occupied all of the land described in this bill of complaint?

These interrogatories shall be deemed continuing so as to require supplemental answers if you obtain further information between the time answers are served and the time of trial.

George B. Woelfel
George B. Woelfel, Plaintiff

Thomas J. Curley
Thomas J. Curley, Solicitor

Copy of the aforegoing interrogatories mailed this 23rd day of January, 1959, to Albert J. Goodman and Theodore G. Bloom, Solicitors for Respondents, 156 South Street, Annapolis, Maryland.

Thomas J. Curley

44

GEORGE B. WOELFEL	:	NO. 12,522 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
CARROLL H. HYNSON, et al.	:	ANNE ARUNDEL COUNTY

: : : : : : :

ANSWERS TO INTERROGATORIES

Carroll H. Hynson and Addel Hynson, his wife, two of the named defendants in the above-entitled cause, answering the interrogatories propounded to them by the plaintiff depose and say:

1. Although no one actually resides upon any portion of the land mentioned and described in the bill of complaint, these deponents claim to have actual possession of that portion thereof to which they acquired the record title, having erected a fence thereon to separate it from other portions of said land; having erected a sign thereon advertising it for sale; having periodically filled, graded, and cleared the same; and, in general, having openly performed all acts of ownership consistent with the nature of said property except actually residing thereon.

2. The statement preceding the several parts of Interrogatory No. 2 is misleading and inaccurate. The answer to the questions preceded by the letters (a), (b), (c), (d), (e), and (f) is "No." The question preceded by the letter (g) is vague, indefinite, misleading, is based upon assumptions of matters which are not true and, therefore, cannot be answered.

3. Interrogatory No. 3 apparently assumes a fact which is not true, to wit, that Andrew Gray "fenced" the property now in dispute. For information with respect to acts of ownership which these deponents per-

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

45

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formed upon the land in dispute, the plaintiff is referred to answer No. 1 above.

4. Since the fall of 1948, these deponents have caused to be erected at various places on the property which they acquired several signs of various sizes, shapes, and description, advertising lots for sale. From time to time, these signs were moved or replaced. The latest sign which was placed on the particular property involved in these proceedings was nailed to a tree thereon during the fall of 1957 and has remained there since then.

5. The sign last mentioned in answer No. 4 above is approximately two feet square in size.

6. These deponents decline to answer Interrogatory No. 6 because the same is vague, misleading, indefinite, improperly and incoherently phrased, beyond the proper scope of interrogatories, and seeks information which is immaterial and irrelevant.

7. The answer to Interrogatory No. 7 is "No."

Carroll H Hynson
Carroll H. Hynson

Addel M. Hynson
Addel Hynson

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 5th day of February, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Carroll H. Hynson and Addel Hynson, his wife, the above-named deponents, and made oath in due form

BERT J. GOODMAN
TTORNEY AT LAW
NAPOLIS, MARYLAND

16

of law that the foregoing answers to interrogatories are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial seal.

Cirilla Aldorf Smith
Notary Public

I hereby certify that on this 11 day of February, 1959, I mailed a copy of the foregoing answers to interrogatories to Thomas J. Curley, solicitor for plaintiff, 9 School Street, Annapolis, Maryland.

Albert J. Goodman
Albert J. Goodman
Solicitor for defendants
Carroll H. Hynson and
Addel Hynson

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

47.

BOOK 150 PAGE 251

GEORGE B. WOELFEL	: No. 12,522	EQUITY
	: In the Circuit Court	
vs	: for	
CARROLL H. HYNSON, et al	: Anne Arundel County	

: : : : : :

EXCEPTION TO ANSWERS TO INTERROGATORIES AND PETITION FOR HEARING

To the Honorable, the Judges of said Court:

Now comes George B. Woelfel, by Thomas J. Curley, his solicitor, and excepts to the answers of Carroll and Addel Hynson to the written interrogatories.

WHEREFORE your Petitioner prays this Honorable Court to set a date for hearing on the aforegoing exception.

Thomas J. Curley
Thomas J. Curley
Solicitor for Petitioner

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1959 FEB 20 PM 12:15

ORDER

It is upon the aforegoing Petition, ADJUDGED, ORDERED and DECREED this 20th day of February, 1959, by the Circuit Court for Anne Arundel County, in Equity, that the exception to answers to written interrogatories be set for hearing on the 12th day of March, 1959, at 2:30 o'clock, P.M.

Benjamin Mustard
Judge

I hereby certify that I mailed a true copy of the above to Albert Goodman, Attorney for Defendants, at his South Street Office Annapolis, this 24 day of February, 1959.

Thomas J. Curley

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1959 FEB 20 PM 3:01

48

GEORGE B. WOELFEL	*	IN THE
Plaintiff	*	CIRCUIT COURT
VS	*	FOR
CARROLL F. HYNSON, et al	*	ANNE ARUNDEL COUNTY
Defendants	*	NO. 12,522 EQUITY

* * * * * * *

D E C R E E

The Defendants' Motion to Dismiss coming on for hearing and being submitted, testimony was taken, counsel were heard, and the proceedings read and considered.

It is thereupon, this 31st day of October 1959, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the Motion to Dismiss be, and it is hereby, denied.

Matthew S. Evans
Judge

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1959 NOV -2 PM 3:32

19

George B. Woelfel	:	No. 12542 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Carroll H. Hynson, et al	:	Anne Arundel County
	:	

: : : : : : : : : : :

PETITION TO AMEND AMENDED BILL OF COMPLAINT
BY ADDING THE NAMES OF ADDITIONAL DEFENDANTS
IN PARAGRAPH FIVE AND ORDER OF COURT THEREON

: : : : : : : : : : :

To the Honorable, the Judges of said Court:

The petition of George B. Woelfel respectfully shows:

1.

That your Petitioner, the Plaintiff in the above entitled cause, has filed an amended bill of complaint. That it now appears that James Kentuck, 108 College Creek Terrace, and the heirs of James Revell and Agnes Revell, his wife, should also be made additional parties.

Wherefore, your Petitioner, prays:

1. That leave may be granted to the Plaintiff to amend the amended bill of complaint by adding at the end of paragraph five the names of James Kentuck, 108 College Creek Terrace, and the unknown heirs of James Revell and Agnes Revell, his wife, late of Anne Arundel County, ~~should be added~~ as party defendants and that said defendants' names may also appear in the title of the case.
2. That the said amendment may be made by interlineation.
3. And for such other and further relief as his case may require.

And as in duty bound, etc.

George B. Woelfel
George B. Woelfel, Petitioner

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1960 JAN 28 PM 1:10

ORDER OF COURT

Upon the aforegoing petition, it is this 29th day of January, 1960, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED and DECREED that leave be and the same is hereby, granted to the Plaintiff to amend the amended bill of complaint by interlineation by adding the name of James Kentuck, 108 College Creek Terrace, Annapolis, Maryland, and the unknown heirs of James Revell and Agnes Revell, his wife, at the end of paragraph five of the amended bill of complaint and also in the title of the case.

Matthew L Evans
Judge

I hereby certify that a copy of the above petition and order of Court was left in the office of Albert J. Goodman and Theodore G. Bloom, attys. for Carroll H. Hynson, this 28th day of Jan., 1960.

George B. Maehl

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960 JAN 29 PM 3:33

51

BOOK 150 PAGE 255

GEORGE B. WOELFEL	: No. 12,522	EQUITY
	: In the Circuit Court	
vs	: for	
CARROLL H. HYNSON, et al AND UNKNOWN HEIRS OF JAMES AND AGNES REVELL	: Anne Arundel County	

PETITION OF PLAINTIFF FOR ORDER OF COURT TO PROCEED BY WAY OF PUBLICATION AGAINST DEFENDANT JAMES KENTUCK

To the Honorable, the Judges of said Court:

The Petition of George B. Woelfel respectfully shows:

1.

That on the 29th day of January, 1960, the amended bill of complaint was amended by adding James Kentuck as a party defendant.

2.

That the first summons was issued for James Kentuck on February 9, 1960 and returned "Non Est" on March 7, 1960. The second summons was issued for James Kentuck on April 27, 1960 and was also returned "Non Est" on May 2, 1960.

WHEREFORE your Petitioner prays that an Order may be passed by this Honorable Court permitting the Plaintiff to proceed against defendant James Kentuck by Order of Publication.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel-Petitioner

George B. Woelfel Jr.

George B. Woelfel Jr.
Solicitor for Petitioner

Copy left at office of Albert Goodman this 10th day of June, 1960.

George B. Woelfel Jr.

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5

ORDER OF COURT

This cause standing ready for hearing and it appearing to the Court that the Plaintiff has had two summons issued for the said Defendant, James Kentuck, and that both were returned "Non Est":

It is thereupon this 13th day of June, 1960, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that leave, be, and the same is hereby granted to the Plaintiff to proceed against the said Defendant, James Kentuck, by Order of Publication.

Matthew S. Evans
Judge

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1960 JUN 14 PM 2:26

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BOOK 150 PAGE 257

GEORGE B. WOELFEL : No. 12,522 EQUITY

vs : In the Circuit Court

: for

CARROLL H. HYNSON, et al : Anne Arundel County

AND UNKNOWN HEIRS OF : : : : : :
JAMES AND AGNES REVELL

PETITION TO MAKE UNKNOWN HEIRS OF JAMES REVELL AND AGNES REVELL PARTY DEFENDANTS AND ORDER OF COURT THEREON

To the Honorable, the Judges of said Court:

The Petition of George B. Woelfel respectfully shows:

1.

That part of the land described in this amended bill of complaint was owned by one James Revell and Agnes Revell his wife both of whom have long since departed this life leaving no children nor other heirs as far as your Petitioner can ascertain.

WHEREFORE your Petitioner prays that leave may be granted by this Honorable Court to amend the amended bill of complaint by adding the unknown heirs of James Revell and Agnes Revell, his wife, as party Defendants.

And as in duty bound, etc.

George B. Woelfel
George B. Woelfel-Petitioner

George B. Woelfel Jr.
George B. Woelfel Jr.
Solicitor for Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify on this 10th day of June, 1960, before me the subscriber, a notary public of the State of Maryland in and fo Anne Arundel County aforesaid, personally appeared the Petitioner George B. Woelfel, and made oath in due form of law that the matter and facts set forth in the aforegoing petition are true to the bes of his personal knowledge and belief.

Witness my hand and seal notarial.

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Mary M. Noff
Notary Public

Copy kept at office of Calbert Woodmon, this 10th day of June 1960.
George B. Woelfel Jr.

54

ORDER OF COURT

Upon the aforegoing Petition to make unknown heirs of James Revell and Agness Revell party Defendants:

It is thereupon this 11th day of June, 1960, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that leave, be, and the same is hereby granted to the Plaintiff to further amend the amended bill of complaint by adding the names of the unknown heirs of James Revell and Agnes Revell, his wife, as party defendants, by interlinenation and to proceed against said unknown heirs by Order of Publication.

Matthew J. Evans
Judge

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BOOK 150 PAGE 259

GEORGE B. WOELFEL	: No. 12,522	EQUITY
vs	: In the Circuit Court	
	: for	
JAMES KENTUCK, the unknown heirs of JAMES REVELL and AGNES REVELL, his wife. CARROLL H. HYNSON, et al	: Anne Arundel County	

: : : : : :

ORDER OF PUBLICATION

Whereas two successive summons against James Kentuck, who was made a party defendant to these proceedings by Order of Court dated January 29, 1960, whose whereabouts are unknown, have been returned by the Sheriff of Anne Arundel County "non est" and the Court by its Order passed on the 13th day of June, 1960, has directed the Plaintiff to proceed against the said James Kentuck by Order of Publication as though he were a non-resident and

Whereas the amended bill was further amended by adding the unknown heirs of James Revell and Agnes Revell, his wife, by Order of Court dated the 11th day of June, 1960, as party defendants with leave to proceed against them by Order of Publication.

The object of the amended bill:

Is that this Court may decree that George B. Woelfel has a good and merchantable title in fee simple in and to, absolute ownership and exclusive right of disposition of the land and premises in this suit involved; that this Court may issue its injunction against the assertion by any and all of the parties named as respondents of their said claims by any action at law or otherwise and that your Plaintiff may have such other and further relief as his case may require.

The amended bill recites:

That your Orator is in constructive and peaceable possession of a parcel of land lying on the south side of Spa Road in the City

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54

of Annapolis both under color of title and by reason of the adverse possession thereof for the statutory period by your Orator's predecessor, Andrew Gray; that said parcel of land was conveyed unto your Orator, George B. Woelfel, by the said Andrew Gray by deed dated April 24, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1080, Folio 110, as per the original of said deed heretofore filed as Plaintiff's Exhibit No. 1 and prayed to be taken as part and parcel hereof; that said parcel of land lying on the south side of Spa Road, City of Annapolis, Sixth Election District of Anne Arundel County, is more particularly described as follows:

> Beginning for the same at a point where the south line of Spa Road touches the west line of Sanford Street; thence with the southernmost side of Spa Road, North 38° 46' East, 63.66 feet to a point; thence leaving said side of said road and with a fence line, South 39° 12' 40" East, 139.13 feet to a fence corner; thence North 55° 29' 10" East, 51.32 feet to a fence corner; thence South 37° 07' 10" East, 119.13 feet to a fence corner; thence South 51° 37' 20" West, 110.76 feet to a fence corner; thence North 38° 54' 50" West, 251.54 feet to the place of beginning.

That heretofore filed as Plaintiff's Exhibit No. 2 and prayed to be taken as part and parcel hereof is a plat depicting the possession survey of the property referred to in paragraph No. 1, supra, showing the same to have an area of 0.41 acre, according to a survey made in December, 1955, by T.T. Pantaleo, Registered Surveyor.

That within the confines of the 0.41 acre parcel hereinbefore referred to and as shown on said possession survey plat lies the original lot of land acquired by Andrew Gray from James Revell and Agnes, his wife, by deed of exchange dated November 26, 1905 and recorded among said Land Records in Liber GW No. 46, Folio 391, a certified copy of said deed having been filed heretofore in these proceedings as Plaintiff's Exhibit No. 3 and prayed to be taken as part and parcel thereof.

That even though the said Andrew Gray had fee simple title by grant only to that lot acquired from James Revell and wife as aforesaid, he had, nevertheless, actually enclosed all of the land shown in said possession survey and had used the same openly, no-

57

toriously, exclusively, hostilely and adversely for a period in excess of twenty (20) years as his own prior to the date of the said Andrew Gray's deed to your Orator, to wit: April 24, 1956; that, therefore, the said Andrew Gray had acquired fee simple title to all of the land in excess of his granted boundaries by adverse possession.

That the record title to that portion of the entire 0.41 acre tract which was acquired by the said Andrew Gray by adverse possession is vested in Carroll H. Hynson and Addell, his wife, John M. Thomas and Hallie G., his wife, Elmer E. Gelhaus and Minnie, his wife. Eugene E. Gelhaus and Alice, his wife, Frederick L.J. Gelhaus, Jr., Albert E. Housley and Louise G., his wife, Samuel Jones and Gloria G., his wife, Oden F. Pumphrey and Marie, his wife, Kent Worthington and Elizabeth M.C., his wife, Edward Lichtenberger and Thelma June, his wife, and James Kentuck and the unknown heirs of James Revell and Agnes Revell, his wife.

It is thereupon, this 12th day of July, 1960, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that the said George B. Woelfel, by causing a copy of this Order of Publication to be inserted in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, on or before the 15th day of August, 1960, giving notice of the object and substance of this bill to the said James Kentuck and the unknown heirs of James Revell and Agnes Revell, his wife, and warning them to be and appear in this Court, in person or by solicitor, on or before the 16th day of September, 1960, to make their defense, if any they have, or otherwise Decree will be entered against them as prayed in the bill.

George T. Cromwell
Clerk

Legal Notice

George B. Woelfel, Esq.
9 School Street
Annapolis, Maryland

In the Circuit Court
For
Anne Arundel County
No. 12,522 Equity

GEORGE B. WOELFEL
vs
JAMES KENTUCK,
the unknown helrs of
JAMES REVELL and AGNES
REVEL, hls wife,
CARROLL H. HYNSON, et al

Order Of Publication

Whereas two successlve summons against James Kentuck, who was made a party defendant to these proceedings by Order of Court dated January 29, 1960, whose whereabouts are unknown, have been rcturned by the Sberiff of Anne Arundcl County "non est" and the Court by its Order passed on the 13th day of June, 1960, has directed the Plaintiff to proceed against the sald James Kentuck by Order of Publication as though he were a non-resident and

Whereas the amended bill was further amended by adding tbe unknown heirs of James Revell and Agnes Revell, his wife by Order of Court dated the 11th day of June, 1960, as party defendants with leave to proceed against tbem by Order of Publication.

The object of the amended bill:

Is that this Court may decree that George B. Woelfel has a good and merchantable title in fee simple in and to, absolute ownership and exclusive right of dlsposition of the land and premises in this suit involved; that this Court may issue its injunction against the assertion by any and all of the parties named as respondents of their said claims by any action at law or otherwlse and that your Plaintiff may have such other and further relief as bis case may require.

The amended bill recites:

That your Orator is in constructive and peaceable possession of a parcel of land lying on the south side of Spa Road in the City of Annapolis both under color of title and by reason of the adverse possession thereof for tbe statutory period by your Orator's predecessor, Andrew Gray; that said parcel of land was conveyed unto your Orator, George B. Woelfel, by the said Andrew Gray by deed dated April 24, 1956 and recorded among the Land Records of Anne Arundcl County in Liber GTC No. 1080, Folio 110, as per the original of said deed heretofore filed as Plaintiff's Exhibit No. 1 and prayed to be taken as part and parcel bereof; that said parcel of land lying on the soutb side of Spa Road, City of Annapolis, Sixth Election District of Anne Arundel County, is more particularly described as follows:

Beginning for the same at a point wbere tbe south line of Spa Road touches the west line of Sanford Street; thence witb tbe southernmost side of Spa Road, North 38 degrees 46', East 63.66 feet to a point: thence leaving said side of said road and with a fence line, South 39 degrees 12' 40" East, 139.13 feet to a fence corner; thence North 55 degrees 29' 10" East, 51.32 feet to a fence corner; thence South 37 degrees 07' 10" East, 119.13 feet to a fence corner; thence South 51 degrees 37' 20", West, 110.76 feet to a fence corner; tbence North 38 degrees 54' 50" West, 251.54 feet to the place of beginning.

No. 59

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 150 PAGE 262

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 9, 1960

We hereby certify, that the annexed Order of Publication Eq. 12,522 James Kentuck was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of August, 1960. The first insertion being made the 13th day of July, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

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By St. Tilghman

That heretofore filed as Plaintiff's Exhibit No. 2 and prayed to be taken as part and parcel hereof is a plat depicting the possession survey of the property referred to in paragraph No. 1, supra, showing the same to have an area of 0.41 acre, according to a survey made in December, 1955, by T. T. Pantaleo, Registered Surveyor.

That within the confines of the 0.41 acre parcel hereinbefore referred to and shown on said possession survey plat lies the original lot of land acquired by Andrew Gray from James Revell and Agnes, his wife, by deed of exchange dated November 26, 1905 and recorded among said Land Records in Liber GW No. 46, Folio 391, a certified copy of said deed having been filed heretofore in these proceedings as Plaintiff's Exhibit No. 3 and prayed to be taken as part and parcel thereof.

That even though the said Andrew Gray had fee simple title by grant only to that lot acquired from James Revell and wife as aforesaid, he had, nevertheless, actually enclosed all of the land shown in said possession survey and had used the same openly, notoriously, exclusively, hostilely and adversely for a period in excess of twenty (20) years as his own prior to the date of the said Andrew Gray's deed to your Orator, to wit: April 24, 1956; that, therefore, the said Andrew Gray had acquired fee simple title to all of the land in excess of his granted boundaries by adverse possession.

That the record title to that portion of the entire 0.41 acre tract which was acquired by the said Andrew Gray by adverse possession is vested in Carroll H. Hynson and Addell, his wife, John M. Tomas and Hallie Q., his wife, Elmer E. Gelhaus and Minnie, his wife, Eugene E. Gelhaus and Alice, his wife, Frederick L. J. Gelhaus, Jr., Albert E. Housley and Louise G., his wife, Samuel Jones and Gloria G., his wife, Oden F. Pumphrey and Marie, his wife, Kent Worthington and Elizabeth M.C., his wife, Edward Lichtenberger and Thelma June, his wife, and James Kentuck and the unknown heirs of James Revell and Agnes Revell, his wife.

It is thereupon, this 12th day of July, 1960, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that the said George B. Woelfel, by causing a copy of this Order of Publication to be inserted in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, on or before the 15th day of August, 1960, giving notice of the object and substance of this bill to the said James Kentuck and the unknown heirs of James Revell and Agnes Revell, his wife, and warning them to be and appear in this Court, in person or by solicitor, on or before the 16th day of September, 1960, to make their defense, if any they have, or otherwise Decree will be entered against them as prayed in the bill.

George T. Cromwell
Clerk

TRUE COPY,
TEST: George T. Cromwell
Clerk

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

August 13, 1960

Mr. Noah A. Hillman,
Annapolis, Maryland.

Dear Sir:

This is to authorize you to represent me in the matter of the suit pending in the Circuit Court for Anne Arundel County, being No. 12,522 Equity, to file an Answer and to do everything in your judgment necessary to be done in my behalf.

Very truly yours,

James Kentuck

James Kentuck

Authorization to Represent Defendant

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BOOK 150 PAGE 265

GEORGE B. WOELFEL,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
CARROLL H. HYNSON, ET AL,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 12,522 EQUITY

* * * * *

ANSWER OF JAMES KENTUCK TO
AMENDED BILL OF COMPLAINT

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of James Kentuck, one of the Defendants herein, to the Amended Bill of Complaint, by Noah A. Hillman his Solicitor, respectfully shows:

1. That he denies the allegations of paragraph No. 1 as to so much thereof which alleges the Plaintiff to be in constructive and peaceable possession of the land. The matters of record therein mentioned and their bearing on the issues of this case are neither admitted nor denied.

2. That he denies the allegation of paragraph No. 2 as to so much thereof which states that the plat mentioned depicts possession.

3. That he neither admits nor denies the allegations of paragraph No. 3 but requires proof thereof.

4. That he denies the allegations of paragraph No. 4.

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

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5. That he neither admits nor denies the allegations of paragraph No. 5 but affirmatively shows that he is the owner, by grant, of a portion of the land claimed by the Plaintiff, having acquired the same from Carroll H. Hynson and Addel Hynson, his wife, by deed dated December 24, 1953 and duly recorded among the Land Records of Anne Arundel County in Liber JHH No. 804, folio 540 and the same being known as Lot No. 38 of Capitol Hill Manor. Further, this Defendant shows that he has paid the real estate taxes on said lot of ground which he acquired regularly to both the City of Annapolis as well as to the County Treasurer for State and County taxes.

6. Finally answering the Amended Bill of Complaint this Defendant believes, and therefore avers that this Court in Equity, has no jurisdiction to determine the issue raised, namely, title to the land and that the Bill of Complaint should be dismissed.

Wherefore, having answered the Amended Bill of Complaint as fully as he can this Defendant prays that the same be dismissed with costs.

And, as in duty bound, etc.

Noah A. Hillman
Solicitor for James Kentuck,
Defendant

I hereby certify, that on this 19th day of August, 1960, I mailed a copy of the foregoing Answer, in the above entitled case, to Thomas J. Curley, Esq., 9 School Street, Annapolis, Maryland, Solicitor for Plaintiff and copy to Albert J. Goodman and Theodore G. Bloom, Attorneys, South Street, Annapolis, Maryland, Solicitors for Carroll H. Hynson and wife and John M. Thomas and wife.

Noah A. Hillman
Solicitor for James Kentuck,
Defendant

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

BOOK 150 PAGE 267

GEORGE B. WOELFEL	:	NO. 12.522 EQUITY
	:	IN THE CIRCUIT COURT
VS.	:	FOR
CARROLL H. HYNSON, et al.	:	ANNE ARUNDEL COUNTY

: : : : : : :

PLAINTIFF'S MOTION TO DISMISS CASE
AS AGAINST TWO OF THE DEFENDANTS
AND ORDER OF COURT THEREON

George B. Woelfel, plaintiff, having reached an amicable settlement with the defendants John M. Thomas and Hallie Q. Thomas, his wife, respectfully moves the Court to pass an order in the premises dismissing this case with prejudice as against said defendants.

George B. Woelfel
George B. Woelfel, Plaintiff

Thomas Curley
Thomas Curley
Solicitor for Plaintiff

ORDER

Upon the foregoing motion of the plaintiff, it is this 15th day of November, 1960, ordered that the above-entitled case be, and the same is hereby, dismissed with prejudice as against the defendants John M. Thomas and Hallie Q. Thomas only.

Matthew S. Evans
Judge

FILED
1960 DEC 15 AM 11:01

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

63

GEORGE B. WOELFEL,	:	IN
Plaintiff	:	THE CIRCUIT COURT
vs.	:	FOR
CARROLL H. HYNSON, et al	:	ANNE ARUNDEL COUNTY
Defendant	:	NO. 12,522 EQUITY

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

TESTIMONY TAKEN ON BEHALF OF PLAINTIFF

August 28, 1963

&

July 18, 1963

Present:

Mr. George B. Woelfel, Plaintiff

Mr. Emanuel Klawans, Court Examiner & Master

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Hoseph B. Chambers, pages 2 - 4

James A. Wallace, pages 5 - 6

George B. Woelfel, pages 7 - 11

63

Joseph B. Chambers, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address.

A. Joseph B. Chambers, 927 Spa Road, Annapolis.

2. Did you know Andrew Gray?

A. Yes, sir.

3. How long did you know him?

A. About forty years.

4. Where did you live in relation to Gray?

A. There was one house in between us.

5. Did Gray own any property on Spa Road?

A. Yes.

6. Did his lot or lots face on Spa Road?

A. Yes, sir.

7. Did he have an enclosure or fence on Spa Road?

A. He had fence all around his property.

8. And how far did it extend on the front, from whose property?

A. From Mr. Lee's property to Mr. George Scible's property.

9. And George Scible's property is what they used to call "Scible's Row"?

A. Yes, sir.

10. And Lee's property was the Sheriff's?

A. Sheriff Lee, yes.

11. And how far back did it go?

A. Went back to Mr. Lee's property which is the while High School property now.

12. And how long was that fenced in to your knowledge?

A. To my knowledge that fence was there about forty years or more, ever since I have known Mr. Gray.

13. Ever since you have known him?

A. Yes, sir.

14. And you lived how far from that property?

A. Second door from Mr. Gray.

15. Next to Mr. Lee?

A. Yes.

16. Did Andrew Gray always claim this property as his own?

A. Yes, sir, always claimed it as his own.

17. Did he use the property?

A. He used the property for poultry. He had chickens, hogs, ducks and geese.

18. About how much front does Gray have fenced in on Spa Road?

A. Maybe around about forty or forty five feet in front.

19. In other words, it was a fifteen foot lot he bought?

A. I couldn't say that, Mr. Woelfel, but he had it all fenced in.

20. And that fence continued between him and Mr. Lee all the way down?

A. All the way down.

21. To the property which is now the high school?

A. Yes.

22. You say Gray used it all the time as his own?

A. All the time as his own, yes sir.

23. And had it fenced in for forty years and allowed nobody to -

A. Couldn't go across it, no.

24. Do you remember James Brashears?

65

A. No, sir, I don't know him.

25. Don't know whether he had any children or not?

A. No, sir.

QUESTION BY THE EXAMINER:

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

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

Answer. No.....

Signature. Joseph B. Chambers

James A. Wallace, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State you r name and address.

A. James A. Wallace, 210 Admiral Drive.

2. How old are you, Mr. Wallace?

A. Sixty two.

3. And did there come a time when you lived near the property of Andrew Gray?

A. Yes.

4. How close did you live to the property claimed by Andrew Gray?

A. I lived at St. Mary's Cemetery.

5. That's directly across the road from the cemetery on Spa Road?

A. Yes.

6. Did Andrew Gray have any property fronting on spa road?

A. Yes.

7. About how many feet?

A. Well I know it was his property from Mr. Lee's property to George Scible's Row.

8. In other words, he had fenced in from the fence of Sheriff Lee's to the fence of George Scible's?

A. Yes.

9. How far back did the fence extend?

A. Back to what is now the Annapolis High School.

10. The fence is still there at the High School?

A. You mean when the High School -

11. I said the property before that, he had a fence there?

68 A. He had a fence all around it.

12. How long did that fence exist around that property?

A. Well to my knowledge I was around fifteen or sixteen years old, forty some years.

13. Did Gray use this property as his own?

A. Yes.

14. Did he cultivate it?

A. Yes.

15. Have hogs on it?

A. Hogs and chickens and garden spot.

16. Did he allow anybody else to come across it?

A. No, sir.

17. Was his possession open and notorious, could you see that Gray was claiming it?

A. I used to visit him.

18. I said could you see he was claiming it by the fence and all?

A. Oh, yes.

19. And you say he was hostile and he allowed no one to go across it?

A. Oh, no.

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. James A. Wallace

George B. Woelfel, a witness of lawful age being first duly sworn, deposes and says:

I am a plaintiff in this course of action, and I am an attorney at Law, practicing since 1924 at the Maryland Bar. I examined the title to this property and I find that Gelhaus owned all this property in question at one time. That he laid off the property in lots, those binding on Spa Road had a frontage of 15 feet each, with a depth of approximately 150 feet. On September the 6th, 1904, Frederick L. J. Gelhaus and Antoniette D. Gelhaus, his wife, conveyed to Andrew Gray a lot on Spa Road, beginning fifteen feet from the east side of Sanford Street, having a frontage of 15 feet on Spa Road, and 151 feet deep. A certified copy of said Deed I will file herewith as Exhibit No. 1)

(LEAVE RESERVED TO FILE DEED MARKED EXAMINER'S EXHIBIT NO. 1)

James Brashears purchased a lot from Gelhaus, correction, James Revell purchased a 15 foot tract of land adjoining Gray, that was bounded on the south side by Sanford Street, on the north side by Gray, on the front by Spa Road, 151.42 feet deep. It seemed that Gray built his house on Revell's lot. As a result there of, on November the 26th, 1905 James Revell and Andrew Gray and his wife, made a Deed of exchange, so that Gray's house was then located on the proper lot. November the 21st, 1908 James Revell and wife, attempted to mortgage the property.

(Mr. Klawans)

1. What property?

71 A. The lot.

2. You just said Gray owned it.

A. Gray owned fifteen feet. Revell owned fifteen feet. There were two lots sold there adjacent to each other.

3. And Revell attempted to sell his fifteen feet, is that right?

A. To mortgage his fifteen feet. Apparently the mortgage is defective in that the property conveyed therein was the property originally sold to Gray; not having paid Gray the money, Gray took over the property of Revell and claimed it as his own. As a result Gray then had the fifteen foot lot of his own on Spa Road, and the fifteen foot lot of Revell adjacent to him.

4. By adverse possession?

A. And held it to my knowledge from 1928, along in there until he died or until he conveyed the property to me. Revell and his wife both died and nobody has ever heard of them having any children. The result thereof was, that I published an Order of Publication against all unknown heirs of James Revell and his wife. There was no Will of Revell on record. In other words, Revell had a fifteen foot lot and Gray had a fifteen foot lot. As I stated, Gray built his house on the lot owned by Revell. Then they exchanged lots. Subsequently, Revell built a little shack and Gray, Mrs. Gray loaned him $225.00, and he executed a mortgage for it to Gray. This mortgage was foreclosed and bought in by Gray. However, I am of the opinion that the mortgage was no good, defective, in that the land that was mortgaged to secure the money was the property owned by Revell prior to the exchange. So in reality what happened was that Revell mortgaged Grays' property.

72

5. Revell mortgaged property he no longer owned?

A. That's right, Gray's property. Gray put Revell off the property and held it adversely to my knowledge from 1928 down to the time he executed the Deed to me in the fifties. These two lots border on what was known as Sanford Street on the plat. However, Gelhaus/who owned it all, he died right after the War in 1919, and the only lots being sold out of the tract was the two lots which Gray held and the adjoining lot which was Scible's, known as Scible's Row. Mr. Lee, William D. K. Lee, was a Deputy Sheriff and lived next to Gray, took half of Sanford Street, which was thirty feet in width and ran a fence all the way down from Spa Road to the Annapolis High School Property, a distance of 251.54 feet, so that Gray now had on the west side 251.54 feet fence line. Gray then ran a line approximately with the division line of the McGluckian property, which is now the Annapolis High School property, a distance of 94 feet. There was a fence there so that the east side of Gray's property, east side of the property now claimed by Gray, ran back to the High School. Gray did not run all the way to Hynson's place, a street laid out on the plat, apparently because there was a drain ditch about six feet this side of it. He ran his fence line straight up and parallel with the center of the line of Sanford Street, 119.13 feet. He then came across the back of Scible's property which was fenced, 51 feet to his north line, and then he followed his own line, 159.88 feet to the south side of Spa Road, then on Spa Road he had his 15 feet, the fifteen feet of Revell and 15 feet of Sanford Street. So that

73

the frontage on Spa Road was 46.9 feet. Gray used all of that property to my knowledge from 1928 to 1952. He had a chicken yard in the back and a little garden there and then farther back he had a hog pond. We have pictures in this case disclosing where the hog pond was at the present and the chicken yard and the garden.

6. Were these pictures filed in evidence in the trial in Howard County?

A. Filed down here, somewhere down here. Those pictures have been filed in the Equity, this Equity case and also were used in the Law case in Howard County.

7. Is the plat that is filed in 12,522 Equity, attached to the Deed, does that plat show the properties you have just testied to?

A. This plat marked Plaintiff's exhibit No. 2 in the Equity case you mentioned was made by Theodore Pantello, Registered Land Surveyor, at my instructions in December 1955, and discloses the actual possession lines as shown by the fences.

8. That Gray held possession of?

A. That he held possession of.

9. Has the title of Gray of the land within those possession lines been established in a suit at Law?

A. Title to lots No., we haven't tried the Kentuck case, yet. Can't get hold of him, he is in the Navy. Title to Lot No. 36, 37 and 39 in the name of Carroll Hynson and wife, was tried in the Circuit Court for Howard County in Law and the lines were established and the verdict was for the Plaintiff. This suit now is to establish title to the tract having a frontage on

74

Spa Road of 46.9 feet with a depth of 151.42 feet, with 45 ree-
in the rear, and 157.88 feet back to Spa Road. That will clear
everything in the tract with the exception of Lot 38, which
Hynson sold to one James Kentuck December the 24th, 1953. That
Deed is recorded among the Land REcords of Anne Arundel County
in Liber J.H.H./ 804, folio 540. A certified copy is in the record.
The Kentuck case has not been tried because at present he is
in the Navy and each time the case is set for trial he sends
a telegram that he can not attend. However, we propose to have
another date set which will be convenient to him in advance and
then to have the case tried that day whether he appears or not.
In conclusion I wish to state, that since 1928 to my knowledge,
Gray has enclosed the property, asserted ownership to the land
within his enclosure for a period of more than twenty years
exclusively, notoriously and actual hostile possession. In
other words, he allowed nobody to come across.

10 Who paid the taxes on this front tract?

A. On the front tract Gray paid them.

11. That is now in question?

A. That is in this present proceeding Gray always paid the taxes
on the property in the front tract, because the back tract,
Hynson and Kentuck have paid them since they became owners,
sinc e they got record title to the property. I would like
to file also, the memborandum and Order of Court dated May the
15th of '63, made by James Macgill, Associate Judge of the
Fifth Judicial Circuit.

(MEMO AND ORDER FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

75

QUESTION BY THE EXAMINER:

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

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

Answer.....

Signature.....

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

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

Witness my hand and seal this 5th day of ~~August~~ September, 1963.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $25.00

S.M. $11.00

 M. Woelfel

IN THE CIRCUIT COURT FOR HOWARD COUNTY

GEORGE B. WOELFEL	:	
	:	
VS.	:	NO. A-583 LAW
CARROLL H. HYNSON and ADELL M. HYNSON, his wife	:	
	:	

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

MEMORANDUM AND ORDER

In this case, an ejectment proceeding, the primary issue presented is whether or not the Plaintiff's predecessor in title, Andrew Gray, had acquired good title by adverse possession to the major part of what are now designated as lots numbered 36, 37 and 39 on a subdivision of the Defendants known as "Capital Hill Manor", being a portion of the land acquired by the Defendants by deed dated February 7, 1948, from Frederick L. J. Gelhaus, Jr., substituted trustee under the will of Frederick L. J. Gelhaus, Sr. A description of the layout of the property in question and the surrounding properties and neighborhood will not be attempted since the plats and photographs in evidence are more effective for this purpose.

The evidence showed that Andrew Gray acquired a lot fifteen feet wide and one hundred and fifty feet deep in 1905. He lived in a house on this property until 1955 and then was moved to Washington, D. C., where he died in April, 1957. On April 24, 1956, he had conveyed the lot and additional land, including that in controversy, to the Plaintiff, an attorney, who had represented him in a divorce action and several other matters.

In addition to the Plaintiff himself, a number of witnesses who had lived in, and been familiar with, the neighborhood over various and extended periods of time, testified that the property in questio

78

Examiner's Exh
E K Cravens, Examiner

had been fenced in by Andrew Gray from about 1918 until about 195 or 1955. Mr. Gray had utilized the land on which he had encroached for raising vegetables and keeping hogs and poultry. Part of the fence referred to was made out of old boards and odds and ends and part of it was wire. It was testified by several of these witnesses that Mr. Gray had refused to permit anyone to enter or cross his enclosure.

One of the defendants, Mr. Hynson, who had been familiar with the property and the surrounding area since childhood, denied that the lots had been completely fenced around. He testified further that during the last war, during the years 1941-1945, a number of the nearby residents had used the land to cultivate "victory gardens" and had enclosed their plots with make-shift fences from materials they took from the nearby dump.

Another witness for the Defendants, who had lived near the Gray property until four years ago, and who had been a friend of Mr. Gray, testified that there had been no fence around the area in dispute. There had been a ramshackle barrier composed of old crates and bedsprings put up by Mr. Gray along the boundary of "Seibel's Row" as far as the privy but nothing beyond that. According to this witness, everybody had used the land behind the Gray dwelling and that during the second world war a number of people who lived in "Seibel's Row", as well as Mr. Gray, had used the land for small vegetable gardens.

The telling evidence in support of the claim that Gray had, in fact, enclosed the area in question for his exclusive use was the testimony of Mr. Theodore Pantaleo, now Director of Public Works for Anne Arundel County, who surveyed the property for the Defendants in September, 1948, and of Mr. Lester R. Holland, who was building inspector for the City of Annapolis in 1952, when the properties in the neighborhood, including the Hynson property, were

79

surveyed in connection with a water and sewerage program.

Mr. Pantaleo testified that, when he went on the property to make his survey, he found a fence located approximately as testified to by the lay witnesses for the Plaintiff. The fence appeared to him to have been there for some time. When he prepared his preliminary subdivision plat, he indicated by red lines the area enclosed by the Gray fence line. He went into the area without hindrance from Mr. Gray, whom he saw standing in his yard, and staked out for lots for the Defendants.

Mr. Holland also observed the fence, within which pigs were kept at the time. It appeared to him to be of a temporary nature. The plat prepared by Whitman, Requardt and Associates in April, 1952, in connection with the water and sewerage program, indicated traces of fencing on the westerly side of the area in question in accordance with the line located by the other witnesses. The traces on the easterly side, however, were indicated as being somewhat further in than the line observed by Mr. Pantaleo and the other witnesses for the Plaintiff.

Photographs offered in evidence show vaguely but unmistakably, to this Court at least, traces or remains of an old fence row along the westerly side of the disputed area behind what was "Seibel's Row". Mr. Hynson had cleared the land up to this point.

This Court, in assessing the evidence, finds that the Plaintiff has established by the preponderance of the evidence that Andrew Gray had continuously asserted ownership of the land within his enclosure for more than twenty years in exclusive, notorious and actual hostile possession. Tamburo v. Miller, 203 Md. 329.

It is true that Mr. Gray made no objection to Mr. Pantaleo's entry for the purpose of staking out the lots, but it should be observed in this connection that he was an elderly and illiterate colored man and, therefore, may have been hesitant about attempting to "chase off" Mr. Pantaleo. Mr. Woelfel, on the other hand, testi-

fied, although Mr. Hynson denied it, that Mr. Hynson had told him, in the early part of 1956, at the Court House door in Annapolis, that Mr. Gray had chased him off with a shotgun when he attempted to claim the land in question. In view of Mr. Hynson's somewhat contradictory testimony in which he had first said that he bull-dozed the lots in question in 1948, and his later admission that he had not and that "there was something there, I wouldn't call it a fence", and that he had not bull-dozed the lots because they were "too low", there are grounds for believing that he had reason to anticipate trouble from Mr. Gray if he attempted to assert possession of the land.

The Defendants assert, however, two other defenses to the suit. They maintain (1) That under the terms of the trust created by the will of Frederick L. J. Gelhaus, "any adverse possession must have begun during the existence of the equitable life estate (in the widow) and could not run against the legal remainder, so that the most Andrew Gray could have acquired was a life estate pur autre vie, which terminated in 1953," and (2) That since Mr. Woelfel instigated this litigation and then acquired title to the res from his own client, his acquisition of the title was champertous and therefore void under the provisions of the statute of 32 Henry VIII, chapter 9.

The first contention was raised and rejected by this Court in the case of Andrew Gray vs. Elizabeth Kramer, and others, No. 11,734, Circuit Court for Anne Arundel County. That file, including the opinion, was offered in evidence in this case, and the opinion filed therein is adopted as controlling the point raised here.

As to the defense of champerty, it is strongly indicated in Schaferman v. O'Brien, 28 Md. 565, 574, that the statute in question has become obsolete in this state. Also, it appears to be the rule that it is not champerty for a client to assign to his

81.

attorney an interest in the subject matter in payment of a precedent debt or for services actually rendered. "Champerty and Maintenance", 14 C.J.S., section 14, page 363. Mr. Woelfel had testified that the bulk of the money representing the purchase price of the Gray property was owed to him by Gray for fees and expenses for past services. Accordingly, it is concluded that the defense of champerty is without merit.

The Clerk is directed to enter a judgment nisi for the Plaintiff against the Defendants for the property sought to be recovered and described in the declaration, as well as for one cent damages and costs.

May 15th 1963

James Margill
Judge

TRUE COPY TEST

A. Harvey Hill CLERK

82

GEORGE B. WOELFEL, : No. 12,522 Equity BOOK 150 PAGE 286

Plaintiff, In The Circuit Court For

vs. Anne Arundel County.

CARROLL H. HYNSON, ET AL,

Defendants.

REPORT OF MASTER IN CHANCERY

George B. Woelfel brought this action under what is now Article 16 section 128 of the Code, to quiet his title to specified land in Anne Arundel County, Maryland.

He alleges that he is in constructive peaceful possession of the land, and has title of record to part of it, and has title to the rest of it by adverse possession in himself and in his predecessor in title, Andrew Grey. He further alleges that the several defendants each has title of record to parts of the land claimed by him.

Plaintiff has dismissed his suit, with prejudice, as to two of the original defendants, John M. Thomas and Hallie Q. Thomas.

His suit against Carroll H. Hynson and Addell Hynson, his wife, after mesne proceedings which constitute most of the proceedings had in this action, was transferred to law, where it has resulted in a judgment of the Circuit Court for Howard County that the plaintiff has title by adverse possession to the part of the land to which those two defendants held record title. A copy of Judge Macgill's opinion and order has been filed in this proceeding as Examiner's Exhibit 2. The case was tried before the Court, without a jury.

His suit against James Kentuck has been transferred to law, where it is awaiting trial.

The following defendants have been duly served with process, and have not made appearance or filed answer, and decree pro confesso should be obtained against them:- Elmer E. Gelhaus and Minnie Gelhaus, his wife; Eugene E. Gelhaus and Alice Gelhaus, his wife; Frederick L.J. Gelhaus, Jr; Albert E. Housley and Louise G. Housley, his wife; Samuel Jones and Gloria G. Jones, his wife; Oden F. Pumphrey and Marie Pumphrey, his wife; Kent Worthington and Elizabeth M. G. Worthington, his wife; Edward Lichtenberger and Thelma June Lichtenberger, his wife; the unknown heirs of James Revell and Agnes Revell, his wife. This case remains to be decided by this Court as to these defendants.

83

The plaintiff has produced here some of the evidence which was produced before Judge Macgill, and it suffices to show that plaintiff is entitled to part of the land claimed by title of record, and to the rest of the land claimed by adverse possession in himself and in his predecessor in title, Andrew Grey. In brief, Andrew Grey had record title to one or more parts of the land claimed, and for about 40 years he kept all of the land now claimed by plaintiff fenced in, and kept livestock on it, and farmed it, and openly claimed it as his own, and kept all others off of it. This is established by testimonies of two witnesses who were Grey's neighbors, and by a surveyor's plat which shows the fence lines found by the surveyor, and by testimony of George B. Goelfel.

It is believed that the defendants who have not appeared or contested this case ought not be charged with court costs. It is not their fault that they had title of record or had this cast upon them by inheritance. Court costs up to the time that the action against Carroll H. Hynson and Addell Hynson, his wife, was transferred to law, should be charged to those two defendants, and the rest of the court costs should be charged to plaintiff.

9/5/63 The testimony was filed.

The case will be ready for decree, and the decree submitted herewith is recommended, after a decree pro confesso has been obtained against the defendants in default and thirty days after date of decree pro confesso.

E. [illegible]

Master In Chancery

BOOK 150 PAGE 288 No. 12,522 Equity

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 5th day of September, 19 63, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, George B. Woelfel,

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

Elmer E. Gelhaus, Minnie Gelhaus, Eugene E. Gelhaus, Alice Gelhaus, Frederick L.J. Gelhaus, Jr., Albert E. Housley, Louise G. Housley, Samuel Jones, Gloria G. Jones, Oden F. Pumphrey, Marie Pumphrey, Kent Worthington, Elizabeth M.G. Worthington, Edward Lichtenberger and Thelma June Lichtenberger

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 5th day of September, 19 63.

Notarial Seal

Mary M. Hoff
Notary Public

My Commission will expire on: May 3rd, 1965.

Filed,

FILED
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85

BOOK 150 PAGE 289

George D. Woelfel	:	No. 12,522 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Carroll H. Hynson, et al	:	Anne Arundel County
	:	

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

DECREE PRO CONFESSO

The defendants, Elmer E. Gelhaus, Minnie Gelhaus, Eugene E. Gelhaus, Alice Gelhaus, Frederick L.J. Gelhaus, Jr., Albert E. Housley, Louise G. Housley, Samuel Jones, Gloria G. Jones, Oden F. Pumphrey, Marie Pumphrey, Kent Worthington, Elizabeth M.G. Worthington, Edward Lichtenberger, Thelma June Lichtenberger and the unknown heirs of James Revell and Agnes Revell, his wife, after being duly summoned and by order of publication duly published, having failed to appear to the bill of complaint and answer same according to the command of the said order of publication and writ of summons

It is thereupon this 9th day of September, 1963, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED and DECREED that said bill of complaint be and the same is hereby taken pro confesso against said defendants.

And it is further ordered that leave is hereby granted to the Plaintiff to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said bill, upon due notice to the aforesaid defendants of the time and place of the taking of such testimony

George Jackson
Judge

FILED

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4p

GEORGE B. WOELFEL, : No. 12,522 Equity

Plaintiff, In the Circuit Court For

vs. Anne Arundel County.

CARROLL H. HYNSON, :

Defendant.

PETITION AND SUPPLEMENTAL REPORT OF MASTER IN CHANCERY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Emanuel Klawans, as Master In Chancery, respectfully shows:-

1. In his original report, the petitioner stated that a decree pro confesso was needed against named defendants who had been duly served with process and had not made appearance or filed answers. Accordingly, this Court passed a decree pro confesso against those defendants dated September 9, 1963.

2. That plaintiff notified this petitioner that a decree pro confesso had been granted against those defendants June 30, 1961; and the petitioner has found this decree pro confesso which is now filed in Law A-5770 instead of in the record of this proceeding in Equity. Petitioner therefore requests that the decree pro confesso dated September 9, 1963 be stricken from this record.

3. That the testimony before this petitioner was taken July 18, 1963 and August 23, 1963, at which times the record of this case was in the Circuit Court for Howard County and was not seen by this petitioner. Plaintiff had not given notice of taking testimony to the defendants in default, and he claims such notice was not necessary, and he desires to himself discuss this with the Court.

If notice to the defendants of the time and place of taking testimony is necessary, the testimony should be refiled after such notice has been given, and be in Court for ten days, and the case will then be ready for decree. If such notice is not necessary, the case will be ready for decree 9/16/63. The decree submitted herewith is recommended.

E. Klawans
Master In Chancery

FILED 1963 SEP 13 PM 12:02

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ORDER OF COURT

Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 20th day of September, 1963, that the decree pro confesso granted by this Court September9, 1963 is hereby stricken from the record of this case, as such decree had already been granted by this Court June 30, 1961, filed in Law A-5770.

George Sachse Judge

87

BOOK 150 PAGE 291

GEORGE B. WOELFEL, : No. 12,522 Equity

Plaintiff, In The Circuit Court For

vs. Anne Arundel County.

:

CARROLL H. HYNSON,

Defendant.

DECREE

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

It is thereupon, this 25th day of September, 1963, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered, and decreed, as against Elmer E. Gelhaus and Minnie Gelhaus, his wife, Eugene E. Gelhaus and Alice Gelhaus, his wife, Frederick L.J. Gelhaus, Jr., Albert E. Housley and Louise G. Housley, his wife, Samuel Jones and Gloria G. Jones, his wife, Oden F. Pumphrey and Marie Pumphrey, his wife, Kent Worthington and Elizabeth M. G. Worthington, his wife, Edward Lichtenberger and Thelma June Lictenberger, his wife, and the unknown heirs of James Revell and Agnes Revell, his wife:-

1. That George B. Woelfel, plaintiff, has the absolute ownership and right of disposition of all that parcel of land in Anne Arundel County, Maryland, described in a deed to George B. Woelfel from Andrew Grey, dated April 24, 1956, recorded among the land records of said County in liber G.T.C. No. 1080 folio 110 et seq., as against said defendants.

2. That the said defendants are hereby enjoined from asserting any claims in or to said land or any part or parts thereof, at law or otherwise, under deeds or instruments of record, or otherwise, based upon any matters or events which have occurred up to this time.

3. That Carroll H. Hynson and Addell Hynson, his wife, pay the costs of those of the proceedings in this cause which were brought by plaintiff against said two defendants, up to the time that same were transferred to law; and that George B. Woelfel, plaintiff, pay the remaining costs of this proceeding.

George Sachse Judge

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1963 SEP 25 AM 11:03

88

GEORGE B. WOELFEL, : No. 12,522 Equity

Plaintiff, In The Circuit Court For

vs. Anne Arundel County.

CARROLL H. HYNSON, ET AL, :

Defendants.

BOOK 150 PAGE 292

PETITION OF MASTER IN CHANCERY

To The Honorable, The Judges of said Court:

Emanuel Klawans, as Master In Chancery, respectfully shows:

1. That George B. Woelfel filed bill of complaint in this case under Art. 16 sec. 128, which provides that where an owner of land is in peaceful possession of same (and therefore unable to sue at law for tresspass or in ejectment) he may file a bill in equity against others who claim title, to quiet title. He alleged that he has title by adverse possession of designated land to which the defendants had record title.

2. All defendants were duly served with process. None of the defendants appeared, except Carroll H. Hynson and Addell Hynson, his wife, and, at a later stage of the proceedings, James Kentuck was made a party defendant and appeared. After mesne proceedings, the cases against the Hynsons and against Kentuck were transferred to law for trial of issues of adverse possession. In the case against the Hynsons, judgment was that George B. Woelfel has title by adverse possession of the land claimed by the Hynsons.

3. In this petitioner's original report, this petitioner recommended that the defendants who had not appeared to contest this action ought not be charged with the court costs; that the Hynsons be charged with the court costs of only those of the proceedings in this case as were between them and plaintiff, and that plaintiff pay the rest of the costs of this proceeding. This Court so ordered, in paragraph No. 3 of the Decree passed by this Court on September 25, 1963.

4. That the solicitors for Carroll H. Hynson and Addell Hynson now call attention of this petitioner to a Decree of this Court on June 30, 1961, which had been passed in this proceeding, but had been removed from the record of this proceeding and placed in No. A-5770 Law and therefore had not been seen by this petitioner at the time he filed his report and recommendation. The Decree of this Court on June 30, 1961 contained a finding of this Court, from evidence adduced, that "there is a dispute as to title and neither party is in peaceable possession", and therefore this Court ordered that this proceeding "or so much thereof as pertains to the relief sought by the Plaintiff against

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89

the Defendants, Carroll H. Hynson and Addell M. Hynson, his wife, and James Kentuck, be and it is hereby, transferred to the law side of this Court". The solicitors for Carroll H. Hynson and Addell M. Hynson assert that the finding of this Court that George B. Woelfel was not in peaceable possession of the land imports that the jurisdict on of Equity under Article 16 sec. 128 did not exist, and that this suit was improperly instituted, and said defendants properly and successfully resisted this suit and ought not be required to pay the costs of this proceeding, as distinguished from the proceeding at law after this suit had been transferred to law. The solicitors for said defendants have requested this petitioner to bring these facts to attention of the Court. Mr. Woelfel denies validity of said conclusions of defendants' solicitors, and he asserts that the proceeding was properly instituted in Equity, and that this proceeding was not dismissed as to those defendants by the Decree of June 30, 1961 but merely transferred to law for continuation thereof and determination of factual issues by jury if so desired, where it ended in his favor and against said defendants. Both sides request opportunity to be heard by the Court.

E. K. Lawrence
Master In Chancery

ORDER OF COURT

Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 26th day of September, 1963, that paragraph No. 3 of the Decree of this Court dated September 25, 1963, relating to court costs, is hereby suspended, subject to further order of this Court; and that a hearing on the subject of court costs, between George B. Woelfel, plaintiff, and Carroll H. Hynson and Addell M. Hynson, defendants, be held before this Court on the 29" day of October, 1963, at 2 P.M. o'clock.

George E. Sachse Judge

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1963 SEP 27 AM 10:16

GEORGE B. WOELFEL	:	
V.	:	IN THE
CARROLL H. HYNSON, et al	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	NO. 12,522 EQUITY

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

MR. CLERK:

Kindly assess court costs in the amount of Twenty-Five Dollars ($25.) against Carroll H. Hynson and Addell M. Hynson, Defendants.

J U D G E
November 29, 1963

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1963 DEC -3 PM 2:38

91

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY
119 Park Avenue
Baltimore 1, Maryland

vs.

LEO JAMES CRAWFORD and FLORENCE J. CRAWFORD, his wife
Riverside Drive
Magothy Beach
Anne Arundel County, Maryland

BOOK 150 PAGE 295

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 15,759 Equity

: : : : : : : : : :

PETITION FOR FORECLOSURE

To The Honorable, The Judge of Said Court:

The petition of the plaintiff respectfully represents:

That on the 15th day of December, 1961, the defendant executed and delivered to Occident Federal Savings and Loan Association of Baltimore City a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $10,500.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

And that a default has occurred under the terms and conditions of said mortgage.

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

AND AS IN DUTY, Etc.

John P. O'Ferrall, Attorney for Plaintiff
406 One North Charles
Baltimore 1, Maryland

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Petitioner's Exhibit

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

BOOK 1532 PAGE 571

MARYLAND

MORTGAGE

No. 15,759 Equity

BOOK 1501 PAGE 296

THIS MORTGAGE, made this 15TH day of December, A. D. 1961, by and between

LEO JAMES CRAWFORD and FLORENCE J. CRAWFORD, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTO. CITY,

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TEN THOUSAND FIVE HUNDRED AND 00/100. . . . . Dollars ($ 10,500.00), 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 Occident Federal Savings and Loan Association of Balto. City, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Sixty-Two and 93/100. . . . . Dollars ($ 62.93), commencing on the first day of January, 19 62, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December, 19 87. 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.

52654

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

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

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

BEING KNOWN AND DESIGNATED as Lots Nos. 365, 366, 367, 368, 369 and 370, as shown on the Plat of Magothy Beach, fromerly recorded among the Land Records of Anne Arundel County, in Plat Book F.S.R. 4, Plat 15, but now recorded in Plat Book 9, folio 43.

BEING the same lot of ground in a Deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto from Conrad Albert Graeff and Mila E. Graeff, his wife, to Leo James Crawford and Florence J. Crawford, his wife

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

2

BOOK 150 PAGE 297

BOOK 1532 PAGE 572

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or John P. O'Ferrall, 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

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

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

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

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

Witness:

Alfred J. O'Ferrall, III

Leo James Crawford [SEAL]

Florence J. Crawford [SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1532 PAGE 575

I HEREBY CERTIFY, That on this 15TH day of December, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the the City of Baltimore aforesaid, personally appeared Leo James Crawford and Florence J. Crawford, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

Alfred J. O'Ferrall, III, Notary Public.

Rec'd for record Dec 22, 1961 at 7:33 A.M.
Mailed to O'Ferrall + O'Ferrall

11.00

ALFRED J. O'FERRALL 3RD. NOTARY PUBLIC BALTIMORE, MD

STATE OF MARYLAND

Mortgage

FROM
LEO JAMES CRAWFORD and
FLORENCE J. CRAWFORD, his wife

TO
OCCIDENT FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE CITY

RECD FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1961 DEC 22 AM 7 33
& RECORDED IN LIBER G
NO. 1532 FOLIO 574
GEO. E. DONOVALL, CLK

Recorded for Record 19 o'clock M.
Same day recorded in Liber &c.,
No. Folio
one of the Land Records
and examined per
Clerk.
Cost of Record, $ 11 00

O'FERRALL & O'FERRALL
1204 MERCANTILE TRUST BLDG.
BALTIMORE, MD.

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

2) II

OCCIDENT FEDERAL SAVINGS AND LOAN	:	IN THE
ASSOCIATION OF BALTIMORE CITY	:	CIRCUIT COURT
vs.	:	FOR
LEO JAMES CRAWFORD and FLORENCE J.	:	ANNE ARUNDEL COUNTY
CRAWFORD, his wife	:	IN EQUITY

: : : : : : : : : : No. 15,759 Eq.

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Occident Federal Savings and Loan Association of Baltimore City, under the mortgage from Leo James Crawford and Florence J. Crawford, his wife, to Occident Federal Savings and Loan Association of Baltimore City, dated the 15th day of December, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1532, folio 571:

G. I. Mortgage Loan dated 12/15/61	$ 10,500.00
Payments credited, less expenses and interest to June 30th 1963	95.52
Net balance due Association	$ 10,404.48

William J. McCormick, Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 31st day of ~~June~~ July, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM J. McCORMICK, Secretary of Occident Federal Savings and Loan Association of Baltimore City, the plaintiff in the above entitled cause, and made oath that the aforegoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

John P. O'Ferrall, Notary Public

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BOOK 150 PAGE 301

OCCIDENT FEDERAL SAVINGS AND LOAN	:	IN THE
ASSOCIATION OF BALTIMORE CITY	:	CIRCUIT COURT
VS.	:	FOR
LEO JAMES CRAWFORD and FLORENCE J.	:	ANNE ARUNDEL COUNTY
CRAWFORD, his wife	:	IN EQUITY

:::::::::::::::::::::: No. 15,759 Equity

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM J. McCORMICK, Secretary of Occident Federal Savings and Loan Association of Baltimore City, and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief:

(1) Said Defendants are not in the military service of the United States;

(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.

William J. McCormick

William J. McCormick, Affiant

Subscribed and sworn to before me this 29th day of ~~June~~ July, 1963.

John P. O'Ferrall

John P. O'Ferrall, Notary Public

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OCCIDENT FEDERAL SAVINGS AND LOAN	:	IN THE
ASSOCIATION OF BALTIMORE CITY	:	CIRCUIT COURT
vs.	:	FOR
LEO JAMES CRAWFORD AND FLORENCE J.	:	ANNE ARUNDEL COUNTY
CRAWFORD, his wife	:	IN EQUITY
: : : : : : : : : : : : :		No. 15,759 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 12 day of ~~June~~ August, in the year nineteen hundred and sixty-three, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that John P. O'Ferrall be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of ELEVEN THOUSAND DOLLARS ($11,000.), conditioned for the faithful performance of the trust reposed in him, by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of ONE THOUSAND DOLLARS ($1,000.) at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular

account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs 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.

Judge

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1963 AUG -1 PM 2:14

O'Ferrall & O'Fer
Solicitors
406 One North Charles
Baltimore 1, Maryland

Trustee's Sale

Of Valuable Fee Simple Property

Lots 365 to 370, Riverside Dr.
Magothy Beach
ELECTION DISTRICT
OF
ANNE ARUNDEL COUNTY

By virtue of decree of the Circuit Court for Anne Arundel County in Equity (No. 15,759), the undersigned Trustee will sell at public auction, on the premises, on

Mon., Sept. 30, 1963
At 1 P.M.

All that lot of ground and improvements thereon, situate and lying in Anne Arundel County and described as follows:

Being known and designated as Lots Nos. 365, 366, 367, 368, 369 and 370, as shown on the Plat of Magothy Beach, formerly recorded among the Land Records of Anne Arundel County, in Plat Book F.S.R. 4, Plat 15, but now recorded in Plat Book 9, folio 43.
TERMS OF SALE: Cash. A deposit of One Thousand Dollars ($1,000.00) will be required of the purchaser at the time and place of sale; balance upon ratification of the sale by the Circuit Court of Anne Arundel County in Equity. All expenses, including special paving tax, if any, to be adjusted to the date of sale. Balance of purchase money to bear interest from the date of sale. Cost of all documentary stamps to be borne by the purchaser.

JOHN P. O'FERRALL,
Trustee

Alex Cooper Auctioneers, Inc.
212 N. Calvert St.
Plaza 2-4868

S-26

1963 SEP 30 PM 4:09

OFFICE OF

Maryland Gazette

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

BOOK 150 PAGE 304

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 28, 1963

We hereby certify, that the annexed Trustee's Sale Eq. 15,759 Lots 365 to 370 Riverside Drive Magothy Beach

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 5th day of September, 1963

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

VS

LEO J AMES CRAWFORD and FLORENCE J. CRAWFORD, his wife,

O'Ferrall & O'Ferrall,
Solicitors
406 One North Charles
Baltimore 1, Maryland

Trustee's Sale

Of Valuable Fee Simple Property

Lots 365 to 370, Riverside Dr.
Magothy Beach
ELECTION DISTRICT
OF
ANNE ARUNDEL COUNTY

By virtue of decree of the Circuit Court for Anne Arundel County in Equity (No. 15,759), the undersigned Trustee will sell at public auction, on the premises, on

Mon., Sept. 30, 1963
At 1 P.M.

All that lot of ground and improvements thereon, situate and lying in Anne Arundel County and described as follows:

Being known and designated as Lots Nos. 365, 366, 367, 368, 369 and 370, as shown on the Plat of Magothy Beach, formerly recorded among the Land Records of Anne Arundel County, in Plat Book F.S.R. 4, Plat 15, but now recorded in Plat Book 9, folio 43. TERMS OF SALE: Cash. A deposit of One Thousand Dollars ($1,000.00) will be required of the purchaser at the time and place of sale; balance upon ratification of the sale by the Circuit Court of Anne Arundel County in Equity. All expenses, including special paving tax, if any, to be adjusted to the date of sale. Balance of purchase money to bear interest from the date of sale. Cost of all documentary stamps to be borne by the purchaser.

JOHN P. O'FERRALL,
Trustee

Alex Cooper Auctioneers, Inc.
212 N. Calvert St.
Plaza 2-4868

S-28

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
In Equity
(No. 15,759)

BOOK 150 PAGE 300

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 30th day of September, 1963, sold the property described in the attached advertisement of sale at and for the sum of $ 9,600.00 to Occident Federal Savings & Loan Association he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper - Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 30th day of September 1963 purchased the property described in the attached advertisement of sale from John P. O'Ferrall, Trustee at and for the sum of $ 9,600.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Purchaser

Occident Federal Savings and Loan Association of Baltimore City

By: William L. Cooney
William L. Cooney, President

FILED
1963 OCT -4 AM 9:57

BOOK 150 PAGE 367

REPORT OF SALE

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
LEO JAMES CRAWFORD and FLORENCE J. CRAWFORD, his wife,	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	Case No. 15,755

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

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

The Report of Sale of John P. O'Ferrall, Trustee appointed by the decree in the above entitled cause, to make sale of the fee simple property known as Lots Nos. 365 to 370, Riverside Drive, Mathogy Beach, Anne Arundel County, Maryland, in the proceedings in said caused mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a daily newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Monday, September 30, 1963, at 1 O'Clock P.M. attend on the premises and then and there sold the fee simple property known as Lots Nos. 365 to 370, Riverside Drive, Mathogy Beach, Anne Arundel County Maryland and more particularly described in a copy of the advertisement attached to the Auctioneers certificate filed with this Report of Sale unto Occident Federal Savings and Loan Association of Baltimore City at and for the sum of $9,600.00, in fee simple, it being then and there the highest bidder therefor.

John P. O'Ferrall, Trustee

FILED
1963 OCT -4 AM 9:57

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 31 day of October, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John P. O'Ferrall, Trustee and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and notarial seal.

Connie L Hice

Notary Public

3

ORDER NISI

BOOK 150 PAGE 30

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

LEO JAMES CRAWFORD and FLORENCE J. CRAWFORD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,759 E

Ordered, this 4th day of October, 19 63, That the sale of the property in these proceedings mentioned made and reported by John P. O'Ferrall, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th 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 12th day of November next.

The report states that the amount of sale was $ 9,600.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

John P.O'Ferrall, Atty.

For the Maryland Gazette(Oct.10 Edition)

(Final Order)

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

LEO JAMES CRAWFORD and FLORENCE J. CRAWFORD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of November, 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 NOV 13 PM 3:30

1.4.

BOOK 150 PAGE 309

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
LEO JAMES CRAWFORD and FLORENCE J. CRAWFORD, his wife	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	Case No. 15,759

: : : : : : : : : : :

PETITION AND ORDER FOR SUBSTITUTION OF PURCHASER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of John P. O'Ferrall, Trustee, respectfully represents unto your Honor:

1. That your Petitioner by his Report of Sale filed herein on October 3, 1963 sold the fee simple property Lots No. 365-370 Riverside Drive, Magothy Beach, Anne Arundel County, Maryland and more particularly described in the proceedings, to Occident Federal Savings and Loan Association of Baltimore City.

2. That the said purchaser has requested your Petitioner to substitute as purchaser in its place and stead, J. S. Gleason, Jr., Administrator of Veterans' Affairs, who has requested the Trustee to make said substitution.

WHEREFORE your Petitioner prays that this Honorable Court pass an Order authorizing and directing the substitution of J. S. Gleason, Jr., Administrator of Veterans' Affairs, as purchaser in the place and stead of Occident Federal Savings and Loan Association of Baltimore City.

AND AS IN DUTY BOUND, ETC.

John P. O'Ferrall, Trustee

CONSENT

The Purchaser, Occident Federal Savings and Loan Association of Baltimore City does hereby consent to the relief prayed in the aforegoing Petition.

Attest:

~~William J. McCormick, Secretary~~
John P. O'Ferrall, Attorney

Occident Federal Savings and Loan Association of Baltimore City

By William L. Cooney
William L. Cooney, President

FILED
1963 OCT 10 AM 11:33

15

ORDER

Upon the foregoing Petition and Consent, it is hereby this 10 day of October, 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 Lots Nos. 365-370 Riverside Drive, Magothy Beach, Anne Arundel County, Maryland, in the place and stead of Occident Federal Savings and Loan Association of Baltimore City.

JUDGE

FILED

1963 OCT 11 AM 11:08

BOOK 130 PAGE 310

14

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
LEO JAMES CRAWFORD and FLORENCE J. CRAWFORD, his wife,	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	Case No. 15,759

BOOK 150 PAGE 311

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

PETITION AND ORDER FOR REVISING DATE OF FILING OF BOND

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of John P. O'Ferrall, Trustee, respectfully represents unto this Honorable Court as follows:

1. That heretofore by Decree of this Honorable Court your Petitioner was appointed Trustee to sell the fee simple property Lot Nos. 365-370 Riverside Drive, Magothy Beach, Anne Arundel County, Maryland,

2. That pursuant to said Decree your Petitioner sold on September 30, 1963, the fee simple property above mentioned to Occident Federal Savings and Loan Association of Baltimore City, at and for the sum of Nine Thousand Six Hundred Dollars ($9,600.00) in fee simple.

3. On September 26, 1963, your Petitioner forwarded to Louis N. Phipps, Clerk, a Trustee's Bond in the amount of One Thousand Dollars ($1,000.00), since the bond called for in the Decree above mentioned was Eleven Thousand Dollars ($11,000.00), the Clerk of the Court returned this to your Petitioner. On September 27, 1963, your Petitioner forwarded to the Clerk of the Circuit Court for Anne Arundel County in Equity, a bond in the amount of Eleven Thousand Dollars ($11,000.00) as called for in the Decree of this Honorable Court, but unfortunately the bond was not signed nor witnessed.

4. Therefore, the records for the Circuit Court for Anne Arundel County in Equity show that the Trustee's Bond was filed on October 2, 1963. In order to make the sale to Occident Federal Savings and Loan Association of Baltimore City effective it is necessary that the Clerk re-file the bond in the amount of Eleven Thousand Dollars ($11,000.00) heretofore submitted to him as of September 30, 1963 the day of the sale.

WHEREFORE your Petitioner prays that an Order be passed by this Honorable Court authorizing and directing Louis N. Phipps, Clerk, to re-file the Trustee's

FILED OCT 14 1964

Bond in the amount of Eleven Thousand Dollars ($11,000.00), and accept the same nunc pro tunc as of September 30, 1963.

AND AS IN DUTY BOUND, ETC.

John P. O'Ferrall, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, that on this 11th day of October, 1963, before me, the subscriber a Notary Public of the State of Maryland, City of Baltimore aforesaid, personally appeared John P. O'Ferrall, Trustee, and he acknowledged the aforegoing facts to be true.

Notary Public
J. WARREN EBERHARDT

18

ORDER

Upon the aforegoing Petition and Affidavit it is this 15th day of October, 1963, by the Circuit Court for Anne Arundel County in Equity, ORDERED, that the Trustee's Bond in the amount of Eleven Thousand Dollars ($11,000.00) heretofore filed on October 2, 1963, be and is hereby approved and accepted nunc pro tunc as of September 30, 1963.

D. Bowie Duckett
Judge

FILED
1963 OCT 15 AM 11:25

15,759 Equity

TRUSTEE'S BOND

BOOK 12 PAGE 199

BOOK 12 PAGE 186

BOOK 150 PAGE 314

KNOW ALL MEN BY THESE PRESENTS:

That we, John P. O'Ferrall, Trustee

and THE ÆTNA CASUALTY AND SURETY COMPANY OF HARTFORD, CONNECTICUT are held and firmly bound unto the State of Maryland in the full and just sum of ($11,000.00) Eleven Thousand.....00/100 Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 27th day of September in the year nineteen hundred and sixty three.

WHEREAS, by decree of the Circuit Court for Anne Arundel County, sitting in Equity, passed in a cause in said court on the 30th day of September nineteen hundred and sixty three between Occident Federal Savings and Loan Association of Baltimore City complainants, and Leo James Crawford & Florence J. Crawford, His Wife respondents,

the above bound John P. O'Ferrall

has been appointed Trustee to make sale of the Real Estate and premises in the proceedings in said cause mentioned: Lots 365 to 370, Riverside Drive, Magothy Beach, Anne Arundel Co., Md. - Case 15,759

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH

That if the above bounden John P. O'Ferrall

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

Signed, Sealed and Delivered in the presence of

Bernie L. Hull

Mary Jane Baggerly

Mary Jane Baggerly

J. P. O'Ferrall (SEAL)

(SEAL)

THE ÆTNA CASUALTY AND SURETY COMPANY

By: John P. Gillette (SEAL)

John P. Gillette, Attorney-in-fact

(SEAL)

Bond approved this 2nd day of October, 1963

Louis N. Phillips, Clerk

FILED

1963 OCT -2 AM 11:04

B-152

Nunc pro tunc as of Sept. 30, 1963 per Order of Court of 10-15-63

BOOK 150 PAGE 315

OCCIDENT FEDERAL SAVINGS AND LOAN	:	IN THE
ASSOCIATION OF BALTIMORE CITY	:	CIRCUIT COURT
vs.	:	FOR
LEO JAMES CRAWFORD and FLORENCE	:	ANNE ARUNDEL COUNTY
J. CRAWFORD, his wife,	:	Case No. 15,759

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 30th 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 William L. Cooney, President of Occident Federal Savings and Loan Association of Baltimore City, purchaser at the foreclosure sale in this cause and made oath in due form of law that Occident Federal Savings and Loan Association of Baltimore City is the purchaser and purchased same as the principal and not as agent for anyone and that it has not directly or indirectly discourage anyone from bidding for the said property mentioned in said Report of Sale.

OCCIDENT FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE CITY

By: William L. Cooney
William L. Cooney, President

Notary Public

FILED

1963 NOV -6 AM 9:45

BOOK 150 PAGE 316

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,759 Equity

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

LEO JAMES CRAWFORD and FLORENCE J. CRAWFORD, his wife

Ordered, this 4th day of October, 1963, That the sale of the property in these proceedings mentioned made and reported by John P. O'Ferrall, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th 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 12th day of November next.

The report states that the amount of sale was $9,600.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

O-81

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 11, 1963

We hereby certify, that the annexed Order Nisi Sale Eq. 15,759 Leo James Crawford

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 November, 1963. The first insertion being made the 10th day of October, 1963.

FILED

1963 NOV 12 AM 9:42

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 7530

By H. Tilghman

In the Case of

Occident Federal Savings & Loan Association of Baltimore City

vs.

Leo James Crawford & Florence J. Crawford, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,759 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. 29 [illegible]

All of which is respectfully submitted.

Arthur A. Anderson
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 17th 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.

Louis N. Phipps
Clerk
Per: Alice Jankowski deputy

FILED
1963 DEC 17 AM 9:51

Dr. Mortgaged Real Estate of Leo James Crawford & Florence J. Crawford, his wf

In Acct. with John P. O'Ferrall, Trustee

						Cr.	
By	Amount of Sale, as per Trustee's Report of Sale filed			9,600	00		
By	Interest, 6%, on deferred payment $8,600.00 from 9/30/63 to 11/18/63			72	00		
By	Adjustment, 1963 taxes 1/1/63 to 9/30/63			93	98		
						9,765	98
To	Trustee, for fee, viz	50	00				
To	Trustee, for commission, viz	318	00				
	excess over $250.00 waived by Trustee			250	00		
To	Trustee, for Court costs, viz						
	Plaintiff's Solicitor, appearance fee	10	00				
	Clerk, Court costs	28	00				
	Auditor, this account	22	50				
				60	50		
To	Trustee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	72	76				
	Sunpapers - Advertising - Sale	14	60				
	Aetna Casualty & Surety Co. - Bond	44	00				
	Alex Cooper, Auctioneer's fee	35	00				
	1963 taxes	123	98				
				290	34		
To	Occident Federal Savings & Loan Assoc. of Baltimore City, Mortgagee, on account of Mortgage claim	9,165	14				
				9,165	14		
						9,765	98
	Balance due on mortgage, as per claim filed	10,404	48				
	Interest, 5¼%, thereon from 7/1/63 to 12/15/63	250	36				
		10,654	84				
	Credit amount allowed above	9,165	14				
	This amount subject to decree in personam	1,489	70				

BOOK 150 PAGE 319

Dorothy V. Wroten, widow 1512 Marian Avenue Ferndale, Maryland	:	IN THE
George W. Wroten, Sr. and Marie Wroten, his wife 406 Hollins Ferry Road Ferndale, Maryland	:	
Florence M. Taylor, widow La Plata, Maryland	:	
Le Roy D. Wroten and Margaret Wroten, his wife 2200 Gaylawn Drive Lansdowne, Maryland	:	CIRCUIT COURT
Edgar J. Wroten and Ester Wroten, his wife 100 Second Avenue Ferndale, Maryland	:	
Gilbert W. Wroten, divorced 1307 Webster Street Baltimore, Maryland	:	FOR
Lester E. Wroten and Virginia Wroten, his wife 200 Ferndale Ave. Ferndale, Maryland	:	ANNE ARUNDEL COUNTY
Mary Louise Lowman and Raymond Lowman, her husband 1411 Belt Street Baltimore, Maryland	:	
Alma L. Knight and George L. Knight, her husband Plaintiffs	:	
vs.	:	EQUITY NO. 15,160
Raymond L. Wroten and William J. Wroten, Infants 1512 Marian Avenue Ferndale, Maryland Defendants	:	

Petition For The Sale Of Infants Real Estate

The Plaintiffs, by Thomas E. Chance their attorney, respectfully state:

1. That by deed dated February 3, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.R.T. No. 740, folio 533, Title, Inc. conveyed the property therein to Alma E. Wroten, widow, for and during the term of her natural life with powers therein set forth, and from and immediately after her death unto George W. Wroten, Sr., Florence M. Taylor, LeRoy D. Wroten, Edgar J. Wroten, Gilbert W. Wroten, Lester E.

FILED

1962 AUG 28 PM 3:44

Wroten, Raymond Z. Wroten, Mary Louise Lowman and Alma L. Knight, all as will more fully appear by reference to the deed filed herewith marked "Plaintiff's Exhibit A" and prayed to be taken as a part hereof.

2. That being so seized and possessed of said property the said Alma E. Wroten did on or about January 5, 1962 depart this life without having exercised any of the powers under the aforesaid deed.

3. That by virtue of the death of the said Alma E. Wroten title became vested in George W. Wroten, Sr., who is married to Marie Wroten, Florence M. Taylor, widow, LeRoy D. Wroten, who is married to Margaret Wroten, Edgar J. Wroten, who is married to Esther Wroten, Gilbert W. Wroten, divorced, Lester E. Wroten, who is married to Virginia Wroten, Mary Louise Lowman, who is married to Raymond Lowman, Alma L. Knight, who is married to George L. Knight, and Dorothy V. Wroten, widow of Raymond Z. Wroten, and Raymond L. Wroten and William J. Wroten, infant sons of Raymond Z. Wroten, the said Raymond Z. Wroten having departed this life intestate on or about May 5, 1961, prior to the death of the said Alma E. Wroten.

4. That the Plaintiffs have entered into an agreement for the sale of said property at and for the sum of NINE thousand dollars, which they believe is a fair and reasonable price for said property; that the Plaintiffs believe and therefore aver that it would be to the best interest and advantage of the infants to sell the property; and that the Plaintiffs file herewith a duly executed copy of the aforesaid contract marked "Plaintiff's Exhibit B" and prayed to be taken as a part hereof.

To The end therefore:

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

B. That the agreement be ratified and confirmed by this Honorable Court and that a Trustee be appointed for the purpose of consumating the same and transferring the interest of said infants to the Vendee.

C. That the proceeds of the sale may be brought into Court for distribution under its order and direction in accordance with the rights and best interests of the infants.

D. That upon service of process on the infants that this Honorable Court appoint a Guardian Ad Litem for said infants.

E. That the Plaintiffs may have such other and further relief as their case may require.

May it please your Honors to grant unto the Plaintiffs a writ of Subpoena directed to the said infant respondents directing them to be and appear in this Honorable Court on some day certain to be named therein to answer and abide by such other and further orders and decrees as this Court may ask in this case.

Respectfully submitted,

Thomas E. Chance
Attorney for Plaintiffs

Florence M. Taylor

BOOK 150 PAGE 321

George Wm. Wroten Jr.
Marie P. Wroten
Gilbert Wroten
Lester E. Wroten
Virginia R. Wroten
Alma L. Knight
George H. Knight Jr.
Leroy D. Wroten
Margaret F. Wroten
Mary L. Lowman
Raymond J. Lowman
Edgar J. Wroten
Esther A. Wroten
Dorothy J. Wroten
Dorothy J. Wroten

State of Md,
Anne Arundel County,

I hereby certify that before me a Notary Public of the State of Maryland in and for the County aforesaid personally appeared all of the above named plaintiffs, namely George Wm. Wroten, Jr. Marie P. Wroten, Gilbert Wroten, Lester E. Wroten, Virginia R. Wroten, Alma L. Knight, George H. Knight, Jr. Leroy D. Wroten, Margaret F. Wroten, Mary L. Lowman, Raymond J. Lowman, Edgar J. Wroten, Esther A. Wroten, Dorothy Wroten, and Dorothy Wroten.

and made oath in due form of law that the matters and facts as therein set forth are true to the best of their information.

Thomas B. Chance
Notary Public

3

No Stamps

LIBER 740 PAGE 533 BOOK 150 PAGE 322

No. 15,160 Equity

THIS DEED, Made this -3rd- day of February , 1953, by and between TITLE, INC., a corporation of the State of Maryland, party of the first part, and ALMA E. WROTEN, widow, of Baltimore City, State of Maryland, party of the second part, and GEORGE W. WROTEN, SR., FLORENCE M. TAYLOR,, LeROY D. WROTEN, EDGAR J. WROTEN, GILBERT W. WROTEN, LESTER E. WROTEN, RAYMOND Z. WROTEN, MARY LOUISE LOWMAN, and ALMA L. KNIGHT, of Baltimore City, State of Maryland, parties of the third part.

WITNESSETH: that in consideration of the sum of Five Dollars, and other valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, for and during the term of her natural life, with remainder over and with the powers hereinafter set forth, all that fee simple lot of ground situate in Anne Arundel County, State of Maryland, and described as follows, that is to say:

BEGINNING for the same at an iron pipe set at the northeast corner of the conveyance from Robert J. Cremen and Mary, his wife, to Bessie Rubin, by deed dated June 3, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 240, folio 123, said point also being at the end of the first line of the description of Lot 21, Block C, of the Rockwood Realty Corporation Property, and running from thence and with the north and west lines of the above mentioned conveyance to Rubin, north 63 degrees 41 minutes west 100 feet and south 26 degrees 19 minutes west 80 feet to the northeast side of a 40 foot road, leading from the old County Road to the Beach and the Reserved Area of the whole tract and running with said road, north 63 degrees 41 minutes west 30.91 feet to a pipe set at a point of curve, thence with the arc of said curve whose radius is 28.11 feet in a northerly direction 45.75 feet to a point of tangency on the Shore Front Road (40 feet wide) thence with said road, north 30 degrees 05 minutes east 110.22 feet to a pipe; thence leaving said road and running with the division line between lots 1 and 2, Block C, south 63 degrees 41 minutes east 155.73 feet to a pipe; thence with the northwest side of Lot 21, south 30 degrees 05 minutes west 60 feet to the place of beginning.

BEING the same lot of ground which by deed dated February 3 - - , 1953, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and conveyed by Alma E. Wroten, widow, to the said party of the first part, 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 anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said ALMA E. WROTEN, widow, during the term of her natural life, with full power in her at any time to sell, lease, mortgage or otherwise dispose of said property or any interest therein, including the absolute estate therein at any time during her natural life, and the proceeds of any sale thereof or money borrowed and secured by

any mortgage thereof to take and expend or dispose of in any such manner as she may wish or to consume for her own purposes without any obligation on the part of the purchaser, mortgagee, lessee or grantee to see to the application of the purchase money or any money which may be the proceeds of any sale, mortgage, lease or disposition of any part of or any interest in said property, and from and immediately after the death of the said Alma E. Wroten, widow, as to the said property or so much thereof or any interest therein as may not have been disposed of by her during her lifetime, then unto George W. Wroten, Sr., Florence M. Taylor, LeRoy D. Wroten, Edgar J. Wroten, Gilbert W. Wroten, Lester E. Wroten, Raymond Z. Wroten, Mary Louise Lowman and Alma L. Knight, as tenants in common, their heirs and assigns, in fee simple.

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed, that it will warrant specially the property granted, and that it will execute such further assurances of the same as may be requisite.

WITNESS the corporate seal of the said grantor and the signature of its President or Vice-President hereto.

WITNESS:

Florus Barry
Florus Barry

TITLE, INC.,
BY J. Irvin McCourt
Vice- President.
J. Irvin McCourt

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of February, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared J. Irvin McCourt, Vice- President of TITLE, INC., the within named party of the first part, and he acknowledged the aforegoing Deed to be the act of said body corporate.

WITNESS my hand and notarial seal.

Florus Barry
Notary Public.
Florus Barry

Recorded- 28th Feb., 1953, at 10:40 A.M.

Examiner's Eff. (#1)
Wroten vs. Wroten
#13,160 Equity
Richard M. Smith,
Examiner

FILED
~~1963 APR 23 PM 3:27~~

~~Exhibit A~~

FILED
1962 AUG 28 PM 3:44

CONTRACT OF SALE—Form 19.

BOOK 150 PAGE 324

THIS AGREEMENT, Made this day of No. 15,160 Equity

nineteen hundred and , between

Dorothy V. Wroten, George W. Wroten, Sr. , and Marie Wroten, his wife, Florence M. Taylor, LeRoy D. Wroten and Margaret Wroten, his wife, Edgar J. Wroten and Esther Wroten, his wife, Gilbert Wroten, Lester E. Wroten and Virginia Wroten, his wife, Mary Louise Lowman and Raymond Lowman, her husband, & Alma L. Knight

of the first part and

Alma L. Knight and George L. Knight, her husband

of the second part.

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in

Anne Arundel County and described in a deed dated Feb. 3, 1953 and recorded in Liber J.H.H. No. 740, folio 533 from Title, Inc. to Alma L. Wroten, et als

F.M.T. M.L.L. G.W.W.
M.P.W. R.J.L. J.E.W. V.R.W.
G.W.W. H.H.K. E.J.W. L.D.W.
D.I.W. A.L.K. EAW MFH

At and for the price of ~~ten~~ NINE thousand Dollars,

of which ten Dollars,

have been paid prior to the signing hereof and the balance to be paid as follows:

30 days of cash at the time of settlement, which shall take place ~~xxxx~~within the final order of the Circuit Court for Anne Arundel County ratifying this contract, and appointing a trustee to convey to the purchasers a good and merchantable title.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, documentary stamps, sanitary charges to be adjusted as of the ~~to be paid or allowed for by the Vendor to~~ xxxxxxxxxx ~~nineteen hundred and~~ xxxxx date of settlement.

Time is the essence of this contract.

Dorothy V. Wroten
mother and next friend
Dorothy V. Wroten, individually
Alma L. Knight
George H. Knight Sr.
Leroy D. Wroten
Margaret F. Wroten [SEAL]
Edgar J. Wroten
Esther A. Wroten [SEAL]
Lester E. Wroten
Virginia R. Wroten [SEAL]
Gilbert Wroten
George Wm. Wroten Sr. [SEAL]
Marie P. Wroten
Mary L. Lowman
Raymond J. Lowman

Examiner's Exh. #2
Wroten vs. Wroten
#15,160 Equity

Witness our hands and seals.

TEST:

Michael Smith
Examiner

Thomas F. Chase

Plaintiffs Exhibit "B"

FILED
1963 APR 23 PM 4:06

FILED
1962 AUG 28 PM 3:44

Florence M. Taylor

ASSIGNMENT AND AGREEMENT

THIS ASSIGNMENT AND AGREEMENT entered into and executed in quadruplicate this 5th day of ~~June~~ July, 1962, by and between GILBERT W. WROTEN and MARGARET WROTEN, both of the City of Baltimore, State of Maryland

WHEREAS, on or about the 12th day of July, 1957, Margaret Wroten was granted a Decree of Divorce from Gilbert W. Wroten, Circuit Court No. 2 of Baltimore City, 64B/1203/80343-B, wherein it was provided that the said Gilbert W. Wroten pay unto the said Margaret Wroten the sum of Sixty-five Dollars ($65.00) per week, being Thirty Dollars ($30.00) per week for the support and maintenance of six minor children of the parties and Thirty-five Dollars ($35.00) per week for the care, maintenance, support and alimony of the said Margaret Wroten; and

WHEREAS, as of June 6, 1962, the said Gilbert W. Wroten was in arrears in said payments provided for in said Decree of Divorce in an amount in excess of Seven Thousand Three Hundred Dollars($7,300.00); and

WHEREAS, on or about June 6, 1962, there was a hearing before Thomas P. McCarthy, Master, Domestic Relations Division of the Supreme Bench of Baltimore City, whereat the Court was about to issue an attachment for contempt against the said Gilbert W. Wroten because of his failure to make the payments as provided for in the aforementioned Decree of Divorce; and

WHEREAS, at said hearing counsel for said Gilbert W. Wroten advised counsel for Margaret Wroten that he, said Gilbert W. Wroten, was injured in an accident and had and possessed a pending claim or case for said personal injuries sustained and that he, said Gilbert W. Wroten, also was one of the remaindermen with respect to real property owned by his mother, Alma Wroten, who had predeceased him and that accordingly the said Gilbert W. Wroten was entitled to and was about to receive money in distribution of the sales proceeds of said property; and

WHEREAS, the said Margaret Wroten and Gilbert W. Wroten have agreed that she, said Margaret Wroten, would not ask or petition the Court for said attachment for contempt against the said Gilbert W. Wroten provided that he

1963 MAR 11 AM 10:49
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LAW OFFICES
JOSEPH W. SPECTOR
SUITE 500
11 E. LEXINGTON STREET
BALTIMORE 2, MARYLAND

irrevocably assign to her two-thirds (66 2/3%) of his distributive share of any monies that he might receive in settlement, or by way of verdict, with respect to his pending claim for personal injuries, plus two-thirds (66 2/3%) of any monies that he was entitled to receive and would receive by reason of the sale of the real property titled in the name of his mother, Alma Wroten, and wherein he is and was one of the remaindermen; and provided, that hereafter the said Gilbert W. Wroten make regular weekly payments to said Margaret Wroten in strict conformity with the terms and provisions of the aforementioned Decree of Divorce.

NOW THEREFORE, THIS ASSIGNMENT AND AGREEMENT, WITNESSETH

FIRST: That the said Gilbert W. Wroten in consideration of the said Margaret Wroten's not asking nor petitioning the Court to issue an attachment for contempt against him becuase of his being in arrears in an amount in excess of Seven Thousand Three Hundred Dollars($7,300.00) as a result of his failure to comply with the terms and provisions of a Decree of Divorce dated July 12, 1957 does hereby irrevocably and absolutely sell, barter, convey, turn over and assign unto the said Margaret Wroten two-thirds (66 2/3%) of all monies that he might receive or does receive as his distributive share, either by way of settlement, trial or judgment, of the pending case or claim that he now has for personal injuries, damages and losses and in which claim or case he is being represented by Morris Levin, Esquire.

SECOND: That the said Gilbert W. Wroten, in order to carry out the terms and provisions of this said Assignment and Agreement, does hereby irrevocably authorize and direct his counsel, Morris Levin, to deduct and withhold two-thirds (66 2/3%) of his distributive share of said settlement proceeds as hereinbefore set forth, and he is further authorized and directed to forward and deliver the same to Robert C. Lembach, counsel for said Margaret Wroten. It is agreed and understood that the counsel fee of Morris Levin, medical expenses and legal expenses directly pertaining to the said claim or case for personal injuries shall not be included in the computation of the two-thirds mentioned herein, but the said two-thirds (66 2/3%) shall be applicable only to the net distribution of said proceeds passing to said Gilbert W. Wroten.

LAW OFFICES
JOSEPH W. SPECTOR
SUITE 500
11 E. LEXINGTON STREET
BALTIMORE 2, MARYLAND

8

THIRD: That the said Gilbert W. Wroten does hereby irrevocably bargain, sell, deliver, turn over and assign to said Margaret Wroten two-thirds (66 2/3%) of all proceeds or monies to which he is entitled and which he does receive because of the sale or transfer of any property, real or personal, which was owned by or titled in the name of his late mother, Alma Wroten, and in or to which property he had or now has any interest whatsoever.

FOURTH: That in order to carry out the terms and provisions of this Assignment and Agreement, and particularly of Paragraph Third hereof, the said Gilbert W. Wroten does hereby irrevocably authorize and direct any attorney, real estate broker, settlement officer or any other person, firm or corporation that will or does transact the sale of, or the settlement of the sale of any property, real or personal, owned by or titled in the name of his late mother, Alma Wroten, the proceeds or any portion thereof to which he is or will be entitled and the said person, firm or corporation is authorized and directed to deduct and withhold two-thirds (66 2/3%) of his distributive share of said proceeds of sale and to transmit and deliver the said two-thirds (66 2/3 %) thereof to Robert G. Lembach, Esquire, 11 East Lexington Street, Baltimore 2, Maryland, counsel for said Margaret Wroten.

FIFTH: That it is agreed and understood that the said Margaret Wroten will not ask or petition the Court for the issuance of an attachment in contempt against said Gilbert W. Wroten provided and so long as he makes the regular weekly payments as set forth and required in the heretofore mentioned Decree of Divorce dated July 12, 1957; however, should he fail to make the same, she has the absolute right and privilege to ask or petition for said attachment in contempt and to take any action whatsoever which she is now or will be hereafter entitled to take against the said Gilbert W. Wroten.

SIXTH: That it is further agreed and understood by and between the parties hereto that should said Gilbert W. Wroten fail to make any or all of the regular weekly payments provided for in said Decree of Divorce dated July 12, 1957 and should she, said Margaret Wroten, ask or petition the Court for an attachment in contempt against the said Gilbert W. Wroten, or take any other legal action or seek any other remedy to which she is entitled because of

LAW OFFICES
JOSEPH W. SPECTOR
SUITE 500
11 E. LEXINGTON STREET
BALTIMORE 2, MARYLAND

9

his failure to make said regular weekly payments, in either of such events, the assignments of the two-thirds (66 2/3%) distributive share of the proceeds of the settlement, of his pending claim or case for personal injuries, that is either by way of settlement, trial or judgment, as hereinbefore set forth, and the assignment of the two-thirds (66 2/3%) of his distributive share of the sales proceeds of any property, real or personal, heretofore owned by or titled in the name of Alma Wroten, deceased, shall not be affected, altered, amended nor invalidated, it being the intention, understanding and agreement of both parties hereto that the assignments herein set forth and made are final, absolute and irrevocable.

Gilbert W. Wroten (SEAL)
Gilbert W. Wroten

Margaret Wroten (SEAL)
Margaret Wroten

STATE OF MARYLAND, CITY OF BALTIMORE, to wit,

I HEREBY CERTIFY that on this 5th day of ~~June~~ July, 1962, before me, the subscriber, a Notary Public in an for the City and State aforesaid, personally appeared Margaret Wroten, and she made oath in due form of law that the aforegoing Assignment and Agreement is her free and voluntary act.

AS WITNESS my hand and notarial seal.

Ellen J. Jacobs
Notary Public ELLEN J. JACOBS

LAW OFFICES
JOSEPH W. SPECTOR
SUITE 500
11 E. LEXINGTON STREET
BALTIMORE 2, MARYLAND

10

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

I HEREBY CERTIFY that on this 5th day of July, 1962, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared Gilbert W. Wroten, and he made oath in due form of law that the aforegoing Assignment and Agreement is his free and voluntary act.

AS WITNESS my hand and notarial seal.

Mary Anne Schumann
Notary Public

LAW OFFICES
JOSEPH W. SPECTOR
SUITE 500
11 E. LEXINGTON STREET
BALTIMORE 2, MARYLAND

11

Dorothy V. Wroten,
widow, et al

Vs.

Raymond L. Wroten
and
William J. Wroten,
infants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity No. 15,160

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

Petition for Appointment of
Guardian Ad Litem And Order Thereon

To The Honorable, The Judges of said Court:

The Petition of Dorothy V. Wroten, et al, by Thomas E. Chance, their attorney, respectfully represents:

1. That the infant respondents in this proceeding have been duly summoned.

2. That the said infant respondents have no legal guardian.

Wherefore, the Petitioners pray this Honorable Court appoint a Guardian ad litem to appear and answer for said infant respondents, and suggest that Louis M. Strauss, who has no interest whatsoever in this case, be appointed Guardian ad litem.

Respectfully submitted,

Thomas E. Chance

Thomas E. Chance

FILED

1963 MAR 19 PM 3:10

BOOK 150 PAGE 331

ORDER

Upon the foregoing Petition it is Ordered this 19th day of March 1963, by the Circuit Court for Anne Arundel County, in Equity, that Louis M. Strauss be and is hereby appointed Guardian ad litem for the Respondents, Raymond L. Wroten and William J. Wroten, infants, and he is hereby directed to appear and file his answer in behalf of said infants.

O. Bowie Duckett
JUDGE

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13

Dorothy V. Wroten widow, et al	:	IN THE
	:	CIRCUIT COURT
VS.	:	FOR
Raymond L. Wroten and William J. Wroten, infants	:	ANNE ARUNDEL COUNTY
	:	Equity No. 15,160
	:	

: : : : : : : : :

Petition to Take Testimony

: : : : : : : : :

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To the Honorable, the Judges of Said Court:

The Complainants in this case respectfully show unto your Honors:

That they desire to take testimony before one of the standing examiners of this Court to support the allegation of the Bill of Complaint filed in this cause. The Petitioners, theref re, pray your Honors to pass an Order granting leave to the parties to take testimony in this cause.

Respectfully submitted,

Thomas E. Chance

Thomas E. Chance.

ORDER

Upon the foregoing Petition, it is this 19th day of March, 1963, Ordered that the parties to this cause have leave to take testimony as prayed before any one of the standing examiners of this Court.

O Bowie Duckett

Judge

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14

BOOK 150 PAGE 333

Dorothy V. Wroten widow, et al	:	IN THE
	:	CIRCUIT COURT
Vs.	:	FOR
Raymond L. Wroten and William J. Wroten, infants	:	ANNE ARUNDEL COUNTY
	:	Equity No. 15,160

: ; ; ; : : : : : :

Answer of Respondents

: : : : : : : : : :

To The Honorable, The Judges of Said Court:

The answer of Louis M. Strauss, Guardian ad litem, for the infant Respondents in the above cause respectfully represents unto your Honors.

The Respondents being infants under 21 years of age can neither admit nor deny the allegations set forth in said Bill of Complaint, and therefore submits their rights to the protection of this Honorable Court.

And, as in duty bound, etc.

Guardian ad litem

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1963 MAR 20 AM 8:56

DOROTHY V. WROTEN, ETAL	*	IN THE
PLAINTIFFS	*	CIRCUIT COURT
VS	*	FOR
RAYMOND L. WROTEN, ETAL	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	EQUITY NO. 15,160

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

TESTIMONY ON BEHALF OF THEPLAINTIFFS

March 22, 1963

Present:

Thomas E. Chance, Solicitor for Plaintiffs

Louis M. Strauss, Guardian ad litem for infant defendants

Malcolm B. Smith, Court Examiner and Master

Conchita D. Tuers, Court Reporter

Witnesses:

George W. Wroten, pages 2 - 5

T. Carroll Worthington, pages 6 - 7

Edward N. C. Bradley, pages 8 - 9

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14

George William Wrtoen, Sr., a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Chance)

1 Mr. Wroten, will you state your name and address, please?

A William Wroten, Sr., 406 Hollins Ferry Road, South, Glen Burnie.

2 I show you a deed dated February 3, 1953 from Title Inc.to Alma E. Wroten and others, recorded among the Land Records of Anne Arundel County in Liber JHH 740 Folio 533 and ask you if you can identify this deed?

A Yes.

Chance: I offer that deed as Examiner's Exhibit #1.

(DEED DATED FEBRUARY 3, 1953 RECORDED IN LIBER J.H.H. #740 FOLIO 533 FILED AS EXAMINER'S EXHIBIT #1)

3 Can you tell me who Alma Wroten is, namely -- named in this deed?

A You mean my mother?

4 Alma E. Wroten?

A That is my mother.

5 That is the one that is identified in the deed as a widow?

A Yes, that is right.

6 What was her status at the time of her death? Was she married or wasshe a widow?

A She was a widow for about 20 years, I guess.

7 And when she died, she was a widow then?

A Yes.

7 And when did she die?

A January 6, 1962.

8 And who did she leave as her children?

A Do you mean the names of the children?

9 Yes.

A George William Wroten, Sr.; Florence M. Taylor,also a widow; LeRoy D. Wroten and Margaret, wife; Edgar J. Wroten and Esther, wife; Gilbert W. Wroten, is divorced; Lester E. Wroten with wife,

17

Virginia; Mary Louise Lowman and husband, Raymond; Alma L. Knight and husband, George Knight; Dorothy V. Wroten, widow of Raymond Z. Wroten, the youngest one that died; and the two children, Raymond L. Wroten and William J. Wroten the children.

10 All right now, George W. Wroten, is that you?

A Yes.

11 That is George W. Wroten, Sr.?

A Right.

12 Now are all of thoe parties, George W. Wroten, Sr., Florence M. Taylor, LeRoy D. Wroten, Edgar J. Wroten, Gilbert W. Wroten, Lester E. Wroten, Raymond Z. Wroten and Mary Louise Lowman and Alma L. Knight, the parties named in this deed are they all of the children of Mrs. Alma E. Wroten?

A Yes, that is right.

13 Now one of the children of your mother, Alma E. Wroten, namely, your youngest brother, Raymond Z. Wroten, has he died since the date of this deed?

A He died May 1, 1961.

14 Who did he leave surviving him?

A Wife and two children.

15 And his wife's name?

A Dorothy V. Wroten.

16 And the two children?

A William J. Wroten and Raymond L. Wroten.

17 Are they all of the children that he had?

A Yes.

18 And how old are the children?

A One is 16 and one is about 19.

19 Both of them are under 21 years of age?

A That is right.

20 Now I show youa contract of sale between all of the parties that you have already named as being the children of your mother, Alma E. Wroten, and ask you if you can identify this contract?

18

A I was there when that was made out.

21 Who is this contract between and for what purpose?

A It was made out from mymother and the children to --

22 This contract of sale here?

A You mean the one that is going to buy it?

23 Yes, that is right.

a George Knight and Alma Knight.

24 And this contract of sale is between you and your brothers and sisters and their spouses, wherein they have sold the interest that they have in this property to one of your sisters, Alma L. Knight and her husband, George L. Knight, have agreed to buy it, is that correct?

A That is right.

25 For the sum of $9,000?

A That is right.

26 Is that right?

A Yes.

27 Now is the purpose of this contract of sale to allow all of you to sell your interests in the property to one of the children of your mother?

A That is right.

28 Now do you feel as though the consideration in this contract of $9,000 is a sufficient price for the property?

A Yes, I think it is a fair price for bother sides.

29 Is this property, which is the subject of these proceedings, improved?

A Yes, it has been improved over the years. It has been moved from where it was.

30 Does it have a house on the lot?

A Yes.

31 What kind of house is it?

A It is a shingle house, one-story affair with a part cellar with

19

a furnace in it.

32 How many rooms are inthe house?

A Six rooms.

33 Do you believe that it is possible to divide this property between all of the parties to this proceeding?

A No, it couldn't be divided in 9 parts very well.

34 Do youbelieve that it is for the best interest of the infants to have this property sold and the proceeds divided among the parties to this proceeding?

A Yes, I think so.

(Mr. Smith)

35 Is the property being rented at the present time?

A No, the one that is going to buy it has been living there since before my mother died and they have just been paying the taxes on it. We let them live there until we get it straightened out. They have rented their home out in order to take care of my mother. They have a place in Brooklyn.

36 Has their been any administration on your brother's estate? Raymond's estate?

A Well, my brother's wife took that over.

37 I know but was it administered upon in the Orphan's Court?

A It must have been all straightened out because she is running the business now.

(CONTRACT OF SALE FILED AS EXAMINER'S EXHIBIT #2)

QUESTION BY THE EXAMINER:

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

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

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

Signature George Wm. Winters

T. Carroll Worthington, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Chance)

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

A T. Carroll Worthington, Towns-Worth Bldg., Annapolis, Maryland, a realtor.

2 How long have you been a realtor and where have you conducted your business?

a Since 1923 in Annapolis.

3 And for whom have you done appraisal work in the past?

A United States Government, State Roads Commission, Banks, Building Associations, estates.

4 Have youmade any appraisal of this property, which is the subject of this proceeding?

A I have.

5 Are you familiar with the property values in that area?

A I am.

6 Have you had any recent sales or any experience with any property in that particular area?

A I have had a lot of appraisals up around that part of the county.

7 Have you had an opportunity to look at the property which is the subject of these proceedings?

A I examined the property March 20,1963.

8 Would you describe the property and its improvements?

A The property is part of Lot #1, Block C of Rockwood, 3rd District of Anne Arundel County. It is on the corner of Hammond Drive and Rock Creek Way. It is an "L" shaped lot approximately 80 x 155 it is improved by a one-story frame,roll roof dwelling, having a front screen porch, living room, kitchen, 4small bedrooms and a bath. It also has a glassed in back porch. The heat, oil fired baseboard hot water. There is one old frame outbuilding that

doesn't add anything to the value of the property.

9 What, in your opinion, is the fair market value of this property?

A $8600.

10 On what do you base your opinion?

A On other property that I have appraised and I know what has been sold in that community, comparable sales.

11 Do you believe that this property is susceptible of division among the remaindermen named in the deed?

A It could not, not with the number you have.

QUESTION BY THE EXAMINER:

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

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

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

Signature . . . . . .

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

(Mr. Chance)

1 Mr. Bradley, would you state your name, address and occupation?

A Edward N. C. Bradley, 500 Central Ave., GlenBurnie, Treasurer of Anne Arundel County.

2 And would you also state your occupation prior to being Treasurer of Anne Arundel County?

A I was Transfer Clerk for Anne Arundel handling transfer of all deeds for many years, Assessor for about 20 years.

3 Are you then familiar with making appraisals for property in Anne Arundel County?

A I am.

4 Are you familiar with the property values in the 3rd District of Anne Arundel County where this property is located?

A I am.

5 Have you had an occasion to note an appraisal of this particular property?

A I have.

6 Have you arrived at a figure of the fair market value of this particular property?

A I have.

7 And what figure have you arrived at?

A $8600.00.

8 And what do you base this figure upon?

A On other sales in this development.

9 Would you describe the property?

A It was a part of Lot 1, Block C of Rockwood. It is an "L" shaped lot improved by a frame, one-story building with a roll roof. Front screened porch, living room, kitche, four small bedrooms and bath. It has a glassed enclosed back porch, has hot water oil heat and baseboard and has a little building in back which

hasn't any value at all.

10 Do you believe that it is possible to sub-divide or make any division among the children named in this proceeding of the property in question?

A No.

11 And why? Do you have any reason for that?

A Well, it would be a right hard thing I think to do it and I think it is a right fair price.

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 Edw. N. C. Bradley . . . . . .

27

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 April, 1963

(SEAL)

Malcolm B. Smith Examiner

M. S. $25.00 Pd.

C. T. $10.00 Pd.

28.

DOROTHY V. WROTEN, et al Plaintiffs	+	IN THE CIRCUIT COURT FOR
V:	+	ANNE ARUNDEL COUNTY
RAYMOND L. WROTEN, et al Defendants	+	NO. 15,160 EQUITY

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

REPORT OF EXAMINER AND MASTER

Bill of Complaint filed August 28, 1962 for sale of real estate in lieu of partition brought by several tenants in common against other tenants. The Defendants are infants, were properly served and a guardian ad litem appointed who filed an Answer.

Testimony was taken on March 22, 1963, and ownership and identity of the parties is proven. From the facts presented, it appears that the property in question cannot be divided in kind, and that it would be advantageous to all parties that the property be sold and the proceeds disposed under direction of the Court. Two (2) real estate appraisers testified that in their opinion the value of the property was $8,600.00 in fee simple. A Contract is proven for the sale of the property for the sum of $9,000.00, and it appears that this is a fair and adequate price for the same.

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

The fee of the Examiner and Master has been paid.

MALCOLM B. SMITH
EXAMINER AND MASTER

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29

BOOK 150 PAGE 347

DOROTHY V. WROTEN, et al	+	IN THE CIRCUIT COURT FOR
Plaintiffs	+	ANNE ARUNDEL COUNTY
V:		
RAYMOND L. WROTEN, et al	+	NO. 15,160 EQUITY
Defendants	+	

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

DECREE OF COURT

This case coming on for hearing, testimony having been taken before an Examiner and Master, his Report and the proceedings were read and considered by the Court, and it appearing that it would be to the best interest and advantage of all of the parties to these proceedings that the real estate mentioned be sold, and it further appearing that the Contract of Sale for the said property to Alma L. Knight and George L. Knight for the sum of NINE THOUSAND DOLLARS ($9,000.00) is fair and reasonable, it is, thereupon, this 6th day of May, 1963, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED: That the property mentioned in these proceedings and described in a Deed dated February 3, 1953 from Title, Inc. to Alma E. Wroten, filed herein as Examiner's Exhibit No. 1, be sold.

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED: That the Contract of Sale filed in these proceedings as Examiner's Exhibit No. 2 be, and the same is hereby, ratified and confirmed.

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED: That Thomas E. Chance be, and he is hereby, appointed Trustee to make conveyance of said property, and upon receipt of the full purchase price as provided in the aforesaid Contract of Sale, and not before, he shall, by a good and sufficient Deed, signed, sealed and acknowledged according to law, convey to Alma L. Knight and George L. Knight, her husband, all of the right, title, interest and estate of all of the parties to this suit, and those claiming by, from or under them, or any of them, in and to all that property referred to in these proceedings and described in the aforementioned Deed filed herein as Examiner's Exhibit No. 1, which said conveyance shall operate to forever

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bar and extinguish any right or claim by any or all of the parties hereto, both Plaintiffs and Defendants, and of all persons claiming by, from or under any of them.

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED: That before the said Trustee shall proceed to act, he shall first file with this Court, or the Clerk thereof, a good and sufficient corporate bond in the amount of NINE THOUSAND DOLLARS ($9,000.00), to be approved by this Court, or the Clerk thereof, conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in the premises; and upon receipt of the purchase money and conveyance of the property as aforesaid, the said Trustee shall then bring into this Court the money and proceeds arising from the said sale to be distributed according to law under the direction of this Court, after payment of the costs and other expenses of these proceedings, and such commissions to the Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherein he shall have appeared to have discharged his trust.

D Basil Duckett

JUDGE

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y. BOOK 150 PAGE 349

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

ROYAL-GLOBE INSURANCE

BOOK 12 PAGE 120

Bond No. 421612

BOND

NO. 15,160 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, THOMAS E. CHANCE of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINE THOUSAND DOLLARS ($9,000.00) ---------- 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 10th day of July, 1963.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Dorothy V. Wroten, et al VS. Raymond L. Wroten, et al, ---------- dated May 6, 1963, the said Thomas E. Chance ---------- was appointed Trustee to make sale of the property described in said proceedings, and the said Thomas E. Chance is about to execute said power and make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

Thomas E. Chance (SEAL)
Thomas E. Chance PRINCIPAL

WITNESS:

Doris K. Hopkins
Doris K. Hopkins,

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 10 day of July, 1963

Louis N. Phillips, Clerk

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32

Dorothy V. Wroten, widow, et al vs. Raymond L. Wroten, et al	:	In The Circuit Court For Anne Arundel County Equity No. 15,160

Report of Sale

: : : : : : : :

To the Honorable, the Judges of said Court:

The report of sale of Thomas E. Chance, Trustee under the decree of court dated: May 6, 1963 respectfully states:

That under and by virtue of the aforesaid Decree, Thomas E. Chance, Trustee, conveyed the property described in J.H.H. 740-533 unto George Knight and Alma Knight, his wife, on September 17, 1963 after first filing a bond in these proceedings in the sum of $9,000.00.

And the said Thomas E. Chance, Trustee, further reports that he received from the purchasers the total sum of $9,032.17 which represents the purchase price of $9,000.00 less the following:

Documentary stamps - - - $14.85
Plus a credit for 1963 County and State Taxes of - - - $47.02

All as set forth on the attached memorandum from William W. Townshend, Jr., attorney.

Respectfully submitted,

Thomas E. Chance, Trustee
Thomas E. Chance

FILED

1963 SEP 20 AM 9:53

33

BOOK 150 PAGE 351

In the Case of

DOROTHY V. WROTEN, widow, et al

VS.

RAYMOND L. WROTEN and WILLIAM J. WROTEN, infants

In the

Circuit Court

For

Anne Arundel County

No. 15,160 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 27 AM 11:18 FILED

All of which is respectfully submitted.

September 27, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 15th 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: Alice E. Jankowski, deputy

34

Dr. DOROTHY V. WROTEN, widow, et al vs. RAYMOND L. WROTEN and WILLIAM J. WROTEN, infants

In Acct. with THOMAS E. CHANCE, Trustee

						Cr.
1963						
Septe.	17	Proceeds of Sale	9,000	00	9,000	00
		Refund 1963 County and State taxes				
		7/11/63 to 12/31/63	47	02	47	02
					9,047	02
		To Trustee for fee, Court Order	300	00		
		To Trustee for commissions, viz:	301	41	601	41
		To Trustee for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court costs	62	75		
		Joseph W. Alton, Jr. - sheriff's costs	4	35		
		Malcolm Smith - masters fee	25	00		
		Conchita Tuers - stenographer's fee	10	00		
		Louis M. Strauss-Gdn. ad litem fee	4	00		
		Auditor - stating this account	36	00	152	10
		To Trustee for expenses, viz:				
		Edward N. C. Bradley - appraisal fee	50	00		
		T. Carroll Worthington - appraisal fee	50	00		
		Globe Indemnity Co. - bond premium	36	00		
		One-half cost documentary stamps	14	85	150	85
		Balance for distribution - $8,142.66				
		Distribution as follows:				
		To George W. Wroten, Sr.-1/9 = 904.74 less 1% direct inh. tax = 9.05	895	69		
		To Florence M. Taylor - 1/9 = 904.74 less 1% direct inh. tax = 9.05	895	69		
		To LeRoy D. Wroten - 1/9 = 904.74 less 1% direct inh. tax = 9.05	895	69		
		To Edgar J. Wroten - 1/9 = 904.74 less 1% direct inh. tax = 9.05	895	69		

	To Gilbert W. Wroten -1/9 = 904.74 less 1% direct inh. tax = 9.05	895	69		
	To Lester E. Wroten - 1/9 = 904.74 less 1% direct inh. tax = 9.05	895	69		
	To Mary Louise Lowman - 1/9 = 904.74 less 1% direct inh. tax = 9.05	895	69		
	To Alma L. Knight - 1/9 = 904.74 less 1% direct inh. tax = 9.05	895	69		
	To Dorothy V. Wroten - 1/27 = ~~603.16~~ 301.58 less 1% direct inh. tax = ~~6.03~~ 3.02	298 ~~597~~	56 ~~13~~	Corrections made 9/30/63	
	To Raymond L. Wroten, inf.1/27 = ~~150.79~~ 301.58 less 1% direct inh. tax = ~~1.51~~ 3.02	298 ~~149~~	56 ~~28~~	by Johnston & Sons Auditor	
	To William J. Wroten, Inf.1/27 = ~~150.79~~ 301.58 less 1% direct inh. tax = ~~1.51~~ 3.01	298 ~~149~~	57 ~~28~~		
	To Register of Wills - direct inheritance tax	~~81~~	~~45~~	8,142	66
				9,047	02

IN THE MATTER OF	*	NO. 15,845 EQUITY
THE APPOINTMENT OF	*	IN THE
A CONSERVATOR OF	*	CIRCUIT COURT
THE PROPERTY OF	*	FOR
ROSA BELLE WRIGHT, A WIDOW	*	ANNE ARUNDEL COUNTY

* * * *

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Rosa Belle Wright and Joseph William Wright, by Richard N. Hambleton, their solicitor, respectfully represents unto your honors:

(1) Your petitioner Rosa Belle Wright was born on or about March 29, 1889, in the city of Louisville, Kentucky, and is and has been for many years a resident of Anne Arundel County, Maryland.

(2) That she is by reason of advanced age, mental weakness (not amounting to unsoundness of mind), and physical incapacity, unable properly to care for her property.

(3) That such property consists of realty and personalty as follows:

(A) Lot Number 7 in Square 9 on the plat of Edgewater Beach, recorded among the Plat Records of Anne Arundel County, in Plat Book WNW 3, Folio 15, to which she acquired title by a deed dated January 18, 1947, and recorded among the Land Records of Anne Arundel County in JHH #400, Page 186, from Eleanor M. Pohlman, etal.

(B) Lot Number 4 in Square 9 at Edgewater Beach, Maryland, to which she acquired title by a deed dated August 25, 1948, and recorded among the aforesaid Land Records in Liber JHH Number 493, Page 379, from Eleanor M. Pohlman, etal.

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(C) That there are improvements situate on both properties as is evidenced by a report on the "Status of Taxes" as to each issued by the County Treasurer for Anne Arundel County, and which same are attached hereto and prayed to be taken as petitioner's exhibits number One and number Two, respectively.

(D) That in addition to such items of personalty as clothing apparel and items of household furniture, your petitioner Rosa Belle Wright is the recipient of a monthly Social Security check in the amount of $80.10 per month.

(4) That the total assessed valuation of the realty owned by the said Rosa Belle Wright is $6,800 as is further evidenced by the aforesaid petitioner's exhibits numbers One and Two.

(5) That your petitioner, Joseph William Wright is the son of the said Rosa Belle Wright and resides with her.

(6) That the name and address of the only other child of your petitioner Rosa Belle Wright, is (Mrs.) Matthew E. Mattare, whose last known address is at Bailey's Crossroads in the vicinity of Arlington, Virginia.

(7) That your petitioner, Joseph William Wright is willing to be appointed conservator of the estate of your petitioner, Rosa Belle Wright, subject to the jurisdiction of this honorable court.

WHEREFORE, your petitioners pray:

(A) That this honorable court, pursuant to Article 16, Sections 149 through 151, inclusive, of the Annotated Code of Maryland, 1957 Edition as amended, and in accordance with the Maryland Rules of Procedure, as in such case provided, may appoint Joseph William Wright to be conservator of the property of the said Rosa Belle Wright.

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

2

AND AS IN DUTY BOUND, ETC.

Rosa Belle Wright
Rosa Belle Wright

Joseph William Wright
Joseph William Wright

Richard N. Hambleton
Richard N. Hambleton
Solicitor
Post Office Box 1746
Annapolis, Maryland

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 3rd day of September, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Rosa Belle Wright and Joseph William Wright, and each of them made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial seal.

Kathryn D. Prescott
Kathryn D. Prescott

Kathryn D. Prescott NOTARY PUBLIC Anne Arundel Co. Md.

My commission expires: May 3, 1965

BOOK 150 PAGE 357

Exhibit No. 1

COUNTY TREASURER
ANNE ARUNDEL COUNTY
ANNAPOLIS, MARYLAND

DATE Sept. 3, 1963

EDWARD N.C. BRADLEY
COUNTY TREASURER
COURT HOUSE
ANNAPOLIS, MARYLAND

Dear Sir:

The undersigned desires the status of taxes on the following account:

Assessed to: Rosa B Wright
Co M E. McHorse
4303 Henderson Rd
Arlington 3, Va.

Signature of applicant: R. M. McHorse

District	Account No. Current Year	Assessment
1/240	09392800	306 2745 3095

DESCRIPTION OF PROPERTY:

Edgewater Beach
Lot 7 90 X 98 Sq 9 Imp

1962 UNPAID

Year Date	Paid	Year	Open
1963	NO	1963	1962
Amount		Amount	
$ 90 82		Unpaid	Unpaid

Information given by:

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4

BOOK 150 PAGE 358 Exhibit No. 2

COUNTY TREASURER
ANNE ARUNDEL COUNTY
ANNAPOLIS, MARYLAND

DATE Sept 3, 1963

EDWARD N.C. BRADLEY
COUNTY TREASURER
COURT HOUSE
ANNAPOLIS, MARYLAND

Dear Sir:

The undersigned desires the status of taxes on the following account:

Assessed to: Rosa B. Wright
Co M & M Ottare
4303 N Henderson Rd
Arlington 3, Va.

Signature of applicant: R. M. Humphrey

District	Account No. Current Year	Assessment
11/24-0	09391400	560 3195 3755

DESCRIPTION OF PROPERTY:

Edgewater Beh
Lot 4 Beh 9 Imps

1962 UNPAID

Year Date	Paid	Years	Open
1963	NO	1963 unpaid	1962 unpaid
Amount		Amount	
8 108.50		GL	GL

Information given by:

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5

BOOK 150 PAGE 359

IN THE MATTER OF	*	NO. 15,845 EQUITY
THE APPOINTMENT OF	*	IN THE
A CONSERVATOR OF	*	CIRCUIT COURT
THE PROPERTY OF	*	FOR
ROSA BELLE WRIGHT, A WIDOW	*	ANNE ARUNDEL COUNTY

* * * *

D E C R E E

This cause coming on for hearing upon the petition of Rosa Belle Wright, an adult, and Joseph William Wright, for the appointment of Joseph William Wright to be conservator of the property of the estate of Rosa Belle Wright; and it appearing to the court that by reason of physical disability, advanced age, mental weakness (not amounting to unsoundness of mind), the said Rosa Belle Wright is unable to properly care for and manage her property and business affairs, it is, therefore, this 4th day of September, 1963, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that Joseph William Wright be, and he is hereby appointed conservator of the property and the estate of the said Rosa Belle Wright with the authority to take and have control and manage all the estate, realty and personalty of the said Rosa Belle Wright and with the power to collect all debts to her and to adjust and settle all accounts owing by her, and, upon further authority of the court, to sell and convey by good and marketable deed any or all of her real estate, and to sue and be sued in his representative capacity, and to keep complete and accurate accounts of all receipts received on behalf of the said Rosa Belle Wright and all disbursements made on behalf of the Said Rosa Belle Wright; but before the said Joseph William Wright shall enter upon the discharge of his duties of such conservator he must first file with the Clerk of this Court a bond with surety to be approved by such clerk in

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the amount of $ 1500.00 -- conditioned on the faithful performance of his duties as such conservator.

George Jackson,
JUDGE

7

Bond No. 70 52 17

Administrator—Md.

A STOCK COMPANY

BOOK 150 PAGE 361 BOOK 12 PAGE 161

"Old and Tried" Organized 1849

No. 15,845 Equity

Glens Falls

INSURANCE COMPANY
Glens Falls, N. Y.

Maryland, Sc.

Know all Men by these Presents:

THAT WE Joseph W. Wright

all of Anne Arundel County, Md. and GLENS FALLS INSURANCE COMPANY, a body corporate of the State of New York, are held and firmly bound unto the State of Maryland,

in the full and just sum of TWO THOUSAND FIVE HUNDRED and NO/100---- Dollars, to be paid to the State of Maryland, aforesaid; To which payment, well and truly to be made and done, we bind ourselves and every of us, our and every of our Heirs, Executors, Administrators and Successors, in the whole and for the whole, jointly and severally, firmly by these presents, sealed

with our seals, dated this 3rd day of September in the year of our Lord

nineteen hundred and sixty three

The Condition of the above Obligation is such, that if the above bounden

Joseph W. Wright

shall well and truly perform the offices of ~~Administrat~~ Conservator

of the Estate of Rosa Belle Wright

~~late of~~ , ~~deceased~~, according to law, and shall in

all respects discharge the duties of him required by law, as ~~Administrat~~ Conservator aforesaid, without any injury or damage to any person interested in the faithful performance of the said office, then the above obligation shall be void, it is otherwise to be in full force and virtue in law.

Signed, sealed, and delivered in the presence of

Rose L. Hardesty

Rose L. Hardesty

Joseph W. Wright [SEAL]

[SEAL]

GLENS FALLS INSURANCE COMPANY

Joseph F. Schwalier [SEAL]

Joseph F. Schwalier *Attorney*-in-fact

Form 15183

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1963 SEP -5 AM 11:19

Bond approved this 5th day of Sept., 1963

Louis N. Phipps, Clerk

8

IN THE MATTER OF	*	NO. 15,845 EQUITY
THE APPOINTMENT OF	*	IN THE
A CONSERVATOR OF	*	CIRCUIT COURT
THE PROPERTY OF	*	FOR
ROSA BELLE WRIGHT, A WIDOW	*	ANNE ARUNDEL COUNTY

* * * * *

PETITION FOR AUTHORITY TO SELL REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Joseph William Wright by Richard N. Hambleton, his Solicitor, respectfully represents unto your honors:

1. That heretofore, on the 4th day of September, 1963, by the Decree of this Honorable Court, your Orator was appointed Conservator of the property of Rosa Belle Wright, a widow, as will more fully appear by reference to said proceedings.

2. That the said Rosa Belle Wright is indebted to various and sundry persons and is without funds with which to discharge said debts.

3. That the said Rosa Belle Wright and your Orator on or about the 8th day of November, 1963, entered into a Contract of Sale with one William W. Carr, under the terms of which they bound themselves to convey Lot Number 7 in Square Number 9 on the plat of Edgewater Beach for the sum of $4,500.

4. That this sale will enable the said Rosa Belle Wright to fully discharge her indebtness and have some funds remaining out of the proceeds of the sale. A copy of the said Contract of Sale is filed herewith as Petitioner's Exhibit Number 1.

5. That Wilmer Smith of Edgewater Beach, in Anne

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Arundel County, an experienced real estate appraiser of many years standing, has appraised the fair market value of the property at $2,750.00 according to his written statement of appraisal attached hereto and prayed to be taken as Petitioner's Exhibit Number 2.

(6) That the value of the property according to the rolls of the Tax Assessor for Anne Arundel County is $3,070.00.

(7) That the said Rosa Belle Wright was not at the time of the appointment of your petitioner as her conservator of unsound mind nor does your petitioner believe that she is of unsound mind at this time, and she stands ready and willing to execute a deed transferring the property to the said William W. Carr at time of settlement.

(8) That your petitioner, as conservator aforesaid, believes it would be in the best interest of the said Rosa Belle Wright to sell the property under contract as aforesaid and to apply the proceeds as aforesaid.

WHEREFORE your petitioner prays this honorable court to pass an order authorizing and directing him to join with the said Rosa Belle Wright in the execution of the deed to William W. Carr in consummation of the aforesaid Contract of Sale and further directing him after settlement to file in the proceedings in this case a copy of the "Memorandum of Settlement" sheet which will show the distribution of all monies received for the settlement of the property.

Richard N. Hambleton

RICHARD N. HAMBLETON
Solicitor

10

BOOK 150 PAGE 364 EXHIBIT NO. 1

THIS AGREEMENT, made this 8th day of November, 1963, by and between Joseph Wright, hereafter referred to as the SELLER, and William W. Carr, hereafter referred to as the PURCHASER

WITNESSETH

THAT, for and in consideration of the sum of Five Hundred Dollars ($500), by check in hand paid, receipt of which, as a deposit on the purchase price, is hereby acknowledged, the PURCHASER agrees to buy and the SELLER agrees to sell for Four Thousdand and Five Hundred Dollars ($4,500), the following described property:

> That certain tract of land on the northwest corner of Virginia Avenue and Center Street, Edgewater Beach, Sunny Section, Anne Arundel County, Maryland, containing approximately 0.20 acres, more or less.

TERMS OF SALE:

1. AMOUNT OF PURCHASE, CASH at the date of the conveyance, of which the above deposit of Five Hundred Dollars ($500) shall be a part.

2. At the time of settlement, the SELLER shall convey to the PURCHASER, absolutely and in fee simple, free and clear of any encumbrances, the above parcel of property.

3. Settlement on the above parcel of property shall be on or before December 15, 1963.

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4. The PURCHASER reserves the right to take title to said land in its own name or names of any person or persons, corporation or corporations, as it may designate.

5. If PURCHASER fails to settle under the terms of this Agreement, then the SELLER'S sole remedy shall be the forfeiture of the deposit set forth herein.

6. The principals to this Agreement mutually agree that it shall be binding upon their respective successors, legal representatives, administrators and assigns and all provisions of this Agreement shall survive the transfer of the deed made hereunder.

7. Taxes, General and Special, are to be adjusted to the date of settlement in accordance with the Treasurer of Anne Arundel County, Maryland, except that assessments for improvements already completed at this date thereof, whether assessment therefor is levied or not, shall be paid by SELLER or proper allowance therefor shall be made at time of settlement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 8th day of November, 1963.

Attest: _____ By _____
SELLER

Attest: _____ By _____
PURCHASER

12

WILBUR R. DUBIN
BROKER
COLONIAL 3-4360

WILMER SMITH
ASSOCIATE
956-3500

THE GENERAL
REAL ESTATE SALES & SERVICE
ROUTE 2 - BOX 85D
EDGEWATER, MARYLAND

BOOK 150 PAGE 366

EXHIBIT NO. 2

November 30, 1963

Mr. Richard H. Hamilton
Box 1746
Annapolis, Maryland

Dear Mr. Hamilton:

In response to your request during our recent telephone conversation, I wish to confirm my appraisal of the property known as:

Lot 7 and Improvements
Sunny Section--Block 9
Edgewater Beach
District 1---Anne Arundel County

at two thousand seven hundred fifty dollars ($2,750.00)

Thank you for this opportunity. I look forward to performing similar services for you in the future.

Very truly yours,

Wilmer Smith

Wilmer Smith

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1963 DEC -2 AM 10:55

13

BOOK 150 PAGE 367

IN THE MATTER OF	*	NO. 15,845 EQUITY
THE APPOINTMENT OF	*	IN THE
A CONSERVATOR OF	*	CIRCUIT COURT
THE PROPERTY OF	*	FOR
ROSA BELLE WRIGHT, A WIDOW	*	ANNE ARUNDEL COUNTY

* * * * *

DECREE

The foregoing Petition having been carefully read and considered it is hereby this 29th day of November, 1963, for the Circuit Court of Anne Arundel County in Equity, ADJUDGED, ORDERED and DECREED that Joseph William Wright be and he is hereby authorized and directed to join in a Deed with Rosa Belle Wright for the conveyance of the property known as Lot Number 7 in Square Number 9 on the plat of Edgewater Beach to William W. Carr and he is further directed to file in these proceedings a copy of the "Memorandum of Settlement" sheet which will be prepared showing the distribution of the proceeds of sale.

V. Bruce Duckett
JUDGE

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1963 DEC -2 AM 10:55

14

IN THE MATTER OF	:	IN
THE APPOINTMENT OF	:	THE CIRCUIT COURT
A CONSERVATOR OF	:	FOR
THE PROPERTY OF	:	ANNE ARUNDEL COUNTY
ROSA BELLE WRIGHT, widow	:	NO. 15,845 EQUITY

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

TESTIMONY TAKEN ON BEHALF OF PETITIONER

December 13, 1963

Present:

Mr. Richard N. Hambleton, Solicitor for Petitioner

Mr. John G. Rouse, Jr., Court Examiner & Master

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Dr. John L. Hedeman, pages 2 - 3

Rosa B. Wright, pages 4 - 5

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15

Hambleton - The purpose of this testimony is to establish the mental soundness of mind of Mrs. Rosa Belle Wright, whose address is Box 213 E4, Route 2, Edgewater, Maryland.

John L. Hedeman, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Hambleton)

1. Dr. Hedeman, would you please state your full name and address?

A. John Louis Hedeman, 121 Cathedral Street, Annapolis, Maryland.

2. And what is your profession?

A. Physician.

3. Are you a member of the Anne Arundel County Medical Society?

A. Yes, sir.

4. And of the American Medical Association?

A. No, sir. I resigned from that. I am a member of the Med Chi Faculty of Maryland.

5. How long have you been in practice, Doctor?

A. Nine years.

6. And you are in general medicine, is that correct?

A. Internal Medicine.

7. Do you know Mrs. Rosa B. Wright?

A. I met her yesterday for the first time and examined her in my office.

8. Do you see her here today?

A. I do.

16

9. Doctor, I have a letter dated December 12, 1963 and over your signature [To Whom it May Concern:] stating [I have this day carried out a mental examination of Mrs. Rosa B. Wright, and find her, while suffering some of the usual infirmaties of age, capable of understanding a business transaction, such as a sale of real estate. Sincerely yours, John L. Hedeman, M.D.] and I show you this letter and is this indeed the letter that you caused to be prepared and signed yesterday?

A. I typed it myself which accounts for the mistakes in it but it is mine.

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

(Mr. Rouse)

1. As a result of your examination of Mrs. Wright yesterday, Dr. Hedeman, you found her to be of sound mind, is that correct?

A. That's correct.

17

Rosa B. Wright, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Hambleton)

1. Mrs. Wright, will you state your full name?

A. Rosa Belle Wright.

2. Do you understand that the purpose of this testimony is to show for the records of the Court evidence that you are of sound mind?

A. Yes, I do.

3. And able to make your own decisions and understand business transactions?

A. Yes.

4. Do you recall signing a contract of sale with one Mr. William Carr by the terms of which you agreed to sell your property at Edgewater Beach?

A. Yes.

(Mr. Rouse)

1. Mrs. Wright, a copy of the contract of sale, dated November the 8th, 1963, has been filed in this case and on the second page there are some signatures. Is one of those signatures your signature?

A. That's mine.

2. And you signed that contract?

A. Yes, I did.

(Mr. Hambleton)

5. And you do understand that you will sell this property to Mr. Carr for the sum of $4500.00?

A. Yes.

6. And from the proceeds of the sale certain monies will be used to pay off a mortgage executed by you against this property which is being sold?

A. Yes.

7. And certain other debts of yours which you do not presently have sufficient monies to pay?

A. Yes.

19

QUESTION BY THE EXAMINER:

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

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

Answer No.

Signature Rosa B. Wright

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

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

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

John G. Rouse, Jr., Examiner (SEAL)

J.R. ~~$25.00~~ $10.00

I.H. $10.00

21

BOOK 150 PAGE 375

SELLERS MEMORANDUM OF PROCEEDS OF SALE - Settlement December 13, 1963.

Lot No. 7 in Square No. 9 on the Plat of Edgewater Beach.

Received from William W. Carr on behalf of Joann Carr, his wife, Purchaser Net: $4489.58

Distributed:

To: William Townshend, Esquire to the use of Sydney French	$2320.53
To : Clerk of the Circuit Court for Anne Arundel County for costs in Equity No. 15,845	70.25
To: Wilmer Smith for appraisal of Real Estate	15.00
To: Repayment of loan by Mrs. Frank Groves to Mrs. Wright	250.00
To: Payment for Automobile for Mrs. Wright	115.50
TO; Payment for Automobile insurance for Mrs. Wright	42.30
To: Cab fares for transportation of Mrs. Wright	10.00
To: Cleaning of septic tank at Mrs. Wright's house	35.00
To: Electrical repairs at Mrs. Wright's house	20.00
To: Dr. John L. Hedeman for Examination of Mrs. Wright and attendance in Court	20.00
To: Miscellaneous items of food, etc.	27.20
To: Richard N. Hambleton, Attorney	300.00
Total Distributed	$3,225.78

Balance of $1263.80 - For deposit in the Farmers National Bank of Annapolis in the name of Joseph William Wright, Conservator of the property of Rosa Belle Wright.

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1963 DEC 18 PM 3:53

Joseph William Wright
Joseph William Wright,
Conservator

Rosa Belle Wright
Rosa Belle Wright

22

BOOK 150 PAGE 376

MEMORANDUM OF SETTLEMENT

Seller: Mrs. Rosa Belle Wright
Box 213, E-4
Route 2, Edgewater, Maryland

Buyer: Joann D. Carr, Wife of William W. Carr, Route 2, Box 216
Edgewater, Md.

Property: Lot 7 in Square 9 on the Plat of Edgewater Beach, Plat Book No. 3, Page 46, situate on Centre Street in Edgewater Beach, 2nd Election District, Anne Arundel County, Maryland

Selling Price		$4500.00
Down Payment		500.00
Balance of Selling Price due Sellers		$4,000.00
Less 1/2 costs of State Recording Stamps of $5.50	$2.75	
Less 1/2 of costs of Federal Recording Stamps of $11.00	$5.50	8.25
Adjusted amount due Sellers		$3,991.75
Plus 18 days refund of State and County Real Estate taxes paid in advance by Sellers (total of $90.82) computed at $.2408 per day equals $4.33		4.33
		$3,996.08
Less 3 days rent at $2.16 per day collected by Sellers in advance to December 16, 1963		6.50
Final amount due Seller from Buyer		$3,989.58

RANK B. WALSH, JR.
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS MARYLAND

APPROVED:

[signature] William Wright
Seller

[signature] Belle Wright
Buyer

23

Myrtle A. Harrison and George Harrison, her husband, 818 Parkwood Avenue, Annapolis, Md.	:	No. 15,448 Equity
vs.	:	In the
Edward F. Griffith and Alice Griffith, his wife, 2232 Milliman Street, Baltimore, Maryland.	:	Circuit Court
and	:	for
Marion Teves and Vernon Teves, her husband, 4015 Sixth Street, Brooklyn, Baltimore 25, Md.	:	Anne Arundel County
and	:	
Thornton H. Griffith, P.O. Box 122, Jackson, Calif. and Mildred Griffith, his wife, 1412 "D" Street, SE, Washington, D.C. and if Thornton H. Griffith is dead, then his unknown heirs	:	

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

BILL OF COMPLAINT TO SELL REALTY FOR PURPOSES OF PARTITION

To the Honorable, the Judges of said Court:

Your Orators, Myrtle A. Harrison and George Harrison, her husband, humbly complaining respectfully represent unto this Honorable Court:

1.

That by deed from Kenneth S. Lowman and Naomi M. Lowman, his wife, to James E. Griffith and Ursula I. Griffith, his wife, dated the 8th day of April, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 675, folio 77, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit "A", James E. Griffith and Ursula I. Griffith, his wife, became seized and possessed of the parcel of land therein described as tenants by the entireties.

2.

That James E. Griffith died on October 25th, 1952, thereby vesting a fee simple title to the said realty in the survivor, Ursula I. Griffith.

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That on May 16th, 1959, Ursula I. Griffith died testate seized and possessed of the aforesaid parcel of land and by her last will and testament dated the 15th day of January, 1953, and recorded among the Testamentary Records of Anne Arundel County in Will Book No. 59, HSC 2, folio 423, a certified copy of said will being filed herewith as Plaintiffs' Exhibit "B", she devised the aforesaid real estate as follows:

> "I devise my real estate located in the City of Annapolis on the corner of Adams Street and Windsor Avenue improved by a dwelling known and numbered 316 Adams Street to
>
> Thornton H. Griffith
> Myrtle Harrison
> Edward Griffith
> Reed Griffith
> Marion Teves
>
> share and share alike, the child or children of any of my aforesaid children who shall predecease me or shall be absent or unheard from for a period of more than seven years at the time of my death shall stand in the place and stead of her, his or their deceased parent and shall take his, her or their deceased parent's share per stirpes and not per capita."

4.

That Reed Griffith died intestate October 5th, 1955, having never been married so that his share devolved by operation of law upon the remaining four children, parties to this suit.

5.

That said Thornton Griffith has been absent and unheard from for more than twenty years and when last heard from his address was given as P.O. Box 122, Jackson, California, and when last heard from he had a wife Mildred Griffith from whom he was separated and she resided at No. 1412 "D" Street, SE, Washington, D.C., and so far as your Orators know there were two children born as a result of this marriage, to wit: Arlene McNalley who resides at 1412 "D" St., SE, Washington, D.C., and Corrine Griffith who died without leaving any children.

6.

That the said real estate cannot be divided in kind without material loss or injury.

To the end, therefore:

1. That a sale of the real estate in these proceedings mentioned may be had for the purposes of partition.
2. And for such other and further relief as their case may require.

And as in duty bound, etc.

Myrtle A. Harrison

George Harrison
Orators

George B. Woelfel

George B. Woelfel
Solicitor for Orators,
9-11 School Street,
Annapolis, Md.

3

This Deed, made this 8th day of April, in the year 1952, by and between Kenneth S. Lowman and Naomi M. Lowman, his wife, hereinafter called parties of the first part, and James E. Griffith and Ursula I. Griffith, his wife, 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 of ground situate at the intersection formed by the southwest side of Adams Street and the northwest side of Francis Street, near the Village of Eastport, in the Second Election District of Anne Arundel County, Maryland, designated as Lot No. 31 on the plat and survey of the subdivision of the property of Francis D. Hutchins, made by J. Carson Boush, Surveyor, October 21, 1913, which plat is recorded in Plat Book W.M.B. No. 1, folio 48, and described as follows:

Beginning for the same at a point formed by the intersection of the southwest side of said Adams Street and the northwest side of Francis Street and running from thence with the southwest side of said Adams Street, northwesterly, 41.5 feet to the division line of Lot No. 32 and the lot hereby conveyed; thence with said division line, southwesterly, 120 feet to the division line of Lot No. 30 and the lot hereby conveyed; thence with said division line southeasterly 41.5 feet to the northwest side of said Francis Street; thence with the same, northeasterly, 120 feet to the point of beginning.

Being the same property which was conveyed unto Gordon E. Lowman and Mildred B. Lowman, his wife, by John S. Segelken and Isabelle S. Segelken, his wife, by deed dated the 3rd day of October, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 15, folio 454, the said Gordon E. Lowman and

Examiner's Exhibit No. 2
Harrison, et al v/
Griffith et al
Equity No 15448
4 John S. Rome L. Exam

Plaintiffs Exhibit "A"

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1963 FEB 20 AM 10:24

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1963 SEP 19 AM 11:56

Mildred Lowman, his wife, having departed this life thereby vesting a fee simple title in Kenneth S. Lowman, their son, and only heir at law.

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.

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:

Kenneth S. Lowman (Seal)
Kenneth S. Lowman

Naomi M. Lowman (Seal)
Naomi M. Lowman

Mary M. Hoff
Mary M. Hoff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 8th day of April, in the year 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Kenneth S. Lowman and Naomi M. Lowman, his wife, and each acknowledged the aforegoing deed to be their act.

Witness my hand and seal Notarial.

Mary M. Hoff
Mary M. Hoff, Notary Public

Recorded-8th-April-1952-at-2:50-P.M.

LAW OFFICES
EORGE B. WOELFEL
ANNAPOLIS, MD.

5

BOOK 150 PAGE 382

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...675..... folio.....77..... one of the ....Land..... Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand ond affix the Seal of the Circuit Court for Anne Arundel County this 15th doy of....February A. D., 196.3

Louis M. Phipps

Clerk of the Circuit Court for Anne Arundel County

10073

BOOK 150 PAGE 383

FILED
MAY 28 1963
REGISTER OF WILLS
FOR ANNE ARUNDEL COUNTY, MD.

I, Ursula I. Griffith, of Anne Arundel County, State of Maryland, being of sound and disposing mind and capable of executing a valid deed or contract, realizing that it is appointed for women to die and that we know not the time nor the place thereof, therefore, in order to make provisions for the distribution of my earthly estate, in that event, I do make, publish and declare this to be my last will and testament, hereby revoking all other wills or codicils heretofore by me made.

After the payment of all my just debts and funeral expenses I devise my property as follows:

I devise my real estate located in the City of Annapolis on the corner of Adams Street and Windsor Avenue, improved by a dwelling known and numbered 316 Adams Street, to Thorton H. Griffith, Myrtle Harrison, Edward Griffith, Reed Griffith and Marion Teves, share and share alike, the child or children of any of my aforesaid children who shall predecease me or shall be absent or unheard from for a period of more than seven years at the time of my death shall stand in the place and stead of her, his or their deceased parent and shall take his, her or their deceased parent's share per stirpes and not per capita.

I hereby constitute and appoint my daughter Myrtle Harrison the sole executrix of this my last will and testament and 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 15th day of January, 1953.

Ursula I Griffith (Seal)

Signed, sealed, published and declared by the above named testatrix as and for her last will and testament in the presence of us who at her request in her presence and the presence of each other, have hereunto subscribed our names as witnesses.

Mary M. Hoff
George B. Noelbel

Plaintiffs' Exhibit "B"

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1963 SEP 19 AM 11:56

Examiner's Exhibit No 3
Harrison, et al v. Griffith et al
Equity 15,445
Jos S. Rom 2 Exam

FILED
1963 FEB 20 AM 10:24

BOOK 150 PAGE 384

STATE OF MARYLAND

Anne Arundel County

I, GEORGE M. NUTWELL. Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby ceretify that the aforegoing is a true and full copy of the Last Will and Testament of Ursula I. Griffith *late of said County deceased taken from* the original which is filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 15th *day of* February *in the year of our Lord, nineteen hundred and* sixty-three

George M. Nutwell

Register of Wills for Anne Arundel County

6A

Myrtle A. Harrison and George Harrison, her husband,	:	No. 15,448 Equity
vs.	:	In the
	:	Circuit Court
Thornton H. Griffith, et al, and if dead, then his unknown heirs	:	for
	:	Anne Arundel County

: : : : : : : :

ORDER OF PUBLICATION

The object of this bill is for the sale of the real estate in these proceedings mentioned for the purposes of partition and for such other and further relief as their case may require.

The Bill recites:

That by deed from Kenneth S. Lowman and Naomi M. Lowman, his wife, to James E. Griffith and Ursula I. Griffith, his wife, dated the 8th day of April, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 675, folio 77, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit "A", James E. Griffith and Ursula I. Griffith, his wife, became seized and possessed of the parcel of land therein described as tenants by the entireties.

That James E. Griffith died on October 25th, 1952, thereby vesting a fee simple title to the said realty in the survivor, Ursula I. Griffith.

That on May 16th, 1959, Ursula I. Griffith died testate seized and possessed of the aforesaid parcel of land and by her last will and testament dated the 15th day of January, 1953, and recorded among the Testamentary Records of Anne Arundel County in Will Book No. 59, HSC 2, folio 423, a certified copy of said will being filed herewith as Plaintiffs' Exhibit "B", she devised the aforesaid real estate as follows:

> "I devise my real estate located in the City of Annapolis on the corner of Adams Street and Windsor Avenue improved by a dwelling known and numbered 316 Adams Street to Thornton H. Griffith, Myrtle Harrison, Edward Griffith, Reed Griffith and Marion Teves, share and share alike, the child or children of any of my aforesaid children who shall predecease me or shall be absent or unheard from fora period of more than seven years at the time of my death shall stand in the

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1963 FEB 20 AM 10:24

place and stead of her, his or their deceased parent and shall take his, her or their deceased parent's share per stirpes and not per capita."

That Reed Griffith died intestate October 5th, 1955, having never been married so that his share devolved by operation of law upon the remaining four children, parties to this suit.

That said Thornton Griffith has been absent and unheard from for more than twenty years and when last heard from his address was given as P.O. Box 122, Jackson, California, and when last heard from he had a wife Mildred Griffith from whom he was separated and she resided at No. 1412 "D" Street, SE, Washington, D.C., and so far as your Orators know there were two children born as a result of this marriage, to wit: Arlene McNalley who resides at 1412 "A" St., SE, Washington, D.C., and Corrine Griffith who died without leaving any children.

That the said real estate cannot be divided in kind without material loss or injury.

It is thereupon, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that the Complainants, by causing a copy of this order to be inserted in some newspaper printed and published in Anne Arundel County, once in each of four successive weeks before the 5th day of April, 1963, giving notice to the said non-resident Respondents of the object and substance of this bill, warning them to be and appear in this Court, in person or by solicitor on or before the 7th day of May, 1963, and show cause if any they have, why the relief prayed should not be granted.

Louis N. Phipps
Clerk

TRUE COPY.
TEST: LOUIS N PHIPPS, CLERK
BY: _____ DEPUTY.

Anne Arundel County

No. 15,448 Equity

Myrtle A. Harrison and George Harrison, her husband,

vs.

THORNTON H. GRIFFITH, et al, and if dead, then his unknown heirs

Order Of Publication

The object of this bill is for the sale of the real estate in these proceedings mentioned for the purposes of partition and for such other and further relief as their case may require.

The Bill recites:

That by deed from Kenneth S. Lowman and Naomi M. Lowman, his wife, to James E. Griffith and Ursula I. Griffith his wife, dated the 8th day of April, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 675, folio 77, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit "A", James E. Griffith and Ursula I. Griffith, his wife, became seized and possessed of the parcel of land therein described as tenants by the entireties.

That James E. Griffith died on October 25th, 1952, thereby vesting a fee simple title to the said realty in the survivor, Ursula I. Griffith.

That on May 16th, 1959, Ursula I. Griffith died testate seized and possessed of the aforesaid parcel of land and by her last will and testament dated the 15th day of January, 1953, and recorded among the Testamentary Records of Anne Arundel County in Will Book No. 59, HSC 2, folio 423, a certified copy of said will being filed herewith as Plaintiffs' Exhibit "B", she devised the aforesaid real estate as follows:

"I devise my real estate located in the City of Annapolis on the corner of Adams Street and Windsor Avenue improved by a dwelling known and numbered 316 Adams Street to Thornton H. Griffith, Myrtle Harrison, Edward Griffith, Reed Griffith, and Marion Teves, share and share alike, the child or children of any of my aforesaid children who shall predecease me or shall be absent or unheard from for a period of more than seven years at the time of my death shall stand in the place and stead of her, his or their deceased parent and shall take his, her or their deceased parent's share per stirpes and not per capita."

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 150 PAGE 387

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 26, 1963

We hereby certify, that the annexed

Order of Publication

Eq. 15,447

Thornton H. Griffith, 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 5th day of April, 1963. The first insertion being made the 4th day of March, 1963.

FILED

1963 MAR 26 PM 3:00

THE CAPITAL-GAZETTE PRESS, INC.

By A. Pilghman

That Reed Griffith died intestate October 5th, 1955, having never been married so that his share devolved by operation of law upon the remaining four children, parties to this suit.

That said Thornton Griffith has been absent and unheard from for more than twenty years and when last heard from his address was given as P.O. Box 122, Jackson, California, and when last heard from he had a wife Mildred Griffith from whom he was separated and she resided at No. 1412 "D" Street, SE, Washington, D.C. and so far as your Orators know there were two children born as a result of this marriage, to wit: Arlene McNalley who resides at 1412 "A" St., SE, Washington, D. C., and Corrine Griffith who died without leaving any children.

That the said real estate cannot be divided in kind without material loss or injury.

It is thereupon, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that the Complainants, by causing a copy of this order to be inserted in some newspaper printed and published in Anne Arundel County, once in each of four successive weeks before the 5th day of April, 1963, giving notice to the said non-resident Respondents of the object and substance of this bill, warning them to be and appear in this Court, in person or by solicitor, on or before the 7th day of May, 1963, and show cause if any they have, why the relief prayed should not be granted.

LOUIS N. PHIPPS, Clerk

True Copy. TEST:

LOUIS N. PHIPPS, Clerk

M-25

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 27th day of May ,

1963 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, George B. Woelfel, Attorney for Myrtle Harrison and George Harrison, her husband,

plaintiffs , in the above entitled cause, and made oath, in due form of law, that defendant
(Here, state facts showing that the defendant is not in the military service of the United States of America.)
Thornton H. Griffith has not been heard from for over twenty years and that a registered letter with return receipt requested was mailed to Thornton H. Griffith, P.O. Box 122, Jackson, California, his last known address, on January 31st, 1963, which said letter was returned marked "Addressee unknown" and the said defendant is now too old to be in the military service and that Mildred Griffith, wife of Thornton Griffith, resides in Washington, D.C., with her daughter, Arlene McNalley, and she is not in the military service

xandxxxxxxxxnotxinxthexmilitaryxservice of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 27th day of May , 19 63 .

Notarial
Seal

Mary M. [signature]
Notary Public.

My Commission will expire on: May 3, 1965 .

Filed,

FILED
1963 MAY 28 PM 12:21

10

BOOK 150 PAGE 390

Myrtle A. Harrison and George Harrison, her husband,	:	No. 15,448 Equity
vs.	:	In the Circuit Court for
Edward F. Griffith, et al	:	Anne Arundel County

: : : : : : : : : :

AFFIDAVIT OF EFFORT
TO LOCATE NON-RESIDENTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 27th day of May, in the year 1963, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George B. Woelfel who made oath in due form of law that he inquired of Thornton H. Griffith's family to ascertain if any knew of his present whereabouts and Mrs. Harrison produced the last letter anyone had received from him which was dated more than twenty years ago so a letter was sent to Thornton H. Griffith, P.O. Box 122, Jackson, California, registered mail, but said letter was returned marked "Addressee unknown". That Mildred Griffith, wife of said Thornton H. Griffith, was separated from her husband at the time he went to California and she has not heard from him since he left nor has her only living child, Arlene McNalley, with whom she makes her home, ever heard from him. That Mrs. Mildred Griffith knows about this proceedings but is not interested since it means nothing in her pocket.

George B. Woelfel
Affiant

Witness my hand and seal Notarial.

Mary M. Haff
Notary Public

FILED
1963 MAY 28 PM 4:29

BOOK 150 PAGE 391

Myrtle A. Harrison and George Harrison, her husband	No. 15,448 ~~DIVORCES~~ - EQUITY
vs.	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Edward F. Griffith, et al	

DECREE PRO CONFESSO

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

It is, thereupon, this 29th day of May, 19 63, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

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

O. Bowen Duckett
Judge

FILED
1963 MAY 29 PM 3:51

12

BOOK 150 PAGE 392

Myrtle A. Harrison and George Harrison, her husband,

vs.

Edward F. Griffith, et al

No. 15,448 ~~DIVORCES~~ - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendant unknown heirs of Thorton H. Griffith, if he be dead, after Order of Publication duly published ~~(or served) (having been duly summoned)~~ having failed to appear to the Bill of Complaint and answer same, according to the command of the said Order of Publication ~~(or Writ of Summons)~~

It is thereupon this 5th day of August 1963, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendant .

And it is further ordered that leave is hereby granted to the Plaintiff to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said Bill.

Judge

FILED

1963 AUG -6 PM 2:27

13

BOOK 150 PAGE 393

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 2nd day of August, 19 63, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Myrtle A. Harrison

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

Edward F. Griffith and Alice Griffith, his wife, reside at 2232 Milliman Street, Baltimore, Maryland, and Marion Teves and Vernon Teves, her husband, reside at 4015 Sixth St., Brooklyn, Md.,

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 2nd day of August, 19 63.

Notarial Seal

Mary M. Stoff
Notary Public

My Commission will expire on: 5/3/65

Filed,

FILED
1963 AUG -5 AM 11:10

14

BOOK 150 PAGE 394

Myrtle A. Harrison and George Harrison, her husband,	No. 15,448 ~~DIVORCES~~ - - EQUITY
vs.	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Edward F. Griffith, et al	

DECREE PRO CONFESSO

The Defendants, Edward F. Griffith, Alice Griffith, Marion Teves and Vernon Teves ~~after Order of Publication duly published for seven~~ (having been duly summoned) having failed to appear to the Bill of Complaint and answer same, according to the command of the said ~~Order of Publication for~~ Writ of Summons.)

It is thereupon this 5th day of August 1963 by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendant .

And it is further ordered that leave is hereby granted to the Plaintiff to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said Bill.

O Bowie Duckett
Judge

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15

BOOK 150 PAGE 395

Myrtle A. Harrison and George Harrison, her husband	:	No. 15448 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Edward F. Griffith, et al	:	Anne Arundel County
	:	

: : : : : : : :

ANSWER OF ARLENE McNALLEY

To the Honorable, the Judges of said Court:

The answer of Arlene McNalley who resides at 1412 "D" Street, SE, Washington, D.C., respectfully shows:

1.

That this Respondent admits that James E. Griffith and Ursula I. Griffith, his wife, her grandparents, owned a lot of ground in Anne Arundel County 41½ foot front with an even depth of 120 feet which they procured from Kenneth S. Lowman and wife.

2.

This Respondent admits that both of her grandparents are dead; that James E. Griffith died first and Ursula I. Griffith subsequently died.

3.

This Respondent admits that by the last will and testament of Ursula I Griffith said real estate was to be divided into five parts, one to Thornton H. Griffith, one to Myrtle Harrison, one to Edward Griffith, one to Reed Griffith and the last to Marion Teves with the proviso that if any of the aforesaid children should be absent or unheard from for a period of more than seven years, that his or her children should stand in the place and stead of the absent parent.

4.

This Respondent admits that Reed Griffith died intestate without ever having married so that his share devolved upon the other four children.

5.

This Respondent admits that Thornton H. Griffith, her father,

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has been absent and unheard of for more than seven years prior to the death of her grandmother, Ursula I. Griffith, and that her mother had two children, to wit: Corrine Griffith who died 9/25/47 without leaving any children and she herself Arlene McNalley so that she should be the sole recipient of a one-fourth interest.

6.

This Respondent admits that the property is improved by a small bungalow which cannot be divided in kind in four parts without material loss or injury, wherefore, your Respondent does agree to the sale of the said real estate and a division of the proceeds as heretofore outlined.

And as in duty bound, etc.

Arlene McNalley

Arlene McNalley

George B. Woelfel, Jr.

George B. Woelfel, Jr.,
Solicitor for Arlene Nalley
9-11 School Street
Annapolis, Maryland.

17

MYRTEL A. HARRISON, et ux.	*	IN
Plaintiff	*	THE CIRCUIT COURT
vs.	*	FOR
EDWARD F. GRIFFITH, et ux, et al.,	*	ANNE ARUNDEL COUNTY
Defendant	***	No. 15,448 Equity

****

TESTIMONY ON BEHALF OF PLAINTIFF

Taken 29 August 1963

PRESENT:

GEORGE B. WOELFEL, ESQ., Solicitor for Plaintiff

JOHN G. ROUSE, JR., ESQ., Court Examiner and Master

Mrs. Audrey C. Geregitano, Court Stenographer

WITNESSES:

Myrtle Harrison, Pages 2 - 6

J. Walter Scholz, Esq., Pages 7 - 8

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1963 SEP 19 AM 11:56

(REGISTERED LETTER, COPY AND RETURNED LETTER MARKED "ADDRESS UNKNOWN", FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

MYRTLE HARRISON, a witness of lawful age being first duly sworn, deposes and says:

(MR. WOELFEL)

1 State your name and address.

A Myrtle Harrison, 818 Parkwood Avenue.

2 And your husband is named George Harrison?

A That's right.

3 Did you know James E. Griffith and Ursula I. Griffith, his wife?

A They were my mother and father.

4 Are they living or are they dead?

A No, they're both dead.

5 When did James E. Griffith die?

A Let's see ----

6 October 25, 1952?

A Yes - '52 and '59.

7 When did Ursula I. Griffith, his wife, die?

A May 16th, '59.

8 1959?

A Yes.

9 Now, did they own any real estate of which they died seized and possessed?

A Yes, a house on 316 Adams Street in Eastport.

10 Is that the property they got from Kenneth S. Lowman and Naomi M. Lowman, his wife?

A Yes, sir.

(CERTIFIED COPY OF DEED DATED 8 APRIL 1952 AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER J.H.H. NO. 675, FOLIO 77, FILED HEREWITH MARKED EXAMINER's EXHIBIT NO. 2)

19

11 Did your mother, Ursula I. Griffith, die testate or intestate? By that I mean, did she leave a will or did she die without a will?

A She left a will.

12 And is this a certified copy of her Will dated January 15, 1953, and recorded among the Testamentary Records of Anne Arundel County in Will Book No. 59, HSC 2, folio 423?

(MR. ROUSE)

13 That's her Will, is it not?

(WITNESS)

A Yes, sir.

(CERTIFIED COPY OF WILL DATED 15 JANUARY 1953 OF URSULA I. GRIFFITH FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 3)

(MR. WOELFEL)

14 Now, under the provisions of the Will, she devised her real estate to Thorton H. Griffith, Myrtle Harrison, Edward Griffith, Reed Griffith and Marion Teves?

A That's right. Share and share alike.

15 Now, were any of those children absent or unheard of for more than seven years?

A Yes, sir.

16 When is the last time you heard from Thorton?

A In 1941.

17 And the address on that envelope, was that the address he had in 1941?

(MR. ROUSE)

18 That's the last known address?

A Yes.

19 Uh-huh. Post Office Box 122, Jackson, California?

A That's right.

20

(MR. WOELFEL)

20 As to this piece of property, can it be divided in kind without material loss or injury to you five children?

A No, uh-uh.

21 And the reason you can't divide it is because there's a house on it and it's one lot?

A Yes.

22 If you cut the house in five parts you wouldn't have anything, is that correct?

A That's right.

23 So in your opinion, the only thing to do is to sell the house and lot and divide the money?

A That's right.

24 What do you think that real estate is worth?

A It's $5,000 - I mean $8,500

25 Now, is Marion Teves living?

A Yes, sir.

26 Is Reed Griffith living?

A No, sir.

(MR. ROUSE)

27 Marion Teves living?

A Yes.

28 Reed Griffith is not living?

A That's right.

(MR. WOELFEL)

29 When did he die?

(MR. ROUSE)

30 Would October 5, 1955, be right?

A Yes.

21

(MR. WOELFEL)

31 Were there any children surviving him?

A No.

32 He left no childreN?

A He had no children.

33 Did he leave a wife?

A No.

34 Edward Griffith, is he living?

A Yes, sir.

35 And of course, you're Myrtle Harrison?

A That's right.

36 Now, Thorton H. Griffith, is he living or dead, if you know?

A We don't know.

37 How long has he been absent and unheard of by you?

A Since 1941.

38 For more than twenty years?

A Yes, sir.

39 When he was last heard of was he living at P. O. Box 122, Jackson, California?

A Yes, he was last living at that address.

40 Were there any children born as a result of that marriage?

(MR. ROUSE)

41 Any children born to Thorton Griffith, that you know of?

A Yes, sir, he had two daughters.

(MR. WOELFEL)

42 Do you know their names?

A Arlene and Corrine.

43 Are they alive?

A Arlene is living; Corrine is dead.

44 Did Corrine have any children?

A No, sir.

22

45 Where does Arlene live?

A She lives in Washington.

46 At 1412 D Street, Southeast?

A Yes, sir.

47 And there were no other children that you know of?

A No, sir.

48 And no other children that you know of?

A No, sir.

49 And no other children who have died other than Corrine?

A No, sir.

(MR. ROUSE)

Mr. Woelfel, -----

(MR. WOELFEL)

50 What in your opinion is a fair market value of this property?

A $8,500.00.

23

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...Myrtle Harrison.....

24

J. WALTER SCHOLZ, a witness of lawful age being first duly sworn, deposes and says:

(MR. WOELFEL)

1 Now, Mr. Scholz, state your name and address.

A J. Walter Scholz, 145 Main Street, I'm a broker and appraiser, also Attorney at Law.

2 How long have you been engaged in the broking and appraising business?

A Since 1947.

3 And as such, you have been called upon to buy and sell and appraise property in Anne Arundel County?

A Right.

4 And have you ever been into the Court as an appraiser, Circuit Court, Orphans' Court - in testimony such as this, in Equity cases?

A Yes.

5 Are you familiar with this property?

A I am.

6 State the size of the lot, as located.

A The size of the lot is 41.5 feet on Adams Street by 120 feet deep, even depth therefrom, and it runs back, as I said, 120 feet along Francis Street, as it was formerly known, It's now known as Windsor Street. It's a corner lot. The property consists of a frame dwelling, wood shingle, with a front and back porch, two small bedrooms, living room, dining room, small but adequate kitchen, one-half basement and the dwelling is 25 feet wide by 30 feet deep, approximately 750 feet square. The property also has a garage, and this is in a sad state of repair. The property

25

also is fenced. I have appraised the lot at fair market value at the present time at $2,000.00. I have, taking the square feet, 750 multiplied by 11.5, to give me the replacement cost which gives me a figure of $8,625.00. The house was built approximately as near as I can gather ----

7 Was that $8,625.00?

A $8,625.00. Now, I have depreciated that figure 20%.As near as I can determine, the house was built around 1932. There were 4, 5 or 6 houses of the same type built in that neighborhood. The other houses in the neighborhood have been improved and have somewhat a different appearance, but the general outline could be determined that these were the type houses that were built. The 20% depreciation from the total figure, the total figure being the $8,625.00 plus the $2,000.00 appraisal on the lot gives you $10,625.00 total replacement cost. The depreciation of 20% or $1,725.00, less the paint which is required or necessary on the outside of the house to replace worn woodwork, $235.00; repair and replacement - renewal of roof, $295.00; the plastering and interior repairs of $150.00 gives you a total deduction of $2,405.00 or a present value, or a fair market value, of $8,220.00. This property is not profitable of division in kind due to the fact that it is a singular piece of property, a corner piece of property, and only one person could be justified, or two persons jointly could be justified in its ownership, or any more multiples of that.

8 Then in your opinion, you do not think that it can be divided in kind without material loss or injury to one of the parties?

A It cannot be done.

26

QUESTION BY THE EXAMINER:

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

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

Answer.....

Signature.....

27

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

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

Witness my hand and seal this 19th day of September 1963

John G. Rouse, Jr. (SEAL)
John G. Rouse, Jr., Examiner

28

J.R. $25.00
A.G. $10.00

BOOK 150 PAGE 408

January 31st, 1963.

Mr. Thornton H. Griffith,
P.O. Box 122,
Jackson, Calif.

Dear Mr. Griffith:

By the last will and testament of your mother, Ursula Griffith, you were devised a one-fourth share in her real estate situate in Annapolis. We are now about to sell the property but cannot do so unless we have the signature of you and your wife or file a suit case to sell it for the purpose of partition. Please advise me if you receive this letter and if your wife is still living and if so, to give me her full name.

Very truly yours,

GBW/h

REGISTERED NO. 6302

Value $ NV Spec. del'y fee $

Fee $ 60 Ret. receipt fee $ 10

Surcharge $ Rest. del'y fee $

Postage $ 5 ☐ Airmail

POSTMARK

ANNAPOLIS JAN 31 1963

Postmaster By

From Geo B. Woelfel
9-11 School St.

To Thornton H. Griffith
P.O. Box 122 Jackson Calif.

POD Form 3806
Dec. 1959

c48—10—7493-4

Examiner's Exhibit No. 1
Harrison et al v. Griffith et al Eq 15,448
John S. Rouse Jr. Exam.

FILED

1963 SEP 19 AM 11:56

29

LAW OFFICES
GEORGE B. WOELFEL
ANNAPOLIS, MD.
9-11 SCHOOL STREET

BOOK 150 PAGE 409

REGISTERED
NO. 6302
RETURN RECEIPT REQUESTED

Mr. Thornton H. Griffith
P.O. Box 122, Jackson, California.

RETURNED TO WRITER
REASON CHECKED
Unclaimed ..... Refused .....
Addressee unknown .....
Insufficient Address .....
No such street ..... number .....
No such office in state .....
Do not remail in this envelope

REGISTER AND RETURN RECEIPT

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1963 SEP 19 AM 11:56

Examiner's Exhibit No. 7
Harman, et al v. Griffith, et al
Equity No. 15,448
John S. Rowe Jr. Examiner

30

MYRTLE A. HARRISON, et ux.	*	IN
Plaintiff	*	THE CIRCUIT COURT
vs.	*	FOR
EDWARD F. GRIFFITH, et ux, et al.,	*	ANNE ARUNDEL COUNTY
	*	No. 15,448 Equity
Defendant	*	
	*	

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

REPORT OF EXAMINER AND MASTER

2/20/63 Bill to Sell Realty for Purposes of Partition filed.

Substance of Bill as Supported by Testimony and Exhibits:

The property involved herein (described in Exhibit 2) was owned by Ursula I. Griffith who died testate on 5/16/59. In her will, (Exhibit 3) she devised the real estate to her children, Thornton H. Griffith, Myrtle Harrison, Edward Griffith, Reed Griffith and Marion Teves, "share and share alike, the child or children of any of my aforesaid children who shall predecease me or shall be absent or unheard from for a period of more than seven years at the time of my death shall stand in the place and stead of her, his or their deceased parent and shall take his, her or their deceased parent's share per stirpes and not per capita".

Thornton Griffith has been absent and unheard from since 1941. At that time he had a wife living in Washington, D. C., from whom he was separated and two children, Arlene McNally of Washington, D. C. and Corrine Griffith, who died without children.

Reed Griffith died childless in 1955, having never married. Myrtle Harrison, Edward Griffith and Marion Teves are all living.

Parties: The Bill was filed by Myrtle A. Harrison (and her Husband). The named defendants were Edward F. Griffith and wife, Marion Teves and husband, Thornton H. Griffith and Mildred Griffith, his wife (non-residents) and the unknown heirs of Thornton H. Griffith if he be dead. All of the defendants were served personally or by publication and decrees pro confesso are entered against each.

Arlene McNalley was not made a party but after the testimony was taken, she filed an answer, signing her name as "Arlene Nalley".

Since Corrine Griffith died without children her heir-at-law would be her mother (Article 93, Sec. 142) who is a party to the proceeding. Accordingly, it is believed that all persons having any interest in the property are parties in the case.

At the taking of testimony, the witnesses (including one qualified appraiser) stated that the property could not be divided in kind without material loss or injury to the parties. The Plaintiff testified that the fair market value of the property was $8500.00 while the appraiser testified that in his opinion the fair market value was $8220.00

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On the basis of the present record it is not known when Corinne Griffith died. The date of her death would be determinative of whether she had a vested interest in the property which passed to her mother, Mildred Griffith, under Section 142 of Article 93. It is presumed that this matter will be developed by further proof prior to distribution of the proceeds of sale.

Case ready for decree September 20, 1963.

Attached form of decree recommended.

Examiner and Master

38

MYRTLE A. HARRISON, et ux.	*	IN
Plaintiff	*	THE CIRCUIT COURT
vs.	*	FOR
EDWARD F. GRIFFITH, et ux. et al.,	*	ANNE ARUNDEL COUNTY
	*	NO. 15,448 EQUITY
Defendant	*	
	*	
	*	

* * * * * * * *

DECREE

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

It is thereupon this 30th day of September, 1963 by the Circuit Court for Anne Arundel County,

ADJUDGED, ORDERED and DECREED that the property mentioned in these proceedings be sold at public or private sale, and if at private sale, for not less than $8,220.00, the appraised value thereof, as testified to by the appraiser, and that George B. Woelfel be, and he is hereby, appointed Trustee to make such 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 Eight Thousand and Five Hundred ($8500.00) Dollars conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Order or Decree in the premises; he shall then proceed to make the sale and if at public sale by giving at least 3 weeks' notice by advertisement of the time, place and terms of sale in a newspaper published in Anne Arundel County, and such other notice as he may think proper, the terms of which said sale shall be as follows: a deposit of 10% of the amount shall be paid in cash on the day of sale and the balance shall be paid in cash on the final ratification of such sale by this Court, or all cash at the option of the purchaser, any deferred payment to bear interest from the date of sale at the rate of 6%.

33

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

And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting therefrom the cost of this suit and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith he shall appear to have discharged his trust.

D. Bruce Dunlap
Judge

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BOOK 12 PAGE 190

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 150 PAGE 414
Equity #15,448

Bond No. 424787

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eight Thousand Five Hundred Dollars ($8,500.00) current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 4th day of October, 19 63.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Myrtle A. Harrison, et al vs. Edw. F. Griffith dated September 30, 1963, George B. Woelfel was appointed Trustee to make sale of the property described in said proceedings, and the said George B. Woelfel is about to execute said power and make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

George B. Woelfel (SEAL)
George B. Woelfel PRINCIPAL

WITNESS:

Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 4 day of October, 1963
Louis N. Phipps, Clerk

FILED

35

BOOK 150 PAGE 415

MYRTLE A. HARRISON, et ux	: No. 15,448	Equity
	: In the Circuit Court	
vs	: for	
	:	
EDWARD F. GRIFFITH, et ux, et al	: Anne Arundel County	

: : : : : : : : : :

REPORT OF SALE

To the Honorables, the Judges of said Court:

The Report of George B. Woelfel, Trustee, appointed by Decree of this Honorable Court passed in the above entitled cause and dated the 30th day of September, 1963, to sell the property therein described at a public or private sale, and if at a private sale then for a sum not less than Eight Thousand, Two Hundred and Twenty Dollars ($8,220) respectfully shows:

That after giving bond with security for the faithful performance of his trust and after having complied with all the provisions of said Decree and the law in such cases made and provided, the aforesaid Trustee sold said property generally described as No. 316 Adams Street, Annapolis, Maryland, and more fully described in a deed dated April 8, 1952 from Kenneth S. Lowman and wife to James E. Griffith and wife and recorded among the Land Records of Anne Arundel County in Liber JHH No. 675, folio 77, at a private sale to George Harrison and Myrtle A. Harrison, his wife, for the sum of Eight Thousand, Two Hundred and Twenty Dollars ($8,220) in accordance with the Decree of Court with a deposit of Five Hundred ($500) and the balance to be paid in cash upon ratification of the sale.

Respectfully Submitted,

George B. Woelfel

George B. Woelfel—Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify on this 4th day of October, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Trustee, who made oath in due form of law that the matters and facts set forth in the aforegoing report of sale are true to the best of his personal know-

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36

ledge and belief and that the sale was fairly made.

Witness my hand and seal notarial.

Mary M. Hoff

Mary M. Hoff, Notary Public

364

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,448 Equity

MYRTLE A. HARRISON, et ux
versus
EDWARD F. GRIFFITH, et ux. et al

Ordered, this 4th day of October, 1963, That the sale of the property in these proceedings mentioned made and reported by George B. Woelfel, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th 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 12th day of November next.

The report states that the amount of sale was $8,220.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

O-31

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 150 PAGE 417

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 11, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,448
Edward F. Griffith

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 November, 1963. The first insertion being made the 10th day of October, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 NOV 12 AM 9:42

By H. Tilghman

37 No. M. G. 7532

ORDER NISI

BOOK 150 PAGE 418

MYRTLE A. HARRISON, et ux

versus

EDWARD F. GRIFFITH, et ux, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,448 Equity

Ordered, this 4th day of October, 19 63, That the sale of the property in these proceedings mentioned made and reported by George B. Woelfel, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th 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 12th day of November next.

The report states that the amount of sale was $ 8,220.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

George B. Woelfel, Atty.

Maryland Gazette (for Oct. 10 edition)

(Final Order)

MYRTLE A. HARRISON, et ux

versus

EDWARD F. GRIFFITH, et ux, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of November, 19 63 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee ~~allowed the~~ usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse
JUDGE.

FILED

1963 NOV 13 PM 3:30

38

In the Case of BOOK 150 PAGE 419

MYRTLE A. HARRISON and GEORGE HARRISON, her husband

VS.

EDWARD F. GRIFFITH, et ux, et al

In the

Circuit Court

For

Anne Arundel County

No. 15,448 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 27 PM 3:16

All of which is respectfully submitted.

November 27, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 13th 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.

Louis N. Phipps

Clerk

Per B. Fitzhugh, deputy

FILED

1963 DEC 13 PM 12:51

39

40

Dr. MYRTLE A. HARRISON and GEORGE HARRISON, her husband vs. EDWARD F. GRIFFITH, et ux, et al

BOOK 150 PAGE 420

In Acct. with GEORGE B. WOELFEL, Trustee

Cr.

1963						
Oct.	4	Proceeds of Sale	8,220	00		
		Interest on deferred payment of $7,720.00				
		from 10/4/63 to 10/28/63	30	96	8,250	96
					8,250	96
		To Trustee for fee, Court order 11/21/63	150	00		
		To Trustee for commissions, viz:	277	53	427	53
		To Trustee for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Defendants solicitors appearance fee	10	00		
		Clerk of Court = Court costs	89	75		
		Frank J. Pelz - sheriffs costs	13	40		
		John G. Rouse, Jr., - Masters fee	25	00		
		Audrey C. Geregitano - stenographers fee	10	00		
		Auditor - stating this account	45	00	203	15
		To Trustee for expenses, viz:				
		Capital Gazette Press - Order of Publication	113	76		
		Capital Gazette Press - Order nisi, sale	15	00		
		Globe Indemnity Company - bond premium	34	00		
		Louis N. Phipps,Clerk-certified copy of deed	2	25		
		Geo.M.Nutwell,Register- " " " Will	2	25		
		J. Walter Scholz - appraisers fee	25	00		
		Annapolis Water Co. - water 9/20 to 10/4/63	1	08		
		State & County Taxes-1/1/63 to 10/4/63 (113.76)	86	58		
		City of Annapolis " -7/1/63 to 10/4/63 (73.45)	19	18		
		One-half cost documentary stamps	14	02		
		Mary M. Hoff - notary fees	2	00	315	12

		Balance for distribution: $7,305.16				
		To Myrtle Harrison, daughter, one-fourth	1,826	29		
		To Edward Griffith, son, one-fourth	1,826	29		
		To Marion Teves, daughter, one-fourth	1,826	29		
		To Arlene Nalley, A/K/A Arlene McNalley, grandaughter, one-fourth	1,826	29	7,305	16
					8,250	96

PETITION FOR FORECLOSURE

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate,

VS. PLAINTIFF

DAVID L. JONES AND

HILDA M. JONES, HIS WIFE,

DEFENDANTS

BOOK 150 PAGE 422

IN THE

CIRCUIT COURT

FOR

~~OF~~

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No 15,817 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 17th day of July A. D. 1961 the defendants executed and delivered to said Plaintiff a mortgage upon certain fee simple property in the ~~City of Baltimore~~ Anne Arundel County therein described, to secure the payment of the mortgage debt of $ 15,200.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That default has occurred in the conditions and covenants 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.

Levy & Dutt

Attorneys for Plaintiff

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

Petitioner's Exhibit No. 1

BOOK 1492 PAGE 584

MORTGAGE

No. 15,817 Equity

BOOK 150 PAGE 423

THIS MORTGAGE, Made this 17th day of July, A. D. 1961 by and between DAVID L. JONES and HILDA M. JONES, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC. a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for borrowed money in the principal sum of FIFTEEN THOUSAND TWO HUNDRED Dollars ($15,200.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five & one-half per centum (5½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., in Baltimore Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Eighty-six and 34/100ths Dollars ($86.34), commencing on the first day of September, 1961 and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 1991. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

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

10—55500-G

BEING known and designated as Lot No. 18 as shown on the Plat of Stagecroft, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 31, folio 6. The improvements thereon being known as No. 614 Newfield Road.

BEING the same lot of ground described in a Deed bearing even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from Reliable Homes Corporation to the said David L. Jones and Hilda M. Jones, his wife.

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

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DO NOT INDEX IN CHATTELS

J.H.

2

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, **forever, in fee simple.**

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

BOOK 1492 PAGE 586
BOOK 150 PAGE 425

5

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

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

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

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

Witness:

John H. Ditto Jr.

JOHN H. DITTO, JR.

David L. Jones [SEAL]
David L. Jones

[SEAL]

Hilda M. Jones [SEAL]
Hilda M. Jones

[SEAL]

STATE OF MARYLAND, BALTIMORE COUNTY to wit:

I HEREBY CERTIFY, That on this the 17th day of July, 1961, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared DAVID L. JONES and HILDA M. JONES, his wife known to me (or satisfactorily proven) to be the person(s) whose name(s) [redacted] (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 W. RAMSAY COULSON, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

John H. Ditto Jr.
Notary Public
JOHN H. DITTO, JR.

My commission expires:

May 6, 1963

Rec'd for record July 21, 1961 at 1:40 P.M.
Mailed to Levy + Ditto

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate
PLAINTIFF

VS.

DAVID L. JONES AND HILDA M. JONES, HIS WIFE,
DEFENDANTS

PETITIONER'S EXHIBIT NO. 1

Mr. Clerk:
Please file, etc.
Levy + Ditto

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

BOOK 150 PAGE 427

IN THE

CIRCUIT COURT

FOR

[redacted]

[redacted]

ANNE ARUNDEL COUNTY

No. 15,817 Equity

Docket 21 Folio 201

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.
PLAINTIFF

vs.

DAVID L. JONES AND

HILDA M. JONES, HIS WIFE
DEFENDANTS

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 ROBERT S. CLARK, Treasurer of Century Savings and Loan Association of Baltimore City, Inc.

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

(1) said defendant~~s~~ are not in the military service of the United States,

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

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

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

Robert S. Clark
Affiant.

Subscribed and sworn to before ~~me~~
this 19th day of August 1963.

Karl M. Peery
Notary Public

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6

STATEMENT OF MORTGAGE CLAIM

BOOK 150 PAGE 428

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate,
PLAINTIFF

vs.

DAVID L. JONES AND

HILDA M. JONES, HIS WIFE,
DEFENDANTS

IN THE

CIRCUIT COURT

FOR

~~XXX~~

~~XXXXXXXXXXXXX~~

ANNE ARUNDEL COUNTY

No. 15817

STATEMENT OF MORTGAGE DEBT

Amount of mortgage loan	$ 15,200.00
Interest to August 1st, 1963	340.75
Five months late charge	11.80
	15,552.55
Debit in Expense Account	10.22
	15,562.77
Amount paid on principal of loan	330.19
Balance due	15,232.58

15200.00
10.22
10.22
330.19
4880.03

Robert S. Clark

Treasurer - Century Savings and Loan Association of Baltimore City, Inc.

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, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared ROBERT S. CLARK, Treasurer of the CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC. - - - - - - - - - - - - - - - the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

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As witness my hand and Notarial Seal,

Karl M. Levy

Notary Public.

BOOK 150 PAGE 429

DECREE FOR SALE OF MORTGAGE PREMISES

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate, PLAINTIFF	IN THE **CIRCUIT COURT** FOR ANNE ARUNDEL COUNTY
vs.	No. 15,817 Equity
DAVID L. JONES and HILDA M. JONES, his wife DEFENDANTS	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 nineteen hundred and sixty-three, by the Circuit Court for Anne Arundel County, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that WILLIAM M. LEVY be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of FIFTEEN THOUSAND FIVE HUNDRED Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $750.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs 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

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8

Trustee's Bond

BOND NO. 77 17 352

BOOK 12 PAGE 189

No. 15817 Equity

KNOW ALL MEN BY THESE PRESENTS:

BOOK 150 PAGE 430

THAT WE William M. Levy, 1219 Fidelity Building Baltimore, Maryland as principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND 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 Fifteen Thousand Five Hundred and 00/100 ($15,500.00) 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, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 2nd day of October in the year of our Lord one thousand nine hundred and sixty-three.

WHEREAS, the above bounden William M. Levy by virtue of a decree of the Honorable Judge of the Circuit Court of Baltimore City, has been appointed trustee to sell certain property

mentioned in the proceedings in the case of The Century Savings and Loan Association of Baltimore City

vs.

David L. Jones and Hilda M. Jones, h/w

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN William M. Levy 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

Bethe L. Breeden

Signed, sealed and delivered in the presence of

As to Surety: Hilda V. Hunter

Hilda V. Hunter

William M. Levy (SEAL)

(SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (SEAL)

By: (SEAL)

Joseph C. McHugh Attorney-in-Fact

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of MARYLAND does hereby constitute and appoint ROY E. JULIE, JR., JOHN W. HARRISON, JR., E. V. SHOCKLEY, JOSEPH C. McHUGH, CLINTON A. KILLAM, JR., KARL L. JOHNSTON, JAMES R. COLE OR HUBBARD L. VOLENICK 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.

1963 OCT -3 AM 11:40

IN WITNESS the seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND duly affixed by its Vice-President and attested by its Assistant Secretary, this 25th day of January, 1961 [redacted].

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: WM. H. C. GRIFFITH
Vice President

ATTEST: JOHN C. GARDNER
Assistant Secretary

FIDELITY AND DEPOSIT COMPANY OF MARYLAND INCORPORATED 1890

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

October 2, 1963 FIDELITY AND DEPOSIT COMPANY OF MARYLAND

J. J. Moore *Assistant Secretary*

Bond approved this 3 day of October, 1963

Louis N. Phipps, Clerk

VY AND DITTO
Solicitors
1219 Fidelity Building
Baltimore 1, Maryland

Trustee's Sale

Of Valuable Fee Simple Property

NO. 614 NEWFIELD ROAD
GLEN BURNIE

By virtue of a decree of the Circuit Court for Anne Arundel County (No. 15817 - Equity) the undersigned Trustee will sell at Public Auction on the premises on

Tues., Oct. 8, 1963
at 3:00 O'clock P.M.

ALL That Lot of Ground and Improvements Thereon, situate in the Fifth Election District of Anne Arundel County in the development known as "Stagecroft" and being known and designated as Lot No. 18, as shown on the Plat of Stagecroft, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 31, folio 6. The improvements thereon being known as No. 614 Newfield Road.

In Fee Simple.

The improvements consist of one story frame dwelling containing 3 bedrooms, 1 bath, kitchen and living room with dining area; hot water gas fired heat.

Subject to utility, agreements, restrictions of record and the minimum set back line as shown on the Plat of Stagecroft.

TERMS OF SALE: A cash deposit of $700.00 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 the date of sale to the day of settlement. Taxes and all other expenses, including Sanitary District Charges, if any, and all other assessments and public charges to be adjusted to the day of sale; cost of all documentary revenue stamps, and County Transfer Tax, if any, to be borne by the Purchaser.

WILLIAM M. LEVY,
Trustee
E. T. NEWELL & CO., INC.
Auctioneers
120-26 W. North Avenue
Baltimore 1, Md.

O-3

No. 1)

OFFICE OF

Maryland Gazette

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

BOOK 150 PAGE 431

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 8, 1963

We hereby certify, that the annexed
Trustee's Sale
Eq. 15,817
No. 614 Newfield Road

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of October, 1963. The first insertion being made the 12th day of September, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963
OCT -9 PM 12:22
By H. Tilghman

BOOK 150 PAGE 432

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 8th day of October, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter A. Stevens, agent for Century Savings and Loan Association of Baltimore City / purchaser at the foreclosure sale in this cause, and made oath in due form of law (~~that he is the purchaser and purchased the same as principal and not as agent for anyone~~) (that he is the agent for the purchaser, Century Savings and Loan Association of Baltimore City, Inc /,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Walter A Stevens (SEAL)
Purchaser

William M. Shute
Notary Public

FILED

1963 OCT 11 AM 10:27

REPORT OF SALE

BOOK 150 PAGE 433

IN THE

CIRCUIT COURT

FOR

~~XXX~~

~~XXXXXXXXXXXX~~
ANNE ARUNDEL COUNTY
(IN EQUITY)
15817

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.

vs.

DAVID L. JONES AND

HILDA M. JONES, his wife
Defendants

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

The Report of Sale of William M. Levy

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

the fee simple property

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

Maryland Gazette, Glen Burnie, Maryland

Glen Burnie, Anne Arundel County

a 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 Tuesday the 8th day of Oct. 1963 at 3:00 o'clock P. M. attend on the premises and then and there sold the fee simple property situate in Glen Burnie, Anne Arundel County, being known as 614 Newfield Road and fully described in a copy of the advertisement in the Maryland Gazette attache hereto, unto Century Savings and Loan Association of Baltimore City Inc. at and for the price or sum of twelve thousand two hundred fifty dollars ($12,250.00)(cash upon ratification of the sale) which wa then and there the highest bidde therefore.

Respectfully submitted,

William M. Levy

WILLIAM M. LEVY, TRUSTEE

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 9th day of October 1963 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore aforesaid, personally appeared WILLIAM M. LEVY,

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 OCT 11 AM 10:26

As witness my hand and Notarial Seal,

Bettie L. Breeden

Bettie L. Breeden *Notary Public.*

LEVY AND DITTO
Solicitors
1219 Fidelity Building
Baltimore 1, Maryland

BOOK 150 PAGE 434

Trustee's Sale

Of Valuable Fee Simple Property

NO. 614 NEWFIELD ROAD
GLEN BURNIE

By virtue of a decree of the Circuit Court for Anne Arundel County No. 4501 - Equity, the undersigned Trustee will sell at Public Auction on the premises on

Tues., Oct. 8, 1963
at 3:00 O'clock P.M.

ALL That Lot of Ground and Improvements Thereon, situate in the Fifth Election District of Anne Arundel County in the development known as "Stagecroft" and being known and designated as Lot No. 18, as shown on the Plat of Stagecroft, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 31, folio 6. The improvements thereon being known as No. 614 Newfield Road.

In Fee Simple.

The Improvements consist of one story frame dwelling containing 3 bedrooms, 1 bath, kitchen and living room with dining area; hot water gas fired heat.

Subject to utility agreements, restrictions of record and the minimum set back line as shown on the Plat of Stagecroft.

TERMS OF SALE: A cash deposit of $700.00 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 the date of sale to the day of settlement. Taxes and all other expenses, including Sanitary District Charges, if any, and all other assessments and public charges to be adjusted to the day of sale; cost of all documentary revenue stamps, and County Transfer Tax, if any, to be borne by the Purchaser.

WILLIAM M. LEVY,
Trustee

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

120-26 W. North Avenue
Baltimore 1, Md. O-3

ORDER NISI

CENTURY SAVINGS AND LOAN ASSOCIATION
OF BALTIMORE CITY, INC.

versus

DAVID L. JONES and
HILDA M. JONES, his wife

BOOK 150 PAGE 435

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,817 Equity

Ordered, this 11th day of October, 1963, That the sale of the property in these proceedings mentioned made and reported by William M. Levy, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of November next.

The report states that the amount of sale was $ 12,250.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk

Levy & Ditto, Attys.
(Final Order)

Maryland Gazette (for Oct. 17 edition)

CENTURY SAVINGS AND LOAN ASSOCIATION
OF BALTIMORE CITY, INC.

versus

DAVID L. JONES and
HILDA M. JONES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of November, 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 Brien Duckett
JUDGE.

FILED
1963 NOV 19 PM 1:30

13

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,817 Equity

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.

versus

DAVID L. JONES and HILDA M. JONES, his wife

Ordered, this 11th day of October, 1963, That the sale of the property in these proceedings mentioned made and reported by William M. Levy, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th 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 8th day of November next.

The report states that the amount of sale was $12,250.00

LOUIS N. PHIPPS, Clerk

True Copy TEST:

LOUIS N. PHIPPS, Clerk N-7

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 150 PAGE 400

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 11, 1963

We hereby certify, that the annexed

Order Nisi

Eq. 15,817

David L. Jones

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of November, 1963. The first insertion being made the 17th day of October, 1963.

FILED

1963 NOV 12 AM 9:43

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 2580

By H. Tilghman

BOOK 150 PAGE 437

In the Case of

Century Savings & Loan Association of Baltimore City, Inc.

vs.

David L. Jones & Hilda M. Jones, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,817 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 DEC -9 PM 3:54

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 26th 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.

Louis N. Phipps

Clerk

Per: A. Jankowski, deputy

FILED

1963 DEC 26 AM 11:19

18

Dr. Mortgaged Real Estate of David L. Jones & Hilda M. Jones, his wife

BOOK 150 PAGE 438

In Acct. with William M. Levy, Trustee

By	Amount of Sale, as per Trustee's Report of Sale filed			12,250	00		
By	Interest, 6%, on purchase money from 10/8/63 to 11/19/63			85	40		
By	Adjustments						
	1963 taxes, 10/22/63 to 12/31/63			48	51		
	1963 Sanitary charges, 10/22/63 to 12/31/63			9	58		
	Insurance premiums, 10/22/63 to 7/17/64			33	21		
						12,426	70
To	Trustee, for fee, viz	75	00				
To	Trustee, for commission, viz	427	50				
				502	50		
To	Trustee, for Court costs, viz						
	Plaintiff's Solicitor, appearance fee	10	00				
	Clerk, Court costs	28	00				
	Auditor, this account	22	50				
				60	50		
To	Trustee, for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	85	00				
	Fidelity & Deposit Co. of Md. - Bond	62	00				
	E.T. Newell & Co., Inc. - Auctioneer's fee	35	00				
	Notary fees	1	50				
				183	50		
To	Century Savings & Loan Assoc. of Balto. City, Inc., Mortgagee, on account of mortgage claim	11,680	20				
				11,680	20		
	Balance due on mortgage, as per claim filed	15,232	58				
	Interest, 5½%, on principal balance, $14,880.03, from 8/1/63 to 12/20/63	294	80				
		15,527	38				

Credit amount allowed above	11,680	20				
This amount subject to decree in personam	3,847	18				

DECREE FOR SALE OF MORTGAGE PREMISES

BOOK 150 PAGE 440

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

vs.

PAUL J. VACEK and ELLA L. VACEK, his wife

IN THE

CIRCUIT COURT

FOR

~~XXX~~

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

In Equity 15,847

.....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 9th day of September in the year nineteen hundred and sixty-three, by the Circuit Court for Anne Arundel County, ~~for Baltimore City~~, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Harold M. Vick be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Eighteen Thousand Five Hundred ($18,500) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County ~~Baltimore City~~ as he shall think proper, of the time, place, manner and terms of sale, which shall be ~~one third cash, the balance in six equal months for~~ all cash ~~to the purchaser may elect to credit payments to bear interest from the day of sale and to be secured by the notes of the purchaser or purchasers endorsed to the satisfaction of the said Trustee~~; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse
Judge.

FILED

1963 SEP -9 AM 9:36

CITY OR COUNTY FEE OR LEASEHOLD

BOOK 1502 PAGE 283

This Mortgage, made this 18th day of August BOOK 150 PAGE 441 No. 15,847 Eq.

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

PAUL J. VACEK and ELLA L. VACEK, his wife, of

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

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

WHEREAS, the said Mortgagee has this day loaned to said

PAUL J. VACEK and ELLA L. VACEK, his wife,

the sum of Fifteen Thousand Nine Hundred Ninety - - - - - - - (15,990.00) - - - -dollars,

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

By the payment of One Hundred Four - - - - - - - - (104.00) - - - - - - - - - - -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 fully paid, interest to be computed by the calendar month; and the said installment payments may be applied by the Mortgagee in the following order:

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

SECOND: Towards the payment of the aforesaid principal sum.

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

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

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

NOW THEREFORE, this Mortgage witnesseth, that in consideration of the premises and of one dollar, the said Mortgagor doth grant, convey and assign unto said Mortgagee, its successors and assigns, all that land and premises situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot No. 7, Block B, as shown on Plat entitled Re-Subdivision of Section 2, North Wellham, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30, Page 61. The improvements thereon being known as No. 1507 Church Lane.

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

SUBJECT to an easement 5 feet wide along the rear of said lot for utilities, as shown on the Plat above referred to.

Petitioner's Exhibit No. 1

FILED

1963 SEP -6 AM 9:43

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple forever during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of One Hundred Twenty ($120.00) Dollars payable half-yearly on the 25th days of March and September in each and every year.

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

And the said Mortgagor covenants with the said Mortgagee as follows:

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

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

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided.

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

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

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

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

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

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this Mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns, or JOHN B. ROWE, its duly authorized Attorney or Agent, after any default in the terms of this Mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of $100. Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

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

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

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

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

Witness the hand and seal of the said Mortgagor.

WITNESS:

J. Dallas Kirwan
J. DALLAS KIRWAN

Paul J. Vacek (SEAL)
Paul J. Vacek

Ella L. Vacek (SEAL)
Ella L. Vacek

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 18th day of August, 1961, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared PAUL J. VACEK and ELLA L. VACEK, his wife, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared JOHN B. ROWE, Attorney and Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth and further made oath that he is the duly appointed Agent of said body corporate and is authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

J. Dallas Kirwan
J. DALLAS KIRWAN Notary Public

Rec'd for record Aug. 25, 1961 at 11:34 A.M.
Mailed to Rowe, Rowe & Vick

4

BOOK 150 PAGE 444

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

OF BROOKLYN

vs.

PAUL J. VACEK and

ELLA L. VACEK, his wife

Docket 21 Folio 21

Case No. 15,847 Equit

Filed

IN THE

Circuit Court

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 18th day of August, A.D. 1961, the defendants executed and delivered to First Federal Savings and Loan Association of Brooklyn, a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $15,990.00 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 performance of this Mortgage and in payment of the debt now due the Plaintiff and secured by the aforesaid Mortgage.

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

And as in duty, &c.

Harold M. Vick

Harold M. Vick
2 E. Lexington St.
Baltimore 2, Md. (PL 2 - 6897
Attorney for Plaintiff

FILED

1963 SEP -6 AM 9:43

5

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

BOOK 150 PAGE 445

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity

FIRST FEDERAL SAVINGS and LOAN ASSO. OF BROOKLYN

vs.

PAUL J. VACEK and ELLA L. VACEK, his wife

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

No. 15,847 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 George G. Freyman, Vice-President of First Federal Savings & Loan Association of Brooklyn and made oath in due form of law that he knows the defendant herein, and that to the best of his information, knowledge and belief

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

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

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

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

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

Subscribed and sworn to before me this 5th day of September 1963

Joyce F. Gulley - *Notary Public*

JOYCE F. GULLEY NOTARY PUBLIC Anne Arundel County, Md.

FILED

1963 SEP -6 AM 9:43

6

FIRST FEDERAL SAVINGS AND LOAN

ASSOCIATION OF BROOKLYN

vs.

PAUL J. VACEK and

ELLA L. VACEK, his wife

BOOK 150 PAGE 446

IN THE

CIRCUIT COURT

FOR

~~xxxx~~

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

~~In Equity~~ No. 15,847

STATEMENT OF MORTGAGE DEBT

Property - 1507 Church Lane (Lot No. 7, Block B, as shown on)
(Plat entitled Re-Subdivision of)
(Section 2, North Wellham)

Original Amount of Loan	$ 15,990.00
Less: Payments to Principal	284.79
	$ 15,705.21
Plus: Interest to 9-30-63	392.65
	$ 16,097.86
Plus: Debit in Escrow Account	35.41
Balance Due	$ 16,133.27

1963 SEP -6 AM 9:43

FILED

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 5th day of September, 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~~ ANNE ARUNDEL COUNTY, personally appeared George G. Freyman, Executive Vice-President of First Federal Savings and Loan Association of Brooklyn,

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

JOYCE F. GULLEY NOTARY PUBLIC Anne Arundel County, Md.

Joyce F. Gulley

Joyce F. Gulley - Notary Public

7

BOND NO. 0466-0160-2032-63

New Amsterdam Casualty Company

BOOK 150 PAGE 447

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

BOOK 12 PAGE 194 No. 15,847 Equity

Know All Men By These Presents:

THAT WE, Harold M. Vick - 2 East Lexington Street - Baltimore 2, Maryland

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of SIXTEEN THOUSAND, FIVE HUNDRED AND NO/100 Dollars ($ 16,500.00), 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 4th day of October in the year of our Lord one thousand nine hundred and sixty-three.

WHEREAS, the above bounden Harold M. Vick

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County

has been appointed Trustee - to Sell Property #1507 Church Lane - Anne Arundel County, Maryland
mentioned in the proceedings in the case of

First Federal Savings & Loan Association

vs.

Paul J. Vacek

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Harold M. Vick do es and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

John B. Rowe

Harold M. Vick (SEAL)
Harold M. Vick

(SEAL)

Bond approved this 9th day of October, 1963

Louis N. Phippo, Clerk (SEAL)

NEW AMSTERDAM CASUALTY COMPANY

Witness as to Surety:
~~ATTEST:~~

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

M. Greller
M. Greller

FILED

1963 OCT -9 PM 12:55

1-307-Md. Trustee—Receiver 500-9-51

e, Rowe & Vick
2 E. Lexington Street
Baltimore 2, Maryland

Trustee's Sale

Of Valuable Leasehold Property

Known as 1507 Church Lane Glen Burnie, Maryland

By virtue of a decree of the Circuit Court for Anne Arundel County, In Equity, No. 15847, the undersigned Trustee will sell at Public Auction, at the Court House Door, Annapolis, Maryland, on

Fri., Oct. 11, 1963
at 3:30 O'clock P.M.

all that lot of ground and the improvement thereon, situate in Anne Arundel County, and described as follows.

BEING known and designated as Lot No. 7, Block B, as shown on Plat entitled Re-Subdivision of Section 2, North Wellham, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30, Page 61. The improvements thereon being known as No. 1507 Church Lane, subject to payment of an annual ground rent of $120.00.

SUBJECT to an easement 5 feet wide along the rear of said lot for utilities, as shown on the Plat above referred to.

THE IMPROVEMENTS consist of split level, frame dwelling consisting of 7 rooms 2 baths, built in garage, and gas heat.

TERMS OF SALE: Cash deposit $1,000.00 at time and place of sale, balance upon ratification of the sale by the Circuit Court of Anne Arundel County, and to bear interest from day of sale to day of settlement. Taxes and all other charges to be adjusted to day of sale. Property transfer tax, if any to be borne by purchaser. Subject also to such covenants, conditions and restrictions of record, if any, as may affect said lot of ground.

HAROLD M. VICK
Trustee

T. C. W. HOBBS,
Auctioneer

o-10

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 1501 PAGE 440

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1963

We hereby certify, that the annexed

Trustee's Sale
1507 Church St
Eq. 15,847

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 October, 1963. The first insertion being made the 19th day of September, 1963.

FILED
1963 OCT 11 PM 2:47

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

BOOK 150 PAGE 449

T. C. W. HOBBS
AUCTIONEER & APPRAISER
3607 FIELDSTONE ROAD
RANDALLSTOWN, MARYLAND

Oct- 11- 1963

TO WHOM IT MAY CONCERN:

The undersigned Auctioneer does hereby make oath in due form of law that he has not paid and will not pay directly or indirectly any sum or part of commissions received, to anyone for employing or for aiding to employ him to make this sale.

Sale of leasehold
Property #1507 Church
Lane Glen Burnie A.A. Co Md
Sold for % HAROLD M. VICK
TRUSTEE

(Signed) T.C.W. Hobbs
Auctioneer

Sold for $15500.00
subject to $120.00 Ground Rent

Sworn to and subscribed before me, a Notary Public for the City of Baltimore, State of Maryland, this 11th day of October, 1963.

JOYCE F. GULLEY
NOTARY PUBLIC
Anne Arundel County, Md.

FILED
1963 OCT 18 AM 9:57

Joyce F. Gulley
Joyce F. Gulley Notary Public

10

a/c HAROLD. M. VICK
T. ISTEE
Leasehold property
#1507 CHURCH. LANE OR STREET.
KNOWN AND DESIGNATED
AS LOT 7 BLOCK B. as shown Plat. entitled.
Re-Sub-division of Sect. 2. NORTH WELLHAM
Recorded in Plat. Book 30 Page 61. Land Records of Anne Arundel Co. Md.

T. C. W OBBS
AUCTIONEER & APPRAISER
3607 FIELDSTONE ROAD
RANDALLSTOWN, MARYLAND

BOOK 150 PAGE 450

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 11th day of October, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared First Federal Savings & Loan Ass'n of Brooklyn, purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said 1507 CHURCH. LANE OR ST. GLEN BURNIE, A.A. Co. MD mentioned in the said Report of Sale.

First Federal Savings & Loan Ass'n of Brooklyn
Subject to a ground rent of $120.00

[signature] (SEAL) T C W Hobbs
Purchaser Sec. Notary Public
My Commission expires June 5th 1965

T. C. W. HOBBS NOTARY PUBLIC BALTIMORE COUNTY

Sold for $15,500.00
Subject to $120.00 Ground Rent

FILED
1963 OCT 18 AM 9:57

REPORT OF SALE

BOOK 150 PAGE 451

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

vs.

PAUL J. VACEK and ELLA L. VACEK, his wife

IN THE

CIRCUIT COURT

FOR

~~XXXXX~~

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
IN EQUITY - 15847

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

The Report of Sale of Harold M. Vick, Trustee appointed by the decree in the above entitled cause, to make sale of the 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 daily newspaper published in Anne Arundel County ~~XXXXXXXXXX~~ for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday, the 11th day of October 1963 at 3:30 o'clock P.M. attend ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ at the Court House Door in Annapolis, Anne Arundel County, Maryland and then and there sold unto First Federal Savings and Loan Association of Brooklyn, the property known as 1507 Church Lane, Glen Burnie, Maryland, the purchase price of said property being $15,500.00. subject to an annual ground rent of $120.00, said purchaser being the highest bidder therefor.

Harold M Vick
Harold M. Vick, Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 17th day of October 1963 before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the City of Baltimore~~ ANNE ARUNDEL COUNTY aforesaid, personally appeared Harold M. Vick, Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

Joyce F. Gulley
Notary Public.

JOYCE F. GULLEY NOTARY PUBLIC Anne Arundel County, Md.

FILED 1963 OCT 18 AM 9:57

ORDER NISI

FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF BROOKLYN

versus

PAUL J. VACEK and
ELLA L. VACEK, his wife

BOOK 150 PAGE 452

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,847 Equity

Ordered, this 18th day of October, 19 63, That the sale of the property in these proceedings mentioned made and reported by Harold M. Vick, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of November next.

The report states that the amount of sale was $ 15,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Harold M. Vick, Atty.
(Final Order)

Maryland Gazette (for Oct. 24 edition)

FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF BROOKLYN

versus

PAUL J. VACEK and
ELLA L. VACEK, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of November, 19 63 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse
JUDGE.

FILED

1963 NOV 27 PM 4:01

13

OFF[illegible] OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 150 PAGE 453

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 16, 1963

We hereby certify, that the annexed Order Nisi Sale Eq. 15,847 Paul J. Vacek

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of November, 1963. The first insertion being made the 24th day of October, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 7615 1963 NOV 18 AM 11:44

By H. Tilghman

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,847 Equity

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

VERSUS

PAUL J. VACEK and ELLA L. VACEK, his wife

Ordered this 18th day of October, 1963, That the sale if the property in these proceedings mentioned made and reported by Harold M. Vick, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of November next.

The report states that the amount of sale was $15,500.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

N-14

In the Case of BOOK 150 PAGE 454

First Federal Savings & Loan Association of Brooklyn

VS.

Paul J. Vacek & Ella L. Vacek, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,847 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 DEC -9 PM 3:52

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 26th 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.

Louis N. Phipps

Clerk

Per: A. Jankowski, deputy

FILED

1963 DEC 26 AM 11:19

14

Dr. Mortgaged Real Estate of Paul J. Vacek & Ella L. Vacek, his wife

BOOK 150 PAGE 455

In Acct. with Harold M. Vick, Trustee

Cr.

By	Amount of Sale, as per Trustee's Report of Sale filed			15,500	00		
By	Interest, 6%, on deferred payment, $14,500.00, from 10/11/63 to 11/26/63			116	25		
By	Adjustment, 1963 taxes 10/11/63 to 12/31/63			52	80		
						15,669	05
To	Trustee, for fee, viz	100	00				
To	Trustee, for commission, viz	495	00				
				595	00		
To	Trustee, for Court costs, viz						
	Plaintiff's Solicitor, appearance fee	10	00				
	Clerk, Court costs	28	00				
	Auditor, this account	22	50				
				60	50		
To	Trustee, for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	78	00				
	Sunpapers - Advertising - Sale	11	90				
	New Amsterdam Casualty Co. - Bond	66	00				
	T.C.W. Hobbs - Auctioneer's fee	50	00				
	Adjustment, Ground rent	5	28				
	½ Federal & State Revenue stamps	25	57				
	Notary fees		60				
				237	35		
To	First Federal Savings & Loan Assoc. of Brooklyn, Mortgagee, on account of mortgage claim.	14,776	20				
				14,776	20		
						15,669	05
	Balance due on mortgage as per claim filed	16,133	27				
	Interest, 6%, on principal balance, $15,740.62, from 10/1/63 to 12/20/63	209	87				
		16,343	14				

Credit amount allowed above	14,776	20				
This amount subject to decree in personam	1,566	94				

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
LOUIS P. ELLIOTT and	*	ANNE ARUNDEL COUNTY
MARJORIE ELLIOTT, his wife	*	NO. 15822 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
SO6-0770

FILED

1963 AUG 26 PM 3:27

BOOK 150 PAGE 458

BOOK 1289 PAGE 333

No. 15,822 Equi

This Mortgage,

Made this 1st day of April, 19 59

by and between Louis P. Elliott and Marjorie Elliott, 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 -36- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 3,600.00 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 those lots of ground, situate, lying and being in Marley Park Beach, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots 62, 63, 64 and 65, in Block W, as shown on the Plat of Marley Park Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 2, folio 11; now Plat Book 2, folio 19.

BEING ALSO the same property which the said Mortgagors acquired from William E. Kirk, Unmarried, by Deed dated May 8, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1026, folio 468.

FILED

1963 AUG 26 PM 3:27

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 $ 18.00 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 $ 18.00 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 $ 3,600.00 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 H. Tubman
AMELIA H. TUBMAN

Louis P. Elliott ..... (SEAL)
Louis P. Elliott

..... (SEAL)

Marjorie Elliott ..... (SEAL)
Marjorie Elliott

..... (SEAL)

4

5

BOOK 150 PAGE 461

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT: BOOK 1289 PAGE 336

I HEREBY CERTIFY, That on this 1st day of April, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared Louis P. Elliott and Marjorie Elliott, his wife ---------- and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh---------- the----- President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Amelia H. Tubman
AMELIA H. TUBMAN
Notary Public.

10.25

NOTARY PUBLIC ANNE ARUNDEL COUNTY

Rec'd for record April 21 1959 at 11:24 A.M.
Mailed to John Demyan, Jr.

Mortgage

FROM

LOUIS P. ELLIOTT and
MARJORIE ELLIOTT, his wife

TO THE

GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3694

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1959 APR 21 AM 11:24
& RECORDED IN LIBER GTC
NO. 1289 FOLIO 333
GEO. T. CROMWELL, CLERK

LAW OFFICE
JOHN DEMYAN, JR.
16 CRAIN HIGHWAY S.W.
GLEN BURNIE, MARYLAND

Pd. 10.25

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.

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
LOUIS P. ELLIOTT and	*	ANNE ARUNDEL COUNTY
MARJORIE ELLIOTT, his wife	*	NO. 15,822 EQUITY

****

STATEMENT OF CLAIM

****

Advanced to Mortgage Loan		$ 3,600.00
Interest from the 30th day of April, 1963 to the 30th day of September, 1963	85.00	
Late fines from the 31st day of May to the 30th day of September, 1963.	27.20	112.20
		3,712.20
Dues paid to date		247.31
Total amount due under mortgage		3,464.89

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 23rd day of August 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 Conway

Notary Public

FILED

1963 AUG 26 PM 3:27

6

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

LOUIS P. ELLIOTT and MARJORIE ELLIOTT, his wife

BOOK 150 PAGE 463

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 15822 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.

John Demyan Jr.
Affiant

Subscribed and sworn to before me this 23rd day of August 1963.

Kathryn M. Conway
Notary Public

FILED

1963 AUG 26 PM 3:27

7

ROYAL INDEMNITY COMPANY

A New York Corporation New York, N. Y. BOOK 12 PAGE 170

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

BOOK 150 PAGE 464

No. 15,822 Equity

Bond No. 400068

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 Four Thousand Five Hundred Dollars ($4,500.00) current money, to be paid to the State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, or each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 20th day of September, 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 Louis P. Elliott and Marjorie Elliott, his wife, to the Glen Burnie Savings and Loan Association, (the Mortgagors being in default), is about 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 (SEAL)
JOHN DEMYAN, JR.

ROYAL INDEMNITY COMPANY

BY: F. William Kuelthau
ATTORNEY-IN-FACT

The above bond is this 20 day of September 1963 at 2:50 o'clock P.M. approved.

Louis N. Phipps Clerk

FILED

1963 SEP 20 PM 2:50

8

JOHN DEMYAN, JR.
Attorney At Law
16 Crain Highway, S.W.
Glen Burnie, Maryland

Mortgage Sale

Of

Valuable Fee Simple Property

Lots 62, 63, 64 and 65, in Block W, as shown on the Plat of Marley Park Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 2, folio 11, now Plat Book 2, folio 19.

Property located at Marley Park Beach, Third Election District of Anne Arundel County, Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Louis P. Elliott and Marjorie Elliott, his wife, dated April 1, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1289, folio 333 (default having occurred thereunder), the undersigned, the Attorney named in the Mortgage, will sell at public auction, on the premises, on

Monday,
September 23, 1963
at 11 O'clock A.M.

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

BEING known and designated as Lots 62, 63, 64 and 65, in Block W, as shown on the Plat of Marley Park Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 2, folio 11; now Plat Book 2, folio 19.

BEING ALSO the same property which the said Mortgagors acquired from William E. Kirk, unmarried, by Deed dated May 8, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1026 folio 468.

IMPROVEMENTS: One story frame dwelling and one story concrete Building

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 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

ROBERT H. CAMPBELL
Auctioneer

s-19

9

OFFICE OF No. 15,822 Equity

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 150 PAGE 465

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 24 19 63

We hereby certify, that the annexed

Mortgage Sale

Louis P. Elliott

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 19 63. The first insertion being made the 29th day of August 19 63.

FILED
1963
SEP 23 AM 10:11

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

ROYAL INDEMNITY COMPANY

A New York Corporation New York, N. Y.

BOOK 12 PAGE 182

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

BOOK 150 PAGE 466

Equity No. 15,822.

Bond No. 400069
Additional to Bond No. 400068

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 Five Hundred Dollars ($500.00), current money, to be paid to the State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, or each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 20th day of September, 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 Louis P. Elliott and Marjorie Elliott, 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. Conlay

John Demyan (SEAL)
JOHN DEMYAN, JR.

The above additional bond is this 27th day of September at 9:27 o'clock A.M. approved.

Louis N. Phipps Clerk

ROYAL INDEMNITY COMPANY

BY: F. William Kuelth Jr.
ATTORNEY-IN-FACT

FILED

1963 SEP 27 AM 9:27

10

ROBERT H. CAMPBELL - - - - Auctioneer

JOHN DEMYAN, JR.
ATTORNEY AT LAW
16 CRAIN HIGHWAY, S.W.
GLEN BURNIE, MARYLAND

BOOK 150 PAGE 467

MORTGAGE SALE

OF VALUABLE

Fee Simple Property

Lots 62, 63, 64 and 65, in Block W, as shown on the Plat of Marley Park Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 2, folio 11, now Plat Book 2, folio 19.

Property located at Marley Park Beach, Third Election District of Anne Arundel County, Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Louis P. Elliott and Marjorie Elliott, his wife, dated April 1, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1289, folo 333 (default havng occurred thereunder), the undersigned, the Attorney named in the Mortgage, will sell at public auction, on the premises, on,

MONDAY, SEPTEMBER 23, 1963

AT 11 O'CLOCK A.M.

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

BEING known and designated as Lots 62, 63, 64 and 65, in Block W, as shown on the Plat of Marley Park Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 2, folio 11; now Plat Book 2, folio 19.

BEING ALSO the same property which the said Mortgagors acquired from William E. Kirk, unmarried, by Deed dated May 8, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1026 folio 468.

IMPROVEMENTS: One story frame dwelling and one story concrete Building.

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, 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 assesments to be adjusted to date of sale.

JOHN DEMYAN, JR.
Attorney named in Mortgage

FILED

1963 SEP 27 AM 9:27

AGREEMENT AND AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss

I HEREBY CERTIFY, that on this 23rd day of September, 1963; before me, the subscriber, a Notary Public of the State and County aforesaid personally appeared J. Lawrence Greene, Jr.

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, and for the sum of $5,000; 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 himself his principal.

3. That there are no other persons who are interest as principals.

4. That the purchaser has not directly or indirectly discourged 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

Kathryn M. Conley (SEAL)
Notary Public

J. Lawrence Greene Jr.
Purchaser

4601 Ritchie Highway ST-9-0700
Purchaser

ACCEPTED:

John Demyan, Jr., Attorney
named in the mortgage

FILED

1963 SEP 27 AM 9:27

12

BOOK 150 PAGE 469

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
LOUIS P. ELLIOTT and	*	ANNE ARUNDEL COUNTY
MARJORIE ELLIOTT, his wife	*	NO. 15,822 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 Louis P. Elliott and Marjorie Elliott, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated April 1, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1289, folio 333; 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, Marley Park Beach, Glen Burnie, Maryland, Monday, September 23, 1963, at 11 o'clock, A. M., and then and there sold the said property to J.Lawrence Greene,4601 Ritchie Highway,Balto.25,Md. at and for the sum of FIVE THOUSAND - ($ 5,000.00) Dollars, being at that figure the highest bidder therefor, said property being the following:

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

FILED

1963 SEP 27 AM 9:27

13

BEING known and designated as Lots 62, 63, 64 and 65, in Block W. as shown on the Plat of Marley Park Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Pla Book W.N.W. 2, folio 11; now Plat Book 2 folio 19.

AND the said Attorney further reports that he has receive from the purchaser a deposit as required by the terms of said sal and has also required the Purchaser's Agreement to comply with tn 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.

Respectfully submitted

John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 23 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 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. Conley
Notary Public

14

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF LOUIS P. ELLIOTT
and MARJORIE ELLIOTT, his wife

~~versus~~

BOOK 150 PAGE 471
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 15,822 Equity

Ordered, this 27th day of September, 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 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 $ 5,000.00.

Louis N. Phipps Clerk.

True Copy, John Demyan, Jr, Atty.

TEST: Clerk.

For the Maryland Gazette (Oct. 3 Edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF LOUIS P. ELLIOTT and
MARJORIE ELLIOTT, his wife

versus

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2nd day of December, 1963 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

V. Bruce Duckett
JUDGE.

FILED
1963 DEC -2 AM 11:26

15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 150 PAGE 472

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 25, 1963

We hereby certify, that the annexed

Order Nisi - Sale - Equity 15822

"Louis P. Elliott"

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

No. M. G. 7509

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,822 Equity

In the Matter of the Mortgaged Real Estate of

LOUIS P. ELLIOTT and MARJORIE ELLIOTT, his wife

Ordered, this 27th day of September, 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 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 $5,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

O-24,

BOOK 150 PAGE 473

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
LOUIS P. ELLIOTT and MARJORIE ELLIOTT, his wife,

vs.

In the

Circuit Court

For

Anne Arundel County

No. 15,822 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.

December 10, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 27th 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.

Louis N. Phipps
Clerk
Per: aej, deputy

FILED
1963 DEC 27 PM 12:57

17

18

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF LOUIS P. ELLIOTT and MARJORIE ELLIOTT, his wife,

BOOK 150 PAGE 474

In Acct. with JOHN DEMYAN, JR., Attorney named in Mortgage

Cr.

1963						
Sept.	23	Proceeds of Sale	5,000	00		
		Interest on deferred payment of $4,500.00				
		from 9/23/63 to 11/7/63	33	75	5,033	75
		Refund 1963 County and State taxes				
		from 9/23/63 to 12/31/63	32	07		
		Refund 1963 Water and Sewer benefit				
		charges from 9/23/63 to 12/31/63	14	29	46	36
					5,080	11
		To Attorney for fee, viz:	50	00		
		To Attorney for Commissions, viz:	181	01	231	01
		To Attorney for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court costs	33	50		
		Auditor - stating this account	30	00	73	50
		To Attorney for expenses, viz:				
		Capital Gazette Press - advertising sale	84	00		
		Capital Gazette Press - Order nisi, sale	15	00		
		Speer Publications - handbills	18	03		
		Robert H. Campbell - auctioneer's fee	45	00		
		Royal Indemnity Co. - Bond premium	20	00		
		Metered water charges to 9/23/63	13	20		
		One-half cost documentary stamps	8	25		
		Kathryn M. Conboy - notary fees	2	00	205	48

	To Glen Burnie Savings & Loan Association				
	of Anne Arundel County - Mortgage claim				
	in full	3,464	89		
	Interest on principal balance of $3,464.89				
	from 9/30/63 to 12/26/63 - 87 days @ 6%	49	48	3,514	37
	To State Finance Corporation:				
	this balance on account of claim filed	1,055	75	1,055	75
				5,080	11

EUGENE J. SILVERMAN, Assignee 215 N. Calvert Street Baltimore, Maryland 21202	:	IN THE CIRCUIT COURT
Vs.	:	FOR ANNE ARUNDEL COUNTY
ALAN STANLEY WALL and MARGARET M. WALL, his wife 1628 Pleasantville Drive Glen Burnie, Maryland	:	Equity No. 15855

.. ..

PETITION TO DOCKET SUIT

MR. CLERK:

Please docket the within suit and file the Mortgage as an Exhibit.

(Eugene J. Silverman) Assignee

FILED

1963 SEP 11 AM 11:25

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.

BOOK 150 PAGE 477
BOOK 1426 PAGE 277

MARYLAND
No. 15,855

MORTGAGE

THIS MORTGAGE, made this 23rd day of SEPTEMBER, A. D. 19 60, by and between ALAN STANLEY WALL and MARGARET M. WALL, his wife,

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

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TEN THOUSAND FIVE HUNDRED AND FIFTY & - - - - - - - -00/100 Dollars ($ 10,550.00), 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 UNION 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-EIGHT & - - - - - - - - - - - - - - - - - 27/100 Dollars ($ 58.27), commencing on the first day of NOVEMBER, 1960, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of SEPTEMBER, 19 90. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

ALL that lot of ground known as Lot No. 8, Block J, as shown on Plat of Section 3 Pleasantville, recorded among the Land Records of Anne Arundel County in Plat Book G.T.C. No. 30, Folio 95.

Subject to easements as shown on the aforesaid Plat.

BEING the same lot of ground which by assignment of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by Ferndale Homes, Inc., to Alan Stanley Wall and Margaret M. Wall, his wife.

FILED
1963 SEP 11 AM 11:36

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

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

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and 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:

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

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 Twenty Dollars ($120.00), payable in equal semi-annual installments on the first days of March and September in each and every year.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for 120 days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or LeRoy E. Hoffberger, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

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 & 00/100 Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

Witness:

Beulah T. Saltz
(Beulah T. Saltz)

Alan Stanley Wall [SEAL]
(Alan Stanley Wall)

Margaret M. Wall [SEAL]
(Margaret M. Wall)

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: BOOK 1426 PAGE 281

I HEREBY CERTIFY, That on this 23rd day of SEPTEMBER, 19 60, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ALAN STANLEY WALL and MARGARET M. WALL, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared ALBERT R. De FORD, the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

1100

Beulah T. Saltz
(Beulah T. Saltz) Notary Public

My commission expires May 1, 1961

Rec'd for record Sept. 28, 1960 at 12:32 P.M.
Mailed to Samuel H. Hoffberger

Baltimore, Maryland

FOR VALUE RECEIVED, the undersigned does hereby assign unto EUGENE J. SILVERMAN, Attorney, for purposes of foreclosure, the within mortgage.

AS WITNESS the hand of the Vice-President and corporate seal of the Assignor this 6th day of September, 1963:

126314

ATTEST: Charles T. Heron
(Charles T. Heron) Secretary

UNION FEDERAL SAVINGS AND LOAN ASSOCIATION
By Thomas J. Guidera, Jr. Vice-Pres

STATE OF MARYLAND

Mortgage

FROM

ALAN STANLEY WALL and MARGARET M. WALL, his wife,

TO

UNION FEDERAL SAVINGS AND LOAN ASSOCIATION

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, $

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1960 SEP 28 AM 12:32 & RECORDED IN LIBER 1426 FOLIO 277 GEO. R. COMWELL

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

SAMUEL H. HOFFBERGER
215 N. CALVERT ST.
BALTIMORE 2, MARYLAND

I

3

BOOK 150 PAGE 481

SHORT ASSIGNMENT

OF MORTGAGE

FROM

UNION FEDERAL SAVINGS AND

LOAN ASSOCIATION

TO

EUGENE J. SILVERMAN, Attorney,

for purposes of foreclosure

BLOCK

Received for Record _____

_____ *o'clock* _____ *M. Same day*

Recorded in Liber M. L. P. No. _____

Folio _____ *etc., one of the* _____

Records of Baltimore City, and examined.

Per

_____

Clerk.

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY

'963 SEP 11 AM 11:26

& RECORDED IN LIBER LMP

NO. 1426 FOLIO 281

UNITED STATES CLERK

10M—10-52

HOFFBERGER and HOLLINGER

ATTORNEYS-AT-LAW

215 N. CALVERT STREET

BALTIMORE-2, MARYLAND

100

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

BOOK 150 PAGE 482

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. ~~[illegible]~~ Equity

Docket 15,855 Folio

EUGENE J. SILVERMAN

Assignee

vs.

ALAN STANLET WALL and
MARGARET M. WALL, his wife

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared THOMAS J. GUIDERA, Vice-President of UNION FEDERAL SAVINGS AND LOAN ASSOCIATION

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

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

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

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

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

Thomas J. Guidera

Affiant.

Thomas J. Guidera, Vice-President
UNION FEDERAL SAVINGS AND LOAN ASSOCIATION

Subscribed and sworn to before me this 6th day of September 1963

Mary Jane Dippel

Notary Public

FILED

1963 SEP 11 AM 11:25

6

BOOK 150 PAGE 483

EUGENE J. SILVERMAN, Assignee : Docket 21 Folio 222
Case No. [redacted] 15,855 Eq
: Filed

Vs.

: IN THE
CIRCUIT COURT
ALAN STANLEY WALL and : FOR
MARGARET M. WALL, his wife ANNE ARUNDEL COUNTY
:

.. ..

STATEMENT OF MORTGAGE DEBT

DUE UNION FEDERAL SAVINGS AND LOAN ASSOCIATION,
25 N. Howard Street, Baltimore 1, Maryland,
from ALAN STANLEY WALL and MARGARET M. WALL, his wife,
1628 Pleasantville Drive, Glen Burnie, Md.

Original Balance				$10,550.00
Interest from 9/23/60- 7/31/63				1,554.71
				$12,104.71
Payments to Principal and Interest				1,585.59
				$10,519.12
Expenses Paid:				
Taxes:				
March 1961	$188.51			
March 1962	189.24			
March 1963	201.75	$579.50		
Ground Rent:				
March 1961	$ 60.00			
Sept. 1961	60.00			
March 1962	60.00			
Aug. 1962	60.00			
March 1963	60.00	300.00		
Hazard Insurance:				
Oct. 1960	$ 47.60			
Sept. 1961	47.60			
Sept. 1962	47.60	142.80		
Water and Sewer Benefit:				
Feb. 1961	$ 52.64			
Feb. 1962	52.64	105.28		
			$1,127.58	
Amount Paid on Expenses			1,057.62(DR)	
				69.96
Balance due Union Federal Savings and Loan Association				$10,589.08

UNION FEDERAL SAVINGS AND LOAN ASSOCIATION

By: [signature]
(Thomas J. Guidera) Vice-President

FILED
1963 SEP 11 AM 11:26

7

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY that on this 5th day of September 1963 before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared THOMAS J. GUIDERA, Vice-President of UNION FEDERAL SAVINGS AND LOAN ASSOCIATION and made oath that the foregoing is a true Statement of the amount of the Mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Notary Public

BOND NO. 77 17 308

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

BOOK 12 PAGE 175 No. 15,855 Equity

KNOW ALL MEN BY THESE PRESENTS:

BOOK 150 PAGE 485

That we, Eugene J. Silverman, 215 N. Calvert Street
Baltimore, Maryland
as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eleven Thousand and 00/100 ($11,000.00) ---------- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 24th day of September in the year of our Lord 1963

Whereas, the above bounden Eugene J. Silverman

by virtue of the power contained in a mortgage from Alan Stanley Wall and Mary M. Wall, his wife

to Union Federal Savings and Loan Association

bearing date the 23rd day of September, 1960 and recorded among the mortgage records of Anne Arundel County

in Liber GTC No. 1426 Folio 277 and Eugene J. Silverman

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Eugene J. Silverman

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Eugene J. Silverman

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Pearl Markridge

Eugene J. Silverman (SEAL)

Eugene J. Silverman

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Hilda V. Hunter

Hilda V. Hunter *As to Surety*

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

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

FILED

1963 SEP 26 AM 9:33

Bond approved this 26th day of Sept, 1963

Louis N. Phipps, Clerk

9

EUGENE J. SILVERMAN
Solicitor
215 N. Calvert Street
Baltimore 2, Maryland

Assignee's Sale

Of

Valuable Leasehold Property

1628 PLEASANTVILLE DRIVE
PLEASANTVILLE, ANNE
ARUNDEL COUNTY, MD.

Under and by virtue of the power and authority contained in a mortgage from ALAN STANLEY WALL and MARGARET M. WALL, his wife, to UNION FEDERAL SAVINGS AND LOAN ASSOCIATION, dated September 23rd, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1426, folio 277, (default having occurred thereunder), the undersigned Assignee will sell at public auction on

Wed., Oct. 16, 1963
at 2:00 P.M.

all that leasehold lot of ground and improvements thereon known as Lot No. 8, Block J, as shown on Plat of Section 3 Pleasantville, recorded among the Land Records of Anne Arundel County in Plat Book G.T.C. No. 30, folio 95. The improvements known as No. 1628 Pleasantville Drive.

Subject to the payment of an annual ground rent of $120.00 issuing out of said lot, and to any restrictive covenants, easements and public utility agreements affecting said property,

No. 3A

The improvements consisting of a one-story frame dwelling, containing five rooms and one bath, with gas fired hot air heat.

Terms of Sale: A cash deposit of $500.00 will be required of the purchaser; balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from the date of sale to date of settlement. Taxes, ground rent and all other expenses, including A. A. County Sanitary Commission charges, if any, and all other assessments and public charges, to be adjusted to date of sale.

EUGENE J. SILVERMAN
Assignee of

UNION FEDERAL SAVINGS
AND LOAN ASSOCIATION

Alex Cooper Auctioneers, Inc.
212 N. Calvert Street
Baltimore, Maryland 21202

O-10

15,855

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 150 PAGE 486

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1963

We hereby certify, that the annexed

Assignee's Sale
Alan Stanley Wall

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 October, 1963. The first insertion being made the 19th day of September, 1963.

FILED
1963 OCT 11 PM 2:47

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 150 PAGE 487

EXHIBIT "E"

EUGENE J. SILVERMAN, Assignee for UNION FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT OF ~~BALTIMORE CITY~~ Anne Arundel County
vs.	*	
ALAN STANLEY WALL and MARGARET M. WALL, his wife	*	

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.

ALEX COOPER AUCTIONEERS, INC.

By: Joseph B. Cooper

SUBSCRIBED and sworn to before me, a Notary Public in and for Baltimore City by Joseph B. Cooper this 17th Day of Oct., 1963

Notary Public

FILED

1963 OCT 22 PM 12:58

10

EXHIBIT "D"

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

BOOK 150 PAGE 488

I HEREBY CERTIFY, that on this 21 day of OCTOBER, 1963, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared THOMAS J. GUIDERA, Vice-President of ~~Baltimore County~~ UNION FEDERAL SAVINGS AND LOAN ASSOCIATION, purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, ~~or he purchased same as agent and his principal is~~ and that he has not directly or indirectly discouraged anyone from bidding for the said property known as 1628 Pleasantville Drive, Lot No. 8, Block J, on Plat of Sec. 3 Pleasantville recorded in Plat Book GTC No. 30, folio 95, Anne Arundel County, Maryland, mentioned in the said Report of Sale.

UNION FEDERAL SAVINGS AND LOAN ASSOCIATION

By Thomas J. Guidera
Purchaser Vice-President

~~(SEAL)~~ Beulah T. Scott
Notary Public

Purchaser

My commission expires May 3, 1965

FILED

1963 OCT 22 PM 12:58

BOOK 150 PAGE 489

EXHIBIT "C"

EUGENE J. SILVERMAN, Assignee

for UNION FEDERAL SAVINGS AND ~~LOAN ASSOCIATION~~

VS.

ALAN STANLEY WALL and

MARGARET M. WALL, his wife

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Equity No. 15855

EUGENE J. SILVERMAN
Solicitor
215 N. Calvert Street
Baltimore 2, Maryland

Assignee's Sale

Of

Valuable Leasehold Property

1628 PLEASANTVILLE DRIVE
PLEASANTVILLE, ANNE
ARUNDEL COUNTY, MD.

Under and by virtue of the power and authority contained in a mortgage from ALAN STANLEY WALL and MARGARET M. WALL, his wife, to UNION FEDERAL SAVINGS AND LOAN ASSOCIATION, dated September 23rd, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1426, folio 277, (default having occurred thereunder), the undersigned Assignee will sell at public auction on

Wed., Oct. 16, 1963
at 2:00 P.M.

all that leasehold lot of ground and improvements thereon known as Lot No. 8, Block J, as shown on Plat of Section 3 Pleasantville, recorded among the Land Records of Anne Arundel County in Plat Book G.T.C. No. 30, folio 95. The improvements known as No. 1628 Pleasantville Drive.

Subject to the payment of an annual ground rent of $120.00 issuing out of said lot, and to any restrictive covenants, easements and public utility agreements affecting said property.

The improvements consisting of a one-story frame dwelling, containing five rooms and one bath, with gas fired hot air heat.

Terms of Sale: A cash deposit of $500.00 will be required of the purchaser; balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from the date of sale to date of settlement. Taxes, ground rent and all other expenses, including A. A. County Sanitary Commission charges, if any, and all other assessments and public charges, to be adjusted to date of sale.

EUGENE J. SILVERMAN
Assignee of
UNION FEDERAL SAVINGS
AND LOAN ASSOCIATION
Alex Cooper Auctioneers, Inc.
212 N. Calvert Street
Baltimore, Maryland 21202

O-10

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 16th day of October 16, 1963, sold the property described in the attached advertisement of sale at and for the sum of $ 10,935.00 to Union Fed Sav. & Loan Assoc he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper - Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 16th day of October 1963, purchased the property described in the attached advertisement of sale from Eugene J. Silverman, Assignee of Union Federal Savings and Loan Assn. at and for the sum of $ 10,935.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

UNION FEDERAL SAVINGS AND LOAN ASSOCIATION
By
Purchaser
Thomas J. Guidera, Jr., Vice-President

FILED

1963 OCT 22 PM 12:58

EUGENE J. SILVERMAN, Assignee for UNION FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE
	*	CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
	*	Equity No. 15855
ALAN STANLEY WALL and MARGARET M. WALL, his wife	*	

* * * * * * * * *

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of EUGENE J. SILVERMAN, Assignee for UNION FEDERAL SAVINGS AND LOAN ASSOCIATION under a certain mortgage dated September 23, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1426, Folio 277, from ALAN STANLEY WALL and MARGARET M. WALL, his wife, to UNION FEDERAL SAVINGS AND LOAN ASSOCIATION, Baltimore, Maryland, respectfully states:-

That default having occurred in the payment of the principal and interest secured by the aforesaid mortgage filed in this cause, and in the other terms and conditions thereof, your Assignee, acting under the power and authority conferred upon him by the Mortgagee pursuant to said mortgage, and having complied with all of the requirements of law, after giving notice of at least twenty (20) days of the time, place and manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, and having general circulation therein, and after giving his approved bond for the faithful performance of his trust, did, pursuant to said notice of sale on the premises on Wednesday, October 16, 1963, at 2:00 o'clock p.m.. proceed to sell the leasehold property mentioned in these proceedings, to wit: Lot No. 8, Block J, as shown on Plat of Section 3 Pleasantville, recorded among the Land Records of Anne Arundel County in Plat Book G.T.C. No. 30, folio 95; the improvements thereon thereon being known as No. 1628 Pleasantville Drive, Glen Burnie, Maryland, to UNION FEDERAL SAVINGS AND LOAN ASSOCIATION, Baltimore, Maryland, at and for the sum of Ten Thousand Nine Hundred and thirty-five Dollars ($10,935.00), it being then and there the highest bidder therefor.

FILED 1963 OCT 22 PM 12:57

13

A Memorandum of Sale is filed herewith and marked as "Exhibit B"; a Certificate of Publication is filed herewith and marked "Exhibit C"; an Affidavit from the purchaser that it was the bona fide purchaser and not an Agent in said purchase, is filed herewith and marked "Exhibit D".

Eugene J. Silverman, Assignee
of UNION FEDERAL SAVINGS AND
LOAN ASSOCIATION, Baltimore, Maryland

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this - 21st day of October, 1963, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared EUGENE J. SILVERMAN, Assignee of UNION FEDERAL SAVINGS AND LOAN ASSOCIATION, 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 is fairly made.

AS WITNESS my hand and Notarial Seal.

(Harvey M. Lebowitz), Notary Public
My commission expires May 3, 1965.

BOOK 150 PAGE 492

Alex Cooper AUCTIONEER—REALTOR—APPRAISER

OFFICE: PLAZA 2-4868
RES.: ROGERS 4-0091

212 N. CALVERT STREET
BALTIMORE 2, MARYLAND

October 16, 1963

"EXHIBIT B"

Eugene J. Silverman, Assignee of
Union Federal Savings & Loan Assn.
215 N. Calvert St.
Baltimore, Md. 21202

REPORT OF SALE

PROPERTY: 1628 Pleasantville Drive, Anne Arundel County, Md.

SOLD TO: Union Federal Savings & Loan Assn.

ADDRESS:

AMOUNT OF SALE: $10,935.00

DEPOSIT:

Very truly yours,

ALEX COOPER, Auctioneer

By: Alex Cooper

FILED

1963 OCT 22 PM 12:58

15

ORDER NISI

EUGENE J. SILVERMAN, ASSIGNEE

versus

ALAN STANLEY WALL AND

MARGARET M. WALL, HIS WIFE

BOOK 150 PAGE 493

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,855 Equity

Ordered, this 22nd day of October, 19 63, That the sale of the property in these proceedings mentioned made and reported by Eugene J. Silverman, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of November next.

The report states that the amount of sale was $ 10,935.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Eugene J. Silverman, Atty. FOR: MARYLAND GAZETTE Oct. 24th Edition

(Final Order)

EUGENE STANLEY WALL AND

MARGARET M. WALL, HIS WIFE

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of November, 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 NOV 27 PM 4:00

14

EUGENE J. SILVERMAN, Assignee for UNION FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE
	*	CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
ALAN STANLEY WALL and MARGARET M. WALL, his wife	*	Equity No. 15855

* * * * * * * * * * *

PETITION TO SUBSTITUTE A PURCHASER

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Petition of EUGENE J. SILVERMAN, Assignee, respectfully represents unto your Honor:

1. That your Petitioner, by his Report of Sale filed in these proceedings on the 22nd day of October, 1963, sold certain leasehold property situated in Anne Arundel County, State of Maryland, known as Lot No. 8, Block J, as s own on Plat of Section 3 Pleasantville, recorded among the Land Records of Anne Arundel County in Plat Book G.T.C. No. 30, folio 95; the improvements thereon being known as No. 1628 Pleasantville Drive, Glen Burnie, Maryland, to UNION FEDERAL SAVINGS AND LOAN ASSOCIATION.
2. 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 UNION FEDERAL SAVINGS AND LOAN ASSOCIATION.

Eugene J. Silverman, Assignee

ASSENT

WE HEREBY ASSENT to the relief prayed in the aforegoing Petition.

Eugene J. Silverman, Assignee

UNION FEDERAL SAVINGS AND LOAN ASSOCIATION

By Thomas J. Guidera, Jr. Vice-President

FILED

1963 OCT 28 PM 12:37

17

BOOK 150 PAGE 495

EUGENE J. SILVERMAN, Assignee, for UNION FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE
	*	CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
ALAN STANLEY WALL and MARGARET M. WALL, his wife	*	Equity No. 15855

* * * * * * * * * *

ORDER

UPON the aforegoing Petition and Assent, it is hereby this 28th day of October, 1963, ORDERED by the Circuit Court for Anne Arundel County, Maryland, that J. S. GLEASON, JR., Administrator of Veterans' Affairs, be and he is hereby substituted as purchaser of the property mentioned in these proceedings, known as Lot No. 8, Block J, shown on Plat of Section 3 Pleasantville, recorded among the Land Records of Anne Arundel County in Plat Book G.T.C. No. 30, folio 95; the improvements thereon being known as 1628 Pleasantville Drive, Glen Burnie, Maryland, in the place and stead of UNION FEDERAL SAVINGS AND LOAN ASSOCIATION, Baltimore, Maryland.

George Sachse

JUDGE

FILED

1963 OCT 28 PM 4:08

18

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,855 Equity

EUGENE J. SILVERMAN,
VERSUS
ALAN STANLEY WALL and
MARGARET M. WALL, his wife

Ordered this 22nd day of October, 1963, That the sale of the property in these proceedings mentioned made and reported by Eugene J. Silverman, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary htereof be shown on or before the 25th 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 25th day of November next.

The report states that the amount of sale was $10,935.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

N-

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 150 PAGE 496

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 16, 1963

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,855

Alan Stanley Wall

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of November, 1963. The first insertion being made the 24th day of October, 1963.

FILED 1963 NOV 18 AM 11:44

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 7621

19

BOOK 150 PAGE 497

In the Case of

EUGENE J. SILVERMAN, Assignee

VS.

ALAN STANLEY WALL and MARGARET M. WALL, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 15,855 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 DEC 11 PM 12:22

FILED

All of which is respectfully submitted.

December 11, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 27th 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.

Louis N. Phipps

Clerk

Per: A. Jankowski, deputy

21

Dr. EUGENE J. SILVERMAN, Assignee vs. ALAN STANLEY WALL and MARGARET M. WALL, his wife,

BOOK 150 PAGE 498

In Acct. with EUGENE J, SILVERMAN, Assignee of Mortgage

						Cr.
1963						
Oct.	16	Proceeds of Sale	10,935	00		
		Interest on deferred payment of $10,435.00				
		from 10/16/63 to 11/27/63	71	32	11,006	32
		Refund 1963 County and State Taxes adjusted				
		from 10/16/63 to 12/31/63 (201.75)	41	46		
		Refund 1963 Anne Arundel County Sanitary				
		charges adjusted from 10/16/63 to 12/31/63				
		(55.80)	11	06	52	52
					11,058	84
		To Assignee for fee, viz:	50	00		
		To Assignee for commissions, viz:	360	19	410	19
		To Assignee for Court Costs, Viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court costs	31	25		
		Auditor - stating this account	22	50	63	75
		To Assignee for expenses, viz:				
		Capital Gazette Press - advertising sale	70	00		
		Capital Gazette Press - Order nisi, sale	15	00		
		Fidelity & Deposit Co. - bond premium	44	00		
		Alex Cooper - auctioneer's fee	35	00		
		Ground Rent - 1 mo. 16 days adj. (120.00)	15	33		
		Clerk of Court-recording short assmt. of mtge.	1	00		
		Mary Jane Dippel - notary fees	1	00		
		Beulah T. Saltz - notary fee		50	181	83

	To Union Federal Savings & Loan Assn.				
	this balance on account of claim filed	10,403	07	10,403	07
				11,058	84
	Amount of Mortgage claim filed	10,589	08		
	Interest on principal balance of $10,589.08				
	from 7/31/63 to 12/27/63-149 days @ $5\frac{1}{4}$%	226	82		
		10,815	90		
	Cr. amount allowed above	10,403	07		
	Balance subject to Decree in Personam	412	83		

BOOK 150 PAGE 500

EUGENE J. SILVERMAN, Assignee 215 N. Calvert Street Baltimore, Maryland 21202	:	IN THE
	:	CIRCUIT COURT
	:	FOR
Vs.	:	ANNE ARUNDEL COUNTY
JEROME BEATTY 1632 Pleasantville Drive Glen Burnie, Maryland	:	Equity No. ~~15,586~~ 15,856

.. ..

PETITION TO DOCKET SUIT

MR. CLERK:

Please docket the within suit and file the Mortgage as an Exhibit.

(Eugene J. Silverman) Assignee

FILED

1963 SEP 11 AM 11:26

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 1421 PAGE 57

MARYLAND

No. 15856 Equity

MORTGAGE

THIS MORTGAGE, made this 2nd day of SEPTEMBER, A. D. 19 60, by and between JEROME BEATTY, (Single)

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

BOOK 150 PAGE 501

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TEN THOUSAND THREE HUNDRED & - - - - - - - - - - - - 00/100 Dollars ($10,300.00), 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 UNION 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-SIX & - - - - - - - - - - - - - - - - 88/100 Dollars ($56.88), commencing on the first day of NOVEMBER, 19 60, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of SEPTEMBER, 1990. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

ALL that lot of ground known as Lot No. 2, Block K, as shown on Plat of Section 3 Pleasantville, recorded among the Land Records of Anne Arundel County in Plat Book G.T.C. No. 30, Folio 95.

Subject to easements as shown on the aforesaid Plat.

BEING the same lot of ground which by assignment of even date herewith and recorded or intended to be recorded among the Land Records aforesaid immediately prior hereto, was granted and conveyed by Ferndale Homes, Inc., to Jerome Beatty.

FILED

1963 SEP 11 AM 11:36

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

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

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and 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:

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

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 Twenty Dollars ($120.00), payable in equal semi-annual installments on the first days of March and September in each and every year.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for 120 days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or LeRoy E. Hoffberger, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

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 & 00/100** Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

Witness:

Beulah T. Saltz
(Beulah T. Saltz)

Jerome Beatty [SEAL]
(Jerome Beatty)

[SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, **CITY OF BALTIMORE** to wit: BOOK 1421 PAGE 61

I HEREBY CERTIFY, That on this 2nd day of **SEPTEMBER**, 19 60, before me, the subscriber, a Notary Public of the State of Maryland, in and for the **City of Baltimore** aforesaid, personally appeared **JEROME BEATTY**, the above named Mortgagor, and **he** acknowledged the foregoing mortgage to be **his** act.

At the same time also personally appeared **ALBERT R. De FORD** **the Vice-President** of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

1050.

Beulah T. Saltz
(Beulah T. Saltz) Notary Public.

My commission expires May 1, 1961

Rec'd for record Sept. 7, 1960 at 2:33 P.M.
Mailed to Samuel H. Hoffberger
Baltimore, Maryland

FOR VALUE RECEIVED, the undersigned hereby assigns unto EUGENE J. SILVERMAN, Attorney, for purposes of foreclosure, the within mortgage.

AS WITNESS the hand of the Vice-President and corporate seal of the Assignor this 6th day of September, 1963:

UNION FEDERAL SAVINGS AND LOAN ASSOCIATION

ATTEST: Charles T. Heron
(Charles T. Heron) Secretary

By Thomas J. Guidera, Jr.
(Thomas J. Guidera, Jr.) Vice-Pres.

126315

STATE OF MARYLAND

Mortgage

FROM

JEROME BEATTY (Single)

TO

UNION FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record, M. o'clock
1960, at &c.,
Same day recorded in Liber
No. Folio
one of the Land Records of
and examined per
Clerk
Cost of Record, $

NO. 1421 FOLIO 57 CLERK

PM 2 33

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

SAMUEL H. HOFFBERGER
215 N. CALVERT ST.
BALTIMORE 2, MD.

BOOK 150 PAGE 505

SHORT ASSIGNMENT

OF MORTGAGE

FROM

UNION FEDERAL SAVINGS AND LOAN ASSOCIATION

TO

EUGENE J. SILVERMAN, Attorney,

for purposes of foreclosure

BLOCK

Received for Record _____

_____ *o'clock* _____ *M. Same day*

Recorded in Liber M. L. P. No. _____

Folio _____ *etc., one of the* _____

Records of Baltimore City, and examined.

Per

_____

Clerk.

REC'D FOR RECORDING LAND RECORDS OF ANNE ARUNDEL COUNTY

'963 SEP 21 AM 11:23

& RECORDED IN LIBER M.L.P. NO. 1421 FOLIO 41

LOUIS J. TIPPS, CLERK

10M—10-52

HOFFBERGER and [illegible]

ATTORNEYS-[illegible]

215 N. CALVERT STREET

BALTIMORE-2, MARYLAND

100

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

BOOK 150 PAGE 506

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 15,856 Equity

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

EUGENE J. SILVERMAN

Assignee

vs.

JEROME BEATTY

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 THOMAS J. GUIDERA, Vice-President of UNION FEDERAL SAVINGS AND LOAN ASSOCIATION

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

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

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

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

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

Affiant.

Thomas J. Guidera, Vice-President
UNION FEDERAL SAVINGS AND LOAN ASSOCIATION

Subscribed and sworn to before me this 6th day of September 19 63

Notary Public

FILED

1963 SEP 11 AM 11:26

4

BOOK 150 PAGE 507

EUGENE J. SILVERMAN, Assignee	:	Docket _____ Folio _____
	:	Case No. 15,856 Eq. 4
Vs.	:	Filed _____
	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
JEROME BEATTY	:	
	:	

.. ..

STATEMENT OF MORTGAGE DEBT

DUE UNION FEDERAL SAVINGS AND LOAN ASSOCIATION,
25 N. Howard Street, Baltimore 1, Maryland,
from JEROME BEATTY, (Single),
1632 Pleasantville Drive, Glen Burnie, Md.

Original Balance					$10,300.00
Interest from 9/2/60 to 8/31/63					1,591.56
					$11,891.56
Payments to Principal and Interest					1,523.94
					$10,367.62
Expenses Paid:					
Taxea:					
	May 1961	$191.17			
	Mar.1962	189.24			
	Mar.1963	201.75	$582.16		
Ground Rent:					
	Mar. 1961	$ 60.00			
	Sept. 1961	60.00			
	Mar. 1962	60.00			
	Aug. 1962	60.00			
	Mar. 1963	60.00	300.00		
Hazard Insurance:					
	Nov. 1960	$ 29.05			
	Sept. 1961	29.05			
	Aug. 1962	29.05	87.15		
Mortgage Insurance:					
	Feb. 1961	$ 48.48			
	Jan. 1962	48.48			
	Jan. 1963	44.90	141.86		
Water and Sewer Benefit:					
	Feb. 1961	$ 47.22			
	Feb. 1962	47.22			
	Feb. 1963	47.22	141.66		
				$1,252.83	
Amount Paid on Expenses				1,101.09	
					151.74 DR
Balance due Union Federal Savings and Loan Association					$10,519.36

UNION FEDERAL SAVINGS AND LOAN ASSOCIATION

By: _____
(Thomas J. Guidera) Vice-President

FILED
1963 SEP 11 AM 11:26

7

STATE OF MARYLAND, CITY OF BALTIMORE, 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 said City, personally appeared THOMAS J. GUIDERA, Vice-President of UNION FEDERAL SAVINGS AND LOAN ASSOCIATION 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.

Mary Jane Kipp

Notary Public

8

BOND NO. 77 17 309.

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

BOOK 12 PAGE 176 No. 15,856 Equity

BOOK 150 PAGE 509

KNOW ALL MEN BY THESE PRESENTS:

That we, Eugene J. Silverman, 215 N. Calvert Street
Baltimore, Maryland
as Principal,
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eleven Thousand and 00/100 ($11,000.00) ---------- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 24th day of September in the year of our Lord 1963

Whereas, the above bounden Eugene J. Silverman

by virtue of the power contained in a mortgage from Jerome Beatty

to Union Federal Savings and Loan Association

bearing date the 2nd day of September, 1960 and recorded among the mortgage records of Anne Arundel County in Liber GTC No. 1421 Folio 57 and Eugene J. Silverman

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Eugene J. Silverman

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Eugene J. Silverman

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Pearl Markridge

Eugene J. Silverman (SEAL)

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Hilda V. Hunter

Hilda V. Hunter *As to Surety*

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

MD3228a—500. 11-59 153728
Mortgagee's or Attorney's Bond

FILED
1963 SEP 26 AM 9:33

Bond approved this 26th day of Sept 1963

Louis N. Phipps, Clerk

EUGENE J. SILVERMAN
Solicitor
215 N. Calvert Street
Baltimore 2, Maryland

Assignee's Sale

Of

Valuable Leasehold Property

1632 PLEASANTVILLE DRIVE
PLEASANTVILLE, ANNE
ARUNDEL COUNTY, MD.

Under and by virtue of the power and authority contained in a mortgage from JEROME BEATTY to UNION FEDERAL SAVINGS AND LOAN ASSOCIATION, dated September 2, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1421, folio 57, (default having occurred thereunder), the undersigned Assignee will sell at public auction on

Wed., Oct. 16, 1963
at 2:15 P.M.

all that leasehold lot of ground and improvements thereon known as Lot No. 2, Block K, as shown on Plat of Section 3 Pleasantville, recorded among the Land Records of Anne Arundel County in Plat Book G.T.C. No. 30, Folio 95. The improvements known as No. 1632 Pleasantville Drive.

Subject to the payment of an annual ground rent of $120.00 issuing out of said lot, and to any restrictive covenants, easements and public utility agreements affecting said property.

The improvements consisting of a one-story frame dwelling, containing five rooms and one bath, with gas fired hot air heat.

No. 10

Terms of Sale: A cash deposit of $500.00 will be required of the purchaser; balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from the date of sale to date of settlement. Taxes, ground rent and all other expenses, including A. A. County Sanitary Commission charges, if any, and all other assessments and public charges, to be adjusted to date of sale.

EUGENE J. SILVERMAN
Assignee of

UNION FEDERAL SAVINGS
AND LOAN ASSOCIATION

Alex Cooper Auctioneers, Inc.
212 N. Calvert Street
Baltimore, Maryland 21202 0-10

OFFICE OF 15,856

Maryland Gazette

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

BOOK 150 PAGE 510

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1963

We hereby certify, that the annexed

Assignee's Sale

Jerome Beatty

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 October, 1963. The first insertion being made the 19th day of September, 1963.

FILED
1963 OCT 11 PM 2:47

THE CAPITAL-GAZETTE PRESS, INC.

By H. Selghman

BOOK 150 PAGE 511

EXHIBIT "E"

EUGENE J. SILVERMAN, Assignee for UNION FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT OF ~~BALTIMORE CITY~~ Anne Arundel County
vs.	*	
JEROME BEATTY	*	

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.

ALEX COOPER AUCTIONEERS, INC.

By: Joseph A. Cooper

SUBSCRIBED and sworn to before me, a Notary Public in and for Baltimore City by Joseph A Cooper this 17th Day of Oct., 1963

Benny Kai
Notary Public

FILED

1963 OCT 22 PM 12:57

11

EXHIBIT "D"

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

BOOK 150 PAGE 512

I HEREBY CERTIFY, that on this 21 day of OCTOBER, 1963, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared THOMAS J. GUIDERA, JR., Vice-President, purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, ~~or he purchased same as agent and his principal is~~ and that he has not directly or indirectly discouraged anyone from bidding for the said property known as 1632 Pleasantville Drive, Lot No. 2, Blk. K, on Plat of Sec. 3 Pleasantville, recorded in Plat Book GTC No. 30, folio 95, Anne Arundel County, Maryland, mentioned in the said Report of Sale.

UNION FEDERAL SAVINGS AND LOAN ASSOCIATION

By _____ Purchaser Vice-President

_____ Notary Public

My commission expires May 3, 1965

_____ Purchaser

FILED

1963 OCT 22 PM 12:57

EXHIBIT "C"

BOOK 150 PAGE 513

EUGENE J. SILVERMAN, Assignee

for UNION FEDERAL SAVINGS AND LOAN ASSOCIATION

VS.

JEROME BEATTY

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Equity No. 15856

EUGENE J. SILVERMAN
Solicitor
215 N. Calvert Street
Baltimore 2, Maryland

Assignee's Sale Of Valuable Leasehold Property

1632 PLEASANTVILLE DRIVE
PLEASANTVILLE, ANNE
ARUNDEL COUNTY, MD.

Under and by virtue of the power and authority contained in a mortgage from JEROME BEATTY to UNION FEDERAL SAVINGS AND LOAN ASSOCIATION, dated September 2, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1421, folio 57, (default having occurred thereunder), the undersigned Assignee will sell at public auction on

Wed., Oct. 16, 1963
at 2:15 P.M.

all that leasehold lot of ground and improvements thereon known as Lot No. 2, Block K, as shown on Plat of Section 3 Pleasantville, recorded among the Land Records of Anne Arundel County in Plat Book G.T.C. No. 30, Folio 95. The improvements known as No. 1632 Pleasantville Drive.

Subject to the payment of an annual ground rent of $120.00 issuing out of said lot, and to any restrictive covenants, easements and public utility agreements affecting said property.

The improvements consisting of a one-story frame dwelling, containing five rooms and one bath, with gas fired hot air heat.

Terms of Sale: A cash deposit of $500.00 will be required of the purchaser; balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from the date of sale to date of settlement. Taxes, ground rent and all other expenses, including A. A. County Sanitary Commission charges, if any, and all other assessments and public charges, to be adjusted to date of sale.

EUGENE J. SILVERMAN
Assignee of
UNION FEDERAL SAVINGS
AND LOAN ASSOCIATION

Alex Cooper Auctioneers, Inc.
212 N. Calvert Street
Baltimore, Maryland 21202 0-10

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 16th day of October 1963, sold the property described in the attached advertisement of sale at and for the sum of $10,300 00 XY to Union Federal Sav. & Loan Assoc he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper - Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 16th day of October 1963, purchased the property described in the attached advertisement of sale from Eugene J. Silverman, Assignee of Union Federal Savings & Loan Assn. at and for the sum of $10,300 00 XY and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

UNION FEDERAL SAVINGS AND LOAN ASSOCIATION

By [illegible]
Purchaser

Vice-President

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3

EUGENE J. SILVERMAN, Assignee for UNION FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
JEROME BEATTY	*	Equity No. 15856

* * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of EUGENE J. SILVERMAN, Assignee for UNION FEDERAL SAVINGS AND LOAN ASSOCIATION under a certain mortgage dated September 2, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1421, folio 57, from JEROME BEATTY to UNION FEDERAL SAVINGS AND LOAN ASSOCIATION, Baltimore, Maryland, respectfully states:-

That default having occurred in the payment of the principal and interest secured by the aforesaid mortgage filed in this cause, and in the other terms and conditions thereof, your Assignee, acting under the power and authority conferred upon him by the Mortgagee pursuant to said mortgage, and having complied with all of the requirements of law, after giving notice of at least twenty (20) days of the time, place and manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, and having general circulation therein, and after giving his approved bond for the faithful performance of his trust, did, pursuant to said notice of sale, on the premises on Wednesday, October 16, 1963, at 2:15 o'clock p.m., proceed to sell the leasehold property mentioned in these proceedings, to wit: Lot No. 2, Block K, as shown on Plat of Section 3 Pleasantville, recorded among the Land Records of Anne Arundel County in Plat Book G.T.C. No. 30, folio 95, the improvements thereon being known as No. 1632 Pleasantville Drive, Glen Burnie, Maryland, to UNION FEDERAL SAVINGS AND LOAN ASSOCIATION, Baltimore, Maryland, at and for the sum of Ten Thousand Three Hundred Dollars ($10,300.00), it being then and there the highest bidder therefor.

A Memorandum of Sale is filed herewith and marked as "Exhibit B".

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14

a Certificate of Publication is filed herewith and marked "Exhibit C"; an Affidavit from the purchaser that it was the bona fide purchaser and not an Agent in said purchase, is filed herewith and marked "Exhibit D"; and Auctioneer's Affidavit, marked "Exhibit E", is filed herewith.

Eugene J. Silverman, Assignee
of Union Federal Savings and Loan
Association, Baltimore, Maryland

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this ~~21~~ 31st day of October, 1963, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared EUGENE J. SILVERMAN, Assignee of UNION FEDERAL SAVINGS AND LOAN ASSOCIATION, 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 is fairly made.

AS WITNESS my hand and Notarial Seal.

(Harvey M Lebowitz) Notary Public

My commission expires May 3, 1965.

15

BOOK 150 PAGE 516

Alex Cooper AUCTIONEER—REALTOR—APPRAISER

OFFICE: PLAZA 2-4868
RES.: ROGERS 4-0091

212 N. CALVERT STREET
BALTIMORE 2, MARYLAND

October 16, 1963

EXHIBIT "B"

Eugene J. Silverman, Assignee of Union Federal S.&L. Assn.
215 N. Calvert Street
Baltimore, Maryland 21202

REPORT OF SALE

PROPERTY: 1632 Pleasantville Drive, Anne Arundel County, Md.

SOLD TO: Union Federal Savings & Loan Assn.

ADDRESS:

AMOUNT OF SALE: $10,300.00

DEPOSIT:

Very truly yours,

ALEX COOPER, Auctioneer

By: Alex Cooper

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1963 OCT 22 PM 12:57

14

ORDER NISI

EUGENE J. SILVERMAN, ASSIGNEE

versus

JEROME BEATTY

BOOK 150 PAGE 517

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,856 Equity

Ordered, this 22nd day of October, 19 63, That the sale of the property in these proceedings mentioned made and reported by Eugene J. Silverman, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of November next.

The report states that the amount of sale was $ 10,300.00

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

Eugene J. Silverman, Atty. FOR: MARYLAND GAZETTE Oct. 24th Edition

(Final Order)

EUGENE J. SILVERMAN, ASSIGNEE

versus

JEROME BEATTY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of November, 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 NOV 27 PM 4:01

17

EUGENE J. SILVERMAN, Assignee for UNION FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
JEROME BEATTY	*	ANNE ARUNDEL COUNTY
	* * * * * * *	Equity No. 15856

PETITION TO SUBSTITUTE A PURCHASER

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Petition of EUGENE J. SILVERMAN, Assignee, respectfully represents unto your Honor:

1. That your Petitioner, by his Report of Sale filed in these proceedings on the 22nd day of October, 1963, sold certain leasehold property situated in Anne Arundel County, State of Maryland, known as Lot No. 2, Block K, as shown on Plat of Section 3 Pleasantville, recorded among the Land Records of Anne Arundel County in Plat Book G.T.C. No. 30, folio 95; the improvements thereon being known as No. 1632 Pleasantville Drive, Glen Burnie, Maryland, to UNION FEDERAL SAVINGS AND LOAN ASSOCIATION.

2. 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 UNION FEDERAL SAVINGS AND LOAN ASSOCIATION.

Eugene J. Silverman, Assignee

ASSENT

WE HEREBY ASSENT to the relief prayed in the aforegoing Petition.

Eugene J. Silverman, Assignee

UNION FEDERAL SAVINGS AND LOAN ASSOCIATION

By Thomas J. Guidera, Jr. Vice-President

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1963 OCT 28 PM 12:37

BOOK 150 PAGE 519

EUGENE J. SILVERMAN, Assignee, for UNION FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
JEROME BEATTY	*	Equity No. 15856

* * * * * * * * *

ORDER

UPON the aforegoing Petition and Assent, it is hereby this 28th day of October, 1963, ORDERED by the Circuit Court for Anne Arundel County, Maryland, that J. S. GLEASON, JR., Administrator of Veterans' Affairs, be and he is hereby substituted as purchaser of the property mentioned in these proceedings, known as Lot No. 2, Block K, as shown on Plat of Section 3 Pleasantville, recorded among the Land Records of Anne Arundel County in Plat Book G.T.C. No. 30, folio 95; the improvements thereon being known as No. 1632 Pleasantville Drive, Glen Burnie, Maryland, in the place and stead of UNION FEDERAL SAVINGS AND LOAN ASSOCIATION, Baltimore, Maryland.

George Sachse

JUDGE

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1963 OCT 28 PM 4:03

19

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,856 Equity

EUGENE J. SILVERMAN,
ASSIGNEE

VERSUS

JEROME BEATTY

Ordered, this 22nd day of October, 1963, That the sale of the property in these proceedings mentioned made and reported by Eugene J. Silverman, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of November next.

The report states that the amount of sale was $10,300.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

N-14

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 30 PAGE 520

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 16, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,856

Jerome Beatty

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of November, 1963. The first insertion being made the 24th day of October, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

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1963 NOV 18 AM 11:44

No. M. G. 7620

W

BOOK 150 PAGE 521

In the Case of

EUGENE J. SILVERMAN, Assignee

VS.

JEROME BEATTY

In the

Circuit Court

For

Anne Arundel County

No. 15,856 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.

December 11, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 27th 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: A. Gonkowski, deputy

22

Dr. EUGENE J. SILVERMAN, Assignee vs. JEROME BEATTY

BOOK 150 PAGE 522

In Acct. with EUGENE J. SILVERMAN, Assignee of Mortgage

1963						
Oct.	16	Proceeds of Sale	10,300	00		
		Interest on deferred payment of $9,800.00				
		from 10/16/63 to 11/27/63	67	04	10,367	04
		Refund 1963 County and State Taxes				
		adjusted 10/16/63 to 12/31/63 (201.75)	41	46		
		Refund 1963 Anne Arundel County Sanitary				
		charges, adjusted 10/16/63 to 12/31/63 (47.22)	9	68	51	14
					10,418	18
		To Assignee for fee, viz:	50	00		
		To Assignee for commissions, viz:	341	01	391	01
		To Assignee for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court costs	31	25		
		Auditor - stating this account	22	50	63	75
		To Assignee for expenses, viz:				
		Capital Gazette Press - advertising sale	68	24		
		Capital Gazette Press - Order nisi, sale	15	00		
		Fidelity & Deposit Co. - bond premium	44	00		
		Alex Cooper - auctioneer's fee	35	00		
		Clerk of Court-short assignment of mtge.	1	00		
		Ground rent,1 mo. 16 days-adjusted (120.00)	15	33		
		Mary Jane Dippel - notary fees	1	00		
		Beulah T. Saltz - notary fee		50	180	07

	To Union Federal Savings & Loan Assn.				
	this balance on account of claim filed	9,783	35	9,783	35
				10,418	18
	Amount of Mortgage claim filed	10,519	36		
	Interest on principal balance of $10,519.36				
	from 8/31/63 to 12/27/63 - 118 days @ 5¼%	178	38		
		10,697	74		
	Cr. - amount allowed above	9,783	35		
	Balance subject to Decree in Personam	914	39		

23

CATHERINE G. HURLEY 1435 Roxanna Road, N. W. Washington 12, D. C. COMMITTEE OF JOHN E. WASHINGTON and VIRGINIA R. WASHINGTON 463 Florida Avenue, N. W. Washington, D. C.	:	IN THE CIRCUIT COURT
Complainants	:	FOR
vs.	:	
JOHN E. WASHINGTON, NON COMPOS MENTIS, St. Elizabeth's Hospital Washington, D. C.	:	ANNE ARUNDEL COUNTY NO. 15,376 EQUITY
Defendant	:	

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

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Complainants, Catherine G. Hurley, Committee of John E. Washington and Virginia R. Washington, by John H. Hopkins, IV, their Solicitor, complaining say:

1. That John E. Washington and Virginia R. Washington are husband and wife and own as tenants by the entireties certain real estate in Anne Arundel County, Maryland, designated as Lots Nos. 13 and 14, Block No. 5, as shown on a plat of Highland Beach, recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, page 44, and a small unnumbered lot approximately forty-seven (47) by one hundred (100) feet, directly to the rear of aforesaid Lots Nos. 13 and 14 in Block No. 5. That Lot No. 13 in Block No. 5 aforesaid was conveyed to the aforesaid parties by Benjamin Michaelson, Trustee, by deed dated September 16, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 243, folio 364; that Lot No. 14, Block 5, aforesaid was conveyed to the aforesaid parties by William A. Wells, Jr. and wife, by deed dated July 9, 1929, and recorded among the aforesaid Land Records in Liber F.S.R. No. 71, folio 30, and the aforesaid unnumbered lot lying to the rear of Lots Nos. 13 and 14, Block No. 5, was obtained by the aforesaid parties from Benjamin

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Michaelson, Trustee, by deed dated July 7, 1947, and recorded among the aforesaid Land Records in Liber J.H.H. No. 416, folio 373; that the said John E. Washington and Virginia R. Washington are also the owners as tenants by the entireties of Lots Nos. 40 and 41, as shown and designated on a Plat of subdivision for Dr. Washington at Highland Beach made by J. R. McCrone, Jr., Surveyor in May 1946, which lots are a part of the same property conveyed to them by Benjamin Michaelson, Trustee, by deed dated September 16, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 243, folio 362; certified copies of said deeds being filed with this Bill of Complaint and marked Complainants' exhibits Nos. 1, 2, 3, and 4 respectively.

2. That after the acquisition of said title, the Defendant, John E. Washington, became and still is of unsound mind and the Complainant, Catherine C. Hurley, was duly appointed and qualified on February 6, 1962, by the District Court of the United States for the District of Columbia, as the Committee of the person and estate of said John E. Washington as will more fully appear from Complainants' exhibit No. 5 attached hereto.

3. That the Defendant is a non-resident of the State of Maryland and is now confined in St. Elizabeth's Hospital, Washington, District of Columbia, and that your Complainants are advised that the condition of the Defendant is hopelessly incurable.

4. That your Complainants executed an agreement to sell said Lots Nos. 13 and 14 in Block No. 5, Highland Beach, and the small unnumbered lot directly to the rear of said Lots Nos. 13 and 14 in Block No. 5, to Dorothy H. Thrasher, Doris T. Moss and Charles S. Moss, her husband, for the sum of Ten Thousand Dollars ($10,000.00) which they feel is a fair and reasonable price for said property which consists of the three lots aforementioned and a summer dwelling, and said sale has been approved by the United States District Court for the District of Columbia, the Court of original and domiciliary jurisdiction over the person and estate of said Incompetent, as will more fully appear from the

2

copy of said Orders hereto annexed as Complainants' exhibit No. 6.

5. That on August 14, 1954, the said John E. Washington and Virginia R. Washington, his wife, entered into a certain contract of sale whereby they sold Lots Nos. 40 and 41, as shown on a plat of Highland Beach, Dr. Washington's Subdivision, aforesaid, to James Edwin Booth and Mary Inez Booth, his wife, for the sum of Twenty-eight Hundred Dollars ($2,800.00), which sum has been paid in full and the purchasers are entitled to a deed to said lots, and the United States District Court for the District of Columbia, has ratified and approved said contract and has authorized your Petitioner, Catherine G. Hurley, as Committee of the person and estate of the said John E. Washington, to take any and all steps required under the Laws of Maryland to convey the interest of the said John E. Washington to the purchasers, as will more fully appear from a copy of said contract of sale order of the said United States District Court hereto annexed as Complainants' exhibits Nos. 7 and 8.

6. Your Complainants further say that the Incompetent and his wife have no creditors within the State of Maryland and that it is to the interest of the Incompetent that these sales be ratified and confirmed by this Honorable Court and that a Trustee be appointed to convey the interest of the said John E. Washington to the respective purchasers thereof in accordance with the agreements and the Orders of Sale of the United States District Court for the District of Columbia.

WHEREFORE, your Complainants pray as follows:

(a) That this Honorable Court ratify and confirm the aforesaid sales and appoint a Trustee to convey the interest of John E. Washington to the purchasers pursuant to the contracts of sale and the approvals thereof as aforesaid.

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

May it please your Honors to grant unto your Complainants an Order of Publication directed to John E. Washington, an insane person, to be personally served on him in accordance with the laws applicable thereto, commanding him to be and appear in this Court in person or by solicitor on some certain day to be named therein to answer the premises and abide by and perform such orders or decrees as may be passed therein.

AND AS IN DUTY BOUND, ETC.

Catherine G. Hurley
Catherine G. Hurley, Committee of
John E. Washington, Incompetent

Virginia R. Washington
Virginia R. Washington

John H. Hopkins IV
John H. Hopkins, IV
Solicitor for Complainants
15 School Street
Annapolis, Maryland
Telephone: COlonial 3-3551

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, TO WIT:

I HEREBY CERTIFY that on this 28th day of September, 1962, before me, the subscriber, a Notary Public of the District of Columbia in and for the City aforesaid, personally appeared Catherine G. Hurley, Committee of John E. Washington, Incompetent, and Virginia R. Washington and each duly acknowledged the matters and things set forth in the foregoing Bill of Complaint to be true to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

Don Lockett Young
Don Lockett Young Notary Public

4

BOOK 150 PAGE 528

(NO STAMPS REQUIRED. B. MICHAELSON)

THIS DEED, made this 16th day of September, 1941, by and between BENJAMIN MICHAELSON, Trustee, party of the first part, Grantor, and JOHN E. WASHINGTON and VIRGINIA R. WASHINGTON, his wife, parties of the second part, Grantees, all of Anne Arundel County, State of Maryland.

WHEREAS the said parties of the second part, by deed of even date herewith and recorded among the Land Records of Anne Arundel County prior to the recording of this deed conveyed the property hereinafter described to the said Benjamin Michaelson, Trustee, in special trust and confidence nevertheless that he would immediately re-convey the said property unto the said parties of the second part as tenants by the entireties.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the premises and the sum of FIVE DOLLARS and other good and valuable considerations paid by the said parties of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said John E. Washington and Virginia R. Washington, his wife, as TENANTS BY THE ENTIRETIES, the survivor of them, their heirs and assigns in fee simple, all the lot of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, being Lot No. 13 in Block 5 in the subdivision of Highland Beach according to the plat thereof on file in the office of the County Clerk of Anne Arundel County, State of Maryland.

Trsfd. to John E. Washington 4-14-44

FILED

JAN -9 PM 2:14

Complainants Exhibit #1
Examiner's Exh. 1 E/Cl

BEING the same property which was conveyed to the said Benjamin Michaelson, Trustee, by John E. Washington and Virginia R. Washington, his wife, by deed of even date herewith and recorded among the aforesaid Land Records prior hereto; being also the same property which was conveyed to John E.Washington by Haley G. Douglass, Executor, by deed dated January 23, 1922, and recorded among the aforesaid Land Records in Liber W.N.W. No. 81,folio 63.

TOGETHER with the buildings and improvements thereupon erected, made or being and each and every the rights, ways, alleys, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lot of land and premises unto and to the proper use and benefit of the said John E. Washington and Virginia R. Washington, his wife, AS TENANTS BY THE ENTIRETIES, the survivor of them, their heirs and assigns in fee simple.

AND the said party of the first part does hereby covenant that he will WARRANT SPECIALLY the title to the property hereby conveyed and that he will execute such other and further assurances of said land as may be requisite.

WITNESS the hand and seal of said Grantor.

WITNESS: BENJAMIN MICHAELSON (SEAL)

LINA JOHNSON TRUSTEE.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 16th day of September, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson, Trustee, and duly acknowledged the aforegoing instrument to be his act and DEED.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) LINA JOHNSON

NOTARY PUBLIC

Recorded-September-20-1941-10:25-A.M.

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. 243 folio 362 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 9TH day of JANUARY A. D., 1963

Clerk of the Circuit Court for Anne Arundel County

BOOK 150 PAGE 530

This Deed made this nineth day of July in the year of our Lord one thousand nine hundred and ninety nine by and between William A. Wells Jr. and Lillian A. Wells, his wife, both of Washington, D. C. parties of the first part, and John E. Washington and Virginia R. Washington, joint tenants both of Washington, D. C. parties of the second part.

Witnesseth, that in consideration of Ten Dollars the said parties of the first part do grant and convey unto John E. Washington and Virginia R. Washington, joint tenants parties of the second part, their heirs and assigns, in fee simple, all piece or parcel of ground situate lying and being in Anne Arundel County in the State of Maryland, being the same land which the said parties of the first part William A. Wells Jr. and Lillian A. Wells, his wife obtained from John E. Washington and Virginia R. Washington his wife, by deed dated the Eighth day of July 1929, recorded in the Land Records of Anne Arundel County, State of Maryland in Liber ____ at folio __ and being described as follows, to wit:

Lot numbered Fourteen (14) in Block numbered Five (5) in the Subdivision of Highland Beach situate in the second Election District of Anne Arundel County, in the State of Maryland according to the plat thereof in file in the office of the County Clerk of Anne Arundel County in the State of Maryland.

Together with the buildings and improvements thereupon erected, made or being, and all and every, the rights, alley, ways waters, privileges appurtenances, and advantages, to the

Added to John E. Washington 5-28-30

FILED
Complainants Exhibit 1-2 [illegible]

same belonging or in anywise appertaining.

To have and to hold the said piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges appurtenances, and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof of the said John E. Washington and Virginia R. Washington as joint Tenants and not as Tenants in Common.

And the said parties of the first part covenant that they will warrant specially and generally the property hereby conveyed. that they are seized of the land hereby conveyed. that they have a right to convey said land. that the said parties of the second part shall quietly enjoy said land. that they have done not act to encumber said land. and that they will execute such further assurances of said land as may be requisite.

Witness their hands and seals,

Test:

Lynne L. Jennifer.

William A. Wells Jr (Seal)
Lillian A. Wells (Seal)

Washington District of Columbia ss:

I hereby Certify that on this 9th day of July 1929 before the subscriber, a Notary Public in and for the District of Columbia personally appeared William A. Wells Jr. and Lillian A. Wells his wife, and did each acknowledge the aforegoing Deed to be their act.

In Testimony whereof, I have affixed my official seal this 9th day of July A. D. 1929

notary seal

Lynne L. Jennifer
Notary Public

Recorded 8th Oct. 1930 at 11-45 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT.

I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber E. S. R. No. 71 folio 30 one of the Land Records Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 9TH day of JANUARY A. D., 1963.

Clerk of the Circuit Court for Anne Arundel County

No stamps required.

THIS DEED, made this 7th day of July, 1947, by and between Benjamin Michaelson, Trustee, of Anne Arundel County, State of Maryland, party of the first part, GRANTOR, and John E. Washington and Virginia R. Washington, his wife, of the City of Washington, District of Columbia, parties of the second part, GRANTEES.

WHEREAS the parties of the second part, by deed dated July 3, 1947, and recorded among the Land Records of Anne Arundel County prior to the recording of this deed, conveyed the property hereinafter described unto the said party of the first part in special trust and confidence nevertheless that he would immediately reconvey the property unto the said parties of the second part as tenants by the entireties.

NOW THEREFORE, THIS DEED, WITNESSETH: That in consideration of the premises and the sum of TEN ($10.00) DOLLARS and for other good and valuable considerations paid by the said parties of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said John E. Washington and Virginia R. Washington, his wife, as TENANTS BY THE ENTIRETIES, the survivor of them, their heirs and assigns in fee simple, all those lots or parcels of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, at Highland Beach, and described as follows:

FIRST: All that lot of land forty-seven (47) feet by one hundred (100) feet, lying and being in the rear of and adjacent to Lots Nos. Thirteen (13) and Fourteen (14) in Block No. Five (5) in the Subdivision of Highland Beach, according to a Plat thereof filed among the Plat Records of Anne Arundel County.

SECOND: Beginning for the same at a stake set on the shore line of Oyster Creek, (said point of beginning being at the end of the first line of the conveyance from Pendleton to Thomas F. Myers, dated September 22, 1905, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 45, folio 349); thence with said first line reversed and the lines of "Highland Beach", as now surveyed, North thirty-two degrees twenty-

eight minutes East one hundred eighty-six and seventy-five hundredths feet to the South side of a thirty foot road, leading to the County Road to Arundel-on-the-Bay; thence leaving the outlines and with said line of said road North fifty-seven degrees thirty-eight minutes West one hundred feet; thence leaving said road South thirty-two degrees twenty-eight minutes West one hundred forty and forty-five hundredths feet to the shore line of said Creek; thence with the shore line of said Creek, South thirty-two degrees thirty-four minutes East one hundred ten and thirty-five hundredths feet to the beginning; containing sixteen thousand three hundred and sixty square feet, more or less, according to a survey thereof made by Edward Hall, Jr. Surveyor, June 1934.

BEING the same property which was conveyed to Benjamin Michaelson, Trustee, by John E. Washington and Virginia R. Washington, his wife, by deed dated July 3, 1947, and recorded among the Land Records of Anne Arundel County prior hereto; and being also the same property which was conveyed to the said John E. Washington by the following deeds: (1) From Haley G. Douglass, Executor, dated May 15, 1923, and recorded among the aforesaid Land Records in Liber W.N.W. No. 81, folio 61 and (2) From Edwin D. Myers and Mary E. Myers, Administrators, dated July 30, 1934, and recorded among the aforesaid Land Records in Liber W.N.B. No. 128, folio 373.

TOGETHER with the buildings and improvements thereon erected, made or being and all and every the rights, roads, waters, ways, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said John E. Washington and Virginia R. Washington, his wife, as TENANTS BY THE ENTIRETIES, the survivor of them, their heirs and assigns in fee simple.

AND the said party of the first part does hereby covenant that he will WARRANT SPECIALLY the title to the property hereby conveyed and that he will execute such other and further assurances of said land as may be requisite.

WITNESS the hand and seal of the said Grantor.

Test:

Katharine H. McCutchan

Katharine H. McCutchan

Benjamin Michaelson (SEAL)

Benjamin Michaelson, Trustee

BOOK 150 PAGE 534

LIBER 416 PAGE 375

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of July 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson, Trustee, and duly acknowledged the foregoing instrument to be his act and DEED.

WITNESS my hand and Notarial Seal.

Katharine H. McCutchan (SEAL)
Katharine H. McCutchan-Notary Public

Recorded-7th-July-1947-at-3:20-P.M.

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. 416 folio 373 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 9TH day of JANUARY A. D., 1963.

Clerk of the Circuit Court for Anne Arundel County

No stamps required
B. Michaelson

THIS DEED, made this 16th day of September, 1941, by and between BENJAMIN MICHAELSON, Trustee, party of the first part, Grantor, and JOHN E. WASHINGTON and VIRGINIA R. WASHINGTON, his wife, parties of the second part, Grantees, all of Anne Arundel County, State of Maryland.

WHEREAS the said parties of the second part, by deed of even date herewith and recorded among the Land Records of Anne Arundel County prior to the recording of this deed conveyed the property hereinafter described to the said Benjamin Michaelson, Trustee, in special trust and confidence nevertheless that he would immediately re-convey the said property unto the said parties of the second part as tenants by the entireties.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the premises and the sum of FIVE DOLLARS and other good and valuable considerations paid by the said parties of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said John E. Washington and Virginia R. Washington, his wife, as TENANTS BY THE ENTIRETIES, the survivor of them, their heirs and assigns in fee simple, all that lot of ground situate in Anne Arundel County, in the State of Maryland, and described as follows:

BEGINNING for the same at a post and stone on the South side of Black Walnut Creek, said beginning being the beginning of the twenty-six and two thirds acres described in a deed to Joseph H. Douglass on April 24, 1893; and running thence with the first line of said deed, South twenty-eight degrees, seventeen minutes West, distance fourteen hundred and eighty and one-half feet to the shore of Oyster Creek; thence following the shore of said Creek, North forty-one degrees West, distance two hundred and fourteen and one-half feet; thence North seventy degrees, thirteen minutes West eighty-two and one-half feet; thence leaving the shore line of said Creek and running North twenty-eight degrees, seventeen minutes East fourteen hundred and thirty-five feet to Black Walnut Creek; thence following the shore of the last mentioned Creek, South eighty-eight degrees East one

hundred and fifteen feet, South seventy-nine degrees East one hundred and forty feet, South twenty-seven degrees East fifty feet to the beginning. Containing eight acres of land, more or less.

BEING the same property which was conveyed to the said Benjamin Michaelson, Trustee, by John E. Washington and Virginia R. Washington, his wife, by deed of even date herewith and recorded among the aforesaid Land Records of Anne Arundel County prior hereto; being also the same property which was conveyed to John E. Washington by George B. Woelfel and Emanuel Klawans, Trustees, by deed dated March 5, 1935, and recorded among the aforesaid Land Records in Liber F. A. M. No. 135, folio 416.

TOGETHER with all the buildings and improvements thereon erected, made or being each and every the rights, ways, waters, alleys, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said John E. Washington and Virginia R. Washington, his wife, AS TENANTS BY THE ENTIRETIES, the survivor of them, their heirs and assigns in fee simple.

AND the said party of the first part does hereby covenant that he will WARRANT SPECIALLY the title to the property hereby conveyed and that he will execute such other and further assurances of said land as may be requisite.

WITNESS the hand and seal of the said party of the first part, GRANTOR.

WITNESS:

Lina Johnson — Benjamin Michaelson (Seal)

Lina Johnson — Benjamin Michaelson-Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16th day of September, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson, Trustee, and duly acknowledged the aforegoing instrument to be his act and DEED.

WITNESS my hand and Notarial Seal.

Lina Johnson

Lina Johnson-Notary Public.

BOOK 150 PAGE 537

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. 243....., folio...364....., 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..9TH....day of JANUARY..... A. D., 1963..

[signature]
Clerk of the Circuit Court for Anne Arundel County

13 A

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF COLUMBIA

I, LEONARD P. WALSH, Judge of the United States District Court for the District of Columbia, do hereby certify that Harry M. Hull, whose name is written and subscribed on the annexed document, is, and was at the time of the execution thereof, Clerk of the said Court, duly sworn and qualified.

Leonard P. Walsh
United States District Judge

Date November 20, 1962

I, Harry M. Hull, Clerk of said Court, hereby certify that the Honorable LEONARD P. WALSH, whose genuine signature is subscribed to the annexed certificate, was, at the time of signing the same, a Judge of said Court, duly commissioned and qualified.

Witness my hand and the seal of said Court,
This 20th day of November, 1962
HARRY M. HULL, Clerk
By Barbara E Baldwin Deputy Clerk.

FILED
1963 MAY -3 PM 2:55

FILED
1963 JAN -9 PM 2:14

Examiner's Exh E Klaugaus
Complainants Exhibit 5 Examiner

14

United States District Court for the District of Columbia

Mental Health No. 2400-61

BOOK 150 PAGE 539

In Re:

John F. Washington
(Patient)

CERTIFICATE OF COMMITTEE APPOINTMENT

I, Harry M. Hull, Clerk of the United States District Court for the District of Columbia, hereby certify that, on the 6th day of February, 1962 Catherine G. Hurley was appointed by Judge Sirica as committee of the person and estate of John E. Washington, Patient; and I further certify that said Catherine G. Hurley committee, has filed her duly approved undertaking in the maximum sum of Ten Thousand Dollars ($10,000.00) with United States Fidelity and Guaranty Co. as surety thereon; and that according to the records in this office the appointment has not been terminated.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said court, at the city of Washington, in said District of Columbia, this 8th day of February, 1962

HARRY M. HULL, Clerk

By Mary Lewis
Deputy Clerk.

15

A. O. Form 132 (Rev. Dec. 1955)

Exemplification Certificate

BOOK 150 PAGE 540

United States District Court

for the

DISTRICT OF COLUMBIA

I, Harry M. Hull, Clerk of the United States District Court for the District of Columbia, and keeper of the records and seal thereof, hereby certify that the document attached hereto ~~are true copies of~~ is a true and correct copy of the Order filed August 15, 1962 in Mental Health No. 2400-61, re: John E. Washington. (This is to certify that an examination of the records of this office in the above entitled cause does not reveal that an Appeal has been noted.) now remaining among the records of the Court.

In testimony whereof I hereunto sign my name and affix the seal of said Court, in said District, at Washington, D. C., this 8th day of November 1962.

HARRY M. HULL
Clerk.

By: Barbara E. Baldwin
Deputy Clerk

I, LEONARD P. WALSH, United States District Judge for the District of Columbia, do hereby certify that Harry M. Hull, whose name is above written and subscribed, is and was at the date thereof, Clerk of said Court, duly appointed and sworn, and keeper of the records and seal thereof, and that the above certificate by him made, and his attestation or record thereof, is in due form of law.

November 8, 1962.

Leonard P. Walsh
United States District Judge.

I, Harry M. Hull, Clerk of the United States District Court for the District of Columbia, and keeper of the seal thereof, hereby certify that the Honorable LEONARD P. WALSH whose name is within written and subscribed, was on the 8th day of November 1962, and now is Judge of said court, duly appointed, confirmed, sworn, and qualified; and that I am well acquainted with his handwriting and official signature and know and hereby certify the same within written to be his.

In testimony whereof I hereunto sign my name, and affix the seal of said Court at the city of Washington, D.C., in said ~~State~~ District, on this 8th day of November 1962.

HARRY M. HULL
Clerk.

By: Barbara E. Baldwin
Deputy Clerk

FILED
1963 MAY -3 PM 2:55

FILED
1963 JAN 29 PM 2:14

16 Complainant's Exhibit 6 Examination Code E/Owan Examen

FILED

AUG 15 1962

HARRY M. HULL, CLERK

BOOK 150 PAGE 541

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

IN RE: :

:

JOHN E. WASHINGTON, : Mental Health No. 2400-61

Patient :

:

ORDER AUTHORIZING SALE OF IMPROVED REAL ESTATE

Upon consideration of the verified petition of Catherine G. Hurley, Committee, filed herein on the 14th Day of June, 1962 for authorization to sell and convey the interest of John E. Washington, patient herein, in real estate in Maryland belonging to the said John E. Washington and his wife, Virginia R. Washington, as tenants by entireties, together with the annexed exhibits, and it appearing to the Court that the sale and conveyance of the interest of the patient in said property in accordance with the terms of the said annexed contract dated March 5, 1962 is in the best interest of the said patient, it is by the Court this 15th day of August, 1962,

ORDERED:

1. That the contract of sale dated March 5, 1962 annexed to the petition of Catherine G. Hurley, Committee, as an exhibit, wherein John E. Washington by Catherine G. Hurley, Committee, and Virginia R. Washington are sellers and Dorothy H. Thrasher, Doris T. Moss and Charles S. Moss are purchasers for a sale price of $10,000.00, be and the same hereby is ratified and approved to the extent that it relates to the sale and conveyance of the interest of the patient herein by the Committee.

2. That Catherine G. Hurley, Committee of the person and estate of John E. Washington, patient, be and she hereby is authorized and directed to sell and convey the interest of John E. Washington, patient herein, to Dorothy H. Thrasher, Doris T. Moss and Charles S. Moss or their designees the following

described real estate:

> ....situate and lying in the Second Election District of Anne Arundel County at Highland Beach and described as Lots 13 & 14 Block 5 and the Unnumbered Lot in the rear of said Lots 13 & 14, Block 5 as described by Survey, Plat and description prepared by J.R. McCrone, Jr., Inc. Professional Engineers and Land Surveyors in February 1962."

3. That the petitioner as Committee be and she hereby is authorized to receive the share of the sale price of the above described property payable to John E. Washington, patient, and to pay from said funds the expenses of the aforementioned sale and conveyance properly incurred on behalf of the said patient.

4. That Catherine G. Hurley, Committee of the person and estate of John E. Washington, patient, be and she hereby is authorized and directed to take any and all other and further steps required either in the District of Columbia or in the State of Maryland to consummate the sale and conveyance of the interest of the patient herein in the above described real estate in accordance with the aforementioned contract.

Edward G. Kaminer

J U D G E

4

CONTRACT OF SALE—Form 19.

BOOK 150 PAGE 543

THIS AGREEMENT, Made this 5th day of March nineteen hundred and sixty-two, between

John E. Washington by Catherine G. Hurley, his Committee and Virginia R. Washington, his wife,

of the first part and,

Dorothy H. Thrasher and Doris T. Moss and Charles S. Moss, her husband,

of the second part.

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the Second Election District of Anne Arundel County at Highland Beach and described as Lots 13 & 14 Block 5 and the Unnumbered Lot in the rear of said Lots 13 & 14, Block 5 as described by Survey, Plat and description prepared by J.R. McCrone, Jr., Inc. Professional Engineers and Land Surveyors in February 1962.

At and for the price of TEN THOUSAND AND NO/1000 Dollars,

of which FIVE HUNDRED AND NO/100 Dollars,

have been paid prior to the signing hereof and the balance to be paid as follows:

In cash at settlement to be held upon ratification of this contract of sale by the Circuit Court for Anne Arundel County,

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, and other public charges to be adjusted to date of settlement. Documentary Stamps to be charged equally to the purchasers and sellers.

Time is the essence of this contract.

Witness our hands and seals.

TEST:

Charles S. Moss
Charles S. Moss

John E. Washington
By: Catherine G. Hurley, Committee
Catherine G. Hurley, Committee [SEAL]

Virginia R. Washington
Virginia R. Washington [SEAL]

Dorothy H. Thrasher
Dorothy H. Thrasher [SEAL]

Doris T. Moss
Doris T. Moss [SEAL]

19

BOOK 150 PAGE 544

HIGHLAND BEACH

Washington Sub-Division

OFFICE 463 FLORIDA AVENUE, N.W

Washington, D.C. August 14, 1954

Received of James Edwin Booth & Mary Inez Booth
(Name of purchaser)

---------- --$ 500.00------ --------- Dollars

Earnest Money on purchase of Lots 40 & 41 in the Washington Sub-Division of Highland Beach, on the Chesapeake Bay, Anne Arundel County, Maryland which I have this day sold for the sum of $ 2800.00 dollars.

Balance of purchase money payable in monthly notes of $20.00

This property lies on Lake Avenue on Plat drawn by J.M. McCrone Surveyor of Annapolis, Md.

Conveyancing at cost of purchaser. No interest required

And it is provided and agreed, that upon failure of the purchaser herein to make the above payments promptly, then and in that event, the payments that have been made by said purchaser, **Shall be forfeited to the Vendor therein,** and that as evidence that this is fully understood by the purchaser [his, her] signature is hereunto attached.

Purchaser James Edwin Booth & Mary Inez Booth

John C. Washington Proprietor

[illegible] Proprietor

Witness: Eugene E. Jackson

The said parties of the first part particularly grant unto the said parties of the second part the right to the unobstructed use of Lake Avenue as said down on the aforesaid Plat as a right-of-way to the waters of Black Walnut and Oyster Creeks

FILED
1963 MAY -3 PM 2:55

FILED
1963 JAN -9 PM 2:14

Examiner's Exh
Complainants Exhibit 7 E. Clawens, Examiner

20

A. O. Form 132 (Rev. Dec. 1955) Exemplification Certificate

BOOK 150 PAGE 545

United States District Court

for the

DISTRICT OF COLUMBIA

I, Harry M. Hull, Clerk of the United States District Court for the District of Columbia, and keeper of the records and seal thereof, hereby certify that the documents attached hereto ~~are true copies of~~ is a true and correct copy of the Order filed December 11, 1962 in Mental Health No. 2400-61, re: John E. Washington.

now remaining among the records of the Court.

In testimony whereof I hereunto sign my name and affix the seal of said Court, in said District, at Washington, D. C., this 13th day of December 1962.

HARRY M. HULL
Clerk.

By: Barbara E. Baldwin
Deputy Clerk

I, LEONARD P. WALSH, United States District Judge for the District of Columbia, do hereby certify that Harry M. Hull, whose name is above written and subscribed, is and was at the date thereof, Clerk of said Court, duly appointed and sworn, and keeper of the records and seal thereof, and that the above certificate by him made, and his attestation or record thereof, is in due form of law.

December 13, 1962.

Leonard P. Walsh
United States District Judge.

I, Harry M. Hull, Clerk of the United States District Court for the District of Columbia, and keeper of the seal thereof, hereby certify that the Honorable LEONARD P. WALSH whose name is within written and subscribed, was on the 13th day of December 1962, and now is Judge of said court, duly appointed, confirmed, sworn, and qualified; and that I am well acquainted with his handwriting and official signature and know and hereby certify the same within written to be his.

In testimony whereof I hereunto sign my name, and affix the seal of said Court at the city of Washington, D.C., in said ~~State~~ District, on this 13th day of December 1962.

HARRY M. HULL
Clerk.

By: Barbara E. Baldwin
Deputy Clerk

FILED
1963 MAY -3 PM 2:56
Examiner
Complainants Exhibit 8

FILED
1963 JAN -9 PM 2:14
E. Mawern, Examiner

21

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

FILED
Dec 11, 1962
HARRY M. HULL
CLERK

IN RE: :

:

JOHN E. WASHINGTON, : Mental Health No. 2400-61

Patient :

ORDER AUTHORIZING CONVEYANCE OF REAL ESTATE

Upon consideration of the verified petition of Catherine G. Hurley, Committee, filed herein on the 11th day of ~~October~~ December, 1962, for authorization to convey the interest of John E. Washington, patient herein, in real estate in Maryland belonging to the said John E. Washington and his wife, Virginia R. Washington, as tenants by entireties, together with the annexed exhibit, and it appearing to the Court that the contract price for the aforesaid property has now been paid in full, it is by the Court this the 11th day of ~~October~~ December, 1962,

ORDERED: That the contract of sale dated August 14, 1954, annexed to the petition of Catherine G. Hurley, Committee, as an exhibit, wherein John E. Washington and Virginia R. Washington ~~were~~ sellers and James Edwin Booth and Mary Inez Booth were purchasers for a sale price of $2800.00, same having been paid in full, be and the same hereby is ratified and approved to the extent that it relates to the sale and conveyance of the interest of the patient herein by the Committee.

22

That Catherine G. Hurley, Committee of the person and estate of John E. Washington, patient, be and she hereby is authorized and directed to take any and all steps required under the law of the State of Maryland to convey the interest of John E. Washington, patient herein, to the purchasers under the contract of sale dated August 14, 1954, to Edwin Booth and Mary Inez Booth.

S/ Leonard F. Walsh
JUDGE

23

CATHERINE G. HURLEY 1435 Roxanna Road, N. W. Washington, 12, D. C. COMMITTEE OF JOHN E. WASHINGTON and VIRGINIA R. WASHINGTON 463 Florida Avenue, N. W. Washington, D. C.	:	IN THE CIRCUIT COURT
Complainants	:	FOR
vs.	:	
JOHN E. WASHINGTON, NON COMPOS MENTIS, St. Elizabeth's Hospital Washington, D. C.	:	ANNE ARUNDEL COUNTY
Defendant	:	NO. 15,376 EQUITY

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

ORDER OF PUBLICATION

The object of this suit is to secure the ratification and confirmation by the Circuit Court for Anne Arundel County, Maryland, in Equity, of a contract made by the complainants for and on behalf of the complainant, Virginia R. Washington, and the defendant, John E. Washington, non compos mentis.

The bill in substance states that John E. Washington and Virginia R. Washington, his wife, own as tenants by the entireties certain real estate in Anne Arundel County, Maryland, which is designated as Lots Nos. 13 and 14, Block No. 5, as shown on a Plat of Highland Beach, and a small unnumbered lot approximately 47' x 100' directly to the rear of the aforesaid Lots Nos. 14 and 15 in Block No. 5, and Lots Nos. 40 and 41 in the Dr. Washington Subdivision at Highland Beach aforesaid.

That after the parties hereto acquired title to the said property, the said defendant became insane and that on February 6, 1962, the complainant, Catherine G. Hurley, was duly appointed Committee of the person and estate of the defendant by the United States District Court for the District of Columbia, and she duly qualified as such in said Court. That the defendant is a non-resident of the State of Maryland and is now at St. Elizabeth's Hospital, Washington, District of Columbia, as a mental patient. That the complainant acting for the best interest and advantage of the defendant and as his Committee

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1963 JAN -9 PM 2:13

24

has executed along with the defendant's wife, a contract for the sale of the real estate above mentioned for the sum of Ten Thousand Dollars ($10,000.00), to Dorothy H. Thrasher, Doris T. Moss and Charles S. Moss, her husband, which sale is alleged to be an advantageous sale and the Court has been requested to ratify and confirm said contract. That prior to the defendant's incompetency he joined with his wife in a contract of sale dated August 14, 1954, for the sale of Lots Nos. 40 and 41 in the Dr. Washington Subdivision of Highland Beach to James Edwin Booth and Mary Inez Booth, his wife, for the sum of Twenty-eight Hundred Dollars ($2,800.00) which is alleged to have been paid in full and the Court has been requested to ratify and confirm said contract and appoint a Trustee to convey the incompetent's interest to the purchasers.

IT IS THEREFORE, this 9th day of January 1963, by the Circuit Court for Anne Arundel County, In Equity, ORDERED, that the Complainant, by causing a copy of this Order of Publication to be inserted in some local paper published in Anne Arundel County, Maryland, once each week, for four successive weeks before the 11th day of February, 1963, giving notice to the non-resident respondent, John E. Washington, of the object and substance of this Bill and Order, requiring him to be and appear in this Honorable Court either in person or by attorney on or before the 14th day of March, 1963, to show cause, if any he may have why a decree should not be granted as prayed herein; PROVIDED, HOWEVER, another mode of service may be that a copy of this Order may be personally served on such respondent one month before the day fixed for his appearance, which day herein fixed for his said appearance is the 14th day of March, 1963.

Lowell N. Phipps
Clerk for the Circuit Court for
Anne Arundel County, Maryland

25

CATHERINE G. HURLEY 1435 Roxanna Road, N. W. Washington 12, D. C. COMMITTEE OF JOHN E. WASHINGTON and VIRGINIA R. WASHINGTON 463 Florida Avenue, N. W. Washington, D. C.	:	IN THE CIRCUIT COURT
Complainants	:	FOR
vs.	:	
JOHN E. WASHINGTON, NON COMPOS MENTIS St. Elizabeth's Hospital Washington, D. C.	:	ANNE ARUNDEL COUNTY
Defendant	:	NO. 15,376 EQUITY

: :

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM
AND
ORDER OF COURT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John E. Washington, non compos mentis, by John H. Hopkins, IV, Attorney for Catherine G. Hurley, Committee of John E. Washington, respectfully represents:

1. That your Petitioner has an interest in the property which is the subject matter of these proceedings, being an owner with his wife, Virginia R. Washington, as tenants by the entireties.

2. That your Petitioner has been served with a copy of the Bill of Complaint and Order of Publication in these proceedings for authority to sell said real estate.

3. That your Petitioner by reason of his incompetency, cannot answer said Bill of Complaint and it is necessary that a guardian ad litem be appointed by this Honorable Court to answer said bill.

WHEREFORE, your Petitioner prays:

a. That a guardian ad litem be appointed to answer said Bill of Complaint.

b. And for such other and further relief as his case may require.

John H. Hopkins, IV, Attorney for
Catherine G. Hurley, Committee for
John E. Washington

FILED
1963 JAN 30 PM 12:01

26

BOOK 150 PAGE 551

ORDER OF COURT

Upon the foregoing Petition, it is this 30th day of January, 1963, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that Ernest Florestano, be, and he is hereby appointed guardian ad litem for John E. Washington, non compos mentis, to answer on behalf of said incompetent, the Bill of Complaint of Catherine G. Hurley, Committee of John E. Washington and Virginia R. Washington, Plaintiffs, for authority to sell real estate.

[signature]
Judge

FILED

1963 JAN 31 AM 1:41

27

CATHERINE G. HURLEY 1435 Roxanna Road, N. W. Washington 12, D. C. COMMITTEE OF JOHN E. WASHINGTON and VIRGINIA R. WASHINGTON 463 Florida Avenue, N. W. Washington, D. C.	:	IN THE CIRCUIT COURT
Complainants	:	FOR
vs.	:	
JOHN E. WASHINGTON, NON COMPOS MENTIS, St. Elizabeth's Hospital Washington, D. C.	:	ANNE ARUNDEL COUNTY
Defendant	:	NO. 15,376 EQUITY

: :

ORDER OF COURT

Upon the foregoing Petition it is this 31st day of January, 1963, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that Catherine G. Hurley, Committee of John E. Washington, Incompetent, give notice to all persons having claims against the estate of John E. Washington, Incompetent, to file their claims, properly authenticated with the Clerk of the Circuit Court for Anne Arundel County, Maryland, on or before the 12th day of April, 1963, by causing a copy of this Order to be published in some newspaper published in Anne Arundel County, aforesaid, at least once a week for at least 30 days prior to the 12th day of April, 1963.

D. Brown Duckett
Judge

FILED

1963 JAN 31 AM 1:41

28

DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE 82,517
SAINT ELIZABETHS HOSPITAL
WASHINGTON 20, D. C. BOOK 150 PAGE 553

ADDRESS ONLY
THE SUPERINTENDENT
SAINT ELIZABETHS HOSPITAL

IN REPLY REFER TO: REG/WFE
John E. Washington

January 31, 1963

Mr. Louis N. Phipps
Clerk for the Circuit Court for
Anne Arundel County, Maryland
Annapolis, Maryland

Dear Mr. Phipps:

A copy of the Order of Publication issued in the Circuit Court for Anne Arundel County, under Equity Number 15376, has been served on our patient Mr. John E. Washington, by his physician, who finds the patient incompetent to understand these matters.

Mr. Washington will be unable to appear in the Honorable Court in person.

Sincerely yours,

W. F. Edwards

W. F. Edwards
Registrar

FILED
1963 FEB -4 AM 11:11

29

CATHERINE G. HURLEY 1435 Roxanna Road, N. W. Washington 12, D. C. COMMITTEE OF JOHN E. WASHINGTON and VIRGINIA R. WASHINGTON 463 Florida Avenue, N. W. Washington, D. C. Complainants vs. JOHN E. WASHINGTON, NON COMPOS MENTIS St. Elizabeth's Hospital Washington, D. C. Defendant	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 15,376 EQUITY

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

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Ernest Florestano, guardian ad litem for John E. Washington, non compos mentis, to the Bill of Complaint for the sale of real estate filed against him in these proceedings, respectfully represents:

1. That said John E. Washington, non compos mentis, cannot by reason of his incompetency, admit to the matters alleged in said Bill of Complaint and submits his rights thereunder to the protection of this Honorable Court.

AND AS IN DUTY BOUND, ETC.

Ernest Florestano

Ernest Florestano
Guardian ad litem for
John E. Washington

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1963 FEB 20 AM 9:19

30

In The
Circuit Cou
For
Anne Arundel County
No. 15,376 Equity

CATHERINE G. HURLEY
1435 Roxanna Road, N.W.
Washington 12, D. C.
COMMITTEE OF JOHN E. WASHINGTON and VIRGINIA R. WASHINGTON 463 Florida Avenue, N.W., Washington, D. C.
Complainants
VS.
JOHN E. WASHINGTON,
NON COMPOS MENTIS,
St. Elizabeth's Hospital
Washington, D. C.
Defendant

Order Of Court

Upon the foregoing Petition it is this 31st day of January, 1963, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that Catherine G. Hurley, Committee of John E. Washington, Incompetent, give notice to all persons having claims against the estate of John E. Washington, Incompetent, to file their claims, properly authenticated with the Clerk of the Circuit Court for Anne Arundel County, Maryland, on or before the 12th day of April, 1963, by causing a copy of this Order to be published in some newspaper published in Anne Arundel County, aforesaid, at least once a week for at least 30 days prior to the 12th day of April, 1963.

O. BOWIE DUCKETT
Judge

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

F-28

No. M. G. 34413

31

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 150 PAGE 555

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 5, 1963

We hereby certify, that the annexed

Order of Court
No. 15,376 Eq.
John E. Washington

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 April, 1963. The first insertion being made the 7th day of February, 1963

FILED
1963 MAR -5 PM 12 13

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

CATHERINE G. HURLEY,	*	IN
COMMITTEE OF JOHN E. WASHINGTON and VIRGINIA R. WASHINGTON	*	THE CIRCUIT COURT
	*	FOR
COMPLAINANTS	*	ANNE ARUNDEL COUNTY
VS.	*	
JOHN E. WASHINGTON, NON COMPOS MENTIS	*	
DEFENDANT	*	NO.15,376 EQUITY

* * * *

TESTIMONY ON BEHALF OF COMPLAINANTS

April 11, 1963

Present:

Mr. John H. Hopkins, IV, Solicitor for Complainants

Mr. Emanuel Klawans, Court Examiner and Master

Mrs. Irene Hazel, Court Reporter

Witnesses:

Catherine G. Hurley, pages 2 - 5.

Clarence A. Remaley, pages 6 -7.

J. Campbell Simpson, page 8.

FILED

1963 MAY -3 PM 3:00

32

(Mr. Hopkins) BOOK 150 PAGE 557

All the exhibits filed with the Bill of Complaint are herewith filed as Examiner's Exhibits in the evidence.

(DEED DATED SEPTEMBER 16, 1941, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

(DEED DATED JULY 9, 1929, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.2)

(DEED DATED JULY 7th, 1947, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.3)

(DEED DATED SEPTEMBER 16, 1941, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.4)

(CERTIFIED COPY OF CERTIFICATE OF COMMITTEE APPOINTMENT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.5)

(CERTIFIED COPY OF ORDER AUTHORIZING SALE OF IMPROVED REAL ESTATE AND AGREEMENT DATED MARCH 5, 1962, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.6)

(RECEIPT FOR $500.00 FILED HEREWITH MARKED EXAMINER'S EXHIBIT 7)

(CERTIFIED COPY OF ORDER AUTHORIZING CONVEYANCE OF REAL ESTATE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.8)

CATHERINE G. HURLEY, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Hopkins)

1 Mrs. Hurley, will you state your name and address?

A Catherine Hurley, 1435 Roxanna Road, N.W., Washington, D.C.

2 Mrs. Hurley, you are the Committee of John E. Washington?

A I am.

33

3 Were you appointed by the United States District Court on February 6th, 1962?

A Yes.

4 Are you related to Dr. Washington or Mrs. Washington?

A Niece to Mrs. Washington.

5 In this Bill of Complaint you are asking the Court to appoint a Trustee to convey Dr. Washington's interest in certain property designated as Lots 13 and 14, Block 5, and a small unnumbered lot 47 x 100 feet directly to the rear of these two lots, to Dorothy H. Thrasher, Doris T. Moss and Charles S. Moss, her husband, for a consideration of Ten Thousand Dollars ($10,000.00)?

A Yes.

6 You are familiar with that property?

A I am.

7 And you are satisfied that that is a fair and reasonable price for that property, and it is to the best interest of the parties to sell it?

A I believe so.

8 There is another piece of property, two lots at Highland Beach, that there is a Contract of Sale to sell to James Edward Booth and his wife for the sum of Twenty Eight Hundred Dollars ($2800.00). Are you familiar with those lots?

A Yes.

9 And, in your opinion, is that a fair price for them?

A Yes, that was arrived at in 1954.

10 That was when Dr. Washington sold them?

A He sold them himself to the persons.

11 Has the purchase price been fully paid for that?

A It has.

12 Was that paid in installments since 1954?

34

A Since 1954 in installments.

13 When was the last payment made on that?

A In 1962, Three Hundred Dollars ($300.00) was the last payment.

14 And you're satisfied that that has been paid in full?

A That has been paid in full.

(Mr. Klawans)

15 Is your appointment as Committee still in full force?

A Yes.

16 And have you posted the bond that was required by the Court?

A Yes, I posted two bonds.

17 And those are still in full force?

A They're still in force, yes.

(Mr. Hopkins)

18 Mrs. Hurley, why do you feel that it is necessary that this property be sold?

A It's necessary because Dr. Washington's attention does not cover enough, his expenses in the hospital, and this money will be necessary to augment the charges at St. Elizabeth, which have gone up twice since he's been in there. And this is the price, also, arrived at by Dr. and Mrs. Washington before I became Committee. It was not my price.

19 Before he was of unsound mind?

A Before he was of unsound mind.

(Mr. Klawans)

20 It is necessary for his support?

A Yes.

21 Now, this Twenty Eight Hundred Dollar contract, that was made before he was adjudicated?

A Yes, it was before he was adjudicated, that was in 1954.

35

22 And all sums owed under that contract have been paid?

A Have been paid, yes.

(Mr. Hopkins)

23 It's just necessary to convey?

A It's necessary to convey the deed.

24 Is anyone occupying the property now?

A Not at this moment, no. The people who paid the deposit have been down there and made some improvements, not improvements but, you know, come down to see what they wanted to do.

25 It hasn't been rented?

A It has not been rented.

36

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 Catherine G. Hurley

CLARENCE A. REMALEY, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Hopkins)

1 Mr. Remaley, will you state your name and occupation, please?

A Clarence A. Remaley, 218 Main Street, real estate broker.

2 Mr. Remaley, are you familiar with the property known as Lots 13 and 14 in Block 5, and an unnumbered lot in the rear of Lots 13 and 14, Block 5, at Highland Beach, Second Election District, Anne Arundel County?

A I am. I examined the property on May the 10th, 1962, and that is known as 350 Douglas Avenue, Highland Beach area. And it was, as you stated, Lots 13 and 14 and an unnumbered lot in the rear plus a dwelling on the property.

3 Would you describe the size of the lots and the dwelling, briefly, and state your opinion as to the fair value?

A The lots have a frontage of 100 feet on Douglas Avenue and a depth of approximately 193 feet. The building, improvement, is a one and a half story building, frame, was used as a dwelling and was designed for summer occupancy. On the first floor he had a living room with a fireplace, two sleeping rooms, a kitchen, small kitchen, utility room, and what I call, a glass enclosed parlor, it had pine floors, the floors were single, and the construction inside was known as drywall. The second floor had one large room and a small room, sort of a dormitory type for sleeping purposes. The entire building is frame constructed, had a composition roof, which, incidentally, was in very, very poor condition, or fair. And there was one out building used as a garage. This property is quite old, in fair condition, in a good locality. And an examination of the assessment on the

38

property, Anne Arundel County, we found, had an assessment for tax purposes of Forty Three Hundred and Twenty Five Dollars ($4325.00). In my opinion, the fair market value of this property would be Nine Thousand Seven Hundred and Fifty Dollars ($9,750.00).

(Mr. Klawans)

4 That's for the lots and buildings?

A That is right. Now, I'm not testifying as to the separate lot here. I'm talking about the house at 350 Douglas Avenue and the unnumbered lot.

(Mr. Hopkins)

5 Mr. Remaley, do you feel that a sale for Ten Thousand Dollars ($10,000.00) would be advantageous to the incompetent?

A I would say it would, yes, because I think that's a very good price for the property.

(Mr. Klawans)

6 Is anyone occupying the property now?

A No.

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 Dennis A Remaley . . . . . .

40

J. CAMPBELL SIMPSON, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Hopkins)

1 Mr. Simpson, state your name and address and occupation, please.

A J. Campbell Simpson, 31 Maryland Avenue, insurance and real estate.

2 Mr. Simpson, are you familiar with the property known as 350 Douglas Avenue, Highland Beach?

A Yes, on May the 10th, 1962, I went to this location with Mr. Remaley, and I concurred fully with his appraisal.

3 Do you feel then that the price of Ten Thousand Dollars ($10,000.00) is a good, fair price, and advantageous to the seller?

A I do.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter o 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 J. Campbell Simpson

42

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

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

Witness my hand and seal this 2nd day of ~~April~~ May, 1963.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $25.00

I.H. $10.00 Vd. I.H.

43

A. O. Form 132 (Rev. Dec. 1955) Exemplification C...

BOOK 150 PAGE 568

United States District Court

for the

DISTRICT OF COLUMBIA

I, Harry M. Hull, Clerk of the United States District Court for the District of Columbia, and keeper of the records and seal thereof, hereby certify that the documents attached hereto ~~are true copies of~~ is a true and correct copy of Decree of Adjudication and Commitment filed January 5, 1962 in Mental Health No. 2400-61 In the Matter of John E. Washington now remaining among the records of the Court.

In testimony whereof I hereunto sign my name and affix the seal of said Court, in said District, at Washington, D. C., this 13th day of May 1963.

HARRY M. HULL
Clerk.

By: [signature]
Deputy Clerk

I, DAVID A. PINE, United States District Judge for the District of Columbia, do hereby certify that Harry M. Hull, whose name is above written and subscribed, is and was at the date thereof, Clerk of said Court, duly appointed and sworn, and keeper of the records and seal thereof, and that the above certificate by him made, and his attestation or record thereof, is in due form of law.

May 13, 1963

[signature]
United States District Judge.

I, Harry M. Hull, Clerk of the United States District Court for the District of Columbia, and keeper of the seal thereof, hereby certify that the Honorable DAVID A. PINE whose name is within written and subscribed, was on the 13th day of May 1963, and now is Judge of said court, duly appointed, confirmed, sworn, and qualified; and that I am well acquainted with his handwriting and official signature and know and hereby certify the same within written to be his.

In testimony whereof I hereunto sign my name, and affix the seal of said Court at the city of Washington, D. C., in said ~~State~~ District, on this 13th day of May 1963.

HARRY M. HULL
Clerk.

By: [signature]
Deputy Clerk

FILED
1963 MAY 17 AM 11:02

Please file
E. Lawrence, Examiner

44

CMH 8

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

BOOK 150 PAGE 569

In the Matter of

JOHN E. WASHINGTON

Patient

M-C-81

Mental Health No. 2400-61

FILED

JAN 5 1962

HARRY M. HULL, Clerk

DECREE OF ADJUDICATION AND COMMITMENT

This matter coming on to be heard in open Court, for final hearing considering the petition filed herein and the report and recommendations of the Commission on Mental Health, who, having made an examination of the mental condition of the patient, and having conducted a hearing, at which the patient, his-her relatives, friends and witnesses testified and were examined upon the issue of his-her mental condition and ability to pay the expense of maintenance and treatment in a hospital, found the patient to be of unsound mind and in need of treatment in a hospital for his-her mental condition; and no demand for a trial by a jury or further hearing by the Court having been filed within five days as provided by law; it is by the Court, this 5th day of January 19 62

ADJUDGED and DECREED:

1. That John E. Washington, a resident of the District of Columbia, is of unsound mind and is hereby committed to Saint Elizabeths Hospital until such time as he may be safely discharged therefrom.

2. That the expense of themaintenance and treatment of John E. Washington in Saint Elizabeths Hospital shall be borne by the District of Columbia without prejudice to its right to collect from responsible relatives of the patient or recoupment from Hospitalization Insurance resources.

3. That Virginia R. Washington, wife, being able and willing, should contribute towards the expense of the care and maintenance of John E. Washington patient in Saint Elizabeths Hospital, by paying to the District of Columbia the balance of the amount charged that is not covered by insurance.

Guardian ad litem:
Lawrence J. Simmons

John J. Sirica
Judge

18

FPI ATLANTA—12-28-60—2M—2242

CATHERINE G. HURLEY, COMMITTEE OF JOHN E. WASHINGTON,
And
VIRGINIA R. WASHINGTON,

Complainants,

vs.

JOHN E. WASHINGTON, NON COMPOS MENTIS,

Respondent.

: No. 15,376 Equity

In The Circuit Court For

Anne Arundel County.

REPORT OF EXAMINER AND MASTER

1/9/63 The Committee of the person and estate of John E. Washington who is a non-resident non compos mentis, and the wife of said non compos mentis, petition this Court to ratify a contract to sell realty in Anne Arundel County, Maryland, owned by him and his wife; and also to authorize a conveyance of other local realty which he and his wife had sold in 1954 and which has been paid for.

1/18/63 An order of publication was served upon the non compos mentis at St. Elizabeth's Hospital in Washington, D.C., requiring him to appear by March 14, 1963, together with a copy of the bill of complaint; and copies were left with the Superintendant of that Hospital.

1/31/63 The Superintendant wrote to the Clerk of this Court stating that John E. Washington is unable to understand these matters, and is unable to come to Court.

This Court appointed a guardian ad litem, who filed an answer submitting the incompetent's rights to this Court.

4/11/63 Testimony was taken before this Examiner. The exhibits with the bill of complaint and in evidence are as follows:-

1. Lot 13 Block 5 of Highland Beach, Anne Arundel County, Md., was conveyed to John E. Washington and Virginia R. Washington, his wife, as tenants by entireties in fee simple, by deed from Benjamin Michaelson, Trustee, dated 9/16/41, recorded JHH 243 p.362 (Exh.1)

2. Lot 14 Block 5 of said Highland Beach was conveyed to John E. Washington and Virginia R. Washington, his wife, as joint tenants in fee simple, by deed from William A. Wells, Jr., et al, dated 7/9/29, recorded FSR 71 p. 30 (Exh. 2)

FILED
1963 MAY 17 AM 11:03

46

3. A parcel of land 47' x 100' in rear of and adjacent to the aforesaid lots 13 and 14 Block 5 of Highland Beach, and, in addition thereto, another parcel containing 16,630 square feet adjacent to the outline of Highland Beach and extending from Oyster Bay to the County road, were conveyed to John E. Washington and Virginia R. Washington, his wife, as tenants by entireties in fee simple, by deed from Benjamin Michaelson, Trustee, dated 7/7/47, recorded JHH 416 p. 373 (Exh. 3).

4. Eight acres, more or less, on Black Walnut Creek and Oyster Creek, Anne Arundel County, Md., were conveyed to John E. Washington and Virginia R. Washington, his wife, as tenants by entireties in fee simple, by deed from Benjamin Michaelson, Trustee, dated 9/16/41, recorded JHH 243 p. 364, (Exh. 4).

5. A document which is certified as per Act of Congress shows that The U.S. District Court for the District of Columbia appointed Catherine G. Hurley as Committee of the person and estate of John E. Washington on Fenruary 2, 1962, and the Committee had posted $10,000 approved bond. (Exh 5).

6. A document which is certified as per Act of Congress shows that on August 15, 1962, The U.S. District Court for the District of Columbia found it would be for the best interests of John E. Washington to ratify a contract annexed to this document, so far as it pertained to the interests of John E. Washington, and did ratify the same, and authorized Catherine G. Hurley, as Committee to sell and convey the interest of John E. Washington in the property, and receive his share of the proceeds of sale, and out of same pay his share of expenses of sale and conveyance, and to take all steps required in D.C. or Md. to consummate the sale and conveyance.

The annexed contract is dated 3/5/62. Catherine G. Hurley, as Committee, and Virginia R. Washington, agree to sell to Dorothy H. Thrasher, Doris T. Moss and Charles S. Moss, for $10,000 cash upon ratification of the sale by the Circuit Court for Anne Arundel County, Lots 13 & 14 Block 5 of Highland Beach, and the unnumbered lots in the rear of said lots as described by a survey, plat and description by J.R. McCrone, Jr., Inc., made February 1962, taxes etc. pro-rated to date of settlement, document stamps divided equally. (Exh. 6)

7. A photostat of a receipt shows that on 8/14/54 John E. Washington and Virginia R. Washington received $500 deposit from Jamed Edwin Booth and Mary Inez Booth on the purchase of lots 40 and 41 (numbers not clear) in the Washington Subdivision of Highland Beach, sold for $2,800, balance to be paid $20 per month, no interest, sale to include unobstructed use of Lake Avenue shown on the plat. (Exh 7).

8. A document certified as per Act of Congress shows that on Dec. 12, 1962, the U.S. District Court for the District of Columbia found that the purchase price under the above contract had been paid in full, and ratified the contract so far as it pertains to the interest of John E. Washington, and authorized said Committee to convey his interest and to take all steps required for that by laws of D.C. and Md. (Exh. 8).

At the taking of testimony before this Examiner, Catherine G. Hurley testified that her appointment and bond are still in effect and a second bond has also been posted; that she is familiar with the property being sold to Thrasher et al and the price is a fair and reasonable price for the property and it is to the best interest of the parties to sell the property, and this is the price that Dr. John E. Washington and his wife had themselves set before a Committee was appointed, before he was of unsound mind, and the sale is necessary for his support and to pay his expenses at St. Elizabeth's Hospital. She further testified that the Booths

47

have paid the purchase price for the other property that Dr. Washington had sold and made the last payment, in amount of $300, in 1962.

Clarence A. Remaley, local real estate broker, testified that lots 13 & 14 Block 5 of Highland each and the unnumbered lot in rear of same have a frontage on Douglas Avenue of 100 feet and a depth of 193 feet. This is a good neighborhood. The land is improved by a 1½ story frame summer dwelling which is quite old but in fair condition. The composition roof is in poor condition. The interior is drywall construction, and floors are single pine floors. There is a living room with fireplace, 2 bedrooms, small kitchen, utility room, glass enclosed parlor on the first floor, and on the second floor are a large bedroom and a small bedroom. There is an outbuilding, and a garage. The tax assessment is $4,325. In his opinion the market value is $9,750, and the contract price of $10,000 is a very good price.

J. Cambell Simpson, insurance and real estate, concurs in Mr. Remaley's opinion.

3/5/63 Notice has been published for creditors of John E. Washington to file their claims with the Clerk of the Circuit Court for Anne Arundel County by April 12, 1963, and none have been filed. (Rule 179d)

This Examiner believes that the above testimonies of Mr. Remaley and of Mr. Simpson sufficiently establish that the contract price of $10,000 is a fair sales price for the property sought to be sold. Testimony of the Committee is that the sale is necessary for the incompetent's support, and this, together with the general condition and circumstances of the incompetent, warrant a finding that this sale is for his best interest and advantage, so as to meet the requirement of Article 16 sec. 140. Sec. 148 provides that where a non-resident person owns property in Maryland and is incapable of managing his own affairs and a committee has been appointed in a foreign jurisdiction for his real or personal property and has qualfied in the foreign jurisdiction an exemplified copy of his qualification and appointment shall be full proof of the legality of the appointment and qualification and this Court may order public or private sale upon petition of such committee if for the best interest of such person, and order the net proceeds transferred to the foreign jurisdiction. The Examiner believes that the requirements of this section have been met, and that the sale may be ratified.

Presumably, proceeds of sale would be divided equally between Dr. Washington and his wife.

As for the other property mentioned in the bill of complaint, which Dr. Washington and his wife had contracted in 1954 to sell to Mr. and Mrs. Booth, his committee testifies that the Booths have paid the purchase price in full and are entitled to a conveyance of the property. A conveyance to the purchaser appears to be in order, and has been ordered by the U. S. District Court for the District of Columbia. Under Article 16 sec. 112, this Court may decree execution of a contract which binds realty of a non compos mentis in this State, and pass any just or proper decree that the Court would if the person were of sound mind. A decree for conveyance of the interest of Dr. Washington in this realty would be in order.

5/2/63 The testimony was filed.

5/13/63 The case will be ready for decree. The decree submitted herewith, prepare by the complainants' solicitor, is recommended.

E. Clarence
Examiner And Master

CATHERINE G. HURLEY, COMMITTEE OF JOHN E. WASHINGTON, : No. 15,376 Equity

And

VIRGINIA R. WASHINGTON, : In The Circuit Court Fo:

Complainants, Anne Arundel County.

vs.

JOHN E. WASHINGTON, A NON COMPOS MENTIS, :

Respondent.

DECREE

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

It is thereupon, this 17th day of May, 1963, by the Circuit Court for Anne Arundel County, sitting in Equity, qdjudged, ordered, and decreed:

1. That the property included in the contract of sale dated March 5, 1962 and filed in evidence as Examiner's Exhibit 6, between Catherine G. Hurley, Committee of John E. Washington and Virginia R. Washington, his wife, of the first part, vendors, and Dorothy H. Thrasher, Doris T. Moss and Charles Moss, of the second part, purchasers, be sold.

2. That the said contract of private sale of said property is hereby ratified and confirmed.

3. That Catherine G. Hurley, Committee of John E. Washington, shall first file with the Clerk of this Court a bond to the State of Maryland, executed by herself and a surety or sureties, to be approved by this Court, in the penalty of ten thousand dollars ($10,000.00), conditioned for the faithful performance of the trust reposed in her by this decree, or to be reposed in her by any future decree or order in the premises. She shall then proceed to make said sale and carry out said contract of sale in accordance with its terms, and upon payment to her of the whole purchase money (and not before) and upon performance by the purchasers of all provisions of said contract required of them at the time of settlement, the said Catherine G. Hurley, Committee, shall, by a good and sufficient deed, to be executed, acknowledged, and recorded according to law, join in a conveyance to the purchasers, their heirs and assigns, of the property and estate to them sold by said contract of sale, in order to convey all of the right, title, interest and estate, at law or equity, of John E. Washington in and to said property, and so that the purchasers shall receive the property and estate

50

to them sold by said contract of sale, free, clear and discharged from all claims of all parties to this proceeding, complainants and respondent, and those claiming by, from or under them, or any of them; and the said Committee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court after deducting the costs of this suit, and such expenses as may be authorized by this Court, and such commission to said Committee as this Court shall think proper to allow in consideration of the skkill, attention and fidelity wherewith she shall appear to have discharged her trust.

4. That this Court finds that James Edwin Booth and Mary Inez Booth have fully paid the purchase price of the property sold to them by John E. Washington and Virginia R. Washington, his wife, by contract dated August 14, 1954 filed in evidence in this proceeding as Examiner's Exhibit 7. That the purchasers appear to be entitled to a conveyance of the property included in said contract of sale. That Catherine G. Hurley, Committee, is hereby authorized and directed to join with Virginia R. Washington in a conveyance of the property included in said contract of sale to the purchasers, their heirs and assigns, by good and sufficient deed, to be executed, acknowledged, and recorded according to law, in order to convey all of the right, title, interest and estate, at law or equity, of John E. Washington in and to said property, so that the purchasers shall receive the property and estate to them sold by said contract of sale, free, clear and discharged from all claims of all parties to this proceeding, complainants and respondent, and those claiming by, from or under them, or any of them.

D. Bowie Duckett Judge

FILED
1963 MAY 17 PM 3:18

51

220568

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y. BOOK 12 PAGE 64

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

BOOK 150 PAGE 576

Bond No. 421565

Equity #15,376

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, CATHERINE G. HURLEY of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TEN THOUSAND DOLLARS ($10,000.00) ----------current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 27th day of May, 1963.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Catherine G. Hurley, etal, etc vs. John E. Washington, a non compos mentis, dated May 17, 1963, Catherine G. Hurley was appointed Committee, ~~Trustee~~ to make sale of the property described in said proceedings, and the said Catherine G. Hurley ---------- is about to execute said power and make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

Catherine G. Hurley (SEAL)
Catherine G. Hurley PRINCIPAL

WITNESS:

Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 27th day of May, 1963

Louis N. Phillips, Clerk

FILED

52

CATHERINE G. HURLEY, COMMITTEE OF JOHN E. WASHINGTON, and VIRGINIA R. WASHINGTON,	:	IN THE
	:	CIRCUIT COURT
Complainants	:	
		FOR
vs.	:	
JOHN E. WASHINGTON, A NON COMPOS MENTIS	:	ANNE ARUNDEL COUNTY
Respondent	:	No. 15,376 EQUITY

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Catherine G. Hurley, Committee of John E. Washington, respectfully shows:

That whereas by a certain Decree of the Circuit Court for Anne Arundel County, dated May 17, 1963, and passed in the above titled cause, Catherine G. Hurley, Committee as aforesaid, was authorized to sell the property described in said proceedings:

And whereas, the said Catherine G. Hurley, Committee, in pursuance of the power and authority vested in her by said Decree, having given bond as security for the faithful performance of her trust, has sold to Dorothy H. Thrasher, Doris T. Moss and Charles Moss all those lots of ground situate in the Second Election District of Anne Arundel County described as Lots Nos. 13 and 14, Block No. 5 as shown on a Plat of Highland Beach, recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, Page 44, and a small unnumbered lot approximately 47 feet by 100 feet, directly to the rear of aforesaid Lots Nos. 13 and 14 in Block No. 5, for the sum of $10,000.00 and the purchasers have complied with the Contract of Sale.

Respectfully submitted,

Catherine G. Hurley

Catherine G. Hurley, Committee

FILED

1963 AUG -5 AM 9:41

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, TO WIT:

I HEREBY CERTIFY that on this 2nd day of August, 1963, before me, the subscriber, a Notary Public in and for the City aforesaid, personally appeared Catherine G. Hurley, Committee, and made oath in due form of law that the matters and things set forth in the aforesaid Report of Sale, are true to the best of her knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

James H. Jones

James H. Jones Notary Public

My Commission Expires July 14, 1965

54

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,376 Equity

CATHERINE G. HURLEY, Committie of JOHN E. WASHINGTON and VIRGINIA R. WASHINGTON
Complainants
versus
JOHN E. WASHINGTON, A non compos mentis
respondent

Ordered, this 5th day of August 1963, That the sale of the property in these proceedings mentioned made and reported by Catherine G. Hurley, Committee of John E. Washington BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of September next.

The report states that the amount of sale was $10,000.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
A-29

1963 SEP -3 PM 12:59
FILED

No. M. G. 7144

55

OFFICE OF

Maryland Gazette

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

BOOK 150 PAGE 579

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1963

We hereby certify, that the annexed
Order Nisi Sale
Eq. 15,376
John E. Washington
was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of September, 1963. The first insertion being made the 8th day of August, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

ORDER NISI

CATHERINE G. HURLEY, COMMITTEE OF JOHN E. WASHINGTON and VIRGINIA R. WASHINGTON
Complainants
versus
JOHN E. WASHINGTON, A NON COMPOS MENTIS,
Respondent

BOOK 150 PAGE 580
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 15,376 Equity

Ordered, this 5th day of August, 1963, That the sale of the property in these proceedings mentioned made and reported by Catherine G. Hurley, Committee of John E. Washington

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of September next.

The report states that the amount of sale was $ 10,000.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

John H. Hopkins IV Atty.
For the Maryland Gazette (Aug. 8,1963 Edition)

(Final Order)

CATHERINE G. HURLEY, COMMITTEE OF JOHN E. WASHINGTON, and VIRGINIA R. WASHINGTON,
versus
JOHN E. WASHINGTON, a non compos mentis

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 Committee 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 Committee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

V. Bruce Dunbaugh
JUDGE.

FILED
1963 SEP 10 PM 2:56

56

BOOK 150 PAGE 581

In the Case of

Catherine G. Hurley, Committee of John E. Washington, et al

VS.

John E. Washington, a non compos mentis

In the

Circuit Court

For

Anne Arundel County

No. 15,376 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 DEC -6 PM 3:27

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 27th 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.

O Bowie Duckett

Clerk
Per: _____, deputy

FILED

1963 DEC 27 PM 12:03

57

58

Dr. Catherine G. Hurley, Committee of John E. Washington, et al
versus
John E. Washington, a non compos mentis

BOOK 150 PAGE 582

In Acct. with Catherine G. Hurley, Committee

				Cr.			
By	Amount of Sale, as per Committee's Report of Sale filed			10,000	00		
						10,000	00
To	Committee, for commission, viz	330	00				
				330	00		
To	Committee, for Court costs, viz						
	Plaintiff's Solicitor, appearance fee	10	00				
	Clerk, Court costs	87	75				
	Emanuel Klawans, Examiner's fee	25	00				
	Irene Hazel, Stenographer's fee	10	00				
	E. Florestano, Guardian ad litem fee	4	00				
	John H. Hopkins, IV., Counsel fee as per Order of Court 11/21/63	500	00				
	Auditor, this account	45	00				
				681	75		
To	Committee, for expenses, viz						
	Capital-Gazette Press, Inc.						
	Order of Publication $49.00						
	Nisi - Sale 15.00	64	00				
	Globe Indemnity Company - bond	40	00				
	Remaley Agency - appraisal & testimony	100	00				
	Clerk, photocopies	6	00				
	J. R. McCrone, Jr., Inc. - survey	56	00				
	Adjustment & interest, 1963 taxes	162	43				
	½ Federal & State revenue stamps	16	50				
				444	93		
	Balance for distribution $8,543.32						
	Distribution						
	To Virginia R. Washington, ½	4,271	66				
				4,271	66		
	To Catherine G. Hurley, Committee subject to further Order of Court, ½	4,271	66				
				8,551	66		
						10,000.00	

BOOK 150 PAGE 583

IN THE MATTER OF	:	NO. 14,979 EQUITY
ANNE WEEMS MERRILL,	:	IN THE CIRCUIT COURT
INCOMPETENT	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : :

PETITION AND ORDER OF COURT FOR APPOINTMENT OF TRUSTEE

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

The petition of Norman W. Merrill, as next friend of Anne Weems Merrill, respectfully shows:

1. That your petitioner is the brother of said Anne Weems Merrill, a resident of Annapolis, Anne Arundel County, State of Maryland.

2. That the said Anne Weems Merrill is incompetent to manage her property by reason of mental disability and has been confined to Spring Grove Hospital for some time passed.

3. That Amy R. Merrill, the mother of your petitioner and the said Anne Weems Merrill died intestate on or about the 14th day of October, 1961, leaving household furniture and fixtures and other personal property, as well as real estate known as No. 121 Charles Street, Annapolis, Maryland, conveyed to her by deed dated March 12, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 673 folio 189; wherein A.T. Rust and wife conveyed a one-half interest and the other one-half interest was inherited by the said Amy R. Merrill from her Mother, Anne W. Rust, as will appear by Probate Records of Anne Arundel County in Docket No. 3 folio 154.

FILED

1962 MAY -3 AM 9:42

4. That your petitioner is also the Administrator of the Estate of Amy R. Merrill, deceased, and it is contemplated in the near future that a sale and distribution of the personal estate will be made and that eventually the real estate will likewise be sold; and it is therefore necessary to have a Trustee appointed to take charge of and care for the amount distributed to Anne Weems Merrill and to manage her interest in the real estate.

5. That your petitioner files herewith the certificates of two attending neuropsychiatrists who have attended the incompetent within ten days before the filing of this petition. Said certificates are filed herewith marked "Exhibit No. 1" and "Exhibit No. 2" and are prayed to be taken as a part hereof.

To the end therefore:

1. That a Trustee be appointed to take charge of and manage said property.

2. That said Trustee be authorized to sell the interest of said Anne Weems Merrill in said property upon the future order of this Court.

3. That the estate be administered under the jurisdiction of this Court.

May it please your Honors to pass an order directing the said Anne Weems Merrill, the alleged incompetent to be summoned within ten days hereof; requiring that within the same time a copy of the summons, petition and Order of Court shall be left with whom the alleged incompetent resides, setting down the petition for hearing on or after fifteen days from the date of the Order, and allowing an appearance and answer at any time before or after the decree.

And, as in duty bound, etc.,

Solicitor for Petitioner

Norman W. Merrill, Petitioner and next friend

BOOK 150 PAGE 585

On this the tenth day of April 1962, before me, William T. Miller the undersigned officer, personally appeared Norman W. Merrill, known to me (or satisfactorily proven) to be serving in or with the armed forces of the United States and to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. And the undersigned does further certify that he is at the date of this certificate a comissioned officer of the rank stated below and is in the active service of the Armed Forces of the United States.

William T. Miller
WILLIAM T. MILLER Signature of Officer
Capt JAGC
Asst Staff Judge Advocate
APO 36 US FORCES HQ 3d Inf Div
Rank of Officer and Command to which attached.

ORDER OF COURT

ORDERED, this 7th day of May 1962, by the Circuit Court for Anne Arundel County sitting in Equity, that the petition of Norman W. Merrill, as next friend of Anne Weems Merrill, be and the same is hereby set for hearing on the 1st day of June 1962, at 10 a M., provided the said Anne Weems Merrill, Incompetent, shall be summoned before the 21st day of May 1962; and that a copy of the summons, petition and this Order, be left with Dr. Isadore Tuerk, Superintendent of Spring Grove Hospital and it is further ORDERED that an appearance and answer will be allowed by Anne Weems Merrill, at any time before or after decree .

O Bruce Duckett
Judge

FILED
1962 MAY -7 PM 12:55

Physician's Certificate of Mental Incompetence

BOOK 150 PAGE 586 No. 14979

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY that on this 2nd day of May, 19 62, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Ricardo Ibanez, M. D. who made oath in due form of law that he is and has been for the past six years an attending neuropsychiatrist in the State of Maryland that Ann Murrell was admitted as a patient in the Spring Grove State Hospital on the 7th day of December, 1961, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Ann Murrell from time to time, his last examination being on May 2, 1962, that from the opportunity afforded him of observing the said Ann Murrell, he is convinced that she is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage her property or to execute a valid deed of contract; that the cause of such mental disability is mental deficiency, moderate; that the nature of such mental disability is characterized by low I. Q., poor memory and impairment of judgment; that the extent and probable duration of the incompetency of the said Ann Murrell is total and for an indefinite period of time.

He is further of the opinion that due to the present condition of Ann Murrell, and the premises of said petition, that it would serve no useful purpose to have her appear before a Court as a witness or to be present at a hearing before a Court concerning her mental condition and capacity to manage her estate, and it is recommended that her presence be dispensed with.

Ricardo Ibanez, M.D.

Ricardo Ibanez, M. D. AFFIANT

Sworn to before me this 2nd day of May 19 62

Hilda M. Dietrich NOTARY PUBLIC

S.G. 82-A

FILED

1962 MAY -3 AM 9:42

4

Physician's Certificate of Mental Incompetence

No. 14,979

BOOK 150 PAGE 587

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY that on this 2nd day of May, 19 62, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Aristides Simopoulos, M. D. who made oath in due form of law that he is and has been for the past six years an attending neuropsychiatrist in the State of Maryland that Ann Murrell was admitted as a patient in the Spring Grove State Hospital on the 7th day of December, 19 61, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Ann Murrell from time to time, his last examination being on May 2, 1962, that from the opportunity afforded him of observing the said Ann Murrell, he is convinced that she is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage her property or to execute a valid deed of contract; that the cause of such mental disability is mental deficiency, moderate;

that the nature of such mental disability is characterized by poor judgment, impairment of orientation and memory;

that the extent and probable duration of the incompetency of the said Ann Murrell is total and for an indefinite period of time.

He is further of the opinion that due to the present condition of Ann Murrell, and the premises of said petition, that it would serve no useful purpose to have her appear before a Court as a witness or to be present at a hearing before a Court concerning her mental condition and capacity to manage her estate, and it is recommended that her presence be dispensed with.

A. Simopoulos M.D.
Aristides Simopoulos, M. D. AFFIANT

Sworn to before me this 2nd day of May 1962

Hilda M. Dieterich
NOTARY PUBLIC

S.G 82-A

FILED
1962 MAY -3 AM 9:42

BOOK 150 PAGE 588

IN THE MATTER OF	:	No. 14,979 EQUITY
ANNE WEEMS MERRILL, Incompetent	:	IN THE CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : : :

DECREE

This case standing ready for hearing and the said Anne Weems Merrill, also known as Ann Murrell, having been duly summoned and having failed to appear, the proceedings in this case were read and considered, and it is thereupon this 4th day of June 1962, ADJUDGED, ORDERED AND DECREED that Anne Weems Merrill, also known as Ann Murrell, be, and she is hereby declared incompetent by reason of a mental disability and that Norman W. Merrill, be and he is hereby appointed Trustee to take charge of and manage all of the property, real, personal or mixed, belonging to the said Anne Weems Merrill, also known as Ann Murrell, and to receive any and all funds that may be due the said incompetent from any source whatsoever and to execute receipts therefor as may be necessary from time to time.

It is further, ADJUDGED, ORDERED AND DECREED that before the said Norman W. Merrill shall proceed to act as such Trustee, he shall give bond in the penalty of $ 5000.00 to the State of Maryland, with the corporate surety to be approved by this Court for the faithful discharge of his duties as such Trustee.

And, it is further ADJUDGED, ORDERED AND DECREED that the sale of the interest of the said Anne Weems Merrill, also known as Ann Murrell, in and to any property in which she may have an interest is reserved for the further order of this Court.

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

FILED
1962 JUN -4 PM 2:42

JUDGE

IN THE MATTER OF	:	NO. 14,979 EQUITY
ANNE WEEMS MERRILL,	:	IN THE CIRCUIT COURT
INCOMPETENT	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : : :

B O N D

KNOW ALL MEN BY THESE PRESENTS; That we, Norman W. Merrill of Annapolis, Anne Arundel County, Maryland and the National Surety Corporation, a body corporate, duly incorporated under the Laws of the State of New York, as surety are held and firmly bound unto the State of Maryland, in and the full and just sum of Five thousand dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Executors, Administrators, Successors or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 14th day of June in the year of our Lord One thousand nine hundred and sixty-two.

WHEREAS, the above bounden Norman W. Merrill by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee in the proceedings in the case of "In the Matter of Anne Weems Merrill," also known as Ann Murrell, Incompetent, No. 14,979 Equity now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Norman W. Merrill does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be

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Annapolis, Md.

and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of:

WILLIAM E PRESCOTT
Captain, Infantry
Commanding
3d Admin Co, 3d Inf Div, APO 36
US Forces

Norman W. Merrill (SEAL)
Norman W. Merrill

National Surety Corporation
By:

Marvin I. Anderson, Attorney-in-fact

as to Surety:

FILED
1962 JUN 14 PM 3:27

Bond approved this 14 day of June, 1962
George T. Cromwell, Clerk

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

8

BOOK 150 PAGE 591

IN THE MATTER OF : NO. 14,979 EQUITY

ANNE WEEMS MERRILL, : IN THE CIRCUIT COURT

INCOMPETENT : FOR

: : : : ; ANNE ARUNDEL COUNTY

PETITION FOR SALE OF REAL ESTATE

To the Honorable, the Judges of said Court:

The petition of Norman W. Merrill, individually, and as Trustee of Anne Weem Merrill Incompetent, respectfully shows:

1. That heretofore he was duly appointed Trustee of the estate of Anne Weems Merrill, his siter and has duly qualified as such Trustee by filing bond.

2. That Anne Weems Merrill is the owner of a one-half undivided interest in No. 121 Charles Street in the City of Annapolis, Maryland and your petitioner individually is the owner of the other one-half undivided interest, having derived title thereto from their mother, Amy R. Merrill, who departed this life on the 14th day of October, 1961, intestate, leaving as her only heirs at law, her husband, Norman E. Merrill, Anne Weems Merrill, her daughter and your petitioner her son and the said Norman E. Merrill conveyed his interest in said property to your petitioner and his sister by deed dated April 4, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 1567 folio 403.

3. That the improvements on the property consist of a two story frame dwelling in a dilapidated condition located on a lot 28 feet 8 inches x 110 feet. That the property is not rentable in its present condition and it would take considerable money to put it in condition to rent.

4. That the property obviously cannot be divided in kind

and it would be to the best interest and advantage of both your petitioner and the incompetent that the property be sold and the proceeds divided.

5. That the property would only deteriorate if not sold and your petitioner has therefore contracted to sell same to T.& W. Inc. for the sum of Seventy-five hundred dollars, of which Five hundred dollars has been paid and the balance of the purchase price is to be paid in cash upon ratification of the sale by this Court. A copy of said contract is attached herewith marked "Exhibit A".

6. That your petitioner is informed and advised and therefore alleges that this contract price is fair and reasonable.

Wherefore, your petitioner prays that a decree be passed ratifying and confirming the contract of sale.

Norman W. Merrill, Individually

Norman W. Merrill, Trustee
for Anne Weems Merrill

Attorney for Petitioners

William G. Prescott
Captain Inf
3d Adm Co 39 Inf Div
APO 36

10

ORDER OF COURT

Ordered this 13th day of July in the year Nineteen hundred and sixty-two, by the Circuit Court for Anne Arundel County, sitting in Equity, that Norman W. Merrill, Trustee for Anne Weems Merrill, be, and he is hereby authorized and directed to take testimony before one of the standing examiners of this Court in support of the allegations of said petition.

George Sachse
Judge

FILED
1962 JUL 13 PM 4:30

CONTRACT OF SALE—Form 19.

THIS AGREEMENT, Made this 3rd day of July nineteen hundred and sixty-two, between BOOK 150 PAGE 594

NORMAN W. MERRILL and WILMA C. MERRILL, his wife, parties of the first part, and NORMAN W. MERRILL, TRUSTEE for Anne Weems Merrill, Incompetent, party of the second part, and

~~of the first part~~

T & W, INC., a body corporate

of the ~~second~~ third part.

Witnesseth, that the said parties of the first and second parts do hereby bargain and sell unto the said party of the ~~second~~ third part, and the latter doth hereby purchase from the former, the following described property, situate and lying in Sixth Election District of Anne Arundel County, Maryland, and being the same property which was conveyed to Amy R. Merrill by deed dated March 12, 1952 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 673, folio 189, the said Amy R. Merrill having departed this life on October 14, 1961, intestate, leaving as her only heirs at law her husband, Norman E. Merrill and her two children Norman W. Merrill and Anne Weems Merrill, the said Norman E. Merrill having conveyed all of his undivided interest in and to said property unto Norman W. Merrill and Anne Weems Merrill by deed dated April 4, 1962, and recorded among the aforesaid land records in Liber G.T.C. No. 1567, folio 403.

At and for the price of Seven thousand five hundred ($7,500.00) ---------- Dollars,

of which Five hundred ($500.00) ---------- Dollars,

have been paid prior to the signing hereof and the balance to be paid as follows: Cash upon the ratification of the Circuit Court for Anne Arundel County in No. 14979 Equity. If for any reason said sale is not ratified within 90 days the deposit shall be refunded without liability on the part of any of the parties to this Agreement.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee. If title to said property is not good and merchantable, the deposit is to be refunded and the vendors are not to be liable for any costs, ~~Taxes~~ expenses or damages by reason thereof.

~~to be paid or allowed for by the Vendor in nineteen hundred and~~

Taxes to be adjusted to date of settlement. Stamp taxes to be paid one-half by the Vendors and one-half by the Vendee.

~~Rent or Interest on this contract~~

Examiner's Exh. #2
Matter of Anne W. Merrill
#14,979 Equity
W. R. Smith, Examiner

Witness our hands and seals.

TEST: as to N.W.Merrill

~~Witness as to W.C.Merrill~~

Test: as to N.W.Merrill, Trustee

Norman W. Merrill (SEAL)

Wilma C. Merrill [SEAL]

Norman W. Merrill, Trustee for Anne Weems Merrill, Incompetent [SEAL]

T & W, INC. [SEAL]

by T. Carroll Worthington [SEAL]
T. Carroll Worthington, Vice President

FILED
1962 JUL 13 AM 10 02

1962 AUG -3 AM 10 15

Exhibit A with Petition to sell real estate

12

IN THE	*	IN THE
MATTER OF	*	CIRCUIT COURT
ANNE WEEMS MERRILL,	*	FOR
INCOMPETENT	*	ANNE ARUNDEL COUNTY
	*	EQUITY # 14,979

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

July 24, 1962

Present:

Marvin I. Anderson, Solicitor for Petitioner

Malcolm B. Smith, Court Examiner and Master

Conchita D. Tuers, Court Reporter

Witnesses:

Vinton T. Bull, pages 2 - 3

Eldridge Shepherd Wilkerson, pages 4 - 5

Marvin I. Anderson, pages 6 - 7

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1962 AUG -3 AM 11:21

Vinton T. Bull, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Anderson)

1. State your full name and address?

A. Vinton T. Bull, Edgewater, Maryland.

2. And what is your position with the County, Mr. Bull?

A. Supervisor of Assessments.

3. And how long have you been Supervisor of Assessments?

A. Supervisor since 1957.

4. Have you examined the property owned by the late Amy R. Merrill?

A. Yes sir.

5. And where is that property located?

A. Located at 121 Charles Street.

6. And what does it consist of?

A. Well, there is a lot that is 28 by 112, approximately, in depth. And it is improved by a stucco on frame dwelling, three rooms on the first floor, three rooms and bath on the second floor. It is a composition roof, block foundation for a cellar, hot water heat, plaster walls, pine floors. And the condition of this house is in very poor shape at this time.

7. Are you able to state, what, in your opinion, is a fair market value of that property?

A. In my opinion, after giving it a thorough examination and based on its condition, I have come up with a value on the land of $3,025 and the value on the improvements of $4210, with a total evaluation of $7235.

8. Then you would say that the sale price of $7500.00 would be a very good price for the property?

A. I would think so, yes.

9. In your opinion, would it be to the best interest of the incompetent, Anne Weems Merrill, that the property be sold for that price?

A. I would say so, unless they wanted to anticipate on spending a lot of money for repairs.

10. Is the property, in your opinion, rentable in its present condition?

A. No sir.

11. Just what is wrong with the property?

A. Well, the start with, right at the very entrance of it the porch is in deplorable condition.

12. Actually, it has fallen off of it, hasn't it?

A. That's correct.

13. And, of course, the interior of it, there would have to be something done in so far as reshoring the house because the floor levels are all out of balance. It seems as though some sills have given away, which, of course, when you go into repairing that kind of work, why you can run into much more trouble that what you would normally anticipate too.

(Mr. Smith)

14. The property can't be divided in kind between the parties, can it?

A. I don't see how it could.

15. Just for the record, why?

A. Well, it is too small for one thing to divide, I don't see how they could divide it. It is just a house and the house covers the lot so there isn't really any way to divide it.

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. Victor T. Bull

Eldridge Shepherd Wilkerson, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Anderson)

1. Wouldyou state your full name and address?

A. Eldridge Shepherd Wilkerson, Tracy's Landing, Maryland.

2. And what is your position with the County?

A. Assistant Supervisor of Assessments.

3. And have you made an appraisal of the property known as 121 Charles Street inthe City of Annapolis?

A. I have.

4. And what, in your opinion, is a fair market value of that property in its present condition?

A. Its present condition appraisal at, the total appraisal I come up with was $7235.

5. How did you break that down?

A. We broke it down for the dwelling at $4210 and the land at $3,025.

6. Is the property in good condition?

A. It is in very poor condition. It is just about run down to a maximum.

7. Will you describe it very briefly?

A. Well, the dwelling is 23 ft. in width and 42 ft. in length with a small porch on the front and more of a just 10x12 shed room on the back. It has three rooms on the first floor, three rooms and bath onthe second. Stucco on frame, hot water heat, plaster walls, pine floors, fireplace, whcih I am not sure is useable, composition roof, block foundation for a cellar. The condition of the house is very poor. The porch is just about hanging on. The floors are very unlevel and to restore it would be quite a sum.

8. The property is owned by two people. Would it be, in your opinion, profitable to divide the property in kind between the two?

A. Due to the size of the lot being 28 x 112, I don't see how it could be divided to anyone's advantage.

9. One of the owners is an incompetent. In your opinion, do you feel that a sale of property for $7500 is to the best interest of the incompetent?

A. In my opinion, that is a very fair sale. And under the circumstances and conditions, I don't see why that sale wouldn't be of best interest.

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. Eldridge S. Wilkinson

Marvin I. Anderson, a witness of lawful age, having been duly sworn, deposes and says:

I am familiar with this property having represented the estate of Amy R. Merrill, deceased. She was the owner of the property, having acquired same by deed dated March 12, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 673 Folio 189. The estate of Amy R. Merrill has been fully administered in the Orphan's Court of Anne Arundel County and all claims have been paid and the estate closed.

Amy R. Merrill left as her only heirs, her husband, Norman E. Merrill and a daughter, -- and a son, Norman W. Merrill, and a daughter, Anne Weems Merrill.

And after the death of Amy R. Merrill her husband, Norman E. Merrill conveyed all of his interest in the property to the son and daughter by deed dated April 4, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1567 Folio 403. (DEED DATED APRIL 4, 1962 BETWEEN NORMAN E. MERRILL, WIDOWER, AND NORMAN W. MERRILL AND ANNE WEEMS MERRILL RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER G.T.C. #1567 FOLIO 403 FILED AS EXAMINER'S EXHIBIT #1)

After the personal property of Amy R. Merrill was removed from the premises, Norman W. Merrill advertised the property for sale in the Evening Capital for a period of time. And we, also, tried to find a purchaser for the property. The only real offer which we received was from T & W, Inc. for $7500, which Norman W. Merrill and myself, both thought was a fair price for the property and that it should be accepted. A contract was, thereupon, entered into dated July 3, 1962 for the sale of the property at $7500 for which $500 has been paid. The sale being subject to the ratifi-

cation by the Court.

The property is in a diapidated condition and would require a considerable amount of money to put it in liveable condition. In fact, Mrs. Norman W. Merrill consulted a contractor andhis advice was to sell the property. And it was also his opinion that the price of $7500 was a very good one.

The property is incapable of partition because of the small size of the lot and house covering practically the entire frontage.

I, also, think that the property should be sold because it is deteriorating fast. It is bringing in no income. Taxes and insurance are accumulating.

The incompetent, of course, only has a half interest in the proceeds. And it would be my recommendation that the sale be ratified and confirmed.

(CONTRACT BETWEEN NORMAN W. MERRILL and WILMA C. MERRILL,his wife, and NORMAN W. MERRILL, TRUSTEE, and T & W INC. FILED AS EXAMINER'S EXHIBIT # 2)

I might add that there is no funds in the incompetent's estate anywhere near sufficient to repair the property and put it in a rentable condition.

QUESTION BY THE EXAMINER:

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

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

Answer . . . . . .

Signature. . . . . .

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

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

Witness my hand and seal this 2nd day of August, 1962

(SEAL)
Examiner

M. S. $25.00

C. T. $10.00

BOOK 1567 PAGE 403 BOOK 150 PAGE 606

No Cam
No stamps
required
M.I.G.

No title examination. Marvin H. Anderson

THIS DEED, Made this 4" day of April in the year Nineteen hundred and sixty-two, by and between NORMAN E. MERRILL, widower, party of the first part and NORMAN W. MERRILL and ANNE WEEMS MERRILL, parties of the second part, all of Anne Arundel County, in the State of Maryland.

69014

WITNESSETH: That for and in consideration of the sum Ten dollars, and other good and valuable considerations paid by the said parties of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part has bargained and sold and by these presents does grant and convey all of his right, title, interest and estate, it being an undivided one-third interest, to the parties of the second part, as tenants in common, their heirs and assigns, in fee simple, in the following property, to wit:

ALL that lot, piece or parcel of ground situate, lying and being in the City of Annapolis, in the Sixth Election District of Anne Arundel County aforesaid, known and designated as No. 121 Charles Street and more particularly described as follows: BEGINNING for the same on the Northwest side of Charles Street 345 feet 9 inches southwest of Duke of Gloucester Street running from said beginning southwesterly on Charles Street 28 feet 8 inches; thence running northwesterly 110 feet to the outline of the property now known as #5 King Charles Place; thence running northeasterly 28 feet 8 inches to the southwesternmost outline of the property known as #3 King Charles Place, and running in a straight line parallel to King Charles Place 110 feet, more or less, to the place of beginning. All as shown on a plat designated "Subdivision of property on South Street, Charles Street

FILED
1962 AUG -3 AM 11:3

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Annapolis, Md.

Examiner's Exh. #1

Matter of Anne W. Merrill

#14,979 Equity
Malcolm B. Smith, Examiner

and King Charles Place by the Mercantile Trust Company, Trustee Walter H. Hart Estate" dated November 1946, and recorded or intended to be recorded among the Land Records of Anne Arundel County.

BEING the same property which was conveyed by Erven J. Sova and Blanche E. Sova, his wife, to Anne W. Rust, widow, by deed dated June 7, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 280 folio 249; the said Anne W. Rust having departed this life on January 24, 1951, intestate leaving as her only heirs at law, her two children, A.T.M.Rust and Amy R. Merrill, as will more fully appear from the Probate Records of the Orphans Court for Anne Arundel County in Administration Docket No. R.G.P. No 3 folio 154. Being also the same property which the said A.T.M.Rust and Beatrice C. Rust, his wife, conveyed to Amy R. Merrill by deed dated March 12, 1952, and recorded among the aforesaid Land Records in Liber J.H.H.No. 673 folio 189. The said Amy R. Merrill departed this life on the 14th day of October, 1961, intestate, leaving as her only heirs at law, her husband, Norman E. Merrill, the grantor herein and her two children, Norman W. Merrill and Anne Weems Merrill, the grantees herein.

TOGETHER with the buildings and improvements thereupon erected made or being and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD an undivided one-third interest in and to the above described property with its appurtenances unto and to the proper use and benefit of the said parties of the second part, as tenants in common, their heirs and assigns, in fee simple.

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AND the said party of the first part hereby covenants that he will warrant specially the property hereby conveyed and that he will execute such other and further assurances thereof as may be requisite.

WITNESS the hand and seal of the party of the first part.

Test: Norman E. Merrill (SEAL)
Norman E. Merrill

Margaret M. Bell
Margaret M. Bell

STATE OF MARYLAND, COUNTY TO WIT:

I hereby certify that on this 4th day of April in the year Nineteen hundred and sixty-two, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Norman E. Merrill, widower, and he acknowledged the aforegoing deed to be his act and deed.

Witness my hand and seal Notarial,

750

Margaret M. Bell
Margaret M. Bell Notary Public
My Commission Expires 5/6/63

Rec'd for record June 1, 1962 at 9:59 A.M.
Mailed to Anderson & Anderson

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ANDERSON & ANDERSON
Annapolis, Md.

26

BOOK 150 PAGE 609

IN THE MATTER OF	+	IN THE CIRCUIT COURT FOR
ANNE WEEMS MERRILL,	+	ANNE ARUNDEL COUNTY
INCOMPETENT	+	NO. 14,979 EQUITY

++

REPORT OF EXAMINER AND MASTER

This is a Petition filed by the Trustee (Committee) of the Subject Incompetent for the sale of certain real estate owned by the Incompetent and the Trustee (Committee) as tenants in common. The Incompetent and the Trustee (Committee) are brother and sister.

Ownership of the property is satisfactorily proven.

From the facts presented, it appears to be advantageous to the Incompetent that the property be sold and the net proceeds divided and one-half thereof paid over to the estate of the Incompetent and administered under the direction of this Court.

A Contract is proven for the sale of the property to T. & W., Inc., for the sum of SEVEN THOUSAND, FIVE HUNDRED DOLLARS ($7,500.00), which amount appears from the testimony to be fair and adequate. The testimony shows that the property is in a dilapidated condition, could not be rented without substantial repairs, and that there are insufficient funds in the estate of the Incompetent to pay for any such repairs, or her share thereof.

The case is ready for Decree as of the date of the filing of this Report, and the attached Decree, prepared by the attorney for the Petitioner at his request, is recommended.

The fee of the Examiner and Master is TWENTY-FIVE DOLLARS ($25.00).

Malcolm B. Smith, Examiner and Master

FILED

1962 AUG -3 AM 11:21

BOOK 150 PAGE 610

IN THE MATTER OF	:	NO. 14,979 EQUITY
ANNE WEEMS MERRILL,	:	IN THE CIRCUIT COURT FOR
INCOMPETENT	:	ANNE ARUNDEL COUNTY

SUBMISSION FOR DECREE

We hereby submit for an immediate ratification and decree the sale of the property by Norman W. Merrill, Trustee, and Norman W. Merrill and Wilma C. Merrill, his wife, to T. & W., Inc.

Marvin I. Anderson
Attorney for Norman W. Merrill, Trustee, and Norman W. Merrill and Wilma C. Merrill, his wife

T. & W., INC.

By T. Carroll Worthington
T. Carroll Worthington, Vice President

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Annapolis, Md.

FILED
1962 AUG -3 AM 11:22

BOOK 150 PAGE 611

IN THE MATTER OF	:	NO. 14,979 EQUITY
ANNE WEEMS MERRILL,	:	IN THE CIRCUIT COURT FOR
INCOMPETENT	:	ANNE ARUNDEL COUNTY

DECREE

This cause standing ready for hearing, and it appearing from the testimony of competent and discreet persons that the price offered for the real estate mentioned and described in the petition is fair and reasonable, and that it is to the interest and advantage of the non compos mentis that the property be sold, it is, therefore, ADJUDGED, ORDERED AND DECREED this 3rd day of August, 1962, by the Circuit Court for Anne Arundel County, sitting in Equity, that Norman W. Merrill, Trustee of the estate of Anne Weems Merrill, incompetent, be and he is hereby authorized to sell the property described in these proceedings owned by Norman W. Merrill and Anne Weems Merrill, and mentioned and described in the contract of sale and purchase filed in these proceedings; and that said contract of sale and purchase made by and between the said Norman W. Merrill, Trustee, and Norman W. Merrill, individually, and Wilma C. Merrill, his wife, and T. & W., Inc., be and the same is hereby ratified, confirmed and approved; and that the said Norman W. Merrill, Trustee, as aforesaid, upon payment of the purchase price mentioned in said contract, but not before, shall convey to T. & W., Inc., all of the right, title and interest of Anne Weems Merrill, incompetent, in and to the aforesaid property in accordance with the terms and conditions of said contract of sale and purchase.

And it is FURTHER ADJUDGED, ORDERED and DECREED that after receiving the purchase price, the said Trustee, after payment of any expenses in connection with the sale, shall bring into Court

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1962 AUG -3 PM 3:17

the incompetent's one-half of the money arising from said sale, to be administered under the direction of this Court, after deducting the costs and such commissions and attorney's fees as this Court shall think proper to allow.

Matthew A. Evans

JUDGE

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Annapolis, Md.

30

IN THE MATTER OF	:	NO. 14,979 EQUITY
ANNE WEEMS MERRILL,	:	IN THE CIRCUIT COURT
INCOMPETENT	:	FOR
	:	ANNE ARUNDEL COUNTY

TRUSTEE'S Amended Report of Sale

To the Honorable, the Judges of said Court:

The report of Norman W. Merrill, Trustee, duly authoised by Decree of this Court dated the 3rd day of August, 1962, in these proceedings to convey the property set forth in the contract of sale filed herein to F. & W. Inc., the purchasers respectfully shows unto your Honors:

1962 SEP 21 PM 3:

1. That on the 27th day of August, 1962, the said Norman W. Merrill, Trustee, with himself and wife individually duly executed and delivered to the said T. & W. Inc., a deed conveying to it, the purchaser, the property in these proceedings mentioned and described in the Agreement of Sale and Purchase filed in these proceedings, free, clear and discharged from all claims of the Incompetent hereto, and those claiming, by, from or under her in accordance with the terms of said Agreement of Sale and Purchase, as directed by this Court's Decree; the said Norman W. Merrill, Trustee having reported said sale under Report of Sale filed September 7th 1962, and therein the net amount due the Incompetent was erroneously stated as $3504.79, wherein the correct amount is $3750.79 as shown by the corrected statement filed with this Report of Sale; the said Norman W. Merrill,Trustee, having received the net amount of $3750.79 being the full amount due the Incompetent for her undivided one-half interest in the property, after the adjustment of taxes and documentary stamps, all as shown by the aforesaid statement attached hereto and made a part of this Report of Sale.

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Annapolis, Md.

And as in duty etc.,

Marvin I. Anderson, Solicitor
for Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 21 day of September in the year Nineteen hundred and sixty-two, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Marvin I. Anderson, Solicitor for Norman W. Merrill, Trustee, 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.

Witness my hand and seal Notarial,

Notary Public

Law Offices
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Annapolis, Md.

CORRECTED STATEMENT

August 31, 1962

Norman W. Merrill

Sale of property known as 121 Charles Street-
Sixth Elec. Dist.

SALE PRICE			$7,500.00
Deposit			500.00
			$7,000.00
County tax refund 4 mos. ($100.58)			
1962 State & Co. taxes			33.58
			$7,033.52
EXPENSES:			
Documentary Stamps	8.25		
	16.50		
	24.75	12.37	
City taxes			
2 mos. ($9.44)		11.58	23.95
	Balance due by T.& W. Inc.		$7,009.57
Amount of deposit in hands of M.I.A.			500.00
			$7,5009.57

1/2 to Norman W Merrill, Trustee for Anne Weems Merrill		$3754.79
1/2 Norman W. Merrill		3754.78
		$ 7509.57

BOOK 150 PAGE 617

In the Case of

IN THE MATTER OF
ANNE WEEMS MERRILL, Incompetent

VS.

In the

Circuit Court

For

Anne Arundel County

No. 14,979 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.
September 26, 1962

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 15th day of October, 1962 that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: A. Tokowski, deputy

Filed Oct. 15, 1962.

34

35

Dr. IN THE MATTER OF ANNE WEEMS MERRILL, Incompetent

BOOK 150 PAGE 618

In Acct. with Norman W. Merrill, Trustee

Cr.

1962						
June	22	Proceeds - Sale of personal property	239	00	239	00
Aug.	31	Proceeds of sale-interest in Real Estate	3,754	79	3,754	79
					3,993	79
		To Trustee for Commissions, viz:	149	81	149	81
		To Trustee for Court Costs, viz:				
		Plaintiffs Solicitors appearance fee	10	00		
		Clerk of Court - Court Costs	67	00		
		Gilbert G. Miller - Sheriff - summons	6	00		
		Malcolm Smith - Examiners fee	25	00		
		Concheta D. Tuers - Stenographers fee	10	00		
		Irene Hazel - Stenographers fee	2	50		
		Auditor - stating this account	22	50	143	00
		To Trustee for expenses, viz:				
		National Surety Corp. - Bond premium	35	00		
		Dr. Aristides Simopoulos - fee for exam.	10	00		
		Hilda M. Dieterich - notary fees	2	00		
		Dr. Ricardo Ibanez - fee for exam.	10	00		
		1961 County and State taxes	50	10		
		1962 County and State taxes	50	29		
		Vinton T. Bull and Eldridge S. Wilkerson Appraiser - fee	20	00		
		M. I. Anderson - Attorneys fee - Court order	750	00		
		Robert H. Campbell, Auctioneer	28	68		
		Myrtle Sturm = Notary fees	1	00	957	07
		This balance to Norman W. Merrill,				
		Trustee of Anne Weems Merrill, Incompetent	2,743	91	2,743	91
					3,993	79