BOOK 153 PAGE 1

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
BERNARD EUGENE PHELPS AND GERALDINE J. PHELPS, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity)

16,029 Equity

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A'" -

1. Original Mortgage from Bernard Eugene Phelps and Geraldine J. Phelps, his wife to Baltimore Federal Savings and Loan Association, dated August 4th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1224 folio 532.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Maryland - 21202

Le 9-6841

FILED

1963 DEC 11 AM 9:44

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

MARYLAND

LIBER 1224 PAGE 532 BOOK 153 PAGE 2

No. 16,029 Equity

MORTGAGE

THIS MORTGAGE, made this 4th day of August, A. D. 19 58, by and between BERNARD EUGENE PHELPS AND GERALDINE J. PHELPS, 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 THIRTEEN THOUSAND NINETY AND 00/100ths Dollars ($13,090.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and three-quarters per centum (4 3/4 %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SIXTY-EIGHT AND 29/100ths Dollars ($ 68.29), commencing on the first day of October, 19 58, 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 ~~XXXXXXXXXXXX~~ August 3, 1988, ~~XX~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 20, in Block R, as shown on "Revised Plat of Country Club Estates, Section No. 6" dated January 1957, by John W. Boutwell, Jr., Registered Surveyor, and recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 6. The improvements thereon being known as 19 Leymar Road.

BEING the same lot of ground which by Assignment dated of even date herewith and recorded or intended to be recorded among the LandRecords of Anne Arundel County immediately prior hereto was granted and assigned by The Bedford Holding Company unto the within named Mortgagors.

FILED

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

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Twenty ($120.00) Dollars, payable half-yearly on the 26th days of June and December in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bernard Eugene Phelps [SEAL]

[SEAL]

Geraldine J. Phelps [SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 1224 PAGE 536

I HEREBY CERTIFY, That on this 4th day of August, 19 58, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Bernard Eugene Phelps and Geraldine J. Phelps, 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.

Albert G. Fitzgerald
ALBERT G. FITZGERALD Notary Public

Rec'd for record Aug 6, 1958 at 1:12 P.M.
Mailed to The Colonial Title Guarantee Co.

tion No. 48333
by DAG
ed by
for Record
Examiner

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
BERNARD EUGENE PHELPS AND
GERALDINE J. PHELPS, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR
BERNARD EUGENE PHELPS AND GERALDINE J. PHELPS, HIS WIFE	:	ANNE ARUNDEL COUNTY In Equity - No. 16,029

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from Bernard Eugene Phelps and Geraldine J. Phelps, his wife

to Baltimore Federal Savings and Loan Association

dated the 4th day of August 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No 1224 Folio 532

Amount of Mortgage	$13,090.00
Less - amount paid on principal	1,030.11
	12,059.89
Plus - interest to 12/2/63	337.36
	12,397.25
Less - balance in expense account	25.82
	12,371.43

12059.89
25.82
12033.07

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 6th day of December 1963 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Eugene K. Reilly Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link

Clara M. Link, Notary Public

FILED

1963 DEC 11 AM 9:44

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BOOK 153 PAGE 7

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

BERNARD EUGENE PHELPS AND
GERALDINE J. PHELPS, HIS WIFE

: IN THE CIRCUIT COURT

: FOR

: ANNE ARUNDEL COUNTY

: (In Equity)

NON-MILITARY SERVICE AFFIDAVIT 16,029 Equity

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 6th day of December 19 63 before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

(1) Said Defendant(s) are not in the Military Service of the United States of America;

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

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

(4) Said Defendant(s) are not a member(s) of the Enlisted Reserve Corps who ha been ordered to report for Military Service.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND
LOAN ASSOCIATION

BY Charles E. Williams
Affiant
Charles E. Williams, Vice President

FILED

1963 DEC 11 AM 9:44

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No. 16029 Equity

Mortgagee and Attorney's Bond.

1-369

BOOK 153 PAGE 8

BOOK 12 PAGE 280

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOND NO: 0466-0274-2507-63

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore 2, Maryland as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWELVE THOUSAND, FOUR HUNDRED AND NO/100 ----- ($12,400) ----- 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 31st day of December 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 Bernard Eugene Phelps and Geraldine J. Phelps, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 4th day of August nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1224, Folio 532, ~~and~~ XXX

is about to sell the land and premises described in said Mortgage, known as No. 19 Leyman Road default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara M. Link

~~Attest~~

Witness as to Surety:

J. McDuffie

J. McDuffie

Walter S. Calwell (Seal)

Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By William A. Weech

William A. Weech, Attorney-in-fact

1964 JAN -3 AM 9:51

Read approved this 3 day of January, 1964

Louis N. Phipps, Clerk

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BOOK 153 PAGE 9

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
BERNARD EUGENE PHELPS AND GERALDINE J. PHELPS, HIS WIFE	:	Equity No. 16029

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 6th day of January, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property

mentioned in the said Report of Sale.

BALTIMORE FEDERAL S. & L. ASSN.

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

FILED
1964 JAN-8 PM 9:0

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link Notary Public

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WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
BERNARD EUGENE PHELPS AND GERALDINE J. PHELPS, HIS WIFE	:	(In Equity) - No. 16029
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated August 4th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1224 folio 532 from said Bernard Eugene Phelps and Geraldine J. Phelps, 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 6th day of January, 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. 20, in Block R, as shown on "Revised Plat of Country Club Estates, Section No. 6", dated January 1957, by John W. Boutwell, Jr., Registered Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 6, the improvements whereon are known as No. 19 Leymar Road; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1964 JAN -8 AM 9:04

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 Bernard Eugene Phelps and Geraldine J. Phelps, his wife to Baltimore Federal Savings and Loan Association, dated August 4th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1224 folio 532 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Mon., Jan. 6, 1963
at 3:50 P.M.

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, Maryland. at Country Club Estates, near Furance Branch and Marley Creek, and described as follows:—

BEING known and designated as Lot No. 20. in Block R, as shown on "Revised Plat of Country Club Estates, Section No. 6" dated January 1957. by John W. Boutwell, Jr., Registered Surveyor, and recorded among the Plat Records of Anne Arundel County in Plat Book 30. folio 6. The improvements thereon being known as 19 Leymar Road.

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

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

The improvements consist of a 1½ story frame and brick cottage, containing 6 rooms (3 bedrooms), 2 baths, hot water gas fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage.

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

J-2

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Twelve Thousand two Hundred ($12,200.00) Dollars, subject to the payment of an annual ground rent of $120.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in the Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 7th day of January, 1964 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

16,029

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 Bernard Eugene Phelps and Geraldine J. Phelps, his wife to Baltimore Federal Savings and Loan Association, dated August 4th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1224 folio 532 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Mon., Jan. 6, 1963
at 3:50 P.M.

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, Maryland, at Country Club Estates, near Furance Branch and Marley Creek, and described as follows:—

BEING known and designated as Lot No. 20. in Block R, as shown on "Revised Plat of Country Club Estates, Section No. 6" dated January 1957. by John W. Boutwell, Jr., Registered Surveyor. and recorded among the Plat Records of Anne Arundel County in Plat Book 30. folio 6. The improvements thereon being known as 19 Leymar Road.

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

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

The improvements consist of a 1½ story frame and brick cottage. containing 6 rooms (3 bedrooms), 2 baths, hot water gas fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage

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

J-2

No. 12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 13

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1964

We hereby certify, that the annexed

Attorney's Sale

Bernard Eugene Phelps

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of January, 1964. The first insertion being made the 19th day of December, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED - 1964 - JAN. 9 A.M. 10:44

By H. Leighman

ORDER NISI

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

BERNARD EUGENE PHELPS AND
GERALDINE J. PHELPS, HIS WIFE

BOOK 153 PAGE 14
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 16,029 Equity

Ordered, this 8th day of January, 1964, 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 17th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of February next.

The report states that the amount of sale was $12,200.00.

Clerk.

True Copy,
Walter S. Calwell, Atty.

TEST: Clerk.
For the Maryland Gazette Jan.16th Edition

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

BERNARD EUGENE PHELPS AND
GERALDINE J. PHELPS, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of February, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse
JUDGE.

FILED
1964 FEB 20 AM 9:18

13

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.		
BERNARD EUGENE PHELPS AND GERALDINE J. PHELPS, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	In Equity - No. 16029

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~~ ~~day of~~ ~~196~~ sold certain leasehold property situated in Anne Arundel County, known as No. 19 Leymar Road and described in these proceedings to Baltimore Federal Savings and Loan Association.

That the said purchaser has requested your Petitioner to substitute as purchaser in its place and stead, J. S. Gleason, Jr., as Administrator of Veterans' Affairs, who has requested to be so substituted.

WHEREFORE YOUR PETITIONER PRAYS that this Honorable Court pass an Order substituting J. S. Gleason, Jr., Administrator of Veterans' Affairs, as purchaser in the place and stead of Baltimore Federal Savings and Loan Association.

Walter S. Calwell
Walter S. Calwell,
Attorney Named in Mortgage

ASSENT

We Hereby assent to the relief prayed in the aforegoing Petition.

Walter S. Calwell
Walter S. Calwell,
Attorney Named in Mortgage

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION
BY Charles E. Williams
Charles E. Williams
Vice President

FILED
1964 JAN 10 AM 10:23

14

ORDER

UPON the aforegoing Petition and Assent, it is hereby this 13th day of January 1964

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. 19 Leymar Road, Anne Arundel County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

George Sachse
Judge

FILED
1964 JAN 13 AM 11:37

15

BOOK 153 PAGE 17

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,029 Equity

WALTER S. CALWELL, Attorney Named in Mortgage
versus
BERNARD EUGENE PHELPS and
GERALDINE J. PHELPS, his wife

Ordered, this 8th day of January, 1964, 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 17th day of February next; Provided a copy of the Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of February next.

The report states that the amount of sale was $12,200.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
F-6

OFFICE OF

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1964

We hereby certify, that the annexed
Order Nisi Sale
Eq. 16,029
Bernard Eugene Phelps

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of February, 1964. The first insertion being made the 16th day of January, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 18-24

16

In the Case of BOOK 153 PAGE 18

Walter S. Calwell, Attorney Named in Mortgage

VS.

Bernard Eugene Phelps & Geraldine J. Phelps his wife

In the

Circuit Court

For

Anne Arundel County

No. 16,029 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Auditor.

FILED

1964 MAR 11 P.M. 10:03

FINAL ORDER

ORDERED BY THE COURT, this 30th day of March, 1964 that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps

Clerk

Per: E. H. Murphy, deputy

FILED

1964 MAR 30 AM 9:56

17

Dr. Mortgaged Real Estate of Bernard Eugene Phelps & Geraldine J. Phelps, his wife

BOOK 153 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		12,200 00	
By	Interest, 6%, on deferred payment, $11,700.00 from 1/6/64 to 2/21/64		95 56	
				12,295 56
To	Attorney, for fee, viz	50 00		
To	Attorney, for commission, viz	396 00		
			446 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.			
	Advertising & Nisi - Sale	79 32		
	New Amsterdam Casualty Co. - Bond	49 60		
	E. T. Newell & Co., Inc. - Auctioneer's fee	35 00		
	Notary fees	1 25		
	Adjustment, Ground rent, 12/26/63 to 1/6/64	3 63		
	Adjustment, taxes, 1/1/64 to 1/6/64	3 96		
			172 76	
To	Baltimore Federal Savings & Loan Assoc., mortgagee, on account of mortgage claim	11613 05		
			11,613 05	
				12,295 56
	Balance due on mortgage, as per claim filed	12.371 43		
	Interest, 4 3/4%, on principal balance, $12,034.07, from 12/3/63 to 3/26/64	179 40		
		12,550 83		
	Credit amount allowed above	11,613 05		
	This amount subject to decree in personam	937 78		

BOOK 153 PAGE 20

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
RICHARD L. ROYSTER AND JANET C. ROYSTER, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity) 16,024

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 Richard L. Royster and Janet C. Royster, his wife to Baltimore Federal Savings and Loan Association, dated February 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1098 folio 524.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Maryland - 21202

Le 9-6841

FILED

1963 DEC -9 AM 9:21

City and County Form.

LIBER 1098 PAGE 524

BOOK 153 PAGE 21

Equity No. 16,024

This Mortgage, Made this 13th day of February, in the year one thousand, nine hundred and fifty-seven, between RICHARD L. ROYSTER and JANET C. ROYSTER, his wife

of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHT THOUSAND NINE HUNDRED NINETY-FIVE AND 00/100ths ($8,995.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six (6%) per cent per annum in the manner following:

By the payment of Sixty-four and 45/100ths ($64.45) Dollars, commencing on the first day of April, 19 57., and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 30, Block A, as shown on a plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953 by James D. Hicks, Surveyor, and recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 12.

BEING the same lot of ground which by Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned byThe Wilco Holding Company unto the mortgagors herein.

FILED

1953 DEC -9 AM 9:21

2

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Ninety ($90.00) Dollars, payable half-yearly on the 29th days of May and November in each and every year.

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

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of $90.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

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

WITNESS:

Robert F. Nayden

ROBERT F. NAYDEN

Richard L. Royster (SEAL)

Richard L. Royster

(SEAL)

Janet C. Royster (SEAL)

Janet C. Royster

(SEAL)

4

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LIBER 1098 PAGE 527 BOOK 153 PAGE 24

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 13th day of February, 1957, before me, a Notary Public of said State, personally appeared Richard L. Royster and Janet C. Royster, his wife

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that they executed the same for the purposes therein contained, ~~as the duly authorized Vice President of said corporation by signing the name of the corporation by himself as Vice President~~ At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Robert F. Nayden

ROBERT F. NAYDEN Notary Public

ROBERT F. NAYDEN NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Feb. 14 1957 at 12.38 P.M.
Mailed to Callahan & Calwell

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

WALTER S. CALWELL,
Attorney Named in Mortgage

vs.

RICHARD L. ROYSTER AND
JANET C. ROYSTER, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

Application No. 43354
Written by EER
Approved by [illegible] Examiner
Ready for Record [illegible]

Equity 14,024

BOOK 153 PAGE 25

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
RICHARD L. ROYSTER AND	:	ANNE ARUNDEL COUNTY
JANET C. ROYSTER, HIS WIFE	:	In Equity - No. 14,024

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from Richard L. Royster and Janet C. Royster, his wife

to Baltimore Federal Savings and Loan Association

dated the 13th day of February 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No 1098 Folio 524

Amount of Mortgage	$8995.00	
Less - amount paid on principal	1452.01	
	7542.99	7542.99
Plus - interest to 11/19/63	174.78	65.24
	7717.77	7717.75
Less - balance in expense account	65.24	
	7652.53	

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 5th day of December 1963 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Eugene K. Reilly Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link

Clara M. Link, Notary Public

FILED

1963 DEC -9 AM 9:2

6

BOOK 153 PAGE 26

WALTER S. CALWELL, Attorney Named in Mortgage	:	
	:	IN THE CIRCUIT COURT
VS.	:	FOR
RICHARD L. ROYSTON AND JANET C. ROYSTON, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity) 16,024

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 5th day of December 1963 before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

(1) Said Defendant(s) are not in the Military Service of the United States of America;

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

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

(4) Said Defendant(s) are not a member(s) of the Enlisted Reserve Corps who ha been ordered to report for Military Service.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Charles E. Williams
Charles E.Williams Affiant
Vice President

FILED

1963 DEC -9 AM 9:21

7

No 16024 Equity

Mortgagee and Attorney's Bond.

1-369

BOOK 12 PAGE 281

BOOK 153 PAGE 27

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOND NO: 0466-0274-2506-63

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 SEVENTY-SEVEN HUNDRED AND NO/100 ----- ($7700.00) ----- 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 31st day of December 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 Richard L. Royster and Janet C. Royster, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 13th day of February nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1098, Folio 524, ~~and~~

Lot 30-Block A-Bodkins Plains- Anne Arundel County, Maryland

is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Clara M. Link
~~Attest:~~ Witness as to Surety:

J. McDuffie
J. McDuffie

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

NEW AMSTERDAM CASUALTY COMPANY

By William A. Weech
William A. Weech, Attorney-in-fact

3 day of January, 1964

8 Louis N. Phipps, Clerk

1964 JAN -3 [illegible]

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
RICHARD L. ROYSTER AND JANET C. ROYSTER, HIS WIFE	:	Equity No. 16024

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 6th day of January, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL S. & L. ASS'N.

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

FILED
1964 JAN -8 AM 9:05

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link Notary Public

9

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
RICHARD L. ROYSTER AND JANET C. ROYSTER, HIS WIFE	:	(In Equity)
	:	No. 16024

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated February 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1098 folio 524 from said Richard L. Royster and Janet C. Royster, 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 6th day of January, 1964 at 3.30 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 30, Block A, as shown on a Plat entitled "Second Revised Plat Bodkins Plains" dated February 1953 by James D. Hicks, Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1964 JAN -8 AM 9:05

10

BOOK 153 PAGE 30

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 Richard L. Royster and Janet C. Royster, his wife to Baltimore Federal Savings and Loan Association, dated February 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1098 folio 524 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Mon., Jan. 6, 1964
at 3:30 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, near Mountain Road, Pasadena Section, and described as follows:—

BEING known and designated as Lot No. 30, Block A, as shown on a plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953 by James D. Hicks, Surveyor, and recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 12, situate on the westerly side of Forest Drive, 5th house from dead-end of street.

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

Subject to the payment of an annual ground rent of $90.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consists of a one story frame dwelling, containing 5 rooms, 1 bath forced air oil 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. CALWELL
Attorney Named in Mortgage

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

J-2

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 Sixty-five Hundred ($6500.00) Dollars, subject to the payment of an annual ground rent of $90.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 7th day of January, 1963 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link, Notary Public

11

ORDER NISI

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

RICHARD L. ROYSTER AND
JANET C. ROYSTER, HIS WIFE

BOOK 153 PAGE 32
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 16,024 Equity

Ordered, this 8th day of January, 19 64, 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 17th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of February next.

The report states that the amount of sale was $6500.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell
(Final Order)

For the Maryland Gazette (Jan.16th Edition

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

RICHARD L. ROYSTER AND
JANET C. ROYSTER, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of February, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse
JUDGE.

FILED
1964 FEB 20 AM 9:18

12

CALLAHAN AND CALWELL
Solicito
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 Richard L. Royster, and Janet C. Royster, his wife to Baltimore Federal Savings and Loan Association, dated February 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1098 folio 524 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Mon., Jan. 6, 1964
at 3:30 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, near Mountain Road, Pasadena Section, and described as follows:—

BEING known and designated as Lot No. 30, Block A, as shown on a plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953 by James D. Hicks, Survevor, and recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 12, situate on the westerly side of Forcst Drive, 5th house from dead-end of street.

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

Subject to the payment of an annual ground rent of $90.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consists of a one story frame dwelling, containing 5 rooms, 1 bath forced air oil 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. CALWELL
Attorney Named in Mortgage

E. T. NEWELL & CO., INC.,
Auctioneer J-2

No. 13

OFFICE OF 16,024

Maryland Gazette

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

BOOK 153 PAGE 33

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 2, 1964

We hereby certify, that the annexed

Attorney's Sale

Richard L. Royster

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of January, 1964. The first insertion being made the 19th day of December, 1963.

1964 JAN -9

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 16,024 Equity

WALTER S. CALWELL, Attorney Named in Mortgage
versus
RICHARD L. ROYSTER and JANET C. ROYSTER, his wife

Ordered, this 8th day of January, 1964, 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 17th day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of February next.

The report states that the amount of sale was $6500.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

F-6

FILED
1964 FEB -7 AM 9:42

No. M. G. 1895

14

OFFICE OF

Maryland Gazette

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

BOOK 153 PAGE 34

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,024
Richard L. Royster

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of February, 1964. The first insertion being made the 16th day of January, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of BOOK 153 PAGE 35

Walter S. Calwell, Attorney Named in Mortgage

VS.

Richard L. Royster & wife

In the

Circuit Court

For

Anne Arundel County

No. 16,024 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 27th day of March, 1964, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps

Clerk

Per: L.H. Murphy, deputy

1964 MAR 30 PM 3:53

15

6

Dr. Mortgaged Real Estate of Richard L. Royster & Janet C. Royster, his wife

BOOK 153 PAGE 36

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

				Cr.	
By	Amount of Sale, as per Attorney's Report				
	of Sale filed		6,500 00		
	Interest, 6%, on deferred payment,				
	$6,000.00, from 1/6/64 to 2/21/64		50 90		
				6,550	90
To	Attorney, for fee, viz	90 00			
To	Attorney, for commission, viz	225 00			
			315 00		
To	Attorney, for Court costs, viz				
	Plaintiff's Solicitor, appearance fee	10 00			
	Clerk, Court costs	28 00			
	Auditor, this account	22 50			
			60 50		
To	Attorney, for expenses, viz				
	Capital-Gazette Press, Inc.				
	Advertising & Nisi - Sale	79 32			
	New Amsterdam Calualty Co. - bond	30 80			
	E. T. Newell & Co., Inc. - auctioneer's fee	25 00			
	Notary fees	1 25			
	Adjustment, ground rent, 11/29/63 to				
	1/6/64	9 50			
	Adjustment, taxes, from 1/1/64 to 1/6/64	3 00			
			148 87		
To	Baltimore Federal Savings & Loan Assoc.,				
	mortgagee, on account of mortgage claim	6,026 53			
			6,026 53		
				6,550	90
	Balance due on mortgage, as per claim filed	7,652 53			
	Interest, 6%, on principal balance,				
	$7,477.75, from 11/20/63 to 3/26/64	157 03			
		7,809 56			
	Credit amount allowed above	6,026 53			
	This amount subject to decree in personam	1,783 03			

BOOK 153 PAGE 37

HUGH K. HOLMES, ATTORNEY NAMED	*	IN THE
IN THE MORTGAGE,	*	CIRCUIT COURT FOR
Vs.	*	ANNE ARUNDEL COUNTY
ARTHUR O. JENKINS and	*	In Equity
RUTH JENKINS, His Wife	*	Equity No. 15,958
	*	

Mr. Clerk:

Please docket the above entitled case, and file the following enclosed Mortgage as Plaintiff's Exhibit "A":

Mortgage from Arthur O. Jenkins and Ruth Jenkins, his wife to North Anne Arundel Savings and Loan Association, Inc., dated February 25th., 1960, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1374, Folio 4.

Hugh K. Holmes,
Attorney named in Mortgage

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

FILED
1965 OCT 29 AM 11:51

City—County Direct Reduction Form

BOOK 1374 PAGE 4

Equity No. 15,958

BOOK 153 PAGE 38

This Mortgage, Made this 25th day of February, in the year one thousand, nine hundred and Sixty, between ARTHUR O. JENKINS and RUTH JENKINS, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagors, and NORTH ANNE ARUNDEL SAVINGS AND LOAN ASSOCIATION, INC. a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of FIVE THOUSAND EIGHT HUNDRED and-----00/100----- Dollars;

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6%) per annum in the manner following:

By the payment of SIXTY-FOUR and-----40/100----- Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid. which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum.

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

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

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

BEING KNOWN AND DESIGNATED AS Lots Nos. Thirteen (13) and Fourteen (14), Section A, in Laurel Acres, as the same are shown on the Plat of Laurel Acres that is duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 24 folio 24.

BEING the same property that was acquired by the said Mortgagors by virtue of the two following conveyances: (1) A Deed from George M. Sizelove and Dorothy P. Sizelove, his wife, dated July 12th., 1955, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 954 folio 340; and (2) a Deed from Ann Milholland, Widow, dated July 27th., 1959, and recorded among the said Land Records in Liber G. T. C. No. 1319 folio 237.

FILED

1963 OCT 29 AM 11:51

2

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

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

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

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagor s, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at

the rate of six per cent. (6 %) per annum from tne date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days. **In the event of any prepayment of the said mortgage debt, the Mortgagee reserves the right to charge a prepayment fee equal to three months' interest.**

BOOK 1374 PAGE 6

BOOK 153 PAGE 40

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

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or Hugh K. Holmes, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of One Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

WITNESS the hands and seals of the said Mortgagors.

BOOK 1374 PAGE 6-A

WITNESS:

M. L. Milbauer

Arthur O. Jenkins (SEAL)

Ruth Jenkins (SEAL)

(SEAL)

(SEAL)

STATE OF FLORIDA, COUNTY OF Pasco (Pasco), to wit:

I HEREBY CERTIFY that on this 25th day of February, 1960, before me, the subscriber, a Notary Public, of the State of Florida in and for Pasco County, personally appeared Arthur O. Jenkins and Ruth Jenkins, his wife, the above named Mortgagors,

and they acknowledged the aforegoing mortgage to be their respective act.

AS WITNESS my hand and Notarial Seal.

M. L. Milbauer, Notary Public.

My Commission expires

Notary Public, State of Florida at Large
My Commission Expires March 30, 1963
Bonded by American Surety Co. of N. Y.

4

BOOK 153 PAGE 41

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit: BOOK 1374 PAGE 6-B

I HEREBY CERTIFY, That on this 27th. day of February, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared GEORGE MISSEL, the President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

Marie A. Durner

Rec'd for record Mar 2 1960, at 2:39 P M. Marie A. Durner, Notary Public.

Mailed to Hugh K. Holmes. My Commission expires May 1st., 1961. 11cc

MORTGAGE

FROM

ARTHUR O. JENKINS and

RUTH JENKINS, His Wife,

TO

NORTH ANNE ARUNDEL SAVINGS

AND LOAN ASSOCIATION, INC.

BLOCK NO.

Received for Record 19

at o'clock M. Same day recorded in

Liber No. Folio etc.,

one of the Records of

and examined per

Cost of Record $ 11.00, Clerk.

HUGH K. HOLMES
Attorney at Law
Lake Shore, Pasadena P. O.,
Maryland.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1960 MAR -2 P 2:39 & RECORDED IN LIBER G C NO. 1374 FOLIO 4 GEO. T. CROSWELL, CLERK

The Daily Record Co. Print Baltimore, Md.—72

HUGH K. HOLMES, ATTORNEY NAMED	*	IN THE
IN THE MORTGAGE,	*	CIRCUIT COURT FOR
Vs.	*	ANNE ARUNDEL COUNTY
ARTHUR O. JENKINS and	*	In Equity
RUTH JENKINS, His Wife.	*	Equity No. 15,958
	*	

STATEMENT OF MORTGAGE DEBT

To: North Anne Arundel Savings and Loan Association, Inc., Mortgagee.

Account No. M-574.

Amount of Mortgage Loan, dated February 27, 1960	$ 5,800.00
Interest from 2/27/60 to 10/31/63	1,085.08
	$ 6,885.08
Less payments of principal and interest received	2,220.00
	$ 4,665.08
Less unexpended balance in Expense Account	69.59
	$ 4,595.49
Plus late charges applied	23.00
	$ 4,618.49
Current Balance Due	$ 4,618.49
Plus 1963 Taxes paid	133.73
Current Balance Due	$ 4,752.22

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 26th. 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 Hugh K. Holmes, the Executive Secretary of North Anne Arundel Savings and Loan Association, Inc., the holder of the Mortgage in this cause, and made oath in due form of law that the aforegoing Statement of Mortgage Debt is just and true, and shows the correct balance of the mortgage debt remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Margaret P. Holmes

Margaret P. Holmes, Notary Public.

My Commission expires May 3rd., 1965.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

FILED

1963 OCT 29 AM 11:51

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BOOK 153 PAGE 43

AFFIDAVIT OF NON-MILITARY SERVICE

Equity No. 15,958

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

I hereby certify that, on this 15th. day of October, 1963, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, HUGH K. HOLMES, (attorney named in Mortgage),

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.)
Arthor O. Jenkins and Ruth Jenkins, his wife,

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 15th. day of October, 1963.

Notarial Seal

Margaret P. Holmes

Margaret P. Holmes, *Notary Public.*

My Commission will expire on: May 3rd., 1965.

Filed,

1963 OCT 29 A 11:51

Sale of Real Estate—Md.

A STOCK COMPANY

BOOK 153 PAGE 44

BOOK 12 PAGE 210

"Old and Tried" Organized 1849

BOND No. 524840

Equity No. 15,958

Glens Falls

INSURANCE COMPANY

Glens Falls, N. Y.

Know All Men by these Presents:

THAT WE HUGH K. HOLMES, Attorney

as Principal, and GLENS FALLS INSURANCE COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE THOUSAND and--00/100-- Dollars, current money, 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, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 28th. day of October nineteen hundred and Sixty-Three

Whereas, by virtue of a power of sale contained in a mortgage from Arthur O. Jenkins and Ruth Jenkins, his wife to North Anne Arundel Savings and Loan Association, bearing date on or about the 25th. day of February nineteen hundred and Sixty the said Hugh K. Holmes, Attorney is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, ~~and the said~~ and the said Principal is about to execute said power and make sale of the property described as aforesaid in said mortgage;

Now the Condition of the above Obligation is such, That if the above bounden Hugh K. Holmes, Attorney named in the Mortgage, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Hugh K. Holmes (SEAL)

Hugh K. Holmes

(SEAL)

GLENS FALLS INSURANCE COMPANY

Bernard J. Holmes

Attorney

Bond approved this 29th day of October, 1963

Louis N. Phipps, Clerk

Form 15182

FILED

1963 OCT 29 AM 11:51

8

BOOK 153 PAGE 45

ATTORNEY'S SALE

of

VALUABLE IMPROVED FEE SIMPLE LOTS IN LAUREL ACRES, THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a mortgage from Arthur O. Jenkins and Ruth Jenkins, his wife, dated February 25th., 1960, to North Anne Arundel Savings and Loan Association, Inc., and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1374, Folio 4, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Monday, January 6th., 1964

at 11:00 O'CLOCK A. M.

All those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

BEING KNOWN AND DESIGNATED AS Lots Nos. Thirteen (13) and Fourteen (14), Section A, Laurel Acres, as the same are shown on the Plat of Laurel Acres that is duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, Folio 24.

BEING the same property that was acquired by the said Mortgagors by virtue of the two following conveyances: (1) A Deed from George M. Sizelove and Dorothy P. Sizelove, his wife, dated July 12th., 1955, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 954, Folio 340; and (2) a Deed from Ann Milholland, Widow, dated July 27th., 1959, and recorded among the said Land Records in Liber G. T. C. No. 1319, Folio 237.

The above property is improved by a masonry block dwelling.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to: HUGH K. HOLMES, Attorney named in mortgage, Lakeshore, Pasadena, Maryland

ROBERT H. CAMPBELL
Auctioneer

LAW OFFICES OF
HUGH K. HOLMES
LAKE SHORE
PASADENA MARYLAND

1963 DEC 10 AM 11:27

HUGH K. HOL[illegible]
Attorney at Law
Lake Shore
Pasadena, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE LOTS

IN LAUREL ACRES
THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a mortgage from Arthur O. Jenkins and Ruth Jenkins, his wife, dated February 25th, 1690, to North Anne Arundel Savings and Loan Association, Inc., and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1374, Folio 4, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Mon., Jan. 6, 1963
at 11:00 o'clock A.M.

All those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland.

BEING KNOWN AND DESIGNATED AS Lots Nos. Thirteen (13) and Fourteen (14). Section A. Laurel Acres, as the same are shown on the Plat of Laurel Acres that is duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, Folio 24.

BEING the same property that was acquired by the said Mortgagers by virtue of the two following conveyances: (1) A Deed from George M. Sizelove and Dorothy P. Sizelove, his wife, dated July 12th, 1955, and recorded among the Land Records of Anne Arundel County in Libert G.T.C. No. 954, Folio 340; and (2) a Deed from Ann Milholland, Widow, dated July 27th, 1959, and recorded among the said Land Records in Liber G.T.C. No. 1319, Folio 237.

The above property is improved by a masonry block dwelling.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

HUGH K. HOLMES
Attorney Named in Mortgage
Lakeshore
Pasadena, Maryland

ROBERT H. CAMBELL
Auctioneer

No. 10

OFFICE OF 15,958

BOOK 153 PAGE 46

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1964

We hereby certify, that the annexed

Attorney's Sale

Arthur O. Jenkins

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of January, 1964. The first insertion being made the 12th day of December, 1963

FILED
1964 JAN. 9
AM 10:44

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

HUGH K. HOLMES, ATTORNEY NAMED	BOOK 153 PAGE 47	IN THE
IN THE MORTGAGE,		CIRCUIT COURT FOR
Vs.		ANNE ARUNDEL COUNTY
ARTHUR O. JENKINS and		In Equity
RUTH JENKINS, His Wife.		Equity No. 15,958.

MARYLAND GAZETTE
December 12,1963

HUGH K. HOLMES
Attorney at Law
Lake Shore
Pasadena, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE LOTS

IN LAUREL ACRES
THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a mortgage from Arthur O. Jenkins and Ruth Jenkins, his wife, dated February 25th, 1690, to North Anne Arundel Savings and Loan Association, Inc., and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1374, Folio 4, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Mon., Jan. 6, 1963
at 11:00 o'clock A.M.

All those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland.

BEING KNOWN AND DESIGNATED AS Lots Nos. Thirteen (13) and Fourteen (14), Section A, Laurel Acres, as the same are shown on the Plat of Laurel Acres that is duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, Folio 24.

BEING the same property that was acquired by the said Mortgagers by virtue of the two following conveyances: (1) A Deed from George M. Sizelove and Dorothy P. Sizelove, his wife, dated July 12th, 1955, and recorded among the Land Records of Anne Arundel County in Libert G.T.C. No. 954, Folio 340; and (2) a Deed from Ann Milholland, Widow, dated July 27th, 1959, and recorded among the said Land Records in Liber G.T.C. No. 1319, Folio 237.

The above property is improved by a masonry block dwelling.

1964 JAN 20 P 9:55

LAW OFFICES OF
HUGH K. HOLMES
LAKE SHORE
PASADENA MARYLAND

AUCTIONEER'S CERTIFICATE

I hereby certify that I have on this 6th day of January, 1964, sold the property described in the attached advertisement of sale at and for the sum of $5700.00 to Dennis W. Fry ——— he being at that price the highest bidder therefor, and I further certify that the said sale was fairly made.

Robert H. Campbell, Auctioneer

PURCHASERS' AGREEMENT

I hereby certify that I have this 6th day of January, 1964, purchased the property described in the attached advertisement of sale from Hugh K. Holmes, Attorney named in the Mortgage, at and for the sum of $5700.00, and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Dennis W. Fry

Purchaser

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

HUGH K. HOLMES
Attorney Named in Mortgage
Lakeshore
Pasadena, Maryland

ROBERT H. CAMBELL
Auctioneer

BOOK 153 PAGE 49

HUGH K. HOLMES, ATTORNEY NAMED	o	IN THE
IN THE MORTGAGE,	o	CIRCUIT COURT FOR
Vs.	o	ANNE ARUNDEL COUNTY
ARTHUR O. JENKINS and	o	In Equity
RUTH JENKINS, His Wife	o	Equity No. 15,958

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 6th day of January, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Dennis W. Fry, the purchaser of the real property in the above captioned proceeding, and made oath as follows:

1. That he is not acting as Agent for any other person in connection with said purchase.
2. That no other persons are interested principals in the purchase of the said property.
3. That he has not directly or indirectly discouraged anyone from bidding for the said property.

Dennis W. Fry

Dennis W. Fry

I further certify that the said purchaser, Dennis W. Fry, affixed his signature to the above statement in my presence.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.

Henry M. Bachman

Henry M. Bachman, Notary Public

1964 JAN 20 PM 9:50

FILED

LAW OFFICES OF
HUGH K. HOLMES
LAKE SHORE
ASADENA MARYLAND

12

HUGH K. HOLMES, ATTORNEY NAMED	°	IN THE
IN THE MORTGAGE,	°	CIRCUIT COURT FOR
Vs.	°	ANNE ARUNDEL COUNTY
ARTHUR C. JENKINS and	°	In Equity
RUTH JENKINS, His Wife.	°	Equity No. 15,958
	°	

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Hugh K. Holmes, Attorney named in the mortgage, 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, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said Hugh K. Holmes, Attorney named in the Mortgage, did, pursuant to said notice on the 6th. day of January, 1964, at 11:00 O'Clock A. M., sell on the premises the aforesaid fee simple property unto Dennis W. Fry, at and for the sum of Five Thousand Seven Hundred Dollars, he having offered the greatest price therefor.

Hugh K. Holmes, Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 6th day of January, in the year One Thousand Nine Hundred Sixty-Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Hugh K. Holmes, Attorney named in the Mortgage and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.

Mary M. Shanks, Notary Public

FILED
1964 JAN 20 AM 9:59

LAW OFFICES OF
HUGH K. HOLMES
LAKE SHORE
PASADENA, MARYLAND

NOTARY PUBLIC
ANNE ARUNDEL COUNTY, MD.

13

ORDER NISI

HUGH K. HOLMES, ATTORNEY NAMED IN THE MORTGAGE

versus

ARTHUR O. JENKINS and RUTH JENKINS, His Wife

BOOK 153 PAGE 51

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,958 Equity

Ordered, this 20th day of January, 1964, That the sale of the property in these proceedings mentioned made and reported by Hugh K. Holmes, Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of February next.

The report states that the amount of sale was $5,700.00.

Louis N. Phipps, Clerk.

True Copy,
Hugh K. Holmes, Atty.

TEST: Clerk.
For the Maryland Gazette (Jan 23rd Edition.

(Final Order)

Hugh K. Holmes, Attorney Named in the Mortgage

versus

Arthur O. Jenkins, and Ruth Jenkins, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of February, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Lashar
JUDGE.

1964 FEB 25 PM 3:22

14

Sale of Real Estate—Md.

Ec ty No. 15,958

A STOCK COMPANY

BOOK 153 PAGE 52

BOOK 12 PAGE 308 Additional

BOND No. 524 843

"Old and Tried" Organized 1849

Glens Falls

INSURANCE COMPANY

Glens Falls, N.Y.

Know All Men by these Presents:

THAT WE HUGH K. HOLMES, Attorney

as Principal, and GLENS FALLS INSURANCE COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of ONE THOUSAND - - and - - 00/100 Dollars, current money, 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, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 28th. day of January nineteen hundred and Sixty-Four

Whereas, by virtue of a power of sale contained in a mortgage from Arthur O. Jenkins and Ruth Jenkins, his wife to North Anne Arundel Savings & Loan Association, Inc. bearing date on or about the 25th. day of February nineteen hundred and Sixty the said Hugh K. Holmes, Attorney is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, ~~and the said~~ ~~by duly recorded assignment assigned said mortgage unto the said Principal, for the purpose of foreclosure,~~ and the said Principal is about to execute said power and make sale of the property described as aforesaid in said mortgage;

Now the Condition of the above Obligation is such, That if the above bounden Hugh K. Holmes, Attorney named in Mortgage.

do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Hugh K. Holmes. (SEAL)

(SEAL)

GLENS FALLS INSURANCE COMPANY

Bernard J. Holmes. Attorney

Form 15182

FILED

1964 JAN 30 PM 1:18

Bond approved this 30th day of January 19 64

Louis N. Phipps, Clerk

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 15,958 EQUITY

HUGH K. HOLMES, ATTORNEY NAMED IN THE MORTGAGE

versus

ARTHUR O. JENKINS and RUTH JENKINS, His Wife

Ordered, this 20th day of January, 1964, That the sale of the property in these proceedings mentioned made and reported by Hugh K. Holmes, Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause of the contrary thereof be shown on or before the 24th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of February next.

The report states that the amount of sale was $5,700.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk

F-13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 53

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 14, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,958

Arthur O. Jenkins

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 February, 1964. The first insertion being made the 23rd day of January, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

1964 FEB 14 PM 4:03

No. M. G. 1735

14

In the Case of BOOK 153 PAGE 54

Hugh K. Holmes, Attorney Named in Mortgage

VS.

Arthur O. Jenkins & Ruth Jenkins, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,958 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 31st day of March, 1964, 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

1964 MAR 31 PM 4:05

17

18

Dr. Mortgaged Real Estate of Arthur O. Jenkins & Ruth Jenkins, his wife

BOOK 153 PAGE 55

In Acct. with Hugh K. Holmes, Attorney Named in Mortgage

				Cr.
By	Amount of Sale, as per Attorney's			
	Report of Sale filed		5,700 00	
By	Interest, 6%, on deferred payment,			
	$5,200.00, from 1/6/64 to 3/4/64		50 27	
By	Adjustment, 1964 taxes 1/6/64 to 12/31/64		142 45	
By	Adjustment, Fire Insurance premium		15 26	
				5,907 98
To	Attorney, for fee, viz	100 00		
To	Attorney, for commission, viz	202 51		
			302 51	
To	Attorney, for Court costs, viz			
	Plaintiff's Solicitor, appearance fee	10 00		
	Clerk, Court costs	31 50		
	Auditor, this account	25 00		
			66 50	
To	Attorney, for expenses, viz			
	Capital-Gazette Press, Inc.			
	Advertising & Nisi - sale	99 00		
	Speer Publications - handbills	18 03		
	Glens Falls Insurance Co. - bond	24 00		
	" " " " - fire ins.	20 34		
	Robert H. Campbell - auctioneer's fee	50 00		
	1964 taxes	145 01		
	½ Federal & State Revenue stamps	9 90		
	Notary Fees	1 00		
			367 28	
To	North Anne Arundel Savings & Loan Assoc.,			
	in full, for mortgage claim	4,752 22		
	Interest, 6%, from 10/31/63 to 3/30/64	118 80		
			4,871 02	
To	Arthur O. Jenkins & Ruth Jenkins, his			
	wife, Mortgagors, excess	300 67		
			300 67	

BOOK 153 PAGE 56

HUGH K. HOLMES, ATTORNEY NAMED	°	IN THE
IN THE MORTGAGE	°	CIRCUIT COURT FOR
Vs.	°	ANNE ARUNDEL COUNTY
JAMES W. BRADY and	°	In Equity
MARY V. BRADY, His Wife	°	Equity No. 16027

Mr. Clerk:

Please docket the above entitled case, and file the following enclosed Mortgage as Plaintiff's Exhibit "A".

Mortgage from James W. Brady and Mary V. Brady, his wife to North Anne Arundel Savings and Loan Association, Inc., dated October 4th., 1960, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1428, Folio 406.

Hugh K. Holmes
Attorney named in Mortgage

LAW OFFICES OF
HUGH K. HOLMES
LAKE SHORE
PASADENA, MARYLAND

FILED
1963 DEC 10 AM 11:28

City—County Direct Reduction Form

BOOK 153 PAGE 57

BOOK 1428 PAGE 406

16,027 Equity

PURCHASE MONEY

This Mortgage, Made this 4th. day of October, in the year one thousand, nine hundred and Sixty, between JAMES W. BRADY and MARY V. BRADY, his wife, of

of , in the State of Maryland, Mortgagors, and

NORTH ANNE ARUNDEL SAVINGS AND LOAN ASSOCIATION, INC.

a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of EIGHT THOUSAND and——00/100—— Dollars, being part of the purchase money for the property hereinafter described:

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6 %) per annum in the manner following:

By the payment of SIXTY and——66/100—— Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum.

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

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

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

BEGINNING FOR THE SAME at a pipe on the south side of a 15 foot right of way, said pipe being the following two courses and distances from the end of the third line of the conveyance from James A. Butler and Mary Butler, his wife, to Paul Parkey and Mae Parkey, his wife, by a Deed dated April 2nd., 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 641 folio 190 - South 04 degrees 13 minutes West 20.79 feet along the extension of said third line as corrected for magnetic difference to a pipe set where the south side of a 15 foot right of way intersects the west side of a 20 foot road; and North 61 degrees 40 minutes West 235.85 feet along the south side of said 15 foot right of way to said place of beginning; and running from thence with the west boundary of a lot to be conveyed to Frederick Miller, South 04 degrees 13 minutes West 155 feet to a pipe; thence leaving said Miller property, North 64 degrees 03 minutes West 293.46 feet to a pipe set on the east side of a proposed 30 foot County road; thence with said proposed road North 06 degrees 59 minutes East 165 feet to a pipe set where the south side of the first mentioned 15 foot right of way intersects the east side of said proposed 30 foot County Road; thence with the south side of said 15 foot right of way South 61 degrees 40 minutes East 289.95 feet to the place of beginning; containing one (1) Acre of land, more or less, as described by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors, in April, 1955.

TOGETHER WITH running water piped from a well on said hill, as well and pipes are now located, the water to be supplied in perpetuity.

BEING the same property that was conveyed unto the said Mortgagors by June S. Carmean (formerly June S. Little) and Arthur H. Carmean, her husband, by a Deed dated September 30th., 1960, and recorded, or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple; XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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

And the said Mortgagors , for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagor s, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at

the rate of six per cent. (6 %) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor s, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor s, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor s, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days. **In the event of any prepayment of the said mortgage debt, the Mortgagee reserves the right to charge a prepayment fee equal to three months' interest.**

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

AND the said Mortgagor s hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor s hereby also authorize the said Mortgagee, its successors or assigns or HUGH K. HOLMES, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of One Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor s, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

WITNESS the hand s and seal s of the said Mortgagor s.

WITNESS:

Margaret P. Holmes
Margaret P. Holmes, as to both.

James W. Brady (SEAL)
James W. Brady

Mary V. Brady (SEAL)
Mary V. Brady

(SEAL)

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 4th. day of October, 1960, before me, the subscriber, a Notary Public, of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared James W. Brady and Mary V. Brady, his wife, the above named Mortgagors,

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

AS WITNESS my hand and Notarial Seal.

400

Margaret P. Holmes
Margaret P. Holmes, Notary Public.
My Commission expires May 1st., 1961.

Rec'd for record Oct 5, 1960 at 3:14 P.M.
Mailed to Hugh K. Holmes

BOOK 153 PAGE 59

BOOK 1428 PAGE 408

BOOK 153 PAGE 60

HUGH K. HOLMES, ATTORNEY NAMED	*	IN THE
IN THE MORTGAGE,	*	CIRCUIT COURT FOR
Vs	*	ANNE ARUNDEL COUNTY
JAMES W. BRADY and	*	In Equity
MARY V. BRADY, His wife	*	Equity No. 16,027
	*	

STATEMENT OF MORTGAGE DEBT

To North Anne Arundel Savings and Loan Association, Inc., Mortgages.

Account No. M-601

Amount of Mortgage Loan Dated October 3, 1960	$ 8,000.00
Interest from 10-3-60 to 12-31-63	1,247.18
	9,247.18
Less payments of principal and interest received	1,465.21
	7,781.97
Less Unexpended balance in Expense Account	35.52
	7,746.45
Plus Late Charges applied	7.00
	7,753.45
Plus 1963 Taxes Paid	136.58
Current Balance Due	7,883.03

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 10th. day of December, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Hugh K. Holmes, the Executive Secretary of North Anne Arundel Savings and Loan Association, Inc., the holder of the Mortgage in this cause, and made oath in due form of law that the aforegoing Statement of Mortgage Debt is just and true, and shows the correct balance of the mortgage debt remaining due and unpaid.

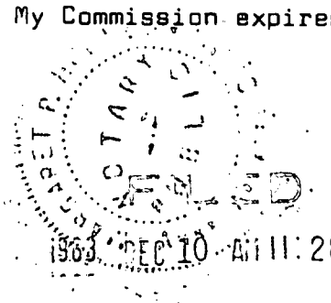
WITNESS my hand and Notarial Seal.

Margaret P. Holmes

Margaret P. Holmes, Notary Public.

My Commission expires May 3rd, 1965

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND



BOOK 153 PAGE 61

AFFIDAVIT OF NON-MILITARY SERVICE

16,027 Equity

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 10th. day of December, 19 63, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, GEORGE MISSEL, the President of the North Anne Arundel Savings and Loan Association, Inc.,

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

James W. Brady and Mary V. Brady, his wife,

~~and~~x 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 10th. day of December, 19 63.

Notarial Seal

Hugh K. Holmes, *Notary Public.*

My Commission will expire on: May 3rd., 1965.

Filed,

'63 DEC 10 AM 11:23

6

Sale of Real Estate—Md.

A STOCK COMPANY

Bond No. 524842

BOOK 153 PAGE 62

BOOK 12 PAGE 255

"Old and Tried" Organized 1849

Glens Falls

INSURANCE COMPANY

Glens Falls, N. Y.

16,027 Equity

Know All Men by these Presents:

THAT WE Hugh K. Holmes, Attorney

as Principal, and GLENS FALLS INSURANCE COMPANY, a body corporate of the State of New York and duly authorized to transact 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 and---00/100---

Dollars, current money, 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, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 10th. day of December nineteen hundred and Sixty-Three

Whereas, by virtue of a power of sale contained in a mortgage from James W. Brady and Mary V. Brady, his wife, to North Anne Arundel Savings and Loan Association, Inc., bearing date on or about the 4th. day of October nineteen hundred and Sixty the said Hugh K. Holmes, Attorney named in Mortgage is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, [illegible] and the said Principal is about to execute said power and make sale of the property described as aforesaid in said mortgage;

Now the Condition of the above Obligation is such, That if the above bounden Hugh K. Holmes, Attorney named in the Mortgage, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Hugh K. Holmes (SEAL)

(SEAL)

GLENS FALLS INSURANCE COMPANY

Bernard J. Holmes. Attorney

Form 15182.

Bond approved this 10 day of December, 1963

Louis N. Phipps, Clerk

FILED

1963 DEC 10 AM 11:28

7

BOOK 153 PAGE 63

16,027 Equity

ATTORNEY'S SALE

of

VALUABLE IMPROVED FEE SIMPLE PROPERTY NEAR GAMBRILLS, ST. MARY'S ROAD, FOURTH ELECTION DISTRICT

Under and by virtue of a power of sale contained in a mortgage from James W. Brady and Mary V. Brady, his wife, dated October 4th., 1960, to North Anne Arundel Savings and Loan Association, Inc., and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1428, Folio 406, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Monday, January 6th., 1964

at 2 :00 O'CLOCK P. M.

All that tract of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland,

BEGINNING FOR THE SAME at a pipe on the south side of a 15 foot right-of-way, said pipe being the following two courses and distances from the end of the third line of the conveyance from James A. Butler and Mary Butler, his wife, to Paul Parkey and Mae Parkey, his wife, by a Deed dated April 2nd., 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 641, Folio 190 - South 04 degrees 13 minutes West 20.79 feet along the extension of said third line as corrected for magnetic difference to a pipe set where the the South side of a 15 foot right-of-way intersects the West side of a 20 foot road; and North 61 degrees 40 minutes West 235.85 feet along the South side of said 15 foot right-of-way to said place of beginning; and running from thence with the West boundary of a lot to be conveyed to Frederick Miller, South 04 degrees 13 minutes West 155 feet to a pipe; thence leaving said Miller property, North 64 degrees 03 minutes West 293.46 feet to a pipe set on the East side of a proposed 30 foot County Road; thence with said proposed road North 06 degrees 59 minutes East 165 feet to a pipe set where the South side of the first mentioned 15 foot right-of-way intersects the East side of said proposed 30 foot County Road;

FILED

1963 DEC 10 AM 11:28

-1-

LAW OFFICES OF
HUGH K. HOLMES
LAKE SHORE
PASADENA, MARYLAND

8

thence with the South side of said 15 foot right of way South 61 degrees 40 minutes East 289.95 feet to the place of beginning; containing one (1) Acre of land, more or less, as described by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors, in April, 1955.

TOGETHER with running water piped from a well on said hill, as well and pipes are now located, the water to be supplied in perpetuity.

BEING the same property that was conveyed unto the said Mortgagors by June S. Carmean (formerly June S. Little) and Arthur H. Carmean, her husband, by a Deed dated September 30th., 1960, and recorded, or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

The above property is improved by a frame dwelling.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to: HUGH K. HOLMES, Attorney named in Mortgage, Lakeshore, Pasadena, Maryland.

ROBERT H. CAMPBELL
Auctioneer

LAW OFFICES OF
HUGH K. HOLMES
LAKE SHORE
PASADENA, MARYLAND

HUGH K. HO[illegible]ES
Attorney at Law
Lake Shore
Pasadena, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

NEAR GAMBRILLS, ST. MARY'S ROAD, FOURTH ELECTION DISTRICT

Under and by virtue of a power of sale contained in a mortgage from James W. Brady and Mary V. Brady, his wife, dated October 4th., 1960, to North Anne Arundel Savings and Loan Association, Inc., and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1428, Folio 406, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Mon., Jan. 6, 1964
at 2:00 O'clock P.M.

All that tract of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland,

BEGINNING FOR THE SAME at a pipe on the south side of a 15 foot right-of-way, said pipe being the following two courses and distances from the end of the third line of the conveyance from James A. Butler and Mary Butler, his wife, to Paul Parkey and Mae Parkey, his wife, by a Deed dated April 2nd, 1951, and recorded among the Land Records of Anne Arundel County in Liber No. J.H.H. No. 641, Folio 190 - South 04 degrees 13 minutes West 20.79 feet along the extension of said third line as corrected for magnetic difference

OFFICE OF 16,027

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 65

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1964

We hereby certify, that the annexed

Attorney's Sale

James W. Brady

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of January, 1964. The first insertion being made the 12th day of December, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

1964 JAN. 9 P 1:10

By H. Tilghman

to a pipe set where the South side of a 15 foot right-of-way intersects the West side of a 20 foot road; and North 61 degrees 40 minutes West 235.85 feet along the South side of said 15 foot right-of-way to said place of beginning; and running from thence with the West boundary of a lot to be conveyed to Frederick Miller, South 04 degrees 13 minutes West 155 feet to a pipe; thence leaving said Miller property, North 64 degrees 03 minutes West 293.46 feet to a pipe set on the East side of a proposed 30 foot County Road; thence with said proposed road North 06 degrees 59 minutes East 165 feet to a pipe set where the South side of the first mentioned 15 foot right-of-way intersects the East side of said proposed 30 foot County Road; thence with the South side of said 15 foot right of way South 61 degrees 40 minutes East 289.95 feet to the place of beginning; containing one (1) Acre of land, more or less, as described by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors, in April, 1955.

TOGETHER with running water piped from a well on said hill, as well and pipes are now located, the water to be supplied in perpetuity.

BEING the same property that was conveyed unto the said Mortgagors by June S. Carmean (formerly June S. Little) and Arthur H. Carmean, her husband, by a Deed dated September 30th., 1960, and recorded, or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

The above property is improved by a frame dwelling.

TERMS OF SALE: A cash deposti of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from ale of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to: HUGH K. HOLMES, Attorney named in Mortgage, Lakeshore, Pasadena, Maryland.

ROBERT H. CAMPBELL
Auctioneer

J-2

HUGH K. HOLMES, ATTORNEY NAMED IN THE MORTGAGE,

Vs.

JAMES W. BRADY and MARY V. BRADY, His Wife.

BOOK 153 PAGE 67

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity Equity No. 16,027

HUGH K. HOLMES
Attorney at Law
Lake Shore
Pasadena, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

NEAR GAMBRILLS, ST. MARY'S ROAD, FOURTH ELECTION DISTRICT

Under and by virtue of a power of sale contained in a mortgage from James W. Brady and Mary V. Brady, his wife, dated October 4th., 1960, to North Anne Arundel Savings and Loan Association, Inc., and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1428, Folio 406, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

Mon., Jan. 6, 1964
at 2:00 O'clock P.M.

All that tract of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland.

BEGINNING FOR THE SAME at a pipe on the south side of a 15 foot right-of-way, said pipe being the following two courses and distances from the end of the third line of the conveyance from James A. Butler and Mary Butler, his wife, to Paul Parkey and Mae Parkey, his wife, by a Deed dated April 2nd, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 641, Folio 190 — South 04 degrees 13 minutes West 20.79 feet along the extension of said third line as corrected for magnetic difference to a pipe set where the South side of a 15 foot right-of-way intersects the West side of a 20 foot road; and North 61 degrees 40 minutes West 235.65 feet along the South side of said 15 foot right-of-way to said place of beginning; and running from thence with the West boundary of a lot to be conveyed to Frederick Miller, South 04 degrees 13 minutes West 155 feet to a pipe; thence leaving said Miller property, North 64 degrees 03 minutes West 293.46 feet to a pipe set on the East side of a proposed 30 foot County Road;

LAW OFFICES OF
HUGH K. HOLMES
LAKE SHORE
PASADENA MARYLAND

AUCTIONEER'S CERTIFICATE

I hereby certify that I have on this 6th. day of January, 1964, sold the property described in the attached advertisement of sale at and for the sum of $8,000.00 xx to the North Anne Arundel Savings and Loan Association, Inc., — it being at that price the highest bidder therefor, and I further certify that the said sale was fairly made.

Robert H. Campbell, Auctioneer

PURCHASERS' AGREEMENT

We hereby certify that we have this 6th. day of January, 1964, purchased the property described in the attached advertisement of sale from Hugh K. Holmes, Attorney named in the Mortgage, at and for the sum of $8,000.00 xx, and we hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

North Anne Arundel Savings and Loan Assoc., Inc.:

By: _____
George Missel, President

_____
Purchaser

FILED

1964 JAN 20 AM 10: 07

thence with said proposed road North 06 degrees 59 minutes East 165 feet to a pipe set where the South side of the first mentioned 15 foot right-of-way intersects the East side of said proposed 30 foot County Road; thence with the South side of said 15 foot right of way South 61 degrees 40 minutes East 289.95 feet to the place of beginning; containing one (1) Acre of land, more or less, as described by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors, in April, 1955.

TOGETHER with running water piped from a well on said hill, as well and pipes are now located, the water to be supplied in perpetuity.

BEING the same property that was conveyed unto the said Mortgagors by June S. Carmean (formerly June S. Little) and Arthur H. Carmean, her husband, by a Deed dated September 30th., 1960, and recorded, or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

The above property is improved by a frame dwelling.

TERMS OF SALE: A cash deposti of $500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from ale of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to: HUGH K. HOLMES, Attorney named in Mortgage, Lakeshore, Pasadena, Maryland.

ROBERT H. CAMPBELL
Auctioneer

J-2

MARYLAND GAZETTE
December 12, 1963

BOOK 153 PAGE 69

HUGH K. HOLMES, ATTORNEY NAMED	o	IN THE
IN THE MORTGAGE,	o	CIRCUIT COURT FOR
Vs.	o	ANNE ARUNDEL COUNTY
JAMES W. BRADY and	o	In Equity
MARY V. BRADY, His Wife	o	Equity No. 16,027
	o	

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 6th. day of January, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George Missel, President of the North Anne Arundel Savings and Loan Association, Inc., and made oath in due form of law as follows:

1. That the said purchaser is not acting as Agent for any other person in connection with said purchase.

2. That no other persons are interested principals in the purchase of the said property.

3. That the said purchaser has not directly or indirectly discouraged anyone from bidding for the said property.

George Missel, President,
North Anne Arundel Savings and Loan Association, Inc.

I further certify that the said purchaser, George Missel, President of North Anne Arundel Savings and Loan Association, Inc. affixed his signature in my presence to the above statement.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.

Margaret P. Holmes
Margaret P. Holmes, Notary Public

RECORDED
1964 JAN 20 10:07

LAW OFFICES OF
HUGH K. HOLMES
LAKE SHORE
PASADENA MARYLAND

HUGH K. HOLMES, ATTORNEY NAMED	o	IN THE
IN THE MORTGAGE,	o	CIRCUIT COURT FOR
Vs.	o	ANNE ARUNDEL COUNTY
JAMES N. BRADY and	o	In Equity
MARY V. BRADY, His Wife	o	Equity No. 16,027
	o	

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Hugh K. Holmes, Attorney named in the mortgage, 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, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said Hugh K. Holmes, Attorney named in the Mortgage, did, pursuant to said notice on the 6th. day of January, 1964, at 2:00 O'Clock P. M., sell on the premises the aforesaid fee simple property unto the North Anne Arundel Savings and Loan Association, Inc., at and for the sum of Eight Thousand Dollars, they having offered the greatest price therefor.

Hugh K. Holmes

Hugh K. Holmes, Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 6th day of January, in the year One Thousand Nine Hundred Sixty-Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Hugh K. Holmes, Attorney named in the Mortgage, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.

Mary M. Shanks

Mary M. Shanks, Notary Public

LAW OFFICES OF HUGH K. HOLMES LAKE SHORE PASADENA, MARYLAND

MARY M. SHANKS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

FILED

1964 JAN 20 AM 10:07

13

ORDER NISI

HUGH K. HOLMES, ATTORNEY NAMED IN THE MORTGAGE

versus

JAMES W. BRADY and MARY V. BRADY, HIS WIFE

BOOK 153 PAGE 71
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 16,027 Equity

Ordered, this 20th day of January, 19 64, That the sale of the property in these proceedings mentioned made and reported by Hugh K. Holmes, Attorney named in the mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of February next.

The report states that the amount of sale was $8,000.00.

Louis N. Phipps Clerk.

True Copy,
Hugh K. Holmes, Atty.

TEST: Clerk.
For the Maryland Gazette (Jan. 23rd Edition)

(Final Order)

HUGH K. HOLMES, ATTORNEY NAMED IN THE MORTGAGE

versus

JAMES W. BRADY and MARY V. BRADY, His Wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of February, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse
JUDGE.

1964 FEB 25 PM 3:22

14

HUGH K. HOLMES, ATTORNEY NAMED	*	IN THE
IN THE MORTGAGE,	*	CIRCUIT COURT FOR
VS	*	ANNE ARUNDEL COUNTY
JAMES W. BRADY and	*	In Equity
MARY V. BRADY, His wife	*	Equity No. 16,027
	*	

AMENDED STATEMENT OF MORTGAGE DEBT

To North Anne Arundel Savings and Loan Association, Inc., Mortgagee.

Account No. M-601

Amount of Mortgage Loan dated October 3,1960	$ 8,000.00
Additional advance granted February 20,1963	227.88
Interest from 10-3-60 to 12-31-63	1,247.18
	9,475.06
Less payments of principal and interest received	1,465.21
	8,009.85
Less expended balance in expense account	35.52
	7,974.33
Plus late charges applied	7.00
	7,981.33
Plus 1963 taxes paid	136.58
Current Balance Due	8,117.91

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 18th day of January,1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Hugh K. Holmes, the Executive Secretary of North Anne Arundel Savings and Loan Association,Inc., the holder of the Mortgage in this cause, and made oath in due form of law that the aforegoing Amended Statement of Mortgage Debt is just and true, and shows the correct balance of the mortgage debt remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Margaret P. Holmes

Margaret P. Holmes, Notary Public

My Commission expires May 3rd.,1965

FILED

1964 JAN 20 AM 9:58

LAW OFFICES OF
HUGH K. HOLMES
LAKE SHORE
PASADENA MARYLAND

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,027 Equity

HUGH K. HOLMES, attorney named in the mortgage
versus
JAMES W. BRADY and MARY V. BRADY, his wife

Ordered, this 20th day of January, 1964, That the sale of the property in these proceedings mentioned made and reported by Hugh K. Holmes, Attorney named in the mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of February next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of February next.

The report states that the amount of sale was $8,000.00.

LOUIS N. PHIPPS Clerk

True Copy, TEST:
LOUIS N. PHIPPS Clerk

F-13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 73

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 14, 1964

We hereby certify, that the annexed Order Nisi Sale Eq. 16,027 James W. Brady

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of February, 1964. The first insertion being made the 23rd day of January, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FEB 14 PM 4:03

No. M. G. 1727

By H. Tilghman

In the Case of BOOK 153 PAGE 74

Hugh K. Holmes, Attorney Named in Mortgage

VS.

James W. Brady & Mary V. Brady, his wife

In the

Circuit Court

For

Anne Arundel County

No. 16,027 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 31st day of March, 1964, 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

1964 MAR 31 PM 4:12

1964 MAR 12 PM 3:39

17

18

Dr. Mortgaged Real Estate of James W. Brady & Mary V. Brady, his wife

BOOK 153 PAGE 75

In Acct. with Hugh K. Holmes, Attorney Named in Mortgage

						Cr.	
By	Amount of Sale, as per Attorney's Report						
	of Sale filed			8,000	00		
By	Interest, 6%, on deferred payment,						
	$7,500.00, from 1/6/64 to 3/4/64			72	50		
By	Adjustment, 1964 taxes, 1/6/64 to 12/31/64			147	95		
By	" , fire insurance premium			29	70		
						8,250	15
To	Attorney, for fee, viz	100	00				
To	" , commission, viz	272	18				
				372	18		
To	Attorney, for Court costs, viz						
	Plaintiff's Solicitor, appearance fee	10	00				
	Clerk, Court costs	29	50				
	Auditor, this account	22	50				
				62	00		
To	Attorney, for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	134	00				
	Speer Publications - handbills	18	03				
	Glens Falls Insurance Co. - bond	32	00				
	" " " " - fire ins.	39	60				
	Robert H. Campbell, Auctioneer's fee	50	00				
	1964 taxes	150	46				
	½ Federal & State Revenue stamps	13	20				
	Notary Fees	1	50				
				438	79		
To	North Anne Arundel Savings & Loan Assoc.,						
	Mortgagee, on account of mortgage claim	7,377	18				
				7,377	18		
						8,250	15
	Balance due on mortgage, as per claim fld.	8,117	91				
	Interest, 6%, thereon from 1/1/64 to						
	3/30/64	122	77				

		8,240	68					
	Credit amount allowed above	7,377	18					
	This amount subject to decree in personam	863	50					

BOOK 153 PAGE 77

V. CHARLES RINAUDO ASSIGNEE 2 W. Preston Street	*	IN THE CIRCUIT COURT OF
VS.	*	ANNE ARUNDEL COUNTY
ATWELL C. DODSON, JR. and BERTHA A. DODSON, his wife 415 Stewart Avenue	*	IN EQUITY No. 16,047 Equity

* * * * * *

Mr. Clerk:

Please docket the above entitled case and file Petitioner's Exhibit, "NUMBER ONE".

Richard D. Biggs, Attorney

FILED

1963 DEC 19 PM 1:05

To be filed in Equity Case No. 16,047.

CITY-COUNTY FORM—CONVENTIONAL

DO NOT INDEX IN CHATTELS
BOOK 1459 PAGE 421

No. 16,047 Equity

50462

BOOK 153 PAGE 78

THIS MORTGAGE, Made this 31 day of March, in the year one thousand, nine hundred and sixty-one, between ATWELL C. DODSON, JR. and BERTHA A. DODSON, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor, and the LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of TEN THOUSAND EIGHT HUNDRED ($10,800.00) ---------- Dollars, (being part of the purchase money for the property hereinafter described);

AND WHEREAS, said Mortgagor, has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6%) per annum in the manner following:

14470

By the payment of Sixty-nine and 59/100ths Dollars ($69.59) ---------- on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments shall be applied by the Mortgagee in the following order: (1) to the payment of interest, and (2) to the payment of the aforesaid principal sum, provided the Mortgagor is not in default on any other payments required under the terms of the Mortgage.

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

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

BEING known and designated as Lot No. 22, Block G, as shown on the Revised Plat of Fernbrook, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 29, folio 31. The improvements thereon being known as No. 415 Stewart Avenue.

BEING the same lot of ground described in an Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, from Richmer Realty Corporation to Atwell C. Dodson, Jr. and wife, the within named Mortgagors.

December 16, 1963

For Value Received Loyola Federal Savings and Loan Association hereby assigns the within mortgage unto V. Charles Rinaudo.

AS WITNESS the corporate seal of said body corporate and the signature of its Vice President, James H. Jones.

WITNESS:

Carolyn M. Bindeman

140139

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By James H. Jones

James H. Jones, Vice President

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1963 DEC 19 PM 1:06

2

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

To Have and to Hold the said lot of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of **Ninety-six Dollars ($96.00), payable in equal semi-annual installments on the 30** days of March and September in each and every year.

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire, windstorm or such other hazards as may be required by the Mortgagee for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable and to establish a fund to assure said payments, the Mortgagor shall pay to Mortgagee on the first day of each month one-twelfth of the yearly aggregate of such items. In the event the Mortgagor fails to make the payments or establish the fund, the Mortgagee, its successors or assigns, is hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same. It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor, his heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and

account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland, passed in the year 1955, or any amendments, re-enactments or supplements thereto; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing convenants or conditions for thirty days. If the mortgage debt is paid before maturity and the aggregate amount of all prepayments made in any one year exceeds 20 per centum of the original principal amount of the loan, 180 days' interest at the rate specified in this mortgage on the amount of such excess shall be paid to the Mortgagee. The Mortgagor covenants and agrees to pay a "late charge" not to exceed 4% of any payment which is not paid within 15 days of the due date thereof to cover the extra expenses involved in handling delinquent payments.

BOOK 1459 PAGE 423 BOOK 153 PAGE 80

And it is Agreed and Understood that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

And the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or Richard D. Biggs, its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situated; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of $108.00 Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the pural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the said Mortgagor.

WITNESS:

Regina Graham

Atwell C. Dodson, Jr. [SEAL]
Atwell C. Dodson, Jr.

Bertha A. Dodson [SEAL]
Bertha A. Dodson

[SEAL]

[SEAL]

4

5

ACKNOWLEDGMENT BOOK 1459 PAGE 424 BOOK 153 PAGE 81

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 31 day of March, 1961, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared ATWELL C. DODSON, JR. and BERTHA A. DODSON, his wife,

the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared Charles J. Fleury, Vice- President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal

REGINA GRAHAM NOTARY PUBLIC BALTIMORE, MD.

Regina Graham

Regina Graham Notary Public.

9 50

My commission expires , 19

Rec'd for record Mar. 6, 1961, at 10:08 A.M.
Mailed to State Title Co. Inc.

MORTGAGE

FROM

ATWELL C. DODSON, JR. and

BERTHA A. DODSON, his wife

TO

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record 19 at o'clock M. Same day recorded in Liber No. Folio etc., one of the Land Records of and examined per Clerk

Cost of Record, $9.50

STATE TITLE COMPANY INC.
2 W. Preston Street
Baltimore 1, Md.

Received for Record 19 Day of Dec 1963, at 4:15 P.M. and [illegible] day recorded [illegible] Liber 1459 Folio 424 [illegible] Records of [illegible]

LOUIS N. PHIPPS, Clerk

BOOK 153 PAGE 82

V. CHARLES RINAUDO
ASSIGNEE
2 W. Preston Street
Plaintiff

VS.

ATWELL C. DODSON, JR. and
BERTHA A. DODSON, his wife
415 Stewart Avenue

IN THE

CIRCUIT COURT OF

ANNE ARUNDEL COUNTY

IN EQUITY

No. 16,647 Equity

* * * * * *

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 16th day of December, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association, and made oath in due form of law that he knows the defendant herein and that to the best of his information, knowledge and belief:

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

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

(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act;

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

James H. Jones

James H. Jones, Affiant

Carolyn M. Bindman

Carolyn M. Bindman, Notary Public

FILED

1963 DEC 19 PM 1:06

BOOK 153 PAGE 83

V. CHARLES RINAUDO ASSIGNEE 2 W. Preston Street	*	IN THE CIRCUIT COURT OF
VS.	*	ANNE ARUNDEL COUNTY
ATWELL C. DODSON, JR. and BERTHA A. DODSON, his wife 415 Stewart Avenue	*	IN EQUITY No. 16,647 Equity

* * * * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Loyola Federal Savings and Loan Association under the mortgage from Atwell C. Dodson, Jr. and Bertha A. Dodson, his wife, to it dated the 3rd day of March, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1459 folio 421

Original Amount of Loan dated 3/3/61	$10,800.00	
Paid on Account of Principal	467.03	
Balance Due		$10,332.97
Property Expense Balance, Debit		142.12
		10,475.09
Interest from August 1, 1963 through December 30, 1963		258.30
		$10,733.39

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 16th day of December, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association, and made oath in due form of law that the foregoing is a just and true statement of the amount of the mortgage calim under the mortgage filed in the said cause now remaining due and unpaid.

Carolyn M. Bindeman, Notary Public

FILED

1963 DEC 19 PM 1:05

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

BOOK 12 PAGE 268

No. 16,647 Equity

BOOK 153 PAGE 84

V. Charles Rinaudo

versus

Atwell C. Dodson, Jr. and
Bertha A. Dodson, H/W

BOND OF TRUSTEE TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we,

V. Charles Rinaudo, 2 West Preston Street, Baltimore, Maryland 21201

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 Eleven Thousand and 00/100---------- Dollars ($11,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 16th day of December, in the year of our Lord one thousand, nine hundred and Sixty-Three

WHEREAS THE ABOVE BOUNDEN

V. Charles Rinaudo

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County ha been appointed trustee to sell 415 Stewart Avenue, Arnold, Maryland 21012 mentioned in the proceedings in the case of

V. Charles Rinaudo

versus

Atwell C. Dodson, Jr. and
Bertha A. Dodson, H/W

now pending in said Court.

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

V. Charles Rinaudo

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

Carolyn M. Bindeman ..... V. Charles Rinaudo (SEAL)

V. Charles Rinaudo

..... (SEAL)

..... (SEAL)

The Fidelity and Casualty Company of New York

Pamela Lehman

Pamela Lehman

By Earl W. Ussery

Earl W. Ussery, Attorney

Bond approved this 19th day of December, 1963

Louis N. Phipps, Clerk

63 DEC 19 PM 1:06

RICHARD D. BIC
Solicitor
2 W. Preston Street
Baltimore 1, Maryland

Assignee's Sale

OF VALUABLE LEASEHOLD PROPERTY

KNOWN AS
415 STEWART AVENUE
ARNOLD, MARYLAND

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

By virtue of the power and authority contained in a mortgage from Atwell C. Dodson, Jr., and Bertha A. Dodson, his wife, dated March 3, 1964 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1459 folio 421, the undersigned Assignee of said mortgage (default having occurred thereunder), will sell at public auction on the premises on

MONDAY, FEBRUARY 3, 1964 AT 1:00 O'CLOCK P.M.

the following property:

Being known and designated as Lot No. 22, Block G, as shown on the Revised Plat of Fernbrook, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 29, folio 31. The improvements being known as No. 415 Stewart Avenue.

Subject to an annual rent of Ninety-six Dollars ($96.00) payable on the 3rd days of March and September.

No.

The property is improved by a detached, frame split level containing six rooms, full basement and having hot-air, gas heating system.

TERMS OF SALE: A deposit of $500.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. All expenses including taxes, ground rents, special paving tax and Anne Arundel County Sanitary Charge, if any, to be adjusted to day of sale. The costs for state and federal revenue stamps to be borne entirely by purchaser or purchasers.

For further particulars, apply to

V. CHARLES RINAUDO
Assignee
2 W. Preston Street
Baltimore 1, Maryland
E. T. NEWELL AND CO.
Auctioneer

J-30

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 85

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 31, 1964

We hereby certify, that the annexed

Assignee's Sale

Atwell C. Dodson, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of February, 1964. The first insertion being made the 9th day of January, 1964

1964 FEB, 3 [illegible]

THE CAPITAL-GAZETTE PRESS, INC.

By T. Tilghman

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 3rd day of February, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Robert J. Schultze for Loyola Federal Savings and Loan Association, purchaser at the foreclosure sale in this cause, and made oath in due form of law (~~that he is the purchaser and purchased the same as principal and not as agent for anyone~~) (that he is the agent for the purchaser, Loyola Federal Savings and Loan Association,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Loyola Fed'l S/L Assn (SEAL)
Purchaser

William M White
Notary Public

FILED
1964 FEB -4 AM 11:59

10

BOOK 153 PAGE 87

V. CHARLES RINAUDO
Assignee

vs.

ATWELL C. DODSON, JR. and
BERTHA A. DODSON, his wife
415 Stewart Avenue

IN THE

CIRCUIT COURT OF

ANNE ARUNDEL COUNTY

IN EQUITY

No. 16,047 Equity

: : : : : : : : : :

REPORT OF SALE

The report of V. Charles Rinaudo, Assignee of a mortgage made by Atwell C. Dodson, Jr., and Bertha A. Dodson, his wife, to Loyola Federal Savings and Loan Association and duly assigned to V. Charles Rinaudo, Assignee, respectfully represents:

THAT acting under the power and authority conferred upon him in the said mortgage, which is duly recorded among the Land Records of Anne Arundel County in Liber GTC No. 1459 folio 421 and after having complied with all the requirements of law and default having been made by the said mortgagors in the covenants and conditions of the said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette, a newspaper published in ANNE ARUNDEL County, for at least three successive weeks, he did, pursuant to said notice, on the premises on Monday, February 3, 1964 at 1:00 o'clock P.M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

Your Assignee offered at public sale to the highest bidder the property mentioned in said mortgage, situate in Anne Arundel County, State of Maryland, and described as follows:

Being known and designated as Lot No. 22, Block G, as shown on the Revised Plat of Fernbrook, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 29, folio 31. The improvements being known as No. 415 Stewart Avenue.

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1964 FEB -4 AM 11:59

Ground Rent $96.00 Per Annum

Payable on the 3rd days of March and September.

AND your Assignee sold the above described property unto

Loyola Federal Savings and Loan Association

for the sum of $10,000.00, it being at that price the highest bidder therefore, the tersm being cash upon ratification of sale by the Court.

Respectfully submitted,

V. Charles Rinaudo

V. Charles Rinaudo, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of February, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared V. Charles Rinaudo, the Assignee mentioned in the aforegoing Report of Sale, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true, to the best of his knowledge and belief, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Carolyn M. Bindeman, Notary Public

12

ORDER NISI

V.CHARLES RINAUDO, Assignee

versus

ATWELL C. DODSON,JR. and

BERTHA A. DODSON, his wife

BOOK 153 PAGE 89

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,047 Equity

Ordered, this 4th day of February, 1964, That the sale of the property in these proceedings mentioned made and reported by V. Charles Rinaudo, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of March next.

The report states that the amount of sale was $ 10,000.00

Louis N. Phipps Clerk.

True Copy,
Richard D. Biggs, Atty.

TEST: Louis N. Phipps Clerk.
For the Maryland Gazette (Feb.6th Edition)

(Final Order)

V. CHARLES RINAUDO,Assignee

versus

ATWELL C. DODSON,JR. and

BERTHA A. DODSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of March, 19 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

V Brown Dunkerton
JUDGE.

1964 MAR 11 PM 3:43

13

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 16,047 EQUITY
V. CHARLES RINAUDO,
Assignee

Versus

ATWELL C. DODSON, JR. and
BERTHA A. DODSON, his wife

Ordered, this 4th day of February, 1964, That the sale of the property in these proceedings mentioned made and reported by V. Charles Rinaudo, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of March next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of March next.

The report states that the amount of sale was $10,000.00.

LOUIS N. PHIPPS
Clerk

True Copy, TEST:
LOUIS N. PHIPPS
Clerk

F-27

1964 MAR -2 AM 9:39

FILED

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 90

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 28 1964

We hereby certify, that the annexed Order Nisi Sale Eq 16,047 Atwell C. Dodson, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of March, 1964. The first insertion being made the 6th day of February, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 2235

14

In the Case of BOOK 153 PAGE 91

V. Charles Rinaudo

VS.

Atwell C. Dodson, Jr. & Bertha A. Dodson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 16,047 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
1964 MAR 16 PM 3:52

All of which is respectfully submitted.

Charles A. Anderson, Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 1st day of April, 1964, 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. Phippen
Clerk
Per: A Jankauski, deputy

FILED
1964 APR -1 PM 4:25

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Dr. Mortgaged Real Estate of Atwell C. Dodson, Jr. & Bertha A. Dodson, his wife

BOOK 153 PAGE 92

In Acct. with V. Charles Rinaudo, Assignee

						Cr.	
By	Amount of Sale, as per Assignee's Report of Sale filed			10,000	00		
By	Interest, 6%, on deferred payment, $9,500.00, from 2/3/64 to 3/10/64			56	25		
						10,056	25
To	Assignee, for fee, viz	108	00				
To	" , for commission, viz	330	00				
				438	00		
To	Assignee, for Court costs, viz						
	Plaintiff's Solicitor, appearance fee	10	00				
	Clerk, Court costs	28	00				
	Recording fee, Assignment of Mortgage	1	00				
	Auditor, this account	22	50				
				61	50		
To	Assignee, for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	95	52				
	Sunpapers - Advertising - sale	31	10				
	Fidelity & Casualty Co. of N. Y. - bond	44	00				
	E. T. Newell & Co., Inc. - auctioneer's fee	25	00				
	Adjustment, Ground rent, 9/3/63 to 2/3/64	40	00				
	Notary fees	2	00				
				237	62		
To	Loyola Federal Savings & Loan Assoc., Mortgagee, on account of mortgage claim	9,319	13				
				9,319	13		
						10,056	25
	Balance due on mortgage as per claim filed	10,733	39				
	Interest, 6%, on principal balance, $10,475.09, from 1/1/64 to 3/30/64	157	13				
		10,890	52				

Credit amount allowed above	9,319	13
This amount subject to decree in personam	1,571	39

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOHN G. HAFNER, JR., and MARY E. HAFNER, his wife : BOOK 153 : PAGE 94 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 15,928 EQUITY

. . . . . .

ORDER TO DOCKET SUIT

Mr. Clerk:

Please file the original mortgage in this Foreclosure suit.

Michael Demyan

Michael Demyan
Assignee for the purpose of
Foreclosure
16 Crain Highway, S. W.
Glen Burnie, Maryland
SOuthfield 6 - 6340

FILED
1963 OCT 16 AM 11:18

MORTGAGE FEE—CITY OR COUNTY—Form 16.

Equity
No. 15,928

PURCHASE MONEY BOOK 1621 PAGE 188 BOOK 153 PAGE 95

1st of 2

THIS MORTGAGE, Made this 19th day of July

in the year nineteen hundred and sixty two by and between

JOHN G. HAFNER, Jr. and MARY E. HAFNER, his wife,

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

THEARON McDARIS,
OF Anne Arundel County , Mortgagee , of the second part:

Whereas, the said Mortgagors are justly indebted to theMortgagee in the full sum of Thirty Five Hundred ($3,500.00) Dollars, which they have agreed to repay in one hundred and ten (110) consecutive monthly installments of Forty Dollars each, commencing on August 1,1962 and continuing on the same date of each month thereafter until said sum is paid in full, with interest after maturing of the entire balance as herein provided at the rate of 6% per annum, and to secure the payment of which this Mortgage is executed.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said JOHN G. HAFNER, Jr. and MARY E. HAFNER, his wife,

do grant and convey unto THEARON McDARIS, HIS - heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Fourth Election District of Anne Arundel County aforesaid, and described as follows, to wit:—Beginning for the same at an iron pipe heretofore set at the end of the South 73° 59' East 234.09 foot line of a conveyance from Margaretta P. Smith and John W. Smith to Russell R. Rogers and Lena Grace Rogers, his wife, by deed dated January 19,1960 and recorded among the Land Records of Anne Arundel County immediately prior hereto; and running thence with part of the outline of said conveyance, South 04° 54' West 116.60 feet to an irom pipe now set; thence leaving the said outline and running across the whole parcel, as conveyed to Russell R. Rogers and wife, North 76° 44' West 264.45 feet to intersect the Westmost line of the said conveyance; thence running with the said Westmost line, North 19° 25' East 1 127.27 feet to an iron pipe now set; thencecontinuing with the outline of the said conveyance and running South 73° 59' East 234.09 feet to the place of beginning. Containing 0.697 acres of land, more or less.

BEING a part of the property that was conveyed by Margaretta P. Smith and John W. Smith, her husband, to Russell R. Rogers and Lena Grace Rogers, his wife, by deed dated January 19, 1960, and recorded among the Land Records of Anne Arundel County in Liber E.G.O 1582, folio 477.

TOGETHER with a right-of-way as described in a deed from Thearon McDaris and to John G. Hafner, Jr. and Mary E. Hafner, his wife, dated July 19 , 1962 and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County.

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2

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of
heirs and assigns, forever.

Provided, that if the said John G. Hafner, Jr. and Mary E. Hafner, his wife, their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of THIRTY FIVE HUNDRED ($3,500.00) dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorize the said Mortgagee , personal representatives, or assigns, or Walton D. Wilson duly authorized Attorney or Agent

of the said Mortgagee , his personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

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

And the said part of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Thirty Five Hundred ($3,500.00) dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee , executors, administrators or assigns, to the extent of lien or claim hereunder.

Witness hand and seal

TEST:

Michael Demyan
MICHAEL DEMYAN

John G Hafner Jr
John G. Hafner, Jr. [SEAL]

Mary E Hafner
Mary E. Hafner [SEAL]

[SEAL]

State of Maryland, Anne Arundel County , ss:

I Hereby Certify, that on this 19th day of July in the year one thousand nine hundred and sixty two before me, a notary public of the State of Maryland, in and for the Anne Arundel County aforesaid, personally appeared John G. Hafner, Jr. and Mary E. Hafner, his wife

the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Thearon McDaris, Mortgagee

and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

MICHAEL DEMYAN NOTARY PUBLIC ANNE ARUNDEL CO.

7.50

Rec'd for record Dec. 18, 1962 at 1:59 P.M. Michael Demyan

Mailed to Michael Demyan MICHAEL DEMYAN

4

 July 30,1963

The mortgagee, Theron McDaris, does hereby assign the within mortgage unto Michael Demyan, Esquire for the purposes of foreclosure.

Witness my hand and seal.

Witness:

Betty K. Harris

Betty K. Harris

Thearon McDaris

Thearon McDaris

PURCHASE MONEY

MORTGAGE

FROM

JOHN G. HAFNER, JR.,

MARY E. HAFNER, his wife

TO

THEARON McDARIS

General Delivery

Ft. McCoy, Florida

0.697 Acre of Land, More or Less,

~~BLOCK NO.~~ xxxxxxxxxxxxxx

Fourth Election District of Anne Arundel County, State of Maryland

Received for Record _____ 19__ at ____ o'clock ____ M. Same day recorded in Liber ____ No. ____ Folio ____ &c., ____ Records of ____ and examined per ____ Clerk.

Cost of Record, $ 16.70

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1962 DEC 18 PM 1:59 IN LIBER NO. 1621 FOLIO 188 LOUIS M. [illegible], CLERK

MICHAEL DEMYAN
Attorney-[illegible]
16 CRAIN HIGHWAY, S.W.
GLEN BURNIE, MARYLAND
SOuthfield 6-[illegible]

THE DAILY RECORD CO., BALTIMORE, MD.

5

IN THE MATTER OF THE	BOOK 153 PAGE 99	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
JOHN G. HAFNER, JR., and	:	ANNE ARUNDEL COUNTY
MARY E. HAFNER, his wife	:	NO. 15,928 EQUITY

STATEMENT OF ACCOUNT

RE: Contract of Sale Dated: June 4, 1962

Between: Thearon McDaris, Widower and John G. Hafner, Jr. and Mary E., Wife

On Property, 1 acre, more or less, situate N/S Ridge Road, 5th Election District, Anne Arundel County, Maryland.

Sales Price (June 4, 1962)		$4,000.00
Less: Deposit		500.00
Balance		3,500.00
Insurance Premium		34.56
Insurance Payment (Credit)		- 34.56
		3,500.00
Credit 9/5/62		- 5.44
Interest: June, July, 1962		35.00
		3,529.56
Payment: 10/12/62 - Credit		- 40.00
Interest: August, Sept., 1962		36.00
		3,525.56
Payment: 11/20/62 - Credit		- 40.00
Interest: October, November, 1962		36.00
		3,521.56
Interest: December, 1962	$18.00	
January, 1963	18.00	
Feb., 1963	18.00	
March, 1963	18.00	
April, 1963	18.00	
May, 1963	18.00	
June, 1963	18.00	
July, 1963	18.00	
August, 1963	18.00	
Sept., 1963	18.00	180.00
TOTAL DUE		$3,701.56

FILED 1963 OCT 16 AM 11:18

Sept. 27, 1963

Thearon McDaris

Thearon McDaris, Affiant

STATE OF FLORIDA, Marion County, to wit:

I HEREBY CERTIFY, that on this 5th day of October, 1963, before me, the subscriber, a Notary Public of the State of Florida, in and for the county aforesaid, personally appeared Thearon McDaris, and he made oath in due form of law that the aforegoing Statement of Account is true and correct as shown.

WITNESS my hand and Notarial Seal.

Edna T. Williams

Edna T. Williams Notary Public

6

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOHN G. HAFNER, JR., and MARY E. HAFNER, his wife

BOOK 153 PAGE 100

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 15,928 EQUITY

MILITARY AFFIDAVIT

STATE OF ~~MARYLAND, ANNE ARUNDEL COUNTY~~ FLORIDA, Marion COUNTY, to wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Thearon McDaris and made oath in due form of law that he (~~she~~) knows the defendant herein, and that to the best of his (~~her~~) knowledge, information and belief

(1) said 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.

Thearon McDaris

Thearon McDaris
Affiant

Subscribed and sworn to before me this 5th day of October 1963.

Edna T. Williams

Edna T. Williams
Notary Public

Notary Public State of Florida at large
My Commission Expires Aug. 31, 1964

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1963 OCT 16 AM 11:18

7

15,928

MICHAEL DEMVAN
Attorney
16 Crain Highway, S. W.
Glen Burnie, Maryland

Assignee's Mortgage Sale

of

Imroved Fee Simple Property

COMPRISING 0.697 Acre of Land, more or less, situate in the Fifth Election District of Anne Arundel County.

Property located on the north side of Ridge Road, Hanover, Fifth Election District of Anne Arundel County, Maryland.

UNDER and by virtue of the power of sale contained in the mortgage from John G. Hafner, Jr., and Mary E. Hafner, his wife, dated July 19, 1962, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1621, folio 188, the undersigned as Assignee of said mortgage (default having occurred thereunder) will sell at public auction at the Court House Door, Annapolis, Maryland on

Wed., Nov. 13, 1963
at 11 O'clock A.M.

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

BEGINNING for the same at an iron pipe heretofore set at the end of the South 73 degrees 59' East 234.09 foot line of a conveyance from Margaretta P. Smith and John W. Smith to Russell R. Rogers and Lena Grace Rogers, his wife, by deed dated January 19, 1960, and recorded among the Land Records

No 8

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 101

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 11, 1963

We hereby certify, that the annexed

Assignee's Mortgage Sale

John G. Hafner, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of November, 1963. The first insertion being made the 24th day of October, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 NOV 12 AM 9:43

By H. Tilghman

of Anne Arundel County immediately prior hereto; and running thence with part of the outline of said conveyance, South 04 degrees 54' West 116.60 feet to an iron pipe now set; thence leaving the said outline and running across the whole parcel, as conveyed to Russell R. Rogers and wife, North 76 degrees 44' West 264.45 feet to intersect the Westmost line of the said conveyance; thence running with the said Westmost line, North 19 degrees 25' East 127.27 feet to an iron pipe now set; thence continuing with the outline of the said conveyance and running South 73 degrees 59' East 234.09 feet to the place of beginning. Containing 0.697 acres of land, more or less.

BEING a part of the property that was conveyed by Margaretta P. Smith and John W. Smith, her husband, to Russell R. Rogers and Lena Grace Rogers, his wife, by deed dated January 19, 1960, and recorded among the Land Records of Anne Arundel County in Liber E.G.O., 1582, folio 477.

TOGETHER with a right-of-way as described in a deed from Thearon McDaris to John G. Hafner, Jr., and Mary E. Hafner, his wife, dated July 19, 1962, and recorded among the Land Records of Anne Arundel County in Liber L.N.P., 1621, folio 186.

IMPROVEMENTS: A small one-story dwelling.

TERMS OF SALE: A cash deposit of $300.00 or certified check will be required of the purchaser at the time and place of sale; the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County; the unpaid purchase money to bear interest from the date of sale to the date of settlement. Taxes and other public charges, if any, to be adjusted to the date of sale.

MICHAEL DEMYAN
Assignee

ROBERT H. CAMPBELL
Auctioneer

N-7

ROYAL INDEMNITY COMPANY

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

BOOK 12 PAGE 228

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

No. 15,928 Equity

Bond No. 400072

BOND

BOOK 153 PAGE 103

KNOW ALL MEN BY THESE PRESENTS: That we, Michael Demyan, 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 Dollars, ($4,000.00), current money, to be paid to the State of Maryland, or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us or each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 6th day of November, 1963.

WHEREAS, under and by virtue of the power and authority vested in the said Michael Demyan, as Assignee of a mortgage for the purpose of foreclosure of a certain Mortgage recorded among the Mortgage Records of Anne Arundel County, from John G. Hafner, Jr. and Mary E. Hafner, His Wife, to Thearon McDaris, (the Mortgagor 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, Case Number 15928.

NOW THEREFORE, the condition of the above obligation is such, that if the above bonded Michael Demyan, does and shall well and faithfully perform the trust reposed in him as Assignee 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:

J. Gordon Fitzhugh

Michael Demyan (SEAL)
MICHAEL DEMYAN

The above bond is this 12th day of November at 2:38 o'clock P.M. approved.

Louis N. Phipps Clerk

ROYAL INDEMNITY COMPANY

BY: [illegible]
ATTORNEY-IN-FACT

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IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOHN G. HAFNER, JR., and MARY E. HAFNER, his wife : BOOK 153 PAGE 104 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 15,928 EQUITY

. . . . . .

AGREEMENT AND AFFIDAVIT OF PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 13th day of November, 1963, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Anna Koltko, who first being duly sworn, made oath in due form of law as follows:

1. That she has purchased the property sold at public auction in the above entitled cause at and for the sum of $2,000.00; a deposit of $300.00 made at the time and place of sale; and agreed to comply with the terms of sale as set forth in the advertisement of sale; said sale was fairly made.

2. That she was not acting for anyone as agent and had made the purchase for her own use and benefit.

3. That there are no other persons who are interested as principals.

4. That the purchaser has not directly or indirectly discouraged anyone from bidding for said property. Said sale was made to the highest bidder therefor.

WITNESS my hand and Notarial Seal.

WITNESS:

Betty K. Harris
BETTY K. HARRIS
Notary Public

Anna Koltko
Anna Koltko

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1963 NOV 14 AM 10:08

10

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOHN G. HAFNER, JR., and MARY E. HAFNER, his wife	BOOK 153 PAGE 105 : : :	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 15,928 EQUITY

. . . . . .

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Michael Demyan, Assignee for the purpose of foreclosure of a mortgage dated July 19, 1962, from John G. Hafner, Jr., and Mary E. Hafner, his wife, and filed in this proceeding, said cause pending, respectfully shows:

1. That after giving a Bond with surety for the faithful discharge of his trust, 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, the said Michael Demyan, under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) and pursuant to said notice on the 13th day of November, 1963, at 11:00 o'clock A. M., at the Court House Door, then and there sold the property described in said mortgage, which property is more particularly described as follows:

BEGINNING for the same at an iron pipe heretofore set at the end of the South 73° 59' East 234.09 foot line of a conveyance from Margaretta P. Smith and John W. Smith to Russell R. Rogers and Lena Grace Rogers, his wife, by deed dated January 19, 1960, and recorded among the Land Records of Anne Arundel County immediately prior hereto; and running thence with part of the outline of said conveyance, South 04° 54' West 116.60 feet to an iron pipe now set; thence leaving the said outline and running across the whole parcel, as conveyed to Russell R. Rogers and wife, North 76° 44' West 264.45 feet to intersect the Westmost line of the said conveyance; thence running with the said Westmost line, North 19° 25' East 127.27 feet to an iron pipe now set; thence continuing with the outline of the said conveyance and running South 73° 59' East 234.09 feet to the place of beginning. Containing 0.697 acres of land, more or less.

BEING a part of the property that was conveyed to Margaretta P. Smith and John W. Smith, her husband, to Russell R. Rogers and Lena Grace Rogers, his wife, by deed dated January 19, 1960, and recorded among the Land Records of Anne Arundel County in Liber E.G.O. 1582, folio 477.

TOGETHER with a right-of-way as described in a deed from Thearon McDaris to John G. Hafner, Jr., and Mary E. Hafner, his wife, dated July 19, 1962, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1621, folio 186.

TERMS OF SALE: Three Hundred Dollars ($300.00) cash deposit or certified check required at time of sale and balance in cash upon ratification by the

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1963 NOV 14 AM 10:07

Circuit Court for Anne Arundel County, with interest at 6% from day of sale; taxes and other expenses to be adjusted to date of sale.

The said property was sold, as aforesaid, to Anna Koltko - - - - - - - - - - - - - - - - , at and for the sum of Two Thousand - - - - - - - - - - - - - - Dollars, the said purchaser being then and there the highest bidder.

Michael Demyan

Michael Demyan, Assignee
16 Crain Highway, S. W.
Glen Burnie, Maryland
SOuthfield 6 - 6340

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 13th day of November, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Michael Demyan and made oath in due form of law that the matters and facts above recited are true and that the said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Betty K. Harris

BETTY K. HARRIS
Notary Public

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ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF JOHN G. HAFNER, JR
and MARY E. HAFNER, his wife
~~wife~~

BOOK 153 PAGE 107
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 15,928 Equity

Ordered, this 14th day of November, 19 63, That the sale of the property in these proceedings mentioned made and reported by Michael Demyan, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23 day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of December next.

The report states that the amount of sale was $ 2,000.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Michael Demyan, Atty.

For the Maryland Gazette (Nov.21 Edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF JOHN G. HAFNER, JR.,
and MARY E. HAFNER, his wife
~~wife~~

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of December, 1963 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse JUDGE.

FILED
1963 DEC 27 AM 9:26

13

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,928 Equity

In the Matter of the Mortgaged Real Estate of JOHN G. HAFNER, JR. and MARY E. HAFNER, his wife

Ordered, this 14th day of November, 1963 That the sale of the property in these proceedings mentioned made and reported by Michael Demyan, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of December next.

The report states that the amount of sale was $2,000.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
D-12

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DEC 19 PM 12:47

No. M. G. 2325

14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 108

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 18, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,928

John G. Hafner, 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 23rd day of December, 1963. The first insertion being made the 21st day of November, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 153 PAGE 109

In the Case of

The Mortgaged Real Estate of John G. Hafner Jr. & Mary E. Hafner, his wife

vs.

In the

Circuit Court

For

Anne Arundel County

No. 15,928 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 31st day of March, 1964, 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

15

16

Dr. Mortgaged Real Estate of John G. Hafner, Jr. & Mary E. Hafner, his wife

BOOK 153 PAGE 110

In Acct. with Michael Demyan, Assignee

				Cr.
By	Amount of Sale, as per Assignee's Report of Sale filed		2000 00	
By	Interest, 6%, on deferred payment, $1700.00, from 11/13/63 to 3/5/64		31 66	
By	Adjustment, 1964 taxes 3/5/64 to 12/31/64		45 51	
				2077 17
To	Assignee, for Commission, viz	93 00		
			93 00	
To	Assignee, for Court costs, viz			
	Plaintiff's Solicitor, appearance fee	10 00		
	Clerk, Court costs	28 00		
	Auditor, this account	22 50		
			60 50	
To	Assignee, for expenses, viz			
	Capital-Gazette Press, Inc.			
	Advertising & Nisi - sale	99 00		
	Royal Indemnity Co. - bond	16 00		
	Robert H. Campbell, Auctioneer's fee	35 00		
	½ Federal & State Revenue stamps	3 30		
	1963 & 1964 taxes	68 93		
			222 23	
To	Thearon McDaris, Mortgagee, on account of mortgage claim		1701 44	
				2077 17
	Balance due on mortgage as per claim filed	370156		
	Interest, 6%, on principal balance, $3521.56, from 9/30/63 to 3/30/64	10563		
		380719		
	Credit amount allowed above	170144		
	This amount subject to decree in personam	210575		

GEORGE C. BAST, JR.,	:	IN THE CIRCUIT COURT
ASSIGNEE OF MORTGAGE.	:	FOR ANNE ARUNDEL
vs.	:	COUNTY.
BILLY M. McCARROLL AND	:	
FRANCES B. McCARROLL, HIS WIFE.	:	IN EQUITY

No. 15,986 Equity

MR. CLERK:

Please docket the above entitled case and file the attached Mortgage as "PETITIONER'S EXHIBIT NO. 1".

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

FILED
1963 NOV 18 AM 11:33

This Mortgage, Made this 25th. day of January, in the year one thousand, nine hundred and sixty-one, between - - - - - - - - - - - - - - - - - - BILLY M. McCARROLL and FRANCES B. McCARROLL, his wife - - - - - - - - - - - - - - - - -

of Anne Arundel County, in the State of Maryland, Mortgagor , and the BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors , being members of said body corporate, has received therefrom an advance of Seven thousand ($7,000.00) - Dollars, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6%) per annum in the manner following:

By the payment of FIFTY NINE DOLLARS AND SEVEN CENTS ($59.07) - - - - - - - - on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) towards the payment of the aforesaid principal sum, provided the Mortgagor is not in default on any other payments required under the terms of this mortgage.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, in fee simple all that lot of ground situate and lying in Anne Arundel County in said State, and described as follows:

KNOWN AND DESIGNATED as Lot No. 6, as shown on a Plat of the Subdivision of the Morsell Property, Point Pleasant, Fifth District, Anne Arundel County in Cabinet 2, Rod E-8, Plat 10, now in Plat Book 18 folio 4.

Subject to restrictions, conditions, covenants and agreements of record affecting said property.

Being the same lot of ground 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 William C. Morsell and wife unto the within named mortgagors.

"PETITIONER'S EXHIBIT NO. 1"

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This mortgage shall also secure future advances to be made at the Mortgagee's option, as provided and in pursuance of Chapter 178 of the Laws of Maryland passed at the January session in the year 1955 and any supplement, amendments, or re-enactments thereto.

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

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

It is a special covenant of this mortgage, that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew insurance on the premises covered hereby against loss by fire or other hazards as may be reasonably required by the Mortgagee in amounts and in a company or companies satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for insurance, and taxes and assessments next due (as estimated by the Mortgagee).

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

And the said Mortgagor , for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagor , his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; and in the event of any loss the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee only, and not to the Mortgagor and Mortgagee jointly; such payment at the option of the Mortgagee may be applied to the extinguishment of the principal, interest and expenses secured by this Mortgage whether then due or not, but shall not exceed the amount payable under this Mortgage; provided that the Mortgagee in lieu of such application may, in writing, consent to the use by the Mortgagor of said insurance money for the reconstruction of the improvements on the Mortgaged

property; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Also it is further covenanted that the Mortgagee shall have a lien on the Mortgaged premises for life insurance premiums advanced when the insurance upon dea.. ..s to be applied to the Mortgage debt, a.. of which expenses and premiums, the Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor , his heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor , his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor , by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor , his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum together with accrued interest shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured together with accrued interest shall become due and demandable after default in the payment of any monthly installment, as herein provided, or after default in the performance of any of the aforegoing covenants or conditions; however, the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; (8) that in the event of prepayments on this mortgage the Mortgagee may charge payment of not more than six months' advance interest on that part of the aggregate amount of all prepayments made on the loan in any one year which exceeds 20 percent of the original principal amount of the loan. It is agreed and understood by the Mortgager herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Bradford Federal Savings and Loan Association.

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

And the said mortgagor consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the covenants or conditions of this mortgage, as herein provided) under the provisions of Sections 6 to 15 inclusive, of Chapter 12, of the Laws of Maryland, enacted by the 1950 Session of the General Assembly of Maryland, or any supplement thereto, or under any other General or Local Laws of the State of Maryland relating to mortgages, or it shall be lawful for the said Mortgagee, its successors or assigns or for William I. Norris, Jr., its Attorney or Agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: Upon giving twenty (20) days notice of the time, place, manner and terms of sale, in some newspaper published in the City or County wherein the said mortgaged property is situated and such other notice as by said Mortgagee may be deemed expedient.

AND in the event of any sale under the powers hereby granted, the proceeds thereof shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of.....one hundred..... dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of similar property by virtue of a decree of a Court of Equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be), to the said Mortgagor , his heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor for himself, his heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all Court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to Trustees making sale under decrees of a Court of Equity jurisdiction in the State of Maryland, and an Attorney's fee of fifty ($50.00) dollars, which said expenses, costs, commissions and Attorney's fee the said Mortgagor for himself, his heirs, personal representatives or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns or its Attorneys or Agents, shall not be required, to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs, commissions and Attorney's fee, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, including corporate entities.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors .

WITNESS:

Mary Virginia Hale
Mary Virginia Hale

Billy M. McCarroll (Seal)
BILLY M. McCARROLL

Frances B. McCarroll (Seal)
FRANCES B. McCARROLL

(Seal)

(Seal)

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BOOK 153 PAGE 115

BOOK 1453 PAGE 107

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 25th day of January, 1961, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared BILLY M. McCARROLL and FRANCES B. McCARROLL, his wife -

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

AS WITNESS my hand and Notarial Seal.

Mary Virginia Hale
Notary Public.

Rec'd for record Jan. 26, 1961 at 10:02 A.M.
Mailed to Norris, Bast & Rose

11.00

MARY VIRGINIA HALE NOTARY PUBLIC BALTO. CO., MD.

MORTGAGE

FROM

BILLY M. McCARROLL and FRANCES B. McCARROLL, his wife

TO

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

Block No. 104

Received for Record 1961 at o'clock M. Same day recorded in Liber 1453 No. Folio etc., one of the Land Records of Baltimore City, and examined per Clerk

Cost of Record, $

NORRIS, BAST AND ROSE
Attorneys at Law
BRADFORD FEDERAL BUILDING
2600 Block East Fayette Street
Baltimore 24, Md.

1M-9-60

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, hereby assigns the within Mortgage unto George C. Bast, Jr., for the purpose of foreclosure, this 15th, day of November, 1963.

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Herbert F. Norris, President.

WITNESS:
Annmk. Rahll

136381

E-118—1M—9-1-61

BOOK 153 PAGE 116

GEORGE C. BAST, JR.,
ASSIGNEE OF MORTGAGE.

VS.

BILLY M. McCARROLL AND
FRANCES B. McCARROLL, HIS WIFE.

IN THE
ANNE ARUNDEL
Circuit Court for ~~Baltimore~~ County
IN EQUITY No 15,986

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Billy M. McCarroll and Frances B. McCarroll, his wife, to said Bradford Federal Savings and Loan Association

dated the 25th day of January, 19 61 and recorded among the Land Records of Baltimore County in Liber G.T.C. No. 1453 Folio 104

Amount of Mortgage Loan	-	$ 7,000.00
Expenses paid, Taxes and Insurance	-	385.45
Interest to November 30th, 1963	-	1,134.48
		$ 8,519.93
Less total amount paid by Borrowers	-	2,160.43
Amount of Mortgage Claim	-	$ 6,359.50

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

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

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

I HEREBY CERTIFY, that on this 15th 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 said ~~County~~ City of Baltimore, personally appeared Herbert F. Norris, President of Bradford Federal Savings and Loan Association, a body corporate,

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

ANN K. RAHLL NOTARY PUBLIC BALTIMORE, MD.

Ann K. Rahll
Ann K. Rahll-Notary Public.

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1963 NOV 18 AM 11:38

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1963 NOV 19 ...

4

BOOK 153 PAGE 117

GEORGE C. BAST, JR.,

ASSIGNEE OF MORTGAGE.

Plaintiff

VS.

BILLY M. McCARROLL AND

FRANCES B. McCARROLL, HIS WIFE,

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL ~~XXXXXXXX~~ COUNTY

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

Case No. 15,986

NON-MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY, that on the 15th day of November, 19.63, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~County~~ (City) personally appeared Herbert F. Norris, President of Bradford Federal Savings and Loan Association, a body corporate, and made oath, in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

(1) Said Defendant is not in the Military Service of the United States of America;

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

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

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

Ann K. Rahll

Ann K. Rahll - Notary Public

Herbert F. Norris

Herbert F. Norris, Affiant

FILED

1963 NOV 18 AM 8:38

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Assignee
~~Trustee's~~ Bond

1702

BOOK 12 PAGE 258 BOOK 153 PAGE 118

KNOW ALL MEN BY THESE PRESENTS:

No. 15,986 Equity

THAT WE GEORGE C. BAST, JR., BRADFORD FEDERAL BUILDING, 159 North Luzerne Avenue, Baltimore, Maryland 21224 as principal, and INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SEVEN THOUSAND FIVE HUNDRED AND 00/100---($7,500.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 9th day of December in the year of our Lord one thousand nine hundred and sixty-three.

WHEREAS, the above bounden GEORGE C. BAST, JR. Anne Arundel County by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~, has been appointed ~~Trustee~~ Assignee to sell Property situate at Box 277, Seventh Avenue, Point Pleasant, Glen Burnie, Maryland

mentioned in the proceedings in the case of GEORGE C. BAST, JR., Assignee of Mortgage

vs.

Billy M. Mc Carroll and Frances B. Mc Carroll, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

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

Signed, sealed and delivered in the presence of

D. Van Norman Jr.

GEORGE C. BAST, JR. (SEAL)

(SEAL)

INSURANCE COMPANY OF NORTH AMERICA (SEAL)

BY: James S. Kreeger (SEAL)

James S. Kreeger
Attorney-in-Fact

State of Maryland, ~~Baltimore City~~, sct:

KNOW ALL MEN BY THESE PRESENTS: That the INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania does hereby constitute and appoint James S. Kreeger its attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney-in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said INSURANCE COMPANY OF NORTH AMERICA duly affixed by its Vice-President and attested by its Assistant Secretary, this 9th day of December, 1963.

INSURANCE COMPANY OF NORTH AMERICA

By: E.H. Marshall, *Vice President*

ATTEST: E. R. Hopkins Jr.

E. R. Hopkins, Jr *Assistant Secretary*

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney

December 9th, 1963

INSURANCE COMPANY OF NORTH AMERICA

E. R. Hopkins Jr.

E. R. Hopkins, Jr. *Assistant Secretary*

Bond approved this 11th day of December, 1963

Louis N. Phipps, Clerk

1963 DEC 11 PM 2:49

8

NORRIS and BAST
Solicitors
Bradford Federal Building
2600 Blk East Fayette St.
Baltimore 24, Maryland

Assignee's Sale

OF DESIRABLE FEE SIMPLE DWELLING PROPERTY

BOX 277 SEVENTH AVE., POINT PLEASANT, GLEN BURNIE, MARYLAND. THE IMPROVEMENTS CONSIST OF A ONE-STORY FRAME DWELLING.

Under and by virtue of the power and authority contained in a mortgage from Billy M. McCarroll and Frances B. McCarroll, his wife, to Bradford Federal Savings and Loan Association, a body corporate, dated January 25th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1453 folio 104 (default having occurred thereunder) and being duly assigned to George C. Bast, Jr., the undersigned assignee will sell at Public Auction on the premises,

ON FRIDAY, DECEMBER 20th, 1963 AT 2:30 O'CLOCK P.M.

All that fee simple piece or parcel of ground together with the improvements thereon situate lying and being in Anne Arundel County and described as follows:

Known and designated as Lot 6, as shown on a Plat of the Subdivision of the Morsell Property, Point Pleasant, Fifth District, Anne Arundel County in Cabinet 2, Rod E-8, Plat 10, now Plat Book 18 folio 4.

Subject to restrictions, conditions, covenants and agreements of record affecting said property

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at time and place of sale, balance of purchase money in cash upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from day of sale to date of settlement. Taxes, and all other expenses, including Sanitary District Liens, if any, to be adjusted to day of sale. Any property transfer taxes imposed by Anne Arundel County to be borne by purchaser. Costs of State, County and Federal Stamps to be borne by purchaser.

GEORGE C. BAST, JR.
Assignee

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

D-19

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 113

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 20, 1963

We hereby certify, that the annexed

Assignee's Sale

Billy M. McCarroll

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of December, 1963. The first insertion being made the 25th day of November, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Hughesman

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 20th day of December, 19 63, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Evelyn Byers, one of the purchasers at the foreclosure sale in this cause, and made oath in due form of law (that she is one of the purchasers and purchased the same as principal and not as agent for anyone) (~~that she is the agent for the purchaser~~,), and that she has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Evelyn Byers (SEAL)
Purchaser

William M. White
Notary Public

FILED
1963 DEC 31 AM 10:51

10

E-123—-1 M—10-28-60.

REPORT OF SALE

GEORGE C. BAST, JR., ASSIGNEE

VS.

BILLY M. McCARROLL AND
FRANCES B. McCARROLL, HIS WIFE.

—IN THE—

CIRCUIT COURT

—FOR—

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

File #15,986

BOOK 153 PAGE 121

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

The Report of Sale of George C. Bast, Jr., Assignee of Mortgage ~~Trustee appointed by the decree~~ in the above entitled cause to make sale of the fee simple property in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of his trust as ~~prescribed by said decree~~, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette a weekly newspaper, published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, said ~~Trustee~~ Assignee did pursuant to said notice on Friday the 20th day of December, 19 63 at 2:30 o'clock, P. M., attend on the premises and then and there sold all that fee simple lot of ground known as Lot 6, as shown on a Plat of the Subdivision of the Morsell Property, Point Pleasant, Fifth District, Anne Arundel County in Cabinet 2, Rod E-8, Plat 10, now Plat Book 18 folio 4, togetherwith the improvements thereon, unto Francis Barton Byers and Susan Evelyn Byers, his wife, at and for the sum of $6500.00, said sale having been made subject to the terms and conditions set forth in the advertisement of the sale and said purchasers being then and there the highest bidder for said property.

George C. Bast, Jr., Assignee ~~Trustee~~

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

I Hereby Certify, that on this 30th day of December, 19 63 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~County~~ City of Baltimore aforesaid, personally appeared George C. Bast, Jr. ~~Trustee~~ Assignee and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

Ann K. Rahll-Notary Public.

'63 DEC 31 AM 10:51

NORRIS and BAST
Solicitors
Bradford Federal Building
2600 Blk East Fayette St.
Baltimore 24, Maryland

Assignee's Sale

OF DESIRABLE FEE SIMPLE DWELLING PROPERTY

BOX 277 SEVENTH AVE., POINT PLEASANT, GLEN BURNIE, MARYLAND. THE IMPROVEMENTS CONSIST OF A ONE-STORY FRAME DWELLING.

Under and by virtue of the power and authority contained in a mortgage from Billy M. McCarroll and Frances B. McCarroll, his wife, to Bradford Federal Savings and Loan Association, a body corporate, dated January 25th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1453 folio 104 (default having occurred thereunder) and being duly assigned to George C. Bast, Jr., the undersigned assignee will sell at Public Auction on the premises,

ON FRIDAY, DECEMBER 20th, 1963 AT 2:30 O'CLOCK P.M.

All that fee simple piece or parcel of ground together with the improvements thereon situate lying and being in Anne Arundel County and described as follows:

Known and designated as Lot 6, as shown on a Plat of the Subdivision of the Morsell Property, Point Pleasant, Fifth District, Anne Arundel County in Cabinet 2, Rod E-8, Plat 10, now Plat Book 18 folio 4.

Subject to restrictions, conditions, covenants and agreements of record affecting said property

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at time and place of sale, balance of purchase money in cash upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from day of sale to date of settlement. Taxes, and all other expenses, including Sanitary District Liens, if any, to be adjusted to day of sale. Any property transfer taxes imposed by Anne Arundel County to be borne by purchaser. Costs of State, County and Federal Stamps to be borne by purchaser.

GEORGE C. BAST, JR.
Assignee

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

ORDER NISI

BOOK 153 PAGE 123

GEORGE C. BAST, JR., Assignee

versus

BILLY M. McCARROLL and
FRANCES B. McCARROLL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,986 Equity

Ordered, this 31st day of December, 19 63, That the sale of the property in these proceedings mentioned made and reported by George C. Bast, Jr., Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of February next.

The report states that the amount of sale was $ 6,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

George C. Bast, Jr., Atty.

Md. Gazette (for Jan.9 edition)

(Final Order)

GEORGE C. BAST, JR., Assignee

versus

BILLY M. McCARROLL and
FRANCES B. McCARROLL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of February, 19 64 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George L. Sachse JUDGE.

FILED

1964 FEB 13 AM 9:16

George C. Bast
Attorney
Baltimore, Md.

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 15,986 EQUITY

GEORGE C. BAST, JR.,
Assignee
Versus
BILLY M. McCARROLL and FRANCES B. McCARROLL, his wife

Ordered, this 31st day of December, 1963, That the sale of the property in these proceedings mentioned made and reported by George C. Bast, Jr., Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three sucessive weeks before the 10th day of February next.

The report states that the amount of sale was $6,500.00.

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

J-30

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 124

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 31, 1964

We hereby certify, that the annexed Order Nisi Sale Eq. 15,986 Billy M. McCarroll

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 February, 1964. The first insertion being made the 9th day of January, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

1964 FEB -3 AM 10:23

No. M.G. 1864

By H. Tilghman

13

BOOK 153 PAGE 125

In the Case of

GEORGE C. BAST, JR. ASSIGNEEE OF MORTGAGE

VS.

BILLY M. MCCARROLL and

FRANCES B. MCCARROLL, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,986 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.

March 23, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 8th day of April, 1964, 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

1964 APR -8 AM 11:54

14

Dr. GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE

VS.

BILLY M. McCARROLL and FRANCES B. McCARROLL, his wife

In Acct. with GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE

			Cr.		
1963, December 20					
Proceeds of Sale	6,500	00			
Interest on deferred payment of $5,750.00 from					
12/20/63 to 3/13/64	80	64	6,580	64	
Refund 1963 County & State taxes, adjusted					
12/20/63 to 12/31/63	2	35			
Refund Fire Insurance Premium	19	00	21	35	
			6,601	99	
To Assignee for fee, viz:	100	00			
To Assignee for commissions, viz:	227	42	327	42	
To Assignee for Court Costs, viz:					
Plaintiff's solicitors appearance fee	10	00			
Clerk of Court - Court costs	28	00			
Auditor - stating this account	22	50	60	50	
To Assignee for expenses, viz:					
Capital Gazette Press - advertising sale	71	76			
Capital Gazette Press - Order nisi, sale	15	00			
The Sunpapers - advertising sale	15	90			
E.T.Newell & Co., Inc. - auctioneer's fee	222	50			
Insurance Co. of North America - bond premium	30	00			
Recording Cost-short assignment of mortgage	1	00			
Ann K. Rahll - notary fees	1	50	357	66	
To Bradford Federal Savings & Loan Assn. this					
balance on account of claim filed	5,856	41	5,856	41	
			6,601	99	

Amount of Mortgage claim filed	6,359	50
Interest on principal balance of $6,359.50 from		
11/30/63 to 4/8/64 - 129 days @ 6%	134	69
	6,494	19
Cr. - amount allowed above	5,856	41
Balance subject to decrec in personam	637	78

In the Matter of the	:	No. 16,060 Equity
Mortgaged Real Estate of	:	In the Circuit Court
James L. Boarman and	:	for
Howard E. Talbert, Joint Tenants	:	Anne Arundel County
	:	

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

FILED

1963 DEC 27 AM 9:36

For further stamps, see mortgage recorded in Liber G.T.C. 117 Folio 364

No. 16,060

New loan $16,000.00
balance old loan 11,227.87
$ 4,772.13

BOOK 1275 PAGE 81

BOOK 153 PAGE 129

This Mortgage,

made this 19th day of February in the year one thousand nine hundred and fifty-nine, between JAMES L. BOARMAN and HOWARD E. TALBERT, joint tenants, of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of

SIXTEEN THOUSAND DOLLARS ----------($16,000.00)

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

By the payment of ONE HUNDRED THIRTY FIVE DOLLARS --------($135.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

BEGINNING for the same at a pipe set on the northeast edge of an arm of Pinestone Creek, which point of beginning is North 20° 17' East, 75.0 ft. from a stone, the beginning of the conveyance from Anna Belle Roberts to Fernando Weems by deed dated the 28th day of January 1918 as recorded in Liber G.W. 132, Folio 317, etc., thence binding on said creek, North 26° 20' West, 129.35 ft. to the southeast edge of another arm of said creek, thence with the southeast edge of same, North 52° 39' East, 151.6 ft. and North 38° 04' East, 68.0 ft. to a stake set on the southeast edge of a canal; thence with said edge of said canal, North 58° 59' East, 375.3 ft. to a pipe set on the southwest edge of the State Road leading into the village of Shady Side; thence leaving said canal and binding on the southwest edge of said road, the following two courses and distances, South 13° (36') East, 166.3 ft. and South 4° 10' East, 350.3 ft. to a pipe set on the northeast edge of a ditch, thence leaving said road and with said side of said ditch, thence leaving said road and with said side of said ditch, North 86° 09' West, 360.0 ft. to a pipe set at the northwest side of a bridge and on the first mentioned arm of Pipestone Creek; thence with the northeast edge of said arm, the following two courses and distances: North 83° 32' West, 99.3 ft. and North 56° 30' West, 38.85 ft. to the beginning. Containing 4.25 acres, more or less, according to a survey and plat by Edward Hall, Jr., County Surveyor, in September 1940.

BEING the same property conveyed to the within-named Mortgagors by William W. Townshend, Jr., Attorney, by deed dated December 13, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1173, Folio 358. See also deed from Ulysses P. Wade and Ethel Wade, his wife, dated May 1, 1958 and recorded in Liber G.T.C. 1205, Folio 444.

1963 DEC 27 AM 9:36

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor(s) or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor(s) covenant to warrant specially said lot(s) of ground and to execute such other assurances thereof as may be requisite.

Witness the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

Pauline M. Boarman
Pauline M. Boarman

James L. Boarman (SEAL)

Howard E. Talbert (SEAL)
Howard E. Talbert

(SEAL)

FILED

'63 DEC 27 AM 9:35

4

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BOOK 1275 PAGE 84 BOOK 153 PAGE 132

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 19th day of February, in the year one thousand, nine hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared James L. Boarman and Howard E. Talbert, joint tenants, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared WILMER M. JOHNSON, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman

11.00 Pauline M. Bozman
NOTARY PUBLIC

My Commission expires 5/4/59

Rec'd for record Feb. 20, 1959, at 2:27 P.M.
Mailed to Wm. W. Townshend, Jr.

4.95

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

MORTGAGE

FROM

James L. Boarman and

Howard E. Talbert, j/t

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

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

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

Cost of Record $ Pd. 11.00

RECORDED IN LIBER GTC
NO. 1275 FOLIO 81
GEO. T. SOMMELL CLERK
FEB 20 PM 2:27
ANNE ARUNDEL COUNTY
RECORDS OF
RECORD IN

BOOK 153 PAGE 133

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

ANNAPOLIS, MARYLAND

A T T O R N E Y ' S S A L E

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from James L. Boarman and Howard E. Talbert, Joint Tenants, dated February 19th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1275, Folio 81, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

MONDAY, JANUARY 20th, 1964

at 11:00 o'clock A.M.

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

BEGINNING for the same at a pipe set on the northeast edge of an arm of Pipestone Creek, which point of beginning is North 20° 17' East, 75.0 ft. from a stone, the beginning of the conveyance from Anna Belle Roberts to Fernando Weems by deed dated the 28th day of January 1918 as recorded in Liber G.W. 132, Folio 317, etc., thence binding on said creek, North 26° 20' West, 129.35 ft. to the southeast edge of another arm of said creek, thence with the southeast edge of same, North 52° 39' East, 151.6 ft. and North 38° 04' East, 68.0 ft. to a stake set on the southeast edge of a canal; thence with said edge of said canal, North 58° 59' East, 375.3 ft. to a pipe set on the southwest edge of the State Road leading into the village of Shady Side; thence leaving said canal and binding on the southwest edge of said road, the following two courses and

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1963 DEC 27 AM 9:36

distances, South 13° 26' East, 166.3 ft. and South 4° 10' East, 350.3 ft. to pipe set on northeast edge of a ditch; thence leaving said road and with said side of said ditch, North 86° 09' West, 360.0 ft. to a pipe set at the northwest side of a bridge and on the first mentioned arm of Pipestone Creek; thence with the northeast edge of said arm, the following two courses and distances: North 83° 32' West, 99.3 ft. and North 56° 30' West, 38.85 ft. to the beginning. Containing 4.25 acres, more or less, according to a survey and plat by Edward Hall, Jr., County Surveyor, in September, 1940.

BEING the same property conveyed unto James L. Boarman and Howard E. Talbert, as Joint Tenants, by William W. Townshend, Jr., Attorney, by deed dated December 13, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1173, Folio 358. See also deed from Ulysses P. Wade and Ethel Wade, his wife, dated May 1, 1958 and recorded in Liber G.T.C. 1205, Folio 444.

The above property is improved by a two and one-half story, frame dwelling, with modern conveniences.

TERMS OF SALE: A cash deposit of $1,500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

- -

The Maryland Gazette - December 26th, 1963 and
January 2nd, 9th and 16th, 1964

Please send twenty-five handbills.

7

No 16,060 Equity

BOOK 153 PAGE 135

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 20th day of December, 19 63, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in Mortgage from James L. Boarman and Howard E. Talbert, Joint Tenants, to Loyola Federal Savings and Loan Association (formerly United Federal)
plaintiff, in the above entitled cause, and made oath, in due form of law, that to the best of his knowledge that defendant s

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

~~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 20th day of December, 19 63.

Notarial Seal

Dorothy P. McNew, *Notary Public.*

My Commission will expire on:

May 3rd, 1965

Filed,

1963 DEC 27 AM 9:36

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In the Matter of the	: No. 16,060	Equity
Mortgaged Real Estate of	: In the Circuit Court	
James L. Boarman and	: for	
Howard E. Talbert, Joint Tenants	: Anne Arundel County	
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from James L. Boarman and Howard E. Talbert, Joint Tenants, to Loyola Federal Savings and Loan Association (formerly United Federal) dated February 19th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1275, Folio 81.		$16,000.00
Total Amount paid on account of Principal	$2,650.95	
Expense Account - Overdrawn	191.56	
	$2,459.39	2,459.39
		$13,540.61
Plus interest to December 30, 1963		801.00
Amount of Mortgage Indebtedness		$14,341.61

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 20th day of December 1963, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and acknowledged the aforegoing Statement of Mortgage Claim to be true and bona fide as herein set forth.

WITNESS my hand and Notarial Seal.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

FILED

1963 DEC 27 AM 9:36

9

The Pennsylvania Insurance Company

BOOK 153 PAGE 137

16,060

BOOK 12 PAGE 291

A STOCK COMPANY

BOND NO. 47 52 55

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and THE PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of SIXTEEN THOUSAND AND NO/100 ($16,000.00) - DOLLARS - current money to be Paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 15th day of January, 1964.

WHEREAS, By virtue of a power of sale contained in a Mortgage from James L. Boarman and Howard E. Talbert, Joint Tenants, to the Loyola Federal Savings and Loan Association, bearing date on or about the 19th day of February, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1275, Folio 81, the said William W. Townshend, Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

WHEREAS, default has occurred in the payment of the principal and interest aforesaid, and the said William W. Townshend, Jr., as Attorney Named in Mortgage is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden William W. Townshend, Jr., does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue by law.

WITNESS AS TO PRINCIPAL:

Dorothy P. McNew

William W. Townshend (SEAL)
William W. Townshend, Jr.

Witness as to Surety:

Rosalie Pares

THE PENNSYLVANIA INSURANCE COMPANY

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

Bond approved this 17th day of January, 1964
Louis N. Phipps, Clerk

JAN 17

Form 24 S831

8-61

WILLIAM W. TOWNSHEND, Jr.
Attorney
Towns-Worth Building,
South Street
Annapolis, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from James L. Boarman and Howard E. Talbert, Joint tenants, dated February 19th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1275, Folio 81, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

Mon., Jan. 20, 1964
at 11:00 O'clock A.M.

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

BEGINNING for the same at a pipe set on the northeast edge of an arm of Pipestone Creek, which point of beginning is North 20 degrees 17' East, 75.0 ft. from a stone, the beginning of the conveyance from Anna Belle Roberts to Fernando Weems by deed dated the 28th day of January 1918 as recorded in Liber G.W. 132, Folio 317, etc., thence binding on said creek, North 26degrees 20' West, 129.35 ft. to the southeast edge of another arm of said creek, thence with the southeast edge of same, North 52degrees 39' East, 151.6 ft. and North 38degrees 04' East, 68.0 ft. to a stake set on the southeast edge of a canal; thence with said edge of said canal, North 58 degrees 59' East, 375.3 ft. to a pipe set on the southwest edge of the State Road leading into the village of Shady Side; thence leaving said canal and binding on the southwest edge of said road, the following to courses and distances, South 13 degrees 26' East, 166.3 ft. and South 4degrees 10' East, 350.3 ft. to pipe set on northeast edge of a ditch; thence leaving said road and with said side of said ditch, North 86degrees 09' West, 360.0 ft. to a pipe set at the northwest side of a bridge and on the first mentioned arm of Pipestone Creek; thence with the northeast edge of said arm, the following two courses and distances: North 83 degrees 32' West, 99.3 ft. and North 56 degrees 30' West, 38.85 ft. to the beginning. Containing 4.25 acres, more or less, according to a survey and plat by Edward Hall, Jr., County Surveyor, in September, 1940.

No. 11

OFFICE OF

Maryland Gazette

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

BOOK 153 PAGE 138

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 18, 1964

We hereby certify, that the annexed Attorney's Sale James L. Boarman was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of January, 1964. The first insertion being made the 26th day of December, 1963.

FILED
1964
JAN 20 AM 10:15

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tetzlaff

BEING the same property conveyed unto James L. Boarman and Howard E. Talbert, as Joint Tenants, by William W. Townshend, Jr., Attorney, by deed dated December 13, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1172, Folio 358. See also deed from Ulysses P. Wade and Ethel Wade, his wife, dated May 1, 1958 and recorded in Liber G.T.C. 1205, Folio 444.

The above property is improved by a two and one-half story, frame dwelling, with modern conveniences.

TERMS OF SALE: A cash deposit of $1,500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

WILLIAM W. TOWNSHEND, Jr., Attorney
Towns - Worth Building,
South Street
Annapolis, Maryland

ROBERT H. CAMPBELL,
Auctioneer

J-16

ROBERT H. CAMPBELL - - - - Auctioneer

BOOK 153 PAGE 140

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

ATTORNEY'S SALE

OF VALUBLE IMPROVED

Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from James L. Boarman and Howard E. Talbert, Joint Tenants, dated February 19th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1275, Folio 81, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

Monday, January 20, 1964

AT 11:00 O'CLOCK A.M.

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

BEGINNING for the same at a pipe set on the northeast edge of an arm of Pipestone Creek, which point of beginning is North 20° 17' East, 75.0 ft. from a stone, the beginning of the conveyance from Anna Belle Roberts to Fernando Weems by deed dated the 28th day of January 1918 as recorded in Liber G.W. 132, Folio 317, etc., thence binding on said creek, North 26° 20' West, 129.35 ft. to the southeast edge of another arm of said creek, thence with the southeast edge of same, North 52° 39' East, 151.6 ft. and North 38° 04' East, 68.0 ft. to a stake set on the southeast edge of a canal; thence with said edge of said canal, North 58° 59' East, 375.3 ft. to a pipe set on the southwest edge of the State Road leading into the village of Shady Side; thence leaving said canal and binding on the southwest edge of said road, the following two courses and distances, South 13° 26' East, 166.3 ft. and South 4° 10' East, 350.3 ft. to pipe set on northeast edge of a ditch; thence leaving said road and with said side of said ditch, North 86° 09' West, 360.0 ft. to a pipe set at the northwest side of a bridge and on the first mentioned arm of Pipestone Creek; thence with the northeast edge of said arm, the following two courses and distances: North 83° 32' West, 99.3 ft. and North 56° 30' West, 38.85 ft. to the beginning. Containing 4.25 acres, more or less, according to a survey and plat by Edward Hall, Jr., County Surveyor, in September, 1940.

BEING the same property conveyed unto James L. Boarman and Howard E. Talbert, as Joint Tenants, by William W. Townshend, Jr., Attorney, by deed dated December 13, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1173, Folio 358. See also deed from Ulysses P. Wade and Ethel Wade, his wife, dated May 1, 1958 and recorded in Liber G.T.C. 1205, Folio 444.

The above property is improved by a two and one-half story, frame dwelling, with modern conveniences.

TERMS OF SALE: A cash deposit of $1,500.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

FILED
1964 JAN 24 PM 256
FILED

Annapolis, Maryland
January 20, 1964

BOOK 153 PAGE 141

I hereby certify that I have this 20th day of January 1964, sold the property described on the reverse hereof unto James L. Boarman and Gertrude L. Boarman, his wife,

at and for the sum of SEVENTEEN THOUSAND DOLLARS ($17,000.00)

being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this 20th day of January 1964 purchased from William W. Townshend, Jr., the property described on the reverse hereof, at and for the sum of SEVENTEEN THOUSAND DOLLARS ($17,000.00)
and I/we hereby agree to comply with the terms of sale.

James L. Boarman

Gertrude L. Boarman

FILED

1964 JAN 24 PM 2:56

In the Matter of the Mortgaged Real Estate of James L. Boarman and Howard E. Talbert, Joint Tenants	: No. 16,060 Equity : In the Circuit Court : for : Anne Arundel County	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify that on this 20th day of January 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared James L. Boarman and Gertrude L. Boarman, his wife the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) they were not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) they had not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

William W. Townshend, Jr.

James L. Boarman (SEAL)

Gertrude L. Boarman (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

FILED

1964 JAN 24 PM 3:08

14

BOOK 153 PAGE 143

In the Matter of the	: No. 16,060	Equity
Mortgaged Real Estate of	: In the Circuit Court	
James L. Boarman and	: for	
Howard E. Talbert, Joint Tenants	: Anne Arundel County	
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from James L. Boarman and Howard E. Talbert, Joint Tenants, dated February 19th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1275, Folio 81, said William W. Townshend, Jr., Attorney named in aforesaid mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given the notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Monday, January 20, 1964, at 11:00 o'clock A.M., and then and there sold the said property to James L. Boarman and Gertrude L. Boarman, his wife, at and for the sum of SEVENTEEN THOUSAND DOLLARS ($17,000.00), being at that figure the highest bidders therefor, said property described as follows:

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

BEGINNING for the same at a pipe set on the northeast edge of an arm of Pipestone Creek, which point of beginning is North 20° 17' East, 75.0 ft. from a stone, the beginning of the conveyance from Anna Belle Roberts to Fernando Weems by deed dated the

28th day of January 1918 as recorded in Liber G.W. 132, Folio 317, etc.; thence binding on said creek, North 26° 20' West, 129.35 ft. to the southeast edge of another arm of said creek; thence with the southeast edge of same, North 52° 39' East, 151.6 ft. and North 38° 04' East, 68.0 ft. to a stake set on the southeast edge of a canal; thence with said edge of said canal, North 58° 59' East, 375.3 ft. to a pipe set on the southwest edge of the State Road leading into the village of Shady Side; thence leaving said canal and binding on the southwest edge of said road the following two courses and distances, South 13° 36' East, 166.3 ft. and South 4° 10' East, 350.3 ft. to a pipe set on the northeast edge of a ditch; thence leaving said road and with said side of said ditch, North 86° 09' West, 360.0 ft. to a pipe set at the northwest side of a bridge and on the first mentioned arm of Pipestone Creek; thence with the northeast edge of said arm, the following two courses and distances: North 83° 32' West, 99.3 ft. and North 56° 30' West, 38.85 ft. to the beginning. Containing 4.25 acres, more or less, according to a survey and plat by Edward Hall, Jr., County Surveyor, in September 1940.

BEING the same property conveyed unto James L. Boarman and Howard E. Talbert, as Joint Tenants, by William W. Townshend, Jr., Attorney, by deed dated December 13, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1173, Folio 358. See also deed from Ulysses P. Wade and Ethel Wade, his wife, dated May 1, 1958 and recorded in Liber G.T.C. 1205, Folio 444.

AND the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of sale and has also required the Purchasers' Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit will be required of $1,500.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

16

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 20th day of January 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

ORDER NISI

In the Matter of the Mortgaged Real Estate of James L. Boarman and Howard E. Talbert, Joint Tenants

~~versus~~

BOOK 153 PAGE 146

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,060 Equity

Ordered, this 24th day of January, 1964, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of March next.

The report states that the amount of sale was $17,000.00.

Louis N Phipps Clerk.

True Copy,

TEST: Clerk.

For the Maryland Gazette (Jan. 30th Edition)

(Final Order)
William W. Townshend, Jr. Atty.

In the Matter of the Mortgaged Real Estate of James L. Boarman and ~~versus~~ Howard E. Talbert, Joint Tenants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3rd day of March, 1964 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

1964 MAR -3 PM 2:25

18

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 16,060 EQUITY

In the Matter of the Mortgaged Real Estate of .....
JAMES L. BOARMAN and HOWARD E. TALBERT,
Joint Tenants

Ordered, this 24th day of January, 1964, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of March next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of March next.

The report states that the amount of sale was $17,000.00.

LOUIS N. PHIPPS
Clerk

True Copy, TEST:

LOUIS N. PHIPPS
Clerk

F-20

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 147

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 22, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,060

James L. Boarman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of March, 1964. The first insertion being made the 30th day of January, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

F

No. M. G. [illegible]

#16.060 County

ENDORSEMENT CHANGING AMOUNT

LIBER 12 PAGE 339

BOOK 153 PAGE 148

COMMERCIAL UNION / NORTH BRITISH
CU/NB
GROUP

THE PENNSYLVANIA INSURANCE COMPANY
(Name of Insurance Company, hereinafter called Company)

MORGAN & WARD
Producer

Bond No. 47 52 55

On behalf of WILLIAM W. TOWNSHEND, JR.

In favor of STATE OF MARYLAND

It is agreed that the amount of this bond is changed from .....

SIXTEEN THOUSAND AND 00/100..... Dollars ($ 16,000.00)

to SEVENTEEN THOUSAND AND 00/100..... Dollars ($ 17,000.00)

effective on and after the 15th day of January 19 64.

It is understood and agreed that such change is made with the following express conditions and provisions:

Regardless of the number of years said bond shall continue in force and regardless of the number of anniversary premiums that may be payable or paid thereon, the Company's aggregate liability under said bond on account of acts or defaults committed subsequent to the effective date above stated shall not exceed SEVENTEEN THOUSAND AND 00/100..... Dollars, and, subject to the foregoing, it is also further understood and agreed that in no event shall the Company's aggregate liability under said bond, and all continuation certificates thereon, on account of the aggregate of all acts or defaults committed during the entire period said bond has been and shall be in force, exceed the larger or largest amount for which said bond may at any time be or have been in force and if the penalty of said bond is hereby reduced, it is further agreed that the liability under said bond shall not exceed the amount to which it is hereby reduced unless notice of such loss is received by the Company within the period (counting from effective date stated above) allowed by said bond for notice of loss thereunder.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, agreements, conditions or limitations of the above mentioned bond, other than as above stated.

Signed, sealed and dated this 3rd day of February, 19 64.

William W. Townshend, Jr. (L.S.)
Principal

Accepted By _____
(Insured or Obligee)

By _____

THE PENNSYLVANIA INSURANCE COMPANY
Company

By T. R. Halpin
T. R. Halpin, Attorney in fact

NOTE. This rider is to be executed in duplicate and one copy, accepted by the Insured or Obligee, to be returned to the Company.

FILED

1964 FEB 26 AM 11:34

Additional Bond approved this 26th day of February, 19 64.

Louis N. Phipps, Clerk

Form 90 S812 7-61

20

BOOK 153 PAGE 149

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
JAMES L. BOARMAN and HOWARD E. TALBERT,
JOINT TENANTS

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,060 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.
March 10, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 30th day of March, 1964, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis M. Phipps
Clerk
Per: E. Fitzhugh, deputy

21

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JAMES L. BOARMAN and HOWARD E. TALBERT, JOINT TENANTS

In Acct. with WILLIAM W. TOWNSHEND, JR., ATTORNEY NAMED IN MORTGAGE

				Cr.		
	January 20, 1964					
	Proceeds of Sale	17,000	oo			
	Interest on deferred payment of $15,500.00					
	from 1/20/64 to 3/5/64	116	10	17,116	10	
				17,116	10	
	To Attorney for fee, viz:	100	00			
	To Attorney for commissions, viz:	543	48	643	48	
	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	117	24			
	Capital Gazette Press - Order nisi, sale	15	00			
	Speer Publications - handbills	17	00			
	Robert H. Campbell - auctioneer's fee	45	00			
	Pennsylvanis Ins. Co. - bond premium	68	00			
	1963 County and State taxes	229	00			
	1964 County and state taxes adjusted					
	1/1/64 to 1/20/64 - $241.99	13	20			
	One-half cost documentary stamps	28	05			
	Dorothy P. McNew - notary fees	1	50	533	99	
	To Loyola Federal Savings & Loan Assn.					
	Mortgage claim as filed in full	14,341	61			
	Interest on principal balance of $13,540.61					
	from 12/30/63 to 3/26/64 - 86 days @ 6%	191	74	14,533	35	

To James L. Boarman - 1/2 surplus, viz:	665	89	665	89
To Howard E. Talbert - 1/2 surplus to be held by Trustee subject to further Order of Court	665	89	665	89
			17,116	10

BOOK 153 PAGE 152

In the Matter of the	: No. 16,061	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Charles C. Peterson,	: for	
Single	: Anne Arundel County	
	:	

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

FILED

1963 DEC 27 AM 9:36

No. 16,061 Equity

L 3547

BOOK 153 PAGE 153
LIBER 1127 PAGE 378

Purchase money

This Mortgage,

made this 14th day of June in the year one thousand nine hundred and fifty-seven, between Charles C. Peterson, single, of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of

Eight Thousand ~~Five Hundred~~ Dollars ----------($8,000.00)

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

By the payment of Sixty-eight dollars ----------($68.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

KNOWN AND DESIGNATED as Lots Nos. 1, 2 and 3 as shown on a plat entitled Resurvey for H. W. Crowe, Block J, Armiger Addition to Green Haven, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 17, Folio 32.

BEING the same property conveyed to the within-named Mortgagor by Edward C. Dosh and Anne R. Dosh, his wife, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

Deed from Dosh to Chas. C. Peterson
mailed to Peterson 8/29/61

1957 DEC 27 PM 3:37

2 Deed recorded GTC 1127 - f 376 6/17/57

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor(s) or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor(s) covenant to warrant specially said lot(s) of ground and to execute such other assurances thereof as may be requisite.

Witness the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

Pauline M. Bozman

Pauline M. Bozman

Charles C Peterson (SEAL)
Charles C. Peterson

..... (SEAL)

..... (SEAL)

5

BOOK 153 PAGE 156
LIBER 1127 PAGE 381

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 14th day of June, in the year one thousand, nine hundred and fifty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles C. Peterson, single, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) is subscribed to the within Mortgage, and acknowledged that he executed the same for the purposes therein contained, and also he acknowledged the foregoing Mortgage to be his act. At the same time also appeared Wilmer M. Johnson, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman
NOTARY PUBLIC

My Commission expires 5/4/59

Pauline M. Bozman

Rec'd for record June 17 1957 at 12:47 P.
Mailed to Wm. W. Townshend, Jr.

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

E (2)

Purchase money
MORTGAGE
FROM
Charles C. Peterson, single

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

750

Received for record ..... 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber ..... No. ..... folio ..... &c. one of the Land Records of Anne Arundel County ..... examined per ..... 1957 JUN 17 PM 12:47 ..... Clerk.
Cost of Record

RECORDED IN LIBER GTC
NO. 1127 FOLIO 378
GEO. I. CROMWELL, CLERK

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY

L-3571

BOOK 153 PAGE 157

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

ANNAPOLIS, MARYLAND

A T T O R N E Y ' S S A L E

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Charles C. Peterson, Single, dated June 14th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1127, Folio 378, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

MONDAY, JANUARY 20th, 1964

at 12:30 o'clock P.M.

ALL those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lots Nos. 1, 2 and 3, as shown on a Plat entitled Resurvey for H. W. Crowe, Block J, Armiger Addition to Green Haven, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 17, Folio 32.

BEING the same property conveyed unto Charles C. Peterson, Single, by Edward C. Dosh and Anne R. Dosh, his wife, by deed dated June 14th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1127, Folio 376.

The above property is improved by a one story, frame dwelling with modern conveniences.

Directions to property - Mountain Road to Outing Road, left on Outing Road to Duvall Highway; right on Duvall Highway to High Point School, 45 degree left on Overland Road, pass school, take first road to right, follow road do not turn but curve with road, follow this road to house.

FILED

1963 DEC 27 AM 9:36

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

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

- -

The Maryland Gazette - December 26th, 1963, and
January 2nd, 9th and 16th, 1964

Please send twenty-five handbills

7

No. 16,061 Equity

BOOK 153 PAGE 159

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 20th day of December, 19 63, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in Mortgage, from Charles C. Peterson, Single, to Loyola Federal Savings and Loan Association (formerly United Federal) plaintiff, in the above entitled cause, and made oath, in due form of law, that to the best of his knowledge that defendant s

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

~~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 20th day of December, 19 63.

Notarial Seal

Dorothy P. McNew, *Notary Public*

My Commission will expire on:

May 3rd, 1965

Filed,

FILED

1963 DEC 27 PM 2:37

8

In the Matter of the	: No. 16,061	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Charles C. Peterson,	: for	
Single	: Anne Arundel County	
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Charles C. Peterson, Single, to Loyola Federal Savings and Loan Association (formerly United Federal) dated June 14th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1127, Folio 378.		$8,000.00
Total amount paid on account of principal	$2,245.51	
Expense Account - Overdrawn	6.33	
	$2,239.18	2,239.18
		$5,760.82
Plus interest to December 30th, 1963.		202.37
Amount of Mortgage Indebtedness.		$5,963.19

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 20th day of December 1963, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and acknowledged the aforegoing Statement of Mortgage Claim to be true and bona fide as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

FILED

1963 DEC 27 AM 9:37

9

The Pennsylvania Insurance Company

A STOCK COMPANY

BOOK 153 PAGE 161

16,061

BOOK 12 PAGE 292

BOND NO. 47 52 54

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and THE PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of EIGHT THOUSAND AND NO/100 ($8,000.00) - DOLLARS - current money to be Paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DAT D THIS 15th day of January, 1964.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Charles C. Peterson, Single, to the Loyola Federal Savings and Loan Association, bearing date on or about the 14th day of July, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1127, Folio 378, the said William W. Townshend, Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

WHEREAS, default has occurred in the payment of the principal and interest aforesaid, and the said William W. Townshend, Jr., as Attorney Named in Mortgage is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden William W. Townshend, Jr., does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue by law.

WITNESS AS TO PRINCIPAL:

Dorothy P. Williams

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

Rosalie Yaris

THE PENNSYLVANIA INSURANCE COMPANY

BY Ralph G. Viehman, Jr.

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

and approved this 17th day of January, 1964

Louis N. Phipps, Clerk

FILED

1964 JAN 17 PM 12:34

Form 24 S831

8-61

William W. Townsh[illegible], Jr.,
Attorney
Towns-Worth Building, South St.
Annapolis, Maryland

Attorney's Sale

OF VALUABE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Charles C. Peterson, Single, dated June 14th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1127, Folio 378, defalut having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

Mon., Jan. 20, 1964
at 12:30 O'clock P.M.

All those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lots Nos. 1, 2 and 3, as shown on a Plat entitled Resurvey for H. W. Crowe, Block J, Armiger Addition to Green Haven, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Bood 17, Folio 32.

BEING the same property conveyed unto Charles C. Peterson, Single, by Edward C. Dosh and Anne R. Dosh, his wife, by deed dated June 14th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1127, Folio 376.

No. proved by a one story, frame dwelling with modern conveniences.

Directions to property—Mountain Road to Outing Road, left on Outing Road to Duvall Highway; right on Duvall Highway to High Point School, 45 degree left on Overland Road, pass school, take first road to right, follow road do not turn but curve with road, follow this road to house.

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

For further particulars, apply to:

William W. Townshend, Jr.,
Attorney
Towns-Worth Building,
South Street
Annapolis, Maryland

ROBERT H. CAMPBELL,
Auctioneer

J-16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 162

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 18, 1964

We hereby certify, that the annexed

Attorney's Sale

Charles C. Peterson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of January, 1964. The first insertion being made the 26th day of December, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

1964 JAN N 20 AM 10:15

By [illegible]

ROBERT H. CAMPBELL - - - - Auctioneer

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

ATTORNEY'S SALE

OF VALUBLE IMPROVED

Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Charles C. Peterson, Single, dated July 14th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1127, Folo 378, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

Monday, January 20, 1964

AT 12:30 O'CLOCK P.M.

ALL those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lots Nos. 1, 2 and 3, as shown on a Plat entitled Resurvey for H. W. Crowe, Block J, Armiger Addition to Green Haven, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 17, Folio 32.

BEING the same property conveyed unto Charles C. Peterson, Single, by Edward C. Dosh and Anne R. Dosh, his wife by deed dated June 14th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1127, Folio 376.

The above property is improved by a one story, frame dwelling with modern conveniences.

Directions to property: Mountain Road to Outing Road, left on Outing Road to Duvall Highway; right on Duvall Highway to High Point School, 45 degree left on Overland Road, pass school, take first road to right, follow road, do not turn, but curve with road, follow this road to house.

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

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

FILED

1964 JAN 24 PM 2:53

BOOK 153 PAGE 164

No. 16,061.

Annapolis, Maryland
January 20, 1964

I hereby certify that I have this 20th day of January 1964, sold the property described on the reverse hereof unto Margie K. Causey at and for the sum of FOUR THOUSAND FIVE HUNDRED ($4,500.00) DOLLARS, being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this 20th day of January 1964 purchased from William W. Townshend, Jr., the property described on the reverse hereof, at and for the sum of FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500.00) and I/we hereby agree to comply with the terms of sale.

Margie K. Causey

Margie K. Causey

FILED

1964 JAN 24 PM 2:56

13

BOOK 153 PAGE 165

In the Matter of the	: No. 6,061	Equity
Mortgaged Real Estate of	:	In the Circuit Court
Charles C. Peterson, Single	:	for
	:	Anne Arundel County
	:	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify that on this 20th day of January 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Margie K. Causey the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) she was not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) she had not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

William W. Townshend, Jr.

x Margie K. Causey (SEAL)
Margie K. Causey

(SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

FILED

1964 JAN 24 PM 2:56

14

In the Matter of the	:	No. 16,061 Equity
Mortgaged Real Estate	:	In the Circuit Court
of Charles C. Peterson,	:	for
Single	:	Anne Arundel County
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from Charles C. Peterson, Single, dated July 14th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1127, Folio 378, said William W. Townshend, Jr., Attorney named in aforesaid mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder after having given the notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Monday, January 20, 1964, at 12:30 o'clock P.M., and then and there sold the said property to Margie K. Causey at and for the sum of FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500.00), being at that figure the highest bidder therefor, said property described as follows:

ALL those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lots Nos. 1, 2 and 3, as shown on a Plat entitled Resurvey for H. W. Crowe, Block J, Armiger Addition to Green Haven, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 17, Folio 32.

FILED

1964 JAN 24 PM 2:56

15

BEING the same property conveyed unto Charles C. Peterson, Single, by Edward C. Dosh and Anne R. Dosh, his wife, by Deed dated June 14th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1127, Folio 376.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 20th day of January 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

ORDER NISI

In the Matter of the Mortgaged
Real Estate of Charles C.Peterson
Single
xxxxxx

BOOK 153 PAGE 168

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,061 Equity

Ordered, this 24th day of January, 1964, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend,Jr., Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of March next.

The report states that the amount of sale was $4,500.00.

Louis N. Phipps Clerk.

True Copy,
William W. Peterson

TEST: Clerk.
For the Maryland Gazette (Jan.30th Edition)

(Final Order)

In the Matter of the Mortgaged
Real Estate of Charles C. Peterson,
Single
xxxxxx

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3rd day of March, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bruce Dunbeck
JUDGE.

FILED
1964 MAR -3 PM 2:24

17

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,061 Equity

In the Matter of the Mortgaged Real Estate of CHARLES C. PETERSON Single

Ordered, this 24th day of January, 1964, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of March next.

The report states that the amount of sale was $4,500.00

LOUIS N. PHIPPS, Clerk.

Ture Copy, TEST:

LOUIS N. PHIPPS, Clerk.

F-20

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 169

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 28, 1964

We hereby certify, that the annexed

Order Nisi

Circuit Court

Charles C. Peterson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of March, 1964. The first insertion being made the 31st day of January, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

1964 FEB 24 AM 10:03

No. M. G. 7202

By [illegible]

In the Case of

In the Matter of the Mortgaged Real Estate of
Charles C. Peterson, Single

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,061 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.

1964 MAR 10 AM 9:23

All of which is respectfully submitted.
March 10, 1964

John H. Hopkins Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 30 day of March, 1964, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: E. Fitzhugh, deputy

1964 MAR 30 AM 9:57

19

20

Dr. In the Matter of the Mortgaged Real Estate of
Charles C. Peterson, Single

BOOK 153 PAGE 171

In Acct. with William W. Townshend, Jr., Attorney named in Martgage

			Cr.
1964, January 20			
Proceeds of Sale	4,500 00		
Interest on deferred payment of 3,750.00 from 1/20/64 to 3/6/64	28 98	4,528 98	
		4,528 98	
To Attorney for fee, viz:	100 00		
To Attorney for Commissions, viz:	165 87	265 87	
To Attorney for Court Costs, viz:			
Plaintiffs Solicitors Appearance fee	10 00		
Clerk of Court - Court Costs	28 00		
Auditor - stating this account	22 50	60 50	
To Attorney for expenses, viz:			
Capital Gazette Press - Advertising Sale	84 00		
Capital Gazette Press - Order nisi, Sale	15 00		
Speer Publications - Handbills	17 00		
Robert H. Campbell - Auctioneers fee	45 00		
Pennsylvania Insurance Co. - Bond Premium	32 00		
1964 County and State Taxes, adjusted 1/1/64 to 1/20/64 - (92.15)	5 04		
One half cost Documentarty Stamps	7 43		
Dorothy P. McNew - Notary Fees	1 50	206 97	
To Loyola Federal Savings & Loan Assn. this balance on Account of Claim filed	3,995 64	3,995 64	
		4,528 98	

Amount of Mortgage Claim filed	5,963	19
Interest on principal balance of 5760.82 from 12/30/63 to 3/26/64 - 86 days @ 6%	71	57
	6,034	76
Cr. - Amount allowed above	3,995	64
Balance - Subject to Decree in Personam	2,039	12

BOOK 153 PAGE 173

In the Matter of the	: No. 16,062	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Ernest T. Fieni and Lois J.	: for	
Bruno, Joint Tenants	: Anne Arundel County	
	:	

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

FILED
1953 DEC 27 AM 11:13

4411

No. 16,062 Equity

BOOK 153 PAGE 174

BOOK 1318 PAGE 356

Partial
Purchase money

This Mortgage,

made this 9th day of July in the year one thousand nine hundred and fifty-nine, between ERNEST T. FIENI and LOIS J. BRUNO, joint tenants, of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of

SEVENTEEN THOUSAND DOLLARS ----------($17,000.00)

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

interest and expenses only for first four months; thereafter, By the payment of the sum of ONE HUNDRED TWENTY TWO -----($122.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month., the first payment of $122.00 plus expenses due December 1, 1959.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

KNOWN AND DESIGNATED as Lot No. 18 as shown on the Plat of Hillendale recorded among the Plat Records of Anne Arundel County in Plat Book 26, Folio 45.

BEING the same property conveyed to the within-named Mortgagors by William Reisfeld Enterprises, Inc., a body corporate, et al, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1963 DEC 27 AM 11:13

BOOK 153 PAGE 175

BOOK 1318 PAGE 357

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor(s) or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor(s) covenant to warrant specially said lot(s) of ground and to execute such other assurances thereof as may be requisite.

Witness the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

Norwood A. Wieneke
NORWOOD A. WIENEKE

Ernest T. Fiem (SEAL)
Ernest T. Fiem

Lois J. Bruno (SEAL)
Lois J. Bruno

(SEAL)

BOOK 1318 PAGE 359 BOOK 153 PAGE 177

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 9th day of July, in the year one thousand, nine hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Ernest T. Fieni and Lois J. Bruno, joint tenants, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared WILMER M. JOHNSON, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Norwood A. Wieneke

11.00 NORWOOD A. WIENEKE
NOTARY PUBLIC

My Commission expires 5/1/61

Rec'd for record Aug. 4, 1959 at 10:50 A.M.
Mailed to Wm. W. Townshend, Jr.

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

MORTGAGE

FROM

Ernest T. Fieni and

Lois J. Bruno

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record ..... 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber ..... folio ..... &c. one of the Land Records of Anne Arundel County ..... and examined per ..... Clerk.
Cost of Record $ .....

No. 16,062

BOOK 153 PAGE 178

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

ANNAPOLIS, MARYLAND

A T T O R N E Y ' S S A L E

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Ernest T. Fieni and Lois J. Bruno, Joint Tenants, dated July 9th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1318, Folio 356, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

MONDAY, JANUARY 20th, 1964

at 1:30 o'clock P.M.

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 18, as shown on the Plat of Hillendale recorded among the Plat Records of Anne Arundel County in Plat Book 26, Folio 45.

BEING the same property conveyed unto Ernest T. Fieni and Lois J. Bruno, as Joint Tenants, by William Reisfeld Enterprises, Inc., a body corporate, by Deed dated July 9th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1318, Folio 354.

The above property is improved by a brick dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $1,500.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification

FILED

1963 DEC 27 AM 11:13

6

of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

- -

The Maryland Gazette - December 26th, 1963 and
January 2nd, 9th and 16th, 1964

Please send twenty-five handbills.

AFFIDAVIT OF NON-MILITARY SERVICE

No. 16,062 Equity

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 20th day of December ,
19 63 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in Mortgage, from Ernest T. Fieni and Lois J. Bruno, Joint Tenants, to Loyola Federal Savings and Loan Association (formerly United Federal) that to the best of his knowledge
plaintiff , in the above entitled cause, and made oath, in due form of law, that defendants
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

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 20th day of December , 19 63 .

DOROTHY P. McNEW NOTARY PUBLIC ANNE ARUNDEL CO., MD. Notarial Seal

Dorothy P. McNew,

Dorothy P. McNew, *Notary Public.*

My Commission will expire on:

May 3rd, 1965

Filed,

FILED

1963 DEC 27 AM 11:13

8

BOOK 153 PAGE 181

In the Matter of the	: No. 16,062	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Ernest T. Fieni and Lois J.	: for	
Bruno, Joint Tenants	: Anne Arundel County	
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Ernest T. Fieni and Lois J. Bruno, Joint Tenants, to Loyola Federal Savings and Loan Association (formerly United Federal) dated July 9th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1318, Folio 356. . . . . $17,000.00

Total amount paid on account of principal. $1,690.37
Credit - Expense Account 36.55

$1,726.92 1,726.92

$15,273.08

Plus interest to December 31, 1963 . . . . . 535.85

Amount of Mortgage Indebtedness. $15,808.93

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 20th day of December 1963, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and acknowledged the aforegoing Statement of Mortgage Claim to be true and bona fide as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

FILED

1963 DEC 27 AM 11:13

9

The Pennsylvania Insurance Company

BOOK 153 PAGE 182

II 16-062

BOOK 12 PAGE 293

A STOCK COMPANY

BOND NO. 47 52 53

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and THE PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of SEVENTEEN THOUSAND AND NO/100 ($17,000.00) - DOLLARS - current money to be Paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 15th day of January, 1964.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Ernest T. Fieni and Lois J. Bruno, Joint Tenants, to the Loyola Federal Savings and Loan Association, bearing date on or about the 9th day of July, 1959, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1318, Folio 356, the said William W. Townshend, Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

WHEREAS, default has occurred in the payment of the principal and interest aforesaid, and the said William W. Townshend, Jr., as Attorney Named in Mortgage is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden William W. Towhshend, Jr., does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue by law.

WITNESS AS TO PRINCIPAL:

Dorothy R. McHew

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

Natalie Paris

THE PENNSYLVANIA INSURANCE COMPANY

BY Ralph G. Viehman, Jr.

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

FILED

1964 JAN 17 PM 12:34

Form 24 S831
10

8-61

William W. Townshend, Jr.,
Attorney,
Towns-Worth Building, South St.
Annapolis, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Ernest T. Fieni and Lois J. Bruno, Joint Tenants, dated July 9th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1318, Folio 356, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

Mon., Jan. 20, 1964
at 1:30 O'clock P.M.

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 18, as shown on the Plat of Hillendale recorded among the Plat Records of Anne Arundel County in Plat Book 26, Folio 45.

BEING the same property conveyed unto Ernest T. Fieni and Lois J. Bruno, as Joint Tenants, by William Reisfeld Enterprises, Inc., a body corporate, by Deed dated July 9th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1318, Folio 354.

The above property is improved by a brick dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $1,500.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:
William W. Townshend, Jr.,
Attorney
Towns-Worth Building,
South Street
Annapolis, Maryland

ROBERT H. CAMPBELL,
Auctioneer

J-16

No. 11

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 183

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 18, 1964

We hereby certify, that the annexed Attorney's Sale Ernest T. Fieni

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of January, 1964. The first insertion being made the 26th day of December, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

1964 JAN
AN 20 AM 10:15

BOOK 153 PAGE 184

ROBERT H. CAMPBELL - - - - Auctioneer

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

ATTORNEY'S SALE

OF VALUBLE IMPROVED

Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Ernest T. Fieni and Lois J. Bruno, Joint Tenants, dated July 9th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1318, Folio 356, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

Monday, January 20, 1964

AT 1:30 O'CLOCK P.M.

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 18, as shown on the Plat of Hillendale recorded among the Plat Records of Anne Arundel County in Plat Book 26, Folio 45.

BEING the same property conveyed unto Ernest T. Fieni and Lois J. Bruno, as Joint Tenants, by William Reisfeld Enterprises, Inc., a body corporate, by Deed dated July 9th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1318, Folio 354.

The above property is improved by a brick dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $1,500.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

FILED

1964 JAN 24 PM 2:56

21

BOOK 153 PAGE 185

Annapolis, Maryland
January 20, 1964

I hereby certify that I have this 20th day of January 1964, sold the property described on the reverse hereof unto
CHAS. H. STEFFEY, INCORPORATED, a body corporate
at and for the sum of SEVENTEEN THOUSAND ONE HUNDRED DOLLARS ($17,100.00)

being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this 20th day of January 1964 purchased from William W. Townshend, Jr., the property described on the reverse hereof, at and for the sum of SEVENTEEN THOUSAND ONE HUNDRED DOLLARS ($17,100.00)
and I/we hereby agree to comply with the terms of sale.

CHAS. H. STEFFEY, INCORPORATED

By: H. Warren Crawford, VICE-PRESIDENT

FILED
1964 JAN 24 PM 2:55

13

BOOK 153 PAGE 186

In the Matter of the	: No. 16,062	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Ernest T. Fieni and Lois J.	: for	
Bruno, Joint Tenants	: Anne Arundel County	
	:	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify that on this 20th day of January 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared H. Warren Crawford, Vice President of Chas. H. Steffey, Incorporated, a body corporate, the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) it was not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) it had not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

William W. Townshend, Jr.

CHAS. H. STEFFEY, INCORPORATED (SEAL)

(SEAL)

VICE PRESIDENT

H. Warren Crawford

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

FILED

1964 JAN 24 PM 2:56

14

BOOK 153 PAGE 187

In the Matter of the	: No. 16,667	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Ernest T. Fieni and Lois J.	: for	
Bruno, Joint Tenants	: Anne Arundel County	
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from Ernest T. Fieni and Lois J. Bruno, Joint Tenants, dated July 9th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1318, Folio 356, said William W. Townshend, Jr., Attorney named in aforesaid mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given the notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Monday, January 20, 1964, at 1:30 o'clock P.M., and then and there sold the said property to Chas. H. Steffey, Incorporated, a body corporate, at and for the sum of SEVENTEEN THOUSAND ONE HUNDRED DOLLARS ($17,100.00), being at that figure the highest bidder therefor, said property described as follows:

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

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1964 JAN 24 PM 2:03

'5

KNOWN AND DESIGNATED as Lot No. 18 as shown on the Plat of Hillendale recorded among the Plat Records of Anne Arundel County in Plat Book 26, Folio 45.

BEING the same property conveyed unto Ernest T. Fieni and Lois J. Bruno, Joint Tenants, by William Reisfeld Enterprises, Inc., a body corporate, et al, by Deed dated July 9th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1318, Folio 354.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit will be required of $1,500.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 20th day of January 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

16

ORDER NISI

BOOK 153 PAGE 189

In the Matter of the Mortgaged Real Estate of Ernest T. Fieni and Lois J. Bruno, Joint Tenants

~~XXXXX~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,062 Equity

Ordered, this 24th day of January, 19 64, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of March next.

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

Louis N. Phipps Clerk.

True Copy,
William W. Townshend, Jr.
Atty

TEST: Clerk.

For the Maryland Gazette (Jan. 30th Edition)

(Final Order)

In the Matter of the Mortgaged Real Estate of Ernest T. Fieni and Lois J. Bruno, Joint Tenants ~~XXXXX~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3rd day of March, 1964 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. Brooke Duckett
JUDGE.

FILED

1964 MAR -3 PM 2:25

17

Order Nisi.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 16,062 EQUITY

In the Matter of the Mortgaged Real Estate of
ERNEST T. FIENI and
LOIS J. BRUNO, Joint Tenants.

Ordered, this 24th day of January, 1964, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of March next.

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

LOUIS N. PHIPPS
Clerk

True Copy, TEST:

LOUIS N. PHIPPS
Clerk

F-20

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 190

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 22, 1964

We hereby certify, that the annexed

Order Nisi
#16,062
Ernest T. Fieni

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of March, 1964. The first insertion being made the 30th day of January, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

FILED
1964 FEB 24 AM 10:03

No. M. G. 1252

18

In the Case of

In the Matter of the Mortgaged Real Estate of Ernest T. Fieni and Lois J. Bruno, Joint Tenants

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,062 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.
March 10, 1964

[signature]
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 30 day of March, 1964, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

[signature]
Clerk
Per: [signature], deputy

Dr. In the Matter of the Mortgaged Real Estate of
Ernest T. Fieni and Lois J. Bruno, Joint Tenants

BOOK 153 PAGE 192

In Acct. with William W. Townshend, Jr., Attorney named in Mortgage

		Cr.
1964, January 20.		
Proceeds of Sale	17,100 00	
Interest on deferred payment of 15,600.00 from 1/20/64 to 3/4/64	114 40	17,214 40
		17,214 40
To Attorney for fee, viz:	100 00	
To Attorney for Commissions, viz:	546 43	646 43
To Attorney for Court Costs, viz;		
Plaintiffs Solicitors Appearance Fee	10 00	
Clerk of Court - Court costs	28 00	
Auditor - stating this Account	25 00	63 00
To Attorney for expenses, viz:		
Capital Cazette Press - Advertising Sale	73 52	
Capital Gazette Press - Order nisi, Sale	15 00	
Speer Publications - Handbills	17 00	
Robert H. Campbell - Auctioneers fee	170 00	
Pennsylvania Insurance Co., Bond Premium	68 00	
1964 County & State taxes - adjusted 1/1/64 to 1/20/64 - 20 days	24 38	
One half cost documentary stamps	28 89	
Dorothy P. McNew - Notary fees	1 50	398 29
To Loyola Federal Savings and Loan Assn.		
Mortgage Claim as filed in full	15,808 93	
Interest on principal balance of 15,273.08 from 12/31/63 to 3/26/64 - 85 days @ 6%	214 91	16,023 84
To Ernest T. Fieni and Lois J. Bruno,		
Joint Teneants - this surplus	82 84	82 84
		17,214 40

E-116—1M—3-62.

PETITION FOR SALE OF PROPERTY BOOK 153 PAGE 193

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore, Maryland, 21201
Complainant

Vs.

RONALD JAMES CASTLE and
JOAN MARIE CASTLE, his wife
2017 Norman [redacted] Road
Harundale, Anne Arundel Co., Maryland
Defendants

Docket_____ Folio_____

Case No. _____

Filed _____

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL

~~BALTIMORE~~ COUNTY, IN EQUITY

No. 15,979

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 28th day of July A.D. 1961 the defendants Executed and delivered to The American National Building and Loan Association of Baltimore City a mortgage upon certain leasehold property in Anne Arundel County, ~~Baltimore County~~, therein described, to secure the payment of the mortgage debt of $9,100.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after and default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

That said mortgagors are presently in default under the 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.

J. Purdon Wright
345 St. Paul Place
Baltimore, Maryland, 21202
LE 9-1789 Attorney for Plaintiff

FILED

1963 NOV 12 AM 10:22

FHA Form No. 2127-H
(Revised July 1954)

BOOK 1496 PAGE 35

BOOK 153 PAGE 194

Equity No. 15,979

MORTGAGE

THIS MORTGAGE, Made this 28th day of July, A. D. 19 61, by and between
Ronald James Castle, and Joan Marie Castle, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and
The American National Building and Loan Association of Baltimore City
a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for borrowed money in the principal sum of Nine thousand one hundred---------- Dollars ($ 9,100.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five & one-quarter per centum (5¼%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The American National Building and Loan Association of Baltimore City Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Fifty and 32/100---------- Dollars ($ 50.32), commencing on the first day of August, 19 61, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 19 91 Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

16—55500-6

BEING known as Lot 14 A Block 21 as shown upon Section 2B Plat of Harundale which plat is recorded among the Land Records of Anne Arundel County in Plat Book 20 folio 25. The improvements thereon known as 2017 Norman Road.

BEING the same lot of ground described in an assignment of even date herewith and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, which was assigned by Inland Realty Inc. unto the herein mortgagors.

*Delete italicized words if Mortgagee is not a Building and Loan Association.

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This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for 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 $150.00 payable half-yearly on the 28th days of January and July in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it 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 30 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 30 day 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.

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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 J. Purdon Wright, 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 ($75.00)-------- Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), their heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

Witness:

Catherine E. Preston

Catherine E. Preston

C. Edward Pfeifer, Jr.

C. Edward Pfeifer, witness as to Joan Marie Castle

Ronald James Castle [SEAL]

Ronald James Castle

Joan Marie Castle [SEAL]

Joan Marie Castle

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this the 28th day of July, 19 61, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Ronald James Castle and Joan Marie Castle known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

At the same time also personally appeared Urban J. B. Link, 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.

Catherine E. Preston

Catherine E. Preston *Notary Public.*

My commission expires: May 6, 1963

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 28th day of July, 1961, before me, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared Joan Marie Castle, known to me to be the person whose name is subscribed to the within instrument and she acknowledged that she executed the same for the purpose therein contained.

AS WITNESS my hand and Notarial Seal.

C. Edward Pfeifer, Jr.

Notary Public

This form may be used as the security instrument in connection with mortgages to be insured under Section 203, Section 220, and in connection with "individual mortgages" to be insured under Section 213, Section 220, Section 221 and Section 809 of the National Housing Act.

STATE OF MARYLAND

Loan No. 4910

MORTGAGE

RONALD JAMES CASTLE, ET AL TO AMERICAN NAT'L BLDG. & LOAN ASSN

Received for Record

at o'clock M.

Same day recorded in Liber No. Folio , etc., one of the Records of examined per

Rec'd for record Aug. 2, 1961 at 12:47 P.M.

Mailed to American Nat'l Bldg & Loan Ass'n. of Balto. City

Cost of Records, $ 1.00

FEDERAL HOUSING COMMISSIONER

No. Insured under section of the National Housing Act as amended and Regulations of the Federal Housing Commissioner thereunder

Dated

AUG -2 PM 12:47

RECORDED IN LIBER GTC

NO. 1496 FOLIO 35

GEO. E. CROMWELL, CLERK

MR. CLERK

RETURN TO THE AMERICAN NATIONAL BUILDING & LOAN ASSOCIATION OF BALTIMORE CITY

LEXINGTON & LIBERTY STREETS

BALTIMORE 1, MD.

U. S. GOVERNMENT PRINTING OFFICE

(4) M Rec. 11.00

2017 Norman Road #17300

E-118—1 M—10-61.

BOOK 153 PAGE 198

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore, Maryland, 21201
Complainant

VS.

RONALD JAMES CASTLE and
JOAN MARIE CASTLE, his wife
2017 Norman Road - Harundale
Anne Arundel County, Maryland
Defendants

IN THE

ANNE ARUNDEL
Circuit Court for ~~Baltimore~~ County

IN EQUITY No. 15,979

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The American National Building and Loan Association of Baltimore City

under the mortgage from Ronald James Castle and Joan Marie Castle, his wife

to The American National Building and Loan Association of Baltimore City

dated the 28th day of July, 1961, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber GTC No. 1496 Folio 35

Principal Balance as of August 1, 1963	$ 8,835.18
Interest to January 1, 1964	231.90
	$ 9,067.08
Credit in Expense Account	7.51
TOTAL BALANCE DUE	$ 9,059.57

8835.18
7.51
8827.67

THE AMERICAN NATIONAL BUILDING AND
LOAN ASSOCIATION OF BALTIMORE CITY

BY: Howard I. Scaggs
Howard I. Scaggs, President

ANNE ARUNDEL

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

I HEREBY CERTIFY, that on this 8th 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 said County of ~~Baltimore~~ Anne Arundel, personally appeared Howard I. Scaggs, President of The American National Building and Loan Association of Baltimore City

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

Sue C. Quasny
Sue C. Quasny, Notary Public

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FILED

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THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore, Maryland, 21201
Plaintiff

VS.

RONALD JAMES CASTLE and
JOAN MARIE CASTLE, his wife
2017 Norman Road-Harundale
Anne Arundel County, Maryland
Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

Equity No. 15,979

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

NON-MILITARY SERVICE AFFIDAVIT

ANNE ARUNDEL
STATE OF MARYLAND, COUNTY (CITY), To Wit:

I HEREBY CERTIFY, that on the 8th day of November, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County (City) personally appeared Howard I. Scaggs, President of The American National Building and Loan Association of Baltimore City and made oath, in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

(1) Said Defendants are not in the Military Service of the United States of America;

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

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

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

Sue C. Quasny Notary Public

Howard I. Scaggs, President, Affiant
The American National Building and
Loan Association of Baltimore City

FILED

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E-117—1M—10-62.

BOOK 153 PAGE 200

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

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore, Maryland, 21201
Complainant

Vs.

RONALD JAMES CASTLE and
JOAN MARIE CASTLE, his wife
2017 Norman Road - Harundale
Anne Arundel County, Maryland
Defendants

DOCKET _____ FOLIO _____

CASE NO. Equity 15,979

FILED _____

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

_____ TERM, 19____

DECREE FOR SALE OF MORTGAGED PREMISES

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

It Is Thereupon, this 13th day of November in the year nineteen hundred and sixty-three by the Circuit Court of ~~Baltimore~~ Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that J. Purdon Wright be and he is hereby appointed Trustee to make said sale, and that the course and manner of himproceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $9500.00 Fair Value Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by and further Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in ~~Baltimore~~ Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be ~~one-third cash,~~ $500.00 cash at time and place of sale, the balance in cash at time of ratification of sale by ~~the balance in six and twelve months, or all cash as the purchaser may elect, the credit payment to~~ the Court, or all cash as purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the 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 assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse
JUDGE

FILED

1963 NOV 13 AM 10:20

8

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate Lexington and Liberty Streets Baltimore, Maryland, 21201. Complainant	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
-vs-	*	
RONALD JAMES CASTLE and JOAN MARIE CASTLE, his wife 2017 Norman Road Harundale, Anne Arundel County, Maryland Defendants	*	Docket 21 folio 294 Case No. 15,979

****

PETITION AND ORDER TO SUBSTITUTE TRUSTEE IN MORTGAGE FORECLOSURE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of J. Purdon Wright, Trustee in the above entitled foreclosure proceeding, respectfully represents:

1. That heretofore to wit: On the 13th day of November, 1963, Your petitioner was duly appointed Trustee by Decree of this Honorable Court to conduct the foreclosure proceeding on the leasehold premises known as 2017 Norman Road, Harundale, Anne Arundel County, Maryland, in these proceedings mentioned.

2. That pursuant to said Decree, the auction sale has been scheduled for Monday, January 13th, 1964, at 4:00 p.m. and is currently being advertised in The Maryland Gazette.

3. That the said J. Purdon Wright, Trustee as aforesaid, now finds it impossible to attend said sale, thereby making it necessary for this Honorable Court to appoint a Substitute Trustee in the place and stead of the said J. Purdon Wright, pursuant to the provisions of Maryland Code Annotated, Article 66, Section 6 (C).

4. That J. Purdon Wright, Jr., is an associate in the law firm of J. Purdon Wright and is familiar with this foreclosure proceeding and the property to be sold herein.

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BOOK 153 PAGE 202

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order in the premises appointing J. Purdon Wright, Jr. as Substitute Trustee to act in the place and stead of the said J. Purdon Wright in these proceedings.

AND, AS IN DUTY BOUND, etc.

J. Purdon Wright

J. PURDON WRIGHT
TRUSTEE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY , to wit:

I HEREBY CERTIFY that on this 6th day of January 1964, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared J. Purdon Wright, Trustee in the aforesaid foreclosure case, and made oath in due form of law that the matters and facts in the aforegoing Petition are true and correct to the best of his knowledge, information and belief.

AS witness my Hand and Notarial Seal.

Sue C. Quasny

Sue C. Quasny
Notary Public

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate Lexington and Liberty Streets Baltimore, Maryland, 21201 Complainant	*	IN THE
	*	CIRCUIT COURT
	*	FOR
-vs-	*	ANNE ARUNDEL COUNTY
RONALD JAMES CASTLE and JOAN MARIE CASTLE, his wife 2017 Norman Road Harundale, Anne Arundel County, Maryland Defendants	*	IN EQUITY
	*	Case No. 15,979 Docket 21 folio 294
	*	

****

ORDER

Upon the aforegoing Petition and Affidavit, it is this 7th day of January, 1964, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED, that J. Purdon Wright, Jr., be and he is hereby appointed Substitute Trustee in the place and stead of J. Purdon Wright, under the Decree of this Court dated November 13, 1963, the Substitute Trustee to file approved Bond in accordance with the aforesaid Decree.

JUDGE

FILED

1964 JAN -7 PM 2:47

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Judicial 10—MARYLAND—TRUSTEE TO SELL

BOOK 12 PAGE 286
BOOK 153 PAGE 204

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

No. 15,979 Equity

American National Building and Loan Association of Baltimore City

versus

Ronald James Castle and Joan Marie Castle, h/w

Substituted
BOND OF TRUSTEE TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, J. Purdon Wright, Jr., of 345 St. Paul Place, Baltimore, Maryland 21202 as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand Five Hundred and 00/100 - - - - - - - - - - - - - - - - - - Dollars ($ 9,500.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 30th day of December in the year of our Lord one thousand, nine hundred and sixty three.

WHEREAS THE ABOVE BOUNDEN J. Purdon Wright, Jr.

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

American National Building and Loan Association of Baltimore City

versus

Ronald James Castle and Joan Marie Castle, H/W

now pending in said Court.

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

J. Purdon Wright, Jr.

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

[signature] J. Purdon Wright, Jr. (SEAL)

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Bond approved this 7th day of January, 1964

Louis N. Phipps, Clerk By Robert J. Noeth, Attorney in fact

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12

J. PURDON WR[illegible]T
Solicitor
345 St. Paul Place
Baltimore, 2, Maryland

Trustee's Sale

OF DESIRABLE LEASEHOLD PROPERTY

2017 NORMAN ROAD
Harundale
Anne Arundel County, Md.

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, Case No. 15,979, Docket 21 folio 294, the undersigned, Trustee, will sell at public auction on the premises, on

Mon., Jan. 13, 1964
at 4 o'clock P.M.

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

BEING known as Lot 14 A Block 21 as shown upon Section 2B Plat of Harundale which plat is recorded among the Land Records of Anne Arundel County in Plat Book 20 folio 25. The improvements thereon known as 2017 Norman Road. Subject to an annual ground rent of $150 and improved by a dwelling.

TERMS OF SALE: A cash deposit of $500 will be required of the purchaser at time and place of sale, balance in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County, in Equity. Interest to be paid on the unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges and expenses, if any, to be adjusted to date of sale.

J. PURDON WRIGHT, Trustee
ALEX COOPER
Auctioneers, Inc.
Plaza 2-4868 212 N. Calvert St.
Baltimore 2, Md.

J-9

N[illegible]
13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 205

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 14, 1964

We hereby certify, that the annexed

Trustee's Sale
2017 Norman Road
Eq. Case No. 15,979

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of January, 1964. The first insertion being made the 19th day of December, 1963

FILED
1964 JAN 13 AM 9:52

THE CAPITAL-GAZETTE PRESS, INC.

By A. Leighsman

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

I HEREBY CERTIFY that on this 16th day of January, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Howard I. Scaggs, President of The American National Building and Loan Association of Baltimore City, purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is the purchaser and purchased same as principal and not as an agent for anyone, and that it has not directly nor indirectly discouraged anyone from bidding for the said 2017 Norman Road, Glen Burnie, Maryland, mentioned in said Report of Sale.

Sue C. Quasny, Notary Public

Howard I. Scaggs, President
The American National Building and
Loan Association of Baltimore City
AFFIANT

FILED

1964 JAN 20 AM 10:14

14

E-123—-1 M—10-28-60.

REPORT OF SALE

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore, Maryland, 21201
Complainant

VS.

RONALD JAMES CASTLE and
JOAN MARIE CASTLE, his wife
2017 Norman Road
Glen Burnie, A.A. Co., Maryland
Defendants

—IN THE—

BOOK 153 PAGE 207

CIRCUIT COURT

—FOR—

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

ANNE ARUNDEL No. 15,979 Equity

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

The Report of Sale of J. Purdon Wright, Jr., Substitute Trustee appointed by the decree in the above entitled cause to make sale of leasehold property known as 2017 Norman Road

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

a weekly newspaper, published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, said Substitute Trustee did pursuant to said notice on Monday the 13th day of January, 1964, at 4:00 o'clock, P. M., attend on the premises and then and there sold said leasehold property unto The American National Building and Loan Association of Baltimore City, mortgagee herein, Lexington and Liberty Streets, Baltimore, Maryland, 21201, at and for the price of $9,000.00, it being the highest bidder at said sale.

J. Purdon Wright, Jr.

J. Purdon Wright, Jr., Substitute Trustee.

ANNE ARUNDEL

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

I Hereby Certify, that on this 16th day of January, 19 64, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel ~~Baltimore~~ aforesaid, personally appeared J. Purdon Wright, Jr., Substitute Trustee and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale therein by reported was fairly made.

FILED

1964 JAN 20 AM 10:14

Sue C. Quasny

Sue C. Quasny, Notary Public J.P.

15

ORDER NISI

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate

versus

RONALD JAMES CASTLE and JOAN MARIE CASTLE, his wife

BOOK 153 PAGE 208

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,979 Equity

Ordered, this 20th day of January, 1964, That the sale of the property in these proceedings mentioned made and reported by J. Purdon Wright, Jr. Substitute Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of February next.

The report states that the amount of sale was $ 9,000.00.

Louis N. Phipps Clerk.

True Copy,
J. Purdon Wright, Atty.

TEST: Clerk.

For the Maryland Gazette (Jan. 23rd Edition)

(Final Order)

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, A body corporate

versus

RONALD JAMES CASTLE and JOAN MARIE CASTLE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of February, 1964 that the sale made and reported by the ~~Substituted~~ Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Substituted~~ Trustee ~~allowed~~ the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse JUDGE.

FILED

1964 FEB 25 PM 3:22

14

BOOK 153 PAGE 209

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 15,979 EQUITY

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY—a body corporate

versus

RONALD JAMES CASTLE and JOAN MARIE CASTLE, his wife

Ordered, this 20th day of January, 1964, That the sale of the property in these proceedings mentioned made and reported by J. Purdon Wright, Jr. Substitute Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of February next.

The report states that the amount of sale was $9,000.00.

LOUIS N. PHIPPS
Clerk

True Copy, TEST:
LOUIS N. PHIPPS
Clerk

F-13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 14, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,979
Ronald James Castle

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 February, 1964. The first insertion being made the 23rd day of January, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1964 FEB 14 PM 4:09

No. M. G. 17-2-8

17

BOOK 153 PAGE 210

In the Case of

The American National Building & Loan Association of Baltimore City

VS.

Ronald J. Castle & Joan M. Castle, his wf.

In the

Circuit Court

For

Anne Arundel County

No. 15,979 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.

Arthur A. Anderson Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 9th day of April, 1964, 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
1964 APR -9 PM 3:51

1964 MAR 24 PM 2:35

18

Dr. Mortgaged Real Estate of Ronald James Castle & Joan Marie Castle, his wf.

In Acct. with J. Purdon Wright, Jr., Substitute Trustee

				Cr.
By	Amount of Sale, as per Trustee's Report			
	of Sale filed		9,000 00	
"	Interest, 6%, on deferred payment,			
	$8,500.00, from 1/13/64 to 2/26/64		60 83	
	Adjustments:			
	Anne Arundel County Sanitary charges,			
	1/13/64 to 12/31/64		24 62	
	Ground rent 1/13/64 to 1/23/64		4 20	
				9,089 65
To	Trustee, for fee, viz	75 00		
"	" , for commission, viz	300 00		
			375 00	
"	Trustee, for Court costs, viz			
	Plaintiff's Solicitor, appearance fee	10 00		
	Clerk, Court costs	32 25		
	Auditor, this account	22 50		
			64 75	
"	Trustee, for expenses, viz			
	The Capital-Gazette Press, Inc.			
	Advertising & Nisi - sale	76 24		
	U. S. Fidelity & Guaranty Co. - bond	38 00		
	Alex Cooper, Auctioneer's fee	35 00		
	Adjustments:			
	Water charges 1/1/64 - 1/13/64	11 45		
	Ground rent, due 1/23/64	75 00		
	Taxes 1/1/64 to 1/13/64	6 89		
	½ Federal & State Revenue stamps	14 85		
	Anne Arundel County Commission charges 1964 /	25 54		
	Harundale Maintenance charges 1/1/61 to 1/13/64	31 56		
			299 68	
"	American Nat'l Building & Loan Assoc. of			
	Baltimore City, Mortgagee, on account of			

mortgaged claim	8,350	22			
			8,350	22	
					9,089	65
Balance due on mortgage, as per claim					
filed	9,059	57			
Interest, 5¼%, on Principal balance,					
$8,827.67, from 1/1/64 to 4/10/64	128	73			
	9,188	30			
Credit amount allowed above	8,350	22			
This amount subject to decree in personam	838	08			

BOOK 153 PAGE 213

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ROBERT WELDON MITCHELL, JR., AND LOLA MITCHELL, HIS WIFE	:	(In Equity) No. 16,077

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 Robert Weldon Mitchell, Jr., and Lola Mitchell, his wife to Baltimore Federal Savings and Loan Association, dated January 14th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1364 folio 403.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Md. 21202

Le 9-6841

FILED

1964 JAN -6 AM 9:25

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

BOOK 153 PAGE 214
BOOK 1364 PAGE 403

MARYLAND

Equity No. 16,077

MORTGAGE

THIS MORTGAGE, made this 11th day of January, A. D. 1960, by and between ROBERT WELDON MITCHELL, JR. and LOLA MITCHELL, 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 TWELVE THOUSAND EIGHT HUNDRED NINETY and 00/100ths Dollars ($ 12,890.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one-quarter per centum (5¼ %) per annum until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SEVENTY-SEVEN and 25/100ths Dollars ($ 77.25), commencing on the first day of February, 19 60, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 19 85. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 18, Block K, as shown on Plat No. 1, Country Club Manor, dated May, 1958 by John W. Boutwell, Jr., Surveyor, and recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 53. The improvements thereon being known as No. 1019 Genine Drive.

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

FILED

1964 JAN -6 AM 9:26

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

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One hundred fifty ($150.00) Dollars, payable half-yearly on the 23rd days of January and July, in each and every year.**

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will he 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 he a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

JOHN R. HOLLAND, JR.

Robert Weldon Mitchell, Jr. [SEAL]

[SEAL]

Lola Mitchell [SEAL]

Lola Mitchell

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1364 PAGE 407

I HEREBY CERTIFY, That on this 14th day of January, 19 60, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Robert Weldon Mitchell, Jr. and Lola Mitchell, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

JOHN R. HOLLAND, JR. *Notary Public.*

11.00

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

Rec'd for record Jan. 18 1960 at 10:55 A.M.

Mailed to The Colonial Title Guaranty Co.

tion No. 53068

by aek

Examiner

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

ROBERT WELDON MITCHELL, JR., AND
LOLA MITCHELL, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL, Attorney Named in Mortgage	IN THE CIRCUIT COURT
VS.	FOR
ROBERT WELDON MITCHELL, JR., AND LOLA MITCHELL, HIS WIFE	ANNE ARUNDEL COUNTY
	In Equity - No. 16,077

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from Robert Weldon Mitchell, Jr., and Lola Mitchell, his wife

to Baltimore Federal Savings and Loan Association

dated the 14th day of January 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No 1364 Folio 403

Amount of Mortgage	$12,890.00	
Less - amount paid on principal	541.86	
	12,348.14	12348.14
Plus - interest to 12/10/63	342.12	112.41
	12,690.26	12235.73
Less - balance in expense account	112.41	
	12,577.85	

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 2nd day of January 19 63 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link

Clara M. Link, Notary Public

FILED

1964 JAN -6 AM 9:25

6

WALTER S. CALWELL, Attorney Named in Mortgage	:	
VS.	:	IN THE CIRCUIT COURT
	:	FOR
ROBERT WELDON MITCHELL, JR., AND LOLA MITCHELL, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity) No. 16,077

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 2nd day of January 19 64 before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

(1) Said Defendant(s) are not in the Military Service of the United States of America;

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

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

(4) Said Defendant(s) are not a member(s) of the Enlisted Reserve Corps who ha vebeen ordered to report for Military Service.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Charles E. Williams
Charles E. Williams, Affiant
Vice President

FILED

1964 JAN -6 AM 9:26

7

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal [illegible]ding
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

under and by virtue of the power and authority contained in a Mortgage from Robert Weldon Mitchell, Jr., and Lola Mitchell, his wife to Baltimore Federal Savings and Loan Association, dated January 14th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1364 folio 403 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, JANUARY 29, 1964 at 3:00 P.M.

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, Maryland, at Country Club Manor, near Furnace Branch and Marley Creek, and described as follows:

Being known and designated as Lot No. 18, Block K, as shown on Plat No. 1, Country Club Manor, dated May, 1958 by John W. Boutwell, Jr., Surveyor, and recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 53. The improvements thereon being known as No. 1019 Genine Drive.

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

Subject to an annual ground rent of $150.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of a one story detached dwelling, containing 5 rooms (3 bedrooms), 1 bath, attached garage, forced warm air gas fired heat.

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

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

J-23

16,077

OFFICE OF

Maryland Gazette

Published by

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 220

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 24, 1964

We hereby certify, that the annexed

Attorney's Sale

Robert Weldon Mitchell, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of January, 1964. The first insertion being made the 9th day of January, 1964.

FILED
1964
JAN 24 AM 11:21

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Equity No 16077

Mortgagee and Attorney's Bond.

1-369

BOOK 12 PAGE 303

BOOK 153 PAGE 221

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N. Y.

BOND NO: 0466-0274-0181-64

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore, Maryland as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New-York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWELVE THOUSAND SIX HUNDRED AND NO/100 ----- ($12,600.00) --- Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 24th day of January in the year nineteen hundred and sixty-four

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Robert Weldon Mitchell, Jr. and Lola Mitchell, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 14th day of January nineteen hundred and sixty and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1364, Folio 403 ~~and~~ XXX

1019 Genine Drvie - 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 W. Link

~~Attest~~ Witness as to Surety:

J. McDuffie

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By William A. Weech, Attorney-in-fact

1964 JAN 28 AM 10:22

Bond approved this 28th day of January, 1964

Louis N. Phipps, Clerk

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
ROBERT WELDON MITCHELL, JR., AND LOLA MITCHELL, HIS WIFE	:	ANNE ARUNDEL COUNTY Equity No. 16,077

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 29th day of January , 19 64, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid , personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL S. & L. ASS'N.

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

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

FILED
1964 JAN 31 AM

Clara M. Link
Notary Public

10

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
ROBERT WELDON MITCHELL, JR., AND LOLA MITCHELL, HIS WIFE	:	(In Equity) - No. 16,077

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated January 14th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1364 folio 403 from said Robert Weldon Mitchell, Jr., and Lola Mitchell, 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 29th day of January, 1964 at three ~~o'clock~~, 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. 18, Block K, as shown on Plat 1, Country Club Manor, dated May, 1958 by John W. Boutwell, Jr., Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 53, the improvements whereon are known as No. 1019 Genine Drive; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1964 JAN 31 AM 9:45

//

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 Robert Weldon Mitchell, Jr., and Lola Mitchell, his wife to Baltimore Federal Savings and Loan Association, dated January 14th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1364 folio 403 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, JANUARY 29, 1964 at 3:00 P.M.

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, Maryland, at Country Club Manor, near Furnace Branch and Marley Creek, and described as follows:

Being known and designated as Lot No. 18, Block K, as shown on Plat No. 1, Country Club Manor, dated May, 1958 by John W. Boutwell, Jr., Surveyor, and recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 53. The improvements thereon being known as No. 1019 Genine Drive.

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

Subject to an annual ground rent of $150.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of a one story detached dwelling, containing 5 rooms (3 bedrooms), 1 bath; attached garage, forced warm air gas fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage

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

J-23

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Thirteen Thousand one Hundred eighty-four ($13,184.00) Dollars, subject to the payment of an annual ground rent of $150.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,

Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 30th day of January, 1964 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link, Notary Public

ORDER NISI

WALTER S. CALWELL, Attorney Named in Mortgage

versus

ROBERT WELDON MITCHELL, JR., and LOLA MITCHELL, his wife

BOOK 153 PAGE 225

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,077 Equity

Ordered, this 31st day of January, 1964, 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 9th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of March next.

The report states that the amount of sale was $13,184.00

Louis J. Phipps Clerk.

True Copy,

TEST: Maryland Gazette (for Feb. 6 edition) Clerk.

Walter S. Calwell, Atty.

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

ROBERT WELDON MITCHELL, JR., AND LOLA MITCHELL, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of March, 1964, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse JUDGE.

FILED

1964 MAR 11 AM 10:41

13

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
ROBERT WELDON MITCHELL AND LOLA MITCHELL, HIS WIFE	:	In Equity - No. 16, 077

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 ~~xxxxxxxx xxxxxxx xxx~~ sold certain leasehold property situated in Anne Arundel County, known as No. 1019 Genine Drive and described in these proceedings to Baltimore Federal Savings and Loan Association.

That the said purchaser has requested your Petitioner to substitute as purchaser in its place and stead, J. S. Gleason, Jr., as Administrator of Veterans' Affairs, who has requested to be so substituted.

WHEREFORE YOUR PETITIONER PRAYS that this Honorable Court pass an Order substituting J. S. Gleason, Jr., Administrator of Veterans' Affairs, as purchaser in the place and stead of Baltimore Federal Savings and Loan Association.

Walter S. Calwell,
Attorney Named in Mortgage

ASSENT

We Hereby assent to the relief prayed in the aforegoing Petition.

Walter S. Calwell,
Attorney Named in Mortgage

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Charles E. Williams
Charles E. Williams
Vice President

FILED

1964 JAN 31 AM 9:45

14

ORDER

UPON the aforegoing Petition and Assent, it is hereby this 31 day of ~~January~~ February 1964

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. 1019 Genine Drive County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

V Brown Vinchett

FILED

1964 FEB -3 AM 11:41

15

BOOK 153 PAGE 228

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,077

Robert Weldon Mitchell, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of March, 1964. The first insertion being made the 6th day of February, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 15,077 EQUITY
WALTER S. CALWELL,
Attorney Named in Mortgage
Versus
ROBERT WELDON MITCHELL, JR., and LOLA MITCHELL, his wife

Ordered, this 31st day of January, 1964, 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 9th day of March next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of March next.

The report states that the amount of sale was $13,184.00.

LOUIS N. PHIPPS
Clerk

True Copy, TEST:
LOUIS N. PHIPPS
Clerk

F-27

FILED
1964 MAR -2 AM 9:39

No. M. G. 1796

14

BOOK 153 PAGE 229

In the Case of

Walter S. Calwell, Attorney named in Mortgage

VS.

Robert Weldon Mitchell, Jr. and Lola Mitchell, his wife

In the

Circuit Court

For

Anne Arundel County

No. 16,077 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Arthur A. Anderson, Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 9th day of April, 1964, 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

1964 APR -9 PM 3:51

Dr. Mortgaged Real Estate of Robert Weldon Mitchell, Jr. and Lola Mitchell, his wife

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

				Cr.
By	Amount of Sale, as per Attorney's Report of Sale filed		13,184 00	
"	Interest, 6%, on deferred payment, $12,684.00, from 1/29/64 to 3/12/64		98 88	
				13,282 88
To	Attorney, for fee, viz	50 00		
"	" , for commission, viz	425 52		
			475 52	
"	Attorney, for Court costs, viz			
	Plaintiff's Solicitor, appearance fee	10 00		
	Clerk, Court costs	29 25		
	Auditor, this account	22 50		
			61 75	
"	Attorney, for expenses, viz			
	The Capital-Gazette Press, Inc.			
	Advertising & Nisi - sale	76 68		
	New Amsterdam Casualty Co. - bond	50 40		
	E. T. Newell & Co., Inc. - auctioneer's fee	35 00		
	Notary fees	1 25		
	Adjustment, ground rent, 1/23/64 to 1/29/64	2 52		
	" , taxes, 1/1/64 to 1/29/64	16 85		
			182 70	
"	Baltimore Federal Savings & Loan Assoc., mortgagee, on account of mortgage claim	12,562 91		
			12,562 91	
				13,282 88
	Balance due on mortgage as per claim filed	12,577 85		
	Interest, 5¼%, on principal balance, $12,235.73, from 12/11/63 to 4/11/64	214 12		
		12,791 97		
	Credit amount allowed above	12,562 91		
	This amount subject to decree in personam	229.06		

BOOK 153 PAGE 231

H. Allen Mezger, Attorney named in Mortgage

VS

Marie Allen, unmarried

* IN THE

* CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY

* Equity NO. 16,038

* * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H. Allen Mezger

H. Allen Mezger,
Attorney named in Mortgage

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

FILED

1963 DEC 13 PM 12:51

JWW

THIS MORTGAGE, Made this 12th day of October - , in the year one thousand nine hundred and sixty-one , between MARIE ALLEN, unmarried, - - -

NO STAMPS REQUIRED

- - - - - - - - - - - - - - - - - - - -of the - - County of Anne Arundel, in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Eleven Thousand and no/100($11,000.00) - -- Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent of the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Seventy-nine and no/100($79.00) dollars - - - - - commencing on the- - first - day of November - , 1961 , and on the- - first - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors- - - - - - - - - - -

#4076

do grant, convey and assign unto the said mortgagee, its successors and assigns, all those - lots of ground situate and lying in Third Election District, Anne Arundel County, State of Maryland, and described as follows:

BEING Lots Nos. Three (3) and Four (4) in Block D, as shown on the Plat of Pine Haven on Stoney Creek, recorded among the Plat Records of Anne Arundel County in Plat Book 22, folio 8.

BEING the same lots of ground which by deed dated of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, were granted and conveyed by Harold W. Stout and Georgia W. Stout, his wife, unto the within named mortgagor. .

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

FILED
1961 DEC 13 PM 12:52

BOOK 153 PAGE 233

BOOK 1515 PAGE 316

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

TO HAVE AND TO HOLD the said lots of ground and premises unto the said mortgagee, its successors and assigns, in fee simple; subject to restrictions of record.

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly on the payment date shown on Page One, each and every month the sum of Fifteen and no/100($15,00) dollars - - - - - - - - - for the payment of taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. (In the event the mortgagee holds a prior mortgage on aforesaid property, the payments for such purposes shall only begin upon release of said prior mortgage.) Should such payments be insufficient the mortgagee, its successors or assigns, is hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE, MD.

3

premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer any waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and payable as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagors (or either of them) this mortgage will immediately mature, and will entitle the mortgagee to foreclose this mortgage without notice; (8) That after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, interest, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property; which right to possession shall immediately cease and be surrendered in the event of the maturing of the mortgage through default under covenant (7) above.

AND the said mortgagors hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or I. Winston Mezger, or H. Allen Mezger, their duly constituted Attorneys or Agents, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One Hundred ($100.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the City/County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under

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

this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whosoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

THE mortgagors named herein, other than the title owners of the property or properties described herein, join in the execution of these presents for the purpose of inducing the mortgagee to make the mortgage loan as herein set forth and do hereby jointly and severally guarantee the performance of the terms, covenants and conditions of this mortgage and the repayment of the principal debt and all other sums due thereunder.

IT IS UNDERSTOOD AND AGREED that in consideration of the initial service charge paid by the mortgagors, this mortgage may be pre-paid in whole or part, at any time, without penalty.

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

WITNESS the hands and seals of the said mortgagors.

Witness:

Gary S. Wase

Marie Allen (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 12th day of October, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Marie Allen, unmarried, - - - - - - - - - - - - -

known to me (or satisfactorily proven) to be the person whose name is/are subscribed to the within mortgage, and she acknowledged the aforegoing mortgage to be her act. At the same time also appeared John P. Helmer, - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Gary S. Wase Notary Public

My Commission expires May 6th, 1963.

Rec'd for record Oct. 13, 1961 at 12:08 P.M. - 4 -

Mailed to Mezger & Mezger

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

5

H. Allen Mezger, Attorney
named in Mortgage

VS

Marie Allen, unmarried

BOOK 153 PAGE 236

IN THE
CIRCUIT COURT
-OF-
ANNE ARUNDEL COUNTY

Equity No. 16,038

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 11,000.00
Less - Total amount paid on account of Principal	$1873.80	
Less - Credit Expense Account	22.58	1,896.38
Net Balance	$1896.38	$ 9,103.62
Plus accumulated interest to January 31st, 1964 (with interest thereafter at rate of 6% per annum)		91.49
Total Amount of Mortgage Indebtedness		$ 9,195.11

ARUNDEL FEDERAL SAVINGS & LOAN
ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke Jr. Treasurer

Henry C. Bourke, Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this 12th day of December, in the year nineteen hundred and sixty-three, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer Arundel Federal Savings and Loan Association of Baltimore City, Mortgagee ~~XXXXXXXXXXX~~ 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

Charles W. Wilkerson

Charles W. Wilkerson--Notary Public

My Commission Expires: May 3, 1965.

FILED

1963 DEC 13 PM 12:51

4

BOOK 153 PAGE 237

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

H. Allen Mezger, Attorney

named in Mortgage

vs.

Marie Allen, unmarried

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity NO. 16038

Docket ..... **Folio** .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

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

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

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

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

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

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

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: John P. Helmer (SEAL)
John P. Helmer, *Affiant.* President.

Subscribed and sworn to before me this 15th day of January 19 64

E. Jane Rusinek
Notary Public

E. Jane Rusinek
My commission expires May 3rd, 1965.

JAN 20

Jud. 14042. △

MORTGAGEE OR ATTORNEYS' BOND

BOOK 153 PAGE 238

BOOK 12 PAGE 294

No. 16,038 Equity

Know all Men by these Presents:

THAT WE H. Allen Mezger

of Suite 419, One North Charles, Baltimore, Maryland 21201

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand Two Hundred Fifty and No/100 ($9,250.00)- - - - - Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 20th day of January in the year of our Lord nineteen hundred and sixty-four

WHEREAS, the above bounden H. Allen Mezger by virtue of a power contained in mortgage from Marie Allen, unmarried to Arundel Federal Savings and Loan Association of Baltimore City

dated October 12th, 1961 and recorded in Liber GTC No. 1515 folio 315 etc., one of the Land Record Books of Anne Arundel County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said H. Allen Mezger is about to execute the power vested in him in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Joyce W. Waltemeyer

Joyce W. Waltemeyer

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

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

ATTEST:

Barbara Berberich

Barbara Berberich

Bond approved this 20th day of January 1964

Louis N. Phipps, Clerk

FILED

1964 JAN 20 AM 10:03

8

MEZGER AND [illegible]GER
Attorneys
One North Charles
Baltimore 1, Maryland

Attorney's Mortgage Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

IMPROVED WITH A split level four room and bath with club basement dwelling, redwood siding with composition roof, baseboard hot water oil heat, situate on shady lot 100 feet by 100 feet facing Cedar Drive, and being known as Lots Three (3) and Four (4), Block "D", Plat of Pine Haven on Stoney Creek, Third Election District, Anne Arundel County, State of Maryland.

Under and by virtue of the power of sale contained in the mortgage dated October 12th, 1961, from Marie Allen, unmarried said mortgage being duly recorded among the Land Records of Anne Arundel, in Liber G.T.C. No. 1515, folio 315, the undersigned as Attorney, will offer for sale at public auction on the premises on;

FRIDAY, JANUARY 24th, 1964 AT 2:00 O'CLOCK P.M.

the following described property:

No Being Lots Nos. Three (3) and Four (4) in Block D, as shown on the Plat of Pine Haven on Stoney Creek, recorded among the Plat Records of Anne Arundel County in Plat Book 22, folio 8.

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

Taxes and all other expenses to be adjusted to day of sale.

H. ALLEN MEZGER,
Attorney named in Mortgage

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

J-23

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 239

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 24, 1964

We hereby certify, that the annexed

Attorney's Mortgage Sale

Marie Allen

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 January, 1964. The first insertion being made the 23rd day of January, 1964.

FILED
1964 JAN
JAN 24 AM 11:21

THE CAPITAL-GAZETTE PRESS, INC.

By H. Leitzheim

H. Allen Mezger, Attorney named in Mortgage

vs.

Marie Allen, unmarried

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Equity NO. 16038

* * * * * * * * *

CERTIFICATION

WE HEREBY CERTIFY, that on the 24th day of January, 1964, we sold at public auction for the highest price obtainable to Arundel Federal Savings and Loan Association of Baltimore City- the property described as follows:

BEING Lots Nos. Three (3) and Four (4) in Block D, as shown on the Plat of Pine Haven on Stoney Creek, recorded among the Plat Records of Anne Arundel County in Plat Book 22, folio 8.

at and for the price of Eight Thousand ($8,000.00) Dollars.

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

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

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

I/We, the undersigned, hereby certify:
That I/We purchased the above described property at and for the price of $8,000.00.

That I/We agree to comply with the terms of sale as set forth in the advertisement of the said sale.
That I/We purchased the property on our own behalf and there are no other persons who are interested as principals.
That I/We have not directly or indirectly discouraged anyone from bidding at the time of the sale.

~~WITNESS our hands and seals this day of 19~~
IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by HENRY C. BOURKE, JR., Treasurer, its duly authorized agent.

Arundel Federal Savings and Loan Association of Baltimore City ~~(SEAL)~~

BY Henry C. Bourke (SEAL)
Henry C. Bourke, Jr.

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

I HEREBY CERTIFY, That on this 24th day of January, 1964, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared JOHN M. MILLER, JR., President of E. T. Newell & Co., Inc., and Henry C. Bourke, Jr., Treasurer of Arundel Federal Savings and Loan Association of Baltimore City- - - - - - - - - - - - - who made oath in due form of law that the matters and facts set forth above are true to their best knowledge, information and belief.

AS WITNESS my hand and Notarial Seal

G. Winston Mezger
G. Winston Mezger Notary Public

My Commission Expires: May 3rd, 1965

FILED 1964 FEB 14 AM 11:58

10

H. Allen Mezger, Attorney	*	IN THE
named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
Marie Allen,	*	ANNE ARUNDEL COUNTY
unmarried	*	Equity No. 16038

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Attorney named in Mortgage, of the mortgage from Marie Allen, unmarried, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property there described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Attorney named in Mortgage, did, pursuant of said notice, on Friday, January 24th, 1964, at 2:00 o'clock p.m. attend on the premises and then and there sold at public auction, all those lots of ground located in the Third Election District, Anne Arundel County, State of Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to the Arundel Federal Savings and Loan Association Baltimore City, who was then and there the highest bidder, at and for the sum of Eight Thousand ($8,000.00) Dollars, of which a deposit of Eight Hundred ($800.00) Dollars, was made at time of sale, balance of the purchase price to bear interest at the rate of 6% per annum to be paid upon ratification of said sale and all expenses adjusted to date of sale. Property transfer tax imposed by a local ordinance and costs for all revenue stamps to be paid for by purchaser.

H. Allen Mezger,
Attorney named in Mortgage

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

11

FILED

1964 FEB -4 AM 11:58

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 24th day of January, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city or county aforesaid, personally appeared H. Allen Mezger, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Charles W. Wilkerson

Charles W. Wilkerson Notary Public

My commission expires May 3rd, 1965.

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

12

ORDER NISI

BOOK 153 PAGE 243

H. ALLEN MEZGER, Attorney named in Mortgage

versus

MARIE ALLEN, unmarried

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,038 Equity

Ordered, this 4th day of February, 1964, That the sale of the property in these proceedings mentioned made and reported by H. Allen Mezger, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of March next.

The report states that the amount of sale was $ 8,000.00.

Louis N. Phipps Clerk.

True Copy,

H. Allen Mezger, Atty.

TEST: Clerk.

(Final Order)

For the Maryland Gazette (Feb. 6th Edition)

H. Allen Mezger, Attorney named in Mortgage

versus

Marie Allen, unmarried

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 12th day of March, 1964 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 Bowen Duckett

JUDGE.

1964 MAR 13 [illegible]

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 16,038 EQUITY
H. ALLEN MEZGER, Attorney named in Mortgage
Versus
MARIE ALLEN, unmarried

Ordered, this 4th day of February, 1964, That the sale of the property in these proceedings mentioned made and reported by H. Allen Mezger, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of March next.

The report states that the amount of sale was $8,000.00.

LOUIS N. PHIPPS
Clerk

True Copy, TEST:
LOUIS N. PHIPPS
Clerk. F-27

1964 MAR 12 AM 9:45

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 244

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 12, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,038
Marie Allen

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 March, 1964. The first insertion being made the 6th day of February, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By [signature]

No. M. G. 1800

13

In the Case of

H. Allen Mezger, Attorney Named in Mortgage

vs.

Marie Allen, Unmarried

In the

Circuit Court

For

Anne Arundel County

No. 16,038 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Charles A. Anderson, II
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 9th day of April, 1964, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis M. Phipps
Clerk
Per: A Jankowski, deputy

FILED
1964 APR -9 PM 3:51

14

15

Dr. Mortgaged Real Estate of Marie Allen

BOOK 153 PAGE 246

In Acct. with H. Allen Mezger, Attorney Named in Mortgage

				Cr.
By	Amount of Sale, as per Attorney's Report of Sale filed		8,000 00	
By	Interest, 6%, on deferred payment $7,200.00, from 1/24/64 to 3/13/64		57 60	
				8,057 60
To	Attorney, for fee, viz	100 00		
To	" , " commission, viz	270 00		
			370 00	
To	Attorney, for Court costs, viz			
	Plaintiff's Solicitor, appearance fee	10 00		
	Clerk, Court costs	28 00		
	Auditor, this account	22 50		
			60 50	
To	Attorney, for expenses, viz			
	The Capital-Gazette Press, Inc.			
	Advertising & Nisi - sale	88 52		
	Sunpapers - Advertising - sale	18 00		
	Maryland Casualty Co. - bond	37 00		
	E. T. Newell & Co., Inc. - auctioneer's fee	50 00		
			193 52	
To	Arundel Federal Savings & Loan Association of Baltimore City, mortgagee, on account of mortgage claim	7,433 58		
			7,433 58	
				8,057 60
	Balance due on mortgage, as per claim filed	9,195 11		
	Interest, 6%, on principal balance, $9,103.62, from 2/1/64 to 4/8/64	102 66		
		9,297 77		
	Credit amount allowed above	7,433 58		
	This amount subject to decree in personam	1,864 19		

BOOK 153 PAGE 247

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
JOHN R. THOME AND AUDREY M. THOME, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity)

Mr. Clerk:

No. 13,355 Equity

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A'" -

1. Certified copy of original Mortgage from said John R. Thome and Audrey M. Thome, his wife to Baltimore Federal Savings and Loan Association, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1067 folio 15.

Walter S. Calwell,
Attorney Named in Mortgage

FILED

1959 AUG -6 PM 12:57

City and County Form.

BOOK 153 PAGE 248

LIBER 1067 PAGE 15

No. 13,355 Equity

This Mortgage, Made this 2nd day of October, in the year one thousand, nine hundred and fifty-six, between JOHN R. THOME and AUDREY M. THOME, his wife, of the City of Baltimore, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHT THOUSAND NINE HUNDRED AND NINETY-FIVE ($8,995.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six percent (6%) per annum in the manner following:

By the payment of Sixty-four and 45/100ths ($64.45) Dollars, commencing on the first day of December, 1956, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot (x) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lot No. 3 Block B as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25, folio 12.

BEING the same lot of ground which by Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by The Wilco Holding Company to the herein named Mortgagors.

PLAINTIFF'S EXHIBIT "A"

FILED

1959 AUG -6 PM 12:57

2

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Ninety Dollars ($90.00), payable half-yearly on the second days of April and October in each and every year.

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

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds ~~shall be applied~~ as follows: (1) to the payment of all expenses incident to such sale, including a fee of ~~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, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

Maurice F. Mackey, Jr. (SEAL)
MAURICE F. MACKEY, JR.

John R. Thome (SEAL)
John R. Thome

(SEAL)

Audrey M. Thome (SEAL)
Audrey M. Thome

(SEAL)

LIBER 1067 PAGE 18 BOOK 153 PAGE 251

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 2nd day of October, 19 56, before me, the subscriber, a Notary Public, of the State of Maryland in and for the city aforesaid, personally appeared John R. Thome and Audrey M. Thome, his wife, the herein named Mortgagors, and they

acknowledged the aforegoing mortgage to be their respective act. At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

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

Maurice F. Mackey Jr.

MAURICE F. MACKEY, JR. Notary Public.

Rec'd for record Oct 3 1956 at 1105 A.M.

Mailed to Callahan & Calwell

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Mortgage as recorded in Liber G.T.C. No. 1067, folio 15, 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 29th. day of July, 1959, A. D.

George T. Cromwell, Clerk

George T. Cromwell, Clerk

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

JOHN R. THOME AND

AUDREY M. THOME, HIS WIFE

IN THE

BOOK 153 PAGE 253

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 13,355 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **John R. Thome and Audrey M. Thome, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **2nd** day of **October** 1956, and recorded among the Land Records of **AnneArundel** County in Liber **G.T.C.** No. **1067** Folio 15 .

Amount of Mortgage	$8995.00
Less - amount paid on principal	560.12
	8434.88
Plus - interest to 8/28/59	292.56
	8727.44
Less - balance in expense account	66.00
	8661.44

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **30th** day of **July** in the year nineteen hundred and **fifty-nine** before me, the subscriber a **Notary Public, of the State of Maryland, in and for the City** of Baltimore, personally appeared **Joseph M. Hisley, Vice President of Baltimore Federal Savings and Loan Association**

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

WITNESS my hand and Notarial seal.

FILED

1959 AUG -6 PM 12:57

Clara M. Link

Clara M. Link Notary Public

MILITARY AFFIDAVIT No. 13355 Equity

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 30th day of July 1959 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 the the Defendants John R. Thome and Audrey M. Thome, 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

FILED

1959 AUG -6 PM 12:57

BOOK 153 PAGE 255

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

JOHN R. THOME AND
AUDREY M. THOME, HIS WIFE

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity - No. 13,355

AMENDED
STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from John R. Thome and Audrey M. Thome, his wife

to Baltimore Federal Savings and Loan Association

dated the 2nd day of October 1956, and recorded among the Land Records of Anne Arunde County in Liber G.T.C. No 1067 Folio 16

Amount of Mortgage	$8995.00	
Less - amount paid on principal	1161.64	
	7833.36	7833.36
Plus - interest to 10/21/63	223.36	
	8056.72	
Less - balance in expense account	4.30	
	8052.42	

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 2nd day of December 1963 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Eugene K. Reilly Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

FILED

1963 DEC -3 AM 10:31

Mortgagee and Attorney's Bond. I-369

BOOK 153 PAGE 256

Equity No. 13,355

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

BOOK 12 PAGE 248

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 0466-0274-2367-63

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 EIGHTY-ONE HUNDRED AND NO/100 -----($8100.00) ----- 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 2nd day of December 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 John R. Thome and Audrey M. Thome, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 2nd day of October nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1067, Folio 15, ~~and~~ XXX

Lot 3, Block B, Bodkins Plains, 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

~~XXXXX~~
Witness as to Surety:
J. McDuffie

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By J. Richard Hauschild, Attorney-in-fact

FILED

1963 DEC -3 AM 10:31

Bond approved this 3rd day of December, 1963

Louis N. Phipps, Clerk

CALLAHAN AND CALWELL
Solicito.
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 John R. Thome and Audrey M. Thome, his wife to Baltimore Federal Savings and Loan Association, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1067 folio 15 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

Tues., Dec. 3, 1963
at 3:20 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, near Mountain Road, Pasadena Section, and described as follows:

BEING known and designated as Lot No. 3 Block B as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25, folio 12, situate on the southerly side of Lockwood Road, having a frontage of 75 feet with an even depth of 156.19 feet

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

No. 11

Subject to an annual ground rent of $90.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of a one story frame dwelling, containing 5 rooms (3 bedrooms), 1 bath, forced air, oil 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. CALWELL,
Attorney Named in Mortgage

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

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 257

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 26, 1963

We hereby certify, that the annexed

Attorney's Sale

John R. Thome

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of December, 1963. The first insertion being made the 7th day of November, 1963.

FILED

1963 NOV 27 AM 10:19

THE CAPITAL-GAZETTE PRESS, INC.

By H. Leighman

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 John R. Thome and Audrey M. Thome his wife, to Baltimore Federal Savings and Loan Association, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1067 folio 15 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, JANUARY 29, 1964 at 3:20 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, near Mountain Road, Pasadena Section, and described as follows:

BEING known and designated as Lot No. 3 Block B as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25, folio 12, situate on the southerly side of Lockwood Road, having a frontage of 75 feet with an even depth of 156.19 feet.

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

No. 12

Subject to an annual ground rent of $90.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of a one story frame dwelling, containing 5 rooms (3 bedrooms), bath, forced air, oil 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. CALWELL
Attorney Named in Mortgage
E. T. NEWELL AND CO., INC.
Auctioneer
J-29

OFFICE OF 13355

BOOK 153 PAGE 253

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 24, 1964

We hereby certify, that the annexed

Attorney's Sale

John R. Thome

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of January, 1964. The first insertion being made the 9th day of January, 1964.

FILED

1964 JAN 24 AM 11:21

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

BOOK 153 PAGE 259

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
JOHN R. THOME AND AUDREY M. THOME, HIS WIFE	:	ANNE ARUNDEL COUNTY Equity No. 13,355

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this day of , 19 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid , personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL S. & L. ASSN.

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

FILED
1954 JAN 31 PM 9

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Notary Public

3

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JOHN R. THOME AND AUDREY M. THOME, HIS WIFE	:	(In Equity) - No. 13,355
	:	
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1067 folio 15 from said John R. Thome and Audrey M. Thome, 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 29th day of January, 1964 at 3.20 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 3, Block B, as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25 folio 12; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1964 JAN 31 AM 9:44

14

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 John R. Thome and Audrey M. Thome his wife, to Baltimore Federal Savings and Loan Association, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1067 folio 15 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, JANUARY 29, 1964 at 3:20 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, near Mountain Road, Pasadena Section, and described as follows:

BEING known and designated as Lot No. 3 Block B as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25, folio 12, situate on the southerly side of Lockwood Road, having a frontage of 75 feet with an even depth of 156.19 feet.

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 $90.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of a one story frame dwelling containing 5 rooms (3 bedrooms), bath, forced air, oil 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. CALWELL,
Attorney Named in Mortgage
J. T. NEWELL AND CO., INC.
Auctioneer
J-23

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 Sixty-three Hundred ($6300.00) Dollars, subject to the payment of an annual ground rent of $90.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 30th day of January, 1964 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link, Notary Public

ORDER NISI

BOOK 153 PAGE 262

WALTER S. CALWELL, Attorney Named in Mortgage

versus

JOHN R. THOME AND AUDREY M. THOME, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,355 Equity

Ordered, this 31st day of January, 1964, 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 9th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of March next.

The report states that the amount of sale was $6,300.00

Louis J. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty.

Maryland Gazette (for Feb. 6 edition)

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

JOHN R. THOME AND AUDREY M. THOME, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of March, 1964, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse JUDGE.

FILED

1964 MAR 11 AM 10:40

14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 263

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27, 19 64

We hereby certify, that the annexed

Order Nisi

Eq. 13,355

John R. Thome

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 March, 19 64. The first insertion being made the 6th day of February, 19 64.

THE CAPITAL-GAZETTE PRESS, INC.

By

No. M. G. 717

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 13,355 Equity
Walter S. Calwell, Attorney Named in Mortgage
versus
JOHN R. THOME and AUDREY M. THOME, his wife

Ordered, this 31st day of January, 1964, 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 9th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of March next.

The report states that the amount of sale was $6,300.00.

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

F-27

FILED
1964 MAR -2 PM 9:00

In the Case of

Walter S. Calwell, Attorney named in Mortgage

vs.

John R. Thome & Audrey M. Thome, his wife

In the

Circuit Court

For

Anne Arundel County

No. 13,355 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 9th day of April, 1964, 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: J. Jankauski, deputy

FILED

1964 APR -9 PM 3:51

18

Dr. Mortgaged Real Estate of John R. Thome & Audrey M. Thome, his wife

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

				Cr.	
By	Amount of Sale, as per Attorney's Report of Sale filed			6,300 00	
"	Interest, 6%, on deferred payment, $5,800.00 from 1/29/64 to 3/12/64			47 25	
					6,347 25
To	Attorney, for fee, viz	75 00			
"	" , for commission, viz	219 00			
				294 00	
"	Attorney, for Court costs, viz				
	Plaintiff's Solicitor, appearance fee	10 00			
	Clerk, Court costs	30 25			
	Auditor, this account	22 50			
				62 75	
"	Attorney, for expenses, viz				
	The Capital-Gazette Press, Inc.				
	Advertising & Nisi - sale	78 00			
	New Amsterdam Casualty Co. - bond	32 40			
	E. T. Newell & Co., Inc. - auctioneer's fee	25 00			
	Notary fees	1 25			
	Adjustment, ground rent, 10/2/63 to 1/29/64	21 75			
	Adjustment, taxes 1/1/64 to 1/29/64	14 07			
				172 47	
"	Baltimore Federal Savings & Loan Assoc., Mortgagee, on account of mortgage claim	5,818 03			
				5,818 03	
					6,347 25
	Balance due on mortgage, as per claim filed	8,052 42			
	Interest, 6%, on principal balance, $7,829.06, from 10/22/63 to 4/10/64	218 89			
		8,271 31			
	Credit amount allowed above	5,818 03			
	This amount subject to decree in personam	2,453 28			

BOOK 153 PAGE 266

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

MARY E. (MARSHALL) COLDBECK and EDWARD A. COLDBECK, her husband

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

Case No. .....

Filed .....

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY No. 16,022

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 16th day of April A.D. 1952 the defendants executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $ 8,540.00 and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That since the date of said mortgage said defendants by their Deed dated June 10, 1954, and recorded among the Land Records of said County in Liber JHH No. 840, Folio 300, conveyed their interest in the mortgaged property unto Lawrence D. Reimer and Lawrence J. Peters, as tenants in common; said Lawrence D. Reimer has departed this life and his estate is in course of administration. Title to said mortgaged property is vested in the survivor of said owners and the heirs or legatees of the deceased owner.

That your petitioner files herewith an affidavit made by Dwight F. Brunk, President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, concerning the Military Status of the defendants herein, who were the former owners of the mortgaged property, and of the said Lawrence J. Peters, who is the surviving present owner of said mortgaged property, which affidavit is marked "PETITIONER'S EXHIBIT NO. 2," and prayed to be taken as a part of this petition.

That default has now occurred in the performance of the covenants of said mortgage and in the payment of the debt now due to the plaintiff and secured by the aforesaid mortgage.

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

And as in duty, &c.

William F. Podlich

Attorney for Plaintiff

FILED

1963 DEC -6 PM 1:04

LIBER 677 PAGE 146 BOOK 153 PAGE 267

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

PETITIONER'S EXHIBIT NO. 1

MARYLAND

Equity No. 16,022

MORTGAGE

THIS MORTGAGE, made this 16th day of April, , A. D. 1952, by and between MARY E. (MARSHALL) COLDBECK and EDWARD A. COLDBECK, her husband, -------

of Anne Arundel County, ---------- , in the State of Maryland, hereinafter called the Mortgagor, and AURORA 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 Eight Thousand Five Hundred Forty and 00/100 ---------- Dollars ($8,540.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four ---------- per centum (4 %) per annum until paid, principal and interest being payable at the office of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION ---------- , in Baltimore City, State of ---------- Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-one and 75/100 ---------- Dollars ($ 51.75), commencing on the first day of May ---------- , 1952 , 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 April ----------, 19 72. 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 Third District of Anne Arundel County, ---------- , in the State of Maryland, to wit:

designated as Lots Nos. 64, 65, 66 and 67, Block "H", fronting on Bradford Avenue, and all as shown on Plat A of Harmony Point, dated May 10th, 1926, and recorded among the Plat Records of Anne Arundel County in Plat Book W.M.B. No. 1, Folio 34 (now Cabinet No. 1, Rod C, Folio 3).

BEING the same lots of ground described in a deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from Admiral Construction Corporation unto the said Mary E. (Marshall) Coldbeck, one of the Mortgagors herein.

The Mortgagors covenant and agree that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, they 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.

FILED

1963 DEC -6 PM 1:04

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

10—49890-4

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, subject, however, to the covenants, conditions, revisions, reservations and restrictions set forth in a deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from Admiral Construction Corporation unto the said Mary E. (Marshall) Coldbeck.

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. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

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

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

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

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

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

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

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

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

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Thirty-five---- 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:

Elsie Curtis
ELSIE CURTIS

Mary E. Marshall Coldbeck (Seal)
(Mary E. (Marshall) Coldbeck) [SEAL]

[SEAL]

Edward A. Coldbeck (Seal)
(Edward A. Coldbeck) [SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 16th day of April, ---------- , 1952 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore -------- aforesaid, personally appeared MARY E. (MARSHALL) COLDBECK and EDWARD A. COLDBECK, her husband, the above named Mortgagors, and -they--------- acknowledged the foregoing mortgage to be ---their----------act.

At the same time also personally appeared -------- JOHN L. FISHER ----------, 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.

My commission expires May 4th, 1953.

Elsie Curtis
ELSIE CURTIS *Notary Public.*

Property-Lots Nos. 64,65,66,67
Block "H", Bradford Avenue-Harmony Point
Description Approved J.J.
Exec. Approved

Recorded- 22nd April, 1952, at 9 A.M.

STATE OF MARYLAND

Mortgage

FROM

MARY E. (MARSHALL) COLDBECK and EDWARD A. COLDBECK, her husband,

TO

AURORA 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
Cost of Record; $, Clerk.

U. S. GOVERNMENT PRINTING OFFICE 16—46800-4

(3)

STATEMENT OF MORTGAGE CLAIM BOOK 153 PAGE 271

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

MARY E. (MARSHALL) COLDBECK and EDWARD A. COLDBECK, her husband

DOCKET ..... FOLIO .....
CASE NO. 16,022
FILED .....

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the mortgage from the above named defendants to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, dated the 16th day of April, 1952, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 677, Folio 146, secured by the fee simple premises therein more fully described.

Original Loan	$8540.00
Amount Repaid	4128.18
Loan Balance	$4411.82
Interest to 1-7-64	106.40
Expense A/c Deficit	27.99
	$4546.21

Aurora Federal Savings and Loan Association INCORPORATED 1893

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Dwight F. Brunk

Dwight F. Brunk, President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 5th day of December in the year nineteen hundred and sixty-three, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared DWIGHT F. BRUNK,

~~Vice~~-President of Aurora Federal Savings and Loan Association, a body corporate, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

As witness my hand and Notarial Seal,

FILED 1963 DEC -6 PM 1:05

Elsie Curtis

Notary Public.

ELSIE CURTIS

BOOK 153 PAGE 272

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

PETITIONER'S EXHIBIT NO. 2

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

MARY E. (MARSHALL) COLDBECK and EDWARD A. COLDBECK, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY No. 16,022

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

Case No. 16,022

Filed .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared ...DWIGHT..F....BRUNK,..... ~~Vice~~-President of Aurora Federal Savings and Loan Association, a body corporate, and the surviving present owner of the mortgaged property, Lawrence J. Peters, 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) s and said Lawrence J. Peters are said defendant/~~is~~ not in the military service of the United States,

(2) s and said Lawrence J. Peters are said defendant/~~is~~ not in the military service of any nation allied with the United States,

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

(4) s and said Lawrence J. Peters are have said defendant/~~is~~ not a members of the Enlisted Reserve Corps who ~~has~~ been ordered to report for military service.

D. Dwight F. Brunk
Affiant.

Subscribed and sworn to before me this 5th day of December 19 63.

Elsie Curtis
Notary Public

ELSIE CURTIS

NOTARY PUBLIC BALTIMORE, MD.

FILED

1963 DEC -6 PM 1:05

7

BOOK 153 PAGE 273 DOCKET ..... FOLIO .....

CASE No. Equity No. 16,022

FILED .....

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

MARY E. (MARSHALL) COLDBECK and EDWARD A. COLDBECK, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

DECREE FOR SALE OF MORTGAGED PREMISES

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

IT IS THEREUPON, this 6th day of December in the year nineteen hundred and sixty-three by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that William F. Podlich be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $4,600.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such ~~daily~~ weekly newspaper or newspapers published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon obtaining the ratification of the sale by this Court; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, and recorded, according to law, convey to the purchaser(s) his, her or their heirs ..... and assigns, the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse.
Judge.

FILED

1963 DEC -9 AM 10:11

8

Judicial 10—MARYLAND—TRUSTEE TO SELL

BOOK 153 PAGE 274

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND BOOK 12 PAGE 283 BOND NO. 16 03 64

No. 16,022 Equity

Aurora Federal Savings and Loan Association

versus

Mary E. (Marshall) Coldbeck and Edward A. Coldbeck, her husband

BOND OF TRUSTEE TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, at Charles Street at Saratoga, Baltimore, Maryland 21201 as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand Six Hundred and 00/100 - Dollars ($4,600.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 3rd day of January in the year of our Lord one thousand, nine hundred and sixty four.

WHEREAS THE ABOVE BOUNDEN William F. Podlich

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

Aurora Federal Savings and Loan Association

versus

Mary E. (Marshall) Coldbeck and Edward A. Coldbeck, her husband

now pending in said Court.

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

William F. Podlich

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

Witness - Elsie Curtis ..... William F. Podlich (SEAL)

..... (SEAL)

..... (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth, Attorney in fact

Bond approved this 6th day of January, 1964

Louis H. Phipps, Clerk

FILED

1964 JAN -6 PM 12:28

9

William F. Podlich, [illegible]citor
301 Aurora Federal Building

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

HARMONY POINT, SITUATE IN THIRD DISTRICT OF ANNE ARUNDEL COUNTY

Situated on the Northeast side of Bradford Avenue, second house Southeast of Annapolis Avenue, being number 804 Bradford Avenue.

By Decree of the Circuit Court for Anne Arundel County passed in a cause entitled "AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION vs. MARY E. (MARSHALL) COLDBECK and EDWARD A. COLDBECK, her husband," the undersigned will sell at Public Auction upon the premises on

TUESDAY, JANUARY 7th, 1964 3:00 O'CLOCK, P.M.

All those fee simple lots or parcels of ground situated in the Third District of Anne Arundel County and described as follows:

All those lots of ground and premises known and designated as Lots Numbered Sixty-four (64), Sixty-five (65), Sixty-six (66) and Sixty-seven (67), in Block H, fronting on Bradford Avenue, all as shown on Plat A of Harmony Point dated May 10, 1926, and recorded among the Plat Records of Anne Arundel County in Plat Book WMB No. 1, Folio 34 (now Cabinet No. 1, Rod C, Folio 3). The improvements thereon situated on the Northeast side of Bradford Avenue, second house Southeast of Annapolis Avenue, being 804 Bradford Avenue.

No. 10

IMPROVED by a one-story frame dwelling, containing four rooms and bath.

The above described premises will be sold SUBJECT to such restrictions, conditions, easements and reservations as appear of record in the Plat referred to herein and in the Land Records of Anne Arundel County.

TERMS OF SALE: A CASH DEPOSIT of $500.00 will be required of the purchaser at the time and place of sale; balance of purchase price to be paid IN CASH upon ratification of sale by the Circuit Court for Anne Arundel County, in Equity; balance to bear interest at six per cent from date of sale. Cost of Federal and State Documentary Stamps, and transfer taxes, if any, to be borne by the buyer. All taxes and other expenses, including annually accruing Sanitary District charges for water and sewer services, if any, and all annual benefit charges of assessments imposed for public improvements of any kind or character, shall be adjusted to the date of sale.

WILLIAM F. PODLICH
Trustee

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

J-2

OFFICE OF 16,022

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 275

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1964

We hereby certify, that the annexed

Trustee's Sale

Mary E. (Marshall) Coldbeck

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 7th day of January, 1964. The first insertion being made the 12th day of December, 1963.

FILED
1964
JAN -9 AM 10:44

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR ANNE ARUNDEL COUNTY
MARY E. (MARSHALL) COLDBECK and EDWARD A. COLDBECK, her husband	:	CASE NO. 16,022
	:	

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 7th day of January, 1964, the undersigned Auctioneer did sell the fee simple property known as Lots 64, 65, 66 and 67, in Block H (fronting on Bradford Avenue), Plat A of Harmony Point, as described in the attached Advertisement of Sale in the Third District of Anne Arundel County, and being the property described in the Advertisement of the Public Sale of said property published in THE MARYLAND GAZETTE, unto LEROY JACOBS and LOTTIE E. JACOBS, his wife, as tenants by the entirety as to an undivided one-half interest; and unto MEYER MINDEL as to the other undivided one-half interest (to be held in common) at and for the sum of Five Thousand Four Hundred Thirty and 00/100 ($5,430.00) Dollars, said purchasers being, at that figure, the highest bidders therefor.

IT IS FURTHER CERTIFIED that, at the time of sale, a copy of the aforementioned Advertisement was delivered to said purchasers and that the said sale was fairly made.

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

By _____ Vice-President-Auctioneer

CERTIFICATE OF PURCHASERS

IT IS HEREBY CERTIFIED that the undersigned as above recited did, on the 7th day of January, 1964, purchase the fee simple property described in the aforegoing Certificate of Auctioneer, from WILLIAM F. PODLICH, Trustee, at and for the sum of Five Thousand Four Hundred Thirty and 00/100 ($5,430.00) Dollars, of which the sum of Five Hundred and 00/100 ($500.00) Dollars was paid on account to said Trustee; and the undersigned hereby agrees to comply with the terms of sale, as set forth in said Advertisement of Sale, a copy of which was delivered to the undersigned by the Auctioneer who conducted the said sale.

Leroy Jacobs

Lottie E. Jacobs

Meyer Mindel

FILED
1964 JAN 17 AM 9:48

BOOK 153 PAGE 277

William F. Podlich, Solicitor
301 Aurora Federal Building

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

HARMONY POINT
SITUATE IN THIRD DISTRICT
OF ANNE ARUNDEL COUNTY

Situated on the Northeast side of Bradford Avenue, second house Southeast of Annapolis Avenue, being number 801 Bradford Avenue.

By Decree of the Circuit Court for Anne Arundel County passed in a cause entitled "AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION vs. MARY E. (MARSHALL) COLDBECK and EDWARD A. COLDBECK, her husband," the undersigned will sell at Public Auction upon the premises on

TUESDAY,
JANUARY 7th, 1964
3:00 O'CLOCK, P.M.

All those fee simple lots or parcels of ground situated in the Third District of Anne Arundel County and described as follows:

All those lots of ground and premises known and designated as Lots Numbered Sixty-four (64), Sixty-five (65), Sixty-six (66) and Sixty-seven (67), in Block H, fronting on Bradford Avenue, all as shown on Plat A of Harmony Point dated May 10, 1926, and recorded among the Plat Records of Anne Arundel County in Plat Book, WMB No. 1, Folio 34 (now Cabinet No. 1, Rod C, Folio 3). The improvements thereon situated on the Northeast side of Bradford Avenue, second house Southeast of Annapolis Avenue, being 804 Bradford Avenue.

IMPROVED by a one-story frame dwelling, containing four rooms and bath.

The above described premises will be sold SUBJECT to such restrictions, conditions, easements and reservations as appear of record in the Plat referred to herein and in the Land Records of Anne Arundel County.

TERMS OF SALE: A CASH DEPOSIT of $500.00 will be required of the purchaser at the time and place of sale; balance of purchase price to be paid IN CASH upon ratification of sale by the Circuit Court for Anne Arundel County, in Equity; balance to bear interest at six per cent from date of sale. Cost of Federal and State Documentary Stamps, and transfer taxes, if any, to be borne by the buyer. All taxes and other expenses, including annually accruing Sanitary District charges for water and sewer services, if any, and all annual benefit charges of assessments imposed for public improvements of any kind or character, shall be adjusted to the date of sale.

WILLIAM F. PODLICH
Trustee

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

J-2

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 7th day of January, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Leroy Jacobs + Lottie E Jacobs + Megan Mindell purchasers at the foreclosure sale in this cause, and made oath in due form of law (that he is the purchaser and purchased the same as principal and not as agent for anyone) ~~(that he is the agent for the purchaser,~~ _____,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Leroy Jacobs (SEAL)
Lottie E Jacobs (SEAL)
Megan Mindell (SEAL)
Purchaser

Notary Public

FILED
1964 JAN 17 AM 9:43

2A

BOOK 153 PAGE 279

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,	:	NO. 16,022 - EQUITY
vs.	:	IN THE
MARY E. (MARSHALL) COLDBECK and EDWARD A. COLDBECK, her husband	:	CIRCUIT COURT
	:	FOR ANNE ARUNDEL COUNTY
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of WILLIAM F. PODLICH, Trustee appointed by the Decree in the above entitled cause, to make sale of the fee simple premises Lots 64, 65, 66 and 67, in Block H, (fronting on Bradford Avenue) Plat A of Harmony Point, in the Third Election District of Anne Arundel County, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said Decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in THE MARYLAND GAZETTE, a weekly newspaper published in said County for more than three successive weeks preceding the day of sale, said Trustee, WILLIAM F. PODLICH, did, pursuant to said notice, on Tuesday, the 7th day of January, 1964, at3:00 o'clock, P.M., attend on the premises and then and there sold at Public Auction the property above referred to, unto LEROY JACOBS and LOTTIE E. JACOBS, his wife, as tenants by the entirety as to an undivided one-half interest; and unto MEYER MINDEL, as to the other undivided one-half interest, (to be held in common), for the sum of Five Thousand Four Hundred Thirty and 00/100 ($5,430.00) Dollars, they being at that figure the highest bidders therefor, to be paid IN CASH upon ratification of said sale; the said property so sold being more particularly described in a copy of the advertisement of sale which has been filed herein as a part of the Certificate of Publication thereof, executed by THE CAPITAL-GAZETTE PRESS, INC., and which is prayed to be taken as a part of this Report.

And the said Trustee further reports that he has received from the purchasers the deposit of Five Hundred and 00/100 ($500.00) Dollars required by the terms of said sale, and has also obtained the written agreement of the purchasers to comply with the other of said terms, same being as set out in said advertisement annexed hereto.

Said Trustee further reports that said property so sold was not owned by any individual whose Military Status could, or might, affect the right of said Trustee to make said sale.

Said Trustee files herewith the purchasers' affidavit pursuant to the Maryland Rules and a Certificate of the Auctioneer who conducted said sale, and a Certificate of the purchasers of the aforementioned property, which Certificates are prayed to be taken as a part of this Report of Sale.

AND, as in duty bound, etc.

William F. Podlich

William F. Podlich, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 16th day of January, 1964, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared WILLIAM F. PODLICH, Trustee, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Elsie Curtis

Notary Public

ELSIE CURTIS

ORDER NISI

BOOK 153 PAGE 281

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

MARY E. (MARSHALL) COLDBECK and EDWARD A. COLDBECK, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,022 Equity

Ordered, this 17th day of January, 1964, That the sale of the property in these proceedings mentioned made and reported by William F. Podlich, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of February next.

The report states that the amount of sale was $ 5,430.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

William F. Podlich, Atty.

For the Maryland Gazette (Jan. 23 Edition)

(Final Order)

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

MARY E. (MARSHALL) COLDBECK and EDWARD A. COLDBECK, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of February, 1964 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 E. Sachse
JUDGE.

1964 FEB 25 PM 3:20

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 16,022 EQUITY

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

MARY E. (MARSHALL) COLDBECK and EDWARD A. COLDBECK, her husband

Ordered, this 17th day of January, 1964, That the sale of the property in these proceedings mentioned made and reported by William F. Podlich, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of February next; Provided, a copy of this Order be inserted in some newspaper, published in Anne Arundel County, once in each of three successive weeks before the 24th day of February next.

The report states that the amount of sale was $5,430.00.

LOUIS N. PHIPPS
Clerk

True Copy, TEST:
LOUIS N. PHIPPS
Clerk

F-13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 282

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 14, 1964

We hereby certify, that the annexed Order Nisi Sale Eq 16,022 Mary E (Marshall) Coldbeck

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 February, 1964. The first insertion being made the 23rd day of January, 1964

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M. G. 17 FEB 14 PM 4:08

By H. Tilghman

16

Judicial 10—MARYLAND—TRUSTEE TO SELL

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

BOOK 153 PAGE 283

LIBER 12 PAGE 342

No. 16,022 Equity

Aurora Federal Savings and Loan Association

versus

Mary E. (Marshall) Coldbeck and Edward A. Coldbeck, her husband

BOND OF TRUSTEE TO SELL
Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, 301 Aurora Federal Building, Baltimore 1, Maryland

as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Hundred and 00/100 - Dollars ($ 900.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 26th day of February in the year of our Lord one thousand, nine hundred and sixty-four

WHEREAS THE ABOVE BOUNDEN William F. Podlich

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

Aurora Federal Savings and Loan Association

versus

Mary E. (Marshall) Coldbeck and Edward A. Coldbeck, her husband

now pending in said Court.

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

William F. Podlich

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

Witness - Elsie Curtis

William F. Podlich (SEAL)

William F. Podlich

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Sandra Hottschneider
Witness-as-to-Surety

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

Additional Bond approved this 28th day of February, 1964

Louis N. Phipps, Clerk

1964 FEB 28 AM 10:20

In the Case of

Aurora Federal Savings and Loan Association,
a body Corporate

VS.

Mary E. (Marshall) Coldbeck, etal

In the

Circuit Court

For

Anne Arundel County

No. 16,022 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
1964 MAR -9 PM 3:34

All of which is respectfully submitted.
March 9, 1964

[signature]
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 13th day of April, 1964, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

[signature]
Clerk
Per: [signature], deputy

FILED
1964 APR 13 AM 10:34

18

Dr. Aurora Federal Savings and Loan Association, a body Corporate.

VS

Mary E. (Marshall) Coldbeck, etal

In Acct. with William F. Podlich, Trustee

					Cr.	
1964						
Jan	7	Proceeds of Sale	5,430	00		
		Interest on deferred payment of 4,930.00 from 1/7/64 to 2/26/64	40	23	5,470	23
					5,470	23
		To Trustee for fee, viz:	35	00		
		To Trustee for Commissions, viz:	194	10	229	10
		To Trustee for Court Costs, viz:				
		Plaintiffs Solicitors Appearance fee	10	00		
		Clerk of Court - Court Costs	31	50		
		Auditor - stating this account	25	00	66	50
		To Trustee for expenses, viz:				
		Maryland Gazette - Advertising Sale	85	76		
		Maryland Gazette - Order Nisi Sale	15	00		
		E. T. Newell & Co. - Auctioneers fee	165	00		
		U.S. Fidelity & Guaranty Co. - Bond Premium	22	00		
		Elsie Curtis - Notary fees	2	50		
		1964 Taxes, Adj. 1/1/64 to 1/7/64 ($169.70)	3	29		
		1964 Sanitary Chg. Adj. 1/1/64 to 1/7/64		70	294	25
		To Aurora Federal Savings and Loan Assn.				
		Mortgage Claim in full	4,546	21		
		Interest on principal balance of $4,411.82 from 1/7/64 to 3/25/64 - 77 days @ 4%	37	24	4,583	45
		To Mary E. (Marshall) Coldbeck, balance				

	To: Lawrence J. Peters - ½ surplus	148	46	148	46
	To: Estate of Lawrence D. Reimer - ½ surplus	148	47	148	47
				5,470	23

Amendment added March 24, 1964 in accordance with Court Order dated March 17, 1964.

The ½ surplus of $148.47 audited above to Estate of Lawrence D. Reimer is hereby deleted and the sum of $148.47 is awarded to Spector Holding Company, Inc. for application to its judgment claim against Lawrence D. Reimer.

Amended notices mailed this date to Spector Holding Company, Inc. and Estate of Lawrence D. Reimer, in accordance with General Equity Rule #595.

March 24, 1964.

Auditor

BOOK 153 PAGE 287

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
HARVEY V. DEREMER AND	*	FOR
MYRTLE H. DEREMER, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. 16,074 EQUITY

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

MR. CLERK:

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

Samuel M. Ivrey, Atty.

SAMUEL M. IVREY
ATTORNEY NAMED IN THE MORTGAGE

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1964 JAN -3 PM 1:47

BOOK 153 PAGE 288

BOOK 1494 PAGE 263

Equity No. 16,074

Form No. 1—County Fee

PURCHASE MONEY

This Mortgage, made this 27th day of July ,

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

HARVEY V. DEREMER and MYRTLE H. DEREMER, his wife of

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

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

36 20 87

Whereas the said Annapolis Federal Savings and Loan Association, has this day loaned to

HARVEY V. DEREMER and MYRTLE H. DEREMER, his wife

the sum of Nine Thousand and No/100 ($9,000.00) - - - - - - - - - - - - - - - dollars,

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

By the payment of Sixty--four and 48/100 ($64.48) - - - - - - - - - - - - - - - - -

dollars plus one-twelfth of the annual taxes, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid in whole or in part at any time, except that the association may charge ninety days' interest on that part of a prepayment in any one year which exceeds 20% of the original amount of the loan.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said HARVEY V. DEREMER and MYRTLE H. DEREMER, his wife

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

lying and being in the sixth election district of Anne Arundel County, State of Maryland, and described as follows:

ALL THAT LOT OF GROUND situate in Anne Arundel County, described as follows: BEING on the northwest side of Chesapeake Avenue 40 feet from the north corner of Chesapeake Avenue and Fifth Street and running thence with the northwest side of Chesapeake Avenue northeast 45 feet, thence northwest 120 feet, thence southwest 45 feet, thence southeast 120 feet to the place of beginning.

BEING the same lot of ground conveyed to the within named Mortgagors, HARVEY V. DEREMER and MYRTLE H. DEREMER, his wife, by deed from ELIZABETH G. PARKINSON, Widow, of even date herewith and recorded or intended to be recorded immediately prior hereto, among the Land Records of Anne Arundel County.

FILED

1964 JAN -3 PM 1:47

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BOOK 153 PAGE 289
BOOK 1494 PAGE 264

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

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

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

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

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

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

And the said mortgagor(s) HARVEY V. DEREMER and MYRTLE H. DEREMER, his wife for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Annapolis Federal Savings and Loan Association, as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Samuel M. Ivrey

Harvey V Deremer (SEAL)
Harvey V. Deremer

(SEAL)

Myrtle H Deremer (SEAL)
Myrtle H. Deremer

(SEAL)

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BOOK 153 PAGE 291
BOOK 1494 PAGE 266

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 27th day of July in the year one thousand nine hundred and sixty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared HARVEY V. DEREMER and MYRTLE H. DEREMER, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared R. GARDINER CHANEY, President of Annapolis Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL

My commission expires on May 6, 1963

Samuel M. Ivrey
Samuel M. Ivrey Notary Public.

10.00

Rec'd for record July 28, 1961 at 11:39 A.M.
Mailed to Samuel M. Ivrey

#2 F

Mortgage

FROM

HARVEY V. DEREMER and

MYRTLE H. DEREMER, his wife

TO

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

122 Chesapeake Avenue
Annapolis, Maryland

Property

Received for record 19 at o'clock M.
Same day recorded in Liber No. folio &c. one of the Land Records of Anne Arundel County and examined per Clerk.
Cost of Record $ 10.00

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

Property:

Description approved

Execution approved

BOOK 153 PAGE 292

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HARVEY V. DEREMER AND MYRTLE H. DEREMER, HIS WIFE	* * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 16,074 EQUITY

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

STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE CLAIM OF ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND (FORMERLY ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND), UNDER MORTGAGE TO THE SAID ASSOCIATION FROM HARVEY V. DEREMER AND MYRTLE H. DEREMER, HIS WIFE, SAID MORTGAGE DATED JULY 27, 1961, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER GTC 1494, FOLIO 263 ; SAID MORTGAGE BEING IN DEFAULT.

BALANCE DUE ON PRINCIPAL TO DECEMBER 31, 1963	$8,596.44
INTEREST TO JANUARY 28, 1964	38.88
TOTAL	$8,635.32

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 3rd DAY OF JANUARY, 1964, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED R. GARDINER CHANEY, PRESIDENT OF THE ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, AND MADE OATH IN DUE FORM OF LAW THAT THE AFOREGOING IS A TRUE STATEMENT OF THE AMOUNT REMAINING DUE ON ITS MORTGAGE CLAIM DESCRIBED HEREIN, AND THAT IT HAS NOT RECEIVED ANY SECURITY OF ANY SATISFACTION THEREFOR OTHER THAN THE DEED OF MORTGAGE IN SAID STATEMENT MENTIONED.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Samuel M. Ivrey

SAMUEL M. IVREY, NOTARY PUBLIC

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

MY COMMISSION EXPIRES:

MAY 3, 1965

FILED

1964 JAN -3 PM 1:47

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BOOK 153 PAGE 293

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

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
HARVEY V. DEREMER AND	*	FOR
MYRTLE H. DEREMER, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. 16,074 EQUITY

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

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, THAT BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF SAID STATE, IN AND FOR SAID COUNTY, PERSONALLY APPEARED SAMUEL M. IVREY, SECRETARY OF THE ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION, AND MADE OATH IN DUE FORM OF LAW THAT HE KNOWS THE DEFENDANTS HEREIN, AND THAT TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF:

1. SAID DEFENDANTS ARE NOT IN THE MILITARY SERVICE OF THE UNITED STATES.

2. SAID DEFENDANTS ARE NOT IN THE MILITARY SERVICE OF ANY NATION ALLIED WITH THE UNITED STATES.

3. SAID DEFENDANTS HAVE NOT BEEN ORDERED TO REPORT FOR INDUCTION UNDER THE SELECTIVE TRAINING AND SERVICE ACT OF 1940 AS AMENDED.

4. SAID DEFENDANTS ARE NOT MEMBERS OF THE ENLISTED RESERVE CORPS WHO HAVE BEEN ORDERED TO REPORT FOR MILITARY SERVICE.

Samuel M. Ivrey
SAMUEL M. IVREY, AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 3rd DAY OF January, 1964.

Sue Pearson
SUE PEARSON, NOTARY PUBLIC

SUE PEARSON NOTARY PUBLIC Anne Arundel Co. Md.

FILED
1964 JAN -3 PM 1:47

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

GLOBE INDEMNITY COMPANY

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

BOOK 153 PAGE 294

BOOK 12 PAGE 304

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

Equity #16,074

Bond No. 430894

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Nine Thousand and 00/100 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 and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 28th day of January 19 64 .

WHEREAS by virtue of a power of sale contained in a Mortgage from Harvey V. Deremer and Myrtle H. Deremer bearing date on or about the 27th day of July , 19 61 , the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

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

SIGNED, sealed and delivered in the presence of

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

WITNESS:
Ethel M. Carle
Ethel M. Carle

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

Bond approved this 28 day of January, 1964
Louis N. Phipps, Clerk

4

Attorney's Sale

— OF VALUABLE — IMPROVED REAL ESTATE

122 Chesapeake Avenue
Annapolis
Sixth Election District
Anne Arundel County
State of Maryland

Under and by virtue of the power of sale contained in the Mortgage from HARVEY V. DEREMER and MYRTLE H. DEREMER, his wife, said mortgage dated July 27, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC 1494, Folio 263, the undersigned, as Attorney named in the Mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

TUESDAY JANUARY 28, 1964, AT 11:00 O'CLOCK A.M.

ALL that lot of ground situate in Anne Arundel County, described as follows: BEING on the northwest side of Chesapeake Avenue 40 feet from the north corner of Chesapeake Avenue and Fifth Street and running thence with the northwest side of Chesapeake Avenue northeast 45 feet, thence northwest 120 feet, thence southwest 45 feet, thence southeast 120 feet to the place of beginning.

8A
No

BEING the same property conveyed to the within named Mortgagors, Harvey V. Deremer and Myrtle H. Derember, his wife, by deed from Elizabeth C. Parkinson, Widow, dated July 27, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC 1494, Folio 261.

THE SAID PROPERTY being a two story wood shingle house, containing 5 rooms and bath, tin roof.

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

SAMUEL M. IVREY,
Attorney Named in the Mortgage
144 Gloucester Street
Annapolis, Maryland
Robert H. Campbell,
Auctioneer

J-25

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 295

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 27, 1964

We hereby certify, that the annexed

Attorney's Sale

Harvey V. Deremer

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 28th day of January, 1964. The first insertion being made the 4th day of January, 1964

FILED
1964 JAN 27 PM 2:35

THE CAPITAL-GAZETTE PRESS, INC.

By H. Hildebrandt

ROBERT H. CAMPBELL - - - - Auctioneer

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

122 Chesapeake Avenue
Annapolis
Sixth Election District
Anne Arundel County
State of Maryland

Under and by virtue of the power of sale contained in the Mortgage from Harvey V. Deremer and Myrtle H. Deremer, his wife, said mortgage dated July 27, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1494, Folio 263, the undersigned, as Attorney Named in the Mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

Tuesday, January 28, 1964

AT 11:00 O'CLOCK A.M.

ALL that lot of ground situate in Anne Arundel County, described as follows: BEING on the northwest side of Chesapeake Avenue 40 feet from the north corner of Chesapeake Avenue and Fifth Street and running thence with the northwest side of Chesapeake Avenue northeast 45 feet, thence northwest 120 feet, thence southwest 45 feet, thence southeast 120 feet to the place of beginning.

BEING the same property conveyed to the within named mortgagors, Harvey V. Deremer and Myrtle H. Deremer, his wife, by deed from Elizabeth C. Parkinson, widow, dated July 27, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1494 Folio 261.

THE SAID PROPERTY being improved by a two story, wood shingle house, containing 5 rooms and bath, tin roof.

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

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

FILED
1964 JAN 31 PM 1:11

?

BOOK 153 PAGE 297

AGREEMENT
AND
AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 28TH DAY OF JANUARY, 1964, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED R. GARDINER CHANEY, PRESIDENT OF ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION WHO FIRST BEING DULY SWORN, MADE OATH IN DUE FORM OF LAW AS FOLLOWS:

1. THAT HE/THEY/IT PURCHASED THE PROPERTY DESCRIBED ON THE REVERSE SIDE HEREOF, AT AND FOR THE SUM OF $ 8,500.00 , A DEPOSIT OF $ 850.00 MADE AT THE TIME AND PLACE OF SALE, AND AGREE TO COMPLY WITH THE TERMS OF SALE AS SET FORTH IN THE ADVERTISEMENT OF SALE AND HANDBILL.

2. THAT HE/~~THEY/IT~~ IS/~~ARE~~ AN OFFICER OF ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION.

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

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

WITNESS:

Brendan O'Dwyer

ROBERT H. CAMPBELL, AUCTIONEER

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION ~~(SEAL)~~

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

Samuel M. Ivrey

SAMUEL M. IVREY, NOTARY PUBLIC

FILED
1964 JAN 31 PM 1:11

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
HARVEY V. DEREMER AND	*	FOR
MYRTLE H. DEREMER, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. 16,074 EQUITY

* * * * * * *

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That the said Mortgage, being in default, having given bond with surety which was duly approved and having given 20 days notice of time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, January 28, 1964, at 11:00 o'clock a.m., the time, and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in the said Mortgage, to wit:

ALL that lot of ground situate in Anne Arundel County, described as follows: BEING on the northwest side of Chesapeake Avenue 40 feet from the north corner of Chesapeake Avenue and Fifth Street and running thence with the northwest side of Chesapeake Avenue northeast 45 feet, thence northwest 120 feet, thence southwest 45 feet, thence southeast 120 feet to the place of beginning.

BEING the same property conveyed to the within named Mortgagors, Harvey V. Deremer and Myrtle H. Deremer, his wife, by deed from Elizabeth C. Parkinson, widow, dated July 27, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1494, folio 261.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED

1964 JAN 31 PM 1:11

11

SAID PROPERTY BEING SOLD TO ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION, OF ANNAPOLIS, MARYLAND, A BODY CORPORATE, DULY INCORPORATED UNDER THE LAWS OF THE UNITED STATE OF AMERICA, AT AND FOR THE SUM OF $8,500.00, IT BEING AT THAT PRICE THEN AND THERE, THE HIGHEST BIDDER THEREFOR.

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

AND AS IN DUTY BOUND, ETC.

Samuel M. Ivrey, Atty

SAMUEL M. IVREY, ATTORNEY
NAMED IN THE MORTGAGE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 28TH DAY OF JANUARY, 1964, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE OF MARYLAND, IN AND FOR THE COUNTY AFORESAID, PERSONALLY APPEARED SAMUEL M. IVREY, ATTORNEY NAMED IN THE MORTGAGE, AND MADE OATH IN DUE FORM OF LAW THAT THE MATTERS AND FACTS STATED IN THE AFOREGOING REPORT OF SALE ARE TRUE, AS THEREIN SET FORTH, AND THAT THE SALE WAS FAIRLY MADE.

Sue Pearson

SUE PEARSON, NOTARY PUBLIC

SUE PEARSON
NOTARY PUBLIC
Anne Arundel Co. Md.

MY COMMISSION EXPIRES:

MAY 3, 1965

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HARVEY V. DEREMER AND MYRTLE H. DEREMER, HIS WIFE

BOOK 153 PAGE 390

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,074 Equity

Ordered, this 31st day of January, 1964, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of March next.

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

Louis N. Phipps Clerk.

True Copy,

TEST: Evening Capital (Feb. 5th edition) Clerk.

Samuel M. Ivrey, Atty.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HARVEY V. DEREMER AND MYRTLE H. DEREMER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of March, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed ~~the~~ usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse JUDGE.

FILED

1964 MAR 11 AM 10:41

13

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,074 Equity

In the Matter of the Mortgaged Real Estate of

HARVEY V. DEREMER and MYRTLE H. DEREMER, his wife

Ordered, this 31st day of January, 1964. That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of March next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of March next.

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

Louis N. Phipps, Clerk
True Copy, TEST:

Louis N. Phipps, Clerk

F-26

1964 MAR -2 AM 9:30

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 301

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 27, 1964

We hereby certify, that the annexed Order Nisi Sale
Eq 16,074
Harvey V. Deremer

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of March, 1964. The first insertion being made the 5th day of February, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By [signature]

14 No. E. C. 1794

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
HARVEY V. DEREMER and MYRTLE H. DEREMER, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,074 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.

March 23, 1964

John H. Hopkins, IV, Auditor.

1964 MAR 23 AM 11:51

FINAL ORDER

ORDERED BY THE COURT, this 8th day of April, 1964, 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
1964 APR -8 AM 11:54

115

BOOK 153 PAGE 303

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HARVEY V. DEREMER and MYRTLE H. DEREMER, his wife

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

			Cr.	
1964, January 28				
Proceeds of Sale	8,500 00		8,500 00	
			8,500 00	
To Attorney for fee, viz:	35 00			
To Attorney for Commissions, viz:	285 00		320 00	
To Attorney for Court Costs, viz:				
Plaintiffs solicitors appearance fee	10 00			
Clerk of Court - Court costs	28 00			
Auditor - stating this account	22 50		60 50	
To Attorney for Expenses: viz:				
Capital-Gazette Press - advertising sale	78 76			
Capital-Gazette Press - Order nisi, sale	15 00			
Speer Publications - handbills	17 00			
Robert H. Campbell - auctioneer's fee	45 00			
Globe Indemnity Co. - bond premium	36 00			
Water Rent - adjusted 10/1/63 to 1/28/64	8 81			
One-half cost documentary stamps	14 03			
1964 County & State Taxes - adjusted 1/1/64 to 1/28/64 (90.99)	7 28			
Sue Pearson - notary fees	1 00		222 88	
To Annapolis Federal Savings & Loan Assn. this balance on account of claim filed	7,896 62		7,896 62	
			8,500 00	

Amount of Mortgaged claim filed	8,635	32
Interest on principal balance of $8,596.44 from 1/28/64 to 4/8/64 - 70 days @ 6%	99	03
	8,734	35
Cr. amount allowed above	7,896	62
Balance subject to Decree in Personam	837	73

BOOK 153 PAGE 305

H. Allen Mezger, Attorney named in Mortgage	*	IN THE
	*	CIRCUIT COURT
Vs	*	FOR
	*	ANNE ARUNDEL COUNTY
John R. Late	*	Equity No. 15,935

* * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H. Allen Mezger

H. Allen Mezger,
Attorney named in Mortgage

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

FILED
1963 OCT 21 AM 11:41

THIS MORTGAGE, Made this 23rd day of May - - - , in the year one thousand nine hundred and sixty-one , between JOHN R. LATE - - - - - - - - -

17 60

STAMPS REQUIRED

- - - - - - - - - - - - - - - - - - - of the County of Anne Arundel - -, in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Eight Thousand and no/100($8,000.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent of the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Sixty-one and no/100($61.00) dollars - - - - - - commencing on the First day of June - - , 1961 , and on the First day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors - - - - - - - - - - -

do grant, convey and assign unto the said mortgagee, its successors and assigns, all- - that lot of ground situate and lying in Third Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as Lot No. Two (2), Block Ten (10), Section One (1), as shown on the Plat of Harundale, the improvements thereon being known as 1015 Fitzallen Road, and which said plat is now composed of six (6) sheets which are respectively recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-2, Plat Numbers One (1), Two (2), Three (3), Four (4), Five (5), and Six (6) now Plat Book 20, folios 19 to 24, inclusive.

BEING the same lot of ground which by deed dated of even date herewith and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County was granted and conveyed by The White Villa Corporation, a body corporate, unto the said mortgagor herein.

1760

$1.00 RECORDATION TAX ACT OF 1947

MAY 24 1961

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1963 OCT 21 AM 11:41

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

BOOK 153 PAGE 307

BOOK 1477 PAGE 366

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said mortgagee, its successors and assigns, 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 ($.01) Cent payable yearly on the 23rd - - - day of May in each and every year. - - - - - - - - - - - - - - - - -

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly on the payment date shown on Page One, each and every month the sum of Eighteen and no/100 ($18.00) dollars - - - - - - - - - for the payment of taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. (In the event the mortgagee holds a prior mortgage on aforesaid property, the payments for such purposes shall only begin upon release of said prior mortgage.) Should such payments be insufficient the mortgagee, its successors or assigns, is hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said

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COUNSELLORS AT LAW
BALTIMORE, MD.

premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer any waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and payable as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagors (or either of them) this mortgage will immediately mature, and will entitle the mortgagee to foreclose this mortgage without notice; (8) That after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, interest, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property; which right to possession shall immediately cease and be surrendered in the event of the maturing of the mortgage through default under covenant (7) above.

AND the said mortgagors hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or I. Winston Mezger, or H. Allen Mezger, their duly constituted Attorneys or Agents, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One Hundred ($100.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the City/County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under

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

this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whosoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

THE mortgagors named herein, other than the title owners of the property or properties described herein, join in the execution of these presents for the purpose of inducing the mortgagee to make the mortgage loan as herein set forth and do hereby jointly and severally guarantee the performance of the terms, covenants and conditions of this mortgage and the repayment of the principal debt and all other sums due thereunder.

IT IS UNDERSTOOD AND AGREED that in consideration of the initial service charge paid by the mortgagors, this mortgage may be pre-paid in whole or part, at any time, without penalty.

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

WITNESS the hands and seals of the said mortgagors.

Witness:

Gary S. Wase

John R. Late (SEAL)

Gary S. Wase

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 23rd day of May - - , 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John R. Late - - - - - - - - - - - - - - - - - -

known to me (or satisfactorily proven) to be the person whose name is/are subscribed to the within mortgage, and he acknowledged the aforegoing mortgage to be his act. At the same time also appeared John P. Helmer - - - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Gary S. Wase
Gary S. Wase Notary Public

My Commission expires May 6, 1963.

Rec'd for record May 24, 1961 at 10:29 A.M.
Mailed to Mezger & Mezger

GARY S. WASE BALTIMORE, MD.

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

5

H. Allen Mezger, Attorney named in Mortgage

VS

John R. Late

BOOK 153 PAGE 310

IN THE

CIRCUIT COURT

-OF-

ANNE ARUNDEL COUNTY

Equity No. 15,935

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 8,000.00
Less - Total amount paid on account of Principal	$ 358.54	
Less - Credit Expense Account	57.06	415.60
Net Balance	$ 415.60	$ 7,584.40
Plus accumulated interest to November 30th, 1963 (with interest thereafter at rate of 6% per annum)		76.61
Total Amount of Mortgage Indebtedness		$ 7,661.01

ARUNDEL FEDERAL SAVINGS & LOAN ASSOCIATION OF BALTIMORE CITY

By Henry C. Bourke, Jr. Treasurer

Henry C. Bourke, Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this 18th day of October in the year nineteen hundred and sixty-three, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer, Arundel Federal Savings and Loan Association of Baltimore City the ~~Mortgagee~~ 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

Charles W. Wilkerson

Charles W. Wilkerson--Notary Public

My Commission Expires May 3, 1965.

CHARLES W. WILKERSON NOTARY PUBLIC BALTIMORE, MD.

FILED

1963 OCT 21 AM 11:41

BOOK 153 PAGE 311

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

H. Allen Mezger, Attorney

named in Mortgage

vs.

John R. Late

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 15,935
Docket ..... Folio .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

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

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

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

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

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

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

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: John P. Helmer
John P. Helmer *Affiant.* President

Subscribed and sworn to before me

this ..... day of 1963

E. Jane Rusinek
Notary Public

My commission expires: May 3, 1965.

FILED

1963 NOV 27 AM 8:56

Jud. 14042. △

MORTGAGEE OR ATTORNEYS' BOND

BOOK 153 PAGE 312
BOOK 12 PAGE 244

Equity
No. 15,935

Know all Men by these Presents:

THAT WE H. Allen Mezger

of One North Charles, Suite 419, Baltimore, Maryland 21201

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven Thousand Seven Hundred and No/100 ($7,700.00)- - - - - - - - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 25th *day of* November *in the year of our Lord nineteen hundred and* sixty-three

WHEREAS, the above bounden H. Allen Mezger *by virtue of a power contained in mortgage from* John R. Late *to* Arundel Federal Savings and Loan Association of Baltimore City

dated May 25, 1961 *and recorded in Liber* GTC *No.* 1477 *folio* 365 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him in said mortgage;*

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

H. Allen Mezger [SEAL]

[SEAL]

Ralph S. Greil

MARYLAND CASUALTY COMPANY

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

ATTEST:

Barbara Berberich
Barbara Berberich

FILED
1963 NOV 27 AM 8:56

Bond approved this 27th day of November, 1963

Louis N. Phipps, Clerk

MEZGER & MEZGER
Attorneys
One North Charles
Baltimore 1, Md.

Attorney's Mortgage Sale

Of Valuable Leasehold Residential Property

IMPROVED WITH A one story aluminum siding, composition roof rancher, containing six rooms, bath, utility room, and garage, situate 1015 Fitzallen Road, Harundale, Third Election District, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgage dated May 23, 1961, from John R. Late said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1477 folio 365, the undersigned as Attorney, will offer for sale at public auction on the premises on;

Wed., Dec. 4, 1963
at 4:00 P.M.

the following described property:

BEING KNOWN AND DESIGNATED as Lot No. Two (2), Block Ten (10), Section One (1), as shown on the Plat of Harundale, the improvements thereon being known as 1015 Fitzallen Road, and which said plat is now composed of six (6) sheets which are respectively recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-2, Plat Numbers One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), now Plat Book 20, folios 19 to 24, inclusive.

SUBJECT to an annual ground rent of One ($.01) Cent.

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

H. ALLEN MEZGER,
Attorney named in Mortgage

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

N-25

No. 15,935

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 313

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 26, 1963

We hereby certify, that the annexed

Attorney's Mortgage Sale

John R. Late

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 December, 1963. The first insertion being made the 7th day of November, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 NOV 27 AM 10:19

By H. Leighman

H. Allen Mezger, **Attorney**

named in Mortgage

vs.

John R. Late

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity NO. 15,935

BOOK 153 PAGE 314

* * * * * * * * * *

CERTIFICATION

WE HEREBY CERTIFY, that on the 4th day of **December**, 19 63, we sold at public auction for the highest price obtainable to **Edward L. Bryl and Walter F. Bryl,**

the property described as follows:

BEING KNOWN AND DESIGNATED as Lot No. Two (2), Block Ten (10), Section One (1), as shown on the Plat of Harundale, the improvements thereon being known as 1015 Fitzallen Road, and which said plat is now composed of six (6) sheets which are respectively recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-2, Plat Numbers One (1), Two (2), Three (3), Four (4), Five (5) and Six (6), now Plat Book 20, folios 19 to 24, inclusive.

SUBJECT to an annual ground rent of One (1¢) Cent.

at and for the price of **Nine Thousand Two Hundred Seventy-five ($9,275.00) Dollars.**

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

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

By John M. Miller, Jr. - - - - President

I/We, the undersigned, hereby certify:

That I/We purchased the above described property at and for the price of $9275.00

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

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

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

AS WITNESS our hand and seals this 4th day of **December**, 19 63.

Edward L. Bryl (SEAL)
Edward L. Bryl

Walter F. Bryl (SEAL)
Walter F. Bryl (per Edward L. Bryl) per Edward L. Bryl

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

I HEREBY CERTIFY, That on this 4th day of **December**, 19 63 before me, the subscriber, a Notary Public of the State and **city** aforesaid, personally appeared JOHN M. MILLER, JR., President of E. T. Newell & Co., Inc., and **Edward L. Bryl, individually and as ajent for Walter F. Bryl**- who made oath in due form of law that the matters and facts set forth above are true to their best knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

H. Allen Mezger---------Notary Public

My Commission Expires: **May 3rd, 1965**.

FILED

1963 DEC -9 AM 10:42

BOOK 153 PAGE 315

H. Allen Mezger, Attorney named in Mortgage	*	IN THE
	*	CIRCUIT COURT
VS	*	for
	*	ANNE ARUNDEL COUNTY
John R. Late	*	Equity No. 15,935

* * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Attorney named in Mortgage, of the mortgage from John R. Late, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the leasehold property therein described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Attorney named in Mortgage, did, pursuant of said notice, on Wednesday, December 4th, 1963, at 4:00 o'clock p.m. attend on the premises, and then and there sold at public auction, all that lot of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, to Edward L. Bryl and Walter F. Bryl, the highest bidders, at and for the sum of Nine Thousand Two Hundred Seventy-five ($9,275.00) Dollars, a deposit of Nine Hundred Twenty-seven and 50/100 ($927.50) Dollars, having been made at time of sale, the balance of the purchase price with interest at the rate of Six per cent (6%) per annum to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

H. Allen Mezger,
Attorney named in Mortgage

FILED

1963 DEC -9 AM 10:42

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

11

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 5th day of December, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared H. Allen Mezger, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

I. WINSTON MEZGER NOTARY PUBLIC BALTIMORE, MD.

I. Winston Mezger
I. Winston Mezger---Notary Public

My commission expires: May 3rd, 1965.

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

12

ORDER NISI

H. ALLEN MEZGER, Attorney named in Mortgage

versus

JOHN R. LATE

BOOK 153 PAGE 317

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,935 Equity

Ordered, this 9th day of December, 1963, That the sale of the property in these proceedings mentioned made and reported by H. Allen Mezger, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of January next.

The report states that the amount of sale was $ 9,275.00

Louis N. Phipps Clerk.

True Copy,

TEST: Maryland Gazette Clerk.
(for Dec. 12 edition)

H. Allen Mezger, Atty.
(Final Order)

H. ALLEN MEZGER, Attorney named in Mortgage

versus

JOHN R. LATE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of January, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse JUDGE.

FILED

1964 JAN 15 AM 10:39

13

Jud. 14042. PRINTED IN Additional
MORTGAGEE OR ATTORNEYS' BOND

BOOK 12 PAGE 254 No. 15935 Equity

BOOK 153 PAGE 318

Know all Men by these Presents:

THAT WE H. Allen Mezger

of One North Charles, Suite 419, Baltimore, Maryland 21201

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Five Hundred Seventy Five and No/100 ($1,575.00)- -- - Dollars, add'l to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 5th day of December in the year of our Lord nineteen hundred and sixty-three

WHEREAS, the above bounden H. Allen Mezger by virtue of a power contained in mortgage from John R. Late to Arundel Federal Savings and Loan Association of Baltimore City

dated May 25, 1961 and recorded in Liber GTC No. 1477 folio 365 etc., one of the Land Record Books of Anne Arundel County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said H. Allen Mezger is about to execute the power vested in him in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

H. Allen Mezger [SEAL]

[SEAL]

Joyce W. Waltemeyer
Joyce W. Waltemeyer

MARYLAND CASUALTY COMPANY

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

ATTEST:

Barbara Berberich
Barbara Berberich

FILED

1963 DEC -9 AM 10:42

Additional Bond approved this 9th day of December, 1963

Louis N. Phipps, Clerk

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 15,935 EQUITY

H. ALLEN MEZGER, Attorney named in Mortgage
versus
JOHN R. LATE

Ordered, this 9th day of December, 1963, That the sale of the property in these proceedings mentioned made and reported by H. Allen Mezger, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of January next.

The report states that the amount of sale was $9,275.00

LOUIS N. PHIPPS
Clerk.

True Copy, TEST:

LOUIS N. PHIPPS
Clerk

J-2

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 319

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 15,935
John R. Late

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of January, 1964. The first insertion being made the 12th day of December, 1963

FILED
1964 JAN -9 AM 10:44

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. C. 1957

5

In the Case of

H. Allen Mezger, Attorney named in Mortgage

VS.

John R. Late

In the

Circuit Court

For

Anne Arundel County

No. 15,935 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 15 day of April, 1964, 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

1964 APR 15 AM 8:56

17

Dr. Mortgaged Real Estate of John R. Late

BOOK 153 PAGE 321

In Acct. with H. Allen Mezger, Attorney Named in Mortgage

				Cr.	
By	Amount of Sale, as per Attorney's Report of Sale filed			9,275 00	
"	Interest, 6%, on deferred payment, $8,347.50			144 69	
	Adjustment, 1963 taxes, 26 days			14 05	
					9,433 74
To	Attorney, for fee, viz	100 00			
"	" , for commission, viz	308 25			
				408 25	
"	Attorney, for Court costs, viz				
	Plaintiff's Attorney, appearance fee	10 00			
	Clerk, Court costs	32 75			
	Auditor, this account	35 00			
				77 75	
"	Attorney, for expenses, viz				
	The Capital-Gazette Press, Inc.				
	Advertising & Nisi - sale	88 52			
	Maryland Casualty Co. - bond	37 10			
	E. T. Newell & Co., Inc. - auctioneer's fee	291 88			
	Notary fee	50			
	½ Federal & State Revenue stamps	15 67			
				433 67	
"	Arundel Federal Savings & Loan Assoc. of Baltimore City, Mortgagee, in full, for Mortgage claim	7,661 01			
	Interest, 6%, on principal balance $7,584.40, from 12/1/63 to 4/15/64	169 64			
				7,830 65	
"	Arundel Federal Savings & Loan Assoc. of Baltimore City, in full, for 2nd. Mortgage claim filed	578 75			
	Interest, 6%, on $578.75 from 1/1/64 to 4/15/64	10 12			

				588	87	
"	John R. Late, Mortgagor, excess	94	55			
				94	55	

BOOK 153 PAGE 323

In the Matter of the	: No.	Equity
Mortgaged Real Estate of	:	In the Circuit Court
Kenneth W. Isenhour and	:	for
Janeth E. Isenhour, his wife	:	Anne Arundel County
	:	

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in mortgage

FILED

1963 OCT 21 PM 1:22

BOOK 1622 PAGE 350

BOOK 153 PAGE 324

Purchase Money

This Mortgage, Made this 20th day of December, in the year one thousand, nine hundred and sixty-two, between KENNETH W. ISENHOUR and JANETH E. ISENHOUR, his wife, of Anne Arundel County in the State of Maryland, hereinafter called Mortgagor, and the LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of ELEVEN THOUSAND TWO HUNDRED---------- Dollars, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor, has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6%) per annum in the manner following:

By the payment of EIGHTY-ONE DOLLARS----------($81.00) on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments shall be applied by the Mortgagee in the following order: (1) to the payment of interest, and (2) to the payment of the aforesaid principal sum, provided the Mortgagor is not in default on any other payments required under the terms of the Mortgage.

9305-7

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lot of ground situated and lying in the Sixth Election District of Anne Arundel County, in said State, and described as follows:

(1) KNOWN AND DESIGNATED as Lots Nos. 137 and 138, as laid out on the Plat of Truxton Heights, Subdivided by the Cityco Realty Company of Baltimore City and recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 6.

(2) BEING all of Lot 139 and a part of Lots 140 and 141, as shown on aforesaid Plat of Truxton Heights, and more particularly described as follows:

BEGINNING for the same at an iron pipe there found on the Northmost side of Truxton Park Road, 30 ft. wide, said point of beginning marks the Southeastmost corner of Lot 139, as shown on a plat of Truxton Heights and recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 6; thence from the point of beginning so fixed and binding on the Northmost side of Truxton Park Road, 30 ft. wide, along a regular curve to the right, having a radius of 370 ft. and a long chord of North 77° 30' 40" West, 59.79 ft. to a pipe set; leaving said side of the said road and across part of Lot 140 and Part of Lot 141 as shown on the aforementioned plat, North 19° 43' 50" East, 153.16 ft. to an iron pipe set in the Northmost outline of Lot 141; binding on part of said Northmost line and the Northmost outline of Lots 140 and 139, as shown on said plat, as now corrected for magnetic declination, South 62° 15' 10" East, 37.40 ft. to a pipe found; binding on the Eastmost outline of Lot 139, corrected as aforesaid, South 10° 43' West, 142.17 ft. to the point of beginning. Containing .163 acre, more or less, according to a survey and plat made by August H. Wagener, Registered Professional Engineer and Land Surveyor.

BEING the same property conveyed unto the within-named Mortgagors by William Donald Meiklejohn and Jessie May Meiklejohn, his wife, by Deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

1680

RECORDATION TAX ACT OF 1947 $1.00 62

RECORDATION TAX ACT OF 1947 $.55 DEC 62

FILED

1963 OCT 21 PM 1:22

2

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

To Have and to Hold the said lots of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple.

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire, windstorm or such other hazards as may be required by the Mortgagee for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable and to establish a fund to assure said payments, the Mortgagor shall pay to Mortgagee on the first day of each month one-twelfth of the yearly aggregate of such items. In the event the Mortgagor fails to make the payments or establish the fund, the Mortgagee, its successors or assigns, is hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same. It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor, his heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland, passed in the year 1955, or any amendments, re-enactments or supplements thereto; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days. If the mortgage debt is paid before maturity and the aggregate amount of all prepayments made in any one year exceeds 20 per centum of the original principal amount of the loan, 180 days' interest at the rate specified in this mortgage on the amount of such excess shall be paid to the Mortgagee. The Mortgagor covenants and agrees to pay a "late charge" not to exceed 4% of any payment which is not paid within 15 days of the due date thereof to cover the extra expenses involved in handling delinquent payments.

And it is Agreed and Understood that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

And the said Mortgagor, in accordanee with the provisions of Artiele LXVI of the Code of Publie General Laws of the State of Maryland, or of any other General or Loeal Laws of the State of Maryland relating to mortgages, ineluding any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or William W. Townshend, Jr., its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situated; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of one hundred ($100.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the said Mortgagor.

WITNESS:

Pauline M. Bozman
Pauline M. Bozman

Kenneth W. Isenhour [SEAL]
Kenneth W. Isenhour

Janeth E. Isenhour [SEAL]
Janeth E. Isenhour

[SEAL]

[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 20th day of December, 1962, before me, the subscriber, a Notary Public, of the State and County aforesaid, personally appeared Kenneth W. Isenhour and Janeth E. Isenhour, his wife the Mortgagor S, named in the aforegoing mortgage, satisfactorily proven to be the person(s) whose name(s) are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared WILMER M. JOHNSON, Vice President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

900 Pauline M. Bozman
Pauline M. Bozman
NOTARY PUBLIC

My commission expires May 6th, 1963.

Rec'd for record Dec 31 1962 at 2:27 P.M.
Mailed to Townshend & Kirk

BOOK 153 PAGE 327

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

ANNAPOLIS, MARYLAND

A T T O R N E Y ' S S A L E

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Kenneth W. Isenhour and Janeth E. Isenhour, his wife, dated December 20th, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1622, Folio 350, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

WEDNESDAY, NOVEMBER 13th, 1963

at 10:30 o'clock A.M.

ALL those lots or parcels of ground situate, lying and being in the Sixth Election District of Anne Arundel County, State of Maryland,

(1) KNOWN AND DESIGNATED as Lots Nos. 137 and 138, as laid out on the Plat of Truxton Heights, Subdivided by the Cityco Realty Company of Baltimore City and recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 6.

(2) BEING all of Lot 139 and a part of Lots 140 and 141, as shown on aforesaid Plat of Truxton Heights, and more particularly described as follows:

BEGINNING for the same at an iron pipe there found on the Northmost side of Truxton Park Road, 30 ft. wide, said point of beginning marks the Southeastmost corner of Lot 139, as shown on a plat of Truxton Heights and recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 6; thence from the point of beginning so fixed and binding on the Northmost side of Truxton Park Road, 30 ft. wide, along a regular curve to the right, having a radius of 370 ft. and a long chord of North 77° 30' 40" West, 59.79 ft. to a pipe set; leaving said side of the said road and across part of Lot 140 and Part of Lot 141 as shown on the aforementioned plat, North 19° 43' 50" East, 153.16 ft. to an iron pipe set in the Northmost outline of Lot 141; binding on part of said Northmost line and the Northmost outline of Lots 140 and 139, as shown on said plat, as now corrected for magnetic declination, South 62° 15' 10" East, 37.40 ft. to a pipe found; binding on the Eastmost outline of Lot 139, corrected as aforesaid, South 10° 43' West, 142.17 ft. to the point of beginning. Containing .163 acre, more or less, according to a survey and plat made by August H. Wagener, Registered Professional Engineer and Land Surveyor.

FILED

1963 OCT 21 PM 1:22

BEING the same property conveyed unto Kenneth W. Isenhour and Janeth E. Isenhour, his wife, by William Donald Meiklejohn and Jessie May Meiklejohn, his wife, by Deed dated December 20, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1622, Folio 348.

The above property consists of a one story dwelling with modern conveniences.

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

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

- -

The Evening Capital - October 17th, 24th, 31st and November 7th, 1963

Please send twenty-five handbills.

BOOK 153 PAGE 329

In the Matter of the	: No.	Equity
Mortgaged Real Estate of	:	In the Circuit Court
Kenneth W. Isenhour and	:	for
Janeth E. Isenhour, his wife	:	Anne Arundel County
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Kenneth W. Isenhour and Janeth E. Isenhour, his wife, to Loyola Federal Savings and Loan Association, Dated December 20, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1622, Folio 350.		$11,200.00
Less total amount paid on account of principal.	$151.88	
Less Credit Expense Account	116.16	
	$268.04	268.04
		$10,931.96
Plus interest to October 31, 1963		220.96
Amount of Mortgage Indebtedness		$11,152.92

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 15th day of October 1963, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

FILED

1963 OCT 21 PM 1:22

AFFIDAVIT OF NON-MILITARY SERVICE

BOOK 153 PAGE 330

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 15th day of October ,
19 63 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in Mortgage from Kenneth W. Isenhour and Janeth E. Isenhour, his wife,

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

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

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

DOROTHY P. McNEW NOTARY PUBLIC ANNE ARUNDEL CO., MD. Notarial Seal

Dorothy P. McNew
Dorothy P. McNew
Notary Public

My Commission will expire on:

May 3rd, 1965

Filed,

FILED

1963 OCT 21 PM 1:22

The Pennsylvania Insurance Company

A STOCK COMPANY

BOOK 12 PAGE 214
No. 15,938 Equity

BOOK 153 PAGE 331

BOND NO. 47 52 50

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and THE PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of TWELVE THOUSAND AND NO/100 ($12,000.00) - DOLLARS - current money to be Paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 4th day of November, 1963.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Kenneth W. Isenhour and Janeth E. Isenhour, his wife, to the Loyola Federal Savings and Loan Association, bearing date on or about the 20th day of December, 1962, and recorded among the Land Records of Anne Arundel County, in Liber L.M.P. 1622, Folio 350, the said William W. Townshend, Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

WHEREAS, default has occurred in the payment of the principal and interest aforesaid, and the said William W. Townshend, Jr., as Attorney Named in Mortgage is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden William W. Townshend, Jr., does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue by Law.

WITNESS AS TO PRINCIPAL:

Dorothy P. McNew

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

Louise T. Ferris

THE PENNSYLVANIA INSURANCE COMPANY

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

Bond approved this 5th day of November, 1963
Louis N. Phipps, Clerk

1963 NOV -5 AM 11:21

Form 24 S831

8-61

WILLIAM W. TOWNSHEND,
Towns-Worth Building, S . St.
. Annapolis, Maryland

Attorney's Sale

Of Valuable Improved Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Kenneth W. Isenhour and Janeth E. Isenhour, his wife, dated December 20th, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.M.P. 1622, Folio 350, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

Wed., Nov. 13, 1963
at 10:30 o'clock A.M.

All those lots or parcels of ground situate, lying and being in the Sixth Election District of Anne Arundel County, State of Maryland,

(1) KNOWN AND DESIGNATED as Lots Nos. 137 and 138, as laid out on the Plat of Truxton Heights, Subdivided by the City-co Realty Company of Baltimore City and recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 6.

(2) BEING all of Lot 139 and a part of Lots 140 and 141, as shown on aforesaid Plat of Truxton Heights, and more particularly described as follows:

BEGINNING for the same at an iron pipe there found on the Northmost side of Truxton Park Road, 30 ft. wide, said point of beginning marks the Southeastmost corner of Lot 139, as shown on a plat of Truxton Heights and recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 6; thence from the point of beginning so fixed and binding on the

N
10

OFFICE OF 15,938

Evening Capital

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

BOOK 153 PAGE 332

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 9, 1963

We hereby certify, that the annexed

Attorney's Sale

Kenneth W. Isenhour

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of 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.
By H. Tilghman

Northmost side of Truxton Park Road, 30 ft. wide, along a regular curve to the right, having a radus of 370 ft. and a long chord of North 77 degree 30' 40" West, 59.79 ft. to a pipe set; leaving said side of the said road and across part of Lot 140 and Part of Lot 141 as shown on the aforementioned plat, North 19 degrees 43' 50" East, 153.16 ft. to an iron pipe set in the Northmost outline of Lot 141; binding on part of said Northmost line and the Northmost outline of Lots 140 and 139, as shown on said plat, as now corrected for magnetic declination, South 62 degrees 15' 10" East, 37.40 ft. to a pipe found; binding on the Eastmost outline of Lot 139, corrected as aforesaid, South 10 degrees 43' West, 142.17 ft. to the point of beginning. Containing .163 acre, more or less, according to a survey and plat made by August H. Wagener, Registered Professional Engineer and Land Surveyor.

BEING the same property conveyed unto Kenneth W. Isenhouse and Janeth E. Isenhour, his wife, by William Donald Meiklejohn and Jessie May Meiklejohn, his wife, by Deed dated December 20, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1622, Folio 348.

The above property consists of a one story dwelling with modern conveniences.

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

For further particulars, apply to:

WILLIAM W. TOWNSHEND, Jr.
Attorney

Towns-Worth Building, South St.
Annapolis, Maryland

ROBERT H. CAMPBELL,
Auctioneer

N-7

ROBERT H. CAMPBELL - - - - Auctioneer

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

BOOK 153 PAGE 334

ATTORNEY'S SALE

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Kenneth W. Isenhour and Janeth E. Isenhour, his wife, dated December 20th, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1622, Folio 350, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

Wednesday, November 13, 1963

AT 10:30 O'CLOCK A.M.

ALL those lots or parcels of ground situate, lying and being in the Sixth Election District of Anne Arundel County, State of Maryland,

(1) KNOWN AND DESIGNATED as Lots Nos. 137 and 138, as laid out on the Plat of Truxton Heights, Subdivided by the Cityco Realty Company of Baltimore City and recorded among the Plat Records of Anne Arundel County in Plat Book 10, folio 6.

(2) BEING all of Lot 139 and a part of Lots 140 and 141, as shown on aforesaid Plat of Truxton Heights, and more particularly described as follows:

BEGINNING for the same at an iron pipe there found on the Northmost side of Truxton Park Road, 30 ft. wide, said point of beginning marks the Southeastmost corner of Lot 139, as shown on a plat of Truxton Heights and recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 6; thence from the point of beginning so fixed and binding on the Northmost side of Truxton Park Road, 30 ft. wide, along a regular curve to the right, having a radius of 370 ft. and a long chord of North 77° 30' 40" West, 59.79 ft. to a pipe set; leaving said side of the said road and across part of Lot 140 and Part of Lot 141 as shown on the aforementioned plat, North 19° 43' 50" East, 153.16 ft. to an iron pipe set in the Northmost outline of Lot 141; binding on part of said Northmost line and the Northmost outline of Lots 140 and 139, as shown on said plat, as now corrected for magnetic declination, South 62° 15' 10" East, 37.40 ft. to a pipe found; binding on the Eastmost outline of Lot 139, corrected as aforesaid, South 10° 43' West, 142.17 ft. to the point of beginning. Containing .163 acre, more or less, according to a survey and plat made by August H. Wagener, Registered Professional Engineer and Land Surveyor.

BEING the same property conveyed unto Kenneth W. Isenhour and Janeth E. Isenhour, his wife, by William Donald Meiklejohn and Jessie May Meiklejohn, his wife, by Deed dated December 20, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1622, Folio 348.

The above property consists of a one story dwelling with modern conveniences.

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

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR., ATTORNEY
Towns-Worth Building, South Street
Annapolis, Maryland
Robert H. Campbell, Auctioneer

FILED

1963 NOV 15 AM 10:10

Annapolis, Maryland
November 13, 1963

BOOK 153 PAGE 335

I hereby certify that I have this thirteenth day of November 1963, sold the property described on the reverse hereof unto ~~Herman X. Frank~~ Thomas A. Smith, Co., Inc., a body corporate at and for the sum of ELEVEN THOUSAND NINE HUNDRED DOLLARS ($11,900.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this thirteenth day of November 1963, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of ELEVEN THOUSAND NINE HUNDRED DOLLARS ($11,900.00) and I/we hereby agree to comply with the terms of sale.

THOMAS A. SMITH, CO., INC.

By: Herman B. Frank
Herman B. Frank, President

FILED

1963 NOV 15 AM 10:10

BOOK 153 PAGE 336

In the Matter of the	:	No. Equity
Mortgaged Real Estate of	:	In the Circuit Court
Kenneth W. Isenhour and	:	for
Janeth E. Isenhour, his wife	:	Anne Arundel County
	:	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify that on this 13th day of November, 1963, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Herman B. Frank, President of Thomas A. Smith, Co., Inc. the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) it was not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) it had not directly or indirectly discouraged anyone from bidding for the said property.

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

WINTESS:

William W. Townshend, Jr.

THOMAS A. SMITH, CO., INC.

By Herman B. Frank (SEAL)
Herman B. Frank, President

_____ (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

FILED

1963 NOV 15 AM 10:10

BOOK 153 PAGE 337

In the Matter of the Mortgaged Real Estate of Kenneth W. Isenhour and Janeth E. Isenhour, his wife	: No. 15,938 Equity : In the Circuit Court : for : Anne Arundel County :	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from Kenneth W. Isenhour and Janeth E. Isenhour, his wife, dated December 20th, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1622, Folio 350, said William W. Townshend, Jr., Attorney named in aforesaid mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given the notice of the time, place, manner and terms of sale by advertisement in The Evening Capital, a newspaper published in Anne Arundel County, State of Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Wednesday, November 13th, 1963, at 10:30 o'clock A.M., and then and there sold the said property to Thomas A. Smith Co., Inc., a body corporate, at and for the sum of ELEVEN THOUSAND NINE HUNDRED DOLLARS ($11,900.00), being at that figure the highest bidder therefor, said property described as follows:

ALL those lots or parcels of ground situate, lying and being in the Sixth Election District of Anne Arundel County, State of Maryland,

(1) KNOWN AND DESIGNATED as Lots Nos. 137 and 138, as laid out on the Plat of Truxton Heights, Subdivided by the Cityco Realty Company of Baltimore City and recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 6.

FILED

1963 NOV 15 AM 10:10

(2) BEING all of Lot 139 and a part of Lots 140 and 141, as shown on aforesaid Plat of Truxton Heights, and more particularly described as follows:

BEGINNING for the same at an iron pipe there found on the Northmost side of Truxton Park Road, 30 ft. wide, said point of beginning marks the Southeastmost corner of Lot 139, as shown on a plat of Truxton Heights and recorded among the Plat Records of Anne Arundel County in Plat Book 10, Folio 6; thence from the point of beginning so fixed and binding on the Northmost side of Truxton Park Road, 30 ft. wide, along a regular curve to the right, having a radius of 370 ft. and a long chord of North 77° 30' 40" West, 59.79 ft. to a pipe set; thence leaving said side of the said road and across part of Lot 140 and Part of Lot 141 as shown on the aforementioned plat, North 19° 43' 50" East, 153.16 ft. to an iron pipe set in the Northmost outline of Lot 141; thence binding on part of said Northmost line and the Northmost outline of Lots 140 and 139, as shown on said plat, as now corrected for magnetic declination, South 62° 15' 10" East, 37.40 ft. to a pipe found; thence binding on the Eastmost outline of Lot 139, corrected as aforesaid, South 10° 43' West, 142.17 ft. to the point of beginning. Containing .163 acre, more or less, according to a survey and plat made by August H. Wagener, Registered Professional Engineer and Land Surveyor.

BEING the same property conveyed unto Kenneth W. Isenhour and Janeth E. Isenhour, his wife by William Donald Meiklejohn and wife, by deed dated December 20, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1622, Folio 348.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 13th day of November, 1963, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF KENNETH W. ISENHOUR AND JANETH E. ISENHOUR, his wife

XXXXXX

BOOK 153 PAGE 340

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,938 Equity

Ordered, this 15th day of November, 19 63, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of December next.

The report states that the amount of sale was $11,900.00

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

Wm.W. Townshend, Jr., Atty. Evening Capital (for Nov. 20 edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF KENNETH W. ISENHOUR AND JANETH E. ISENHOUR, his wife

XXXXXX

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th 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.

George Sachse JUDGE.

FILED

1963 DEC 27 AM 9:26

OFFI OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 341

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 16, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq 15,938

Kenneth W. Isenhour

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of December, 1963. The first insertion being made the 20th day of November, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 15,938 EQUITY

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

KENNETH W. ISENHOUR and JANETH E. ISENHOUR, his wife

Ordered, this 15th day of November, 1963, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of December next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, one in each of three sucessive wekes before the 23rd day of December next.

The report states that the amount of sale was $11,900 00

LOUIS N. PHIPPS Clerk.

True Cpy. TEST:

LOUIS N. PHIPPS Clerk

D-11

FILED

1963 DEC 16 PM 4:

No. E. C. 7407

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 16,038 EQUITY
H. ALLEN MEZGER, Attorney named in Mortgage
Versus
MARIE ALLEN, unmarried

Ordered, this 4th day of February, 1964, That the sale of the property in these proceedings mentioned made and reported by H. Allen Mezger, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of March next.

The report states that the amount of sale was $8,000.00.

LOUIS N. PHIPPS
Clerk

True Copy, TEST:
LOUIS N. PHIPPS
Clerk

F-27

1964 MAR -2 AM 9:39

FILED

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 342

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 28, 1964

We hereby certify, that the annexed Order Nisi Sale Eq 16,038 Marie Allen

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 March, 1964. The first insertion being made the 6th day of February, 1964

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 1522

BOOK 153 PAGE 343

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
KENNETH W. ISENHOUR and JANETH E. ISENHOUR, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,938 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.

April 3, 1964

John H. Hopkins, IV, Auditor.

FILED
1964 APR -3 PM 11:43

FINAL ORDER

ORDERED BY THE COURT, this 21st day of April, 1964, 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
1964 APR 21 PM 2:48

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF KENNETH W. ISENHOUR and JANETH E. ISENHOUR, his wife

BOOK 153 PAGE 344

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

						Cr.
1963, November 13,						
Proceeds of Sale	11,900	00				
Interest on deferred payment of $11,150.00 from						
11/13/63 to 3/30/64	255	92	12,155	92		
Refund County & State taxes - adjusted						
11/13/63 to 12/31/64 (12.68)	1	67	1	67	12,157	59
To Attorney for fee, viz:	100	00				
To Attorney for commissions, viz:	394	68	494	68		
To Attorney for Court Costs, viz:						
Plaintiffs Solicitors appearance fee	10	00				
Clerk of Court - Court costs	28	00				
Auditor - stating this account	22	50	60	50		
To Attorney for expenses, viz:						
Capital Gazette Press - advertising sale	113	76				
Capital Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	17	00				
Pennsylvania Ins. Co. - bond premium	48	00				
Robert H. Campbell - auctioneer's fee	45	00				
One-half cost documentary stamps	19	80				
City of Annapolis - taxes - adjusted						
4 months, 13 days, 7/1/63 to 11/13/63	3	20				
City of Annapolis - water bill	6	85				
Dorothy P. McNew - notary fees	1	50	270	11		
To Loyola Federal Savings & Loan Assn. Mortgage						
claim in full	11,152	92				
This balance on account of accrued interest	179	38	11,332	30	12,157	59

	Mortgage claim filed	11,152	92				
	Interest on principal balance of $10,931.96						
	from 10/31/63 to 4/20/64 - 171 days @ 6%	307	63				
		11,460	55				
	Cr. amount allowed above	11,332	30				
	Balance subject to Decree in Personam	128	25				

BOOK 153 PAGE 346

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
VINCENT J. PALUMBO AND	*	ANNE ARUNDEL COUNTY
GRACE PALUMBO, HIS WIFE	*	NO. 16,132 EQUITY

****
ORDER TO DOCKET SUIT
****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr., Attorney
named in the Mortgage
16 Crain Highway, S.W.
Glen Burnie, Maryland
SO 6-0770

FILED
1964 FEB -4 PM 3:05

BOOK 153 PAGE 347

BOOK 1488 PAGE 230 Equity 16,132

This Mortgage. Made this 30th day of June, A. D. 1961, by and between Vincent J. Palumbo and Grace Palumbo, his wife----------

--------of Anne Arundel County----------, in the State of Maryland, hereinafter called the Mortgagor, and THE BANK OF GLEN BURNIE, a corporation organized and existing under the laws of the State of Maryland, hereafter called the Mortgagee.

WHEREAS, the said Mortgagor stand bona fide indebted unto the said Mortgagee in the full and just sum of Forty-Seven Hundred---------- ($ 4,700.00) Dollars, for money this day loaned by the said Mortgagee unto the said Mortgagors , which said sum, ~~having been used as part of the purchase price for the property hereinafter described~~, the said Mortgagors herewith covenant and agree to repay unto the said Mortgagee, its successors and assigns, together with interest thereon at the rate of Six percent (6%) per annum, in the following manner and time:

THE SUM OF Fifty-Two----------($ 52.00) Dollars to be paid on the First day of August 19 61, and a like or similar sum on the First day of each and every consecutive month thereafter to and including the First day of July , 19 66 , and the balance of the principal and interest remaining unpaid shall become due and payable on the First day of July 19 66 ; the said monthly payments to be applied first to the payment of interest at the rate aforesaid on the balance of the unpaid principal and any amount remaining after the payment of the said interest shall be applied to the payment of the unpaid principal.

ALL SUMS aforesaid to be payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public or private, at the office of The Bank of Glen Burnie, at Glen Burnie, Maryland, or at such other place, either within or without the said State, as the holder hereof may, from time to time, in writing, designate.

WHEREAS, this mortgage shall also secure for future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendment thereto.

AND WHEREAS, at the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same and of the interest to become due thereon, and of all taxes, assessments, public dues, and charges levied or to be levied by law on the property hereby mortgaged, and on the mortgage debt or debts created or secured by this Mortgage, and the payment of premiums for fire or other hazard insurance herein provided, shall be secured by the execution hereof.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One ($1.00) Dollar, the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant, convey, transfer and assign unto the said Mortgagee, its successors and assigns, all the lot of ground being, lying and situate in the Fifth Election District of Anne Arundel County, State of Maryland, and described as follows, viz:—

BEING known and designated as Lot No. 5 as shown on the Plat of the Subdivision of the Clauss Property, Section 2, recorded among the Plat Records of Anne Arundel County in Plat Book 22, folio 26 (formerly Cabinet 3, Rod F-9 Plat 12).

BEING ALSO the same property which the said Mortgagors acquired from F. Ward DeGrange and Edith DeGrange, his wife, by Deed dated May 23, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 931, folio 306.

RECORDATION TAX ACT OF 1947 $5.50 $5.50 JUL 5- 1961 RECORDATION TAX ACT OF 1947 $2.20 $2.20 JUL 5- 1961 RECORDATION TAX ACT OF 1947 $2.20 $2.20

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1964 FEB -4 PM 3:05

9.90

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

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

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided, or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option 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 he will pay all taxes, assessments, water rates and other governmental or municipal charges, fire and hazard insurance premiums, 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 hereinbefore specifically mentioned and shall be secured by this mortgage.

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

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee in the amount of at least Forty-Seven Hundred ($4,700.00)---------- Dollars, said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

4. That 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 or other hazards, casualties and contingencies 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 provision 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.

5. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

6. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

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

In case of default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, or John Demyan, Jr., its Attorney, or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, its or their heirs, successors or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the same, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty---------- Dollars ($ 50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same, all in accordance with Article No. 66 of the Code of the Public General Laws of Maryland.

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

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 bodies corporate shall be considered neuter gender.

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

WITNESS:

Jacqueline R. Grant
JACQUELINE R. GRANT

Vincent J. Palumbo (Seal)
Vincent J. Palumbo

(Seal)

Jacqueline R. Grant
JACQUELINE R. GRANT

Grace Palumbo (Seal)
Grace Palumbo

(Seal)

(Seal)

5

BOOK 153 PAGE 350

BOOK 1488 PAGE 233

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 30th day of June---------- 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vincent J. Palumbo and Grace Palumbo, his wife---------- the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their act.

AT the same time also personally appeared Fred. W. Kuethe, 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.

Jacqueline R. Grant

JACQUELINE R. GRANT
~~Notary Public~~

9.50

JACQUELINE R. GRANT NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Rec'd for record July 5, 1961 at 10:02 A.M.
Mailed to John Demyan, Jr.

MORTGAGE

From

VINCENT J. PALUMBO and

GRACE PALUMBO, his wife

To

THE BANK OF GLEN BURNIE

Block No.

Received for Record

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, $ 14.950

RECORDED IN LIBER GTC 1488 FOLIO 230
RECORD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1961 JUL - 5 AM 10:07

9.50

LAW OFFICES
JOHN DEMYAN, JR.
GLEN BURNIE
MARYLAND

BOOK 153 PAGE 354

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
VINCENT J. PALUMBO AND	*	ANNE ARUNDEL COUNTY
GRACE PALUMBO, HIS WIFE	*	NO. 16,132 EQUITY

****
STATEMENT OF CLAIM
****

Advanced to Mortgage Loan	$ 4,700.00
Interest to February 1, 1964	152.15
	$ 4,852.15
Dues paid to date	116.72
Total amount due under Mortgage to February 1, 1964.	$ 4,735.43

THE BANK OF GLEN BURNIE, a body corporate,

by G. E. Mergenthaler
G. E. Mergenthaler, Cashier

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 3rd day of February 1964; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared G. E. Mergenthaler, Cashier, of The Bank of Glen Burnie, 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 Bank.

WITNESS my hand and Notarial Seal.

Louise M. Pledger
Louise M. Pledger
Notary Public

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1964 FEB -4 PM 3:05

BOOK 153 PAGE 352

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
VINCENT J. PALUMBO and	*	ANNE ARUNDEL COUNTY
GRACE PALUMBO, his wife	*	NO. 16,135 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 knows the defendants herein and that to the best of his knowledge, information and belief

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

(2) said defendants are not in the military service of any nation allied with the Untied 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 D. Demyan, Jr.
Affiant

Subscribed and sworn to before me this 3rd day of February 1964.

Notary Public

FILED
1964 FEB -4 PM 3:05

1.

JOHN DEMYAN, JR.
Attorney
16 CRAIN HIGHWAY, S.W.
Glen Burnie, Maryland

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

Property located in Glen Burnie, Fifth Election District of Anne Arundel County, Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Vincent J. Palumbo and Grace Palumbo, his wife, dated June 30, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1488, folio 230 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on

Mon., Feb. 10, 1964
at 11 o'clock, A.M.

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

Being known and designated as Lot No. 5 as shown on the Plat of the Subdivision of the Clauss Property, Section 2, recorded among the Plat Records of Anne Arundel County in Plat Book 22, folio 26 (formerly Cabinet 3, Rod F-9, Plat 12.)

Being also the same property which the said Mortgagors acquired from F. Ward DeGrange and Edith DeGrange, his wife, by Deed dated May 23, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 931, folio 306.

IMPROVEMENTS: Frame Bungalow.

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 the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, JR.,
Attorney named in Mortgage.

ROBERT H. CAMPBELL
Auctioneer

F-6

No. M 8

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 353

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1964

We hereby certify, that the annexed

Mortgage Sale

Vincent J. Palumbo

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of February, 1964. The first insertion being made the 23rd day of January, 1964.

FILED
1964 FEB -7 AM 9:42

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 153 PAGE 354

ROYAL INDEMNITY COMPANY

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

BOOK 12 PAGE 319

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

No. 16,132 Equity

Bond No. 429553

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 Thousand, Five Hundred Dollars($5,500.00), 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 7th day of February, 1964.

WHEREAS, under and by virtue of the power and authority vested in the said John Demyan, Jr., as Attorney named in the Mortgage for the purpose of foreclosure of a certain Mortgage recorded among the Mortgage Records of Anne Arundel County, Maryland from Vincent J. Palumbo and Grace Palumbo, His Wife, to The Bank of Glen Burnie, (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, Case # 16,132.

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:

Joan M. McGowan
JOAN M. McGOWAN

John Demyan (seal)
JOHN DEMYAN, JR

THE ROYAL INDEMNITY COMPANY

BY: William [illegible]
ATTORNEY-IN-FACT

The above bond is this 7th day of February at 3:20 o'clock P.M. approved.

Louis N. Phipps CLERK

FILED

1964 FEB 7 PM 3:20

ROYAL INDEMNITY COMPANY

A New York Corporation New York, N. Y.

BOOK 153 PAGE 355

BOOK 12 PAGE 324

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

No. 16,132 Equity.

Bond No. 429554
(Additional to Bond #429553)

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 Eight Thousand, Five Hundred Dollars, ($8,500.00), 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 10th day of February, 1964.

WHEREAS, under and by virtue of the power and authority vested in the said John Demyan, Jr., as Attorney named in the Mortgage for the purpose of foreclosure of a certain Mortgage recorded among the Mortgage Records of Anne Arundel County, Maryland from Vincent J. Palumbo and Grace Palumbo, His Wife, to The Bank of Glen Burnie, (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, Case #16,132.

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:

Joan M. McGowan
JOAN M. McGOWAN

John Demyan (SEAL)
JOHN DEMYAN, JR.

THE ROYAL INDEMNITY COMPANY

BY: F. William Kuehn
ATTORNEY-IN-FACT

The above bond is this additional 14th day of February at 9:25 o'clock A.M. approved.

Louis N. Phipps CLERK

FILED

1964 FEB 14 AM 9:25

10

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
VINCENT J. PALUMBO AND	*	ANNE ARUNDEL COUNTY
GRACE PALUMBO, HIS WIFE	*	NO. 16,132 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 Vincent J. Palumbo and Grace Palumbo, his wife, to The Bank of Glen Burnie, a body corporate, dated June 30, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1488, folio 230; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property described in said Mortgage at public auction, on the premises, Glen Burnie, Maryland, Monday, February 10, 1964, at 11 o'clock A.M., and then and there sold the said property to William Marek and Christine Marek, his wife, at and for the sum of Thirteen Thousand Five Hundred Fifty - - - ($ 13,550.00) Dollars, being at that figure the highest bidder therefor, said property being the following:

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

BEING KNOWN and designated as Lot No. 5 as shown on the Plat of the Subdivision of the Clauss Property, Section 2, recorded among the Plat Records of Anne Arundel County in Plat Book 22,

folio 26 (formerly Cabinet 3, Rod F-9, Plat 12).

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

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to the 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 10th day of February 1964; before me, the subscriber, a Notary Public of theState 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.

JOAN M. McGOWAN
Notary Public

FILED

1964 FEB 14 AM 9:25

ORDER NISI

BOOK 153 PAGE 358

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF VINCENT J. PALUMBO
AND GRACE PALUMBO, HIS WIFE

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,132 Equity

Ordered, this 14th day of February, 19 64, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr. Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of March next.

The report states that the amount of sale was $13,550.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

John Demyan, Jr., Atty.
(Final Order)

For the Maryland Gazette(Feb. 20th Edition)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF VINCENT J. PALUMBO
AND GRACE PALUMBO, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of March, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

JUDGE.

FILED
1964 MAR 24 PM 12:41

3

BOOK 153 PAGE 359

ROBERT H. CAMPBELL - - - - Auctioneer

MORTGAGE SALE

OF VALUABLE

Fee Simple Property

Property located in Glen Burnie, Fifth Election District of Anne Arundel County, Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Vincent J. Palumbo and Grace Palumbo, his wife, dated June 30, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1488, folio 230 (default having occurred thereunder), the undersigned, the attorney named in the mortgage, will sell at public auction, on the premises, on

Monday, February 10, 1964

AT 11 O'CLOCK A.M.

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

BEING KNOWN and designated as Lot No. 5 as shown on the Plat of the Subdivision of the Clauss Property, Section 2, recorded among the Plat Records of Anne Arundel County in Plat Book 22, Folio 26 (formerly Cabinet 3, Rod F-9, Plat 12).

BEING ALSO the same property which the said Mortgagors acquired from F. Ward DeGrange and Edith DeGrange, his wife, by deed dated May 23, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 931, folio 306.

IMPROVEMENTS: Frame Bungalow.

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 the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, JR.
Attorney Named in the Mortgage.

FILED
1964 FEB 20 AM 10:49
14

AGREEMENT AND AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

I HEREBY CERTIFY, that on this 10th day of February, 1964; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared William Marek and Christine Marek his wife who first being duly sworn, made oath in due form of law as follows:

1. That he has purchased the property described on reverse side hereof, at and for the sum of $13550.00; a deposit of $500.00 made at the time and place of sale; and agree to comply with the terms of sale as set forth in the advertisement of sale and hand bill; said sale was fairly made.

2. That he is an agent acting for SELF _____, his principal.

3. That there are no other persons who are interested as principals.

4. That the purchaser has not directly or indirectly discouraged anyone from bidding for the said property. Said sale was made to the highest bidder therefor.

WITNESS my hand and Notarial Seal.

WITNESS:

Robert H. Campbell, Auctioneer

F. William Kuethe
Notary Public
F. WILLIAM KUETHE, JR.

F. WILLIAM KUETHE, JR. NOTARY PUBLIC ANNE ARUNDEL CO., MD.

W. P. Marek
W. P. Marek Purchaser

Christine E. Marek
Christine E. Marek Purchaser

ACCEPTED:

John Demyan, Jr., Attorney named in the Mortgage

FILED
1964 FEB 20 AM 10:49

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 16,132 EQUITY

In the Matter of the Mortgaged Real Estate of VINCENT J. PALUMBO and GRACE PALUMBO, his wife

Ordered, this 14th day of February, 1964, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of March next.

The report states that the amount of sale was $13,550.00.

LOUIS N. PHIPPS
Clerk

True Copy, TEST:
LOUIS N. PHIPPS
Clerk

M-12

1964 MAR 16 AM 9:55

No. M.G. 6.0.5

16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 361

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 14, 1964

We hereby certify, that the annexed Order Nisi Sale Eq. 16,132 Vincent J. Palumbo

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 March, 1964. The first insertion being made the 20th day of February, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
VINCENT J. PALUMBO and GRACE PALUMBO, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16, 132 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
1964 APR -6 PM 12:49

All of which is respectfully submitted.

April 6, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 22nd day of April, 1964, 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 Jankowska, deputy

FILED
1964 APR 22 PM 3:32

14

BOOK 153 PAGE 363

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF VINCENT J. PALUMBO and GRACE PALUMBO, his wife,

In Acct. with JOHN DEMYAN, JR., Attorney named in Mortgage

					Cr.	
1964, February 10,						
Proceeds of Sale	13,550	00				
Interest on deferred payment of $13,050.00 from						
2/10/64 to 3/26/64	106	14	13,656	14		
					13,656	14
To Attorney for fee, viz:	50	00				
To Attorney for commissions, viz:	439	68	489	68		
To Attorney for Court Costs, viz:						
Plaintiffs Solicitors appearance fee	10	00				
Clerk of Court - Court costs	32	75				
Auditor - stating this account	30	00	72	75		
To Attorney for expenses, viz:						
Capital-Gazette Press - advertising sale	56	43				
Capital-Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	20	09				
Robert H. Campbell - auctioneers' fee	60	00				
Royal Insurance Co. - bond premium	56	00				
1964 County & State taxes adjusted						
1/1/64 to 2/10/64 (214.39)	23	83				
1964 Water & Sewer assessment - adjusted						
1/1/64 to 2/10/64 (32.88)	3	65				
Water & Sewer bill	9	45				
One-half cost documentary stamps	23	10				
Joan M. McGowan - notary fees	1	00	268	55		
To Bank of Glen Burnie in full mortgage claim filed	4,735	43				
Interest on principal balance of $4,700.00 from						
2/1/64 to 4/22/64 - 80 days @ 6%	61	76	4,797	19		

To The DeGrange Lumber Company, this balance on account of claim filed	8,027	97	8,027	97		
					13,656	14

DOCKET ENTRIES
C-409/1963.

BOOK 153 PAGE 365

No. 16,310 Equity

George V. Parkhurst
Trustee

:

Premier Building Association
of Baltimore City

Premier Building Asso., etc.
Purchasers

C-No. 30223

Donald McComas and
Norma Grace McComas, his wife

: : : : : : : : : : :

22" November 1963 Petition for Sale of Mortgaged Premises (2803 Guilford Ave. J.F.C. 955-19 (1) and Petitioners Exhibit No. 1 (2) fd.

Same day Decree (Bond Required $9000. (3) fd.

Same day Military Affidavit (4) fd.

Same day Statement of Mortgage Claim (5) fd.

Same day Trustees Approved Bond (6) fd.

13" November 1963 Petition of Trustee for authority to have property winterized and order of Court thereon granting same (7) fd.

26" December 1963 Trustees Report of Sale (8) fd.

Same day Ratified Nisi Order (9) fd.

28" January 1964 Certificate of Publication (10) fd.

Same day Trustees Report of Sale finally ratified and confirmed, order (11) fd.

13" February 1964 Auditors Report and Account (12) fd.

Same day Ratified Nisi Order fd.

29" February 1964 Auditor's Report and Account finally ratified and confirmed, order, fd.

12" March 1964 Motion for Decree in Personam (13) fd.

Same day Subpoena (14) issd. (Summoned Ambo)

22" April 1964 Decree in Personam entered in favor of Plaintiff for the sum of $5296.10 against said Defendants with interest until paid. (15) fd.

/

FILED

1964 APR 30 AM 10:35

(TION FOR DECREE IN PERSONA) BOOK 153 PAGE 366

No. 16,310 Equity

PREMIER BUILDING ASSOCIATION OF
BALTIMORE CITY
2880 Hillen Road, Balto. 18, Md.

vs.

DONALD McCOMAS and
NORMA GRACE McCOMAS, his wife
New address: 1127 Old Annapolis Road
Glen Burnie, Maryland
A.A. Co.

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY
Docket 103-C Folio 409
Case No. C-30,223

Property: 2803 Guilford Ave.

To the Honorable, the Judge of the Circuit Court of Baltimore City:

The motion of Premier Building Association of Baltimore City by George V. Parkhurst, its attorney, mortgagee in the above entitled cause respectfully shows:

That there still remains due and unsatisfied to your petitioner upon his mortgage claim in the above entitled cause the sum of $5,296.10 Dollars, as found and determined by the auditor's account herein, which said account has been by this Court finally ratified on the 29th day of Feb., 1964, as will appear by reference had to the said account, which is hereby prayed to be taken as part hereof.

That under the provisions of Chapter 327 of the Acts of Assembly of 1898, approved April 7th, 1898, your petitioner is entitled to a decree in personam for the said sum of $5,296.10 dollars against the said Donald McComas and Norma Grace McComas, his wife, being entitled to maintain an action at law against said mortgagor upon the covenants contained in the mortgage filed in this case for the residue of the mortgage debt remaining unpaid and unsatisfied as aforesaid.

WHEREFORE your petitioner prays and moves for a decree in personam for the said sum of $ 5,296.10 against the said Donald and Norma Grace McCom-as upon due notice being given by summons or otherwise as the Court may direct to the said Donald & Norma Grace McComas, his wife And as in duty &c.

/s/ George V. Parkhurst
George V. Parkhurst, *Attorney for Mortgagee.*

The foregoing petition having been read and considered it is thereupon ordered by the Circuit Court of Baltimore City this 12th day of March, 1964, that the Clerk of this Court be and is hereby directed to issue the writ of subpeona directed to the said Donald McComas and Norma Grace McComas, his wife, 1127 Old Annapolis Road, Glen Burnie, Md., commanding them to be and appear in this Court on the first Monday of April, 1964, to answer the foregoing motion and show cause, if any there be, within fifteen days from the return day of said writ, why a decree should not be entered as prayed.

/s/ Wilson K. Barnes

Donald McComas and Norma Grace McComas, the mortgagor in the above entitled cause having been duly summoned to appear in accordance with the order of this Court passed on the 12th day of March, 1964, as appears from the return of the Sheriff to the writ of subpoena, and no sufficient cause having been shown, under the terms of the said order, it is this 22nd day of April, 1964, by the Circuit Court of Baltimore City adjudged and ordered, that the decree of this Court be and is hereby entered in favor of Premier Building Association of Baltimore City the plaintiff herein for the sum of $5,296.10 Dollars against the said Donald McComas and Norma Grace McComas, his wife, 1127 Old Annapolis Road, Glen Burnie, A.A. Co., Maryland, with interest until paid from the date of final ratification of the Auditor's account herein, and all cost of suit accruing since ratification of said account.

/s/ Wilson K. Barnes

State of Maryland,
City of Baltimore, ss:

BOOK 153 PAGE 367

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above are true copies of the original Docket Entries, Motion for Decree in Personam and Decree

now on file in this office in the cause therein entitled as above.

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 24th day of April A. D., 19 64

Henry J. Ripperger
Clerk.

FILED
1964 APR 30 AM 10:35

3

DOCKET ENTRIES
C-360/1963

No. 16,311 Equity

George V. Parkhurst
Trustee

: Midstate Federal Savings and
: Loan Association
: Betty Weiner
Purchaser
:
C-No. 30132
: Case "A"
: Joseph Edelstein and
: Irene Edelstein, his wife

: : : : : : : : : :

17th October 1963 Petition for Sale of Mortgaged Premises (1802 N. Calvert St. J.F.C. 620-238 (1) and Petitioners Exhibit No. 1 (2) fd.

Same day Decree (Bond Required $3000. (3) fd.

Same day Military Affidavit (4) fd.

Same day Statement of Mortgage Claim (5) fd.

4th December 1963 Trustees Approved Bond (6) fd.

6th December 1963 Trustees Report of Sale (7) fd.

Same day Ratified Nisi Order (8) fd.

7th January 1964 Certificate of Publication (9) fd.

Same day Trustees Report of Sale finally ratified and confirmed, order (10) fd.

28th January 1964 Auditors Report and Account (11) fd.

Same day Ratified Nisi Order fd.

14th February 1964 Auditors Report and Account finally ratified and confirmed, order fd.

Same day Motion for Decree in Personam (12) fd.

Same day Subpoena (13) issd. (Summoned Ambo)

19th March 1964 Decree in Personam entered in favor of Plaintiff for the sum of $1023.46 against said Defendants with interest until paid. (14) fd.

FILED
1964 APR 30 AM 10:37

TION FOR DECREE IN PERSONA

BOOK 153 PAGE 369

No. 16,311 Equity

Midstate Federal Savings and Loan Association
5405 York Road
Baltimore 12, Maryland

vs.

Joseph Edelstein and
Irene Edelstein, his wife
(New address 3508 Edgewood Road
Baltimore 15, Maryland)

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

Docket 103-C folio 360-A

(Property: 1802 N. Calvert Street)

To the Honorable, the Judge of the Circuit Court of Baltimore City:

The motion of Midstate Federal Savings and Loan Association, by George V. Parkhurst, its attorney, mortgagee in the above entitled cause respectfully shows:

That there still remains due and unsatisfied to your petitioner upon his mortgage claim in the above entitled cause the sum of $1,184.64 (less credit of $161.18 rec'd since) Dollars, as found and determined by the auditor's account herein, which said account has been by this Court finally ratified on the 14th day of February, 19 64, as will appear by reference had to the said account, which is hereby prayed to be taken as part hereof.

That under the provisions of Chapter 327 of the Acts of Assembly of 1898, approved April 7th, 1898, your petitioner is entitled to a decree in personam for the said sum of $1,023.46 dollars against the said Joseph Edelstein and Irene Edelstein, wife, 3508 Edgewood Road, Baltimore 15, Maryland being entitled to maintain an action at law against said mortgagor upon the covenants contained in the mortgage filed in this case for the residue of the mortgage debt remaining unpaid and unsatisfied as aforesaid.

WHEREFORE your petitioner prays and moves for a decree in personam for the said sum of $1,023.46 against the said Joseph & Irene Edelstein upon due notice being given by summons or otherwise as the Court may direct to the said Joseph & Irene Edelstein

And as in duty &c.

/s/ George V. Parkhurst
George V. Parkhurst, *Attorney for Mortgagee.*

The foregoing petition having been read and considered it is thereupon ordered by the Circuit Court of Baltimore City this 14th day of February, 1964, that the Clerk of this Court be and is hereby directed to issue the writ of subpeona directed to the said Joseph Edelstein and Irene Edelstein, wife, 3508 Edgewood Road, Baltimore 15, Md. commanding him to be and appear in this Court on the first Monday of March, 1964, to answer the foregoing motion and show cause, if any there be, within fifteen days from the return day of said writ, why a decree should not be entered as prayed.

/s/ Wilson K. Barnes

Joseph Edelstein and Irene Edelstein, wife, the mortgagor in the above entitled cause having been duly summoned to appear in accordance with the order of this Court passed on the 14th day of February, 1964, as appears from the return of the Sheriff to the writ of subpoena, and no sufficient cause having been shown, under the terms of the said order, it is this 19th day of March, 1964, by the Circuit Court of Baltimore City adjudged and ordered, that the decree of this Court be and is hereby entered in favor of Midstate Federal Savings and Loan Association the plaintiff herein for the sum of $1,023.46 Dollars against the said Joseph Edelstein and Irene Edelstein, wife, 3508 Edgewood Road, Baltimore 15, Md. with interest until paid from the date of final ratification of the Auditor's account herein, and all cost of suit accruing since ratification of said account.

2

/s/ Wilson K. Barnes

State of Maryland,
City of Baltimore, ss:

BOOK 153 PAGE 370

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above are true copies of the original Docket Entries, Motion for Decree in Personam and Decree

now on file in this office in the cause therein entitled as above.

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 24th day of April A. D., 19 64

Henry J. Ripperger
Clerk.

CIRCUIT COURT OF BALTIMORE CITY

FILED
1964 APR 30 AM 10:37

BOOK 153 PAGE 371

DOCKET ENTRIES
C-360/1963

No. 16,312 Equity

George V. Parkhurst
Trustee

: Midstate Federal Savings
: and Loan Association
: Henry Siegel
: Purchaser
: C-No. 30133
: Case "B"
: Joseph Edelstein and
: Irene Edelstein, his wife

17th October 1963 Petition for Sale of Mortgaged Premises (103 E. Lafayette Ave. J.F.C. 546-18 (1) and Petitioners Exhibit No. 1 (2) fd.

Same day Decree (Bond Required $3000. (3) fd.

Same day Military Affidavit (4) fd.

Same day Statement of Mortgage Claim (5) fd.

4th December 1963 Trustees Approved Bond (6) fd.

6th December 1963 Trustees Report of Sale (7) fd.

Same day Ratified Nisi Order (8) fd.

7th January 1964 Certificate of Publication (9) fd.

Same day Trustees Report of Sale finally ratified and confirmed, order (10) fd.

10th February 1964 Auditors Report and Account (11) fd.

Same day Ratified Nisi Order fd.

26th February 1964 Auditors Report and Account finally ratified and confirmed, order fd.

28th February 1964 Motion for Decree in Personam (12) fd.

Same day Subpoena (13) issd. (Non Sunt)

3rd March 1964 Subpoena (14) re issd. (Summoned Ambo)

22nd April 1964 Decree in Personam entered in favor of Plaintiff for the sum of $1986.17 against said Defendants with interest until paid (15) fd.

FILED

1964 APR 30 AM 10:37

BOOK 153 PAGE 372

TION FOR DECREE IN PERSONA

No. 16,312 Equity

Midstate Federal Savings and Loan Association
5405 York Road
Baltimore 12, Maryland

vs.

Joseph Edelstein and
Irene Edelstein, his wife,
(New Address 3508 Edgewood Road
Baltimore 15, Maryland

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

Docket 103-C folio 360-B

(Property: 103 E. Lafayette Avenue)

To the Honorable, the Judge of the Circuit Court of Baltimore City:

The motion of Midstate Federal Savings and Loan Association by George V. Parkhurst, its attorney, mortgagee in the above entitled cause respectfully shows:

That there still remains due and unsatisfied to your petitioner upon his mortgage claim in the above entitled cause the sum of $1,986.17 Dollars, as found and determined by the auditor's account herein, which said account has been by this Court finally ratified on the 26th day of February, 1964, as will appear by reference had to the said account, which is hereby prayed to be taken as part hereof.

That under the provisions of Chapter 327 of the Acts of Assembly of 1898, approved April 7th, 1898, your petitioner is entitled to a decree in personam for the said sum of $1,986.17 dollars against the said Joseph Edelstein and Irene Edelstein, wife, 3508 Edgewood Road, Baltimore 15, Maryland being entitled to maintain an action at law against said mortgagor upon the covenants contained in the mortgage filed in this case for the residue of the mortgage debt remaining unpaid and unsatisfied as aforesaid.

WHEREFORE your petitioner prays and moves for a decree in personam for the said sum of $ 1,986.17 against the said Joseph & Irene Edelstein upon due notice being given by summons or otherwise as the Court may direct to the said Joseph & Irene Edelstein

And as in duty &c.

/s/ George V. Parkhurst
George V. Parkhurst, *Attorney for Mortgagee.*

The foregoing petition having been read and considered it is thereupon ordered by the Circuit Court of Baltimore City this 28th day of February, 64, that the Clerk of this Court be and is hereby directed to issue the writ of subpeona directed to the said Joseph Edelstein and Irene Edelstein, wife, commanding him to be and appear in this Court on the first Monday of March, 1964, to answer the foregoing motion and show cause, if any there be, within fifteen days from the return day of said writ, why a decree should not be entered as prayed.

/s/ Wilson K. Barnes

Joseph Edelstein and Irene Edelstein, wife, the mortgagor in the above entitled cause having been duly summoned to appear in accordance with the order of this Court passed on the 28 day of February, 1964, as appears from the return of the Sheriff to the writ of subpoena, and no sufficient cause having been shown, under the terms of the said order, it is this 22nd day of April, 1964, by the Circuit Court of Baltimore City adjudged and ordered, that the decree of this Court be and is hereby entered in favor of Midstate Federal Savings and Loan Association the plaintiff herein for the sum of $1,986.17 Dollars against the said Joseph Edelstein and Irene Edelstein, wife, 3508 Edgewood Road, Baltimore 15, Md. with interest until paid from the date of final ratification of the Auditor's account herein, and all cost of suit accruing since ratification of said account.

/s/ Wilson K. Barnes

2

State of Maryland,

City of Baltimore, ss: BOOK 153 PAGE 373

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above are true copies of the original Docket Entries, Motion for Decree in Personam and Decree

now on file in this office in the cause therein entitled as above.

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 24th day of April A. D., 1964

Henry J. Ripperger
Clerk.

FILED
1964 APR 30 AM 10:38

3

DOCKET ENTRIES
C-361/1963

No. 16,313 Equity

George V. Parkhurst
Trustee

: Midstate Federal Savings
: and Loan Association
: Dickens Building Co.
: Purchaser
: C-No. 30134
: Case "C"
: Joseph Edelstein and
: Irene Edelstein, his wife

17th October 1963 Petition for Sale of Mortgaged Premises (2132 N. Calvert St. etc. J.F.C. 237-114 (1) and Petitioners Exhibit No. 1 (2) fd.

Same day Decree (Bond Required $9000. (3) fd.

Same day Military Affidavit (4) fd.

Same day Statement of Mortgage Claim (5) fd.

4th December 1963 Trustees Approved Bond (6) fd.

6th December 1963 Trustees' Report of Sale (7) fd.

Same day Ratified Nisi Order (8) fd.

7th January 1964 Certificate of Publication (9) fd.

Same day Trustees Report of Sale finally ratified and confirmed order (10) fd.

5th February 1964 Auditors Report and Account (11) fd.

Same day Ratified Nisi Order fd.

21st February 1964 Auditors Report and Account finally ratified and confirmed, order fd.

21st February 1964 Motion for Decree in Personam (12) fd.

Same day Subpoena (13) issd. (Summoned Ambo)

19th March 1964 Decree in Personam entered in favor of Plaintiff for the sum of $3865.12 against said Defendants with interest until paid. (14) fd.

FILED
1964 APR 30 AM 10:38

TION FOR DECREE IN PERSONA) BOOK 153 PAGE 375

No. 16,313 Equity

Midstate Federal Savings and Loan Association
5405 York
Baltimore 12, Md.

vs.

Joseph Edelstein and
Irene Edelstein, his wife
(New Address 3508 Edgewood Road
Baltimore 15, Maryland)

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

Docket 103-C folio 361-C

(Properties: 2132 N. Calvert Street and 1918 Linden Avenue)

To the Honorable, the Judge of the Circuit Court of Baltimore City:

The motion of Midstate Federal Savings and Loan Association by George V. Parkhurst, its attorney, mortgagee in the above entitled cause respectfully shows:

That there still remains due and unsatisfied to your petitioner upon his mortgage claim in the above entitled cause the sum of $3,876.12 (less credit of $11.00 rec'd since) Dollars, as found and determined by the auditor's account herein, which said account has been by this Court finally ratified on the 21st day of February, 1964, as will appear by reference had to the said account, which is hereby prayed to be taken as part hereof.

That under the provisions of Chapter 327 of the Acts of Assembly of 1898, approved April 7th, 1898, your petitioner is entitled to a decree in personam for the said sum of $3,865.12 dollars against the said Joseph Edelstein and Irene Edelstein, wife, 3508 Edgewood Road, Baltimore 15, Maryland being entitled to maintain an action at law against said mortgagor upon the covenants contained in the mortgage filed in this case for the residue of the mortgage debt remaining unpaid and unsatisfied as aforesaid.

WHEREFORE your petitioner prays and moves for a decree in personam for the said sum of $3,865.12 against the said Joseph & Irene Edelstein upon due notice being given by summons or otherwise as the Court may direct to the said Joseph & Irene Edelstein

And as in duty &c.

/s/ George V. Parkhurst
George V. Parkhurst, *Attorney for Mortgagee.*

The foregoing petition having been read and considered it is thereupon ordered by the Circuit Court of Baltimore City this 21st day of February, 1964, that the Clerk of this Court be and is hereby directed to issue the writ of subpeona directed to the said Joseph Edelstein and Irene Edelstein, wife, 3508 Edgewood Road, Baltimore 15, Md. commanding him to be and appear in this Court on the first Monday of March, 1964, to answer the foregoing motion and show cause, if any there be, within fifteen days from the return day of said writ, why a decree should not be entered as prayed.

/s/ Wilson K. Barnes

Joseph Edelstein and Irene Edelstein, wife, the mortgagor in the above entitled cause having been duly summoned to appear in accordance with the order of this Court passed on the 21st day of February, 1964, as appears from the return of the Sheriff to the writ of subpoena, and no sufficient cause having been shown, under the terms of the said order, it is this 19th day of March, 1964, by the Circuit Court of Baltimore City adjudged and ordered, that the decree of this Court be and is hereby entered in favor of Midstate Federal Savings and Loan Association the plaintiff herein for the sum of $3,865.12 Dollars against the said Joseph Edelstein and Irene Edelstein, wife, 3508 Edgewood Road, Baltimore 15, Md. with interest until paid from the date of final ratification of the Auditor's account herein, and all cost of suit accruing since ratification of said account.

/s/ Wilson K. Barnes

2

State of Maryland,
City of Baltimore, ss:

BOOK 153 PAGE 376

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above are true copies of the original Docket Entries, Motion for Decree in Personam and Decree

now on file in this office in the cause therein entitled as above.

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 24th day of April A. D., 19 64

Henry J. Ripperger
Clerk.

FILED
1964 APR 30 AM 10:38

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BOOK 153 PAGE 377

No. 16,314 Equity

DOCKET ENTRIES
C-361/1963

George V. Parkhurst
Trustee

:

Midstate Federal Savings

:

and Loan Association

:

Oscar Hamburg and
Eva Hamburg
Purchasers

:

C-No. 30135
Case "D"

:

Joseph Edelstein and

:

Irene Edelstein, his wife

:

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

17th October 1963 Petition for Sale of Mortgaged Premises (1825 N. Calvert St. J.F.C. 288-86 (1) and Petitioners Exhibit No. 1 (2) fd.

Same day Decree (Bond Required $3000. (3) fd.

Same day Military Affidavit (4) fd.

Same day Statement of Mortgage claim (5) fd.

4th December 1963 Trustees Approved Bond (6) fd.

6th December 1963 Trustee's Report of Sale (7) fd.

Same day Ratified Nisi Order (8) fd.

7th January 1964 Certificate of Publication (9) fd.

Same day Trustees Report of Sale finally ratified and confirmed order (10) fd.

28th January 1964 Auditors Report and Account (11) fd.

Same day Ratified Nisi Order fd.

14th February 1964 Auditors Report and Account finally ratified and confirmed, order fd.

Same day Motion for Decree in Personam (12) fd.

Same day Subpoena (13) re issd (Summoned Ambo)

19th March 1964 Decree in Personam entered in favor of Plaintiff for the sum of $1872.49 against said Defendants with interest until paid. (14) fd.

FILED

1964 APR 30 AM 10:38

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BOOK 153 PAGE 378

(TION FOR DECREE IN PERSONA( )

No. 16,314 Equity

Midstate Federal Savings and Loan Association
5405 York Road
Baltimore 12, Maryland

vs.

Joseph Edelstein and
Irene Edelstein, his wife,
(New address 3508 Edgewood Road
Baltimore 15, Maryland)

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

Docket 103-C folio 361-D

(Property: 1825 N. Calvert Street)

To the Honorable, the Judge of the Circuit Court of Baltimore City:

The motion of Midstate Federal Savings and Loan Association, by George V. Parkhurst, its attorney, mortgagee in the above entitled cause respectfully shows:

That there still remains due and unsatisfied to your petitioner upon his mortgage claim in the above entitled cause the sum of $1,872.49 Dollars, as found and determined by the auditor's account herein, which said account has been by this Court finally ratified on the 14th day of February, 1964, as will appear by reference had to the said account, which is hereby prayed to be taken as part hereof.

That under the provisions of Chapter 327 of the Acts of Assembly of 1898, approved April 7th, 1898, your petitioner is entitled to a decree in personam for the said sum of $1,872.49 dollars against the said Joseph Edelstein and Irene Edelstein, wife, 3508 Edgewood Road, Baltimore 15, Maryland being entitled to maintain an action at law against said mortgagor upon the covenants contained in the mortgage filed in this case for the residue of the mortgage debt remaining unpaid and unsatisfied as aforesaid.

WHEREFORE your petitioner prays and moves for a decree in personam for the said sum of $1,872.49 against the said Joseph & Irene Edelstein upon due notice being given by summons or otherwise as the Court may direct to the said Joseph & Irene Edelstein

And as in duty &c.

/s/ George V. Parkhurst
George V. Parkhurst, *Attorney for Mortgagee.*

The foregoing petition having been read and considered it is thereupon ordered by the Circuit Court of Baltimore City this 14th day of February, 1964, that the Clerk of this Court be and is hereby directed to issue the writ of subpeona directed to the said Joseph Edelstein and Irene Edelstein, wife, 3508 Edgewood Road, Baltimore 15, Md. commanding him to be and appear in this Court on the first Monday of March, 1964, to answer the foregoing motion and show cause, if any there be, within fifteen days from the return day of said writ, why a decree should not be entered as prayed.

/s/ Wilson K. Barnes

Joseph Edelstein and Irene Edelstein, wife, the mortgagor in the above entitled cause having been duly summoned to appear in accordance with the order of this Court passed on the 14th day of February, 1964, as appears from the return of the Sheriff to the writ of subpoena, and no sufficient cause having been shown, under the terms of the said order, it is this 19th day of March, 1964, by the Circuit Court of Baltimore City adjudged and ordered, that the decree of this Court be and is hereby entered in favor of Midstate Federal Savings and Loan Association the plaintiff herein for the sum of $1,872.49 Dollars against the said Joseph Edelstein and Irene Edelstein, wife, 3508 Edgewood Road, Baltimore 15, Md. with interest until paid from the date of final ratification of the Auditor's account herein, and all cost of suit accruing since ratification of said account.

2

/s/ Wilson K. Barnes

State of Maryland,
City of Baltimore, ss:

BOOK 153 PAGE 379

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above are true copies of the original Docket Entries, Motion for Decree in Personam and Decree

now on file in this office in the cause therein entitled as above.

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 24th day of April A. D., 1964

Henry J. Ripperger
Clerk.

FILED
1964 APR 30 AM 10:38

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BOOK 153 PAGE 380

No. 16,315 Equity

DOCKET ENTRIES
C-362/1963

George V. Parkhurst Trustee	:	Midstate Federal Savings and
	:	Loan Association
	:	Dickens Building Company Purchaser
	:	
	:	C No. 30136 Case "E"
	:	Joseph Edelstein and
	:	Irene Edelstein, his wife

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

17th October 1963 Petition for Sale of Mortgaged Premises (1720 N. Calvert St. J.F.C. 348 - 43 (1) and Petitioners Exhibit No. 1 (2) fd.

Same day Decree (Bond Required $3000. (3) fd.

Same day Military Affidavit (4) fd.

Same day Statement of Mortgage Claim (5) fd.

4th December 1963 Trustees Approved Bond (6) fd.

6th December 1963 Trustees Report of Sale (7) fd.

Same day Ratified Nisi Order (8) fd.

7th January 1964 Certificate of Publication (9) fd.

Same day Trustees Report of Sale finally ratified and confirmed, order (10) fd.

5th February 1964 Auditors Report and Account (11) fd.

Same day Ratified Nisi Order fd.

21st February 1964 Auditors Report and Account finally ratified and confirmed, order fd.

Same day Motion for Decree in Personam (12) fd.

Same day Subpoena (13) issd (Summoned Ambo)

19th March 1964 Decree in Personam entered in favor of Plaintiff for the sum of $1626.60 against said Defendants with interest until paid. (14) fd.

FILED

1964 APR 30 AM 10:38

TION FOR DECREE IN PERSONA) BOOK 153 PAGE 381

No. 16,315 Equity

Midstate Federal Savings and Loan Association
5405 York Road
Baltimore 12, Maryland

vs.

Joseph Edelstein and
Irene Edelstein, his wife
(New address 3508 Edgewood Road
Baltimore 15, Maryland)

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

Docket 103-C folio 362-E

(Property: 1720 N. Calvert Street)

To the Honorable, the Judge of the Circuit Court of Baltimore City:

The motion of Midstate Federal Savings and Loan Association, by George V. Parkhurst, its attorney, mortgagee in the above entitled cause respectfully shows:

That there still remains due and unsatisfied to your petitioner upon his mortgage claim in the above entitled cause the sum of $1,698.60 (less credit of $72.00 rec'd since) Dollars, as found and determined by the auditor's account herein, which said account has been by this Court finally ratified on the 21st day of February, 1964, as will appear by reference had to the said account, which is hereby prayed to be taken as part hereof.

That under the provisions of Chapter 327 of the Acts of Assembly of 1898, approved April 7th, 1898, your petitioner is entitled to a decree in personam for the said sum of $1,626.60 dollars against the said Joseph Edelstein and Irene Edelstein, wife, 3508 Edgewood Road, Baltimore 15, Maryland being entitled to maintain an action at law against said mortgagor upon the covenants contained in the mortgage filed in this case for the residue of the mortgage debt remaining unpaid and unsatisfied as aforesaid.

WHEREFORE your petitioner prays and moves for a decree in personam for the said sum of $1,626.60 against the said Joseph & Irene Edelstein upon due notice being given by summons or otherwise as the Court may direct to the said Joseph & Irene Edelstein

And as in duty &c.

/s/ George V. Parkhurst
George V. Parkhurst, *Attorney for Mortgagee.*

The foregoing petition having been read and considered it is thereupon ordered by the Circuit Court of Baltimore City this 21st day of February, 1964, that the Clerk of this Court be and is hereby directed to issue the writ of subpeona directed to the said Joseph Edelstein and Irene Edelstein, wife, 3508 Edgewood Road, Balto. 15, Md. commanding him to be and appear in this Court on the first Monday of March, 1964, to answer the foregoing motion and show cause, if any there be, within fifteen days from the return day of said writ, why a decree should not be entered as prayed.

/s/ Wilson K. Barnes

Joseph Edelstein and Irene Edelstein, wife, the mortgagor in the above entitled cause having been duly summoned to appear in accordance with the order of this Court passed on the 21st day of February, 1964, as appears from the return of the Sheriff to the writ of subpoena, and no sufficient cause having been shown, under the terms of the said order, it is this 19th day of March, 1964, by the Circuit Court of Baltimore City adjudged and ordered, that the decree of this Court be and is hereby entered in favor of Midstate Federal Savings and Loan Association the plaintiff herein for the sum of $1,626.60 Dollars against the said Joseph Edelstein and Irene Edelstein, wife, 3508 Edgewood Road, Baltimore 15, Md. with interest until paid from the date of final ratification of the Auditor's account herein, and all cost of suit accruing since ratification of said account.

2

/s/ Wilson K. Barnes

State of Maryland,

City of Baltimore, ss: BOOK 153 PAGE 382

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above are true copies of the original Docket Entries, Motion for Decree in Personam and Decree

now on file in this office in the cause therein entitled as above.

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 24th day of April A. D., 1964

Henry J. Ripperger
Clerk.

FILED
1964 APR 30 AM 10:38

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PETITION FOR FORECLOSURE

FIRST FEDERAL SAVINGS & LOAN

ASSOCIATION OF BROOKLYN

VS.

DARWIN L. MURPHY and

MARY J. MURPHY, his wife

BOOK 153 PAGE 383

IN THE

CIRCUIT COURT

for

~~CITY OF~~

Anne Arundel County

~~BALTIMORE CITY~~

In Equity

No. 15,941

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 9th day of July A. D. 1959 the defendant executed and delivered to First Federal Savings & Loan Association of Brooklyn a mortgage upon certain fee simple property in ~~the City of Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $ 9,000.00 and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That default has occurred in the performance of this Mortgage and in payment of the debt now due the Plaintiff and secured by the aforesaid Mortgage.

And your petitioner 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 Street
Baltimore 2, Maryland
PL 2-6897
Attorney for Plaintiff

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1963 OCT 23 AM 10:57

BOOK 153 PAGE 384

CITY OR COUNTY FEE OR LEASEHOLD BOOK 1311 PAGE 451

2444-1

INSPECTED E. BOLSTLER C. P. A.

This Mortgage,

made this 9th day of July No. 15, 941

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

DARWIN L. MURPHY and MARY J. MURPHY, 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 DARWIN L. MURPHY and MARY J. MURPHY, his wife,

the sum of Nine Thousand ($9,000.00) - 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 Seventy-six ($76.00) - 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 923 of the Laws of Maryland passed at the January session in the year 1945 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 Lots 18 and 19 in Section P as shown on Plat of Arundel Gardens duly recorded among the Land Records of Anne Arundel County in Plat Book 15 folio 5 (formerly in Plat Cabinet 2, Rod D-9, Plat No. 348). The improvements thereon being known as No. 316 Holy Cross Road.

BEING the same two lots of ground described in Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto from Wilson J. Gould and Annabel Gould, his wife, to the within named Mortgagors.

Petitioner's Exhibit No 1

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1963 OCT 23 AM 10:58

BOOK 153 PAGE 385

BOOK 1311 PAGE 452

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 hereby, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of~~

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 ~~ed~~.

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 $75.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

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

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

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

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

Witness the hand and seal of the said Mortgagor.

WITNESS:

Barbara G. Yeager
Barbara G. Yeager

Darwin L. Murphy (SEAL)
Darwin L. Murphy

(SEAL)
Mary J. Murphy

Mary J. Murphy (SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 9th day of July, 1959, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Balto. County personally appeared DARWIN L. MURPHY and MARY J. MURPHY, his wife, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared JOHN B. ROWE, Attorney and Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth and further made oath that he is the duly appointed Agent of said body corporate and is authorized to make this affidavit.

As WITNESS my hand and Notarial Seal.

Barbara G. Yeager
Barbara G. Yeager, Notary Public

950

Rec'd for record July 11, 1959, at 11:04 A.M.
Mailed to Rowe, Rowe & York

4

STATEMENT OF MORTGAGE CLAIM BOOK 153 PAGE 387

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

vs.

DARWIN L. MURPHY and MARY J. MURPHY

IN THE

CIRCUIT COURT

For ~~OF~~

Anne Arundel County
~~BALTIMORE CITY~~
In Equity

No. 15,941

STATEMENT OF MORTGAGE DEBT

316 Holy Cross Road

Original Amount of Loan	$9,000.00
Less Payments to Principal	1,571.49
	$7,428.51
Interest to 10/31/63	37.14
	$7,465.65
Less Balance in Escrow Account	79.96
	$7,385.69

FILED
1963 OCT 23 AM 10:57

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 22nd day of October 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, 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.

As witness my hand and Notarial Seal,

Joyce F. Gulley
Notary Public.

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

BOOK 153 PAGE 388

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

vs.

DARWIN L. MURPHY and MARY J. MURPHY, his wife

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

(In Equity) No. 15,941

Docket ..... **Folio** .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared George G. Freyman, Executive Vice-President of First Federal Savings & 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 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.

Geo. G. Freyman

George G. Freyman *Affiant.*
Executive Vice President
First Federal Savings & Loan Asso.
of Brooklyn

Subscribed and sworn to before me this 22 day of October 19 63

Joyce F. Gulley

Joyce F. Gulley *Notary Public*

JOYCE F. GULLEY NOTARY PUBLIC Anne Arundel County, Md.

FILED

1963 OCT 23 AM 10:57

BOOK 153 PAGE 389

DECREE FOR SALE OF MORTGAGE PREMISES

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

vs.

DARWIN L. MURPHY and MARY J. MURPHY, his wife

IN THE

CIRCUIT COURT

For ~~OF~~ Anne Arundel County ~~XXXXXXXXXXXX~~ In Equity

No. 15,941

TERM, 19

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

It, is, Thereupon, This 23rd day of October, in the year nineteen hundred and sixty-three, by the Circuit Court for Anne Arundel County ~~of XXXXXXXXXX~~ **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 him mself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Eight Thousand ($8,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County ~~XXXXXXXXXXXXXXX~~, as he shall think proper, of the time, place, manner and terms of sale, which shall be ~~[illegible]~~ all cash ~~[illegible]~~; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse
Judge.

FILED

1963 OCT 24 AM 10:31

7

BOOK 12 PAGE 234 BOOK 153 PAGE 390

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

BOND NO. 0466-0160-2267-63

No. 15,941 Equity

Know All Men By These Presents:

THAT WE, Harold M. Vick - 2 E. 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 EIGHT THOUSAND AND NO/100 ------- Dollars ($ 8,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 15th day of November 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, Maryland

has been appointed trustee to sell property #316 Holy Cross Road, Anne Arundel County, Maryland mentioned in the proceedings in the case of

First Federal Savings and Loan Association
of Brooklyn

vs.

Darwin L. Murphy and Mary J. Murphy, his wife

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)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

By: J. Richard Hauschild,
Attorney-in-fact

Witness as to Surety:
J. McDuffie

FILED
1963 NOV 19 AM 9:23

Bond approved this 19th day of November, 1963

Clerk

1-307-Md. Trustee—Receiver 500-9-51

BOOK 153 PAGE 391

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

BOOK 12 PAGE 245
60 JOHN STREET
NEW YORK

ADDITIONAL BOND NO. 0466-0160-2267-63

No. 15,941 Equity

Know All Men By These Presents:

THAT WE, Harold M. Vick - 2 E. 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 HUNDRED AND NO/100 ----- Dollars ($ 1600.00 ---), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 26th day of November 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, Maryland has been appointed trustee to sell property #316 Holy Cross Road, Anne Arundel County, Maryland mentioned in the proceedings in the case of

First Federal Savings and Loan Association of Brooklyn

vs.

Darwin L. Murphy and Mary J. Murphy, his wife

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

Joyce F. Morrison

Harold M. Vick (SEAL)

(SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

By J. Richard Hauschild, Attorney-in-fact

XXXXXXX Witness as to Surety:

J. McDuffie

FILED

1965 NOV 29 PM 5:10

Bond approved this 29 day of November 1963

Louis N. Phipps Clerk

1-307-Md. Trustee—Received (500-9-5)

9

9

ROWE, ROWE & VIC
2 E. Lexington Street
Baltimore 2, Maryland

Trustee's Sale

Of Valuable Fee Simple Property

Known as
316 Holy Cross Road
Baltimore 25, Maryland

By virtue of a decree of the Circuit Court for Anne Arundel County, In Equity No. 15,941, the undersigned Trustee will sell at Public Auction on the premises on

Fri., Nov. 22, 1963
at 2:30 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 Lots 18 and 19 in Section P as shown on Plat of Arundel Gardens duly recorded among the Land Records of Anne Arundel County in Plat Book 15, folio 5 (formerly in Plat Cabinet 2, Rod D-9, Plat No. 348). The improvements thereon being known as No. 316 Holy Cross Road.

THE IMPROVEMENTS consist of a frame dwelling, six rooms and 1 bath, hot air oil heat.

TERMS OF SALE: Cash deposit $750.00 at time and place of sale, balance upon ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest from day of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to day of sale. 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 N-21

No. 10

OFFICE

Maryland Gazette

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

BOOK 153 PAGE 392

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 25, 19--

We hereby certify, that the annexed

Trustee's Sale
Eq. 15,941
316 Holy Cross 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 22nd day of November, 1963. The first insertion being made the 31st day of October, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 NOV 26 4hrs PM
By H. Leighsman

Fee Simple property Nov. 22-1963
#316 Holy Cross Road.
Baltimore 25, Md.

BOOK 153 PAGE 393

T. C. W. HOBBS
AUCTIONEER & APPRAISER
3607 FIELDSTONE ROAD
RANDALLSTOWN, MARYLAND

TO WHOM IT MAY CONCERN: Sold for Mr. Harold M. Vick Trustee

The undersigned Auctioneer does hereby make oath in due form of law that he has not paid and will not pay directly or indirectly any sum or part of commissions received, to anyone for employing or for aiding to employ him to make this sale.

Sold for
$9,600.00

(Signed) T. C. W. Hobbs
Auctioneer

Sworn to and subscribed before me, a Notary Public for the City of Baltimore, State of Maryland, this 26th day of November, 1963.

JOYCE F. GULLEY NOTARY PUBLIC Anne Arundel County, Md.

Joyce F. Gulley
JOYCE F. GULLEY Notary Public

FILED
1963 NOV 29 PM 5:10

Trustee's Sale
Fee Simple Property
#316 Holy Cross Road Balto. 25. Md.
in Equity No. 15941 Sold for
C. Harold Sm. Vick
Trustee

No. 22-63 T. C. W. HOBBS
AUCTIONEER & APPRAISER
3607 FIELDSTONE ROAD
RANDALLSTOWN, MARYLAND

BOOK 153 PAGE 394

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 22nd day of NOVEMBER, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared HAMMOND E. BOSSE, purchaser at R.F.D. 2, Box 201, Ft. Meade, Md. 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 #316 Holy Cross Road Baltimore, 25. Md. IN FEE SIMPLE mentioned in the said Report of Sale.

T. C. W. HOBBS NOTARY PUBLIC BALTIMORE COUNTY, MD.

Hammond E Bosse (SEAL)
Purchaser

T C W Hobbs
Notary Public
My Commission expires June 3rd 1963

@
9600
Selling Price

FILED
1963 NOV 29 PM 5:10

REPORT OF SALE

BOOK 153 PAGE 395

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

vs.

DARWIN L. MURPHY and MARY J. MURPHY, HIS WIFE

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

(In Equity)

15,941

To The Honorable Judge of the Circuit Court for Anne Arundel County:

The Report of Sale of Harold M. Vick

Trustee appointed by the decree in the above entitled cause, to make sale of the fee simple property

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

MARYLAND GAZETTE

a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday the 22nd day of November 19 63 at 2:30 o'clock P. M. attend on the premises and then and there sold unto Hammond E. Bosse, the property known as 316 Holy Cross Road, Anne Arundel County, Maryland, the purchase price of said property being Nine Thousand, Six Hundred Dollars ($9,600.00), said purchaser being the highest bidder therefor.

Harold M. Vick

Harold M. Vick, Trustee

FILED NOV 29 PM 5:10 1963

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 26th day of November 19 63 before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County 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 Anne Arundel County, Md

Joyce F. Gulley

Joyce F. Gulley *Notary Public.*

13

ORDER NISI

BOOK 153 PAGE 396

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

versus

DARWIN L. MURPHY and MARY J. MURPHY, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,941 Equity

Ordered, this 29th day of November, 1963, That the sale of the property in these proceedings mentioned made and reported by Harold M. Vick, trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of January next.

The report states that the amount of sale was $9,600.00.

Louis N. Phipps, Clerk.

True Copy,

TEST: Clerk.

Harold M. Vick, Atty.

For the Maryland Gazette(Dec. 5th Edition)

(Final Order)

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

versus

DARWIN L. MURPHY and MARY J. MURPHY, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of January, 1964 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett

JUDGE.

FILED

1964 JAN -7 PM 3:45

14

BOOK 153 PAGE 397

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 15,941 EQUITY

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN
VERSUS
DARWIN L. MURPHY and MARY J. MURPHY, his wife

Ordered, this 29th day of November, 1963, That the sale of the property in these proceedings mentioned made and reported by Harold M. Vick, trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of January next.

The report states that the amount of sale was $9,600.00.

LOUIS N. PHIPPS
Clerk

True Copy, TEST:
LOUIS N. PHIPPS
Clerk

D-23

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 27, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,941

Darwin L. Murphy

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of January, 1964. The first insertion being made the 5th day of December, 1963

FILED
1963 DEC 27 PM 4:30

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 1922

By H. Tilghman

15

In the Case of

First Federal Savings & Loan Association of Brooklyn

VS.

Dawin L. Murphy & Mary J. Murphy, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,941 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
1964 APR 15 PM 4:25

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 1st day of May, 1964, 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
1964 MAY -1 PM 4:33

14

17

Dr. Mortgaged Real Estate of Darwin L. Murphy & Mary J. Murphy, his wife

In Acct. with Harold M. Vick, Trustee

				Cr.
By	Amount of Sale, as per Trustee's Report of Sale filed		9,600 00	
"	Interest, 6%, on deferred payment, $8,850.00 from 11/22/63 to 4/9/64		190 32	
"	Adjustment, 1963 taxes 11/22/63 to 12/31/63		17 89	
"	Adjustment, 1963 Sanitary Charges		3 64	
				9,811 85
To	Trustee, for fee, viz	75 00		
"	" , for commission, viz	318 00		
			393 00	
"	Trustee, for Court costs, viz			
	Plaintiff's Solicitor, appearance fee	10 00		
	Clerk, Court costs	31 50		
	Auditor, this account	25 00		
			66 50	
"	Trustee, for expenses, viz			
	The Capital-Gazette Press, Inc. Advertising & Nisi - Sale	78 00		
	Sunpapers, Advertising - Sale	10 15		
	New Amsterdam Casualty Co. - Bond	38 40		
	T. C. W. Hobbs, Auctioneer's fee	300 00		
	½ Federal & State Revenue stamps	16 50		
	Notary fee	2 00		
			445 05	
"	First Federal Savings & Loan Assoc. of Brooklyn, Mortgagee, in full, for Mortgage claim	7,385 69		
	Interest, 6%, on principal balance, $7,348.55, from 11/1/63 to 5/5/64	226 56		
			7,612 25	
"	Darwin L. Murphy & Mary J. Murphy, Mortgagors, excess		1,295 05	
				9,811.85

BOOK 153 PAGE 400

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
ROBERT R. KING AND	*	FOR
E. VIRGINIA KING, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. 16,107 EQUITY

* * * * * * *

MR. CLERK:

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

Samuel M. Ivrey, Atty.

SAMUEL M. IVREY,
ATTORNEY NAMED IN THE MORTGAGE

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1964 JAN 23 PM 12 13

Balance of ior mortgage to 10/31/60) $ 8,942.06
Additional Loan - 10/20/60 1,807.94
$10,750.00

State Stamps - Additional Loan $3.30

Equity No. 16,107

BOOK 1432 PAGE 401
BOOK 153 PAGE 308

Form No. 1—County Fee

This Mortgage, made this 20th day of October ,

in the year one thousand nine hundred and Sixty , between

ROBERT R. KING and E. VIRGINIA KING, his wife of

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

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

Whereas the said Annapolis Federal Savings and Loan Association, has this day loaned to

ROBERT R. KING and E. VIRGINIA KING, his wife E.V.K.

the sum of ---- Ten Thousand Seven Hundred Fifty and NO/100 ($10,750.00) ----- dollars,

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

By the payment of Seventy-seven and 03/100 ($77.03) - - - - - - - - - - - - - - -

dollars plus one-twelfth of the annual taxes, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid in whole or in part at any time, except that the association may charge ninety days' interest on that part of a prepayment in any one year which exceeds 20% of the original amount of the loan.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said ROBERT R. KING and E. VIRGINIA KING, his wife

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

lying and being in the Second election district of Anne Arundel County, State of Maryland, and described as follows: BEING KNOWN AND DESIGNATED as Lots 25 and 26 of Section W of Glen Isle, as shown on the Plat of the same, which is recorded among the Plat Records of Anne Arundel County in Liber FSR no. 5, folio 15A, now Plat Book 10, folio 45.

BEING THE SAME LOTS OF GROUND conveyed to the within named Mortgagors, Robert K. King and E. Virginia King, his wife, by deed from Eugene M. Childs, Trustee, dated June 15, 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC 1399, folio 168.

OCT 20 1960

FILED
1964 JAN 23 PM 12:13

J.J.C.

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

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

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

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever, **SUBJECT, however, to Restrictions FAM 118, folio 329.**

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

And the said mortgagor(s) ROBERT R. KING and E. VIRGINIA KING, his wife for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Annapolis Federal Savings and Loan Association, as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Nancy S. Carpenter; as to both

Robert R. King (SEAL)

(SEAL)

E. Virginia King (SEAL)

(SEAL)

4

5

BOOK 1432 PAGE 311 BOOK 153 PAGE 404

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 20th day of October in the year one thousand nine hundred and Sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Robert R. King and E. Virginia King, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared R. GARDINER CHANEY, President of Annapolis Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Nancy S. Carpenter

Nancy S. Carpenter - Notary Public.

10.00

My commission expires on

May 1, 1961

Rec'd for record Oct. 20, 1960 at 1:45 P.M.
Mailed to Samuel M. Ivrey

B-24

Mortgage

FROM

ROBERT R. KING and

E. VIRGINIA KING, his wife

TO

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
Lots 25 & 26, Section W, Glen Isle, Second Election District, Anne Arundel County,
Property Maryland

Sent to Ivrey Folio
Foreclosure 1/17/64 PEC

Received for record 19 at o'clock M.
Same day recorded in Liber No. folio
the Land Records of Anne Arundel County
and examined per
Clerk.
Cost of Record $10.00

RECEIVED FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1960 OCT 20 PM 1:45
RECORDED IN LIBER G.C.
NO. 1432 FOLIO 308
C. CROMWELL, CLERK

SS 3.30

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

Property:

Description approved

Execution approved

BOOK 153 PAGE 405

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

	*	IN THE
IN THE MATTER OF THE	*	CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
ROBERT R. KING AND	*	ANNE ARUNDEL COUNTY
E. VIRGINIA KING, HIS WIFE	*	NO. 16,107 EQUITY

* * * * * * *

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF SAID STATE, IN AND FOR SAID COUNTY, PERSONALLY APPEARED SAMUEL M. IVREY, SECRETARY OF THE ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION, AND MADE OATH IN DUE FORM OF LAW THAT HE KNOWS THE DEFENDANTS HEREIN, AND THAT TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF:

1. SAID DEFENDANTS ARE NOT IN THE MILITARY SERVICE OF THE UNITED STATES.

2. SAID DEFENDANTS ARE NOT IN THE MILITARY SERVICE OF ANY NATION ALLIED WITH THE UNITED STATES.

3. SAID DEFENDANTS HAVE NOT BEEN ORDERED TO REPORT FOR INDUCTION UNDER THE SELECTIVE TRAINING AND SERVICE ACT OF 1940 AS AMENDED.

4. SAID DEFENDANTS ARE NOT MEMBERS OF THE ENLISTED RESERVE CORPS WHO HAVE BEEN ORDERED TO REPORT FOR MILITARY SERVICE.

Samuel M. Ivrey

SAMUEL M. IVREY, AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME,
THIS 22nd DAY OF JANUARY, 1964.

Sue Pearson

SUE PEARSON, NOTARY PUBLIC

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

SUE PEARSON NOTARY PUBLIC Anne Arundel Co. Md.

FILED
1964 JAN 23 PM 12:13

6

BOOK 153 PAGE 406

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
ROBERT R. KING AND	*	FOR
E. VIRGINIA KING, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. 16,107 EQUITY

* * * * * * *

STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE CLAIM OF ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND (FORMERLY ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND), UNDER MORTGAGE TO THE SAID ASSOCIATION FROM ROBERT R. KING AND E. VIRGINIA KING, HIS WIFE, SAID MORTGAGE DATED OCTOBER 20, 1960, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER GTC 1432, FOLIO 308; SAID MORTGAGE BEING IN DEFAULT.

BALANCE DUE ON PRINCIPAL TO JANUARY 31, 1964	$10,787.67
INTEREST TO FEBRUARY 18, 1964	32.40
TOTAL	$10,820.07

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 22ND DAY OF JANUARY, 1964, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE OF MARYLAND, IN AND FOR THE COUNTY AFORESAID, PERSONALLY APPEARED R. GARDINER CHANEY, PRESIDENT OF THE ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, AND MADE OATH IN DUE FORM OF LAW THAT THE AFOREGOING IS A TRUE STATEMENT OF THE AMOUNT REMAINING DUE ON ITS MORTGAGE CLAIM DESCRIBED HEREIN, AND THAT IT HAS NOT RECEIVED ANY SECURITY OR ANY SATISFACTION THEREFOR OTHER THAN THE DEED OF MORTGAGE IN SAID STATEMENT MENTIONED.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Samuel M. Ivrey

SAMUEL M. IVREY, NOTARY PUBLIC

MY COMMISSION EXPIRES:

MAY 3, 1965

FILED

1964 JAN 23 PM 12:13

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

7

Attorney's Sale

— OF VALUABLE — IMPROVED REAL ESTATE

Riverview Drive Terrace
Lots 25 and 26
Section W of Glen Isle
Second Election District
Anne Arundel County
State of Maryland

Under and by virtue of the power of sale contained in the Mortgage from Robert R. King and E. Virginia King, his wife, said Mortgage dated October 20, 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC 1432, folio 308, the undersigned, as Attorney named in the Mortgage to foreclose in the event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland on

WED., FEB. 19, 1964 AT 11 O'CLOCK A.M.

BEING KNOWN AND DESIGNATED as Lots 25 and 26 of Section W of Glen Isle, as shown on the Plat of the same, which is recorded among the Plat Records of Anne Arundel County in Liber FSR No. 5, Folio 15A, now Plat Book 10, Folio 45.

BEING THE SAME LOTS OF GROUND conveyed to the within named Mortgagors, Robert R. King and E. Virginia King, his wife, by deed from Eugene M. Childs, Trustee, dated June 15, 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC 1399, folio 168. (The said Robert R. King is now deceased).

No. E

THE SAID PROPERTY being improved by a frame and imitation brick dwelling, containing 8 rooms and bath, floor furnace.

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

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

ROBERT H. CAMPBELL,
Auctioneer

F-18

OFFICE OF 16107

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 407

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 19, 1964

We hereby certify, that the annexed

Attorney's Sale

Robert R. King

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 19th day of February, 1964. The first insertion being made the 23rd day of January, 1964.

FILED
1964 FEB 20 AM 10:53

THE CAPITAL-GAZETTE PRESS, INC.

By

220568

BOOK 153 PAGE 408

GLOBE INDEMNITY COMPANY

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

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

BOOK 12 PAGE 331

Equity #16,107

Bond No. 437176

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eleven Thousand Five Hundred Dollars ($11,500.00) current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 19th day of February, 19 64.

WHEREAS by virtue of a power of sale contained in a Mortgage from Robert R. King and E. Virginia King, h/w bearing date on or about the 20th day of October, 19 60, the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

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

SIGNED, sealed and delivered in the presence of

Samuel M. Ivrey (SEAL)
PRINCIPAL

WITNESS:
Ethel M. Carle

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

Bond approved this 19th day of February, 19 64
Louis N. Phipps, Clerk

FILED

9

BOOK 153 PAGE 409

ROBERT H. CAMPBELL - - - - Auctioneer

ATTORNEY'S SALE

OF VALUABLE IMPROVED

REAL ESTATE

Riverview Drive Terrace
Lots 25 and 26
Section W of Glen Isle

Second Election District
Anne Arundel County
State of Maryland

Under and by virtue of the power of sale contained in the mortgage from Robert R. King and E. Virginia King, his wife, said mortgage dated October 20, 1960, and recorded among the land records of Anne Arundel County in Liber GTC 1432 folio 308, the undersigned, as Attorney Named in the Mortgage to foreclose in the event of default, default having occurred, will offer for sale at public auction at the **COURT HOUSE DOOR**, Annapolis, Maryland on

Wednesday, February 19, 1964

AT 11:00 O'CLOCK A.M.

BEING KNOWN AND DESIGNATED as Lots 25 and 26 of Section W of Glen Isle, as shown on the plat of the same, which is recorded among the Plat Records of Anne Arundel County in Liber FSR No. 5, Folio 15A, now Plat Book 10, Folio 45.

BEING THE SAME LOTS OF GROUND conveyed to the within named Mortgagors, Robert R. King and E. Virginia King, his wife, by deed from Eugene M. Childs, Trustee, dated June 15, 1960 and recorded among the land reiords of Anne Arundel County in Liber GTC 1399, Folio 168. (The said Robert R. King is now deceased.)

THE SAID PROPERTY being improved by a frame and imitation brick dwelling, containing 8 rooms and bath, floor furnace.

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

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

FILED

1964 FEB 21 PM 4:15

10

BOOK 153 PAGE 410

AGREEMENT
AND
AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 19TH DAY OF FEBRUARY, 1964, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED R. GARDINER CHANEY, PRESIDENT OF ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSN., WHO FIRST BEING DULY SWORN, MADE OATH IN DUE FORM OF LAW AS FOLLOWS:

1. THAT IT PURCHASED THE PROPERTY DESCRIBED ON THE REVERSE SIDE HEREOF, AT AND FOR THE SUM OF $5,000.00, A DEPOSIT OF $500.00 MADE AT THE TIME AND PLACE OF SALE, AND AGREE TO COMPLY WITH THE TERMS OF SALE AS SET FORTH IN THE ADVERTISEMENT OF SALE AND HANDBILL.

2. THAT HE IS AN OFFICER OF ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

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

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

WITNESS:

Samuel M. Ivrey

Robert H. Campbell

ROBERT H. CAMPBELL, AUCTIONEER

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

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

Samuel M. Ivrey

SAMUEL M. IVREY, NOTARY PUBLIC

FILED
1964 FEB 21 PM 4:15

//

BOOK 153 PAGE 411

IN THE MATTER OF THE	:	IN THE
MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
ROBERT R. KING AND	:	FOR
E. VIRGINIA KING, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	NO. 16,107 EQUITY

: : : : : : : : : : :

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

THAT THE SAID MORTGAGE, BEING IN DEFAULT, HAVING GIVEN BOND WITH SURETY WHICH WAS DULY APPROVED AND HAVING GIVEN 20 DAYS NOTICE OF TIME, PLACE, MANNER AND TERMS OF SALE BY ADVERTISEMENT IN THE EVENING CAPITAL, A NEWSPAPER PRINTED AND PUBLISHED IN ANNE ARUNDEL COUNTY, HE DID, PURSUANT TC SAID NOTICE OF SALE, ATTEND IN PERSON AT THE COURTHOUSE DOOR, IN THE CITY OF ANNAPOLIS, MARYLAND, ON WEDNESDAY, FEBRUARY 19, 1964, AT 11:00 O'CLOCK A.M., THE TIME AND PLACE MENTIONED IN SAID ADVERTISEMENT, AND THEN AND THERE IN THE PRESENCE OF A NUMBER OF PERSONS, DID PROCEED TO SELL AT PUBLIC SALE THE PROPERTY MENTIONED IN THE SAID MORTGAGE, TO WIT:

ALL THOSE LOTS OF GROUND SITUATE IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, BEING KNOWN AND DESIGNATED AS LOTS 25 AND 26 OF SECTION W OF GLEN ISLE, AS SHOWN ON THE PLAT OF THE SAME, WHICH IS RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN LIBER FSR No. 5, FOLIO 15A, NOW PLAT BOOK 10, FOLIO 45.

BEING THE SAME LOTS OF GROUND CONVEYED TO THE WITHIN NAMED MORTGAGORS, ROBERT R. KING AND E. VIRGINIA KING, HIS WIFE, BY DEED FROM EUGENE M. CHILDS, TRUSTEE, DATED JUNE 15, 1960, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER GTC 1399, FOLIO 168. (THE SAID ROBERT R. KING IS NOW DECEASED.)

SAID PROPERTY BEING SOLD TO ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, A BODY CORPORATE, DULY INCORPORATED UNDER THE LAWS OF THE UNITED STATES OF AMERICA, AT AND FOR THE SUM OF $5,000.00, IT BEING AT THAT PRICE THEN AND THERE, THE HIGHEST BIDDER THEREFOR.

FILED FEB 21 1964 4:15

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

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

AND AS IN DUTY BOUND, ETC.

Samuel M. Ivrey, Atty.

SAMUEL M. IVREY, ATTORNEY
NAMED IN THE MORTGAGE.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 19TH DAY OF FEBRUARY, 1964, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE OF MARYLAND, IN AND FOR THE COUNTY AFORESAID, PERSONALLY APPEARED SAMUEL M. IVREY, ATTORNEY NAMED IN THE MORTGAGE, AND MADE OATH IN DUE FORM OF LAW THAT THE MATTERS AND FACTS STATED IN THE AFOREGOING REPORT OF SALE ARE TRUE, AS THEREIN SET FORTH, AND THAT THE SALE WAS FAIRLY MADE.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Sue Pearson

SUE PEARSON, NOTARY PUBLIC

MY COMMISSION EXPIRES:

MAY 3, 1965.

SUE PEARSON NOTARY PUBLIC Anne Arundel Co. Md.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

13

ORDER NISI

BOOK 153 PAGE 413

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF ROBERT R. KING
AND E. VIRGINIA KING, HIS WIFE

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,107 Equity

Ordered, this 21st day of February, 1964, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of March next.

The report states that the amount of sale was $ $5,000.00.

Louis N. Phipps, Clerk.

True Copy,

Samuel M. Ivrey, Atty.
(Final Order)

TEST: Clerk.
For the Evening Capital (Feb. 27th Edition)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF ROBERT R. KING AND
E. VIRGINIA KING, his wife.

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 31st day of March, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

JUDGE.

FILED
1964 APR -1 PM 12:41

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,107 Equity

In the matter of the mortgaged real estate of
ROBERT R. KING and
E. VIRGINIA KING, his wife

Ordered, this 21st day of February, 1964, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of March next.

The report states that the amount of sale was $5,000.00.

LOUIS N. PHIPPS
Clerk

True Copy. Test:
LOUISE N. PHIPPS
Clerk

M-19

FILED
1964 MAR 20 PM 1:50

No. E. C. 2068

15

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 414

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 20, 1964

We hereby certify, that the annexed

Order Nisi Eq. 16,107
Robert R. King

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of March, 1964. The first insertion being made the 27th day of February, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
ROBERT R. KING and E. VIRGINIA KING, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,107 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.

April 14, 1964

John H. Hopkins, IV, Auditor.

FILED
1964 APR 14 PM 12:05

FINAL ORDER

ORDERED BY THE COURT, this 30th day of April, 1964, 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
1964 APR 30 PM 4:26

14

17

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ROBERT R. KING and
E. VIRGINIA KING, his wife

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

						Cr.	
1964, February 19,							
Proceeds of Sale	5,000	00	5,000	00			
					5,000	00	
To Attorney for fee, viz:	35	00					
To Attorney for commissions, viz:	180	00	215	00			
To Attorney for Court Costs, viz:							
Plaintiffs solicitors appearance fee	10	00					
Clerk of Court - Court costs	28	00					
Auditor - stating this account	22	50	60	50			
To Attorney for expenses, viz:							
Capital Gazette Press - advertising sale	73	52					
Capital Gazette Press - Order nisi, sale	15	00					
Speer Publications - handbills	17	00					
Robert H. Campbell - auctioneer's fee	45	00					
Globe Indemnity Company - bond premium	46	00					
One-half cost documentary stamps	8	25					
1964 State and County taxes adjusted 1/1/64 to 2/19/64 - (175.75)	25	47					
Sue Pearson - notary fees	1	00	231	24			
To Annapolis Federal Savings & Loan Assn. this balance on account of claim filed	4,493	26	4,493	26			
					5,000	00	

Amount of Mortgage claim filed	10,820	07
Interest on principal balance of $10,787.67		
from 2/18/64 to 4/29/64 - 70 days @ 6%	124	27
	10,944	34
Cr. - amount allowed above	4,493	26
Balance subject to Decree in Personam	6,451	08

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ANTHONY L. DOWGIALLO AND CAROL M. DOWGIALLO, HIS WIFE	:	(In Equity) 16,115

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A'" -

1. Original Mortgage from Anthony L. Dowgiallo and Carol M. Dowgiallo, his wife to Baltimore Federal Savings and Loan Association, dated November 30th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1443 folio 173.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Maryland - 21202

Le 9-6841

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1964 JAN 29 AM 9:32

BOOK 153 PAGE 419

FHA Form No. 2127-H
(Revised July 1954)

BOOK 1443 PAGE 173

Equity No. 16,115

MORTGAGE

THIS MORTGAGE, Made this 30th day of November, A. D. 19 60, by and between ANTHONY L. DOWGIALLO and CAROL M. DOWGIALLO, his wife

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

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for borrowed money in the principal sum of TEN THOUSAND SIX HUNDRED and 00/100 Dollars ($10,600.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and 3/4 per centum (5 3/4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Sixty-one and 90/100 Dollars ($ 61.90), commencing on the first day of January, 19 61, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December, 19 90. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

16—55500-6

BEING known and designated as Lot No.20 Block 50 Section 6 as shown on the plat of Harundale Section 6 recorded among the plat records of Anne Arundel County in Plat Book 20 folio 29. The improvements thereon being known as 1801 Saunders Way.

BEING the same lot of ground which by Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Inland Realty, Inc. unto the herein Mortgagors.

Range Refrigerator Auto. clothes washer

The express enumeration of the foregoing items shall not be deemed to limit or restrict the applicability of other language describing in general terms other property intended to be covered hereby.

FILED

1960 NOV 30 9:32

*Delete italicized words if Mortgagee is not a Building and Loan Association.

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, **for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One hundred twenty ($120.00) Dollars payable half-yearly on the 1st days of May and November in each and every year**

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

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

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

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

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

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate set forth hereinbefore and shall be secured by this mortgage.

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 5 months from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 5 months time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

5

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

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), their heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

Witness:

Maurice F. Mackey Jr.

Anthony L. Dowgiallo [SEAL]
Anthony L. Dowgiallo

[SEAL]

Carol M. Dowgiallo [SEAL]
Carol M. Dowgiallo

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit:

I HEREBY CERTIFY, That on this the 30th day of November, 1960, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Anthony L. Dowgiallo and Carol M. Dowgiallo, his wife known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

1.00

Maurice F. Mackey Jr. Notary Public.

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

My commission expires: May 1, 1961

Application No. 54596
Written by ep
Approved by Examiner

Rec'd for record Dec 2 1960 at 11:59 A.M.
Mailed to The Colonial Title Guarantee Co.

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

ANTHONY L. DOWGIALLO AND
CAROL M. DOWGIALLO, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

ANTHONY L. DOWGIALLO AND

CAROL M. DOWGIALLO, HIS WIFE

IN THE BOOK 153 PAGE 423

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY 16,115

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Anthony L. Dowgiallo and Carol M. Dowgiallo, his wife** to **Baltimore Federal Savings and Loan Association**

dated the **30th** day of **November** 1960, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C.** No. **1443** Folio **173** .

Amount of Mortgage		$10,600.00
Less - amount paid on principal		394.87
		10,205.13
Plus - interest to 1/10/64		211.90
		10,417.03
Less - balance in expense account		77.17
		10,339.86

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **28th** day of **January** in the year nineteen hundred and **sixty-four** before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared **Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association** holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

FILED

1964 JAN 29 AM 9:32

Clara M. Link

Clara M. Link Notary Public

WALTER S. CALWELL, Attorney Named in Mortgage	:	
	:	IN THE CIRCUIT COURT
VS.	:	FOR
ANTHONY L. DOWGIALLO AND CAROL M. DOWGIALLO, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity) 16,115

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 28th day of January 19 64 before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Eugene K. Reilly Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

(1) Said Defendant(s) are not in the Military Service of the United States of America;

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

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

(4) Said Defendant(s) are not ~~xx~~ member(s) of the Enlisted Reserve Corps who have been ordered to report for Military Service.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Eugene K. Reilly
~~Affiant~~
Eugene K. Reilly, Vice President

FILED
1964 JAN 29 AM 9:32

7

16115.

BOOK 153 PAGE 425

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 Anthony L. Dowgiallo and Carol M. Dowgiallo, his wife to Baltimore Federal Savings and Loan Association, dated November 30th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1443 folio 173 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

MONDAY, MARCH 2nd, 1964 AT 3:40 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, in the Development of Harundale, Glen Burnie area, and described as follows.

BEING known and designated as Lot No. 20 Block 50 Section 6 as shown on the plat of Harundale Section 6 recorded among the plat records of Anne Arundel County in Plat Book 20 folio 29. The improvements thereon being known as 1801 Saunders Way.

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

No 8

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

The improvements consist of a one story aluminum dwelling containing 5 rooms, 1 bath, hot water oil fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage

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

F-27

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 21, 1964

We hereby certify, that the annexed

Attorney's Sale

Anthony L. Dowgiallo

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of March, 1964. The first insertion being made the 13th day of February, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By

FILED
1964
MAR -2 AM 9:39

Equity No 16,115

Mortgagee and Attorney's Bond.

1-369

BOOK 153 PAGE 426

LIBER 12 PAGE 344

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N.Y.

BOND NO: 0466-0274-0369-64

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore 2, Maryland as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New-York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TEN THOUSAND FOUR HUNDRED AND NO/100 --- ($10,400.00) --- Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 27th day of February in the year nineteen hundred and sixty-four

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Anthony L. Dowgiallo and Carol M. Dowgiallo, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 30th day of November nineteen hundred and sixty and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1443, Folio 173, XXX

1801 Saunders Way - Anne Arundel County, Maryland

is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Clara M. Smith

XXXX
Witness as to Surety:

J. McDuffie
J. McDuffie

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 2 day of March, 1964

Louis N. Phipps, Clerk

1964 MAR -2 AM 9:53

9

WALTER S. CALWELL, Attorney Named in Mortgage : IN THE CIRCUIRT COURT

VS. : FOR

ANTHONY L. DOWGIALLO AND CAROL M. DOWGIALLO, HIS WIFE : ANNE ARUNDEL COUNTY

In Equity - No. 16,115

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 2nd day of March , 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid , personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association

purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property

mentioned in the said Report of Sale.

BALTIMORE FEDERAL S. & L. ASS'N.

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

CLARA M. LINK NOTARY PUBLIC BALTIMORE MD.

Clara M. Link
Clara M. Link Notary Public

10

WALTER S. CALWELL Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
	:	(In Equity)- 16,115
ANTHONY L. DOWGIALLO AND CAROL M. DOWGIALLO, HIS WIFE	:	
	:	

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 30th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1443 folio 173 from said Anthony L. Dowgiallo and Carol M. Dowgiallo, 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 2nd day of March, 1964 at 3.40 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Baltimore County being known and designated as Lot No. 20 Block 50, Section 6, as shown on the Plat of Harundale Section 6, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 20 folio 29, the improvements whereon are known as No. 1801 Saunders Way; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1964 MAR -4 AM 10:38

//

'ALLAHAN 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 Anthony L. Dowgiallo and Carol M. Dowgiallo, his wife to Baltimore Federal Savings and Loan Association, dated November 30th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1443 folio 173 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

MONDAY, MARCH 2nd, 1964 AT 3:40 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, in the Development of Harundale, Glen Burnie area, and described as follows.

BEING known and designated as Lot No. 20 Block 50 Section 6 as shown on the plat of Harundale Section 6 recorded among the plat records of Anne Arundel County in Plat Book 20 folio 29. The improvements thereon being known as 1801 Saunders Way.

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

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

The improvements consist of a one story aluminum dwelling containing 5 rooms, 1 bath, hot water oil fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage

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

F-27

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Ten Thousand six Hundred ($10,600.00) Dollars, subject to the payment of an annual ground rent of $120.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 3rd day of March, 1964 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link, Notary Public

12

ORDER NISI

WALTER S. CALWELL

Attorney Named in Mortgage

versus

ANTHONY L. DOWGIALLO AND
CAROL M. DOWGIALLO, HIS WIFE

BOOK 153 PAGE 431

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,115 Equity

Ordered, this 4th day of March, 1964, 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 13th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of April next.

The report states that the amount of sale was $10,600.00.

Louis N. Phipps, Clerk.

True Copy,
Walter S. Calwell, Atty.

TEST: For the Maryland Gazette(Mar.12th Edition) Clerk.

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

ANTHONY L. DOWGIALLO AND
CAROL M. DOWGIALLO, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of April, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O'Brien Dunkelt, JUDGE.

FILED

1964 APR 14 PM 1:03

13

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 16,115 EQUITY

WALTER S. CALWELL
Attorney Named in Mortgage
versus
ANTHONY L. DOWGIALLO
and CAROL M. DOWGIALLO,
HIS WIFE

Ordered, this 4th day of March, 1964, 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 13th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of April next.

The report states that the amount of sale was $10,600.00.

LOUIS N. PHIPPS
Clerk

True Copy, TEST:
LOUIS N. PHIPPS
Clerk

A-3

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 432

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 6, 1964

We hereby certify, that the annexed

Order Nisi Sale

No. 16,115

Anthony L. Dowgiallo

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of April, 1964. The first insertion being made the 12th day of March, 1964.

FILED
1964 APR -7 PM 4:27

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 6314

14

BOOK 153 PAGE 433

In the Case of

Walter S. Calwell, Attorney named in Mortgage

VS.

Anthony L. Dowgiallo & Carol M. Dowgiallo, his wife

In the

Circuit Court

For

Anne Arundel County

No. 16,115 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.

4/21/64

Auditor.

FILED
1964 APR 21 P.M. 10:59

FINAL ORDER

ORDERED BY THE COURT, this 7th day of May, 1964, 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
1964 MAY -7 AM 11:33

15

16

Dr. Mortgaged Real Estate of Anthony L. Dowgiallo & Carol M. Dowgiallo, his wife

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

				Cr.	
By	Amount of Sale, as per Attorney's Report				
	of Sale filed			10,600 00	
"	Interest, 6%, on deferred payment,				
	$10,100.00, from 3/2/64 to 4/15/64			75 96	
					10,675 96
To	Attorney, for fee, viz	100 00			
	" , for commission, viz	348 00			
				448 00	
"	Attorney, for Court costs, viz				
	Plaintiff's Solicitor, appearance fee	10 00			
	Clerk, Court costs	28 00			
	Auditor, this account	22 50			
				60 50	
"	Attorney, for expenses, viz				
	The Capital-Gazette Press, Inc.				
	Advertising & Nisi - Sale	79 32			
	New Amsterdam Casualty Co. - bond	41 60			
	E. T. Newell & Co., Inc. - Auctinneer's				
	fee	35 00			
	Notary fees	1 25			
	Adjustment, Ground rent	40 33			
	" , 1964 taxes	31 78			
				229 28	
"	Baltimore Federal Savings & Loan Assoc.,				
	Mortgagee, on account of Mortgage claim	9,938 18			
				9,938 18	
					10,675 96
	Balance due on Mortgage, as per claim				
	filed	10,339 86			
	Interest, 5 3/4%, on principal balance				
	from 1/11/64 to 5/6/64	189 87			
		10,529 73			
	Credit amount allowed above	9,938 18			
	This amount subject to decree in personam	591.55			

E-116—1M—3-62.

PETITION FOR SALE OF PROPERTY

BOOK 153 PAGE 435

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

Vs.

JOHN CARLISLE HUNT and
TERESA GRANT HUNT, his wife
105 Roselawn Road
Annapolis, Maryland

Docket _____ Folio _____

Case No. 16,127 Equity

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 2nd day of July A.D. 1956 the defendants Executed and delivered to Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland, a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $10,300.00 and interest as therein mentioned, which mortgage was short assigned on the same day unto Metropolitan Life Insurance Company, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after and default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

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

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

And as in duty, &c.

John J. Neubauer, Sr.

John J. Neubauer, Sr., Attorney for Plaintiff
Keyser Building-Baltimore, Md. 21202
Le 9-3212

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1964 FEB -3 AM 10:27

BOOK 153 PAGE 436

FHA Form No. 2127-H
(Revised July 1954)

Application No.
130,306

MORTGAGE

LIBER 1042 PAGE 478

THIS MORTGAGE, Made this 2nd day of July, A. D. 19 56, by and between JOHN CARLISLE HUNT and TERESA GRANT HUNT, his wife

Equity No. 16,157

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

- - - - - - - - - - - - - WEAVER BROS. INC. OF MARYLAND - - - - - - - - - - - - - -

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

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee~~,* is justly indebted to the Mortgagee for borrowed money in the principal sum of TEN THOUSAND THREE HUNDRED AND 00/100ths - - - - - Dollars ($10,300.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of - four and one-half -per centum ($4\frac{1}{2}$ %) per annum on the unpaid principal until paid, principal and interest being payable at the office of the Mortgagee -, in - - - - - - Baltimore - - - - - - - - Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of FIFTY-SEVEN AND 27/100ths - - - - - - - - - - - - - - - - - Dollars ($ 57.27), commencing on the first day of August, 19 56, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 19 81. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in - - - Anne Arundel County - -, in the State of Maryland aforesaid, and described as follows, that is to say:

16—55500-6

BEING known and designated as Lot No. 103, as shown on the Plat entitled "Plat 1, Primrose Acres, Annapolis, Maryland", said Plat being recorded among the Plat Records of Anne Arundel County on August 19, 1955.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and conveyed by Chas. H. Steffey, Incorporated unto the within named Mortgagors.

METROPOLITAN LIFE INSURANCE COMPANY, Assignee
Plaintiff
vs.
JOHN CARLISLE HUNT and
TERESA GRANT HUNT, his wife
105 Roselawn Road
Annapolis, Maryland
Defendants

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY

PETITIONER'S EXHIBIT #1

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*Delete italicized words if Mortgagee is not a Building and Loan Association.

2

3

BOOK 153 PAGE 437

LIBER 1042 PAGE 479

FOR VALUE RECEIVED, WEAVER BROS. INC. OF MARYLAND hereby assigns the within and aforegoing Mortgage and the mortgage debt secured thereby unto METROPOLITAN LIFE INSURANCE COMPANY, its successors and assigns.

AS WITNESS: the signature of said body corporate, Assignor, by the hand of Roy E. Paddock Assistant its Vice President, and its corporate seal hereto affixed this 2nd day of July 1956.

WITNESS:

Richard W. Hall
Assistant Secretary
Richard W. Hall

WEAVER BROS. INC. OF MARYLAND

BY: Roy E. Paddock
Assistant Vice President
Roy E. Paddock

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

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

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

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

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

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

"In addition to the payments called for herein, the parties of the first part hereby covenant and agree to pay to the holder of said note, on demand, any mortgage insurance premiums which said holder may be required to pay to the Federal Housing Commissioner."

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder.* The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

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

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate set forth hereinbefore and shall be secured by this mortgage.

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within **60 days** from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the **60 days*** time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or John J. Neubauer, 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 - - - - - F I F T Y - - - - - - - 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), t h e i r 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:

George C. Wiedersum
GEORGE C. WIEDERSUM

John Carlisle Hunt [SEAL]
John Carlisle Hunt

[SEAL]

Teresa Grant Hunt [SEAL]
Teresa Grant Hunt

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit: LIBER 1042 PAGE 482

I HEREBY CERTIFY, That on this the 2nd day of July, 1956, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared JOHN CARLISLE HUNT and TERESA GRANT HUNT, his wife, - - - - - - known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that t h e y executed the same for the purpose therein contained.

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

George C. Wiedersum
GEORGE C. WIEDERSUM Notary Public.

My commission expires: May 6/1957

Rec'd for record July 6 1956, at 12:24 P.M.
Mailed to The Md Title Guarantee Co

THE MARYLAND TITLE GUARANTEE CO.
215 E. FAYETTE STREET
BALTIMORE 2, MARYLAND

L.O. 5-56 MLA 10-21-'0
TCC:es

This form may be used as the security instrument in connection with mortgages to be insured under Section 8, Section 203, Section 603, Section 603 pursuant to Section 610, Section 903, and in connection with "individual mortgages" to be insured under Section 213 and Section 611 of the National Housing Act.

STATE OF MARYLAND

Loan No.

MORTGAGE

JOHN CARLISLE HUNT AND TERESA GRANT HUNT, HIS WIFE, TO: WEAVER BROS. INC. OF MARYLAND S/A TO THE METROPOLITAN LIFE INSURANCE COMPANY

Received for Record , 19 at o'clock M.
Same day recorded in Liber No. etc., one of the Land Records of BALTIMORE COUNTY and examined per JUL 6 1956
Cost of Records, $ 14.00

RECORDED IN LIBER GTC No. 1042 FOLIO 479 ASSIGNMENTS
FILED FOR RECORD JUL 6 1956 AT 12:24 P.M.
CLERK

Released from the lien of the Mortgage under section ——— of the National Housing Act and Regulations of the Federal Housing Commissioner thereunder

Dated JUL -6 1956

RECORDED IN LIBER GTC No. 1042 FOLIO 478
FEDERAL HOUSING COMMISSIONER
BALTIMORE COUNTY
Authorized Agent

Released from the lien of the Mortgage under the Act and to the Regulations thereunder covering mortgages of the sub-standard type on this note.

NO. 1042 FOLIO 478
GEO. ALVEY CROMWELL, CLERK

A 102170

BOOK 153 PAGE 440

METROPOLITAN LIFE INSURANCE COMPANY, :
Assignee
1 Madison Avenue
New York 10, New York

Plaintiff :

vs.

JOHN CARLISLE HUNT and
TERESA GRANT HUNT, his wife
103 Roselawn Road
Annapolis, Maryland

Defendants :

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY 16,127

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Metropolitan Life Insurance Company, a body corporate of the State of New York, under the mortgage from John Carlisle Hunt and Teresa Grant Hunt, his wife, to Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland, dated July 2, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1042, folio 478, which mortgage was short assigned on the same day unto Metropolitan Life Insurance Company.

Principal amount of mortgage.....	$10,300.00
Less payments made on account.....	1888.09
Balance due on principal.....	$ 8411.91
LESS:	
Credit in expense account	39.57
Net balance due on account of principal.....	$ 8372.34
Interest to February 15, 1964.....	172.68
Balance due on principal and interest.....	$ 8545.02

Daily interest is $1.05

METROPOLITAN LIFE INSURANCE COMPANY

BY: _____
J. E. McGurk THIRD Vice-President

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:

I HEREBY CERTIFY, that on this 27th day of January, in the year one thousand, nine hundred and sixty-four, before me, the subscriber, a Notary Public of the State of New York, in and for the County of New York aforesaid, personally appeared J. E. McGurk THIRD Vice-President of METROPOLITAN LIFE INSURANCE COMPANY, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and notarial seal.

DANIEL J. LANE
NOTARY PUBLIC, State of New York
No. 40-7417500
Qualified in Putnam County
Certificate filed in New York County
Commission Expires March 30, 1964

_____
Notary Public

1964 FEB -3 AM 10 27

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue - New York 10, N.Y.
Plaintiff

VS.

JOHN CARLISLE HUNT and
TERESA GRANT HUNT, his wife
105 Roselawn Road
Annapolis, Maryland
Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY
~~[illegible]~~

IN EQUITY 16,127

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

NON-MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY, that on the 31st day of January, 1964, before me. the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~[illegible]~~ (City) personally appeared JOHN J. NEUBAUER, SR. and made oath, in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

(1) Said Defendant is not in the Military Service of the United States of America;

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

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

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

Catherine A. Bagner
CATHERINE A. BAGNER Notary Public

John J. Neubauer, Sr.
John J. Neubauer, Sr. - Affiant

FILED
1964 FEB -3 AM 10:27

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E-117—1M—10-62.

BOOK 153 PAGE 442

Anne Arundel County
Decree in Circuit Court for ~~Baltimore County~~

DOCKET _____ FOLIO _____

CASE NO. 16,127 Equity

FILED _____

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

Vs.

JOHN CARLISLE HUNT and
TERESA GRANT HUNT, his wife
105 Roselawn Road
~~Annapolis, Maryland~~
Defendants

IN THE

CIRCUIT COURT

FOR

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

TERM, 19____

DECREE FOR SALE OF MORTGAGED PREMISES

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

It Is Thereupon, this 3rd day of February in the year nineteen hundred and sixty-four by the Circuit Court of ~~Baltimore~~ Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that John J. Neubauer, Sr. and John J. Neubauer, Jr. be and they are hereby appointed Trustees to make said sale, and that the course and manner of ~~his~~ their proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Nine Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by and further Decree or Order in the premises: they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such ~~weekly~~ daily or weekly newspaper or newspapers published in ~~Baltimore County~~ Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which shall be ~~one third cash, the balance in two and two months, or all cash at the purchaser's option, the credit payments to bear interest from~~ all cash, and the unpaid balance of the sale price to bear interest from the day of sale and be paid upon ratification of sale; ~~bear interest from the day of sale and to be secured by the note or notes of the purchaser or purchasers endorsed to the satisfaction of the said Trustees~~; and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith ~~he~~ they shall appear to have discharged their trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

JUDGE

FILED
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8

Judicial 10—MARYLAND—TRUSTEE TO SELL

BOOK 153 PAGE 443

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND BOOK 12 PAGE 318

Metropolitan Life Insurance Company, Assignee

versus

John Carlisle Hunt and Teresa Grant Hunt, H/W

BOND OF TRUSTEE TO SELL
Real Estate

No. 16,127 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer, Sr. and John J. Neubauer, Jr., Keyser Building, Baltimore 2, Maryland as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand and 00/100 - Dollars ($ 9,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 5th day of February in the year of our Lord one thousand, nine hundred and sixty four

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

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

Metropolitan Life Insurance Company, Assignee

versus

John Carlisle Hunt and Teresa Grant Hunt, H/W

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden John J. Neubauer, Sr. and John J. Neubauer, Jr.

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

Marie C. Sigwart
Marie C. Sigwart

John J. Neubauer, Sr. (SEAL)

John J. Neubauer, Jr. (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Sandra Wolfschneider
Witness-as-to-Surety

By Robert J. Noezh, Attorney in fact

Bond approved this 7th day of February, 1964

Louis N. Phipps, Clerk

FILED

1964 FEB -7 AM 10. 02

9

JOHN J. NEUBAUER,
Solicitor
Keyser Building
Baltimore, Maryland 21202

Trustee's Sale

OF VALUABLE FEE SIMPLE DWELLING PROPERTY

Known as No. 103 Roselawn Road, in the City of Annapolis, Maryland

Under and by virtue of a decree passed in the Circuit Court for Anne Arundel County, in Equity, in a case entitled "Metropolitan Life Insurance Company, Assignee, vs. John Carlisle Hunt and Teresa Grant Hunt, his wife, the undersigned Trustees will sell at Public Auction on the premises the fee simple property hereinafter described on

FRIDAY, FEBRUARY 28, 1964 AT 3:00 O'CLOCK P.M.

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

BEING known and designated as Lot No. 103, as shown on the Plat entitled "Plat 1, Primrose Acres, Annapolis, Maryland," said Plat being recorded among the Plat Records of Anne Arundel County on August 19, 1955.

The improvements consist of a one-story frame dwelling, containing five and one-half rooms and one bath with forced warm air heat, gas fired.

The property is subject to the following:

(a) Declaration by Charles H. Steffey, Inc., dated August 26, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 959, folio 325, as to covenants, conditions and restrictions on the lots of ground as shown on Plat 1, Primrose Acres.

No. 10

OFFICE OF 16,127

Evening Capital

BOOK 153 PAGE 444

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 28, 1964

We hereby certify, that the annexed

Trustee's Sale

John Carlisle Hunt

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 28th day of February, 1964. The first insertion being made the 6th day of February, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 MAR -2 AM 9:39

By H. Tilghman

(b) Agreement between Francis P. Asher, Jr. and wife and Consolidated Gas Electric Light and Power Company of Baltimore, dated April 22, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 833, folio 165, granting to the latter the right to construct, operate and maintain a pole line including the necessary appurtenances, etc.

(c) Agreement by and between Chas. H. Steffey, Incorporated, and Consolidated Gas, Electric Light and Power Company of Baltimore, dated April 15, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 932, folio 281, as to poles, wires, etc.

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

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

Cost of all documentary stamps and County transfer tax if any, shall be borne by the purchaser.

John J. Neubauer, Sr. and
John J. Neubauer, Jr.
Trustees
Keyser Building
Baltimore, Md. 21202
LE. 9-3212

E. T. NEWELL & CO., INC.
120 W. North Ave.
Baltimore, Md. 21201
Auctioneers

F-27

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 28th day of February, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Lee E. Converse and Lu A. Converse/his wife, purchasers at the foreclosure sale in this cause, and made oath in due form of law (that they are the purchasers and purchased the same as principal and not as agent for anyone) ~~(that he is the agent for the purchaser~~ _____,) and that they have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Lee E. Converse (SEAL)
Purchaser

1964 MAR -3 AM 9:47

William M. White
Notary Public

11

BOOK 153 PAGE 447

E. T. Newell & Company, Inc.
120-26 W. North Avenue
Baltimore, Maryland
21201

AUCTIONEER'S AFFIDAVIT

Under Rule V-74 of the Supreme Bench of Baltimore City

In Re: 103 Roselawn Road, Primrose Acres, 6th Elec. Dist.
Location of property

City of Annapolis, Anne Arundel County, Md.

I HEREBY CERTIFY, that on this 28th day of February 19 64, personally appeared Wm. Murray White,

for and on behalf of John M. Miller, Jr., and made oath
Name of Auctioneer

in due form of law that the Auctioneer's fee for services in making sale of the above property at public auction, in the amount as shown on the attached bill, has not been paid and that said Auctioneer has not and will not directly or indirectly make payment of any sum or consideration for the employment to make sale of the above property to any person or persons from whom such employment was secured.

Wm. Murray White
Auctioneer

Notary Public

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1964 MAR -3 AM 9:47

12

E-123—1 M—2-62.

REPORT OF SALE BOOK 153 PAGE 448 —IN THE— **CIRCUIT COURT** —FOR— ANNE ARUNDEL COUNTY

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue, New York 10, New York
Plaintiff

VS.

JOHN CARLISLE HUNT and
TERESA GRANT HUNT, his wife
103 Roselawn Road, Annapolis, Md.
Defendants

Equity No. 16,127

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

The Report of Sale of John J. Neubauer, Sr. and John J. Neubauer, Jr., Trustees appointed by the decree in the above entitled cause to make sale of fee simple property known and designated as Lot No. 103 on Plat entitled "Plat 1, Primrose Acres, Annapolis, Maryland" upon which the improvements are known as 103 Roselawn Road, Annapolis, Maryland,
in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the "Evening Capital" a daily newspaper, published in Annapolis, Maryland, for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Friday the 28th day of February, 1964, at 3:00 o'clock, P. M., attend on the premises and then and there sold the fee simple property to Lee E. Converse and Lu A. Converse, his wife, whose post office address is: 1114 Tyler Avenue, Annapolis, Maryland,
at and for the price of Eighty-nine Hundred & Fifty and 00/100 ($8950.00) Dollars;
they being the highest bidders therefor.

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1964 MAR -3 AM 9:47

John J. Neubauer, Sr. Trustee

John J. Neubauer, Jr. Trustee.

State of Maryland, CITY of Baltimore, Sct.

I Hereby Certify, that on this 28th day of February, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John J. Neubauer, Sr. and John J. Neubauer, Jr., Trustees and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and notarial seal.

Catherine T. Boegner - Notary Public

13

ORDER NISI

BOOK 153 PAGE 449

METROPOLITAN LIFE INSURANCE COMPANY, Assignee

versus

JOHN CARLISLE HUNT and TERESA GRANT HUNT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,127 Equity

Ordered, this 3rd day of March, 1964, That the sale of the property in these proceedings mentioned made and reported by John J. Neubauer, Sr. and John J. Neubauer, Jr., Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states that the amount of sale was $ 8,950.00.

Louis N. Phipps Clerk.

True Copy,
John J. Neubauer, Sr. Atty

TEST: Clerk.
For the Evening Capital (Mar. 5th Edition)

(Final Order)

METROPOLITAN LIFE INSURANCE COMPANY, Assignee

versus

JOHN CARLISLE HUNT and TERESA GRANT HUNT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of April, 1964 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bowie Duckett
JUDGE.

FILED
1964 APR -8 AM 9:59

14

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 15,127 EQUITY

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee

Versus

JOHN CARLISLE HUNT and TERESA GRANT HUNT, his wife

Ordered, this 3rd day of March, 1964, That the sale of the property in these proceedings mentioned made and reported by John J. Neubauer, Sr. and John J. Neubauer, Jr. Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of April next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks, before the 6th day of April next.

The report states that the amount of sale was $8,950.00.

LOUIS N. PHIPPS
Clerk

True Copy, TEST:
LOUIS N. PHIPPS
Clerk

M-21

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 450

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 28, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,127

John Carlisle Hunt

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 6th day of April, 1964 The first insertion being made the 5th day of March, 1964

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1964 MAR 30 PM 4:22

No. E. C. 6305

15

BOOK 153 PAGE 451

In the Case of

METROPOLITAN LIFE INSURANCE COMPANY, ASSIGNEE

VS.

JOHN CARLISLE HUNT, et ux

In the

Circuit Court

For

Anne Arundel County

No. 16,127 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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1964 APR 22 PM 2:

All of which is respectfully submitted.

April 22, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 8th day of May, 1964, 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
1964 MAY -8 AM 9:10

16

17

Dr. METROPOLITAN LIFE INSURANCE COMPANY, ASSIGNEE vs. JOHN CARLISLE HUNT et ux

In Acct. with JOHN J. NEUBAUER, SR. and JOHN J. NEUBAUER, JR., Trustees

					Cr.	
1964, February 28,						
Proceeds of Sale	8,950	00				
Interest on deferred payment of $8,450.00 from						
2/28/64 to 4/10/64	56	33	9,006	33		
Refund 1963 City of Annapolis taxes, adjusted						
2/28/64 to 6/30/64 (100.98)	33	66	33	66		
					9,039	99
To Trustees for attorney's fee, viz:	50	00				
To Trustees for commissions, viz:	300	19	350	19		
To Trustees for Court costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - court costs	28	00				
Auditor - stating this account	22	50	60	50		
To Trustees for expenses, viz:						
Capital Gazette Press - advertising sale	113	76				
Capital Gazette Press - order nisi, sale	15	00				
The Sunpapers - advertising sale	15	55				
E.T.Newell & Co. - auctioneer's fee	35	00				
U.S. Fidelity & Guaranty Co. - bond premium	36	00				
Federal Lien Reports	3	00				
Miscellaneous notary fees	1	00				
1964 State and County taxes, adjusted						
1/1/64 to 2/28/64 (168.41)	28	07				
City of Annapolis - water rent						
9/11/63 to 2/28/64 - (6.51 per quarter)	10	61	257	99		

To Metropolitan Life Insurance Company						
this balance on account of claim filed	8,371	31	8,371	31		
					9,039	99
Amount of Mortgage claim filed	8,545	02				
Interest on principal balance of $8,372.34						
from 2/15/64 to 5/8/64 - 82 days @ 4½%	86	10				
	8,631	12				
Cr. - amount allowed above	8,371	31				
Balance subject to Decree in Personam	259	81				

SIEGFRIED MICHAELIS
Route 3, Box 218
Edgewater, Maryland

Plaintiff

vs.

MOLLIE T. HANNA
215 N. Highland Street
Arlington, Virginia

GLENNA I. HANNA
215 N. Highland Street
Arlington, Virginia

ANNIE HAZEL HANNA
215 N. Highland Street
Arlington, Virginia

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 16,073

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

Lots Nos. 2074 and 2075 as shown on a plat entitled "Woodland Beach, Sheet No. One". (Plat Book 8, folio 9).

Defendants

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff shows as follows:

1. That he brings this action to foreclose 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 Edition).

2. That on October 8, 1962, your Plaintiff, at a regular tax sale, purchased from Edward N. C. Bradley, Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland and Anne Arundel County, and received certificate of tax sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, to wit:

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1964 JAN -2 PM 1:01

Certificate No. 3752 - Lots 2074-2075 as shown on the plat of Woodland Beach, First Election District, and assessed to M. S. and A. H. and G. I. Hanna.

3. That said Tax Sale Certificate No. 3752, dated October 8, 1962, setting forth the aforesaid sale to your Plaintiff, is attached hereto and filed herewith as "Plaintiff's Exhibit No. 1," and is prayed to be read and considered a part hereof as fully as if incorporated herein.

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

That Mollie T. Hanna, Glenna I. Hanna and Annie Hazel Hanna are the owners as tenants in common in and to the fee simple title of Lots 2074-2075 as shown on "Map of Woodland Beach, Sheet #1,"which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 8 at folio 9, by virtue of a deed from Frank I. Williams and Edith McC. Williams, his wife, dated June 16, 1933 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. #117 at folio 331.

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

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 8, 1962, as required by statute in such cases made and provided under the laws of the State of Maryland, said property having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County, and Plaintiff bid and paid for the aforesaid Tax Sale Certificate the following amount:

2

CERTIFICATE NO.	BID	AMOUNT PAID
3752	$45.00	$42.58

7. That the amount necessary for redemption of the aforesaid tax sale certificate is as follows:

CERTIFICATE NO.	AMOUNT DUE
3752	$42.58

plus taxes to date, penalties, interest and the total disbursement of the holder of the certificate of tax sale and cost on the above certificate.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

(1) That Writs of Subpoena 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 day certain 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 property herein involved, vesting in Plaintiff a good and marketable title, indefeasible and absolute, in fee simple and free and clear of any and all liens, claims and encumbrances, to the date of said decree.

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

AND as in duty bound, etc.

Siegfried Michaelis
Siegfried Michaelis

C. Maurice Weidemeyer
C. Maurice Weidemeyer
236 Main St., Annapolis, Md.
COlonial 8-5049
Attorney for Plaintiff

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

SIEGFRIED MICHAELIS, being first duly sworn and on oath deposes and says that he is Plaintiff herein, that he has read the aforegoing Bill of Complaint to Foreclose Equities of Redemption by him signed, knows the contents thereof, and verily believes the same to be true to the best of his knowledge and belief.

Siegfried Michaelis
Siegfried Michaelis

SUBSCRIBED and SWORN to before me this 2nd day of January, 19 64.

Mary Harrison
Mary Harrison - Notary Public

Check # 140 10/8/62 "PLAINTIFF'S EXHIBIT NO. 1"

No. 3752 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY BOOK 153 PAGE 458

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1962, I sold to L Michaels Rt 3 Box 218 Edgewater Md at public auction for the sum of 45 Dollars and 00 Cents, of which 42.58 Dollars has been paid as a deposit on the property in Dist 1 described as Lots 2074 - 2075 as shown on the plat of Woodland Beach

and assessed to M. S. + A. H. + S. D. Hamm

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 9th 1963, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1962

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1962, 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 M. Lewing
Notary Public.

My Commission Expires May 6, 1963

1964 JAN -2 PM 1:01 FILED

5

C. Maurice Weidemeyer
236 Main Street
Annapolis, Maryland
Attorney

SIEGFRIED MICHAELIS
Route 3, Box 218
Edgewater, Maryland

Plaintiff

vs.

MOLLIE T. HANNA
215 N. Highland Street
Arlington, Virginia

GLENNA I. HANNA
215 N. Highland Street
Arlington, Virginia

ANNIE HAZEL HANNA
215 N. Highland Street
Arlington, Virginia

AND the spouses of any of the foregoing if any.

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:

First Dist., Cert. No. 3752, Lot Nos. 2074 and 2075, as shown on a plat entitled "Map of Woodland Beach, Sheet No. One", (Plat Book 8, folio 9).

Defendants

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 16,073

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 8th day of October, 1962, by Edward N. C. Bradley, County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to SIEGFRIED MICHAELIS, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax

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1964 JAN -2 PM 1:01

6

Sale Certificate and assessed and described on the Books of Assessment and Taxation as follows:

Certificate No. 3752 - Lots 2074-2075 as shown on the plat of Woodland Beach, First Election District, and assessed to M. S. and A. H. and G. I. Hanna, and sold to the Plaintiff for $45.00, of which sum $42.58 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 8, 1962.

It is thereupon this 2nd day of January, 1964, 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 12th day of March, 1964, next, warning the said Mollie T. Hanna, Glenna I. Hanna, and Annie Hazel Hanna, and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by Solicitor on or before the 12th day of March, 1964, 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, Siegfried Michaelis, a title free and clear of all encumbrances.

Louis N. Phipps

Louis N. Phipps, Clerk

Copy of Order of Publication received this 3 day of January, 1964, for Md Gazette.

PER: Thomas J. Thomas

C. Maurice Weid[illegible]yer
Attorney
236 Main Street
Annapolis, Md.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
EQUITY NO. 16,073

SIEGFRIED MICHAELIS
Route 3, Box 218
Edgewater, Maryland
Plaintiff
Versus,
MOLLIE T. HANNA
215 N. Highland Street
Arlington, Virginia
ANNIE HAZEL HANNA
215 N. Highland Street
Arlington, Virginia
AND the spouses of any of the foregoing if any.

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:

First Dist., Cert. No. 3752, Lot Nos. 2074 and 2075, as shown on a plat entitled "Map of Woodland Beach, Sheet No. One", (Plat Book 8, folio 9).

Defendants

Order Of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, and sold on the 8th day of October, 1962, by Edward N. C. Bradley, County Treasur-

8

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

D BOOK 153 PAGE 461

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 31, 1964

We hereby certify, that the annexed

Order of Publication

Eq. 16,073

Siegfried Michaelis vs

Mollie T. Hanna Etc.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of March, 1964. The first insertion being made the 9th day of January, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED 1964 FEB 3 AM 10:26

By H. Tilghman

er and Collector of Taxes for the State of Maryland and Anne Arundel County, to SIEGFRIED MICHAELIS, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificate and assessed and described on the Books of Assessment and Taxation as follows:

Certificate No. 3752 — Lots 2074-2075 as shown on the plat of Woodland Beach, First Election District, and assessed to M. S. and A. H. and G. I. Hanna, and sold to the Plaintiff for $45.00, of which sum $42.58 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 8, 1962.

It is thereupon this 2nd day of January, 1964, 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 12th day of March, 1964, next, warning the said Mollie T. Hanna, and Annie Hazel Hanna, and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or solicitor on or before the 12th day of March, 1964, and redeem 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, Siegfried Michaelis, a title free and clear of all encumbrances.

LOUIS N. PHIPPS
Clerk

True Copy, TEST:
LOUIS N. PHIPPS
Clerk

J-30

SIEGFRIED MICHAELIS, Plaintiff vs. MOLLIE T. HANNA, MOLLIE T. HANNA, et al., Defendants	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 16,073

AFFIDAVIT OF MAILING TO NON-RESIDENT DEFENDANTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

C. MAURICE WEIDEMEYER, attorney for Siegfried Michaelis, 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 Mollie T. Hanna, Glenna I. Hanna and Annie Hazel Hanna, as evidenced by the "Return Receipt" filed herewith and made a part hereof.

C. Maurice Weidemeyer

C. Maurice Weidemeyer
236 Main St., Annapolis, Md.
Colonial 8-5049
Attorney for Plaintiff

Subscribed and sworn to before me this 30 day of March, 1964.

Mary Harrison

Mary Harrison - Notary Public

FILED

1964 MAR 30 PM 3:14

9

Re: Siegfried Michaelis vs. Mollie T. Hanna, et al. - Eq. 16,073

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)*

Mollie T. Hanna

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Ward Hanna

DATE DELIVERED: JAN 7 1964

SHOW WHERE DELIVERED *(only if requested)*

C55—16—71548-5—F 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)*

Annie T. Hanna

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Ward Hanna

DATE DELIVERED: JAN 7 1964

SHOW WHERE DELIVERED *(only if requested)*

C55—16—71548-5—F 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)*

Glenna G. Hanna

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Ward Hanna

DATE DELIVERED: JAN 7 1964

SHOW WHERE DELIVERED *(only if requested)*

C55—16—71548-5—F GPO

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10

SIEGFRIED MICHAELIS, Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	Equity No. 16,073
MOLLIE T. HANNA, 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 Siegfried Michaelis, Plaintiff herein, and made oath in due form of law that:

1. That from inquiries made and information received, he is advised and believes that the defendants, Mollie T. Hanna, Glenna I. Hanna and Annie Hazel Hanna are not in the military service, and therefore avers that none of them are in the military service.

Siegfried Michaelis

Siegfried Michaelis

SUBSCRIBED and SWORN to before me this 21st day of March, 1964.

Mary Harrison

Mary Harrison - Notary Public

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11

SIEGFRIED MICHAELIS,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	Equity No. 16,073
MOLLIE T. HANNA, 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-Glen Burnie News, 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 8th day of October, 1962, for non-payment of taxes due and in arrears.

And it further appearing that the defendants, Mollie T. Hanna, Glenna I. Hanna, Annie Hazel Hanna, have been duly served by publication.

And it further appearing that all of the aforesaid defendants have failed to enter their appearance herein in person or by solicitor, and have failed to file an answer to the Bill of Complaint, and the time within which said defendants could so appear and file an answer having now expired, it is thereupon this 31st day of March, 1964, 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

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defendants and all persons having or claiming to have any interest in the real estate therein described as the same is assessed to said defendants and described on the books of the County Treasurer and sold to the Plaintiff on the 8th day of October, 1962.

D. Boris Duckett
Judge

13

SIEGFRIED MICHAELIS, Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	
MOLLIE T. HANNA, et al., Defendants	:	Equity No. 16,073

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, Mollie T. Hanna, Glenna I. Hanna, and Annie Hazel Hanna, all non-residents, have been duly served by publication.

ANDit further appearing that a decree pro confesso was entered herein on the 31st day of March 1964, against all of the aforesaid defendants, and that none of the aforesaid defendants against whom the decree pro confesso was entered have entered their appearance herein or filed an answer to these proceedings, or proceeded to redeem herein, it is thereupon by the Circuit Court for Anne Arundel County, sitting in equity, this 12th day of May, 1964,

ADJUDGED, ORDERED and DECREED that all rights of redemption to the property of the Defendants mentioned herein, Mollie T. Hanna, Glenna I. Hanna, and Annie Hazel Hanna, and the spouses of any of the foregoing, if any, and the unknown heirs, alienees, devisees and assignees of any of the aforementioned defendants, and any and all persons having or claiming to have any right, title, or interest in the hereinafter described property, be and they are hereby forever foreclosed, and as between the parties to

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this suit, an absolute and indefeasible title in fee simple shall vest in the Plaintiff in and to the following described property sold to the Plaintiff on the 8th day of October, 1962, for non-payment of taxes, to wit:

> Certificate No. 3752 - Lots 2074-2075 as shown on the plat of Woodland Beach, First Election District, and assessed to M. S. and A. H. and G. I. Hanna,

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 Siegfried Michaelis, Plaintiff in these proceedings, a deed of conveyance to the aforesaid lots, upon payment by the Plaintiff to the said Treasurer such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificate, if any; and

IT IS FURTHER ORDERED that the Plaintiff pay the costs of these proceedings.

D. Brooke Dunkum
Judge

15

PETITION FOR FORECLOSURE

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate, PLAINTIFF

VS.

LESLIE ELWOOD SANDERS AND

DOLORES M. SANDERS, HIS WIFE,
DEFENDANTS

BOOK 153 PAGE 470

IN THE

CIRCUIT COURT

~~FOR~~ FOR

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 16,050

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s

That on the 5th **day of** December **A. D.** 1961 **the defendant** s **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 $** 10,500.00 **and interest as therein mentioned, wherein said mortgagor** s **assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.**

That default has occurred in the conditions and covenants of said Mortgage.

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

And as in duty, &c.

Clay Mackie Attorneys
1219 Fidelity Building
Balto., Md. 21201
Attorney for Plaintiff

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D. R. City/County

BOOK 1529 PAGE 545

Equity No. 16,050

This Mortgage,

Made this 5th day of December in the year one thousand, nine hundred and sixty-one between LESLIE ELWOOD SANDERS and DOLORES M. SANDERS, his wife,

BOOK 153 PAGE 471

of Anne Arundel County, in the State of Maryland, MORTGAGOR S and CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC. a body corporate, of the State of Maryland, MORTGAGEE.

Whereas, the said LESLIE ELWOOD SANDERS and DOLORES M. SANDERS, his wife, being member s of the said body corporate, have received therefrom an advance of ten thousand five hundred dollars ($10,500.00) on one hundred one shares of its stock; used as part of the purchase money for the property hereinafter described.

Whereas, the said MORTGAGORS being so justly indebted unto the said Mortgagee for said advance, the said MORTGAGOR S do hereby covenant to repay the same, together with interest thereon at the rate of six per cent (6 %) per annum computed monthly, unto the Mortgagee or its assigns, at the office of the MORTGAGEE or its assigns in monthly installments (including principal and interest) of seventy-five dollars and twenty-three cents ($75.23) commencing on the - 15th - day of - January, 1962 - and continuing on the - 15th - day of each month thereafter until the principal, interest and such fines and charges as may be imposed upon the said Mortgagors, under the Act of Incorporation and/or Constitution and By Laws of said body corporate, are fully paid,

1962 DEC 20 PM 11:51 C.E.H. 5/316

Whereas, it was a condition precedent to said advance that the repayment thereof, together with the interest, fines and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned should be secured by the execution of this Mortgage.

Now therefore, this Mortgage witnesseth, that in consideration of the premises and the sum of One Dollar, the said LESLIE ELWOOD SANDERS and DOLORES M. SANDERS, his wife, do grant unto the said body corporate its successors and assigns, all those two lots of ground situate ~~and lying in~~ on the southwest side of Ridgeway, Third Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:

BEGINNING for the first and being the southeasternmost part of lot No. 206 immediately adjoining the three foot path laid out between Lots Nos. 206 and 207 as shown on the plat entitled "The Pines on the Severn", which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. I folio 14 (formerly Cabinet 1 Rod A Plat 15), said part

of said lot No. 206 having a frontage on Ridgeway of twenty-five feet with a depth of one hundred feet along said three foot path and a width in the rear of forty feet.

BEGINNING for the second and being known and designated as Lot No. 207 as shown on the plat entitled "The Pines on the Severn", which plat is recorded among the Land Records of Anne Arundel County as aforesaid, the boundary lines of lots Nos. 207, 208, 524A and 525, as shown on said plat, intended to have been adjusted among the respective owners of said lots by a Plat of lots 207, 208, 524A and 525 "The Pines on the Severn", recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 1 Rod A-9 Plat 3.

BEING the same two lots 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 Joseph Pierce Marshall and wife to the said Leslie Elwood Sanders and Dolores M. Sanders, his wife.

THIS MORTGAGE shall also secure such future advances as shall be made at the mortgagee's option to said mortgagors, prior to the payment in full of these presents not exceeding in the aggregate the sum of fifteen hundred dollars as provided by the Act of 1955 Annotated Code of Maryland.

THIS LOAN may be prepaid in whole or in part, and when the amount prepaid in any one year, equals or exceeds twenty per cent (20%) of the original principal amount of the loan, ninety (90) days interest on the amount prepaid will be charged for the acceptance of such prepayment.

IN ORDER to cover the extra expense of handling delinquent payments, the mortgagors agree to pay a "late charge", not to exceed two per cent (2%) of the total monthly payment (principal, interest and expense) whenever such monthly payment is more than ten (10) days past due; such charge, however, may be waived at the option of the mortgagee.

TOGETHER with the use in common with others entitled thereto of the road extending from Chase Creek to The Baltimore and Annapolis Boulevard and also with the use in common with others entitled thereto of the lot of ground designated as "Community Lot" on said plat entitled "The Pines on the Severn" and to all water and reparian rights incident thereto, and also the use in common with others of the strip of land lying between the property hereby conveyed and the waters of Chase Creek and extending from the lot now or formerly owned by Louis E. Kaiser to the Mainway as shown on said plat.

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

To Have and to Hold the said lot of ground and premises unto the said body corporate its successors and assigns forever in fee simple.

If However the said MORTGAGOR Shall make the payments and perform the covenants herein on their part contained, then this mortgage shall be void.

And the said Mortgagors, hereby covenant and agree with the said MORTGAGEE, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the MORTGAGEE, its successors and assigns during the continuance of this mortgage, a monthly sum equal to 1/12 of the aggregate of the ground rent (if any), water rent, taxes, public charges and assessments and insurance premiums chargeable or assessed against said property upon the same day of each month thereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to be used by said MORTGAGEE, its successors and assigns, in payment of the ground rent, water rent, taxes and insurance premium when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of said MORTGAGEE, or its assigns, be credited as a payment on account of the principal mortgage debt; and the MORTGAGOR further agree that should said special fund at any time be insufficient, by reason of an increase in the tax or water rates, or from any other cause, to pay said charges when due, that they, their heirs, personal representatives or assigns will on demand pay such deficiency; said MORTGAGORS further agree to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged or on the mortgage debt or interest herein covenanted to be paid.

Said Mortgagor also covenant and agree :—(a) to keep the improvements on said property in good repair; (b) to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the MORTGAGEE, or its assigns, in such company or companies designated by, and in amounts required by the MORTGAGEE, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of said MORTGAGEE, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the MORTGAGEE, its successors and assigns; (c) that it shall be deemed a default under this mortgage if the MORTGAGOR shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the MORTGAGEE; (d) that the MORTGAGORS specially warrant the property herein mortgaged and the MORTGAGORS will execute such further assurances thereof as may be requisite.

And it is Agreed that until default be made herein, the said MORTGAGORS or their assigns may retain possession of the hereby mortgaged property.

And in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the MORTGAGEE, its successors and assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and the said MORTGAGORS hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said MORTGAGOR Shereby also authorize and direct the said MORTGAGEE, its successors and assigns, or KARL M. LEVY, its duly authorized Attorney or Agent, after any default in any of the payments covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto; and it is agreed that upon the institution of foreclosure proceedings, after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the MORTGAGEE before sale, the said MORTGAGORS shall, in addition to such other sum or sums with which they shall be chargeable, be also chargeable with a counsel fee of Fifty Dollars ($50.00) to the attorney or solicitor instituting such proceedings; 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, after fifteen (15) days prior written notice to the MORTGAGORS, of intention to advertise whether under the assent to a decree or under the power of sale, 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 expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under order or decree of the Circuit Court (in Equity) for the County or City in which said foreclosure proceedings are instituted, which said expenses, costs and commission the said MORTGAGORS for themselves, their heirs, personal representatives and assigns do hereby covenant and agree to pay; and the said MORTGAGEE, its successors and assigns, or Karl M. Levy, their said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission, and it is further agreed that 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 seventy-five Dollars for conducting the proceedings, if without contest, but if legal service be rendered to the MORTGAGEE or its assigns, or to the trustee or party selling under the power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and 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 the same shall have then matured or not; and third, the balance, if any, to the said MORTGAGORS, their heirs, personal representatives or assigns.

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BOOK 1529 PAGE 548 BOOK 153 PAGE 474

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 hands and seals of said MORTGAGORS.

TEST:

William M. Levy
WILLIAM M. LEVY

Leslie Elwood Sanders (SEAL)
Leslie Elwood Sanders

(SEAL)

Dolores M. Sanders (SEAL)
Dolores M. Sanders

(SEAL)

State of Maryland, Baltimore City, ss

I Hereby Certify, that on this 5th day of December one thousand, nine hundred and sixty-one, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared

LESLIE ELWOOD SANDERS and DOLORES M. SANDERS, his wife,

the MORTGAGORS named in the foregoing mortgage, and they acknowledged the aforegoing mortgage to be their act.

At the same time also appeared W. RAMSAY COULSON President of the MORTGAGEE named in the aforegoing mortgage, and made oath in due form of law that the consideration set forth in said mortgage is true and bona-fide as therein set forth.

As Witness my hand and Notarial Seal.

WILLIAM M. LEVY NOTARY PUBLIC BALTIMORE COUNTY

William M. Levy
WILLIAM M. LEVY Notary Public.

950

Rec'd for record Dec. 11 1961 at 12:45 P.M.

Mailed to Levy & Ditto

Mortgage

FROM

LESLIE ELWOOD SANDERS & WIFE

TO

CENTURY SAVINGS AND LOAN ASSOC-

IATION OF BALTIMORE CITY, INC.

Block No.

Received for record

at o'clock M. Same day recorded in Liber

No. Folio One of the Land Records of

and examined per

Clerk.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY DEC 11 PM 12:45 1961 RECORDED IN LIBER GTC No. 1529 FOLIO 545 G. T. CROMWELL, CLERK

Cost of record $ 9.50

LEVY AND DITTO
ATTORNEYS AT LAW
1219 FIDELITY BUILDING
BALTIMORE, MD.

1000—8-60—J. D. L.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.

VS.

LESLIE ELWOOD SANDERS AND DOLORES M. SANDERS, HIS WIFE

PETITIONER'S EXHIBIT NO. 1

Mr. Clerk:

Please file, etc.

Levy & Ditto Attys

61-037

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STATEMENT OF MORTGAGE CLAIM

BOOK 153 PAGE 475
IN THE

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate, PLAINTIFF

vs.

LESLIE ELWOOD SANDERS AND

DOLORES M. SANDERS, HIS WIFE, DEFENDANTS

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY

Equity No. 16,050

STATEMENT OF MORTGAGE DEBT

Amount of mortgage loan	$ 10,500.00
Interest to December 15th, 1963	251.70
Four months late charge	7.04
	10,758.74
Debit in expense account	17.31
	10,776.05
Amount paid on principal of loan	432.90
Balance due	10,343.15

Robert S. Clark

Treasurer - Century Savings and Loan Association of Baltimore City, Inc.

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1963 DEC 20 AM 11:51

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 16th day of December 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.

As witness my hand and Notarial Seal,

Walter A Steven

My Commission Expires May 3, 1965. *Notary Public.*

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

BOOK 153 PAGE 476

IN THE

CIRCUIT COURT

FOR

~~OF~~

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate,
PLAINTIFF

vs.

LESLIE ELWOOD SANDERS AND

DOLORES M. SANDERS, HIS WIFE,
DEFENDANTS

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

Case No. Equity No. 16,050

Filed .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared ROBERT S. CLARK, Treasurer of CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.

and made oath in due form of law that he ~~(her)~~ 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 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 16th day of December 1963

Walter A. Stevens
Notary Public

My Commission Expires May 3, 1965

FILED
1963 DEC 20 AM 11:51

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BOOK 153 PAGE 477

DECREE FOR SALE OF MORTGAGE PREMISES

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate, PLAINTIFF

vs.

LESLIE ELWOOD SANDERS AND

DOLORES M. SANDERS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

Equity No. 16,052

.....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 10th **day of** December, **in the year** nineteen hundred and sixty-three, by the Circuit Court for Anne Arundel County ~~of Baltimore City~~, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that 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 TEN 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 the City of Baltimore, 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.

George Sachse,
Judge.

FILED
1963 DEC 23 PM 3:00

8

Bond No. 77 18 715

Equity 21-334
16,650

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 12 PAGE 338

KNOW ALL MEN BY THESE PRESENTS: BOOK 153 PAGE 478

That we, William M. Levy, 1507 Fidelity Building, Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand Five Hundred and 00/100 ($10,500.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, 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 24th day of February in the year of our Lord one thousand nine hundred and sixty-four

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

mentioned in the proceedings in the case of Century Savings & Loan Association of Baltimore City, Inc.

vs:

Leslie Elwood Sanders and Dolores M. Sanders, his wife

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.

Signed, sealed and delivered in the presence of:

Isabel A. Ridge

William M. Levy (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Sharon Greer
Sharon Greer *As to Surety*

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

Bond approved this 24th day of February, 1964

Louis N. Phipps, Clerk

MD3116a—1M, 6-63 163813
Trustee's Bond

FILED
1964 FEB 24 PM 12:39

LEVY AND [illegible],
Solicitors
1507 Fidelity Building
Baltimore 1, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE DWELLING PROPERTY

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County, in equity, passed on December 23rd, 1963 in the case entitled "Century Savings and Loan Association of Baltimore City, Inc., Plaintiff vs. Leslie Elwood Sanders and Dolores M. Sanders, his wife, Defendants" (No. 16,050—Equity) the undersigned Trustee will sell at Public Auction, on the premises on

MONDAY,
FEBRUARY 24th, 1964
AT 2:00 O'CLOCK P.M.

All those two lots of ground and premises situate on the southwest side of Ridgeway, Pines on the Severn, Third Election District of Anne Arundel County and described as follows:

BEGINNING for the first and being the southeasternmost part of Lot No. 206 immediately adjoining the three foot path laid out between Lots Nos. 206 and 207 and shown on the Plat entitled "The Pines on the Severn", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. T. Folio 14 (formerly Cabinet 1 Rod A Plat 15), said part of said Lot No. 206 having a frontage on Ridgeway of twenty-five feet with a depth of one hundred feet along said three foot path and a width in the rear of forty feet.

10 No

OFFI) OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 479

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 22 1964

We hereby certify, that the annexed

Trustee's Sale

Leslie Elwood Sanders

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 February, 1964. The first insertion being made the 31st day of January, 1964

THE CAPITAL-GAZETTE PRESS, INC.

1964
FEB 24 AM 10:02

By H. Tilghman

BEGINNING, for the second and being known and designated as Lot No. 207 as shown on the Plat entitled "The Pines on the Severn," which plat is recorded among the Land Records of Anne Arundel County as aforesaid, the boundary lines of Lots Nos. 207, 208, 524A and 525, as shown on said plat, intended to have been adjusted among the respective owners of said lots by a Plat of lots 207, 208 524A and 525 "The Pines on the Severn", recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 1 Rod A-9 Plat 3.

Subject to utility agreements and restrictions of record and subject also to the legal operation and effect of an amended plat filed in Plat Book 11, folio 12, affecting said property.

The property is in fee simple and is improved by a one story frame asbestos shingle dwelling containing 3 bedrooms, living room, kitchen, bath and ¾ basement with oil fired hot air heat and a disconnected one car garage.

TERMS OF SALE: A cash deposit of $750.00 will be required of the Purchaser at the time and place of sale; balance of unpaid 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 date 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, Maryland F-20

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 24th day of February, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared S. Nelson Gates, 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 Lt. & T. Assn.,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

S. Nelson Gates (SEAL)
Purchaser

Notary Public

FILED

1964 FEB 26 AM 10:02

11

REPORT OF SALE

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate,
Plaintiff

vs.

LESLIE ELWOOD SANDERS and DOLORES M. SANDERS, his wife,
Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity Docket 21 folio 334
#16,050

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

a weekly ~~daily~~ newspaper published in Anne Arundel County ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Monday the 24th day of February, 1964 at 2:00 o'clock P.M. attend on the premises and then and there sold the fee simple property situate in the Third Election District of Anne Arundel County on Ridgeway, Pines-on-the-Severn and fully described in a copy of the advertisement attached hereto unto Century Savings and Loan Association of Baltimore City, Inc. at and for the sum of Eight Thousand Dollars ($8,000.00) (cash upon ratification of the sale) which was then and there the highest bidder therefore.

LEVY AND DITTO,
Solicitors
1507 Fidelity Building
Baltimore 1, Maryland

Trustee's Sale
OF VALUABLE FEE SIMPLE DWELLING PROPERTY

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County, in equity, passed on December 23rd, 1963 in the case entitled "Century

Respectfully submitted,

William M. Levy, Trustee

Savings and Loan Association of Baltimore City, Inc., Plaintiff vs. Leslie Elwood Sanders and Dolores M. Sanders, his wife, Defendants" (No. 16,050—Equity) the undersigned Trustee will sell at Public Auction, on the premises on

MONDAY,
FEBRUARY 24th, 1964
AT 2:00 O'CLOCK P.M.

All those two lots of ground and premises situate on the southwest side of Ridgeway, Pines on the Severn, Third Election District of Anne Arundel County and described as follows:

BOOK 153 PAGE 482 A

State of Maryland, City of Baltimore, Sct:

BOOK 153 PAGE 482 B

I HEREBY CERTIFY, That on this 25th day of February, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City 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.

As witness my hand and Notarial Seal,

Bettie L. Breeden
BETTIE L. BREEDEN Notary Public.

1964 FEB 26 AM 10:02

12

BEGINNING for the first and being the southeasternmost part of Lot No. 206 immediately adjoining the three foot path laid out between Lots Nos. 206 and 207 and shown on the Plat entitled "The Pines on the Severn", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. I, folio 14 (formerly Cabinet 1 Rod A Plat 15), said part of said Lot No. 206 having a frontage on Ridgeway of twenty-five feet with a depth of one hundred feet along said three foot path and a width in the rear of forty feet.

BEGINNING for the second and being known and designated as Lot No. 207 as shown on the Plat entitled "The Pines on the Severn," which plat is recorded among the Land Records of Anne Arundel County as aforesaid, the boundary lines of Lots Nos. 207, 208, 524A and 525, as shown on said plat, intended to have been adjusted among the respective owners of said lots by a Plat of lots 207, 208 524A and 525, "The Pines on the Severn", recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 1 Rod A-9 Plat 3.

Subject to utility agreements and restrictions of record and subject also to the legal operation and effect of an amended plat filed in Plat Book 11, folio 12, affecting said property.

The property is in fee simple and is improved by a one story frame asbestos shingle dwelling containing 3 bedrooms, living room, kitchen, bath and ¾ basement with oil fired hot air heat and a disconnected one car garage.

TERMS OF SALE: A cash deposit of $750.00 will be required of the Purchaser at the time and place of sale; balance of unpaid 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 date 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, Maryland F-20

ORDER NISI

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC. a body corporate

versus

LESLIE ELWOOD SANDERS and DOLORES M. SANDERS, his wife

BOOK 153 PAGE 484
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,050 Equity

Ordered, this 26th day of February, 19 64, 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 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states that the amount of sale was $8,000.00.

Louis N. Phipps Clerk.

True Copy,
Levy and Ditto, Attys.

TEST: Clerk.

For the Maryland Gazette (March 5th Edition)

(Final Order.)

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate

versus

LESLIE ELWOOD SANDERS and DOLORES M. SANDERS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of April, 1964 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bruce Dunlap
JUDGE.

FILED
1964 APR -8 AM 9:59

13

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,050 Equity

CENTURY SAVINGS AND LOAN ASSOCIATION OF Baltimore City, Inc. a body corporate

versus

LESLIE ELWOOD SANDERS and DOLORES M. SANDERS, his wife

Ordered, this 26th day of February, 1964, 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 6th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states that the amount of sale was $8,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

M 26

No. M. G. 6023

14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 485

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1964

We hereby certify, that the annexed

Order Nisi

Eq. 16,050

Leslie Elwood Sanders et ux

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of April, 1964. The first insertion being made the 5th day of March, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tidgewell

BOOK 153 PAGE 486

In the Case of

Century Savings & Loan Association of Baltimore City, Inc.

vs.

Leslie Elwood Sanders & Dolores M. Sanders, his wife

In the

Circuit Court

For

Anne Arundel County

No. 16,050 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
1964 APR 29 PM 1:58

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 15th day of May, 1964, 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
1964 MAY 15 AM 9:46

15
17

16

Dr. Mortgaged Real Estate of Leslie Elwood Sanders & Dolores M. Sanders, his wife

BOOK 153 PAGE 487

In Acct. with William M. Levy, Trustee

						Cr.	
By	Amount of Sale, as per Trustee's Report						
	of Sale filed			8,000	00		
"	Interest, 6%, thereon from 2/24/64 to						
	4/7/64			58	52		
"	Adjustment, 1964 taxes 4/7/64 to 12/31/64			108	67		
						8,167	19
To	Trustee, in lieu of fee						
	commissions, viz	150	00				
				150	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						
	The Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	125	24				
	Sunpapers, Advertising - sale	18	00				
	Fidelity & Deposit Co. of Md. - bond	42	00				
	E. T. Newell & Co., Inc. - auctioneer's fee	35	00				
	1964 taxes	155	25				
	Water bill	19	40				
				394	89		
To	Century Savings & Loan Assoc. of Baltimore						
	City, Inc., Mortgagee, on account of						
	Mortgage claim	7,561	80				
				7,561	80		
						8,167	19
	Balance due on Mortgage, as per claim						
	filed	10,343	15				
	Interest, 6%, on principal balance,						
	$10,101.72, from 12/16/63 to 5/15/64	252	55				
		10,595	70				

Credit amount allowed above	7,561	80
This amount subject to decree in personam	3,033	90

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity 16,054 Equity
vs.	*	
WILLIAM B. JOHNSON and ALVA R. JOHNSON, his wife	*	

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

PETITION FOR FORECLOSURE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents

That on the 12th day of April A. D. 1961 the defendants executed and delivered to Fraternity Federal Savings and Loan Association a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $8,000.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition; and owing to a breach of the covenants therein said mortgage is now in default.

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

And as in duty, &c.

WILLIAM C. ROGERS
Attorney for Plaintiff
113 E. Baltimore Street
Baltimore, Maryland 21202
SA. 7-4456

FILED

1963 DEC 23 AM 9:33

6258 11

"PETITIONER'S EXHIBIT NO. 1"

City-County Form.

BOOK 153 PAGE 490

BOOK 1468 PAGE 195

No. 16,054 Equity

This Mortgage, Made this 12th- - - day of April- - - - - -, in the year one thousand, nine hundred and sixty-one - - - -, between WILLIAM B. JOHNSON and ALVA B. JOHNSON, his wife, -

of Anne Arundel County - - - - - - - - - - - -, in the State of Maryland, Mortgagor s, and the FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor s, being members of said body corporate, have received therefrom an advance of EIGHT THOUSAND - - - - - - - - - - - - - - - -($8,000.00) - - Dollars, being part of the purchase money for the property hereinafter described.

AND WHEREAS, said Mortgagor s have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6%) per annum in the manner following:

By the payment on or before the first day of each month from date hereof;

(A) of the sum of SIXTY-SEVEN DOLLARS AND FIFTY-ONE CENTS---($67.51) ~~Dollars~~, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of EIGHTEEN DOLLARS AND FORTY-NINE CENTS------($18.49) ~~Dollars~~, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagor s, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

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

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

ALL that lot of ground in the City of Annapolis, 6th District, Anne Arundel County, Maryland, being known and designated as Lot No. 3, as shown on Plat of "Parole Villa," recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 5. The improvements thereon being known as No. 19 Bunche Street.

BEING the same lot of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by JAMES A. WOODLON and ANN A. WOODLON, his wife, to WILLIAM B. JOHNSON and ALVA R. JOHNSON, his wife, the within Mortgagors.

FILED

1963 DEC 23 AM 9:33

2

A late charge shall be paid by the Mortgagors in connection with any payment as provided for in this Mortgage which shall not have been paid within twenty days of the date on which it is due amounting to four per centum (4%) of said payment.

IT IS UNDERSTOOD AND AGREED, That the principal of this Mortgage may be prepaid in whole or in part at anytime, provided that a prepayment charge shall be paid by the Mortgagors amounting to six months' interest at the rate herein set forth on that portion of the principal prepaid in any one year which exceeds twenty per centum (20%) of the original principal amount of this Mortgage.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired thereby with the benefit of renewal forever, subject to the payment of the yearly rental of $XXXXXXXXXXXX, payable in equal semi-annual instalments on the XXXXXXXXXXXXXXX days of XXXXXXXXXXXXXXXX and XXXXXXXXXXXXXXXX in each and every year forever in fee simple.

3

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

And the said Mortgagors for themselves, their - heirs, personal representatives and assigns, covenant - with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association, or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their - heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their - heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their - heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

AND the said Mortgagors in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do - hereby (1) declare their - assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagors do - hereby (2) also authorize the said Mortgagee, its successors or assigns, or **William C. Rogers,** its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of TWO HUNDRED ($200.00) - Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagors, 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 Mortgagors, or their - assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

WITNESS the hand s and seal s of the said Mortgagors.

WITNESS:

Walter J. Zeun
WALTER J. ZEUN

William B. Johnson (SEAL)
WILLIAM B. JOHNSON

Alva R. Johnson (SEAL)
ALVA R. JOHNSON

4

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 12th day of April, 1961, before me, the subscriber, a Notary Public, of the State of Maryland in and for Anne Arundel County, personally appeared WILLIAM B. JOHNSON and ALVA R. JOHNSON, his wife, the Mortgagor S, named in the aforegoing mortgage, satisfactorily proven to be the person S whose name S are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared E. Taylor Boden, 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 that he is Agent of said Mortgagee, duly authorized to make this Affidavit.

AS WITNESS my hand and Notarial Seal.

WALTER J. ZEUN NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Walter J. Zeun

WALTER J. ZEUN Notary Public.

My commission expires May 1st, 1961.

11.00

Rec'd for record April 17, 1961 at 11:46 A.M.

Mailed to The Security Title Guarantee Corp. of Balto.

FILE No. 4424

WRITTEN BY DLS

FORM APPROVED DLS

READY FOR RECORD

MORTGAGE

FROM

WILLIAM B. JOHNSON and

ALVA R. JOHNSON, his wife

TO

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

19 Bunche St

BLOCK NO. 961

Received for Record ____ 19__

at ____ o'clock ____ M. Same day recorded in

Liber ____ No. ____ folio ____ etc.,

one of the ____ Records of

____ and examined per

____, Clerk.

Cost of Record, $ 11.00

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE

The Rogers Building

113 E. Baltimore Street

Baltimore 2, Md.

The Daily Record Company, Baltimore, Md.

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
WILLIAM B. JOHNSON and	*	ANNE ARUNDEL COUNTY
ALVA R. JOHNSON, his wife	*	In Equity
	*	16,054 Equity

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

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from William B. Johnson and Alva R. Johnson, his wife, to Fraternity Federal Savings and Loan Association dated April 12, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1468, Folio 195.

William B. Johnson & wife
19 Bunche Street
Annapolis, Maryland

December 6, 1963

Original amount of Loan	$8,000.00
Interest through December	1,273.68
Late charges	72.24
Taxes	424.43
Fire insurance	42.08
	$9,812.43
Less amount of payments	- 2,355.69
Amount due on Loan	$7,456.74

2355.69
1812.43
543.26
80.00
543.26
1456.74

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY William G. Riggs
WILLIAM G. RIGGS, Secretary

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 6 day of December, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just 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.

FILED
1963 DEC 23 AM 9:34

6

Herbert C. Moore
HERBERT C. MOORE, Notary Public

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity
vs.	*	
WILLIAM B. JOHNSON and ALVA R. JOHNSON, his wife	*	16,054 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 27th day of December, 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 C. Rogers be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Eight Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily or weekly newspaper or newspapers published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be

7

convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharges 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'Brien Duckett
Judge

FILED
1963 DEC 27 PM 12:03

8

WINSON G. GOTT, JR.
Lee Build
Annapolis, Maryland
and
WILLIAM C. ROGERS
113 E. Baltimore Street
Baltimore 2, Maryland
Attorneys

Trustee's Sale Of VALUABLE FEE SIMPLE PROPERTY IN 6TH ELECTION DISTRICT

By virtue of a decree of the Circuit Court for Anne Arundel County, the undersigned Trustee will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland on

Sat., Jan. 25, 1964 at 11:00 A.M. E.S.T.

That lot of ground and improvements thereon in the 6th Election District, described as follows:

All that lot of ground in the City of Annapolis, 6th District, Anne Arundel County, Maryland, being known and designated as Lot No. 3 as shown on Plat of "Parole Villa" recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 5. The improvements thereon being known as Number 19 Bunche Street.

Subject to the legal operation and effect of agreements, covenants, easements and restrictions of record affecting the same, if any.

Improvements: A one story brick dwelling (5 rooms and 1 bath).

TERMS OF SALE: Cash, a deposit of $500.00 will be required of purchaser or purchasers at time of sale, balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6 per cent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other charges are to be adjusted to day of sale.

WILLIAM C. ROGERS
Trustee
113 E. Baltimore Street
Baltimore 2, Maryland

ROBERT H. CAMPBELL,
Auctioneer

J-23

9 No

FILED
1964
JAN 24 AM 11:21

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 497

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 24, 1964

We hereby certify, that the annexed

Trustee's Sale

Parole Villa

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 25th day of January, 1964. The first insertion being made the 2nd day of January, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity 76 16,054
vs.	*	
WILLIAM B. JOHNSON and ALVA R. JOHNSON, 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 William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that he knows the defendants herein, and that to the best of his 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 G. Riggs

WILLIAM G. RIGGS, SECRETARY, Affiant
FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

Subscribed and sworn to before me this 31 day of December, 1963.

Herbert C. Moore

HERBERT C. MOORE, Notary Public

HERBERT C. MOORE NOTARY PUBLIC BALTIMORE, MD.

FILED

1964 JAN 24 PM 1:37

10

BOOK 153 PAGE 499

Equity No. 16,054

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

BOOK 12 PAGE 302

77 18 462

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers, 113 E. Baltimore Street, Baltimore, Md.

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand and 00/100----------($8,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, 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 21st day of January in the year of our Lord one thousand nine hundred and sixty-four

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

mentioned in the proceedings in the case of Fraternity Federal Savings & Loan Association., a body corporate

vs:

William B. Johnson & Alva R. Johnson h/w

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden William C. Rogers

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

Signed, sealed and delivered in the presence of:

Richard R. Jones

William C. Rogers (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Dawn Whitney *As to Surety*
Dawn Whitney

By John W. Harrison, Jr. *Attorney-in-Fact*
John W. Harrison, Jr.

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

FILED

1964 JAN 24 PM 1:37

Bond approved this 24th day of January, 1964

Louis N. Phipps, Clerk

11

ROBERT H. CAMPBELL - - - - Auctioneer

WINSON G. GOTT, JR.
Lee Buildng
Annapolis, Maryland

and

WILLIAM C. ROGERS,
113 E. Baltimore Street
Baltimore 2, Maryland

Attorneys

TRUSTEE'S SALE

OF VALUABLE

Fee Simple Property

IN SIXTH ELECTION DISTRICT

By virtue of a decree of the Circuit Court for Anne Arundel County the undersigned Trustee will sell at public auction at the Court House Door, Church Circle Annapolis, Maryland, on

January 25, 1964

AT 11:00 A.M. E.S.T.

That lot of ground and improvements thereon in the 6th Election District described as follows:

All that lot of ground in the City of Annapolis, 6th District, Anne Arundel County, Maryland, being known and designated as Lot No. 3 as shown on Plat of "Parole Villa" recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 5. The improvements thereon being known as Number 19 Bunche Street.

Subject to the legal operation and effect of agreements covenants, easements and restrictions of record affecting the same, if any.

Improvements: A one-story brick dwelling (4 rooms and 1 bath).

Terms of Sale: Cash, a deposit of $500.00 will be required of purchaser or purchasers at time of sale, balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6 per cent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other charges are to be adjusted to day of sale.

WILLIAM C. ROGERS, Trustee,
113 E. Baltimore Street,
Baltimore 2, Maryland

FILED
1964 JAN 29 PM 1:05

12

BOOK 153 PAGE 501

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity
vs.	*	
WILLIAM B. JOHNSON and ALVA R. JOHNSON, his wife	*	No. 16,054

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

REPORT OF SALE

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

The Report of Sale of William C. Rogers, Trustee appointed by the decree in the above entitled cause, to make sale of 19 Bunche Street in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Capital Gazette, a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee William C. Rogers did pursuant to said notice on Saturday, the 25th day of January, 1964 at 11:00 o'clock P.M. attend on the premises and then and there sold the said fee simple property mentioned and described in the attached advertisement of sale which is prayed to be taken as part of this report unto Charles Walter Adams, Jr. and Bette Ann Adams, his wife, at and for the sum of $9,850.00 which price was the highest amount bid for the property.

WILLIAM C. ROGERS, Trustee

FILED
1964 JAN 29 PM 1:05

13

WINSON G. GOTT, JR.
Lee Building
Annapolis, Maryland
and
WILLIAM C. ROGERS
113 E. Baltimore Street
Baltimore 2, Maryland
Attorneys

Trustee's Sale Of VALUABLE FEE SIMPLE PROPERTY

IN 6TH ELECTION DISTRICT

By virtue of a decree of the Circuit Court for Anne Arundel County, the undersigned Trustee will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland on

Sat., Jan. 25, 1964 at 11:00 A.M. E.S.T.

That lot of ground and improvements thereon in the 6th Election District, described as follows:

All that lot of ground in the City of Annapolis. 6th District. Anne Arundel County, Maryland, being known and designated as Lot No. 3 as shown on Plat of "Parole Villa" recorded among the Plat Records of Anne Arundel County in Plat Book 25. folio 5. The improvements thereon being known as Number 19 Bunche Street.

Subject to the legal operation and effect of agreements, covenants, easements and restrictions of record affecting the same, if any.

Improvements: A one story brick dwelling (5 rooms and 1 bath).

TERMS OF SALE: Cash, a deposit of $500.00 will be required of purchaser or purchasers at time of sale, balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6 per cent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other charges are to be adjusted to day of sale.

WILLIAM C. ROGERS
Trustee
113 E. Baltimore Street
Baltimore 2, Maryland

ROBERT H. CAMPBELL,
Auctioneer

J-23

STATE OF MARYLAND)
) Sct:
CITY OF BALTIMORE)

BOOK 153 PAGE 502

I HEREBY CERTIFY, that on this 27th day of January, 1964, beforeme, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the seal thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal,

HERBERT C. MOORE, Notary Public

14

I hereby certify that I have this 25th day of January, 1964, sold the property described on the attached Handbill to Charles Walter Adams, Jr. and Betty Ann Adams at and for the sum of Nine Thousand,Eight Hundred and Fifty Dollars ($9850) they being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I hereby certify that Charles Walter Adams,Jr. and Betty Ann Adams have on this 25th day of January 1964 , purchased the property described on the attached Handbill from William C. Rogers, Trustee, at and for the sum of Nine Thousand,Eight Hundred and Fifty Dollars ($9850) and we hereby agree to comply with the terms of sale as set forth in said Handbill.

Charles Walter Adams Jr.

Betty ann Adams C.W.A.J.

JAN 25 1964

FILED

1964 JAN 29 PM 1:05

15

ORDER NISI

BOOK 153 PAGE 504

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

WILLIAM B. JOHNSON and ALVA R. JOHNSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,054 Equity

Ordered, this 29th day of January, 19 64, That the sale of the property in these proceedings mentioned made and reported by William C. Rogers, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of March next.

The report states that the amount of sale was $ 9,850.00

Louis N. Phipps Clerk.

True Copy,

William C. Rogers, Atty.
(Final Order)

TEST: Clerk.

For the Evening Capital (Feb. 6th Edition)

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

WILLIAM B. JOHNSON and ALVA R. JOHNSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of March, 1964 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

1964 MAR 24 PM 12:42

16

Bond No. 77 18 462

Fidelity and Deposit Company

BOOK 153 PAGE 505

HOME OFFICE OF MARYLAND BALTIMORE 3

BOOK 12 PAGE 314 No. 16,054 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers, 113 E. Baltimore Street, Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Eight Hundred Fifty and 00/100 ($1,850.00) 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 31st day of January in the year of our Lord one thousand nine hundred and sixty-four

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

mentioned in the proceedings in the case of Fraternity Federal Savings & Loan Association., a body corporate

vs:

William B. Johnson & Alva R. Johnson his wife

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden William C. Rogers

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

Signed, sealed and delivered in the presence of:

Richard L. Soares

William C. Rogers (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Sharon Greer *As to Surety*

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

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

FILED
1964 FEB -4 PM 2:20

additional
Bond approved this 4th day of February 1964

Louis N. Phipps, Clerk

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 1[illegible] Equity

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate
versus
WILLIAM B. JOHNSON and ALVA R. JOHNSON, his wife

Ordered this 29th day of January, 1964, That the sale of property in these proceedings mentioned made and reported by William C. Rogers, Trustee, BE named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of March next.

The report states that the

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

F-27

FILED
1964 MAR -2 AM 9:39

18 No. E. C. 2243

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

ROOK 153 PAGE 506

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 28, 1964

We hereby certify, that the annexed Order Nisi Sale Eq. 16,054 William B. Johnson

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of March, 1964. The first insertion being made the 6th day of February, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 153 PAGE 507

Equity No. 16,054

Affidavit by Purchasers

I hereby certify that on this 24th day of March, 1964, before me, a Notary Public of the State of Maryland in the County of Anne Arundel, personally appeared Charles Walter Adams, Jr. and Bette Ann Adams, his wife, Purchasers of No. 19 Bunche Street, Annapolis, Maryland, at the foreclosure sale of the property of William B. Johnson and wife, and made oath in due form of law that they are the Purchasers of said property for themselves and were not acting as agents and that they have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the Report of Sale.

Winson G. Gott, Jr.
Notary Public

Charles Walter Adams, Jr.

Bette Ann Adams
Purchasers

1964 MAR 24 AM 10:38

19

BOOK 153 PAGE 508

In the Case of

Fraternity Federal Savings & Loan Association

VS.

William B. Johnson & Alva R. Johnson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 16,054 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
1964 MAY -1 PM 2:09

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 18th day of May, 1964, 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: R. E. Wayson deputy

FILED
1964 MAY 18 PM 3:07

20

Dr. Mortgaged Real Estate of William B. Johnson & Alva R. Johnson, his wife

In Acct. with William C. Rogers, Trustee

				Cr.
By	Amount of Sale, as per Trustee's Report			
	of Sale filed		9,850 00	
"	Interest, 6%, on deferred payment,			
	$9,350.00 from 1/25/64 to 4/25/64		140 25	
"	Refund, insurance premium		18 00	
				10,008 25
To	Trustee, for fee, viz	200 00		
"	" , commissions, viz	325 50		
			525 50	
"	Trustee, for Court costs, viz			
	Plaintiff's Solicitor, appearance fee	10 00		
	Clerk, Court costs	31 50		
	Auditor, this account	25 00		
			66 50	
"	Trustee, for expenses, viz			
	The Capital-Gazette Press, Inc.			
	Advertising & Nisi - sale	86 76		
	Speer Publications, Inc. - hand bills	17 00		
	Fidelity & Deposit Co. of Md. - bond	39 40		
	Robert H. Campbell, auctioneer's fee	98 50		
	Adjustment, 1964 State & County taxes	11 11		
	" , 1963 - City of Annapolis taxes	52 02		
	½ Federal & State Revenue stamps	16 50		
			321 29	
"	Fraternity Federal Savings & Loan Assoc.,			
	Mortgagee, in full, for mortgage claim	7,456 74		
	Interest, 6%, thereon from 1/1/64 to			
	5/16/64	167 77		
			7,624 51	
"	William B. Johnson & Alva R. Johnson,			
	Mortgagors, excess	1,470 45		
			1,470 45	
				10,008 25

21

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
HOWARD S. KUHN, JR., AND RUTH L. KUHN, HIS WIFE	:	(In Equity) 16,114

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 Howard S. Kuhn, Jr., and Ruth L. Kuhn, his wife to Baltimore Federal Savings and Loan Association, dated November 1st, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1521 folio 88.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Maryland - 21202

Le 9-6841

FILED
1964 JAN 29 AM 9:32

BOOK 153 PAGE 511

BOOK 1521 PAGE 88

157:99

Equity 16,114

City and County Form.

This Mortgage, Made this 1st day of November, in the year one thousand, nine hundred and sixty-one, between HOWARD S. KUHN, JR. and RUTH L. KUHN, his wife, of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of THIRTY FIVE THOUSAND and 00/100ths ($35,000.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of Five and three-quarters (5 3/4%) per centum per annum in the manner following:

By the payment of THREE HUNDRED EIGHTY-FOUR and 20/100ths ($384.20) Dollars, commencing on the first day of December, 1961, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

NOW, THEREFOR, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all those three (3) lot(s) of ground situate and lying in the Third Election District of Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lots Nos. 5, 6, and 7, Section "D" as shown on the Plat entitled, "Section 'D', Rock Hill, also Revised Layout, Sec. 'C'," dated June, 1941, by J. R. McCrone, Jr., Surveyor, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 17, folio 45.

FOR TITLE of the Mortgagors herein, see the following:

1. Deed dated April 10, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 677, folio 189 from John S. Feddon and Ida M. Feddon, his wife, to Howard S. Kuhn, Jr. and Ruth L. Kuhn, his wife, and Granger B. Menefee and Mildred C. Menefee, his wife.

2. Deed dated October 18, 1955 and recorded among the aforesaid Land Records in Liber G.T.C. No. 974, folio 215 from Granger B. Menefee and Mildred C. Menefee, his wife.

7700

RECORDATION TAX ACT OF 1947 $22.00

RECORDATION TAX ACT OF 1947 $55.00

FILED PLAINTIFF'S EXHIBIT A

1964 JAN 29 AM 9:32

2

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

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

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

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

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the covenants or conditions hereof for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date

thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment; (11) that it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums on the first day of each month, as part of the regular monthly payment, by payment of a sum equal to one-twelfth (1/12) of such annual mortgage guaranty insurance premium in accordance with the provisions of (1) of the aforegoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor hereby agrees to repay the Mortgagee for such amount so advanced by the Mortgagee for such single premium.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of $350.00 .....Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

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

WITNESS:

James D. Laudeman, Jr.

Howard S. Kuhn, Jr. (SEAL)

..... (SEAL)

Ruth L. Kuhn (SEAL)

..... (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT: BOOK 1521 PAGE 91

On this 1st day of November, 19 61, before me, a Notary Public of said State, personally appeared

Howard S. Kuhn, Jr. and Ruth L. Kuhn, his wife,

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that they executed the same for the purposes therein contained, ~~as the duly authorized Vice President of said corporation, by signing the name of the corporation by himself as Vice President~~. At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

400

James D. Laudeman, Jr.
Notary Public

JAMES D. LAUDEMAN, JR. NOTARY PUBLIC

My commission expires May 6, 1963

Rec'd for record Nov. 3 1961 at 10:57 A.M.

Mailed to The Colonial Title Guarantee Co.

4

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

HOWARD S. KUHN, JR., AND

RUTH L. KUHN, HIS WIFE

IN THE

BOOK 153 PAGE 514

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY 16,114

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Howard S. Kuhn, Jr., andRuth L. Kuhn, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **1st** day of **November** 19**61** and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C. No. 1521** Folio **88** .

Amount of Mortgage		$35,000.00
Less - amount paid on principal		4,984.55
		30,015.45
Plus - interest to 1/27/64		627.16
		30,642.61
Less - balance in expense account		206.87
		30,435.74

30,015.45
206.87
29808.58

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **27th** day of **January** in the year nineteen hundred and **sixty-four** before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared **Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association** holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

WITNESS my hand and Notarial Seal.

FILED

1964 JAN 29 AM 9:32

Clara M. Link

Clara M. Link **Notary Public**

6

2157-99

BOOK 153 PAGE 515

WALTER S. CALWELL, Attorney Named in Mortgage	:	
VS.	:	IN THE CIRCUIT COURT
	:	FOR
HOWARD S. KUHN, JR., AND RUTH L. KUHN, his wife	:	ANNE ARUNDEL COUNTY
	:	(In Equity) 16,114

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 27th day of January 19 64 before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Eugene K. Reilly Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

(1) Said Defendant(s) are not in the Military Service of the United States of America;

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

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

(4) Said Defendant(s)are not a member(s) of the Enlisted Reserve Corps who have been ordered to report for Military Service.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Eugene K. Reilly
Affiant
Eugene K. Reilly Vice President

7

FILED

1964 JAN 29 AM 9:32

CALLAHAN AND CALDWELL
Solicitors
Baltimore Federal Building
Fayette & St. Paul St.
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE FEE SIMPLE BUSINESS PROPERTY

KNOWN AS BROOKWOOD FARMS DAIRY, AT RIVIERA BEACH, FORT SMALLWOOD ROAD

Under and by virtue of the power and authority contained in a Mortgage from Howard S. Kuhn, Jr., and Ruth L. Kuhn, his wife to Baltimore Federal Savings and Loan Association, dated November 1st, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1521 folio 88 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

MONDAY, FEBRUARY 17th, 1964 AT TWO P.M.,

all that PARCEL of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, and described as follows:

BEING known and designated as Lots Nos. 5, 6, and 7, Section "D" as shown on the Plat entitled, "Section 'D', Rock Hill, also Revised Layout, Sec. 'C'" dated June, 1941, by J. R. McCrone, Jr., Surveyor, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 17, folio 45. Said property having a frontage on the southeast side of Fort Smallwood Road of 200 feet with a depth of approximately 242 feet along Creek Road, containing over an acre of land.

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

Subject to restrictive covenants contained in a Deed from The Riviera Beach Development Company to Arthur F. R. Johansen and wife, dated May 11th, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 358 folio 491, and any other restrictive covenants and Utility Agreements of record, affecting the property.

The impdovements consist of a 1 story masonry building, drive-in facilities, and formerly operated as a dairy products, restaurant and milk bar business.

No. 8

BOOK 153 PAGE 516 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

16102

16114

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 14, 1964

We hereby certify, that the annexed

Attorney's Sale

Howard S. Kuhn, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of February, 1964. The first insertion being made the 30th day of January, 1964.

FILED

1964 FEB 14 PM 4:08

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

TERMS OF SALE: A cash deposit of $2500.00 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.

NOTE:—this sale comprises real estate only, however, chattels and other personal property on the premises will be sold by the Receiver, at separate sale, on the above date, following this sale: Receiver's sale presently advertised.

WALTER S. CALWELL,
Attorney Named in Mortgage

A. J. BILLIG & CO.
Auctioneer

F-13

No 16114 Equity

Mortgagee and Attorney's Bond.

1-369

BOOK 12 PAGE 325

BOOK 153 PAGE 518

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOND NO: 0466-0274-0207-64

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 THIRTY THOUSAND FIVE HUNDRED AND NO/100 ----- ($30,500.00) ----- Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 13th day of February in the year nineteen hundred and sixty-four

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Howard S. Kuhn, Jr. and Ruth L. Kuhn, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 1st day of November nineteen hundred and sixty-one and recorded among the Land Records of Anne Arundel County, in Liber GTC No. 1521, Folio 88 ~~and~~ XXX

Ft. Smallwood Road and Creek Road - Anne Arundel Co., Md.

is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara M. Link
~~XXXXX~~
Witness as to Surety:
J. McDuffie
J. McDuffie

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

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1964 FEB 17 AM 9:48

Bond approved this 17 day of February, 1967
Louis N. Phipps, Clerk

BOOK 153 PAGE 519

STATE OF MARYLAND, Baltimore County, , Sct.:

I HEREBY CERTIFY, That on this 17th DAY OF February 19 64, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~Baltimore~~ Baltimore Co., State - - - - - AFORESAID, personally appeared CALVIN S. & LEONETTE M. SHILLING, 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 fee simple property known as Brookwood Farms Dairy mentioned in the said Report of Sale. Riviera Beach, Ft. Smallwood Rd., A.A.Co., Md.

Calvin S. Shilling

Leonette M. Shilling

Purchaser

Jack F. Bixler

Notary Public

(Rule BR 6-2 Sale of Real Property or Chattels Real and BR 6-C-3 Affidavit of Purchaser) Page 519 & 520

FILED

1964 FEB 20 PM 3:54

10

No 16114

dditional Mortgagee and Attorney's Bond.

I-369

BOOK 153 PAGE 520

LIBER 12 PAGE 335

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N. Y.

ADDITIONAL BOND NO: 0466-0274-0207-64

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 SEVENTY-EIGHT HUNDRED AND NO/100 ----- ($7800.00) ----- Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 18th day of February in the year nineteen hundred and sixty-four

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Howard S. Kuhn, Jr. and Ruth L. Kuhn, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 1st day of November nineteen hundred and sixty-one and recorded among the Land Records of Anne Arundel County, in Liber GTC No. 1521, Folio 88, ~~and~~ XXX

Ft. Smallwood Road and Creek Road - Anne Arundel County, Md

is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Walter S. Calwell (Seal)

(Seal)

(Seal)

~~XXXXX~~
Witness as to Surety:
J. McDuffie

NEW AMSTERDAM CASUALTY COMPANY

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

1964 FEB 20 PM 3:54

Bond approved this 20th day of February, 1964

Louis N. Phippa, Clerk

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
	:	(In Equity) No. 16114
HOWARD S. KUHN, JR., AND RUTH L. KUHN, HIS WIFE	:	
	:	

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 1st, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1521 folio 88 from said Howard S. Kuhn, Jr., and Ruth L. Kuhn, 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 17th day of February, 1964 at two P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known and designated as Lots Nos. 5, 6 and 7, Section "D" as shown on the Plat entitled, "Section 'D', Rock Hill, also Revised Layout, Sec.'C' dated June, 1941, by J.R. McCrone, Jr., Surveyor, which Plat is recorded among the Land Records of Anne Arundel Coujnty in Plat Book 17 folio 45; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Fayette & St. Paul St.
Baltimore 2, Md.

Attorney's Sale
OF VALUABLE
FEE SIMPLE
BUSINESS PROPERTY

12

FILED
1964 FEB 20 PM 3:54

KNOWN AS BROOKWOOD FARMS DAIRY, AT RIVIERA BEACH, FORT SMALLWOOD ROAD

Under and by virtue of the power and authority contained in a Mortgage from Howard S. Kuhn, Jr. and Ruth L. Kuhn, his wife to Baltimore Federal Savings and Loan Association, dated November 1st, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.G. No. 1521 folio 88 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

MONDAY, FEBRUARY 17th, 1964 AT TWO P.M.,

all that PARCEL of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, and described as follows:-

BEING known and designated as Lots Nos. 5, 6, and 7, Section "D" as shown on the Plat entitled, "Section 'D', Rock Hill, also Revised Layout, Sec. 'C'," dated June, 1941, by J. R. McCrone, Jr., Surveyor, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 17, folio 45. Said property having a frontage on the southeast side of Fort Smallwood Road of 200 feet with a depth of approximately 242 feet along Creek Road, containing over an acre of land.

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

Subject to restrictive covenants contained in a Deed from The Riviera Beach Development Company to Arthur F. R. Johansen and wife, dated May 11th, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 358 folio 491, and any other restrictive covenants and Utility Agreements, of record, affecting the property.

The impdovements consist of a 1 story masonry building, drive-in facilities, and formerly operated as a dairy products, restaurant and milk bar business.

TERMS OF SALE: A cash deposit of $2500.00 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.

NOTE:—This sale comprises real estate only, however, chattels and other personal property on the premises will be sold by the Receiver, at separate sale, on the above date, following this sale: Receiver's sale presently advertised.

WALTER S. CALWELL,
Attorney Named in Mortgage

A. J. BILLIG & CO.,
Auctioneer

F-13

Twenty-five

BY TERMS OF SALE, a cash deposit of ~~Five~~ Hundred ($2500.00) 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 Calvin S. Shilling and Leonette M. Shilling, his wife, in fee simple, at and for the sum of Thirty-eight Thousand three Hundred ($38,300.00) Dollars, said purchaser being then and there the highest bidders.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 18th day of February, 1964 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link, Notary Public

ORDER NISI

BOOK 153 PAGE 523

WALTER S. CALWELL, Attorney Named in Mortgage

versus

HOWARD S. KUHN, JR. and RUTH L. KUHN, his wife.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,114 Equity

Ordered, this 21st day of February, 1964, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of Marchl next.

The report states that the amount of sale was $ 38,300.00.

Louis N. Phipps Clerk.

True Copy,
Walter S. Calwell, Atty.

TEST: Clerk.
For the Maryland Gazette(Feb. 27th Edition)

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

HOWARD S. KUHN, JR. and RUTH L. KUHN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of April, 1964 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

1964 APR -1 PM 12:42

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,114 EQUITY
WALTER S. CALWELL,
Attorney Named in Mortgage,
VERSUS
HOWARD S. KUHN, JR., and RUTH L. KUHN, his wife.

Ordered this 21st day of February, 1964, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th day of March next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of March next.

The report states that the amount of sale was $38,300.00.

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

LOUIS N. PHIPPS, Clerk

M-19

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 524

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 20, 1964

We hereby certify, that the annexed

Order Nisi

Eq. 16,114

Howard S. Kuhn, Jr. et al

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of March, 1964. The first insertion being made the 27th day of February, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

1964 MAR 23 PM 3:06

No. M. G. 6468

By H. Tilghman

15

BOOK 153 PAGE 525

In the Case of

Walter S. Calwell, Attorney Named in Mortgage

vs.

Howard S. Kuhn, Jr. & Ruth L. Kuhn, his wife

In the

Circuit Court

For

Anne Arundel County

No. 16,114 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
1964 APR 30 PM 3:58

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 18th day of May, 1964, 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: R. E. Wayson, deputy

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1964 MAY 18 PM 3:07

K

Dr. Mortgaged Real Estate of Howard S. Kuhn, Jr. & Ruth L. Kuhn, his wife

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

				Cr.
By	Amount of Sale, as per Attorney's Report			
	of Sale filed		38,300 00	
	Interest, 6%, on deferred payment,			
	$35,800.00, from 2/17/64 to 4/6/64		273 03	
	Adjustment, 1964 taxes		370 34	
	" , 1964 sanitary charges		102 94	
				39,046 31
To	Attorney, for fee, viz	350 00		
"	" , for commissions, viz	1,046 00		
			1,396 00	
"	Attorney, for Court costs, viz			
	Plaintiff's Solicitor, appearance fee	10 00		
	Clerk, Court costs	38 75		
	Sheriff, Baltimore City	8 00		
	Auditor, this account	35 00		
			91 75	
"	Attorney, for expenses, viz			
	The Capital-Gazette Press, Inc.			
	Advertising & Nisi - sale	91 14		
	Sunpapers - advertising - sale	170 00		
	New Amsterdam Casualty Co. - bond	153 20		
	A. J. Billig & Co. - auctioneer's fee	951 00		
	Notary fees	2 50		
	Adjustment - water bill & allowance	33 05		
	" - 1964 sanitary charges	118 42		
	" - 1964 taxes	429 98		
			1,949 29	
"	Baltimore Federal Savings & Loan Assoc.,			
	Mortgagee, in full, for mortgage claim	30,435 74		
	Interest, 5 3/4%, on principal $29,808.58,			
	from 1/28/64 to 5/15/64	509 37		
			30,945 11	
"	First Nat'l Bank of Md.; on account of			

claim filed	4,664	16		
			4,664	16
				39,046	31

PETITION FOR FORECLOSURE

BOOK 153 PAGE 528

FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF BROOKLYN
Regional Shopping Center
P. O. Box 2858
Baltimore 25, Maryland

vs.

JOHN O. KNIGHT and
JEANETTE KNIGHT, his wife
5309 Ballman Avenue
Baltimore 25, Maryland and
MISSOURI VORENA HEATHERLY
4625 Pennington Avenue
Baltimore 25, Maryland

IN THE

CIRCUIT COURT

FOR
~~XXXXX~~
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
(In Equity) No. 16,162

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s

That on the 13th **day of** November **A. D. 1962 the defendant executed and delivered to** First Federal Savings and Loan Association of Brooklyn **a mortgage upon certain** fee simple **property in** Anne Arundel County ~~XXXXXXXXXXXXXXXX~~, **therein described, to secure the payment of the mortgage debt of $**18,400.00 **and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.**

That default has occurred in the performance of this Mortgage and in payment of the debt now due the Plaintiff and secured by the aforesaid Mortgage.

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

And as in duty, &c.

Harold M. Vick

Harold M. Vick
2 E. Lexington Street
Baltimore 2, Maryland (PL 2-6897)
Attorney for Plaintiff

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1964 FEB 17 AM 9:28

98380 1396 PAGE 156 BOOK 153 PAGE 529

CITY OR COUNTY FEE OR LEASEHOLD ~~BOOK 1611 PAGE 491~~ Equity No 16,162

This Mortgage, made this 13th day of November,

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

JOHN O. KNIGHT and JEANETTE KNIGHT, his wife (also known as (Willie Jeanette Knight) and MISSOURI VORENA HEATHERLY 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

JOHN O. KNIGHT and JEANETTE KNIGHT, his wife, and MISSOURI VORENA HEATHERLY

the sum of EIGHTEEN THOUSAND FOUR HUNDRED----------(18,400.00)------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 Eighteen One Hundred ~~Dollars~~ And 56/100-----(118.56)--------- 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:

B

UNLOCATED

BEGINNING for the same on the East side of Ballman Avenue as now laid out at a point 18 feet Northwesterly from the intersection of the East side of Ballman Avenue and the North 66 degrees 30 minute East 60.4 perch line of a tract of land described in a Deed dated April 6, 1936 from Alice V. Edwards to Christian Frederick Ballman and Anna M. Ballman, his wife, recorded in FAM 154, folio 572, and running thence Northwesterly binding on the East side of Ballman Avenue 75 feet and running thence North 66 degrees 30 minutes East parallel to said 60.4 perch line 244 feet to the West side of a 10 foot alley there to be laid out and running thence Southeasterly parallel with Ballman Avenue and binding on the West side of said alley with the use thereof in common with others 75 feet to the Northwest side of an 18 foot road there laid out, and thence Southwesterly parallel with said 60.4 perch line and binding on the Northwest side of said 18 foot road above referred to 244 feet more or less. The improvements thereon being known as No. 5309 Ballman Avenue.

BEING the same lot of ground and premises which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by George W. Rice and wife unto the within named Mortgagors.

A

7202

BEGINNING for the same on the east side of Pennington Avenue at the distance of 172' 2" southerly from the corner formed by the intersection of the East side of Pennington Avenue and the South side of Elm Street, which place of beginning is at the center of a partition wall there situate and running thence South binding on the East side of Pennington Avenue 13' 10" and thence Easterly 85' to the West side of an alley 15' wide there situate, thence Northerly binding thereon 13' 10" and thence Westerly and through the center of the first partition wall mentioned in the description of this Lot 85' to the place of beginning, formerly known as 1004 Pennington Avenue, and now known as 4625 Pennington Avenue.

BEING the same lot of ground and premises described in a Deed from

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2

"Petitioner's Exhibit No. 1."

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1396 PAGE 157 BOOK 153 PAGE 530

~~BOOK 1611 PAGE 492~~

Mary McAllister and husband to the said Missouri Vorena Heatherly and Willie Jeanette Knight (formerly Willie Jeanette Shank) dated June 10, 1960 and recorded among the Land Records of Baltimore City in Liber JFC 886, folio 522. The said Willie Jeanette Shank having since intermarried with the said John O. Knight.

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

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

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

And the said Mortgagor covenants with the said Mortgagee as follows:

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

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

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided.

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

1396 PAGE 158

BOOK 153 PAGE 531

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 $100.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

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

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

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

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

Witness the hand and seal of the said Mortgagor.

WITNESS:

Barbara G. Yeager
Barbara G. Yeager

John O. Knight (SEAL)
John O. Knight

Jeanette Knight (SEAL)
Jeanette Knight

Missouri Vorena Heatherly (SEAL)
Missouri Vorena Heatherly

(SEAL)

BOOK 1611 PAGE 494

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13th day of November Balto Co., 1962, before me, the subscriber, a Notary Public, of the State of Maryland, in and for ~~the City aforesaid~~, personally appeared JOHN O. KNIGHT and JEANETTE KNIGHT, his wife, & MISSOURI VORENA HEATHERLY---------- 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.

1000

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

Barbara G. Yeager
Barbara G. Yeager, Notary Public

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Rec'd for record Nov. 15, 1962 at 10:00 A.M.

Mailed to Rowe, Rowe & Vick

REC'D FOR RECORD NOV 28 1962 2-10 P.M. & RECORDED IN THE LAND RECORDS OF BALTIMORE CITY, LIBER J.F.C. 1396 PAGE 156 JAMES F. CARNEY, CLERK

STATEMENT OF MORTGAGE CLAIM

BOOK 153 PAGE 532

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

vs.

JOHN O. KNIGHT and JEANETTE KNIGHT, his wife and MISSOURI VORENA HEATHERLY

IN THE

CIRCUIT COURT

FOR ~~XXXXX~~ ANNE ARUNDEL COUNTY ~~XXXXXXXXXXXXXX~~

(In Equity) No. 16,167

STATEMENT OF MORTGAGE DEBT

Property - 5309 Ballman Avenue

Original Amount of Loan	$18,400.00
Less: Payments to Principal	80.08
	$18,319.92
Interest to 2/29/64	340.95
	$18,660.87
Debit Expense Account	226.22
	$18,887.09

18,319.92
226.22
18546.14

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 14th day of February in the year nineteen hundred and sixty-four, before me, a Notary Public of the State of Maryland, in and for ~~XXXXXXXXXXXXXXXX~~ Anne Arundel County personally appeared George G. Freyman, Executive Vice President of First Federal Savings & Loan Association of Brooklyn the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

FILED

1964 FEB 17 AM 9:28

As witness my hand and Notarial Seal,

Joyce F. Gulley - *Notary Public.*

JOYCE F. GULLEY NOTARY PUBLIC Anne Arundel County, Md.

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

BOOK 153 PAGE 533

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

vs.

JOHN O. KNIGHT and JEANETTE KNIGHT, his wife and MISSOURI VORENA HEATHERLY

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

(In Equity) No. 16,162

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared George G. Freyman, Executive Vice-President of First Federal Savings & Loan Association of Brooklyn and made oath in due form of law that he ~~(she)~~ knows the defendant~~s~~ herein, and that to the best of his ~~(her)~~ information, knowledge and belief

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

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

(3) said defendant ~~has not~~ have 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~~ are not members of the Enlisted Reserve Corps who has been ordered to report for military service.

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

Subscribed and sworn to before me this 6th day of February 1964.

Joyce F. Gulley
Notary Public

JOYCE F. GULLEY NOTARY PUBLIC Anne Arundel County, Md.

FILED

1964 FEB 17 AM 9:28

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BOOK 153 PAGE 534

DECREE FOR SALE OF MORTGAGE PREMISES

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

vs.

JOHN O. KNIGHT and JEANETTE KNIGHT, his wife and MISSOURI VORENA HEATHERLY

IN THE

CIRCUIT COURT

FOR ~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY

(In Equity) No. 16,162

_____ 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 17th day of February, in the year nineteen hundred and sixty-four, by the Circuit Court of Baltimore City, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that 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 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 two weeks'~~ notice by advertisement, inserted in such daily newspaper or newspapers published in ~~Baltimore City~~ Anne Arundel County, as

* ~~he shall think proper~~ of the time, place, manner and terms of sale, which shall be ~~one third cash, the balance in six and twelve months~~ for all cash ~~as the purchaser~~ may elect, the credit payment to bear interest from the day of sale and to be secured by ~~the note or notes of the purchaser or purchasers endorsed to the satisfaction of the said Trustee;~~ and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs 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.

* at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale, (Md. Rule W 74 - 2 (i)

FILED
1964 FEB 18 AM 9:44

D. Byron Dunkelt
Judge

8

New Amsterdam Casualty Company

A STOCK COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

BOOK 153 PAGE 535

No. 16,162 Equity

BOND NO: 0466-0160-0407-64

LIBER 12 PAGE 349

Know All Men By These Presents:

THAT WE, Harold M. Vick - 2 E. 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 EIGHTEEN THOUSAND AND NO/100 -------- Dollars ($ 18,000.00 ---), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 9th day of March in the year of our Lord one thousand nine hundred and sixty-four

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, Maryland

has been appointed trustee to sell property #5309 Ballman Avenue - Anne Arundel County, Maryland mentioned in the proceedings in the case of

First Federal Savings and Loan Association of Brooklyn

vs.

John O. Knight and Jeanette Knight and Missouri Varinena Heatherly

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

Carole N. Wright

Harold M. Vick (SEAL)
Harold M. Vick

(SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

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

XXXXXX Witness as to Surety:

J. McDuffie

J. McDuffie

1-307-Md. Trustee—Receiver 500-9-51

FILED
1964 MAR 11 PM 12:05

Bond approved this 11th day of March 1964

Louis N. Phipps, Clerk

Rowe, Rowe & Vi[illegible] Attorneys
2 E. Lexingto[illegible] treet
Baltimore 2, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

KNOWN AS 5309 BALLMAN AVENUE, BALTIMORE 25, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County in Equity No. 16,162, the undersigned Trustee will sell at Public Auction on the premises on :

FRIDAY, MARCH 13, 1964 at 3:00 O'CLOCK P.M.

all that lot of ground and the improvement thereon, situate in Anne Arundel County, and described as follows :

BEGINNING for the same on the East side of Ballman Avenue as now laid out at a point 18 feet Northwesterly from the intersection of the East side of Ballman Avenue and the North 66 degrees 30 minutes East 60.4 perch line of a tract of land described in a Deed dated April 6, 1936 from Alice V. Edwards to Christian Frederick Ballman and Anna M. Ballman, his wife, recorded in FAM 154, folio 572, and running thence Northwesterly binding on the East side of Ballman Avenue 75 feet and running thence North 66 degrees 30 minutes East parallel to said 60.4 perch line 244 feet to the West side of a 10 foot alley there to be laid out and running thence Southeasterly parallel with Ballman Avenue and binding on the West side of said alley with the use thereof in common with others 75 feet to the Northwest side of an 18 foot road there laid out, and thence Southwesterly parallel with said 60.4 perch line and binding on the Northwest side of said 18 foot road above referred to 244 feet more or less. The improvements thereon being known as No. 5309 Ballman Avenue.

THE IMPROVEMENTS consist of a two story brick and frame dwelling eight rooms and two baths, hot air oil heat.

TERMS OF SALE: Cash deposit $1,500.00 at time and place of sale, balance upon ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest from day of sale to day of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale. Subject also to such covenants, conditions and restrictions of record, if any, as may affect said lot of ground.

HAROLD M. VICK
Trustee

T. C. W. HOBBS
Auctioneer M-12

[illegible] MAR 16 PM 9 55

10
No.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 536

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 14, 1964

We hereby certify, that the annexed

Trustee's Sale

5309 Ballman Ave, Eq. 16,162

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of March, 1964. The first insertion being made the 20th day of February, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Trustee Sale
5309 BALLMI. AVE BALTO. 25 MD

Mar. 13-64

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.

HAROLD M. VICK
Trustee
Sold for $17,300.00

(Signed) T. W. Hobbs
3/13/64 Auctioneer

Sworn to and subscribed before me, a Notary Public for the ~~City of Baltimore,~~ Anne Arundel Co. State of Maryland, this 17th day of March, 1961.

JOYCE F. GULLEY NOTARY PUBLIC Anne Arundel County, Md.

Joyce F. Gulley
Notary Public

FILED
1964 MAR 19

BOOK 153 PAGE 537

11

Trustees Sale
5309 Ballman ave. Balto 2 Md BOOK 153 PAGE 538
In Fee Simple Mar. 13-1964
Sold for % HAROLD. M. VICK
CIRCUIT COURT. TRUSTEE
A.A. Co IN EQUITY #16,162

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 13th day of March, 1964 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 Assn of Brooklyn by Fred Pitt, 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 5309 Ballman ave In Fee Simple mentioned in the said Report of Sale.

Fred Pitt Secty (SEAL) T. W. Hobbs
Purchaser Notary Public

Sold for
$17,300.00

My Commission Expires June 7-1965

12

FILED
1964 MAR 19 AM 10:17

REPORT OF SALE

BOOK 153 PAGE 539

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

vs.

John O. Knight and Jeanette, his wife and Missouri Vorena Heatherly

IN THE

CIRCUIT COURT

FOR ~~XXXXX~~ ANNE ARUNDEL COUNTY ~~XXXXXXXXXXX~~

(In Equity)

NO. 21393

No. 16,162 Equity

To The Honorable Judge of the Circuit Court ~~xxxxxxxxxxx~~ FOR ANNE ARUNDEL COUNTY

The Report of Sale of Harold M. Vick Trustee appointed by the decree in the above entitled cause, to make sale of the leasehold property

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

MARYLAND GAZETTE

daily newspaper published in ~~XXXXXXXXXXX~~ ANNE ARUNDEL COUNTY for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday the 13th day of March 1964 at 3 o'clock P. M. attend on the premises and then and there sold to

First Federal Savings & Loan Association of Brooklyn, the property known as 5309 Ballman Avenue, Anne Arundel County, Maryland, the purchase price of said property being Seventeen Thousand, Three Hundred ($17,300.00) Dollars, said purchaser being the highest bidder therefor.

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 18th day of March 1964 before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~XXXXXXXXXXX~~ 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

1964 MAR 19 AM 10:13

13

ORDER NISI

BOOK 153 PAGE 540

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

versus

JOHN O. KNIGHT and JEANETTE KNIGHT, his wife, and MISSOURI VORENA HEATHERLY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,162 Equity

Ordered, this 19th day of March, 19 64, 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 27th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of April next.

The report states that the amount of sale was $ 17,300.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Harold M. Vick, Atty.
(Final Order)

For the Maryland Gazette(Mar. 26th Edition)

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

versus

JOHN O. KNIGHT and JEANETTE KNIGHT, his wife MISSOURI VORENA HEATHERLY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 29th day of April, 1964 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bowie Duckett
JUDGE.

FILED

1964 APR 29 AM 11:01

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,162 Equity

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

versus

JOHN O. KNIGHT and JEANETTE KNIGHT, his wife and MISSOURI VORENA HEATHERLY

Ordered, this 19th day of March, 1964, 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 27th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of April next.

The report states that the amount of sale was $17,300.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
A-16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 541

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 18, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,162
John O. Knight

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of April, 1964. The first insertion being made the 26th day of March, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

15

FILED
1964 APR 20 PM 4:15

No. M.G. 6389

In the Case of

First Federal Savings & Loan Association of Brooklyn

vs.

John O. Knight & Jeanette Knight, his wife and Missouri Vorena Heatherly

In the

Circuit Court

For

Anne Arundel County

No. 16,162 Equity

To the Honorable, the Judges of said Court:

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

FILED
1964 MAY-1 PM 2:09

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 18th day of May, 1964, 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: R. E. Wayson, deputy

FILED
1964 MAY 18 PM 3:07

16

17

BOOK 153 PAGE 543

Dr. Mortgaged Real Estate of John O. Knight & Jeanette Knight, his wife & Missouri Vorena Heatherly

In Acct. with Harold M. Vick, Trustee

						Cr.	
By	Amount of Sale, as per Trustee's Report						
	of Sale filed			17,300	00		
"	Interest, 6%, on deferred payment,						
	$ from / /64 to / /64			40	33		
"	Adjustment, 1964 taxes			187	30		
						17,527	63
To	Trustee, for fee, viz	100	00				
"	" , for commissions, viz	549	00				
				649	00		
"	Trustee, for Court costs, viz						
	Plaintiff's Solicitor, appearance fee	10	00				
	Clerk, Court costs	28	00				
	Auditor, this account	22	50				
				60	50		
"	Trustee, for expenses, viz						
	The Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	09	00				
	Sunpapers, Advertising - sale	13	30				
	New Amsterdam Casualty Co. - bond	72	00				
	T. C. W. Hobbs - auctioneer's fee	50	00				
	Notary fees	2	00				
	½ Federal & State Revenue stamps	28	87				
				265	17		
"	First Federal Savings & Loan Assoc. of						
	Brooklyn, Mortgagee, on account of mort-						
	gage claim	16,552	96				
				16,552	96		
						17,527	63
	Balance due on mortgage, as per claim						
	filed	18,887	09				
	Interest, 6%, on principal balance,						
	$18,546.14, from 3/1/64 to 5/16/64	231	82				
		19,118	91				

Credit amount allowed above 16,552.96
This amount subject to decree in personam 2,565.95

IN THE MATTER OF THE SALE OF	:	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	:	FOR
OLIVER L. MURRAY, WIDOWER	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 16,084

: :

MR. CLERK:

Please docket the above entitled case, file the Statement of Mortgage Debt, Military Affidavit, original Mortgage and copy of Advertisement.

George E. Rullman
George E. Rullman
Attorney named in Mortgage

FILED
1964 JAN -9 PM 3:09

COUNTY FORM

LIBER 1125 PAGE 39

BOOK 153 PAGE 545

No. 16,084 Equity

This Mortgage, Made this 6th day of June, in the year one thousand, nine hundred and fifty-seven, Between Oliver L. Murray, widower

of Anne Arundel County, in the State of Maryland, Mortgagor, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, ha Sreceived therefrom an advance in the sum of Five Thousand and no/100---------- Dollars, being part of the purchase money for the property hereinafter described; and

WHEREAS, said Mortgagor ha S agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6%) per annum in the manner following:

By the payment of Fifty and no/100---------- Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of July, 19 57, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

It is hereby understood and agreed by the parties hereto that should there be any remaining balance due on said principal debt at the expiration of fifteen years from the date hereof, said balance shall then become due and payable.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said Mortgagor

do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple;

ALL that lot or parcel of land situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland and described as follows:

BEING all of lot No. 12, in Square No. 12 of the subdivision known as Cedarhurst-on-the-Bay, as per the plat of the same, recorded in Plat Book 15, page 11 in the Plat Records of Anne Arundel County. Said lot having a frontage of fifty (50) feet on Grove Avenue with a uniform depth therefrom of One Hundred (100) feet and,

BEING the same property which was conveyed to Oliver L. Murray and Ada Murray, his wife, (since deceased), by the Cedarhurst Realty Co. Incorporated, by deed dated March 15, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 46, folio 214.

1964 JAN -9 PM 3:09

2

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns.

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

And the said Mortgagor , for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor , his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor , his heirs personal representatives and assigns to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor , his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor , by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor , his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor covenant with the said Mortgagee to pay six per cent. (6%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor , himself, his heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

The said Mortgagor covenant that he will warrant specially the title to the property here conveyed, and that he will execute such further assurances as may be requisite.

WITNESS the hand and seal of the said Mortgagor.

Witness:

Barbara Ann Thompson

Barbara Ann Thompson

Oliver L. Murray (SEAL)

Oliver L. Murray

(SEAL)

(SEAL)

(SEAL)

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LIBER 1125 PAGE 41

153 PAGE 547

BOOK 153 PAGE 548

LIBER 1125 PAGE 42

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit

I HEREBY CERTIFY that on this 6th day of June, 19 57 before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Oliver L. Murray, widower the Mortgagor named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be his act. At the same time also appeared George E. Rullman, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

BARBARA ANN THOMPSON NOTARY PUBLIC ANNE ARUNDEL CO.

Barbara Ann Thompson
Barbara Ann Thompson Notary Public.

Rec'd for record June 6 1957 at 2:10 P.M.
Mailed to George E. Rullman

MORTGAGE

FROM

Oliver L. Murray, widower

TO

FIRST
FEDERAL SAVINGS and LOAN
ASSOCIATION
OF
ANNAPOLIS

GEORGE E. RULLMAN
ATTORNEY-AT-LAW
Lee Building
Annapolis, Maryland

S. 550 7.50

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY

1957 JUN -6 PM 2:10

& RECORDED IN LIBER GTC
NO 1125 FOLIO 39
GEO. I. CROMWELL, CLERK

GEORGE W. SCIBLE. . . . . AUCTIONEER

PUBLIC SALE

OF VALUABLE

RESIDENCE PROPERTY

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, ON GROVE AVENUE, CEDARHURST ON THE BAY, IMPROVED BY A FRAME DWELLING CONTAINING FIVE ROOMS, FLOOR HEATER, COMPOSITION ROOF.

Under and by virtue of the power of sale contained in a mortgage from Oliver L. Murray, widower, dated June 6, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1125, folio 39, the undersigned Attorney named in said mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, FEBRUARY 4, 1964

AT 10:30 O'CLOCK, A. M.

the following described property, namely:

ALL that lot or parcel of land situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland and described as follows:

BEING all of lot No. 12, in Square No. 12 of the subdivision known as Cedarhurst-on-the-Bay, as per the plat of the same, recorded in Plat Book 15, Page 11 in the Plat Records of Anne Arundel County. Said lot having a frontage of fifty (50) feet on Grove Avenue with a uniform depth therefrom of One Hundred (100) feet, and

BEING the same property which was conveyed to Oliver L. Murray and Ada Murray, his wife, (since deceased) by the Cedarhurst Realty Co., Incorporated, by deed dated March 15, 1928, and recorded among the Land Records of Anne Arundel County in Liber R.S.R. 46, folio 214.

TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00) on the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

FILED

1964 JAN -9 PM 3:09

GEORGE E. RULLMAN
Attorney named in Mortgage
140 South Street
Annapolis, Maryland
COlonial 3-4433

IN THE MATTER OF THE SALE OF : IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF : FOR
OLIVER L. MURRAY, WIDOWER, : ANNE ARUNDEL COUNTY
: EQUITY NO.

: :

MILITARY AFFIDAVIT

In compliance with Soldiers and Sailors Civil Relief Act of Congress, October, 1940 and Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition.

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

GEORGE E. RULLMAN, being first duly sworn, on oath deposes and says that he is the duly authorized agent of the First Federal Savings and Loan Association of Annapolis, the plaintiff in the above entitled cause, and makes this affidavit in its behalf.

AFFIANT states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress, October, 1940, and Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition, that on behalf of plaintiff, careful investigation has been made to ascertain whether or not the above named defendant is now in the Military Service of the United States and that as a result of said investigation, Affiant has discovered and does hereby make oath that said defendant is not now in the Military Service of the United States, that is to say, said defendant is not a member of the Army of the United States, The United States Navy, the Marie Corps, the Coast Guard, and is not an officer of the Public Health Service detailed by proper authority for duty with any of the branches aforesaid, nor is said defendant under training or education under the supervision of the United States preliminary to induction into the Military Service but is employed as a civilian and not subject to aforesaid.

George E. Rullman
George E. Rullman, Attorney and
Agent - Affiant

SUBSCRIBED AND SWORN to before me, this 9th day of January, 1964.

Madolin Ross
Madolin Ross, Notary Public

My Commission expires May 3, 1965.

NOTARY PUBLIC

FILED
1964 JAN -9 PM 3:09

7

IN THE MATTER OF THE SALE OF	:	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	:	FOR
OLIVER L. MURRAY, WIDOWER	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 16,084

: :

STATEMENT OF MORTGAGE DEBT

Original Principal Amount of Mortgage	$5,000.00
Less payments on account of Principal	1,291.27
Balance due on Principal	3,708.73
Interest, June 1963 thru January 1964	154.01
Total due on mortgage	3,862.74
Add 1962 taxes charged to principal	53.30
" Insurance premium charged to principal	18.00
Total Mortgage Claim	$3,934.04

(No balance in expense account)

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

I hereby Certify that on this 9th day of January, 1964, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JAMES S. VANSANT, JR., Assistant Secretary of First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is correct to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Madolin Ross

Madolin Ross, Notary Public

My Commission expires May 3, 1965.

FILED

1964 JAN -9 PM 3:09

8

F. 21733 1/55

BOOK 153 PAGE 552

No. 16,084 Equity

MORTGAGEES OR ATTORNEYS BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Annapolis, Anne ArundelCounty, State of Maryland, as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE THOUSAND ---------- ($5,000.00)---------- 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 28th day of January, in the year of our Lord 1964

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Oliver L. Murray, widower, to First Federal Savings & Loan Association of Annapolis bearing date the 6th day of June, 1957, and recorded among the ~~mortgage~~ Land records of Anne Arundel County in Liber G.T.C. No. 1125 Folio 39 and

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden GEORGE E. RULLMAN

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden GEORGE E. RULLMAN

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered in the Presence of

Madolin Ross
MadolinRoss

George E. Rullman [SEAL]
George E.Rullman

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch
Rose M. Bausch Attorney-in-fact

As to Surety

Mary F. Whedbee
Mary F. Whedbee

Attorney in fact

Bond approved this 30th day of January, 1964

Louis N. Phipps, Clerk

FILED

1964 JAN 30 AM 10:27

BOOK 12 PAGE 306

9

BOOK 153 PAGE 553

GEORGE W. SCIBLE . . . . . Auctioneer

PUBLIC SALE

OF VALUABLE

Residence Property

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, ON GROVE AVENUE, CEDARHURST ON THE BAY, IMPROVED BY A FRAME DWELLING CONTAINING FIVE ROOMS, FLOOR HEATER, COMPOSITION ROOF.

Under and by virtue of the power of sale contained in a mortgage from Oliver L. Murray, widower, dated June 6, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1125, Folio 39, the undersigned Attorney named in said mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday, February 4, 1964

AT 10:30 O'CLOCK A.M.

the following described property namely:

ALL that lot or parcel of land situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

BEING all of lot No. 12, in Square No. 12 of the subdivision known as Cedarhurst-on-the-Bay, as per the plat of the same, recorded in Plat Book 15, Page 11 in the Plat Records of Anne Arundel County. Said lot having a frontage of fifty (50) feet on Grove Avenue with a uniform depth therefrom of One Hundred (100) feet, and

BEING the same property which was conveyed to Oliver L. Murray and Ada Murray his wife (since deceased), by the Cedarhurst Realty Co., Incorporated, by deed dated March 15, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 46, folio 214.

TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00) on the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

GEORGE E. RULLMAN,
Attorney Named in Mortgage,
140 South Street,
Annapolis, Maryland
COlonial 3-4433

FILED
1964 FEB -5 AM 11:52

01

We Hereby Certify that we bid in the property described on the reverse side hereof at Public Sale at the Court House Door in the City of Annapolis, Maryland, on Tuesday, February 4, 1964, at 10:30 o'clock, a.m., at and for the sum of Three Thousand Five Hundred Dollars ($3,500.00), in the names of Richard K. Leisner and George A. Hanson, We then and there being the highest bidders therefor, and We agree to comply with the terms of sale as expressed on the reverse side hereof.

Richard K. Leisner

George A. Hanson, Purchasers

I Hereby Certify that I, as Auctioneer, did sell the property described on the reverse side hereof at public sale, on Tuesday, February 4, 1964, to Richard K. Leisner and George A. Hanson at and for the sum of Three Thousand Five Hundred Dollars ($3,500.00), they being then and there the highest bidders therefor; I further certify that the sale was fairly made.

George W. Scible, Auctioneer

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

I hereby certify that on this 4th day of February, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Richard K. Leisner and George A. Hanson, Purcharsers of the real estate described on the reverse side hereof and made oath in due form of law:

1. That in this purchase they are not acting as agents for anyone.

2. That there are not other interested persons and they are to hold title to this property as joint tenants.

3. That they have not, directly or indirectly, discouraged anyone from bidding for said property and that the sale was open to all bidders.

Richard K. Leisner

George A. Hanson

WITNESS my hand and Notarial Seal.

FILED

1964 FEB -5 AM 11:52

Madolin Ross, Notary Public

BOOK 153 PAGE 555

IN THE MATTER OF THE SALE OF THE * IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF OLIVER * FOR ANNE ARUNDEL COUNTY
L. MURRAY, WIDOWER * EQUITY NO. 16,084

* *

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Oliver L. Murray, widower, dated June 6, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1125, folio 39, to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door in the City of Annapolis, Maryland, on Tuesday, February 4, 1964, at 10:30 o'clock, a.m., and then and there sold the property to Richard K. Leisner and George A. Hanson at and for the sum of Three Thousand Five Hundred Dollars ($3,500.00), they then and there being the highest bidders therefor, which property is described as follows:

ALL that lot or parcel of land situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

BEING all of Lot No. 12, in Square No. 12 of the subdivision known as Cedarhurst-on-the-Bay, as per the plat of the same, recorded in Plat Book 15, Page 11 in the Plat Records of Anne Arundel County. Said lot having a frontage of fifty (50) feet on Grove Avenue with a uniform depth therefrom of One Hundred feet (100), and

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1964 FEB -5 AM 11:52

12

BEING the same property which was conveyed to Oliver L. Murray and Ada Murray, his wife (since deceased), by the Cedarhurst Realty Co., Incorporated, by deed dated March 15, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 46, folio 214.

AND the said Attorney further reports that he has received from the said purchasers the deposit as required by the terms of sale, and has also received the purchasers' agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00) on the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby Certify that on this 4th day of February, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared GEORGE E. RULLMAN, Attorney as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.

Madolin Ross, Notary Public

My Commission expires May 3, 1965.

13

ORDER NISI

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF OLIVER L. MURRAY, WIDOWER

BOOK 153 PAGE 557

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,084 Equity

Ordered, this 5th day of February, 19 64, That the sale of the property in these proceedings mentioned made and reported by George E. Rullman, Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of March next.

The report states that the amount of sale was $3,500.00

Louis N. Phipps Clerk.

True Copy,

George E. Rullman, Atty.

TEST: Clerk.

For the Evening Capital(Feb.6th Edition)

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF OLIVER L. MURRAY, WIDOWER

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of March, 1964, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George E. Sachse JUDGE.

FILED

1964 MAR 11 AM 10:40

14

Public Sale

Of Valuable Residence - Property

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND ON GROVE AVENUE, CEDARHURST ON THE BAY, IMPROVED BY A FRAME DWELLING CONTAINING FIVE ROOMS, FLOOR HEATER, COMPOSITION ROOF.

Under and by virtue of the power of sale contained in a mortgage from Oliver L. Murray, widower, dated June 6, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1125, folio 39, the undersigned Attorney named in said mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday, Feb. 4, 1964
At 10:30 O'clock, A.M.

the following described property, namely:

ALL that lot or parcel of land situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland and described as follows:

BEING all of lot No. 12 in Square No. 12 of the subdivision known as Cedarhurst - on - the-Bay, as per the plat of the same, recorded in Plat Book 15, Page 11 in the Plat Records of Anne Arundel County. Said lot having a frontage of fifty (50) feet on Grove Avenue with a uniform depth therefrom of One Hundred (100) feet, and

BEING the same property which was conveyed to Oliver L. Murray and Ada Murray, his wife, (since deceased) by the Cedarhurst Realty Co., Incorporated, by deed dated March 15, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. 46, folio 214.

15

TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00) on the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

GEORGE E. RULLMAN
Attorney named in Mortgage
140 South Street
Annapolis, Maryland.
COlonial 3-4433

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 556

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 1, 1964

We hereby certify, that the annexed

Public Sale

Oliver L. Murray

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 4th day of February, 1964. The first insertion being made the 11th day of January, 1964.

FILED

1964 FEB 10 PM 2:40

THE CAPITAL-GAZETTE PRESS, INC.

By R. Tilghman

D

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 556

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 22, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq 16,084

Oliver L. Murray

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of March, 1964. The first insertion being made the 6th day of February, 1964

THE CAPITAL-GAZETTE PRESS, INC.

16 No. E. C. 3244 By H. Tilghman

Order Nisi.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,084 Equity

In the Matter of the Sale of the Mortgaged Real Estate of OLIVER L. MURRAY, Widower

Ordered this 5th day of February, 1964, That the sale of the property in these proceedings mentioned made a reported by George E. Rullman, Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of March next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of March next.

The report states that the amount of sale was $3,500.00

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

F-27

1964 MAR -2 AM 9:39 FILED

In the Case of

The Sale of the Mortgaged Real Estate of

Oliver L. Murray, Widower

vs.

In the

Circuit Court

For

Anne Arundel County

No. 16,084 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
1964 APR 28 PM 3:59

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 14 day of May, 1964, 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
1964 MAY 14 PM 4:31

17

18

Dr. Mortgaged Real Estate of Oliver L. Murray, widower

BOOK 153 PAGE 561

In Acct. with George E. Rullman, Attorney named in Mortgage

				Cr.
By	Amount of Sale, as per Attorney's Report of Sale filed		3,500 00	
	Interest, 6%, on deferred payment, $3,000.00, from 2/4/64 to 4/15/64		36 00	
				3,536 00
To	Attorney, for fee, viz	50 00		
"	" , commissions, viz	135 00		
			185 00	
"	Attorney, for Court costs, viz			
	Plaintiff's Solicitor, appearance fee	10 00		
	Clerk, Court costs	28 00		
	Auditor, this account	22 50		
			60 50	
"	Attorney, for expenses, viz			
	The Capital-Gazette Press, Inc. Advertising & Nisi - sale	95 52		
	Speer Publications, Inc. - handbills	17 00		
	National Surety Corporation - bond	20 00		
	George W. Scible, auctioneer's fee	35 00		
	1963 taxes & interest	118 96		
	Adjustment, 1964 taxes	16 63		
	½ Federal & State Revenue stamps	5 77		
	Notary fees	2 25		
			311 13	
"	First Federal Savings & Loan Association of Annapolis, Mortgagee, on account of Mortgage claim	2,979 37		
			2,979 37	
				3,536 00
	Balance due on Mortgage, as per claim filed	3,934 04		
	Interest, 6%, on principal balance, $3,780.03, from 2/1/64 to 5/15/64	66 30		
		4,000 . 34		

	Credit amount allowed above	2,979	37				
	This amount subject to decree in personam	1,020	97				

BOOK 153 PAGE 563

PETITION FOR FORECLOSURE

CONSOLIDATED SECURITY SAVINGS AND LOAN ASSOCIATION, INC. Assignee	IN THE
	CIRCUIT COURT
vs.	OF
EUDON V. ROBINSON and AUDREY W. ROBINSON, his wife	ANNE ARUNDEL COUNTY
	Equity 15,614 Equity

To The Honorable, the Judge of said Court:

The Petition of the plaintiff, respectfully represents:

That on the 3rd day of July, 1962, A.D. the defendants executed and delivered to Monumental Engineering, Inc., and short assigned to said Plaintiff, a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $7,965.48 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, which mortgage is now in default.

And your petitioners 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.

Burton M. Greenstein

BURTON M. GREENSTEIN
Attorney for Plaintiff

FILED

1963 MAY 22 AM 9:34

ASSIGNMENT OF MORTGAGE.—Form 11.

BOOK 153 PAGE 564
BOOK 1657 PAGE 444

No. 15,614 Equity

This Deed, Made this seventeenth day of April

in the year one thousand nine hundred and sixty-three by Consolidated Security Savings & Loan Association, Inc., A Body Corporate

of Glen Burnie, Anne Arundel County, State of Maryland

WITNESSETH, that in consideration of the sum of One Dollar ($1.00)

Dollars,

the said Consolidated Security Savings & Loan Association, Inc., A Body Corporate

do es hereby grant and assign ~~unto~~ FOR THE PURPOSE OF FORECLOSURE to Burton M. Greenstein, ASSIGNEE

all its right, title and interest in a certain mortgage made to Monumental Engineering, Inc.

by Eudon V. Robinson and Audrey W. Robinson, his wife

dated the 3rd day of July 19 63, and recorded among the Land Records of Anne Arundel County, State of Maryland in Liber E.G.O. No. 1587 Folio 301 , etc., and which mortgage was assigned by Monumental Engineering, Inc. to Consolidated Security Savings & Loan Association, Inc., by assignment dated July 3rd, 1962 and recorded among the Land Records of Anne Arundel County, State of Maryland in Liber E.G.O. 1587, folio 302.

AS WITNESS the corporate hand and seal the day and year first above written.

TESTED: CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC.

Martha A. Taylor, Assistant Secretary

CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC. [SEAL]

BY: C. C. Beam, Jr. [SEAL]
C. C. Beam, Jr., Vice President

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

I Hereby Certify, That on this seventeenth day of April in the year one thousand nine hundred and sixty-three before me, the subscriber, a Notary Public (~~Justice of the Peace~~) of the State of Maryland, in and for the County aforesaid, personally appeared C. C. Beam, Jr., Vice President of Consolidated Security Savings & Loan Association, Inc. and he acknowledged the foregoing Assignment of Mortgage to be the corporate act.

As witness my hand and Notarial Seal.

Hallie G. Miller
Notary Public - ~~Justice of the Peace~~
Hallie G. Miller,

My commission expires May 6, 1963.

Rec'd for record May 22 1963 at 9:36 A.M.
Mailed to Filed in Equity

FILED
1963 MAY 22 AM 9:35

2

3.00

BOOK 1587 PAGE 301 No. 15,614

BOOK 153 PAGE 565

THIS MORTGAGE, Made this 3rd day of July, 1962, by and between

EUDON V. ROBINSON AND AUDREY W. ROBINSON, His Wife

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

MONUMENTAL ENGINEERING, INC., Mortgagee.

WHEREAS, the said Mortgagors are justly indebted to the Mortgagee in the full sum of EIGHT THOUSAND-ONE HUNDRED FORTY AND TWENTY-SEVEN/One Hundredths ----------

Dollars ($8,140.27), and have agreed to repay the said sum in 96 consecutive monthly instalments of $84.79 each, (except the final instalment which shall be the balance then due on this Mortgage), commencing one month from the date hereof and continuing on the same date of each month thereafter until said sum is paid in full, at the office of the said Mortgagee or its assigns, with interest after maturing of the entire balance as herein provided at the rate of 6% per annum, and to secure the payment of which this Mortgage is executed.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, his or its personal representatives, successors or assigns all that lot of ground and premises located in Anne Arundel County, known as Lot 18, Block 3, Oyster Harbor

and more fully described in a Deed dated June 11, 1959, from William E. Schlusemeyer and Adele R. Schlusemeyer, his wife,

recorded among the Land Records of Anne Arundel County, Liber GTC 1306, Folio 302, etc.

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

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

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

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

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hands and seals of said Mortgagors.

WITNESS, as to all:

J. R. Hamilton

Eudon V. Robinson (SEAL)

Audrey W. Robinson (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, That on this 3rd day of July, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Eudon V. Robinson and Audrey W. Robinson, his wife the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time appeared Richard A. Brown, President, who made oath in due form of law that he is the Agent of Monumental Engineering, Inc., the Mortgagee, and duly authorized to make this affidavit, and as said Agent, made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; and I, the subscriber, hereby further certify that the persons named in this acknowledgment are personally known to me to be the same persons mentioned in the caption of the aforegoing Mortgage, who, in my presence, signed and sealed the same.

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

My commission expires May 6, 1963

J. Robert Hamilton, Notary Public

5.00

Recorded Aug. 15, 1962 at 1:04 P.M.

1963 MAY 22 AM 9:34

5

BOOK 1587 PAGE 302

BOOK 153 PAGE 566

ASSIGNMENT

Baltimore, Maryland .....July..... 19...62

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

Consolidated Security Savings & Loan Association, Inc.

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

(Corporate Seal Here.)

TEST:

Evelyn M. Pittinger

Evelyn M. Pittinger, Ass't. Secretary

MONUMENTAL ENGINEERING, INC.

Richard A. Brown ..... (SEAL)

Richard A. Brown, President

..... (SEAL)

Rec'd for record Aug 15, 1962 at 1:04 P.M.

Mailed to Consolidated Security S. + L. Ass'n, Inc.

Mr. Clerk:

Please File.

Burton M. Greenstein

Burton M. Greenstein, Attorney

Amt

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY

1962 AUG 15 PM 1:04

& RECORDED IN LIBER ~~GTC~~ EGO

NO. 1587 FOLIO 302

~~[illegible]~~ CROMWELL, CLERK

Mortgage

FROM

EUDON V. ROBINSON and

AUDREY W. ROBINSON, his wife

TO

MONUMENTAL ENGINEERING, INC.

210 Crain Highway, N.W.

Glen Burnie, Maryland

ASSIGNED TO

CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC.

210 Crain Highway, N.W.

Glen Burnie, Maryland

RECEIVED FOR RECORD on the ..... day of ..... A.D. 19....., at ..... o'clock ..... M., and recorded in Liber ..... one of the Land Records for .....

Clerk.

RECORDED IN LIBER GTC

NO. 1587 FOLIO 306

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY

1962 AUG 15 PM 1:04

17.60

RELEASE

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

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

TEST:

BOOK 153 PAGE 567 No. 15,614 Equity

STATEMENT OF MORTGAGE CLAIM

CONSOLIDATED SECURITY SAVINGS AND LOAN ASSOCIATION, INC.

vs.

EUDON V. ROBINSON and AUDREY W. ROBINSON, his wife

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

Equity

STATEMENT OF MORTGAGE DEBT

AMOUNT DUE ON PRINCIPAL	$7,965.48
INTEREST	366.31
BALANCE DUE	$8,331.79

Consolidated Security Savings and Loan Association, Inc.
by

C. C. Beam, Jr., Vice President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this second day of May, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. C. Beam, Jr., Vice - President of Consolidated Security Savings and Loan Association, Inc., the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal.

Martha A. Taylor
Notary Public - Martha A. Taylor

My commission expires May 6, 1963.

FILED

1963 MAY 22 AM 9:34

6

BOOK 153 PAGE 568

DECREE FOR SALE OF MORTGAGE PREMISES

CONSOLIDATED SECURITY SAVINGS AND LOAN ASSOCIATION, INC.
Assignee

vs.

EUDON V. ROBINSON and
AUDREY W. ROBINSON, his wife

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

Equity No. 15,614 Equity

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

It, is, Thereupon, This 23rd day of May, in the year nineteen hundred and sixty-three, by the Circuit Court of Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forefeiture of said mortgage; that Burton M. Greenstein 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 surety or sureties to be approved by this Court, or by the Clerk of thereof, in the penalty of $8,500.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the County as aforesaid as he shall think proper, of the time, place, manner, and terms of sale, which shall be one-third cash, the balance in six and twelve months (or all cash as the purchaser may elect), the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said trustee shall return to this Court a full and particular account of these 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 be a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his or her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagors 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 be said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse
JUDGE

FILED
1963 MAY 24 PM 12:05

7

Equity No. 15,614

BOOK 12 PAGE 225

The Travelers Indemnity Company

Hartford, Connecticut

(A STOCK COMPANY)

BOOK 153 PAGE 569

KNOW ALL MEN BY THESE PRESENTS, that we Burton M. Greenstein

_____

_____ and THE TRAVELERS INDEMNITY COMPANY, a body corporate of the State of Connecticut, 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 Eighty-Five Hundred and NO/100 Dollars ($8500.00)---------- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents - sealed with our seals and dated this 11th day of November in the year of our Lord one thousand nine hundred and Sixty-Three.

WHEREAS, the above bounden Burton M. Greenstein

_____

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee

_____

mentioned in the proceedings in the case of Consolidated Securities Savings and Loan Association, Inc.

vs.

Endon V. Robinson and Audrey W. Robinson, his wife.

now pending in said Court

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Burton M. Greenstein 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 obligations to be void; otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered

in the presence of

Edythe Worsley Beaman

By: Burton M Greenstein (SEAL)
Burton M. Greenstein

_____ (SEAL)

_____ (SEAL)

THE TRAVELERS INDEMNITY COMPANY

By C. A. Hundley
Attorney-in-Fact
C. A. Hundley, Jr.

Bond approved this 14th day of November, 1963

Louis N. Phipps, Clerk

Trustee-Receiver-
Maryland

FILED

1963 NOV 14 AM 10:11

S-1182

8

BURTON M. GREENSTEIN,
Attorney
20 East Lexington Street
Baltimore 2, Maryland

Trustee's Sale

Of Valuable Fee Simple Property

In the Second Election District, Anne Arundel County, Maryland

Under and by virtue of a decree of the Circuit Court of Anne Arundel County, Maryland in Equity, in a proceeding entitled Consolidated Security Savings And Loan Association, Inc., Assignee, vs. Eudon V. Robinson and Audrey W. Robinson, his wife, (Equity No. 15614), the undersigned Trustee will sell at public auction outside the main front door of the Court House in Annapolis, Maryland, on

Fri., Dec. 6, 1963
at 10:00 A.M.

ALL that lot of ground, and being legally described as follows:

Being known and designated as Lot 18, Block No. 3, as laid out and shown on the Plat entitled "Plat Number 1, Oyster Harbor, near Arundel on the Bay", which Plat was recorded among the Plat Records of Anne Arundel County, April 20, 1950.

TERMS OF SALE: All cash within ten (10) days of ratification thereof by the Circuit Court of Anne Arundel County, Maryland, and a deposit of Five Hundred And 00/100ths Dollars ($500.00) will be required at the time of sale. Conveyancing, recording, notary fees, examination of title, etc., will be at the cost of the purchaser. State and County and other taxes and assessments, etc., shall be adjusted to the date of sale and assumed thereafter by the purchaser.

BURTON M. GREENSTEIN,
Trustee

D-5

9 No.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 570

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 6, 1963

We hereby certify, that the annexed

Trustee's Sale

Eq. 15,614

Eudon V. Robinson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of December, 1963. The first insertion being made the 14th day of November, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963
DEC -9 AM 10:46
By H. Tilghman

BOOK 153 PAGE 571

CONSOLIDATED SECURITY SAVINGS AND LOAN ASSOCIATION, INC.

vs.

EUDON V. ROBINSON and AUDREY W. ROBINSON, his wife

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

Equity No. 15614

AUCTIONEER'S AFFADAVIT

I hereby certify that on this 11th day of December, 1963, personally appeared Robert H. Campbell and made oath in due form of law that the Auctioneer's fee for services in making sale of the property in these proceedings at public auction, in the amount shown on the attached bill, has not been paid and that said Auctioneer has not and will not directly or indirectly make payment of any sum or consideration for the employment to make sale of the said property to any person or persons from whom such employment was secured.

Robert H. Campbell
Auctioneer

Anna Avery Clow
Notary Public

FILED

1963 DEC 27 PM 12:21

10-

CONSOLIDATED SECURITY SAVINGS AND LOAN ASSOCIATION, INC.

vs

EUDON V. ROBINSON and AUDREY W. ROBINSON, his wife

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

Equity No. 15614

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, That on this 19th day of December, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Richard A. Brown President of Consolidated Security Savings And Loan Association, Inc., purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said fee simple property mentioned in the said Report of Sale.

CONSOLIDATED SECURITY SAVINGS AND LOAN ASSOCIATION, INC.

Notary Public Martha A. Taylor

BY: Richard A. Brown President

FILED

1963 DEC 27 PM 12:21

11

BOOK 153 PAGE 573

REPORT OF SALE

CONSOLIDATED SECURITY SAVINGS AND LOAN ASSOCIATION, INC.
Assignee

vs.

EUDON V. ROBINSON and
AUDREY W. ROBINSON, his wife

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

Equity No. 15614

TO THE HONORABLE, the Judge of said Court:

The Report of Sale of Burton M. Greenstein, Trustee, appointed by the decree in the above entitled cause, to make sale of all that lot of ground being known and designated as Lot 18 Block No. 3, as laid out and shown on the Plat entitled "Plat Number 1, Oyster Harbor, near Arundel on the Bay", which Plat was recorded among the Plat Records of Anne Arundel County, April 20, 1950, in the proceedings in said cause mentioned, respectfully shows that after given 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, and manner and terms of sale, by advertisements inserted in The Maryland Gazette, weekly newspaper, published in Anne Arundel County, for more than three successive weeks preceeding the day of sale, said Trustee, Burton M. Greenstein, did pursuant to said notice on Friday, the 6th day of December, 1963, at 10:00 o'clock a.m. attend on the premises of the Court House and then and there sold to Consolidated Security Savings And Loan Association, Inc., said fee simple lot of ground situate in the Second Election District, Anne Arundel County, in the proceedings mentioned and described in the attached advertisement of sale, at and for the sum of $5,200.00 said purchaser to be then and there the highest bidder.

Burton M. Greenstein

FILED

1963 DEC 27 PM 12:21

12

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

BOOK 153 PAGE 574

I HEREBY CERTIFY, That on this 26 day of December, 1963 before me, the subscribed, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Burton M. Greenstein 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.

Estelle D. Greenstein

Notary Public

B. GREENSTEIN NOTARY PUBLIC BALTIMORE, MD.

BURTON M. GREENSTEIN,
Attorney
20 East Lexington Street
Baltimore 2, Maryland

Trustee's Sale

Of Valuable

Fee Simple Property

In the Second Election District, Anne Arundel County, Maryland

Under and by virtue of a decree of the Circuit Court of Anne Arundel County, Maryland in Equity, in a proceeding entitled Consolidated Security Savings And Loan Association, Inc., Assignee, vs. Eudon V. Robinson and Audrey W. Robinson, his wife, (Equity No. 15614), the undersigned Trustee will sell at public auction outside the main front door of the Court House in Annapolis, Maryland, on

Fri., Dec. 6, 1963

at 10:00 A.M.

ALL that lot of ground, and being legally described as follows:

Being known and designated as Lot 18, Block No. 3, as laid out and shown on the Plat entitled "Plat Number 1, Oyster Harbor, near Arundel on the Bay", which Plat was recorded among the Plat Records of Anne Arundel County, April 20, 1950.

TERMS OF SALE: All cash within ten (10) days of ratification thereof by the Circuit Court of Anne Arundel County, Maryland, and a deposit of Five Hundred And 00/100ths Dollars ($500.00) will be required at the time of sale. Conveyancing, recording, notary fees, examination of title, etc., will be at the cost of the purchaser. State and County and other taxes and assessments, etc., shall be adjusted to the date of sale and assumed thereafter by the purchaser.

BURTON M. GREENSTEIN,
Trustee

D-5

13

ORDER NISI

CONSOLIDATED SECURITY SAVINGS AND LOAN ASSOCIATION, INC.
Assignee

versus

EUDON V. ROBINSON and AUDREY W. ROBINSON, his wife

BOOK 153 PAGE 575

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,614 Equity

Ordered, this 27th day of December, 1963, That the sale of the property in these proceedings mentioned made and reported by Burton M. Greenstein, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of February next.

The report states that the amount of sale was $ 5,200.00.

Louis N. Phipps Clerk.

True Copy,
Burton M. Greenstein, Attorney

TEST: Clerk.

For the Maryland Gazette(Jan. 2nd Edition)

(Final Order)

CONSOLIDATED SECURITY SAVINGS AND LOAN ASSOCIATION, INC.
Assignee

versus

EUDON V. ROBINSON and AUDREY W. ROBINSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of February, 1964 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bowie Duckett
JUDGE.

FILED
1964 FEB -5 AM 10:25

14

Burton M. Greenstein Attorney
20 East Lexington Street
Baltimore 2, Md.

Order Nisi.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 15,614 EQUITY

CONSOLIDATED SECURITY SAVINGS AND LOAN ASSOCIATION, INC., Assignee
Versus
EUDON V. ROBINSON and AUDREY W. ROBINSON, his wife

Ordered, this 27th day of December, 1963, That the sale of the property in these proceedings mentioned made and reported by Burton M. Greenstein, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of February next.

The report states that the amount of sale was $5,200.00.

LOUIS N. PHIPPS
Clerk

True Copy, TEST:
LOUIS N. PHIPPS
Clerk

J-23

FILED
1964 JAN 24 AM 11:21
No. M. G. 1830

15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 576

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 24, 1964

We hereby certify, that the annexed

Order Nisi Sale

In re: 15,614

Eudon V. Robinson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of February, 1964. The first insertion being made the 2nd day of January, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 153 PAGE 577

In the Case of

CONSOLIDATED SECURITY SAVINGS and LOAN ASSOCIATION, INC., Assignee

VS.

EUDON V. ROBINSON and AUDREY W. ROBINSON, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 15,614 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.

May 6, 1964

John H. Hopkins, IV, Auditor.

1964 MAY -6 PM 12:36 FILED

FINAL ORDER

ORDERED BY THE COURT, this 22nd day of May, 1964, 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: R E Waysom, deputy

FILED

1964 MAY 22 PM 4:18

16

17

Dr. CONSOLIDATED SECURITY SAVINGS AND LOAN ASSOCIATION, INC., Assignee vs.
EUDON V. ROBINSON and AUDREY W. ROBINSON, his wife,

In Acct. with BURTON M. GREENSTEIN, Trustee

					Cr.	
1963, December 6,						
Proceeds of Sale	5,200	00	5,200	00	5,200	00
					5,200	00
To Trustee for fee in lieu of Commissions, viz:	120	00	120	00		
To Trustee for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	28	00				
Auditor - stating this account	22	50	60	50		
To Trustee for expenses, viz:						
Capital Gazette Press - advertising sale	57	76				
Capital Gazette Press - Order nisi, sale	15	00				
Robert H. Campbell - auctioneer's fee	50	00				
Travelers Indemnity Co. - bond premium	34	00				
Clerk of Court - recording long assignment	3	00				
Martha A. Taylor - notary fees	1	00				
Estelle B. Greenstein - notary fee		50	161	26		
To Consolidated Security Savings and Loan Assn.						
Inc., - this balance on account of claim filed	4,858	24	4,858	24		
					5,200	00
Amount of Mortgage claim filed	8,331	79				
Interest on principal balance of $7,965.48 from						
5/1/63 to 2/5/64 - 280 days @ 6%	366	57				
	8,698	36				
Cr. - amount allowed above	4,858	24				
Balance subject to Decree in Personam	3,840	12				

76558

ZOFIA BIZON, ET. AL : IN THE CIRCUIT COURT NO. 2

VS. : OF BALTIMORE CITY

FIRST POLISH - AMERICAN BUILDING ASSOCIATION, "SOBIESKI," A CORPORATION : Case No. 19787-A

: : : : : : :

Paper #2126

BOOK 153 PAGE 570

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Paul R. Hassencamp and Paul M. Higinbothom, Receivers herein, respectfully represents unto your Honor:

1. That among the assets of this estate is the fee simple property known as Lots Nos. 66, and 67, Sec. A. Cromwell Manor, in Anne Arundel County, Maryland, title to which is now vested in said Receivers by virtue of foreclosure of mortgage, said lots having been bought in by this estate for $1200.00.

2. Said lots and improvements were appraised in this estate at $2250.00 by Mr. William E. Ferguson, a real estate expert, and your petitioners entered into a contract for sale of said property on March 17th, 1941, with Charles W. Meyers and Ethel D. Meyers, his wife, for $2500.00, with a deposit of $100.00, $50.00 a month to be paid thereafter, the whole of the balance due upon said purchase price to be paid in full by November 30th, 1941, said purchasers having assumed to pay all taxes and other charges accruing after March 17th, 1941, taxes and other charges to be adjusted as of March 17th, 1941; and that by the deposit and monthly payments said purchasers have paid the sum of $500.00, leaving balance due of $2,000.00 upon the purchase price with adjustment of taxes and other expenses to be added.

3. Said purchase price is $250.00 more than the appraisal and your petitioners represent that said price is fair and reasonable, and they believe said contract should be ratified and confirmed by this Court, so that upon payment of the balance of said purchase price said Charles W. Meyers and Ethel D. Meyers, his wife, will be entitled to a Deed for said property.

4. Said lots are designated as Lots Nos. 66 and 67, in Section A, on the Plat of Cromwell Manor, which plat is recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 2, fol. 72, &c.

5. No certification is attached as to value of property as said

property is being sold for more than both the appraised price and the price at which it was bought in at public auction for the benefit of this estate.

Wherefore they pray that an order may be passed herein authorizing them to conclude said contract of sale upon the terms and conditions herein set forth, ratifying and confirming said contract, and authorizing them to report a Private Sale of the same.

And as in duty, etc.

EDWARD L. WARD
Counsel for Receivers.

PAUL R. HASSENCAMP

PAUL M. HIGINBOTHOM
Receivers.

Sworn to before me this 29th day of November, 1941, by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, Petitioners.

GORDON S. DUVALL (SEAL)
Notary Public

ORDER

Upon the foregoing petition, it is this 29th day of November, 1941, by the Circuit Court No. 2 of Baltimore City, ORDERED, that Paul R. Hassencamp and Paul M. Higinbothom, Receivers, be and they are hereby authorized to conclude the sale of the fee simple lots known as Lots Nos. 66 and 67, Section A, Cromwell Manor, Anne Arundel County, Maryland, to Charles W. Meyers and Ethel D. Meyers, his wife, for $2500.00, in accordance with the contract of sale between said parties and said Receivers dated March 17, 1941, said parties having paid on account of said purchase price $500.00, leaving balance of $2,000.00, taxes and other charges to be adjusted to March 17, 1941, said purchasers having assumed to pay all taxes and other charges after March 17, 1941, settlement to be made upon ratification of sale; the contract above referred to being hereby ratified and confirmed by this Court.

/s/ ELI FRANK
Judge.

RECEIVERS' REPORT OF PRIVATE SALE, LOTS NOS. 66 AND 67, SEC-A, CROMWELL MANOR, A.A. COUNTY TO CHARLES W. MEYERS AND ETHEL D. MEYERS, HIS WIFE, FOR $2500.00.
Filed 29th November 1941

Paper #2127

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Private Sale made by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, respectfully represents unto your Honor:

1. That in pursuance of the authority contained in an order of this Court dated November 29th, 1941, your Receivers report they have sold at Private Sale unto Charles W. Meyers and Ethel D. Meyers, his wife, the fee simple lots of ground and improvements thereon, known as Lots Nos. 66 and 67, Section A, Cromwell Manor, Anne Arundel County, Maryland, which lots are shown on a Plat of Cromwell Manor, which plat is recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 2, fol. 72 &c., for $2500.00, on which purchase price $500.00 has been paid, leaving a balance of $2,000.00, taxes and other charges to be adjusted as of March 17, 1941, said purchasers having assumed to pay all taxes and other charges accruing after that date, settlement to be made upon ratification of sale herein.

2. They further report that said sale was bona fide and fairly made, in their opinion the highest price obtainable for said property has been procured, and said sale should be ratified by this Court in due course.

Respectfully submitted,

EDWARD L. WARD
Counsel for Receivers.

PAUL R. HASSENCAMP
PAUL M. HIGINBOTHOM
Receivers.

STATE OF MARYLAND, CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY, That on this 29th day of November, 1941, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Paul R. Hassencamp and Paul M. Higinbothom, Receivers of First Polish-American Building Association, "Sobieski," a corporation, and made oath in due form of law that said sale was bona fide and fairly made.

WITNESS my hand and Notarial Seal.

GORDON S. DUVALL (SEAL)
Notary Public

ORDER NISI

Filed 29th November 1941

Paper #2128

ORDERED, That the private sale of the property mentioned in these

proceedings, made to Charles W. Meyers and Ethel D. Meyers, his wife, and reported by Paul R. Hassencamp and Paul M. Higinbothom, Receivers, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 31st day of December, 1941; provided a copy of this order be inserted in some daily newspaper, printed in Baltimore City, once in each of three successive weeks before the 24th day of December, 1941.

The report states the amount of private sale to be $2500.00.

/s/ ELI FRANK

CERTIFICATE OF PUBLICATION

Filed 2nd January 1942

Paper #2192

THE DAILY RECORD

Baltimore, Dec. 15th, 1941

We hereby certify that the annexed advertisement of Order Nisi Circuit Court No. 2 of Baltimore City, Case of Zofia Bizon, et al. vs. First Pol. Am. Bldg. Assn. was published in THE DAILY RECORD, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 24th day of Dec., 1941.

First insertion Dec. 1st, 1941.

THE DAILY RECORD
Per A.W. RITZEL

FINAL ORDER

Filed 2nd January 1942

Paper #2193

ORDERED by the Circuit Court No. 2 of Baltimore City, this 2nd day of January, 1942, 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 order nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

/s/ ELI FRANK

State of Maryland,
City of Baltimore, ss:

I, G. GORDON KIRBY, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original RECEIVERS' PETITION FOR AUTHORITY TO MAKE PRIVATE SALE, LOTS 66, 67, etc. & ORDER; RECEIVERS'REPORT OF PRIVATE SALE, LOTS 66 and 67, etc. and ORDER NISI filed on the 29th Nov., 1941; CERTIFICATE OF PUBLICATION and FINAL ORDER filed and signed on the 2nd day of January, 1942.

now on file in this office in the cause therein entitled ZOFIA BIZON, ET AL vs. FIRST POLISH - AMERICAN BUILDING ASSOCIATION, "SOBIESKI," A CORPORATION.(Case No. 19787-A)

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT NO. 2, this 20th day of May A. D. 19 64

G. Gordon Kirby

G. GORDON KIRBY, *Clerk.*

4 + 5

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR
KARL F. KRUMHEUER, JR.,	:	ANNE ARUNDEL COUNTY
	:	(In Equity) No. 16,175

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 Karl F. Krumheuer, Jr., to Baltimore Federal Savings and Loan Association, dated June 25, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1214, folio 479.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Maryland. 21202

LE 9-6841

FILED

1964 FEB 24 AM 9:43

BOOK 153 PAGE 585

LIBER 1214 PAGE 479

MARYLAND

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

Equity No. 16,175

MORTGAGE

THIS MORTGAGE, made this 25th day of June , A. D. 19 58 , by and between KARL F. KRUMHEUER, JR.

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, evideneed by a promissory note of even date herewith, in the principal sum of FOURTEEN THOUSAND EIGHT HUNDRED SEVENTY-FIVE and 00/100ths Dollars ($ 14,875.00), 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, prineipal and interest being payable at the offiee of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION , in Baltimore, Maryland, or at sueh other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SEVENTY-SEVEN and 60/100ths Dollars ($ 77.60), commeneing on the first day of August , 19 58 , and eontinuing on the first day of eaeh month thereafter until the prineipal and interest are fully paid, exeept that the final payment of prineipal and interest, if not sooner paid, shall be due and payable on ~~XXXXXXXXXX~~ June 24, 1988 XXX . Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whiehever is less.

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

AND WHEREAS, it was a eondition 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, Third Election District, , in the State of Maryland, to wit:

BEING Lot No. 105, Block B, as shown on plat entitled "Blossom Hills, Section 1, Second Amendment", by James D. Hicks and Associates, Registered Surveyors, dated April 1957, and recorded among the Plat Records of Anne Arundel County in Plat Book 29, folio 34.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5

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

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

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

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

Witness: Robert F. Nayden

ROBERT F. NAYDEN

Karl F. Krumheuer Jr. [SEAL]

Karl F. Krumheuer, Jr.

[SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 1214 PAGE 483

I HEREBY CERTIFY, That on this 25th day of June, 19 58, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared KARL F. KRUMHEUER, JR. the above named Mortgagors, and he acknowledged the foregoing mortgage to be his act.

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

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

Robert F. Nayden

ROBERT F. NAYDEN Notary Public.

ROBERT F. NAYDEN NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record June 26 1958 at 2:15 P.M.

Mailed to The Colonial Title Guarantee Co

tion No. 47948

by JEM

ed by Cas

for Record

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

KARL F. KRUMHEUER, JR.,

PLAINTIFF'S "EXHIBIT 'A'"

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	
KARL F. KRUMHEUER, JR.	:	ANNE ARUNDEL COUNTY In Equity - No. 16,175
	:	

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from Karl F. Krumheuer, Jr.,

to Baltimore Federal Savings and Loan Association

dated the 25th day of June 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No 1214 Folio 479

Amount of Mortgage	$14,875.00
Less - amount paid on principal	1,288.33
	13,586.67
Plus - interest to 2/7/64	335.21
	13,921.88
Less - balance in expense account	106.63
	$13,815.25

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 21st day of February 1964 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link

Clara M. Link, Notary Public

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BOOK 153 PAGE 590

WALTER S. CALWELL, Attorney Named in Mortgage	:	
	:	IN THE CIRCUIT COURT
vs.	:	FOR
KARL F. KRUMHEUER, JR.,	:	ANNE ARUNDEL COUNTY
	:	(In Equity) No. 16,175

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 21st day of February 1964 before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of law, that he knows the Defendant(x) herein and that to the best of his information, knowledge and belief;

(1) Said Defendant(xx) is not in the Military Service of the United States of America;

(2) Said Defendant(xx) is not in the Military Service of any Nation allied with the United States of America;

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

(4) Said Defendant(xx) is not a member(x) of the Enlisted Reserve Corps who has been ordered to report for Military Service.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link

Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Charles E. Williams

Charles E. Williams, Affiant
Vice President

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CALLAHAN AN[illegible] ALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Karl F. Krumheuer, Jr., to Baltimore Federal Savings and Loan Association, dated June 25th, 1958 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1214, folio 479 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, MARCH 18th, 1964 at three P.M.

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, at Blossom Hills near Mountain Road at Jacobsville, Lake Shore Area, and described as follows:

BEING Lot No. 105, Block B, as shown on plat entitled "Blossom Hills, Section 1, Second Amendment", by James D. Hicks and Associates, Registered Surveyors, dated April 1957, and recorded among the Plat Records of Anne Arundel County in Plat Book 29, folio 34.

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

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

The improvements consist of a one story frame bungalow, containing 5 rooms (3 bedrooms) 1 bath, forced warm air oil fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage

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

M-12

No. 8

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BOOK 153 PAGE 591

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 14, 1964

We hereby certify, that the annexed

Attorney's Sale

Karl F. Krumheuer

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of March, 1964. The first insertion being made the 27th day of February, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

Equity No 16,175

Mortgagee and Attorney's Bond. 1-369

BOOK 153 PAGE 592

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N.Y.

BOND NO. 0466-0274-0427-64

LIBER 12 PAGE 359

Know All Men by These Presents:

That we Walter S. Calwell & Baltimore Federal Building - Baltimore 2, Maryland as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New-York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of THIRTEEN THOUSAND, NINE HUNDRED AND NO/100 - - - - - - - - - - - - - - - ($13,900.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 16th day of March in the year nineteen hundred and sixty-four.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Karl F. Krumheuer, Jr., to the Baltimore Federal Savings & Loan Association bearing date the 25th day of June nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber GTC No. 1214, Folio 479, and

Lot 105 - Block B - Blossom Hills - Anne Arundel Co., Md.

is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara M. Sink
--Attest.--

Witness as to Surety:
M. Greller
M. Greller

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY
By R. H. Nichols, Attorney-in-fact

Bond approved this 19th day of March, 1964
Louis N. Phipps, Clerk

1964 MAR 12 PM 3 08

WALTER S. CALWELL Attorney Named in Mortgage VS. KARL F. KRUMHEUER, JR.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN Equity No. 16,175

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 18th day of March, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the said City, personally appeared Charles E. Williams Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL
SAVINGS AND LOAN ASSOCIATION

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

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CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Notary Public

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WALTER S. CALWELL Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
KARL F. KRUMHEUER, JR.	:	(In Equity) - No. 16,175
	:	
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated June 25th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1214 folio 479 from said Karl F. Krumheuer, Jr., to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 18th day of March, 1964 at three P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

Being known and designated as Lot No. 105, Block B, as shown on Plat entitled "Blossom Hills, Section 1, Second Amendment", by James D. Hicks and Associates, Registered Surveyors, dated April 1957, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 29 folio 34; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

FILED

1964 MAR 20 AM 9:17

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Karl F. Krumheuer, Jr., to Baltimore Federal Savings and Loan Association, dated June 25th, 1958 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1214, folio 479 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, MARCH 18th, 1964

at three P.M.

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, at Blossom Hills near Mountain Road at Jacobsville, Lake Shore Area, and described as follows:

BEING Lot No. 105, Block B, as shown on plat entitled "Blossom Hills, Section 1, Second Amendment", by James D. Hicks and Associates, Registered Surveyors, dated April 1957, and recorded among the Plat Records of Anne Arundel County in Plat Book 29, folio 34.

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

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

The improvements consist of a one story frame bungalow, containing 5 rooms (3 bedrooms) 1 bath, forced warm air oil fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage

E. T. NEWELL & CO., INC.

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Twelve Thousand ($12,000.00) Dollars, in fee simple, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 19th day of March, 1964 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link, Notary Public

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ORDER NISI

BOOK 153 PAGE 597

WALTER S. CALWELL, ATTORNEY
NAMED IN MORTGAGE

versus

KARL F. KRUMHEUER, JR.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,175 Equity

Ordered, this 20th day of March, 1964, 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 27th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of April next.

The report states that the amount of sale was $12,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty. Maryland Gazette (Mar. 26th, edition)

(Final Order)

WALTER S. CALWELL, ATTORNEY
NAMED IN MORTGAGE

versus

KARL F. KRUMHEUER, JR.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 29th day of April, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse
JUDGE.

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WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
KARL F. KRUMHEUER, JR.,	:	In Equity - No. 16,175

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 ~~xxxxxxxx xxxxxxxx xxxx~~ sold certain fee simple property situated in Anne Arundel County, known as ~~No.~~ Lot No. 105, Block B, on Plat of "Blos~~xxxx~~som Hills, Section 1, Second Amendment", and described in these proceedings to Baltimore Federal Savings and Loan Association.

That the said purchaser has requested your Petitioner to substitute as purchaser in its place and stead, J. S. Gleason, Jr., as Administrator of Veterans' Affairs, who has requested to be so substituted.

WHEREFORE YOUR PETITIONER PRAYS that this Honorable Court pass an Order substituting J. S. Gleason, Jr., Administrator of Veterans' Affairs, as purchaser in the place and stead of Baltimore Federal Savings and Loan Association.

Walter S. Calwell,
Attorney Named in Mortgage

ASSENT

We Hereby assent to the relief prayed in the aforegoing Petition.

Walter S. Calwell,
Attorney Named in Mortgage

BALTIMORE FEDERAL SAVINGS
AND LOAN ASSOCIATION

BY Charles E. Williams
Charles E. Williams
Vice President

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1964 MAR 20 AM 9:18

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ORDER

UPON the aforegoing Petition and Assent, it is hereby this 23rd day of March 196 4

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~~ Lot No. 105, Block B, as shown on the aforementioned Plat County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

O. Bowie Duckett

Judge

FILED

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 16,175 Equity

WALTER S. CALWELL,
Attorney named in Mortgage

versus

KARL F. KRUMHEUER, JR.

Ordered, this 20th day of March 1964, 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 27th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of April next.

The report states that the amount of sale was $12,000.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 153 PAGE 600

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 18, 1964

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 16,175

Karl F. Krumheuer, 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 27th day of April, 1964. The first insertion being made the 26th day of March, 1964.

FILED

1964 APR 20 PM 4:15

No. M. C. 6392

16

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

Walter S. Calwell, Attorney Named in Mortgage

VS.

Karl F. Krumheuer, Jr.

In the

Circuit Court

For

Anne Arundel County

No. 16,175 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 28th day of May, 1964, 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: R. E. Wayson, deputy

FILED

1964 MAY 28 AM 10:40

FILED

1964 MAY 12 AM 11:04

17

Dr. Mortgaged Real Estate of Karl F. Krumheuer, Jr.

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

						Cr.	
By	Amount of Sale, as per Attorney's Report of Sale filed			12,000	00		
"	Interest, 6%, on deferred payment,						
	$11,500.00, from 3/18/64 to 4/30/64			86	00		
						12,086	00
To	Attorney, for fee, viz	50	00				
"	" , for commissions, viz	390	00				
				440	00		
"	Attorney, for Court costs, viz						
	Plaintiff's Solicitor, appearance fee	10	00				
	Clerk, Court costs	31	25				
	Auditor, this account	22	50				
				63	75		
"	Attorney, for expenses, viz						
	The Capital-Gazette Press, Inc.,						
	Advertising & Nisi - sale	75	39				
	New Amsterdam Casualty Co. - bond	55	60				
	E. T. Newell & Co., Inc.-auctioneer's fee	35	00				
	Notary fee	1	25				
	Adjustment, taxes, 1/1/64 to 3/18/64	46	96				
				214	20		
"	Baltimore Federal Savings & Loan Assoc.,						
	Mortgagee, on account of mortgage claim	11,368	05				
				11,368	05		
						12,086	00
	Balance due on Mortgage, as per claim						
	filed	13,815	25				
	Interest, 4 3/4%, on principal balance,						
	$13,480.04, from 2/8/64 to 5/28/64	195	98				
		14,011	23				
	Credit amount allowed above	11,368	05				
	This amount subject to decree in personam	2,643	18				