BOOK 154 PAGE 1

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR
WILLIAM SERENUS NAGLE, and CECELIA C. NAGLE, his wife	:	ANNE ARUNDEL COUNTY
	:	(In Equity) No. 16,176

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 William Serenus Nagle, and Cecelia C. Nagle, his wife to Baltimore Federal Savings and Loan Association dated April 7, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1468, folio 351.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Maryland. 21202

LE 9-6841

FILED

1964 FEB 24 AM 9:43

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 154 PAGE 2
BOOK 1468 PAGE 351

MARYLAND

MORTGAGE

Equity No. 16,176

THIS MORTGAGE, made this 7th day of April, A. D. 19 61, by and between WILLIAM SERENUS NAGLE and CECELIA C. NAGLE, his wife,

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

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TEN THOUSAND NINE HUNDRED NINETY and 00/100ths Dollars ($10,990.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one-quarter per centum (5¼ %) per annum until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SIXTY and 69/100ths Dollars ($ 60.69), commencing on the first day of May, 19 61, 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 91. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 26, Section 4, as shown on the Plat of "Section 4, Sun Valley," dated August 26, 1959, by John E. Harms, Jr. & Associates, Surveyors, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 31, folio 14. The improvements thereon being known as No. 916 Blakistone Road.

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

FILED

1964 FEB 24 AM 9:43

* 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 deseribed property, (provided, however, that the Mortgagor shall be entitled to colleet 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 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:

Range

Refrigerator

Washer and Dryer

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Fifty ($150.00) Dollars, payable half-yearly on the 10th days of February and August, in each and every year.

PROVIDED, That this eonveyance 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 aceordanee with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next sueh installment), or if there be a default in any of the eonditions, 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 exereise 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.

William Serenus Nagle [SEAL]

[SEAL]

Cecelia C. Nagle [SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1468 PAGE 355

I HEREBY CERTIFY, That on this 7th day of April, 19 61, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William Serenus Nagle and Cecelia C. Nagle, 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.

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

11.00

Rec'd for record April 18, 1961, at 11:49 A.M.
Mail to The Colonial Title Guarantee Co.

54527

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(IN EQUITY)

WALTER S. CALWELL
Attorney Named in Mortgage

VS.

WILLIAM SERENUS MAGLE AND
CECELIA C. NAGLE, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR
WILLIAM SERENUS NAGLE, and CECELIA C. NAGLE, his wife	:	ANNE ARUNDEL COUNTY In Equity - No. 16,176

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from WILLIAM SERENUS NAGLE, and CECELIA C. NAGLE, his wife,

to Baltimore Federal Savings and Loan Association

dated the 7th day of April 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No 1468 Folio 351

Amount of Mortgage	$10,990.00
Less - amount paid on principal	345.46
	10,644.54
Plus - interest to 1/28/64	369.39
	11,013.93
Less - balance in expense account	63.23
	$10,950.70

10644.54
63.23
10581.31

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

FILED

1964 FEB 24 AM 9:43

WALTER S. CALWELL, Attorney Named in Mortgage	:	
	:	IN THE CIRCUIT COURT
vs.	:	FOR
WILLIAM SERENUS NAGLE, and CECELIA C. NAGLE, his wife	:	ANNE ARUNDEL COUNTY
	:	(In Equity) 16,176

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

FILED
1964 FEB 24 AM 9:43

7

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from William Serenus Nagle and Cecelia C. Nagle, his wife to Baltimore Federal Savings and Loan Association, dated April 7th, 1961 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1468 folio 351 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction at the Court House Door, in Annapolis on

WEDNESDAY, MARCH 18th, 1964 at 3:40 P.M.

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, in the Development of Sun Valley, and described as follows:

BEING known and designated as Lot No. 26, Section 4, as shown on the Plat of "section 4, Sun Valley," dated August 26, 1959, by John E. Harms, Jr. & Associates, Surveyors, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 31, folio 14. The improvements thereon being known as No. 916 Blakistone Road.

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 Utility Agreements, of recrod, affecting the property.

The improvements consist of a one story frame detached dwelling, containing 5 rooms (3 bedrooms) 1 bath, forced warm air gas fired heat.

TERMS OF SALE: — A cash depost 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

FILED: 1964 MAR 16 PM 9:55

8 No.

OFFICE OF

16176

Maryland Gazette

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

BOOK 154 PAGE 8

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 14, 1964

We hereby certify, that the annexed Attorney's Sale William Serenus Nagle 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 H. Tilghman

Equity 16176

Mortgagee and Attorney's Bond.

I-369

BOOK 154 PAGE 9

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 0466-0274-0428-64

LIBER 12 PAGE 360

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 ELEVEN THOUSAND AND NO/100 - ($11,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors 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 William Serenus Nagle & Cecelia C. Nagle, his wife, to the Baltimore Federal Savings & Loan Association bearing date the 7th day of April nineteen hundred and sixty-one and recorded among the Land Records of Anne Arundel County, in Liber GTC No. 1468, Folio 351, and

916 Blackistone Road - 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. Lynch

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

1964 MAR 18 AM 9:09

Bond approved this 18th day of March, 1964

Louis N. Phipps, Clerk

WALTER S. CALWELL Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WILLIAM SERENUS NAGLE AND CECELIA C. NAGLE, HIS WIFE	:	In Equity - No. 16,176

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 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 peoperty mentioned in the said Report of Sale.

BALTIMORE FEDERAL
SAVINGS AND LOAN ASSOCIATION

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

CLARA M. LINX NOTARY PUBLIC BALTIMORE, MD.

Clara M. Linx
Notary Public

1964 MAR 20

10

WALTER S. CALWELL Attorney Named in Mortgage	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.	:	(In Equity) - No. 16,176
WILLIAM SERENUS NAGLE AND CECELIA C. NAGLE, 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 April 7th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1468 folio 351 from said William SerenusNagle and Cecelia C. Nagle, 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 18th day of March, 1964 at 3.40 P.M attend at the Court House Door and then and there sold the leasehold property situate, lying and being in Anne Arundel County

Being known and designated as Lot No. 26, Section 4, as shown on the Plat of "Section 4, Sun Valley", dated August 26, 1959 by John E. Harms, Jr., & Associates, Surveyors, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 31 folio 14, the improvements whereon are known as No. 916 Blakistone Road; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

//

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

power and authority contained in a Mortgage from William Serenus Nagle and Cecelia C. Nagle, his wife to Baltimore Federal Savings and Loan Association, dated April 7th, 1961 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1468, folio 351 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction at the Court House Door, in Annapolis on

WEDNESDAY, MARCH 18th, 1964 at 3:40 P.M.

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, in the Development of Sun Valley, and described as follows:

BEING known and designated as Lot No. 26, Section 4, as shown on the Plat of "section 4, Sun Valley," dated August 26, 1959, by John E. Harms, Jr. & Associates, Surveyors, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 31, folio 14. The improvements thereon being known as No. 916 Blakistone Road.

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 Utility Agreements, of recrod, affecting the property.

The improvements consist of a one story frame detached dwelling, containing 5 rooms (3 bedrooms) 1 bath, forced warm air gas fired heat.

TERMS OF SALE: — A cash depost 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

12

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Ten Thousand ($10,000.00) 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 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

ORDER NISI

BOOK 154 PAGE 13

WALTER S. CALWELL, ATTORNEY
NAMED IN MORTGAGE

versus

WILLIAM SERENUS NAGLE AND
CECELIA C. NAGLE, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,176 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 $10,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty.
(Final Order)

Maryland Gazette (Mar. 26th, edition)

WALTER S. CALWELL, ATTORNEY
NAMED IN MORTGAGE

versus

WILLIAM SERENUS NAGLE AND
CECELIA C. NAGLE, HIS WIFE

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.

O. Bowie Duckett
JUDGE.

FILED
1964 APR 29 AM 11:07

13

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.		ANNE ARUNDEL COUNTY
	:	
WILLIAM SERENUS NAGLE AND CECELIA C. NAGLE, HIS WIFE	:	In Equity - No. 16,176

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 ~~xxxxxxx xxxxxxx xxx~~ sold certain leasehold property situated in Anne Arundel County, known as No. 916 Blakistone 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,
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
1954 MAR 20 PM 9:15

14

ORDER

UPON the aforegoing Petition and Assent, it is hereby this 23rd day of March 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. 916 Blakistone Road, Anne Arundel County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

Judge

1964 MAR 23 PM 2:13

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,176 Equity

WALTER S. CALWELL
Attorney named in Mortgage
versus
WILLIAM SERENUS NAGLE and CECELIA C. NAGLE, his wife

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 $10,000.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
A-16

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 16

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 18, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,176

William Serenus Nagle

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.

1964 APR 20 PM 4:15

By H. Tilghman

16 No. M. G. 6390

In the Case of

Walter S. Calwell, Attorney Named in Mortgage

vs.

William Serenus Nagle & Cecelia C. Nagle, his wife

In the

Circuit Court

For

Anne Arundel County

No. 16,176 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.

Clerk
Per: R E Wagoon, deputy

FILED
1964 MAY 28 AM 10:40

FILED
1964 MAY 12 AM 11:04

17

18

BOOK 154 PAGE 18

Dr. Mortgaged Real Estate of William Serenus Nagle & Cecelia C. Nagle, 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			10,000 00	
"	Interest, 6%, on deferred payment, $9,500.00 from 3/18/64 to 4/3/64			71 66	
					10,071 66
To	Attorney, for fee, viz	50 00			
"	" , for commissions, viz	330 00			
				380 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	79 32			
	New Amsterdam Casualty Co. - bond	44 00			
	E. T. Newell & Co., Inc.-auctioneer's fee	35 00			
	Notary fee	1 25			
	Adjustment, Ground rent, 2/10/64 - 3/18/64	15 78			
	" , taxes, 1/1/64 - 3/18/64	41 28			
				216 63	
"	Baltimore Federal Savings & Loan Assoc.,				
	Mortgagee, on account of mortgage claim	9,411 28			
				9,411 28	
					10,071 66
	Balance due on mortgage, as per claim filed	10,950 70			
	Interest, 5 ¼%, on principal balance, $10,581.31, from 1/29/64 to 5/28/64	181 65			
		11,132 35			
	Credit amount allowed above	9,411 28			
	This amount subject to decree in personam	1,721 07			

BOOK 154 PAGE 19

V. CHARLES RINAUDO ASSIGNEE 2 W. Preston Street	*	IN THE
	*	CIRCUIT COURT OF
VS.	*	ANNE ARUNDEL COUNTY
CALVIN C. JONES and ANNA V. JONES, his wife 2 Thorn Court Annapolis, Maryland	*	IN EQUITY No. 16145
	*	
	*	

* * * * * *

Mr. Clerk:

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

V. Charles Rinaudo

V. Charles Rinaudo, Attorney

FILED

1964 FEB 10 AM 11:15

BOOK 1625 PAGE 100

BOOK 154 PAGE 20

Equity No. 16,145

FHA Form No. 2127-H
(Revised August 1962)

DO NOT INDEX IN CHATTELS

96037

MORTGAGE

THIS MORTGAGE, Made this 19th day of December, A. D. 1962, by and between

CALVIN C. JONES and ANNA V. JONES, his wife

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

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for borrowed money in the principal sum of THIRTEEN THOUSAND THREE HUNDRED - - - - - - - - - - - - Dollars ($ 13,300.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and one-fourth per centum (5-1/4 %) per annum on the unpaid principal until paid, principal and interest being payable at the office of Loyola Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Seventy-three and 55/100ths - - - - - - - - - - - - Dollars ($ 73.55), commencing on the first day of February, 19 63, 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 January, 19 93. 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 t h a t 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:

BEING known and designated as Lot No. 135, as shown on the Plat entitled "Plat 4, Primrose Acres", which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 31, folio 2. The improvements thereon being known as No. 2 Thorn Court.

BEING the same lot 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 Chas. H. Steffey, Incorporated to the within named Mortgagors.

February 6, 1964

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 14600

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By James H. Jones
James H. Jones, Vice President

*Delete italicized words if Mortgagee is not a Building and Loan Association.

FILED

1964 FEB 10 AM 11:35

2

BOOK 154 PAGE 21
BOOK 1625 PAGE 101

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) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the mortgage debt secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Federal Housing Commissioner, as follows:

(i) If and so long as said mortgage debt of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Federal Housing Commissioner pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(ii) If and so long as said mortgage debt of even date and this instrument are held by the Federal Housing Commissioner, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the mortgage debt computed without taking into account delinquencies or prepayments;

(*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 (1) 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; and

(*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, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(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. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 90 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 90 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.

8. 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.

9. 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 RICHARD D. BIGGS, 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 $133.00 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), 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: Richard N. Bardell — Calvin C. Jones [SEAL]
Calvin C. Jones

~~Regina Graham~~ — [SEAL]

Regina C. Graham — Anna V. Jones [SEAL]
Anna V. Jones

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1625 PAGE 104

I HEREBY CERTIFY, That on this the 11th day of December, 1962, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared ~~CALVIN C. JONES and~~ ANNA V. JONES, ~~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 CHARLES J. FLEURY, the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC BALTIMORE, MD.

Regina Graham *Notary Public.*

My commission expires:

On this the 27 day of December, 1962, before me, RAYMOND SHELESKY the undersigned officer, personally appeared Calvin C. Jones, known to me (or satisfactorily proven) to be serving in or with the armed forces of the United States or the spouse of such person and to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. And the undersigned does further certify that he is at the date of this certificate a commissioned Officer of the rank stated below and is in the active service of the Armed Forces of the United States.

LIEUTENANT (J.G.) USS TACONIC (AGC 17) Raymond J. Shelesky
Rank of Officer and Command to which Attached Office

STATE TITLE COMPANY, INC. 2 W. PRESTON ST. BALTIMORE 1, MD.

This form may be used as the security instrument in connection with mortgages to be insured under Sections 203 and 222, and in connection with "individual mortgages" to be insured under Sections 213, 220, 221, 233, 809 and 810 of the National Housing Act.

STATE OF MARYLAND
Loan No. 1/1233
DO NOT WRITE IN THIS SPACE

MORTGAGE

CALVIN C. JONES & ANNA V. JONES, 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 Records of examined per

Cost of Records, $ Clerk.

Rec'd for record Jan. 3 1963 at 9:17 A.M.
Mailed to State Title Co., 1mo Dup.

REC'D FOR RECORD AND RECORDED IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1963 JAN -3 AM 9:17
RECORDED IN LIBER LNP NO. 1625 FOLIO 100
LOUIS N. PHIPPS, CLERK

FEDERAL HOUSING COMMISSIONER
Insured under sections of the National Housing Act and Regulations of the Federal Housing Commissioner thereunder

Received for Record Jan. 3 1963 at 9:17 A.M. and the same is recorded in Liber 1625 Folio 100 Date of last rec.

N.B. Reference is made to the Regulations of the Federal Housing Commissioner for the full protection of the mortgagee.

RECORDED BY LOUIS N. PHIPPS, Clerk

BOOK 154 PAGE 24

V. CHARLES RINAUDO ASSIGNEE 2 W. Preston Street	*	IN THE CIRCUIT COURT OF
VS.	*	ANNE ARUNDEL COUNTY
CALVIN C. JONES and ANNA V. JONES, his wife 2 Thorn Court Annapolis, Maryland	*	IN EQUITY 16,145

* * * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Loyola Federal Savings and Loan Association under the mortgage from Calvin C. Jones and Anna V. Jones, his wife, to it dated the 19th day of December, 1962, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1625 folio 100

Original Amount of Loan dated 12/19/62	$13,300.00	
Paid on Account of Principal	140.71	
Balance Due		$13,159.29
Property Expense Balance, Credit		144.56
		13,014.73
Interest from October 1, 1963 through February 15, 1964		259.07
		$13,273.80

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 6th day of February, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association, and made oath in due form of law that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Carolyn M. Bindeman

Carolyn M. Bindeman, Notary Public

FILED

1964 FEB 10 AM 11:15

6

BOOK 154 PAGE 25

V. CHARLES RINAUDO ASSIGNEE 2 W. Preston Street	*	IN THE
	*	CIRCUIT COURT OF
VS.	*	ANNE ARUNDEL COUNTY
CALVIN C. JONES and ANNA V. JONES, his wife 2 Thorn Court Annapolis, Maryland	*	IN EQUITY 16,145
	*	
	*	

* * * * * *

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 6th day of February, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association, and made oath in due form of law that he knows the defendant herein and that to the best of his information, knowledge and belief:

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

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

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

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

James H. Jones

James H. Jones, Affiant

Carolyn M. Bindeman

Carolyn M. Bindeman, Notary Public

FILED

1964 FEB 10 AM 11:15

7

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

BOOK 154 PAGE 26

STATE OF MARYLAND

Equity No. 16,145

BOOK 12 PAGE 320

V. Charles Rinaudo

versus

Calvin C. Jones and Anna V. Jones, 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 Thirteen Thousand, Three Hundred and 00/100---------- Dollars ($13,300.00) 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 6th day of February, in the year of our Lord one thousand, nine hundred and Sixty-Four

WHEREAS THE ABOVE BOUNDEN

V. Charles Rinaudo

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel Co. ha been appointed trustee to sell 2 Thorn Court, Annapolis, Maryland mentioned in the proceedings in the case of

V. Charles Rinaudo

versus

Calvin C. Jones and Anna V. Jones, 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

By H. E. Koehler

H. E. Koehler, Attorney

Pamela Lehman

Pamela Lehman

Bond approved this 10th day of February, 1964

Louis N. Phipps, Clerk

8

964 FEB 10 AM 11:15

V. CHARLES RIN DO
Solicitor
2 W. Preston Street
Baltimore 1, Maryland

Assignee's Sale

Of Valuable Free Simple Property

KNOWN AS
2 THORN COURT
ANNAPOLIS, MARYLAND

Situate in the Sixth Election District of Anne Arundel County, Maryland.

By virtue of the power and authority contained in a mortgage from Calvin C. Jones and Anna V. Jones, his wife, dated December 19, 1962, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1625 folio 100, the undersigned Assignee of said mortgage (default having occurred thereunder), will sell at public auction on the premises on

Mon., March 23, 1964 at 1:00 O'Clock P.M.

the following property:

Being known and designated as Lot No. 135, as shown on the Plat entitled "Plat 4, Primrose Acres", which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Block No. 31, folio 2. The improvements thereon being known as No. 2 Thorn Court.

The property is improved by a one story, frame house containing six rooms and having forced, 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. Peston Street
Baltimore 1, Maryland
E. T. NEWELL AND CO.
Auctioneer

M-19

OFFICE OF

Maryland Gazette

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

BOOK 154 PAGE 27

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 26, 1964

We hereby certify, that the annexed Assignee's Sale

Calvin C. Jones

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of March, 1964. The first insertion being made the 29th day of February, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

1964
23 1 3

By H. Tilghman

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 23rd day of March, 19 64, 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 Sv'g Assn (SEAL)
Purchaser

Notary Public

1964 MAR 26 AM 10:13

10

V. CHARLES RINAUDO
Assignee

vs.

CALVIN C. JONES and
ANNA V. JONES, his wife
2 Thorn Court
Annapolis, Maryland

IN THE
CIRCUIT COURT OF
ANNE ARUNDEL COUNTY
IN EQUITY
14,145 Equity

REPORT OF SALE

The report of V. Charles Rinaudo, Assignee of a mortgage made by Calvin C. Jones and Anna V. Jones, 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 LNP 1625 folio 100, 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, March 23, 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. 135, as shown on the Plat entitled "Plat 4, Primrose Acres, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 31, folio 2. The improvements thereon being known as No. 2 Thorn Court.

FILED

1964 MAR 26 AM 10:13

11

In Fee Simple.

[illegible]

[illegible]

AND your Assignee sold the above described property unto

Loyola Federal Savings and Loan Association

for the sum of $13,600.00, 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 23rd day of March, 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

Carolyn M. Bindeman, Notary Public

12

ORDER NISI

BOOK 154 PAGE 31

V. CHARLES RINAUDO, Assignee

versus

CALVIN C. JONES and

ANNA V. JONES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,145 Equity

Ordered, this 26th day of March, 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 4th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of May next.

The report states that the amount of sale was $13,600.00.

Laura N. Shipley Clerk.

True Copy,

V. Charles Rinaudo, Atty. TEST: Clerk.

For the Maryland Gazette (April 2nd Edition)

(Final Order)

V. CHARLES RINAUDO, Assignee

versus

CALVIN C. JONES and

ANNA V. JONES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of May, 1964 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett

JUDGE.

FILED

1964 MAY -5 PM 2:21

13

BOOK 154 PAGE 32

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 16,145 Equity

V. CHARLES RINAUDO,
Assignee

versus

CALVIN C. JONES and
ANNA V. JONES, his wife

Ordered, this 26th day of March, 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 4th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of May next.

The report states that the amount of sale was $13,600.00.

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

A-23

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 27, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,145

Calvin C. Jones

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 APR 27 PM 3:55

14
No. M. G. 64-28

By H. Tilghman

BOOK 154 PAGE 33

In the Case of

V. Charles Rinaudo, Assignee

VS.

Calvin C. Jones, et al

In the

Circuit Court

For

Anne Arundel County

No. 16,145 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 MAY 13 PM 2:45 FILED

All of which is respectfully submitted.

Charles A. Andrews Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 29th 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 M. Phipps
Clerk
Per: R. E. Wayson, deputy

FILED

1964 MAY 29 AM 8:53

15

16

Dr. Mortgaged Real Estate of Calvin C. Jones and Anna V. Jones, his wife

In Acct. with V. Charles Rinaudo, Assignee

				Cr.
By	Amount of Sale, as per Assignee's Report of Sale filed		13,600 00	
"	Interest, 6%, on deferred payment, $13,100.00, from 3/23/64 to 5/6/64		93 84	
				13,693 84
To	Assignee, in lieu of fee & commissions, viz	200 00		
			200 00	
"	Assignee, for Court costs, viz			
	Plaintiff's Solicitor, appearance fee	10 00		
	Clerk, Court costs	28 00		
	" , recording assignment of mortgage	1 00		
	Auditor, this account	22 50		
			61 50	
"	Assignee, for expenses, viz			
	The Capital-Gazette Press, Inc.			
	Advertising & Nisi - sale	81 52		
	Sunpapers - Advertising - sale	30 40		
	Fidelity & Casualty Co. of ~~MD~~ N.Y. - bond	53 20		
	E. T. Newell & Co., Inc. - auctioneer's fee	35 00		
	Registered letters	1 30		
	Notary fee	2 00		
			203 42	
"	Loyola Federal Savings & Loan, on account of mortgage claim	13,228 92		
			13,228 92	
				13,693 84
	Balance due on mortgage as per claim filed	13,273 80		
	Interest, 5 1/4%, on principal balance, $13,014.73, from 2/16/64 to 6/1/64	199 29		
		13,473.09		

Credit amount allowed above	13,229	92				
This amount subject to decree in personam	244	17				

~~PETITION FOR FORECLOSURE~~

BOOK 154 PAGE 36

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

VS.

JAMES S. HUEMMER and ~~CHARLOT A. HUEMMER, his wife~~
1025 Genine Drive
Glen Burnie, Marylahd

IN THE

CIRCUIT COURT

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

Equity No. 16,155

PETITION FOR FORECLOSURE

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 28th day of December A. D. 1962 the defendant executed and delivered to J. S. GLEASON, JR., Administrator of Veterans Affairs a mortgage upon certain leasehold property in the ~~City of Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $ 12,750.00 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. Default has now occurred thereunder.

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.

GRAFTON LEE BROWN, JR.
1 Central Ave., S.W.
Glen Burnie, Maryland
Attorney for Plaintiff

FILED
1964 FEB 14 AM 10:50

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 154 PAGE 37

BOOK 1624 PAGE 309

Lib. LWP 1624 Folio 306

MARYLAND

Equity No. 16,155

MORTGAGE

THIS MORTGAGE, made this 28th day of December, A. D. 19 62, by and between JAMES S. HUEMMER and CHARLOT A. HUEMMER, his wife

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

WHEREAS, the Mortgagor, ~~*being a member of the Mortgagee~~* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TWELVE THOUSAND SEVEN HUNDRED FIFTY and 00/100---- Dollars ($12,750.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and One Half per centum ($5\frac{1}{2}$ %) per annum until paid, principal and interest being payable at the office of Veterans Administration, Regional Office, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SEVENTY-TWO and 40/100-- Dollars ($ 72.40), commencing on the first day of FEBRUARY, 1963, 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 93. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less. Any prepayment made on other than an installment due date will not be credited until the next following installment due date.

9376

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. 15, Block K, as designated and shown on Plat No. 1, Country Club Manor dated May, 1958, by John W. Boutwell, Jr., Surveyor and recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 53. The improvements thereon being known as 1025 Genine Drive.

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

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX hereby assigns~~
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.~~

~~XXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX(SEAL)~~
~~XXXXXXXXXXXXXXXX.~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX(SEAL)~~
~~XXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXX~~

FILED

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

FEB 14 AM 10:51

2

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, ~~its~~ his successors and assigns, subject to the payment of an annual ground rent of One Hundred Fifty dollars ($150.00) payable semiannually on the 17th days of January and July.

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 Five and One Half per centum (5½%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

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

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

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

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

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

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

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

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

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

5

BOOK 154 PAGE 40 BOOK 1624 PAGE 312

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 fo conducting the proceedings; and also a commission to the party making said sale equal to the commissio allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to th payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same s have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it o account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, t the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

Witness:

GRAFTON LEE BROWN, JR.

JAMES S. HUEMMER [SEAL]

[SEAL]

CHARLOT A. HUEMMER [SEAL]

[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit: BOOK 1624 PAGE 313

I HEREBY CERTIFY, That on this 28th day of December, 19 62, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared JAMES S. HUEMMER and CHARLOT A. HUEMMER, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

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

GRAFTON LEE BROWN, JR. *Notary Public.*

Rec'd for record Dec. 31, 1962 at 10:46 A.M.
Mailed to Chief Attorney, Veterans Administration

STATE OF MARYLAND

SH 2[illegible]-1

Mortgage

FROM

JAMES S. HUEMMER and

CHARLOT A. HUEMMER, his wife

TO

J. S. GLEASON, JR.

Administrator of Veterans Affairs

Received for Record 19 at o'clock M.
Same day recorded in Liber No. 1624 Folio 309 &c., one of the Land Records of
and examined per
Cost of Record, $, Clerk.

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

CHIEF ATTORNEY
VETERANS ADMINISTRATION
CALVERT BUILDING
BALTIMORE 2, MARYLAND

~~STATEMENT OF MORTGAGE CLAIM~~ BOOK 154 PAGE 41

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

vs.

JAMES S. HUEMMER and
CHARLOT A. HUEMMER, his wife
1025 Genine Drive
Glen Burnie, Maryland

IN THE

CIRCUIT COURT

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

Equity No. 16,155

STATEMENT OF MORTGAGE DEBT

Original loan amount	$ 12,750.00
Amount paid on principal	27.99
Principal balance ~~xxxx~~	12,722.01
T & I account - credit balance	175.73
Balance	12,546.28
Accrual interest to 1/1/64	298.30
Total Principal and interest to 1/1/64	12,844.58
Interest accrues @ 5½ % per annum from	1/2/64
Daily Interest Accrual	1.9437

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

I HEREBY CERTIFY, That on this 12th day of February in the year nineteen hundred and sixty-four, before me, a notary public of the State of Maryland, in and for ~~said~~ County of Baltimore, personally appeared Cecil F. Downes, Chief, Loan Service and Claims Section, agent for the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining and unpaid.

As witness my hand and Notarial Seal,

My commission expires: 5/3/65

MILTON M. HACKERMAN
Notary Public.

6

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

BOOK 154 PAGE 42

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

vs.

JAMES S. HUEMMER and CHARLOT A. HUEMMER, his wife
1025 Genine Drive
Glen Burnie, Maryland

IN THE

CIRCUIT COURT

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

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

Case No. 16,155

Filed .....

Military Affidavit

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

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

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

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

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

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

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

Cecil F. Downes
CECIL F. DOWNES
Affiant.

Subscribed and sworn to before me

this 12th day of February 1964

My commission expires: 5/3/65

Milton M. Hackerman
MILTON M. HACKERMAN
Notary Public

MILTON M. HACKERMAN BALTIMORE

FILED
1964 FEB 14 AM 10:51

7

~~DECREE FOR SALE OF MORTGAGE PREMISES~~

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

vs.

JAMES S. HUEMMER and CHARLOT A. HUEMMER, his wife
1025 Genine Drive
Glen Burnie, Maryland

IN THE

CIRCUIT COURT

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

No. 16,155

.....TERM, 19.....

BOOK 154 PAGE 43

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 4th day of February, in the year nineteen hundred and sixty-four, 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 Grafton Lee Brown, Jr. be and he is hereby appointed Trustee to make said sale, and that the course and manner of the proceedings shall be as follows: he shall 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 $12,750.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the ~~City of Baltimore~~ County of Anne Arundel, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of the proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse
Judge

FILED

1964 FEB 14 PM 3:40

8

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3* BOOK 154 PAGE 44

No. 16,155 Equity

Bond No. 77 96 121

KNOW ALL MEN BY THESE PRESENTS: LIBER 12 PAGE 356

That we, Grafton Lee Brown, Jr., 1 Central Avenue, Glen Burnie, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve Thousand Seven Hundred Fifty and 00/100 ($12,750.00) 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 12th day of March in the year of our Lord one thousand nine hundred and sixty-four

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

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

vs:

James S. Huemmer and Charlot A. Huemmer, his wife

now pending in said Court:

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

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

Signed, sealed and delivered in the presence of:

Patricia B. Callier

Grafton Lee Brown, Jr. (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Sharon Greer *As to Surety*

By Joseph C. McHugh *Attorney in Fact*

Bond approved this 16th day of March, 19 64

Louis N. Phipps, Clerk

MD3116a—1M, 6-63 163813
Trustee's Bond

9 1964 MAR 16 AM 10:13

16155

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

Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY

KNOWN AS
1025 GENINE DRIVE
GLEN BURNIE, MARYLAND

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered (Equity No. 16,155), J.S. Gleason, Jr., Administrator of Veterans Affairs vs. James S. Huemmer and Charlot A. Huemmer, his wife, the undersigned Trustee will sell at Public Auction on the premises the leashold property below described on

MONDAY, MARCH 16, 1964 AT 11:00 O'CLOCK A.M. (EST)

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

BEING known and designated as Lot No. 15, Block K, as designated and shown on Plat No. 1, Country Club Manor dated May, 1958, by John W. Boutwell, Jr., Surveyor and recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 53. The improvements thereon being known as 1025 Genine Drive. Subject to the payment of an annual ground rent of One hundred fifty dollars.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or any wise appertaining. Improved by a one story, detached dwelling having five rooms and bath, slab basement and forced warm air gas heat. Taxes, Anne Arundel County Sanitary Charges, and other liens and charges to be adjusted to the date of sale.

TERMS OF SALE: A deposit of Five hundred dollars ($500.-00) will be required at the time of sale, the balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; interest to be paid on the unpaid purchase money from the date of sale to the date of settlement.

GRAFTON LEE BROWN, JR.,
Trustee

E. T. NEWELL & CO., INC.
PL 2-3580 .. M-12

FILED

10 N

OFFICE OF

Maryland Gazette

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

BOOK 154 PAGE 45

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 14, 19 64

We hereby certify, that the annexed

Trustee's Sale

James S. Huemmer

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of March, 19 64. The first insertion being made the 27th day of February, 19 64

THE CAPITAL-GAZETTE PRESS, INC.

By [signature]

I HEREBY CERTIFY, That J. S. GLEASON, JR., Administrator of Veterans Affairs did this 16th day of March, 1964, purchase the within described property from Grafton Lee Brown, Jr., Trustee, at and for the sum of $12,565.00 and I hereby agree to comply with the terms of sale as said forth on the reverse side hereof, and I further certify that this sale was fairly made.

Administrator of Veteran Affairs
By: W. L. Gardner

W. L. Gardner for Administrator of Veterans Affairs

I HEREBY CERTIFY, That I did sell at Public Auction on Monday, March 16, 1964, at 11:00 a.m. the property described on the reverse side of this handbill belonging to James S. Huemmer and Charlot A. Huemmer, his wife, at and for the sum of Twelve thousand Five hundred Sixty-five Dollars ($12,565.00) the successful bidder being J. S. GLEASON, JR., Administrator of Veterans Affairs and the sale was fairly made.

E. T. NEWELL CO., INC.

E. T. Newell Co Inc

Wm. Murray White

Wm. Murray White

11

Grafton Lee Brown, Jr., Solicitor
1 Central Avenue, S.W.
Glen Burnie, Md.

BOOK 154 PAGE 47

TRUSTEE'S SALE

OF

VALUABLE LEASEHOLD PROPERTY

KNOWN AS

1025 GENINE DRIVE
GLEN BURNIE, MD.

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered (Equity No. 16,155), J. S. Gleason, Jr., Administrator of Veterans Affairs vs. James S. Huemmer and Charlot A. Huemmer, his wife, the undersigned Trustee will sell at Public Auction on the premises the leasehold property below described on

Monday, March 16th, 1964

AT 11:00 O'CLOCK A.M. (EST)

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

BEING known and designated as Lot No. 15, Block K, as designated and shown on Plat No. 1, Country Club Manor dated May, 1958, by John W. Boutwell, Jr., Surveyor, and recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 53. The improvements thereon being known as 1025 Genine Drive. Subject to the payment of an annual ground rent of One hundred fifty dollars.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or any wise appertaining. Improved by a one story, detached dwelling having five rooms and bath, slab basement and forced warm air gas heat. Taxes, Anne Arundel County Sanitary Charges, and other liens and charges to be adjusted to the date of sale.

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

GRAFTON LEE BROWN, JR.,
Trustee.

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

1964 MAR 17 AM 9:21

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 16th 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 W. L. GARDNER, 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, J. S. GLEASON, JR. Administrator of Veterans Affairs,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

W L Gardner (SEAL)
Purchaser
W. L. Gardner for J. S. Gleason, Jr.,
Administrator of Veterans Affairs

William M White
Notary Public
William M. White

FILED MAR 17 '64 9:21

13

REPORT OF SALE

BOOK 154 PAGE 49

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

vs.

JAMES S. HUEMMER and CHARLOT A. HUEMMER, his wife
1025 Genine Drive
Glen Burnie, Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity No. 16,155

To The Honorable Judge of the Circuit Court of Baltimore City:

The Report of Sale of GRAFTON LEE BROWN, JR.

Trustee appointed by the decree in the above entitled cause, to make sale of 1025 Genine Drive, Anne Arundel County, the leasehold property

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

The Maryland Gazette

Anne Arundel County

weekly newspaper published in for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Monday the 16th day of March 19 64 at 11:00 o'clock A. M. attend on the premises and then and there sold

the leasehold property known as 1025 Genine Drive, Anne Arundel County, Maryland, and described in the attached advertisement of sale to the Administrator of Veterans Affairs, at and for the price of Twelve thousand Five hundred Sixty-five dollars ($12,565.00), cash upon ratification of sale, the said Administrator of Veterans Affairs, being the highest bidder therefor.

Grafton Lee Brown, Jr., Trustee

State of Maryland, Anne Arundel County, *Sct:*

I HEREBY CERTIFY, That on this 16th day of March 19 64 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared GRAFTON LEE BROWN, JR.

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

As witness my hand and Notarial Seal,

Patricia B. Collier

Notary Public.

1964 MAR 17 AM 9:21

19

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

Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY

KNOWN AS
1025 GENINE DRIVE
GLEN BURNIE, MARYLAND

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County in Equity, in a case numbered (Equity No. 16,155), J.S. Gleason, Jr., Administrator of Veterans Affairs vs. James S. Huemmer and Charlot A. Huemmer, his wife, the undersigned Trustee will sell at Public Auction on the premises the leashold property below described on

MONDAY, MARCH 16, 1964 AT 11:00 O'CLOCK A.M. (EST)

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

BEING known and designated as Lot No. 15, Block K, as designated and shown on Plat No. 1, Country Club Manor dated May, 1958, by John W. Boutwell, Jr., Surveyor and recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 53. The improvements thereon being known as 1025 Genine Drive. Subject to the payment of an annual ground rent of One hundred fifty dollars.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or any wise appertaining. Improved by a one story, detached dwelling having five rooms and bath, slab basement and forced warm air gas heat. Taxes, Anne Arundel County Sanitary Charges, and other liens and charges to be adjusted to the date of sale.

TERMS OF SALE: A deposit of Five hundred dollars ($500.-00) will be required at the time of sale, the balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; interest to be paid on the unpaid purchase money from the date of sale to the date of settlement.

GRAFTON LEE BROWN, JR.,
Trustee

E. T. NEWELL & CO., INC.
PL 2-3560 M-12

ORDER NISI

BOOK 154 PAGE 51

J. S. GLEASON, JR. ADMINISTRATOR OF VETERANS AFFAIRS

versus

JAMES S. HUEMMER AND CHARLOT A. HUEMMER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,155 Equity

Ordered, this 17th day of March, 19 64, That the sale of the property in these proceedings mentioned made and reported by Grafton Lee Brown, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of April next.

The report states that the amount of sale was $12,565.00

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

Grafton Lee Brown, Jr., Trustee Maryland Gazette (Mar. 19th Edition)

(Final Order)

J. S. GLEASON, JR. ADMINISTRATOR OF VETERANS AFFAIRS

versus

JAMES S. HUEMMER AND CHARLOT A. HUEMMER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd 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.

George Sachse

JUDGE.

APR 23 [illegible]

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 16,155 Equity

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

versus

JAMES S. HUEMMER and CHARLOT A. HUEMMER, his wife

Ordered, this 17th day of March, 1964, That the sale of the property in these proceedings mentioned made and reported by Grafton Lee Brown, Jr., Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of April next.

The report states that the amount of sale was $12,565.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-9

1504 APR 13 PM 4:10

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 11, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,155

James S. Huemmer

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 April, 1964. The first insertion being made the 19th day of March, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tildshman

16

No. M. G. 6375

BOOK 154 PAGE 52

In the Case of

J. S. Gleason, Jr., Administrator of Veterans Affairs

vs.

James S. Huemmer & Charlot A. Huemmer, his wife

In the

Circuit Court

For

Anne Arundel County

No. 16,155 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 13 PM 2:45

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 29th 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: R. E. Wayson, deputy

FILED
1964 MAY 29 AM 8:53

17

Dr. Mortgaged Real Estate of James S. Huemmer & Charlot A. Huemmer, his wife

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

				Cr.	
By	Amount of Sale as per Trustee's Report of Sale filed			12,565 00	
"	Interest, 6%, on deferred payment, $12,065.00, from 3/16/64 to 4/24/64			76 32	
					12,641 32
To	Trustee, in lieu of fee & commission, viz	175 00			
				175 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	95 52			
	Speer Publications, Inc. - handbills	18 03			
	Fidelity & Deposit Co. of Md. - bond	51 00			
	E. T. Newell & Co., Inc. - auctioneer's fee	30 00			
	½ Federal Revenue stamps	7 15			
	Adjustment, Ground rent 1/17/64 - 3/16/64	25 00			
	" , taxes 1/1/64 - 3/16/64	45 79			
				272 49	
"	J. S. Gleason, Jr., Administrator of Veterans Affairs, Mortgagee, on account of mortgage claim	12,133 33			
				12,133 33	
					12,641 32
	Balance due on mortgage as per claim filed	12,844 58			
	Interest, 5½%, on principal balance, $12,546.28, from 1/1/64 to 5/25/64	253 78			
		13,098 36			

Credit amount allowed above	12,133	33
This amount subject to decree in personam	965	03

E-116—1M—3-62.

PETITION FOR SALE OF PROPERTY

BOOK 154 PAGE 56

CONVEYOR INC., ASSIGNEE

Vs.

ANTHONY S. CUCINA and

FRANCES A. CUCINA, his wife

Docket _____ Folio _____

Case No. Equity 16,163

Filed _____

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL

~~BALTIMORE~~ COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s:

That on the 7th day of November A.D. 1962 the defendant s Executed and delivered to Reddy Management, Inc. - short assigned to Plaintiff - a mortgage upon certain leasehold property in ~~BALTIMORE~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $977.26 and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after and default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

And said mortgage is now in default.

This is a second mortgage subject to a first mortgage with Highland Federal Savings and Loan Association upon which the balance due is $ 8,016.27.

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.

Attorney for Plaintiff

Paul R Rochlin
110 E. Lexington Street
Baltimore, Maryland 21202
VE 7- 4800

FILED

FEB 18

MORTGAGE LEASEHOLD—CITY OR COUN[illegible]—ARTICLE 66 CODE

BOOK 154 PAGE 57

Equity No. 16,163

BOOK 1618 PAGE 116

This Purchase Money Mortgage, Made this 7th day of November ,

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

Anthony S. Cucina and Frances A. Cucina, his wife,

Mortgagor(s) of ~~the City of Baltimore~~ Anne Arundel County, in the State of Maryland, of the first part, and

REDDY MANAGEMENT, INC.,

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

Whereas, the said Mortgagor(s) have received from the said Mortgagee an advance in the full sum of Nine Hundred Seventy-seven - - - - - - - - 26/100 Dollars ($977.26) ~~being part of the purchase money paid for the property hereinafter described~~; and are justly indebted therefor unto the said Mortgagee for the said sum so advanced; and whereas, said Mortgagor(s) have agreed and do(es) hereby specifically covenant and agree to repay in full the said sum advanced, in installments, with interest thereon from the date hereof at the rate of six per cent per annum, to be repaid in monthly installments of Five Dollars ($5.00) on or before the first day of each and every month from the date hereof and the said installment payments to be applied by the Mortgagee; (1) to the payment of interest; (2) to the payment of taxes, ground rent, insurance and other public charges when necessary; (3) to the payment of principal; and said monthly payments to continue for a period of three years, from the date hereof, at the expiration of which said period the balance then remaining on the said indebtedness shall be due and payable; and, whereas, to secure the payment of the said indebtedness these presents are executed; and Mortgagor(s) agree to pay a "late charge" not to exceed 5% of any installment which is due and unpaid within ten (10) days of the due date thereof to cover the extra expense involved in handling the delinquency; and it being further agreed that should the first mortgage as hereinafter set forth be paid in full prior to the payment in full of this mortgage, then the entire balance due on this mortgage shall become due and payable within thirty days thereafter, notwithstanding any provisions herein to the contrary; and this mortgage shall be deemed in default if the Mortgagor(s) transfer , assign , encumber , or in any other way dispose of this property without the written consent of the Mortgagee first obtained; and if said Mortgagor(s) default in any of the covenants or conditions of said first mortgage, said default shall be deemed a default of the within Mortgage, Mortgagee may, but shall not be obligated, to pay the amount or amounts of any payment or payments due and in default under any prior mortgage or any prior lien on the property. The amount of any such payment or payments so made by the Mortgagee, together with a service charge equal to five per cent (5%) of the amount of such payment or payments in addition to ordinary interest charges but not less than a minimum of Five Dollars ($5) for each such payment or payments, in order to cover the expense of the Mortgagee in making such payments, shall be added to the amount due under this mortgage and be subject to the lien hereof; and whereas this mortgage shall also secure future advances as provided by Section 2, of Article 66, of the Annotated Code of Maryland, 1957 Edition, or any amendment or supplement thereto.

Now This Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagor(s) do(es) grant and assign unto the said Mortgagee, its successors and assigns, all that lot or parcel of ground situate and lying in the ~~City of Baltimore~~ Anne Arundel County, State of Maryland, aforesaid and described as follows, to wit:

BEGINNING for the same on the Northwest side of Summit Road at the distance of 371.47 feet Northeasterly from the North corner of Summit Road 40 feet wide and Dryer Road 30 feet wide, both said Roads being shown on the Revised Plat No. 2 of Bayside Beach, dated April 1, 1938, and at the Easternmost corner of Lot No. 20, Section D, on said Plat, and running thence North 57 degrees 13 minutes East binding on the Northwest side of Summit Road 36 feet to a bend in said Road, thence binding on the North side of said Road North 88 degrees 15 minutes East 16.65 feet to the Southwest side of Lot No. 22, Section D, as shown on said Plat, thence North 20 degrees 13 minutes West binding thereon 158.55 feet to Lot No. 10, Section D, as shown on said Plat, thence binding on Lots 10, 9, and 8, South 51 degrees 27 minutes West 99.35 feet to the aforesaid Lot No. 20, and thence binding thereon South 38 degrees 33 minutes East 137.33 feet to the place of beginning. Being and comprising Lot No. 21, Section D, on the aforesaid Plat situate on the North side of Summit Road.

DEC 7 1962

RECORDATION TAX ACT OF 1947 $1.10 $1.10

FILED

1964 FEB 18 AM 9:13

1.10

2

BOOK 154 PAGE 58

BOOK 1618 PAGE 117

Being the same lot of ground which by Assignment Deed dated December 14, 1956, and recorded among the land records ~~prior hereto~~ of Anne Arundel County in Liber GTC 1087, folio 195, was granted and assigned to Anthony S. Cucina and Frances A. Cucina, his wife,

by Straw Man, Inc.,

subject to a first mortgage ~~from~~ to Highland Federal Savings and Loan Association, dated October 13, 1961 recorded at GTC 1515 folio 438.

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

To Have And To Hold the said lot or parcel of ground with the improvements and appurtenances aforesaid, unto the said 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 thereof from time to time, forever, subject to the payment of the annual rent of Ninety Dollars ($90.00) payable semi-annually on the 14th days of June and December in each and every year.

Provided, however, that if the said Mortgagor(s), their heirs, personal representatives, executors, administrator or assigns, shall make or cause to be made the payments when and as each of them shall respectively be due and shall perform each and all of the covenants herein, then this mortgage shall be void.

And the said Mortgagor(s) hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor(s) hereby also authorize the said Mortgagee, its successors or assigns, or , its duly authorized Attorney or Agent of the said Mortgagee, 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 or the Maryland Rules of Procedure, adapted by the Court of Appeals of Maryland, relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for

making a 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 hereunder whether the same shall have matured or not; (3) and 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.

And the said Mortgagor(s) for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement of 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 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 expense, costs and commissions the said Mortgagor(s) for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors 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 parties of the first part, their executors, administrators, or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor(s) shall pay in the meantime the ground rent aforesaid, and all taxes, assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, and on the mortgage debt and interest, hereby secured; which taxes, ground rent, mortgage debt and interest, public dues, charges and assessments, the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on the hereby mortgaged property to the amount of at least dollars, and to cause the policy to be effected thereon to be so framed or endorsed as in case of fire, to inure to the benefit of said party of the second part to the extent of its lien or claim thereunder.

Witness our hand and seal(s)

TEST:

Walter Woolen

Anthony S. Cucina [SEAL]
Anthony S. Cucina

Frances A. Cucina [SEAL]
Frances A. Cucina, his wife

[SEAL]

[SEAL]

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 7th day of November, in the year one thousand nine hundred and sixty two before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Anthony S. Cucina and Frances A. Cucina, his wife,

the Mortgagor(s) named in the foregoing Mortgage, and they each acknowledged the aforegoing Mortgage to be their joint and several act. At the same time also appeared David Fishman, Vice President of Reddy Management, Inc.,

a body corporate, and made oath in due form of law, that the consideration set forth in said Mortgage is true and bonafide as therein set forth.

Walter Woolen
Notary Public

Recorded Dec. 7, 1962 at 8:50 A.M. T.S.

4

November 9, 1962

FOR VALUE REC VED, Reddy Management, Inc hereby assigns all its right, title and interest in and to the within mortgage, and the mortgage debt secured thereby, unto Conveyor, Inc., its successors and assigns.

IN WITNESS, WHEREOF, REDDY MANAGEMENT, INC. has caused these presents to be executed by Walter O. Collins, its Vice President, and its corporate seal to be affixed hereto this 9th day of November, 1962.

WITNESS:

Judith A. Clarke

Judith A. Clarke

REDDY MANAGEMENT, INC.

BY: Walter O. Collins

Walter O. Collins, Vice President

Rec'd for record Dec 7, 1962 at 8:50 A.M. 1.00

Mailed to Franklin Goldstein

MORTGAGE

FROM

Anthony S. Cucina, and

Frances A. Cucina, wife

TO

Reddy Management, Inc.

ASSN TO: CONVEYOR, INC.

21 Summit Road

Block No. .....

Received for Record 19 116

at ..... o'clock ..... M. Same-day recorded

in Liber ..... No. ..... Folio ..... &c.,

..... Records of 1618

....., and examined per

....., Clerk.

Cost of Record, $.....

Return to:

Franklin Goldstein
BURKE, GERBER & WILEN
326 St. Paul Place
Baltimore 2, Maryland

Cancel 7.00
1.00
8.00

1.10

1962 DEC -7 AM 8:50

Cancel

5

STATEMENT OF MORTGAGE CLAIM BOOK 154 PAGE 61

CONVEYOR, INC., Assignee

211 W. Franklin Street
Baltimore 1, Maryland

vs.

Anthony S. Cucina and
Frances A. Cucina, his wife
21 Summit Road
Anne Arundel County, Maryland

IN THE

CIRCUIT COURT ~~No. 2~~

— OF —

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

Equity No 16,163

STATEMENT OF MORTGAGE DEBT

Amount of original mortgage dated 11/7/62	$ 977.26
Accrued interest to 2/13/64	74.57
Balance Due	$1,051.83
Amount paid	3.00
Balance due 2/13/64	$1,048.83

Plus Int. @ 16¢ per day after 2/13/64 to date of sale to be calculated by Court Auditor.

First Mortgage held by Highland Federal Savings and Loan Association. Balance due - $8,016.27.

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 ~~said City~~ County of Baltimore, personally appeared Glenn Hoffman, Vice President of Conveyor, Inc., Assignee,

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.

1964 FEB 18 AM 9:13

As witness my hand and Notarial Seal,

Alan D. Houcin Notary Public. Expires 5-5-1965

6

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

BOOK 154 PAGE 62

CONVEYOR, INC., Assignee

211 W. Franklin Street
Baltimore 1, Maryland
vs.
Anthony S. Cucina and
Frances A. Cucina, his wife
21 Summit Road
Anne Arundel County, Md.

IN THE

CIRCUIT COURT ~~No. 2~~

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

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

Case No. Equity No. 16,163

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~~ Baltimore County, personally appeared Glenn Hoffman, Vice President of Conveyor, Inc., Assignee,

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

(1) said defendant~~sis~~ are not in the military service of the United States,

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

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

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

Glenn Hoffman
Affiant.

Subscribed and sworn to before me this 14th day of February 1964

Alan D. Hovelin
Notary Public

Alan D. Hovelin
My Commission Expires 5-3-1965

FILED

1964 FEB 18 AM 9:13

7

E-117—1M—10-62.

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

CONVEYOR, INC., ASSIGNEE

Vs.

ANTHONY S. CUCINA and

FRANCES A. CUCINA, his wife

DOCKET _____ FOLIO _____

CASE NO. Equity No. 16,163

FILED _____

IN THE

CIRCUIT COURT

FOR
ANNE ARUNDEL
~~BALTIMORE~~ COUNTY

January TERM, 1964

BOOK 154 PAGE 63

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 18th day of February in the year nineteen hundred and sixty-four by the Circuit Court of Anne Arundel ~~Baltimore~~ 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 Paul R Rochlin be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of nine thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by and further Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Anne Arundel ~~Baltimore~~ County as he shall think proper, of the time, place, manner and terms of sale, which shall be ~~one third~~ cash, ~~the residue as the purchaser may elect, the credit payment to~~ ~~bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers endorsed to the satisfaction of the said Trustee~~; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the 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 representatives the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

O Brien Duckett
JUDGE

8

FILED
1964 FEB 18 PM 12:51

PAUL R. ROCHLIN
Solicitor
100 East Lexington Street.
Baltimore 1, Maryland

Trustee's Sale

Of Leasehold Property

21 SUMMIT ROAD
3RD ELECTION DISTRICT OF
ANNE ARUNDEL COUNTY,
MARYLAND

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, in equity (Docket 21, folio 394, Case No. 16163), passed on the 18th day of February, 1964, in the case entitled Conveyor, Inc., Assignee Vs. Anthony S. Cucina and Frances A. Cucina, his wife, (decree for sale of mortgaged premises), the undersigned, Trustee, will sell at Public Auction on the premises on

Tues., March 24, 1964
At 1 P.M.

All that piece or parcel of ground situate, lying and being in Anne Arundel County and described as follows:

BEGINNING for the same on the Northwest side of Summit Road at the distance of 371.47 feet Northeasterly from the North corner of Summit Road 40 feet wide and Dryer Road 30 feet wide; both said Roads being shown on the Revised Plat No. 2 of Bayside Beach, dated April 1, 1938, and at the Easternmost corner of Lot No. 20, Section D, on said Plat, and running thence North 57 degrees 13 minutes East binding on the Northwest side of Summit Road 36 feet to a bend in said Road, thence binding on the North side of said road North 88 degrees 15 minutes East 16.65 feet to the Southwest side of Lot No. 22, Section D, as shown on said Plat, thence North 20 degrees 13 minutes West binding thereon 158.55 feet to Lot No. 10, Section D, as shown on said Plat, thence binding on Lots 10, 9, and 8, South 51 degrees 27 minutes West 99.35 feet to the aforesaid Lot No. 20, and thence binding thereon South 38 degrees 33 minutes East 137.33 feet to the place of beginning. Being and comprising Lot No. 21, Section D, on the aforesaid Plat situate on the North side of Summit Road. Ground Rent $90.00.

9 No. 1

The improvements consist of a dwelling.

The property will be sold subject to conditions, restrictions, and agreements of record affecting same, if any, also subject to a prior mortgage as the amount of which will be announced at time of sale.

TERMS OF SALE: Cash. A deposit of $500.00 will be required of the purchaser at the time and place of sale. Balance upon ratification of the sale by the Circuit Court of Anne Arundel County in Equity. All expenses, including special paving tax, if any, to be adjusted to the date of sale. Balance of purchase money to bear interest from the date of sale. Anne Arundel County Transfer Tax to be paid by purchaser. Cost of all documentary stamps to be borne by purchaser.

PAUL R. ROCHLIN, Trustee
MICHAEL FOX
Auctioneer
American Bldg.
MU. 5-2288 M-19

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 64

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 20, 1964

We hereby certify, that the annexed

Trustee's Sale
16163
Anthony S. Cucina

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 March, 1964. The first insertion being made the 27th day of February, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

1964 MAR 23 PM 3:06

By

21/194

Maryland Trustee's Bond (Circuit Court) LIBER 12 PAGE 363 Equity 16,163

KNOW ALL MEN BY THESE PRESENTS:

BOOK 154 PAGE 65

THAT WE Paul R. Rochlin, 110 East Lexington Street, Baltimore, Maryland as principal, and RELIANCE INSURANCE COMPANY 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 Nine Thousand and 00/100 ($9,000.00) . . . . . Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 23rd day of March in the year of our Lord one thousand nine hundred and sixty four.

WHEREAS, the above bounden Paul R. Rochlin by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee to sell 21 Summit Road, Anne Arundel County, Maryland

mentioned in the proceedings in the case of Conveyor Inc.

vs.

Anthony S. Cucina and Frances Cucina, his Wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Paul R. Rochlin 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.

Diana M. Scarlatta

Signed, sealed and delivered in the presence of

Sue E. Bracy

Sue E. Bracy

Paul R. Rochlin (SEAL)

(SEAL)

Reliance Insurance Company (SEAL)

By: Daniel F. Hurley, Jr. (SEAL)

Daniel F. Hurley, Jr., Attorney-in-fact.

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the RELIANCE INSURANCE COMPANY

POWER OF ATTORNEY ATTACHED a corporation of the State of Pennsylvania

does hereby constitute and appoint T. N. FERCIOT, DANIEL F. HURLEY, JR. or SUE E. BRACY

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court of Baltimore City, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said RELIANCE INSURANCE COMPANY duly affixed by its Vice-President and attested by its Resident Assistant Secretary, this 1st day of January, 1964

RELIANCE INSURANCE COMPANY

ATTEST: [signature] *Resident Assistant Secretary*

By [signature] *Vice President*

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

, 19

[signature] *Resident Assistant Secretary*

BDR-6847 Ed. Dec. 1963 (Md.)

Bond approved this 24th day of March, 1964

Louis N. Phipps, Clerk

10

BOOK 154 PAGE 66

_____ :

:

_____ : IN THE

vs. : CIRCUIT Cou

: OF

_____ : BALTIMORE CIT-

:

_____ :

21 Summit Road :

.....

AUCTIONEER'S AFFIDAVIT

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding us to be employed to make the sale for which the annexed bill or statement was rendered.

MICHAEL FOX, AUCTIONEER

By William J. Fox

Subscribed and sworn to before me, a Notary Public in and for the City of Baltimore, by _____ this 24th day of March, 1964.

FLORENCE S. WOOLSTON NOTARY PUBLIC BALTIMORE, MD.

Florence S. Woolston

Florence S. Woolston Notary Public

11

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 24th day of March,

1964 before me, the subscriber, a Notary Public of the State of Maryland,

in and for the ~~City~~ County of Baltimore aforesaid, personally appeared Walter O.

Collins, Vice-President, Conveyor, Inc.,

purchaser at the foreclosure sale in this cause, and made oath in due form

of law that the corporation so designated is the purchaser and purchased

same as principal and not as an agent for anyone, and that it has not directly

or indirectly discouraged anyone from bidding for the said 21 Summit Road

, mentioned in the said Report of Sale.

Conveyor, Inc.

By: Walter O Collins
Purchaser

(SEAL)
(PLACE) A. D. Havelin
Notary Public

Walter O. Collins, Vice President

Alan D. Havelin

My commission expires 5/3/65

(Rule BR 6-2 Sale of Real Property or

Chattels

Real and BR 6-C-3 Affidavit of Purchaser)

P. 519 and 520

12

'64 MAR 26 PM 1:24

E-123—1 M—10-62.

REPORT OF SALE

CONVEYOR, INC., ASSIGNEE

VS.

ANTHONY S. CUCINA and FRANCES CUCINA, wf.

—IN THE—

BOOK 154 PAGE 65

CIRCUIT COURT

—FOR— No 16,163 Eq

ANNE ARUNDEL ~~BALTIMORE~~ **COUNTY**

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

The Report of Sale of Paul R Rochlin Trustee appointed by the decree in the above entitled cause to make sale of leasehold premises known as 21 Summit 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 newspaper, published in ANNE ARUNDEL ~~Baltimore~~ County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Tuesday the 24th day of March, 19 64, at one o'clock, P. M., attend on the premises and then and there sold to Conveyor, Inc., a body corporate of the State of Maryland at and for the sum of $ 100.00; subject to a prior mortgage balance with Highland Federal Savings and Loan.

Paul R Rochlin

PAUL R ROCHLIN Trustee.

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

I Hereby Certify, that on this 25th day of March, 19 64, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~County~~ City of Baltimore aforesaid, personally appeared Paul R Rochlin 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.

/s/ Hubert Rochl J. P.

1964 MAR 26 AM 11:24

13

ORDER NISI

CONVEYOR, INC. ASSIGNEE

versus

ANTHONY S. CUCINA AND FRANCES CUCINA, wf.

BOOK 154 PAGE 69

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,163 Equity

Ordered, this 26th day of March, 19 64 That the sale of the property in these proceedings mentioned made and reported by Paul R. Rochlin, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of May next.

The report states that the amount of sale was $100.00.

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

Paul R. Rochlin, Atty.

For the Maryland Gazette(April 2nd Edition)

(Final Order)

CONVEYOR, INC. ASSIGNEE

versus

ANTHONY S. CUCINA and FRANCES CUCINA, wf.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of May, 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 MAY -5 PM 2:21

14

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 16,163 Equity
CONVEYOR, INC. ASSIGNEE
VERSUS
ANTHONY S. CUCINA and
FRANCES CUCINA, his wife.

Ordered, this 26th day of March, 1964, That the sale of the property in these proceedings mentioned made and reported by Paul R. Rochlin, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of May next.

The report states that the amount of sale was $100.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-23

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 70

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 27, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,163

Anthony S. Cucina

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 4th day of May, 1964. The first insertion being made the 2nd day of April, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 APR 27 PM 3:55

15 No. M. C. 4429

By H. Tilghman

In the Case of

Conveyor, Inc., Assignee

VS.

Anthony S. Cucina & Frances A. Cucina, his wife

In the

Circuit Court

For

Anne Arundel County

No. 16,163 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 18 AM 10:52

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 2nd day of June, 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: R. E. Wayson, deput.

FILED
1964 JUN -3 AM 9:32

16

17

Dr. Mortgaged Real Estate of Anthony S. Cucina & Frances A. Cucina, his wif

In Acct. with Paul R. Rochlin, Trustee

By	Amount of Sale, as per Trustee's Report			
	of Sale filed		100 00	
				100 00
To	Trustee, in lieu of fee & commissions, viz	40 00		
			40 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	102 52		
	Reliance Insurance Co. - bond	36 00		
	Michael Fox, auctioneer's fee	25 00		
			163 52	
				264 02
	Credit proceeds of sale			100 00
	Excess of expenses of sale over proceeds			164 02
	Balance due on second mortgage as per			
	claim filed	1,048 83		
	Interest, 6%, on principal balance,			
	$977.26, from 2/14/64 to 6/1/64	18 34		
		1,067 17		
	Excess of expenses, as above	164 02		
	This amount subject to decree in personam	1,231 19		

H. Allen Mezger, Attorney	*	IN THE
named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
James G. Gillespie and	*	ANNE ARUNDEL COUNTY
Shirley A. Gillespie, his wife	*	Equity No. 16,149

* * * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H. Allen Mezger, Attorney
named in Mortgage

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

FILED
1954 FEB 13 AM 10:13

JA

BOOK 154 PAGE 74 Equity 16,149

BOOK 1403 PAGE 21

THIS MORTGAGE, Made this 28th day of - June - - - , in the year one thousand nine hundred and sixty - - , between JAMES G. GILLESPIE and SHIRLEY

NO STAMPS REQUIRED

A. GILLESPIE, his wife, - - - - 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 Three Thousand Six Hundred ($3600.00) -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 Forty- ($40.00) dollars - - - - - - - - - - - - - - - - commencing on the - first - day of August - ,1960 , 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.

6p

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors - - - - - - - - - - -

do grant, convey and assign unto the said mortgagee, its successors and assigns, all those - lots of ground situate and lying in the Third Election District, Anne Arundel County, Maryland, and described as follows:

BEING known and designated as Lots Thirty-seven (37), Thirty-eight (38), Thirty-nine (39) and Forty (40) in Section C on the South side of Fifth Avenue on the Plat of Hahn's (now Everd's) sub-division of Green Haven, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 54, now Plat Book 4, folio 36.

BEING the same lots of ground which by deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, were granted and conveyed by Mildred Taylor and Emmett L. Taylor, her husband, to the within named mortgagors.

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

2

FILED

1964 FEB 13 AM 10:13

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.

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 Ten ($10.00) 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

MEZGER & MEZGER
ATTORNEYS AND
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 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.

4

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:

Joseph J. Blimline, Jr.
Joseph J. Blimline, Jr.

James G. Gillespie (SEAL)
James G. Gillespie

Shirley A. Gillespie (SEAL)
Shirley A. Gillespie

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 28th day of June, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared James G. Gillespie and Shirley A. Gillespie,

his wife, - known to me (or satisfactorily proven) to be the persons whose names is/are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer, - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Joseph J. Blimline, Jr.
Joseph J. Blimline, Jr. Notary Public

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

My Commission expires May 1st., 1961

1100

JOSEPH J. BLIMLINE, JR. BALTIMORE, MD.

Rec'd for record June 29, 1960 at 10:33 A.M. 4 -
Mailed to Mezger & Mezger

5

H. Allen Mezger, Attorney named in Mortgage

VS

James G. Gillespie
and
Shirley A. Gillespie, his wife

BOOK 154 PAGE 78

IN THE
CIRCUIT COURT
-OF-
ANNE ARUNDEL COUNTY

Equity No. 16,149

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 3600.00
Less - Total amount paid on account of Principal	$ 643.58	
Less - Credit Expense Account	43.25	686.83
Net Balance	$ 686.83	$ 2913.17
Plus accumulated interest to March 31st, 1964 (with interest thereafter at rate of 6% per annum)		29.64
Total Amount of Mortgage Indebtedness		$ 2942.81

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 11th day of February, in the year nineteen hundred and sixty-four, 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 ~~Plaintiff~~ Mortgagee in the above entitled cause and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

I. Winston Mezger - Notary Public

I. WINSTON MEZGER NOTARY PUBLIC BALTIMORE, MD.

My Commission Expires May 3rd, 1965.

FILED

1964 FEB 13 AM 10:13

6

BOOK 154 PAGE 79

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.

James G. Gillespie and

Shirley A. Gillespie, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 16149

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 30th day of March 19 64.

E. Jane Rusinek

Notary Public

E. Jane Rusinek

My commission expires May 3rd, 1965.

/

Jud. 14042. PRINTED IN U.S.A. △

MORTGAGEE OR ATTORNEYS' BOND

BOOK 154 PAGE 80

BOOK 12 PAGE 375

No. 16,149 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 Three Thousand and No/100 ($3,000.00) - - - - - - - - - - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 30th *day of* March *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 JAMES G. GILLESPIE and SHIRLEY A. GILLESPIE

to ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

dated June 28, 1960 *and recorded in Liber* GTC *No.* 1403 *folio* 21 *etc., one of the Land Record Books of* Anne Arundel County, Maryland *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him in said mortgage;*

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

H. Allen Mezger [SEAL]

[SEAL]

Joyce W. Waltemeyer

L. Pill

MARYLAND CASUALTY COMPANY

By Elsie C. Evans, *Attorney-in-Fact*

ATTEST:

FILED

1964 MAR 31 AM 10:46

Bond approved this 31 day of March, 1964

Louis N. Phipps, Clerk

H. Allen Mezger, Attorney named in Mortgage

vs.

James G. Gillespie and Shirley A. Gillespie, his wife

BOOK 154 PAGE 81

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Equity NO. 16149

* * * * * * * * * *

CERTIFICATION

WE HEREBY CERTIFY, that on the 3rd day of April, 1964, we sold at public auction for the highest price obtainable to the Arundel Federal Savings and Loan Association of Baltimore City,---------- the property described as follows:

BEING KNOWN AND DESIGNATED as Lots Thirty-seven, Thirty-eight, Thirty-nine, and Forty, in Section C on the South side of Fifth Avenue on the Plat of Hahn's (now Everd's) subdivision of Green Haven, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 54, now Plat Book 4, folio 36.

at and for the price of Two Thousand ($2,000.00) 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. - - President

I/We, the undersigned, hereby certify:

That I/We purchased the above described property at and for the price of Two Hundred ($200.00) Dollars.

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

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

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

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by HENRY C. BOURKE, JR., Treasurer, its duly authorized agent.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: Henry C. Bourke, Jr. (SEAL)
Henry C. Bourke, Jr. - Treasurer

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

I HEREBY CERTIFY, That on this 3rd day of April, 1964, before me, the subscriber, a Notary Public of the State and aforesaid, personally appeared JOHN M. MILLER, JR., President of E. T. Newell & Co., Inc., and Henry C. Bourke, 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.

I. Winston Mezger - -Notary Public

WINSTON MEZGER NOTARY PUBLIC BALTIMORE, MD.

My Commission Expires: May 3rd, 1965.

FILED

1964 APR -7 AM 11:01

9

BOOK 154 PAGE 82

H. Allen Mezger, Attorney	*	IN THE
named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
James G. Gillespie and	*	ANNE ARUNDEL COUNTY
Shirley A. Gillespie, his wife	*	Equity No. 16149

* * * * * * * *

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 James G. Gillespie and Shirley A. Gillespie, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property 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, matter 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, April 3rd, 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 of Baltimore City, who was then and there the highest bidder, at and for the sum of Two Thousand ($2,000.00) Dollars, of which a deposit of Two Hundred ($200.00) 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 purchasers.

H. Allen Mezger, Attorney
named in Mortgage

FILED

1964 APR -7 AM 11:01

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

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 6th day of April, 1964, 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.

Charles W. Wilkerson

Charles W. Wilkerson - Notary Public

My commission expires May 3rd, 1965.

CHARLES W. WILKERSON NOTARY PUBLIC BALTIMORE, MD.

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

ORDER NISI

BOOK 154 PAGE 84

H. ALLEN MEZGER, Attorney named in Mortgage

versus

JAMES G. GILLESPIE and SHIRLEY A. GILLESPIE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,149 Equity

Ordered, this 7th day of April, 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 11th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of May next.

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

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

H.Allen Mezger, Atty.

Md. Gazette (Apr. 9 edition)

(Final Order)

H. ALLEN MEZGER, Attorney named in Mortgage

versus

JAMES G. GILLESPIE and SHIRLEY A. GILLESPIE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 12th day of May, 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 Jackson JUDGE.

FILED

1964 MAY 13 AM 9:39

12

MEZGER & MEZGER
Attorneys
One North Charles
Baltimore 1, Maryland

Attorney's Mortgage Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

IMPROVED WITH A six room frame dwelling and 2 frame buildings approximately 12' x 12' situate on South side of Fifth Avenue 100 feet West of Outing Avenue, being known as Lots 37, 38, 39 and 40, Section C, Plat of Hahn's (now Everd's) sub-division of Green Haven; Third Election District, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgage dated June 28th, 1960, from James G. Gillespie and Shirley A. Gillespie, his wife, said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1403, folio 21, the undersigned as Attorney, will offer for sale at public auction on the premises on;

FRIDAY,
APRIL 3RD, 1964
AT 2:00 O'CLOCK P.M.

the following described property:

Being known and designated as Lots Thirty-seven, (37), Thirty-eight, (38), Thirty-nine, (39), and Forty, (40), in Section C on the South side of Fifth Avenue on the Plat of Hahn's (now Everd's) sub-division of Green Haven, recorded among the Plat Records of Anne Aurndel County in Plat Book W.N.W. No. 3, folio 54, now Plat Book 4, folio 36.

13 No.

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. Property transfer tax imposed by local ordinance and costs for all revenue stamps to be paid for by purchaser.

H. ALLEN MEZGER
Attorney named in Mortgage

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

A-2

OFFICE OF 16,149

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 85

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 9, 1964

We hereby certify, that the annexed

Attorney's Mortgage Sale

James G. Gillespie

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 April, 1964. The first insertion being made the 12th day of March, 1964.

FILED
1964 APR 10 PM 4:23

THE CAPITAL-GAZETTE PRESS, INC.

By H. Gillespie

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,149 Equity

H. ALLEN MEZGER, Attorney named in Mortgage
versus
JAMES G. GILLESPIE and SHIRLEY A. GILLESPIE, his wife

Ordered, this 7th day of April, 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 11th day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of May next.

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

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
A-30

OFFICE OF

Maryland Gazette

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

BOOK 154 PAGE 86

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 2, 1964

We hereby certify, that the annexed Order Nisi Sale Eq 16,149 James G. Gillespie

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of May, 1964. The first insertion being made the 9th day of April, 1964.

FILED
1964 MAY -4 AM 10:56

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

14
No. M.G. 64-60

BOOK 154 PAGE 87

In the Case of

H. Allen Mezger, Attorney Named in Mortgage.

VS.

James G. Gillespie, etux

In the

Circuit Court

For

Anne Arundel County

No. 16,149 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 21 AM 11:37

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 8th day of June, 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 JUN -8 PM 3:01

15

16

Dr. **Mortgaged Real Estate of James B. Gillespie and Shirley A. Gillespie, his wife**

In Acct. with **H. Allen Mezger, Attorney Named in Mortgage**

				Cr.
By	Amount of Sale, as per Attorney's Report of Sale filed		2,000 00	
"	Interest, 6%, on deferred payment, $1,800.00, from 4/3/64 to 5/13/64		12 00	
				2,012 00
To	Attorney, for fee, viz	100 00		
"	" , for commissions, viz	93 00		
			193 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	93 76		
	Maryland Casualty Co. - bond	12 00		
	E. T. Newell & Co., Inc. - auctioneer's fee	50 00		
	Adjustment, 1964 taxes 1/1/64 to 4/3/64	34 45		
			190 21	
"	Arundel Federal Savings & Loan Assoc., Mortgagee, on account of mortgage claim filed	1,568 29		
			1,568 29	
				2,012 00
	Balance due on mortgage, as per claim filed	2,942 81		
	Interest, 6%, on principal balance, $2,913.17, from 4/1/64 to 6/5/64	31 59		
		2,974 40		
	Credit amount allowed above	1,568 29		
		1,409 11		

BOOK 154 PAGE 89

Isaac Hecht and Alan M. Wilner, Trustees	:	IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY (IN EQUITY)
vs.	:	No. 16,177
Leroy J. T. Windsor and Mary L. Windsor, his wife	:	

Mr. Clerk:

Please docket the above entitled case and file the Deed of Trust from Leroy J. T. Windsor and Mary L. Windsor, his wife to Isaac Hecht and Alan M. Wilner, Trustees, dated March 1, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1637 Folio 406, etc., as "Exhibit A" and enter my appearance for the Trustees.

Hecht and Hecht

by Joseph A. Luperini

Joseph A. Luperini
Attorney for the Trustees
1301 Munsey Building
Baltimore, Maryland 21202
Plaza 2-1169

1964 FEB 24 AM 11:47

BOOK 1637 PAGE 406 BOOK 154 PAGE 90

DEED OF TRUST

Equity No. 16,177

THIS DEED OF TRUST, Made this 1st day of March 1963, by and between LEROY J. T. WINDSOR and MARY L. WINDSOR, his wife,
party of the first part (hereinafter referred to as "Grantor")

and Isaac Hecht and ALAN M. WILNER

Trustees, parties of the second part, (hereinafter referred to as "Trustees")

10624

WHEREAS, Grantor is justly indebted unto Security Industrial Loan Association of Maryland, Inc. a corporation organized and existing under the laws of Maryland, in the principal sum of Three Thousand Eight Hundred Ten---------39/100----($3,810.39---) which includes interest at six per-cent (6%) per annum, for which amount Grantor has executed and delivered a certain promissory note bearing even date herewith and payable in 60 consecutive monthly installments, 59 of which are in the sum of $63.50 and the last of which is in the sum of $63.89, or such sum as may then be due and owing, whichever shall be greater, all of said installments being payable at The Central National Bank of Richmond, Richmond, Virginia or at such other place as the noteholder may designate in writing, the first installment being due on March 15, 1963 and each succeeding installment being due one month after the maturity of the immediately preceding installment;

720

AND WHEREAS Grantor desires to secure the prompt payment of said debt, and the interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the Trustees or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that Grantor, in consideration of the premises, and of one dollar, lawful money of the United States of America, paid by the Trustees, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, does hereby grant and convey unto Trustees the following described land and premises, situate in the ~~Anne Arundel County~~, State of Maryland:

BEGINNING for the first and being known as Lots 49, 50, 51 and 52 and 53 in Block 56 Plat of Herald Harbor on the Severn Amended Map Section C which plat is recorded among the plat Records of Anne Arundel County in Plat Cabinet 1 Rod L Plat 4 formerly recorded in Plat Book WNW3 Folio 34, now Plat Book 4 Folio 17.

BEGINNING for the second and being known as Lots 39, 40 and 41 Block 56 Plat of Herald Harbor on the Severn, Ammended Map Section C and recorded among the Land Records of Anne Arundel County in Plat Book 4 Folio 17.

BEGINNING for the third and being known as Lots 23 and 38 in Block 56 as shown on the plat of Herald Harbor on the Severn Amended Map Section C recorded among the Plat Records of Anne Arundel County in Plat Book 4 Folio 17.

BEING the same three lots of ground described in a Deed dated March 20, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1111 Folio 225 which were granted and conveyed by Ella May Durkee, Widow and William Ernest Henning and Eleanor Durkee Henning, his wife to grantors.

Together with all buildings, improvements, fixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration,ventilation or other services, and also together with any screens, window shades, storm doors and windows, screen doors, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not), and all the rights, easements profits and appurtenances thereunto belonging or in anywise appertaining, including, but not limited to, any equity which may be acquired by Grantor in such property as a result of the making of installment payments, estate, right, title, interest and claim of Grantor, either at law or in equity, in, to or out of the said land and premises.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit the Grantor to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have, and apply to and for his sole use and benefit, until default be made in the payment of the said promissory note hereby secured or any installment of interest or principal thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same as hereinafter provided, or in the performance of any of the covenants and agreements contained in this Deed of Trust.

AND upon the full payment of all the said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half commissions and expenses, at any time before the sale hereinafter provided for to release and reconvey unto and at the cost of the Grantor the said described premises.

AND UPON THIS FURTHER TRUST, upon any default or failure being made in the payment of the said note or of any installment of principal or interest thereon, when and as the same shall become due and payable, or upon the failure to provide and maintain proper fire and other hazard insurance, all as hereinafter provided or upon default being made in the payment, after demand therefor, of any money advanced as herein provided for, or of any proper cost, charge, commission, or expense in and about the same, then and at any time thereafter the Trustees acting in the execution of this trust shall have the power and it shall be their duty thereafter to sell, and, in case of any default of any purchaser, to resell, the said described land and premises at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the Trustees acting in the execution of this trust shall deem advantageous and proper; and to convey the same, upon compliance with the terms of sale, to, and at the cost of, the purchaser thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale: FIRSTLY, to pay all proper costs, charges and expenses, including all fees and costs herein provided for, and all moneys advanced for taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and

3

special, due upon said land and premises at the time of sale, and to retain as compensation a commission of Five (5) per centum on the amount of said sale; SECONDLY, to pay whatever may remain unpaid of said note whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, to pay the remainder of said proceeds, if any there be, to said Grantor upon the delivery and surrender to the purchaser, his heirs or assigns, of possession of the premises so sold and conveyed, less the expense, if any, of obtaining possession. Charges and expenses shall include reasonable attorney's fees incurred in collection.

The parties hereto further covenant and agree as follows:

1. In the event of the death of the last surviving Trustee, or the resignation, disability, removal from the jurisdiction, or refusal to act of the Trustees named in this deed of trust, or either of them, or for any other good cause, the holder of the note may designate and appoint a substituted trustee or trustees, which act shall be evidenced by the recordation of a certificate of such designation or appointment among the Land Records of the County or District in which the original deed of trust is recorded, and the trustee or trustees so substituted shall be and he, they or it, hereby is or are vested with all the same rights, powers and authority and charged with the same duties as the Trustees herein named.

2. In the event there is a default in any payment or charge provided for, in any prior or superior recorded Trust or Trusts or prior or superior liens of any kind including taxes and assessments on the premises herein described, it shall operate and cause all principal and interest of the note hereby secured to immediately mature and become due and payable and the Trustees herein shall have the power to sell and convey the premises as in the case of default; or the said party secured hereby, may, at his option, make such payment or pay such charge, and such payment shall be deemed to be secured by this Trust, and the failure by the Grantor herein to immediately reimburse said party making said payment or paying said charge, shall operate and cause all principal and interest of the note hereby secured to mature and become due and payable, and the Trustees herein shall have the power to sell and convey the premises as in the case of default, and if any building or buildings on the premises shall be removed or demolished, then the entire amount remaining unpaid shall become due and payable forthwith and sale may be made as in case of any default.

3. Grantor covenants and agrees to pay the indebtedness hereby secured, and in addition, to pay all ground rents, if any, and the taxes, special assessments, water rates and other governmental charges as they become due on the premises

4

covered hereby plus the premiums that will next become due and payable on fire and other hazard insurance on the premises covered hereby to the parties entitled to receive them. In the event grantor fails to make such payments, or in the event that, for any reason, said ground rent, taxes, special assessments, water rates, other governmental charges or fire or other hazard insurance shall be in default, past due, or lapse, as the case may be, then such failure or such default shall constitute a default on this deed of trust and upon the note secured thereby, upon which the Trustees shall have all rights and remedies herein provided. The amount of fire and other hazard insurance to be kept on the premises to be covered hereunder shall be of such types, in such amounts and for such periods as may be required by the noteholder and Grantor will notify noteholder immediately by mail of any loss arising under said policy or policies. The noteholder hereunder is authorized, for the account of the Grantor, to make any required payments under any lien prior hereto, or under this deed of trust, the non-payment of which would constitute default, including but not limited to principal and/or interest payments, taxes, ground rent and fire insurance premiums. All sums so advanced shall bear interest at the rate of Six Percent (6%) per annum, from the date of the advance to the date of repayment, shall attach to and become part of the lien created hereunder, shall become payable at any time on demand therefor and the failure to pay the same on demand shall, at the noteholder's option, constitute a default hereunder giving rise to all of the remedies herein provided in the event of other defaults. Grantor shall have the right to prepay the note hereby secured, or any installment thereunder, only in accordance with the terms and conditions of a separate letter agreement between Grantor and Security Industrial Loan Association of Maryland, Inc.

4. If the said property shall be advertised for sale, as herein provided, and not sold, the Trustees shall be entitled to one-half the commission above provided, to be computed on the amount of the debt hereby secured, together with all expenses and costs, including reasonable attorney's fees, incurred by said Trustees.

5. This deed of trust shall extend to and secure any and all proper late charges or other penalties provided for in the note secured hereby.

6. The Grantors further assign unto the holder of the note, as additional security, any rents which may now or hereafter be due upon the real property above described, it being understood that if, by reason of default under any of the terms hereof, the holder of the note collects said rents, such holder shall have the right of employing agents for that purpose and paying a percentage of the rents collected for such collection.

7. In the event of any default in any covenant of this Deed of Trust or of the note secured hereby, or in the

5

event a receiver or trustee is appointed for the property of Grantor, or of a major portion of his property, either in bankruptcy or in equity, or in case Grantor executes a deed of trust of his property for the benefit of creditors, then the whole loan with interest shall, at the option of the holders of the note, be and become due and payable.

8. The holders of the note secured hereby may at any time renew it; extend the time for payment of the loan or any part thereof or interest thereon; waive any of the covenants or conditions hereof or in the note, whether at the request of the Grantor, at the request of any other person having an interest in the said property, or otherwise; take or release other security; release any person primarily or secondarily liable; grant extensions, renewals or indulgences in the provisions hereof or in regard to other security; or enforce this deed of trust without regard to other security; all without releasing the Grantor from his obligations hereunder and without releasing the right of the Trustees and the holders of the note to enforce this Deed of Trust in regard to the said property.

9. Either of the Trustees herein shall have all the rights, powers and authority and be charged with all the duties, including that of release, that are hereby conferred or charged upon both. The rights, powers, privileges and discretions specifically granted to the Trustees herein and to the holders of the note under this Deed of Trust are not in limitation of, but in addition to, those to which they are entitled under any general or local law relating to Deeds of Trust in the State of Maryland, now or hereafter existing.

10. Grantor shall comply with all laws, ordinances and regulations affecting said property or its use.

11. Grantor covenants that he will warrant specially the land and premises hereby conveyed, and that he will execute such further assurances of said land as may be requisite or necessary. Grantor represents that the property hereby conveyed is subject to the following liens and encumbrances, and none other: Mortgage dated March 20, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1111 Folio 228 from Leroy J. T. Windsor and Mary L. Windsor, his wife to The Glen Burnie Savings and Loan Association of Anne Arundel County. Said first mortgage was given secure the principal sum of $6900 and interest.

12. No delay or omission of the Trustees or noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Deed of Trust to the Trustees or to the noteholder may be exercised from time to time and as often as may be deemed expedient. No waiver by the Trustees or by the noteholder of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default or to impair any rights therefrom.

6

BOOK 154 PAGE 95

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

IN WITNESS WHEREOF, the Grantor has hereunto set hand s and seal s on the day and year first herein-before written.

Signed, sealed and delivered in the presence of:

Dawn Colleen Davis — Leroy J. T. Windsor (SEAL)
~~Violette M. Worth~~, as to both — Leroy J. T. Windsor
DAWN COLLEEN DAVIS — Mary L. Windsor (SEAL)
Mary L. Windsor

(SEAL)

(SEAL)

STATE OF MARYLAND
Baltimore County to wit:

I HEREBY CERTIFY That on this 1st day of March 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the State and County aforesaid, personally appeared LEROY J. T. WINDSOR and MARY L. WINDSOR, his wife and they acknowledged the foregoing deed to be their act.

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

Dawn Colleen Davis
Notary Public
1600 ~~VIOLETTE M. WORTH~~ DAWN COLLEEN DAVIS

My commission expires:

May, 1963

Rec'd for record Mar. 4, 1963 at 2:58 P.M.
Mailed to Hecht & Hecht

7

STATEMENT OF MORTGAGE CLAIM

BOOK 154 PAGE 96

ISAAC HECHT and

ALAN M. WILNER, Trustees

vs.

LEROY J. T. WINDSOR and

MARY L. WINDSOR, his wife

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

(In Equity) No. 16,177

STATEMENT OF ~~MORTGAGE~~ DEBT

UNDER DEED OF TRUST

Property: All those lots of ground situate in Anne Arundel County as more fully described in the Deed of Trust filed in these proceedings

Statement of Claim by Security Industrial Loan Association of Maryland, Inc., under Deed of Trust from Leroy J. T. Windsor and Mary L. Windsor, his wife dated March 1, 1963 to Isaac Hecht and Alan M. Wilner, Trustees, securing a Deed of Trust Note to it, of even date in the principal amount of $3,810.39 from said Leroy J. T. Windsor and Mary L. Windsor, his wife to the Security Industrial Loan Association of Maryland, Inc.

Amount of Note	$3,810.39
Less payments to date	635.00
	3,175.39
Amount paid by S.I.L.A.of Md.,Inc. on First Mortgage to keep current	316.00
	$3,491.39
Late charge on overdue payments	12.70
	$3,504.09

In addition to above there will be a late charge of $6.35 each month accounting from 2/15/64 until debt is paid.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 20th day of February in the year nineteen hundred and sixty-four, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Isaac Hecht and Alan M. Wilner, Trustees

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,

Notary Public.

FILED FEB 24 AM 11:45 '64

8

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

BOOK 154 PAGE 97

ISAAC HECHT and

ALAN M. WILNER

vs.

LEROY J. T. WINDSOR and

MARY L. WINDSOR, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY (in Equity)

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

Case No. 16,177

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 Isaac Hecht, Agent for Security Industrial Loan Association of Maryland, Inc.

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

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

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

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

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

Isaac Hecht

ISAAC HECHT *Affiant.*
Agent for Security Industrial Loan Association of Maryland, Inc.

Subscribed and sworn to before me this 20th day of February 1964

Notary Public

FILED
1964 FEB 24 AM 11:47

9

BOOK 154 PAGE 98

NEW AMSTERDAM CASUALTY COMPANY

227 St. Paul Street, Baltimore, Maryland

No. 16,177 Equity

BOND NO: 0466-0357-0371-64 LIBER 12 PAGE 347

KNOW ALL MEN BY THESE PRESENTS: That we, Isaac Hecht and Alan M. Wilner, of 27th Floor, 10 Light Street, Baltimore 2, Maryland, Trustees, as Principals, and the NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with offices at 227 St. Paul Street, Baltimore 2, Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of THIRTY-SIX HUNDRED AND NO/100 ($ 3600.00) - DOLLARS, to be paid to the said State or it's certain attorney or assigns, to the payment thereof, 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 2nd day of March, 1964.

WHEREAS: the above bounden Isaac Hecht and Alan M. Wilner, Trustees by virtue of a Deed of Trust dated March 1, 1963 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber LNP No. 1637, Folio 406, have been authorized and empowered as trustees to sell real estate mentioned in the proceedings in the case entitled Isaac Hecht and Alan M. Wilner, Trustees vs. Leroy J. T. Windsor and Mary L. Windsor, his wife, now pending in the Circuit Court for Anne Arundel County, Maryland, in Equity No. 16,177.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Isaac Hecht and Alan M. Wilner, Trustees, do and shall well and faithfully perform the trust reposed in them by any future decree or order in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED in the presence of:

Witness as to Principals: both

Corrinne Hiller Ellis

Isaac Hecht

Alan M. Wilner

Witness as to Surety:

J. McDuffie

NEW AMSTERDAM CASUALTY COMPANY

BY: R. H. Nichols, Attorney-in-fact

FILED

1964 MAR -6 AM 11:14

Bond approved this 6 day of March, 1964

Louis N. Phipps Clerk

HECHT AND HEC[illegible]
Solicitors
27th Floor,— 10 Light Street
Baltimore, Maryland 21202

Trustee's Sale

ONE-STORY FRAME DWELLING CONSISTING OF 3 BEDROOMS, LIVING ROOM, DINING ROOM, KITCHEN and BATH, WITH STORM DOORS AND WINDOWS

LOCATED ON ROUTE 2, BOX 396, CROWNSVILLE, ANNE ARUNDEL COUNTY, MARYLAND

SALE TO BE HELD ON THE PREMESIS

MONDAY, MARCH 23rd, 1964 AT 2 O'CLOCK P.M.

Under and by virtue of the power and authority contained in a certain Deed of Trust from Leroy J. T. Windsor and Mary L. Windsor, his wife, to Isaac Hecht and Alan M. Wilner, trustees, dated March 1st, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1637, folio 406, etc.; default having occurred in the payment of the indebtedness thereby secured, and at the request of the party secured thereby, the undersigned Trustees will sell at public auction, as above

ALL THOSE TEN LOTS OF GROUND AND THE IMPROVEMENTS THEREON, situate in Anne Arundel County, and described as follows:

BEGINNING FOR THE FIRST and being known as Lots 49, 50, 51, 52 and 53 in Block 56 Plat of Herald Harbor on the Severn Amended Map Section C which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1 Rod L Plat 4 formerly recorded in Plat Book WNW3 Folio 34, now Plat Book 4 Folio 17.

BEGINNING FOR THE SECOND and being known as Lots 39, 40 and 41 Block 56 Plat of Herald Harbor on the Severn, Amended Map, Section C and recorded among the Land Records of Anne Arundel County in Plat Book 4 Folio 17.

BEGINNING FOR THE THIRD and being known as Lots 23 and 38 in Block 56 as shown on the plat of Herald Harbor on the Severn Amended Map Section C recorded among the Plat Records of Anne Arundel County in Plat Book 4 Folio 17.

BEING the same lots of ground described in a Deed dated March 20, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1111 Folio 225 which were granted and conveyed by Ella May Durkee, et. al. to Leroy J. T. Windsor and Mary L. Windsor, his wife.

11 N

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 99

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 20, 1964

We hereby certify, that the annexed

Trustee's Sale

Leroy J. T. Windsor

No. 16,172 Equity

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of March, 1964. The first insertion being made the 27th day of February, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

Said property will be sold subject to a prior mortgage, the balance of which will be announced at time of sale.

TERMS OF SALE: Cash. A deposit of $350 at time of sale, balance in cash upon final ratification of sale by the Circuit of Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement.

TAXES, and all other public charges, including special taxes, if any, to be adjusted to date of sale. Cost of all documentary stamps to be borne by the purchaser.

ISAAC HECHT
ALAN M. WILNER,
TRUSTEES.

ROBERT H. CAMPBELL
AUCTIONEER M-20

BOOK 154 PAGE 101

AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 23rd day of March, 1964, before me, the subscriber, a Notary Public in and for the State and City aforesaid, personally appeared HAL V. LACKEY, JR., ASSISTANT VICE PRESIDENT OF SECURITY INDUSTRIAL LOAN ASSOCIATION OF MARYLAND, INC., and he made oath in due form of law as follows:

1. That he is authorized to execute this Affidavit on behalf of Security Industrial Loan Association of Maryland, Inc.

2. That he is authorized on behalf of Security Industrial Loan Association of Maryland, Inc. to execute the attached certificate in reference to the purchase of the property.

3. That he did execute the attached certificate in reference to the purchase of the property which was sold at foreclosure by Isaac Hecht and Alan M. Wilner, Trustees.

AS WITNESS my hand and Notarial Seal.

Corrinne Miller Ellis, Notary Public

My commission
expires: 5/3/65

FILED
1964 MAR 26 PM 2:55

12

BOOK 154 PAGE 102 March 23rd 1964

We Security Industrial Loan Association of Md Inc. do hereby certify that we did purchase the property described on the reverse side of the Landbill at and for the sum of $1000 subject to first mortgage on which the balance was $3982.05 that Security Industrial Loan Asso of Md Inc purchased the same as principal and has not directly or indirectly discouraged anyone from bidding for the said property & unless interested we have caused this paper to be signed the day and date first above written

Witness
Robert H. Campbell
ROBERT H CAMPBELL

Security Industrial Loan Association of Md Inc
by Hal V. Lachey Jr
HAL V. LACHEY JR
Asst Vice President

I Robert H Campbell Auctioneer do hereby certify that I did on the 23rd day of March 1964 sell at public auction the property described on the reverse side of the Landbill to Security Industrial Loan Association of Md Inc for the sum of $1000.00 subject to first mortgage mentioned above and that the sale was duly made

Witness Isaac Hecht
ISAAC HECHT

Robert H. Campbell
ROBERT H CAMPBELL

FILED
1964 MAR 26 PM 2

13

ROBERT H. CAMPBELL BOOK 154 PAGE 103 - - - - - Auctioneer

HECHT AND HECHT, Solicitors
27th Floor—10 Light Street
Baltimore, Maryland—21202

TRUSTEES' SALE

ONE-STORY FRAME DWELLING CONSISTING OF 3 BEDROOMS, LIVING ROOM, DINING ROOM, KITCHEN AND BATH, WITH STORM DOORS AND WINDOWS

LOCATED ON ROUTE 2, BOX 396, CROWNSVILLE, ANNE ARUNDEL COUNTY, MD.

SALE TO BE HELD ON THE PREMISES

Monday, March 23, 1964

AT 2:00 O'CLOCK P.M.

Under and by virtue of the power and authority contained in a certain Deed of Trust from Leroy J. T. Windsor and Mary L. Windsor, his wife, to Isaac Hecht and Alan M. Wilner, trustees, dated March 1st, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1637, Folio 406, etc., default having occurred in the payment of the indebtedness thereby secured, and at the request of the party secured thereby, the undersigned Trustees will sell at public auction, as above

ALL THOSE TEN LOTS OF GROUND AND THE IMPROVEMENTS THEREON, situate in Anne Arundel County, and described as follows:

BEGINNING FOR THE FIRST and being known as Lots 49, 50, 51 52 and 53 in Block 56 Plat of Herald Harbor on the Severn Amended Map Section C which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1 Rod L Plat 4 formerly recorded in Plat Book WNW3 Folio 34, now Plat Book 4 Folio 17.

BEGINNING FOR THE SECOND and being known as Lots 39, 40 and 41 Block 56 Plat of Herald Harbor on the Severn, Amended Map Section C and recorded among the Land Records of Anne Arundel County in Plat Book 4 Folio 17.

BEGINNING FOR THE THIRD and being known as Lots 23 and 38 in Block 56 as shown on the plat of Herald Harbor on the Severn Amended Map Section C recorded among the Plat Records of Anne Arundel County in Plat Book 4 Folio 17.

BEING the same lots of ground described in a Deed dated March 20, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1111 Folio 225 which were granted and conveyed by Ella May Durkee, et al. to Leroy J. T. Windsor and Mary L. Windsor, his wife.

Said property will be sold subject to a prior mortgage, the balance of which will be announced at time of sale.

TERMS OF SALE: Cash. A deposit of $350 at time of sale, balance in cash upon final ratification of sale by the Circuit of Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement.

TAXES, and all other public charges, including special taxes, if any, to be adjusted to date of sale. Cost of all documentary stamps to be borne by the purchaser.

ISAAC HECHT
ALAN M. WILNER,
Trustees.

FILED

MAR 26 PM 2:57

BOOK 154 PAGE 104

ISAAC HECHT and ALAN M. WILNER, TRUSTEES	:	IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY (IN EQUITY) #16,177
VS.	:	
LEROY J. T. WINDSOR and MARY L. WINDSOR, his wife	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Report of Sale of Isaac Hecht and Alan M. Wilner, the Trustees named in Deed of Trust dated March 1st, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1637, folio 406, etc. from the said Leroy J. T. Windsor and Mary L. Windsor, his wife, to the said Isaac Hecht and Alan M. Wilner, Trustees, which Deed of Trust is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of their trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Evening Capital, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Isaac Hecht and Alan M. Wilner, Trustees, under and by virtue of the power and authority contained in said Deed of Trust (after default having occurred thereunder) did, pursuant to said notice, on the 23rd day of March, 1964 at 2:00 p.m. attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being located on Route 2 (Box 396) Crownsville, Maryland; more particularly and at length described in the aforementioned Deed of Trust and in the attached advertisement of sale.

FILED

1964 MAR 26 PM 2:53

14

HECHT AND HECHT
Solicitors
27th Floor — 10 Light Street
Baltimore, Maryland 21202

Trustee's Sale

ONE-STORY FRAME DWELLING CONSISTING OF 3 BEDROOMS, LIVING ROOM, DINING ROOM, KITCHEN and BATH, WITH STORM DOORS AND WINDOWS

LOCATED ON ROUTE 2, BOX 396, CROWNSVILLE, ANNE ARUNDEL COUNTY, MARYLAND
SALE TO BE HELD ON THE PREMESIS

MONDAY, MARCH 23rd, 1964 AT 2 O'CLOCK P.M.

Under and by virtue of the power and authority contained in a certain Deed of Trust from Leroy J. T. Windsor and Mary L. Windsor, his wife, to Isaac Hecht and Alan M. Wilner, trustees, dated March 1st, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1637, folio 406, etc., default having occurred in the payment of the indebtedness thereby secured, and at the request of the party secured thereby, the undersigned Trustees will sell at public auction, as above

ALL THOSE TEN LOTS OF GROUND AND THE IMPROVEMENTS THEREON, situate in Anne Arundel County, and described as follows:

BEGINNING FOR THE FIRST and being known as Lots 49, 50, 51, 52 and 53 in Block 56 Plat of Herald Harbor on the Severn Amended Map Section C which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1 Rod L Plat 4 formerly recorded in Plat Book WNW3 Folio 34, now Plat Book 4 Folio 17.

BEGINNING FOR THE SECOND and being known as Lots 39, 40 and 41 Block 56 Plat of Herald Harbor on the Severn, Amended Map Section C and recorded among the Land Records of Anne Arundel County in Plat Book 4 Folio 17.

BEGINNING FOR THE THIRD and being known as Lots 23 and 38 in Block 56 as shown on the plat of Herald Harbor on the Severn Amended Map Section C recorded among the Plat Records of Anne Arundel County in Plat Book 4 Folio 17.

BEING the same lots of ground described in a Deed dated March 20, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1111 Follo 225 which were granted and conveyed by Ella May Durkee, et. al. to Leroy J. T. Windsor and Mary L. Windsor, his wife.

Said property will be sold subject to a prior mortgage, the balance of which will be announced at time of sale.

TERMS OF SALE: Cash. A deposit of $350 at time of sale, balance in cash upon final ratification of sale by the Circuit of Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement.

TAXES, and all other public charges, including special taxes, if any, to be adjusted to date of sale. Cost of all documentary stamps to be borne by the purchaser.

ISAAC HECHT
ALAN M. WILNER,
TRUSTEES.

ROBERT H. CAMPBELL
AUCTIONEER M-20

BY TERMS OF SALE, a cash deposit of Three Hundred Fifty ($350.00) Dollars was required of the purchaser at the time and place of sale and taxes, and all other public charges, including special taxes, if any, to be adjusted to date of sale.

The property was sold to Security Industrial Loan Association of Maryland, Inc. at and for the sum of One Thousand ($1,000.00) Dollars, subject to the legal operation and effect of a Mortgage dated March 20th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1111, folio 228 from Leroy J. T. Windsor and Mary L. Windsor, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County on which the balance was $3982.05 at the time of sale; said purchaser being then and there the highest bidder.

Isaac Hecht

Alan M. Wilner, TRUSTEES

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 23rd day of March, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared ISAAC HECHT and ALAN M. WILNER, TRUSTEES, as aforesaid, and they made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Corrinne Miller Ellis, Notary Public

My commission expires: 5/3/65

15

ORDER NISI

BOOK 154 PAGE 107

ISAAC HECHT and

ALAN M. WILNER, TRUSTEES

versus

LEROY J.T.WINDSOR and

MARY L. WINDSOR, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,177 Equity

Ordered, this 26th day of March, 1964, That the sale of the property in these proceedings mentioned made and reported by Isaac Hecht and Alan M. Wilner, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of May next.

The report states that the amount of sale was $ 1,000.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Joseph A. Luperini, Atty. For the Evening Capital (April 2nd Edition)

(Final Order)

ISAAC HECHT and

ALAN M. WILNER, TRUSTEES

versus

LEROY J.T.WINDSOR and

MARY L. WINDSOR, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of May, 1964 that the sale made and reported by the Turstees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bruce Duckett

JUDGE.

FILED

1964 MAY -5 PM 2:21

16

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 16,177 Equity

ISAAC HECHT and
ALAN M. WILNER, Trustees
versus
LEROY J. T. WINDSOR and
MARY L. WINDSOR, his wife

Ordered, this, 26th day of March, 1964, That the sale of the property in these proceedings mentioned made and reported by Isaac Hecht and Alan M. Wilner, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of May next.

The report states that the amount of sale was $1,000.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-23

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 108

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 27, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,177

Leroy J. T. Windsor

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 May, 1964. The first insertion being made the 2nd day of April, 1964.

FILED 1964 APR 27 PM 3:56

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 6439

By H. Tilghman

In the Case of

ISAAC HECHT and ALAN M. WILNER, Trustees

VS.

LEROY J. T. WINDSOR and MARY L. WINDSOR, his wife

In the

Circuit Court

For

Anne Arundel County

No. 16,177 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 MAY 20 PM 3:21 FILED

All of which is respectfully submitted.

May 20, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 5th day of June, 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: R. E. Watson, deputy

FILED

1964 JUN -5 PM 4:09

18

19

Dr. ISAAC HECHT and ALAN M. WILNER, Trustees vs. LEROY J. T. WINDSOR and MARY L. WINDSOR, his wife

In Acct. with ISAAC HECHT and ALAN M. WILNER, Trustees

					Cr.	
1964, March 23						
Proceeds of Sale	1,000	00	1,000	00		
					1,000	00
To Trustees for Commissions, viz:	50	00	50	00		
To Trustees for Court Costs, viz:						
Plaintiffs Solicitors appearance fee	10	00				
Clerk of Court - Court costs	28	00				
Auditor - stating this account	22	50	60	50		
To Trustees for expenses, viz:						
Capital-Gazette Press - advertising sale	108	52				
Capital-Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	19	06				
Robert H. Campbell - auctioneer's fee	60	00				
New Amsterdam Casualty Co. - bond premium	14	40				
L.N.Phipps, Clerk - certified copy Report of Sale	1	50				
1964 County and State taxes	127	30				
Misc. - certified mail, photostats & notary fees	5	35	351	13		
To Security Industrial Loan Association of Maryland, Inc. - this balance on account of claim filed	538	37	538	37		
					1,000	00
Amount of Deed of Trust claim filed	3,504	09				
(Interest on principal balance of $3,491.39 from 2/15/64 to 6/8/64 - 113 days @ 6%)	65	10				
	3,569	19				
Cr. - amount allowed above	538	37				
Balance subject to Decree in Personam	3,030	82				

GLADYS M. MacGOWENS (Formerly GLADYS M. HALL) and JAMES HOWARD MacGOWENS, her husband 7214 Booker Drive Seat Pleasant, Maryland, Plaintiffs	IN THE
vs.	CIRCUIT COURT
ANTONIO LEE HALL, an Infant, c/o Gladys M. MacGowens, his mother and next friend 7214 Booker Drive Seat Pleasant, Maryland	FOR ANNE ARUNDEL COUNTY
and	IN EQUITY
WILLIAM LEE HALL, JR., an Infant, c/o Gladys M. MacGowens, his mother and next friend 7214 Booker Drive Seat Pleasant, Maryland,	15,723 Equity
and	
GLADYS M. MacGOWENS, (formerly GLADYS M. HALL, Administratrix of the Estate of William Lee Hall, Deceased, 7214 Booker Drive Seat Pleasant, Maryland	
and	
RICHARD LEE c/o William M. Manko, Esquire Masonic Temple Building Reisterstown, Maryland	
and	
RICHARD L. ALPERSTEIN, c/o Cohen and Cohen 552 Equitable Building Baltimore 2, Maryland,	
Defendants	

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Gladys M. MacGowens, formerly Gladys M. Hall, and James Howard MacGowens, her husband, Plaintiffs, by J. Calvin Carney, their attorney, respectfully shows:

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

FILED
1963 JUL 15 AM 9:12

1. That William Lee Hall died, a resident of Gambrills, Anne Arundel County, State of Maryland, on June 17, 1960, intestate, leaving surviving him as his sole heirs at law and next of kin his wife, Gladys M. Hall, now Gladys M. MacGowens, who has since intermarried, and whose husband is James Howard MacGowens, and the two following children:

Antonio Lee Hall, born April 20, 1957
William Lee Hall, born January 5, 1959

2. That Gladys M. Hall, now Gladys M. MacGowens, was appointed administratrix of the Estate of her Husband, William Lee Hall, by the Orphans' Court of Anne Arundel County, State of Maryland, on June 23, 1960, as per certificate of such appointment attached hereto as part hereof, marked Plaintiffs' Exhibit No. 1; that notice to creditors was issued in said estate on June 23, 1960, expiring on January 3, 1961.

3. That at the time of his death, the said William Lee Hall was the owner in fee simple of a tract or tracts or parcels of land containing 2.866 acres of land, more or less, situate at Gambrills in the Fourth Election District of Anne Arundel County, State of Maryland, and in which property the said William Lee Hall, until the time of his death, conducted a tavern with a beer and wine license known as Triangle Inn, and which property was also occupied by said wife and children of said William Lee Hall as their residence.

4. That by deed dated July 21, 1932 and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 97 folio 467 Carey L. Meredith and Mary G. Meredith, his wife, conveyed to Henry L. Price and Geraldine Price, his wife, all that tract of land located in the 4th Election District of Anne Arundel County, described as follows:

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

2

Beginning for the same at a point on the northwest side of Crain Highway, said point of beginning being northeasterly along said side of said Highway 954.5 feet from a pipe previously set at the intersection of said side of said Highway with the lines of the conveyance from Emil Ruppert and wife to Carey L. Meredith by deed dated 9/9/30 and recorded in Liber F.S.R. 76 folio 471 of the Land Records of Anne Arundel County, thence with said side of said Highway northeasterly 200 feet, thence leaving said Highway North 63° 15' West 1208.2' and South 53° 15' West 200' to intersect a line drawn North 63° 15' West 1208.2' from said point of beginning, thence with said line reversed South 63° 15' East 1208.2' to the point of beginning.

a certified copy of which Deed is attached hereto as part hereof, marked Plaintiff's Exhibit No. 2. That said tract includes the property involved in this case.

5. That at the time of said Deed, said Henry L. Price and Geraldine Price were man and wife and held the aforesaid property as tenants by the entireties. Said Geraldine Price obtained a divorce a vinculo matrimonii from Henry L. Price on March 1, 1943 in the Circuit Court for Anne Arundel County, which divorce changed the estate in said property to tenants in common. That acertified copy of said Decree of Divorce dated March 1, 1943 is attached hereto as part hereof.

6. That by Deed dated February 6, 1947 and recorded among said Land Records in said County in Liber J.H.H. No. 395 folio 426 said Henry L. Price conveyed to said Geraldine Hall, his former wife, all his right, title and interest in and to the aforesaid property described in the aforesaid Deed.

7. Said Geraldine Hall, also known as Geraldine P. Hall, died on April 11, 1954, a resident of Anne Arundel County, State of Maryland, leaving a Last Will and Testament dated April 29, 1953, which Will was duly admitted to probate and is now of record in the office of the Register of Wills for Anne Arundel County in Wills Liber R.G.P. No. 5 folio 261, a certified copy of which Will is

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

3

attached hereto, marked Plaintiffs' Exhibit No. 4; that as will appear by said Will, all the rest and residue of the Estate of said Geraldine P. Hall, including the property above described, was devised and bequeathed by said Geraldine P. Hall to her husband, William Lee Hall, of Gambrills, Maryland, and said William Lee Hall was appointed Executor of such Will; that a notice to creditors was filed in said Estate under date of May 4, 1954, and said Estate was administered in the Orphans' Court of Anne Arundel County, Estate Docket 244, folio 141, Case No. 8720.

8. That said William Lee Hall married said Gladys M. Hall on September 18, 1955 at Severna Park, Maryland, by a religious ceremony, a certified copy of said marriage record being attached hereto as part hereof, marked Plaintiffs' Exhibit No. 5.

9. That by Deed dated April 11, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1288 folio 201, said William Lee Hall and Gladys M. Hall, his wife, deeded to the State of Maryland, to the use of the State Roads Commission, all that tract of land described therein.

10. That said Richard L. Alperstein is the holder of an alleged confessed judgment note dated August 26, 1960 in the sum of $4385.40, payable in 60 equal and consecutive monthly installments of $73.09 each, the first payable 60 days after date thereof, and signed "Gladys M. Hall, Adm. of Estate of William Lee Hall; William L. Hall Jr., Antonio L. Hall, Gladys M. Hall, Parent & Guardian", a photostatic copy of which is attached hereto as part hereof; that said Richard L. Alperstein caused a confession of judgment to be entered against said Gladys M. Hall individually and as administratrix of the Estate of William Lee Hall in the Superior Court of Baltimore City, C.J. 13, folio 174, under date of

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

November 23, 1960, in the sum of $4385.40, plus interests, costs and attorney's fee of $657.81; that a certified copy of the docket entries in said case as well as all the papers in said case are filed herewith marked Plaintiffs' Exhibit No. 7; that said note was in payment of certain repairs and renovations made to the property hereinbefore mentioned, and known as Triangle Inn, and were made after the death of the said William Lee Hall, and were necessary to properly maintain said property and to be able to use the same, and to conduct a business therein; that said Gladys M. Hall was required to conduct the business after her said husband's death to support herself and said minor children, and that the said repairs and improvements were for the benefit and advantage of the infants, who hold a two-thirds interest in said property, and for their mother, Gladys M. Hall, now Gladys M. MacGowens, who owned the remaining one-third interest in the property; that said Gladys M. Hall, now Gladys M. MacGowens, individually and as Administratrix of the Estate of William Lee Hall filed a motion to strike out said Judgment on a number of grounds, in that the work done was faulty and was not done in a workmanlike manner, and the amount charged for said work was excessive; and that said Richard L. Alperstein filed a certified copy of said judgment note in the office of the Clerk for the Circuit Court for Anne Arundel County, Law Docket 15 folio 475, Case No. A-4462 Law, and also filed a claim on said note and on said judgment in and against the estate of William Lee Hall, which is now being administered in the Orphans' Court for Anne Arundel County, in the amount of $4385.40 and costs and attorney's fee of $657.61.

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

11. That one Richard Lee filed a mechanic's lien against the said Gladys M. Hall, Administratrix of the Estate of William Lee Hall, William Lee Hall, Jr. and Antonio Lee Hall in the Circuit Court for Anne Arundel County, Mechanics Lien Docket 15 folio 581 in the sum of $1225.00, and against the aforesaid fee simple property and the improvements thereon known as Triangle Inn, and the said Richard Lee has also filed foreclosure sale on said mechanic's lien in the Circuit Court for Anne Arundel County, Docket 19, folio 297, Case No. 14268; that said Gladys M. Hall, Administratrix as aforesaid, and said William Lee Hall, Jr. and Antonio Lee Hall filed an Answer to such Petition to foreclose such lien.

12. That said Gladys M. MacGowens, formerly Gladys M. Hall, individually and as Administratrix of the Estate of William Lee Hall, and as mother and next friend of said Antonio Lee Hall and William Lee Hall, Jr., infant children of said William Lee Hall, through their attorneys, have been conducting negotiations with the attorneys for the aforesaid judgment holder and lien claimant, and subject to the approval of this Court, said claims have been agreed to be finally and forever adjusted, settled and compromised by the payment by Gladys M. MacGowens, formerly Gladys M. Hall, individually and as Administratrix of the Estate of William Lee Hall, and mother and next friend of said Antonio Lee Hall and William Lee Hall, Jr., infant children of said William Lee Hall, for the sum of $2,000.00 cash, and court costs in the aforesaid proceedings, so that upon payment of said sum of $2,000.00 and costs, all the aforesaid claims shall be released and entered fully paid and satisfied.

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

13. That upon the death of said William Lee Hall, title to the aforesaid property became vested in said Gladys M. Hall, now Gladys M. MacGowens, his widow, as to one-third, and in Antonio Lee Hall, minor, as to one-third, and to William Lee Hall, Jr., minor, as to one-third, subject to the administration of said personal estate.

14. That the estate of said William Lee Hall is without funds to pay the sum of $2,000.00 and costs agreed to be paid for said repairs and improvements, and that unless said matter is settled and/or paid, the property is in danger of being sold to satisfy the aforesaid claims.

15. That the aforesaid settlement of $2,000.00 and costs, in the judgment of the plaintiffs and their counsel, after thorough and careful investigation of the entire matter, represent the fair and reasonable cost of the repairs and improvements made to the aforesaid property, and that the payment of said sum will be to the benefit and advantage of the said infants, two-thirds of said settlement being paid by the said infants out of their interest in the real property aforesaid, and the other one-third being paid by said Gladys M. Hall, now Gladys M. MacGowens, mother of said infants.

16. That said property, according to a recent survey of James D. Hicks, County Surveyor of Anne Arundel County, dated March 13, 1963, a copy of which is attached hereto as part hereof, is described as follows:

> Beginning for the same at an iron pipe here found at the end of the North 63 degree 15 minute West 1208.2 ft. line in that conveyance from Henry L. Price to Geraldine Hall by deed dated February 6, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 395 folio 427. Thence

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

from the point of beginning so fixed and binding on a part of said 1208.2 ft. line, reversely with meridian corrected, South 62 degrees 56 minutes 10 seconds East 698.04 ft. to intersect the northwesternmost right-of-way line of the Southbound Lane of Md. Rte. 3 as shown on the Maryland State Roads Commission Plat Nos. 16267 and 16265; thence binding on said right-of-way line, South 53 degrees 33 minutes 50 seconds West 183.41 ft.; said last mentioned point being located 63 ft. northwesterly at right angles from station 278 plus 00 base line of right-of-way as shown on said State Roads Commission Plat No. 16265; thence still with said right-of-way line, North 36 degrees 26 minutes 10 seconds West 5.00 ft. and South 53 degrees 33 minutes 50 seconds West 19.06 ft.; said last mentioned point being the intersection formed by the southwesternmost outline of the above mentioned conveyance to Geraldine Hall with the northwesternmost right-of-way line of the Southbound Lane of Md. Rte. 3; thence leaving said right-of-way line and binding on a part of said southwesternmost outline, North 62 degrees 56 minutes 10 seconds West 692.45 ft.; said last mentioned point being at the end of the South 53 degree 15 minute West 200 ft. line in said conveyance to Geraldine Hall; thence binding on said 200 ft. line, reversely with meridian corrected, North 53 degrees 33 minutes 50 seconds East 200.00 ft. to the point of beginning.

Containing 2.866 acres of land, more or less, within the bounds of this description according to a survey and plat made by James D. Hicks, County Surveyor dated March 13, 1963.

Being a part of that conveyance from Henry L. Price to Geraldine Hall by deed dated February 6, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 395, folio 427.

Beginning for the same at the intersection formed by the southwesternmost right-of-way line Southbound Lane of Md. Rte. 3 as shown on the Maryland State Roads Commission Plat No. 16265, with the southwesternmost outline of that conveyance from Henry L. Price to Geraldine Hall by deed dated February 6, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 395, folio 427. Thence from the point of beginning so fixed and binding on said right-of-way line, North 53 degrees 33 minutes 50 seconds East 126.76 feet; said last mentioned point being 77 ft. southeasterly at right angles from station 279 plus 80 base line of right-of-way as shown on the Maryland State Roads Commission Plat No. 16267; thence still with said right-of-way line North 83 degrees 09 minutes 20 seconds East 117.44 ft. to a point where said right-of-way line is intersected by the northeasternmost outline of said conveyance to Geraldine Hall; thence binding on a part of said northeasternmost outline and leaving said right-of-way line, South 62 degrees 56 minutes 10 seconds East 146.65 ft. to intersect the right-of-way line spur connection between the northbound lane and the southbound lane of Md. Rte. 3; thence binding on said right-of-way line, South 42 degrees 22 minutes 44 seconds East 25.46 ft.; said last mentioned point being 30 ft. southwesterly at right angles from station 2 plus 90 base line of right-of-way spur connection as shown on the Maryland State Roads Commission Plat No.

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

8

16266; thence binding on the northwesternmost right-of-way line of the northbound lane of Md. Rte 3, South 7 degrees 25 minutes 50 seconds West 120.23 ft.; said last mentioned point being located northwesterly from station 279 plus 25 base line of right-of-way northbound lane, Md. Rte 3 as shown on said last mentioned State Roads Commission Plat No. 16266; thence still with said right-of-way line, with a regular curve to the right having a radius 5,139.90 ft., a length of 63.00 ft., and a chord, South 52 degrees 43 minutes 14 seconds West 62.99 ft.; said last mentioned point being the intersection formed by said right-of-way with the southwesternmost outline of said conveyance to Geraldine Hall; thence leaving said Northbound Lane and binding on a part of the aforementioned southwesternmost outline, North 62 degrees 56 minutes 10 seconds West 337.62 ft. to the point of beginning.

Containing 1.186 acres of land, more or less, within the bounds of this description according to a survey and plat made by James D. Hicks, County Surveyor dated March 13, 1963.

Being a part of that conveyance from Henry L. Price to Geraldine Hall by deed dated February 6, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 395 folio 427.

17. That by Article 16 Sec. 53 of the Annotated Code of Maryland, as amended by Chapter 36, Sec. 13 of the Acts of 1962, it is provided as follows:

> Sec. 53. Same-- Mortgage instead of sale.
> In all cases where it shall appear to the court in a proceeding in accordance with the Maryland Rules, that it would be for the benefit and advantage of an infant to raise money by mortgage for improvements and repairs, made or to be made, to his real property, or for monies spent or to be spent for the maintenance, support and education of the infant, or for monies spent or to be spent for the purchase of equipment, stock, including livestock, for seeds, fertilizer, cost of cultivating and harvesting crops necessary for the maintenance, upkeep, and operation of the real property intended to be encumbered, or to pay any charges, liens or encumbrances thereon, the court may, on application of the guardian or next friend of such infant, decree the conveyance of any interest, estate or term of years of such infant in any lands or real estate or personal property by way of mortgage, in such form and on such conditions as the court may direct, and the court may direct the guardian of such infant to execute such conveyance. The provisions of this section are to apply to the interest or estate which any infant may hold in common or jointly with any person of full age, and to all interests or estates to which any infant may be entitled in reversion, remainder or otherwise, and the court may decree that the interest of the tenant of the particular estate, or the holder of the prior remainders may be mortgaged with the consent of such tenant or holder; and the mortgagee shall not be required to look to the application of the proceeds of the mortgage.

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

9

18. That no guardians have been appointed for said infants. That by Article 16 Section 53 it is provided that the proceedings should be conducted in accordance with the Maryland Rules of Procedure; that by Rule R 71 of the Maryland Rules of Procedure, it is provided as follows:

Rule R 71. Infants--Property of.

A. Venue.

A petition for the encumbrance, sale or alienation of property of an infant for the benefit and advantage of the infant shall be filed in the equity court of the county in which such infant resides, or, if such infant is a non-resident, in the county in which the property is located.

B. Petition.

The petition shall be filed by the guardian or next friend of the infant and shall state the property of the infant, the relief sought, and the facts and circumstances showing such relief to be for the benefit and advantage of the infant.

C. Service.

The infant shall be summoned as a defendant pursuant to Rule 119 (Service - Persons under Disability).

D. Additional Parties.

Any other person affected by the relief sought may be made a defendant.

E. Guardian ad litem.

When the infant has been summoned, the court shall appoint a guardianad litem, who shall appear and answer for the infant.

F. Proof.

No decree authorizing the encumbrance, sale or alienation of property of an infant may be entered except upon proof of facts and circumstances showing the relief to be for the benefit and advantage of the infant and upon the testimony or verified certificate of two qualified persons as to the value of the property involved.

G. Decree.

The court in its decree may appoint a trustee to take such action as may be necessary to carry out the terms thereof.

19. That the parties hereto have agreed that a first lien 6% ten year direct reduction mortgage of $2700.00 should be executed by a trustee to be appointed herein to the Belair Road

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

Building and Loan Association, Incorporated, represented by J. Calvin Carney, Attorney, which has agreed to grant said mortgage on said property which is now rented; said property is now clear of mortgage; it is expected that said mortgage will provide sufficient monies to pay the amount of the agreed settlement and said claims and preparing and filing the papers in court in opposition to the enforcement of said claims and negotiating and concluding said settlement, and examining said title and preparing and conducting these proceedings.

20. That it is absolutely necessary and it would be to the benefit and advantage of said infants that said Trustee be appointed to execute said mortgage and raise said money.

TO THE END, THEREFORE:

1. That Antonio Lee Hall and William Lee Hall, Jr., Defendants, may be summoned herein, and that a guardian ad litem may be appointed for them and an Answer filed herein.

2. That this Court may appoint a Trustee herein to execute the aforesaid mortgage for the aforesaid purposes.

3. That said Trustee shall be accountable to this Court for the proceeds of said mortgage and the disposition thereof, and have an auditor's account stated herein showing payment of the aforesaid proceeds.

4. And for such other and further relief as the nature of the case may require.

This 28th Day June 1963

Gladys M. MacGowens (formerly Gladys M. Hall)

James Howard MacGowens,

Plaintiffs

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

J. Calvin Carney
3 E. Lexington Street
Baltimore 2, Maryland - PL 2-8445
Attorney for Plaintiffs

STATE OF MARYLAND, PRINCE GEORGES COUNTY, to wit:

I HEREBY CERTIFY that on this 29th day of June 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Prince Georges County aforesaid, personally appeared Gladys M. MacGowens (formerly Gladys M. Hall), and James Howard MacGowens, her husband, and made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true as therein set forth to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

William E. Schmidt
Notary Public
530- Addison road
Seat Pleasant
Prince George's County Md.

NOTARY PUBLIC

Sworn To and Sealed this 28th Day June 1963

MY COMMISSION EXPIRES MAY 1, 1965

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

12

BOOK 154 PAGE 123

The State of Maryland

Anne Arundel County, Sc:

THE SUBSCRIBER, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records in his office, that *Letters of Administration* of all the goods, chattels, credits and personal Estate of William Lee Hall deceased, was on the 23" day of June in the year of our Lord one thousand nine hundred and sixty, granted and committed unto Gladys M. Hall who was then and there appointed Administratrix of the said deceased, and that the above letters are now in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 8" day of July in the year of our Lord nineteen hundred and sixty-three

TEST:

George M. Dutrow

Register of Wills for Anne Arundel County.

Plaintiff's Exhibit 1

FILED

1963 JUL 15 AM 9:13

(Int. Rev. Stamp $1.00)

THIS DEED made this 21st day of July in the year nineteen hundred and thirty two by and between Carey L. Meredith and Mary G. Meredith, his wife, of the first part of Anne Arundel County , Maryland, and Henry L. Price and Geraldine Price his wife, of the second part, of Washington . D. C. WITNESSETH:

That for and in consideration of the sum of ten dollars, current money in hand paid by the said parties of the seconddpart to the saidparties of the first part, at or before the exe-

cution and delivery of these presents, the receipt whereof is hereby acknowledged and for divers other good and valuable considerations, them thereunto moving the said Carey L. Meredith and and Mary G. Meredith, his wife, have bargained and sold and by these presents do grant and convey unto the said Henry L. Price and Geraldine Price, his wife as tenants by entireties, their heirs and assigns, in fee simple, all that tract part of a tract ~~price~~ parcel or parcel of land situate and lying and being in the Fourth Election District of Anne Arundel County, Maryland, beginning for the same at a point on the northwest side of the Crainhighway said point of beginning being northeasterly along said side of said highway, 954.5 feet from a pipe previously set at the intersection of said side of said highway with the lines of the conveyance from Emil Ruppert and wife to Carey L. Meredith by deed dated September 9th. 1930 and recorded in Liber F. S. R. No. 76 folio 471 one of the Land Records Books of Anne Arundel County , Maryland, thence with said side of said highway northeasterly 200 feet thence leaving said Highway N.63° 15' west 1208.2 feet and south 53° 15' west 200 feet to intersect a line drawn north 63° 15' west 1208.2 feet from said point of beginning, thence with said line reversed south 63° 15' east 1208.2 feet to the beginning. Containing five acres of land more or less.

BEING part of the same property which by deed dated September 9th, 1930 and recorded in Liber F. S. R. No. 76 folio 471, was granted and conveyed by Emil Ruppert and wife to Carey L. Mersdith.

TOGETHER with the buildings and improvements thereupon erected made or being and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lot of ground with its appurtenances unto and to the proper use and benefit of them the said Henry L. Price and Geraldine Price, his wife, as tenants by entireties, their heirs and assigns, in fee simple.

AND the said parties of the first part covenant that they will warrant specially the title to the property hereby conveyed and will execute such other and further assurances thereof as may be requisite.

WITNESS the hands and seals of the above named grantors on the day and year first above written.

TEST:

Marvin I. Anderson — Carey L. Meredith (seal)

Mary G. Meredith (seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY that on this 21st day of July in the year nineteen hundred and thirty-two before me the subscriber a Notary Public of the State of Maryland. in and for Anne Arundel County aforesaid personally appeared Carey L. Meredith, and Mary G. Meredith, his wife and acknowledged the aforegoing deed to be their act and deed.

WITNESS my hand and seal Notarial.

(Notarial Seal)

Marvin I. Anderson

Notary Public

Recorded July 30, 1932 at 10-A. M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber F S R No. 97 folio 467 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 27 day of MAY A. D. 1963

Louis D. Phipps
Clerk of the Circuit Court for Anne Arundel County

15A

FILED: 1963 JUL 15, AM 9.12

BOOK 154 PAGE 127 Plaintiff's Exhibit No. 3

Geraldine Price

VS.

Henry Lee Price

No. 2099 Divorces-Equity.
In the Circuit Court for Anne Arundel County, Maryland.

This cause standing ready for hearing and being submitted by the plaintiff the proceedings were read and considered by the Court.

Whereupon it is ordered this 1st day of March Nineteen Hundred and Forty-Three by the Circuit Court for Anne Arundel County sitting in Equity, and by authority of this Court adjudged, ordered and decreed that the above named plaintiff Geraldine Price be and is hereby divorced "a vinculo matrimonii" from the defendant the said Henry Lee Price.

And is further adjudged, ordered and decreed that the Defendant pay the costs of these proceedings.

Ridgely P. Melvin
Judge

STATE OF MARYLAND, Anne Arundel County, Sct:

I hereby certify that the foregoing is a true copy of decree of Court passed in the above entitled cause in the Circuit Court for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affixed the seal of the Circuit Court for Anne Arundel County this 6th day of May, A. D., 1943.

Louis N. Phipps, Clerk.

FILED
1963 JUL 15 AM 9:12

16

BOOK 154 PAGE 128

I, GERALDINE P. HALL, of Gambrills, Anne Arundel County, State of Maryland, being of sound and disposing mind and capable of executing a valid deed or contract, do make, publish, and declare this to be my Last Will and Testament, hereby revoking all other wills or codicils heretofore by me made.

After payment of all my just debts and funeral expenses, I hereby give, devise and bequeath all of my property of whatever description, whether real, personal or mixed, wheresoever situate, as follows:

1. I give, devise and bequeath to Jessie Lee May, Route 3, Box 37, Jayess, Mississippi, all that tract of unimproved land containing twenty nine (29) acres, more or less, situate in Sartinville, Walthall County, Mississippi, which was conveyed to me by James Toney and wife recorded in Walthall County in Book 54, Page 123.

2. All the rest and residue of my property, real, personal or mixed, wheresoever situate, I give, devise and bequeath to my husband, William Lee Hall, of Gambrills, Anne Arundel County, Maryland.

I hereby appoint William Lee Hall, executor of this, my Last Will and Testament.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this 29th day of April, 1953.

Geraldine P. Hall (SEAL)
Geraldine P. Hall

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

Virginia P. Hall
Catherine N. Botts
Mawn F. Anderson

FILED
1963 JUL 15 AM 9:12

Plaintitt's Exhibit 4

17

BOOK 154 PAGE 129

STATE OF MARYLAND

Anne Arundel County

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

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 6th *day of* May *in the year of our Lord, nineteen hundred and fifty* sixty-three

George M. Nutwell

Register of Wills for Anne Arundel County

17A

4

BOOK 154 PAGE 130

Marriage License

LICENSE NO. 3928

State of Maryland

ANNE ARUNDEL COUNTY

TO CLERGYMAN: This license is valid only for 6 months from license date. The ceremony must be performed in County where license was issued. This license is for your files.

To any Clergyman or Religious Offical authorized by the laws of this State to solemnize Marriage:

You are hereby authorized to join the following persons together in the Holy Estate of Matrimony according to the rules and ceremonies of your church, society or religious sect, and the laws of this State.

Groom's Name: WILLIAM L.F. HALL

Groom's Residence: Gambrills Md.

Groom's Occupation: Tavern Operator

Bride's Residence: Dist. Training School Laurel Md.

Bride's Marital Status: Divorced

Bride's Name: GLADYS MIZZELL KAISER

Age 51 Color Negro Birthplace Ga.

Marital Status Widower

Age 32 Color Negro Birthplace Va. (State)

Relationship to groom if any None

License Date: Sept. 8, 1955

Given under my hand and the Seal of the Court this 18 day of September 1955

George J. Cromwell
Signature - Clerk of the Court

Rev. George A. White
Date of Marriage

Severna Park Box 331B
Signature of Clergyman

License Fee- Resident $2.00 Non-Resident $

FILED

1963 JUL 15 AM 9:12

Plaintiff's Exhibit No. 5

18

(Nar. and Confession of Judgt.) Filed

Docket CJ 13
Folio 174
File 9885C
R. D.

J 12449

BOOK 154 PAGE 131

IN THE SUPERIOR COURT OF BALTIMORE CITY

CITY OF BALTIMORE, TO WIT:

RICHARD L. AEPERSTEIN

by ARTHUR L. ISAACS

his attorney sues GLADYS M. HALL, Individually and as Administratrix of Estate of William Lee Hall (Deceased), Gambrills, Maryland. A A Co

(Insert address of the defendants)

For money payable by the Defendant to the Plaintiff.

And for that the Defendant, on the 26th day of August 1960, by her promissory note, now overdue, promised to pay to EDWARD LEVINE $ Four Thousand Three Hundred Eighty-Five Dollars and Forty Cents ($4,385.40) as well as a Counsel fee of $ Six Hundred Fifty-Seven Dollars and Eighty-One Cents ($657.81) after date, but did not pay the same. (Said note contains a provision waiving all exemption.)

That said promissory note was negotiated to the Plaintiff herein, before maturity, and said Plaintiff is a holder in due course thereof.

And the Plaintiff claims $ 6,000.00

Arthur L. Isaacs
ARTHUR L. ISAACS Attorney for Plaintiff.

Address

JAMES F. CARNEY, Clerk of the Superior Court of Baltimore City:

Docket this case by consent, and enter the appearance of SIDNEY WALDMAN for the Defendant, and enter a Judgment by confession for the Plaintiff for the sum of Four Thousand Three Hundred Eighty-Five dollars and Forty cents, with interest from the 26th day of October, 1960, costs of suit and Attorney's Fees of $ Six Hundred Fifty-Seven Dollars and Eighty-One Cents as provided in said note.

Arthur L. Isaacs
ARTHUR L. ISAACS Attorney for Plaintiff.

Sidney Waldman
SIDNEY WALDMAN Attorney for Defendant.

JUDGMENT BY CONFESSION for the sum of $ 4,385.40 interest, costs and attorney's fee of $657.81 exemptions waived

entered this 23 day of November, 1960

James F. Carney
Clerk.

11.75
7.25
19.00

5000—1-60

BOOK 154 PAGE 132

STATE OF MARYLAND,
BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 18th day of November, 19 60, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared RICHARD L. ALPERSTEIN the Plaintiff (the agent of the Plaintiff, having personal knowledge of the facts) and made oath in due form of law that $ 4,385.40 of the within claim are still due and unpaid. Also personally appeared RICHARD L. ALPERSTEIN plaintiff in the above entitled cause, and made oath in due form of law that the defendant

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

is a private citizen living in Gambrills, Maryland

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

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my Notarial Seal, this 18th day of November, 19 60

Arthur L. Isaacs

Notary Public.

BOOK 154 PAGE 133

NOTE

$ 4385.70 (Total of Note) Gambrills (City or Town) Md (State) Aug 26 (Date) 19 60

FOR VALUE RECEIVED, I (we, jointly and severally) promise to pay to the order of

Edward Levine (Name of Dealer)

(Edward Levine) Four thousand three hundred eighty-five 40/100 DOLLARS

In 60 Equal and Consecutive Monthly Installments of $ 73.09 Each, the First Payable 60 pays after Date Hereof with interest after maturity at 6% per annum.

If any installment of this note is not paid at the time and place specified herein, the entire amount shall become due and payable forthwith at the election of the holder of the note.

In the event any installment due hereon is not paid within 10 days after it shall have become due, the maker or makers hereof shall pay to any holder of this note, in addition to the amount of such installment, and, as costs of collection, 5% thereof or the sum of $5.00, whichever is the lesser; otherwise the full amount then due on this note shall be immediately due and payable, at the election of the holder.

In the event of any default, I (we, jointly and severally) hereby waive all exemption of the laws of the State of Maryland, the District of Columbia, and/or any other State or Territory of the United States, and authorize any attorney of any court of record to appear for me (us) in any Court of competent jurisdiction in the State of Maryland, the District of Columbia, or any other State or Territory of the United States and to confess judgment for the amount appearing due and payable against me (us) plus fifteen per cent attorney's fees and costs of suit in favor of the payee or any holder of this note. The makers of this note when more than one, shall be jointly and severally liable hereon. Demand or presentment for payment, notice of dishonor, protest and notice of protest is hereby waived.

[redacted]

Gladys M. Hall (SEAL)
Adm. of Estate of William Lee Hall

Wm. L. Hall Jr. Antonia L. Hall (SEAL)

Gladys M. Hall
Parent + Guardian

[redacted]

Pay to the order of Richard Alperstein

Edward Levine

Richard L Alperstein

FILED NOV 23 1960

Folio 174 Docket CJ-13

BOOK 154 PAGE 134 File 9885-C

COPY OF DOCKET ENTRIES AND SHORT COPY OF JUDGMENT

In the Superior Court of Baltimore City

Action commenced November 23, 1960

RICHARD L. ALPERSTEIN

NATHAN H. COHEN
DANIEL COHEN

ARTHUR L. ISAACS
Plaintiffs Attorney

vs.

GLADYS M. HALL, INDIVIDUALLY AND AS ADMINISTRATRIX OF ESTATE OF WILLIAM LEE HALL (DECEASED).

J. CALVIN CARNEY
SIDNEY WALDMAN

Defendants Attorney

23 Nov. 1960 Action docketed by consent. Mem. Nar One Promissory Note with warrant of Attorney and Affidavit of Non-Military Service fd.

23 Nov. 1960 Voluntary appearance for Defendant, Rule Plea.

23 Nov. 1960 Judgment by confession in favor of the Plaintiff for $ 4,385.40 with interest from date and costs of suit.

23 Nov. 1960 Attorneys Fee $ 657.81 waiver of exemption.

23 Nov. 1960 Order of Plaintiff's and Defendant's Attorneys fd.

23 Nov. 1960 Writ and One Copy sent to Sheriff Anne Arundel County to be served. Summoned.

15 Dec. 1960 Registered Letter returned Unclaimed.

21 Dec. 1960 Appearance by Attorney J. C. Carney for Defendant same day Notice to Strike out Judgment by Confession, Affidavit and Nisi Order of Court filed. Copy mailed.

25 Jan. 1961 Plaintiff's Answers to Defendants Motion to Strike out Judgment by Confession filed. Copy mailed.

18 Jan. 1962 Plaintiff's Petition to Withdraw Original Note to Substitute Photostat copy in lieu thereof and Order of Court granting same filed.

Plaintiff's Costs, $ 12.75 Paid

Defendant's Costs, $ 7.25 Paid

State of Maryland, Baltimore City, Sct.

I HEREBY CERTIFY, That the aforegoing is a true copy of the Docket entries and short copy of the Judgment in the above entitled cause, taken from the Record of Proceedings of the Superior Court of Baltimore City. And I hereby further certify, that said Record contains no entry nor proceeding to show that the Judgment aforesaid has been satisfied, either in whole or in part.

In Testimony Whereof, I hereunto set my hand and affix the seal of the said Court, this 10th day of July, A. D. 1963.

FILED

1963 JUL 15 AM 9:13

James F. Carney
Clerk of the Superior Court of Baltimore City

1000—3-61

2 Plaintiff's Exhibit No. 7

13 Aug. 1962	Appearance by Attorney N. H. Cohen for Plaintiff filed. Copy mailed.
13 Apr. 1963	Appearance by Attorney Daniel Cohen for Plaintiff filed.
20 May 1963	Motion to Strike Appearance of Arthur L. Isaacs for Plaintiff and Order of Court granting same filed.

Docket C. J. 13
Folio 175
File ~~9886~~ 9885 c

BOOK 154 PAGE 136

SUPERIOR COURT OF BALTIMORE CITY

WRIT OF SUMMONS AFTER JUDGMENT BY CONFESSION

STATE OF MARYLAND

BALTIMORE CITY, to wit:
Anne Arundel County

TO THE SHERIFF OF ~~BALTIMORE CITY~~ GREETING:

You are hereby commanded to summon _____

Gladys M. Hall
Individually and as Administratrix of Estate of
William Lee Hall (Deceased)
Gambrills, Maryland, Anne Arundel County

at the suit of _____

Richard L. Alperstein

waiver of exemption

of Baltimore City, to appear in the SUPERIOR COURT OF BALTIMORE CITY, within thirty days after service of this notice upon them and show cause, if any they may have, why the Judgment by Confession entered against them on the 23rd day of November, 19 60, for $ 4,385.40, interest, and attorney's fee $ 657.81 and costs, should be vacated, opened or modified. If no such cause be shown within thirty days said judgment will be deemed to be final to the same extent as a judgment entered after trial.

Witness the Honorable EMORY H. NILES, Chief Judge of the Supreme Bench of Baltimore City, the 12th day of September, 19 60.

Issued 23rd day of November, 19 60.

NOTICE: The purpose of this summons is to notify you that a judgment by confession has been entered against you in the Superior Court of Baltimore City. If you have any valid objection or defense to said judgment, you must file such objection or defense in the office of the Clerk of this Court within thirty days after service of this notice upon you.

Plaintiff's Attorney

(Name) Arthur L. Isaacs

(Address) _____

James F. Cooney Clerk.

Writ issued to December R. D. 19 60

Copy of Writ to be served on each Defendant.

Sheriff's Return:

Filed _____

3000—5/60

BOOK 154 PAGE 137

Summoned Gladys M. Hall, Individually and as administratrix, on this 1st day of December 1960 and left with her a copy of Summons Confession of Judgment.

Joseph W. Allen Jr.
Sheriff

$1.25

374 RECEIVED
SHERIFF'S OFFICE
NOV 25 1960
9:10 10:11 12:1 2:3 4:5 6:7

Gladys M. Hall Individually
Gladys M. Hall
Administratrix
Lambrills Md.

12/1/60
MSC.

FILED
1963 JUL 15 AM 9:12

BOOK 154 PAGE 138

FILED DEC 21 1960

RICHARD L. ALPERSTEIN	:	IN THE
	:	SUPERIOR COURT
vs.	:	OF
GLADYS M. HALL, Individually and as Administratrix of the Estate of William Lee Hall, Deceased	:	BALTIMORE CITY Docket C.J. 13, Folio 175 File No. 9885 c

PETITION AND ANSWER TO STRIKE OUT JUDGMENT BY CONFESSION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Gladys M. Hall, Individually and as Administratrix of the Estate of William Lee Hall, Deceased, Defendant, by J. Calvin Carney, her attorney, respectfully shows:

1. That her husband, William Lee Hall, died, a resident of Gambrills, Anne Arundel County, State of Maryland, on June 17, 1960, intestate, leaving surviving him as his sole heirs at law and next of kin this Defendant, Gladys M. Hall, his wife, and the two following children: Antonia Lee Hall, born April 20, 1957, and William Lee Hall, Jr. born January 5, 1958.

2. That said Gladys M. Hall has been appointed Administratrix of her husband's estate by the Orphans' Court of Anne Arundel County, State of Maryland.

3. That at the time of his death, said William Lee Hall owned a property located at Gambrills, Maryland, in which he operated a tavern with a beer and wine license.

4. That in the month of June, 1960, Valiant Contractors, Inc. (Fred Fordley) approached said Gladys M. Hall with a view to doing certain work at said tavern; that an alleged contract was signed by Valiant Contractors, Inc., by Fred Fordley, and by Gladys M. Hall and John W. Carpenter, her cousin, for the sum of

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

$3990, of which $340 was paid at the time of the signing of said contract, leaving a balance due of $3650.00 on which a further payment of $400 was made on July 19, 1960, a photostatic copy of said contract and said receipts of said deposits being attached hereto as part hereof, marked Defendant's Exhibit 1.

5. That said Valiant Contractors, Inc. and said Fordley never did any work on said property; that said Gladys M. Hall attempted to locate said Valiant Contractors, Inc. at the address given on their order blank, 2401 Lightfoot Drive, Baltimore 9, Maryland, but when she went to said home she found it a private residence and the man was not known at said residence; that said Gladys M. Hall was visited by representatives of the United States Internal Revenue Bureau and they asserted that Fred Fordley was an alias and that his name was Florscheim.

6. That at the time the contract dated June 28, 1960 was negotiated the alleged Fred Fordley was accompanied by one Edward Levine, who later called to see said Gladys M. Hall on or about August 26, 1960, and stated that he had purchased the contract from said Valiant Contractors, Inc., and madeout a new contract; that he marked across the face of the contract dated June 20, 1960 "Superseded by New Contract" and undertook to have Gladys M. Hall sign a new contract for said work for the sum of $3990, on which was shown a down payment of $740, leaving a balance due of $3250; that a photostatic copy of said contract is attached hereto as part hereof, marked Defendant's Exhibit No. 2; that said contract is signed Gladys M. Hall, Adm. for Estate of William Lee Hall, and Wm. L. Hall, Jr. and Antonia L. Hall, parent and guardian, Gladys M. Hall; that said contract provided that upon the completion of the work the signers of said contract would execute

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

and deliver a promissory note providing for 60 equal monthly installments of $73.09, the first installment to be due and payable 45 days from date of said note and completion certificate, and remaining installments to be payable on the same day of each succeeding month, the last installment to be for an amount sufficient to complete payment of balance of the note in full. It further provided that upon completion of said work, a certificate of completion would be executed and delivered.

7. That on November 23, 1960, there was filed in this Court a suit of Richard L. Alperstein, address not given, by Arthur L. Isaacs, Attorney, address not given, against Gladys M. Hall, Individually and as Administratrix of the estate of William Lee Hall, Deceased, Gambrills, Maryland, Anne Arundel County, on an alleged confessed judgment note dated Gambrills Maryland,Anne Arundel County, dated August 26, 1960 and payable to one Edward Levine, in the sum of $4385.40, payable in equal and consecutive installments of $73.09, the first payment being due, according to said note, 60 days after the date, with interest after maturity, and said note is purported to be signed as follows: Gladys M. Hall, Adm., Estate of William Lee Hall, Wm. L. Hall, Jr. and Antonia L. Hall, parent and guardian, Gladys M. Hall; and said note on the reverse side thereof purported to have been endorsed by Edward Levine to said Richard L. Alperstein and endorsed by said Richard L. Alperstein.

8. That your Petitioner individually and as administratrix of the Estate of William Lee Hall, Deceased, is not indebted unto the Plaintiff in any sum whatsoever, and that your Petitioner did not execute said note upon which the judgment herein was entered.

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

9. The facts and history of this matter are as follows: that upon the death of her said husband, said property, subject to administration devolved upon your Petitioner individually as surviving wife to the extent of one-third, and two small minor children, each as to one-third; that your Petitioner did not sign said alleged note individually; that said Petitioner did not sign said note in any capacity or at all; that the note does not undertake to show that your Petitioner signed said note individually and that your Petitioner had no authority to sign as Administratrix of the Estate of William Lee Hall, her husband, and that your Petitioner had no authority to sign as parent and guardian of her two small minor children; that the date of the said alleged note corresponds with the date of the contract, dated August 26, 1960; that there is no consideration for said note; that the amount thereof is excessive; that the contractor agreed to furnish high quality work and the best materials; that said alleged contract has not been finished, nor has any completion certificate been signed by your Petitioner; that said work is wholly unsatisfactory in its entirely, and among other things, the moulding in back of the bar has never been installed property, the aluminum stripping to hold the floor in place has come up, the ceiling has sagged and is coming apart, certain wood to cover the pipes has never been properly installed; that your Petitioner has endeavored to locate said Edward Levine without success; that she does not know the plaintiff, Richard L. Alperstein, nor has he ever been to see her, nor has he notified her that he held the alleged note; that one Richard Lee claims there is due him the sum of $1225.00 for which he has sent notice of intention to file a mechanics lien for labor and material furnished

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

with reference to said alleged job; that the said Edward Levine agreed to finance said work through a bank and that he never informed Gladys M. Hall that the same was financed, nor did he make any claim for any monies due; that your Petitioner avers that said work is wholly unsatisfactory and was not done and completed as agreed, in accordance with said contract, and is contrary to the contract, and if said work were properly done, the cost would be approximately one-half of the contract price; that said alleged note was without consideration, and said note is unconscionable and usurious; that Your Petitioner complained bitterly about the failure of said Edward Levine to carry out said contract and the character of the work done, and said Levine assured your Petitioner that he would complete and remedy all the work in accordance with the contract and he would then ask her to sign a satisfaction slip; that your Petitioner until the death of her said Husband had never been engaged in business, that she is a woman of limited education and business experience, and that she relied upon the representations of said Fred Fordley and Edward Levine with respect to doing said work and the performance thereof.

10. That your Petitioner alleged that all the facts and circumstances constitute fraud and misrepresentation by Fred Fordley and Edward Levine in doing certain work; that she would never have undertaken to have said work done if they had not agreed to finance the work on the terms set forth in said contract, which they have not done; that said Court had no right to enter said judgment by confession, as this Defendants does not live in Baltimore City, State of Maryland, and has never lived in Baltimore city, State of Maryland, and is not engaged in business in

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

Baltimore City, State of Maryland, and has never been engaged in business in Baltimore City, State of Maryland.

WHEREFORE Your Petitioner prays:

1. That said case be dismissed for want of jurisdiction, or be removed to the Circuit Court for Anne Arundel County;

2. That said judgment be stricken out;

3. That she may be permitted to file pleas to this action and have said case tried before a Court and Jury.

And, as in duty bound, etc.

Gladys M. Hall

Gladys M. Hall, individually and as Administratrix of the Estate of William Lee Hall, deceased, Defendant

J. Calvin Carney
3 E. Lexington Street
Baltimore 2, Maryland
Plaza 2-8445
Attorney for Defendant

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 20th day of December, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City personally appeared Gladys M. Hall and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Elizabeth McC. West

Notary Public

ELIZABETH McC. WEST.

ELIZABETH McC. WEST NOTARY PUBLIC BALTIMORE, MD.

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

BOOK 154 PAGE 144

Defendant's Exhibit No.1

July 19. 1960

Received $400.00 from G. Hall (Triangle Inn) on account of Contract

Fred Fadley

Valiant Contractors, Inc.

ALUMINUM PRODUCTS ● CUSTOM KITCHENS

AWNINGS ● HOME IMPROVEMENTS ● FLOOR AND WALL TILE

2401 LIGHTFOOT DRIVE ROgers 4-2012 BALTIMORE 9, MARYLAND

Job No. ..... Date June 28 1960

Name Gladys M. Hall + John W Cikyrol

Address Rt 301 Cambells, Triangle Inn.

Near Sign on U.S. 301 - Triangle Inn - Colonial $1000

City Cambells, Maryland Zone

CASH ORDER CLAUSE

This clause does not apply to orders financed through lending institutions.

Until paid for, the title and ownership and the right of possession of the products covered by this contract shall be in the VALIANT CONTRACTORS, INC., and in case the purchaser shall refuse or neglect to pay for this product, the VALIANT CONTRACTORS, INC. may at its option, without process of law, retake possession of any or all products, as allowed by law, and charge the purchaser for the cost of taking same.

(1) To Box in ceiling + install Customline Classic ceiling

(2) To Panel Walls With Masonite Board - Dark

(3) To Install Old Floor Tile 4" Thick in Kitchen & Bath & Tile Asphalt Tile over 5/8" Masonite. Apply With Screw Tite Nails

(4) Complete with All Moulding + install 2 Commercial + 4 House Doors (with Hardware, Drop Lite Fixtures to New ceilings To Box in Beams + install Trim on Top Step in Surgical Beams with Wallboard.

(5) All Work to be completed in Steel Room Doors

1st Payment 60 days after Completion

59 Payments $17 Last Payment $

Deposit to be received Tues. July 1st 1960 -

Contract Price 3990.00

Sales Tax

Total Price 3990

Deposit 340.00

Balance 3650.00

I, we, further agree upon completion of said work by you to execute and deliver to you a Certificate of Completion whenever necessary.

The contractor shall not be liable for any damages to the interior or exterior of the building and/or property including personality, belonging to the purchaser.

The undersigned property owner agrees, that, if this contract is cancelled by him or them for any reason whatsoever, to pay to the contractor a sum of money equal to fifty per cent of the contract price herein agreed to be paid, as fixed, liquidated and ascertained damages without proof of loss or damage.

This Contract may be assigned to any other person, firm or corporation without obtaining the written or oral consent of the purchaser.

This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing, signed by both parties, and this contract shall not become effective unless and until same has been accepted in writing, by an officer of the contractor.

IN WITNESS WHEREOF the undersigned have hereunto subscribed their names the day and year first above written.

VALIANT CONTRACTORS, INC.

Received Deposit Pay When Contract Is Signed

BY Fred Fadley

Owner (L.S.)

ACCEPTED

Authorized Signature

Owner (L.S.)

THIS ORDER IS NOT SUBJECT TO CANCELLATION

50% DOWN REQUIRED ON ALL CASH ORDERS

Received Deposit

$340.00 7-1-60

F. Fadley

FILED

1961 JUL 15 P M 9.13

BOOK 154 PAGE 145

Defendant's Exhibit [illegible]. 2

Crown Baked Enamel Aluminum Clapboard

CONTRACT

L1.2-4408

4028 Belvedere Ave

DATE Aug 26, 1960

(I) (we) hereby accept your proposal to furnish all labor and material necessary to perform the following work:

1. To Box in ceiling + install Cushion tone classic ceiling
2. To Panel Walls with Panelboard - Dark
3. Install 9x9 Asphalt tile 1/8" Thick in 8 to 1 Reverse 1073-1072 Asphalt tile over 1/3 Masonite
4. Complete with all Moulding + install 2 Commercial + 4 House Doors with Hardware Drop light fixtures to new ceiling Box in Bar and install Formica on top Box in supporting beams with wallboard
5. All work to be completed from Basement door to Stove Room Doors

on premises located at Route 301
in the City of Gambrills Md. State of
which premises are more fully described in Property Owner's Credit Statement.

Cash Price 3990 Dollars $ 3990.00

Down Payment $ $740 Cash Balance Due $ 3250

TIME PRICE:

Upon completion of the work (I) (we) agree to execute and deliver to you a promissory note payable to your order providing for 60 equal monthly installments of $ 7209

The first installment shall be due and payable 45 days from date of said note and completion certificate, the remaining installments to be payable on the same day of each succeeding month, the last installment to be for an amount sufficient to complete payment of balance of the note in full.

I further agree upon completion of said work by you, to execute and deliver to you, a Certificate of Completion.

Owner agrees that in event cancellation of this contract before work is started, Owner shall pay to Contractor on demand twenty-five (25%) per cent of the contract price as its stipulated damages for the breach.

The Owner hereby certifies that he has read this agreement, that the terms and conditions and the meaning thereof have been explained to him and that he fully understands them; that there is no understanding between the parties verbal or otherwise than that contained in this agreement, and that the Owner shall maintain no action on any new substituted contract except the same be in writing, and that no statements, promises, commitments or representations not contained in this agreement have been made by the Contractor, or by any of its agents to induce him to execute this Agreement, and agrees that the said Contractor is not responsible nor bound by any representations not contained in this Agreement, made by any of its agents, unless the same be reduced to writing and signed by the Contractor.

CONTRACTOR

By Mr. [illegible]
AUTHORIZED AGENT

Gladys M. Hall
Nm. for Cl. [illegible] ~~HUSBAND OR PURCHASER~~ [illegible] Hall

Wm. L. Hall Jr.
~~WIFE OR JOINT PURCHASER~~

Antonia L. Hall
Parent and Guardian

Gladys M. Hall

FILED
1965 JUL AM 9.13

BOOK 154 PAGE 146

RICHARD L. ALPERSTEIN	:	IN THE
VS.	:	SUPERIOR COURT
GLADYS M. HALL, Individually and as Administratrix of the Estate of William Lee Hall, Deceased	:	OF
	:	BALTIMORE CITY Docket C.J. 13, Folio 175
	:	Case No. 9885 c

ORDER

Upon the aforegoing Petition and Answer of Gladys M. Hall, individually and as Administratrix of the Estate of William Lee Hall, Deceased, it is, this 21st day of December, 1960, by the Superior Court of Baltimore City in the above entitled matter ORDERED that the Plaintiff, Richard L. Alperstein show cause on or before the 9th day of January 1961 why the relief should not be granted as prayed in the aforegoing Petition and Answer of Gladys M. Hall, Individually and as Administratrix of the Estate of William Lee Hall, Deceased, and provided a copy of this Petition and Answer and Order be served upon the said Richard L. Alperstein or his Attorney, Arthur L. Isaacs, 3444 Dolfield Avenue, Baltimore 15, Maryland, by registered mail, on or before the 30th day of December 1960.

12-21-60
OK
[illegible]

[illegible]
Judge

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

FILED
1963 JUL 15 AM 9.13

BOOK 154 PAGE 147

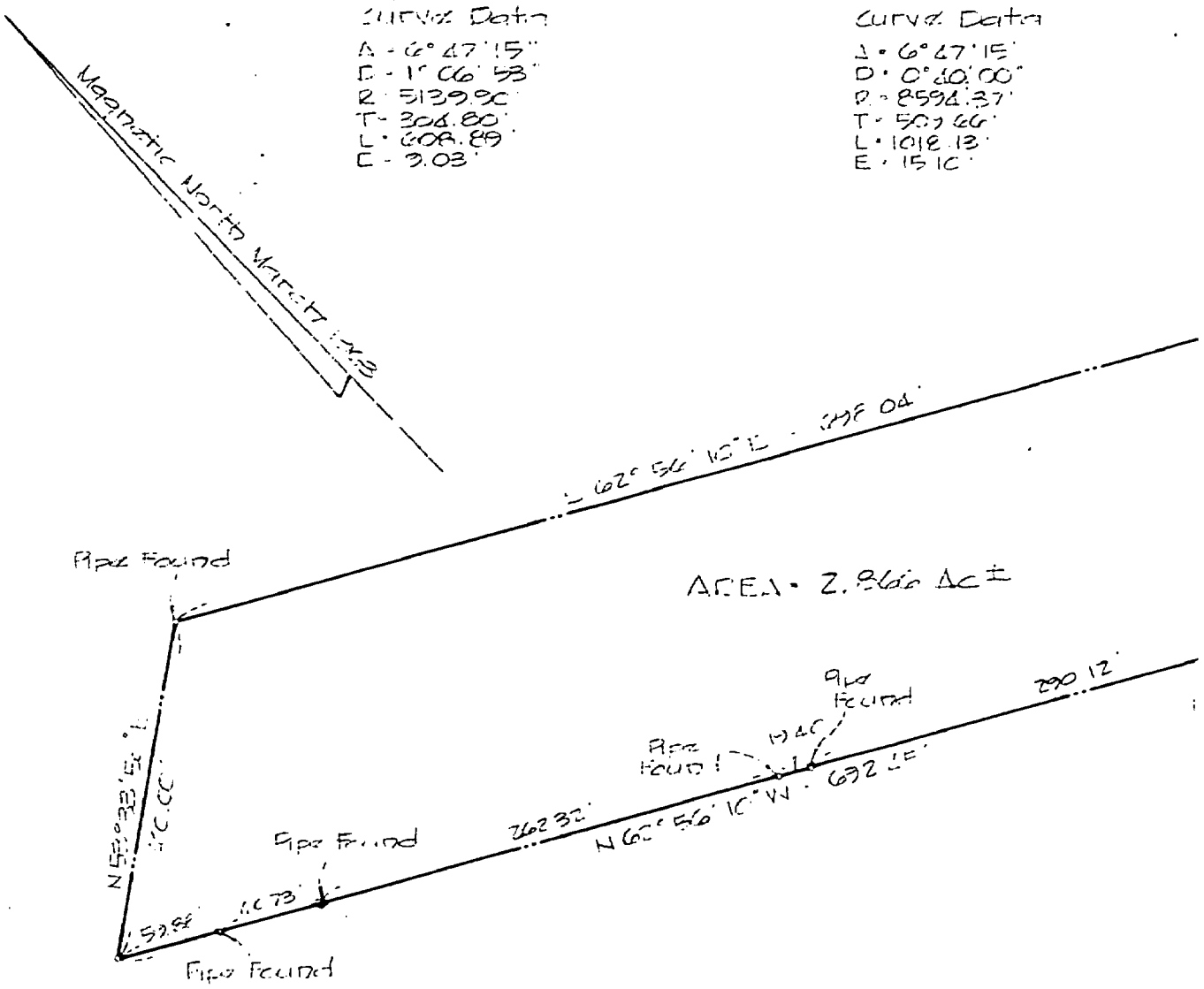
I HEREBY CERTIFY that I mailed a copy of the aforegoing Petition and Answer and Affidavit, Exhibits and Order to Arthur L. Isaacs, Esq., 3444 Dolfield Avenue, Baltimore 14, Maryland, by certified mail, this 21st day of December, 1960.

J. Calvin Carney

J. CalvinCarney
Attorney for Defendant

Right of Way Line Left
Curve Data
A - 6° 47' 15"
D - 1° 06' 53"
R - 5139.90'
T - 304.80'
L - 608.89'
E - 9.03'

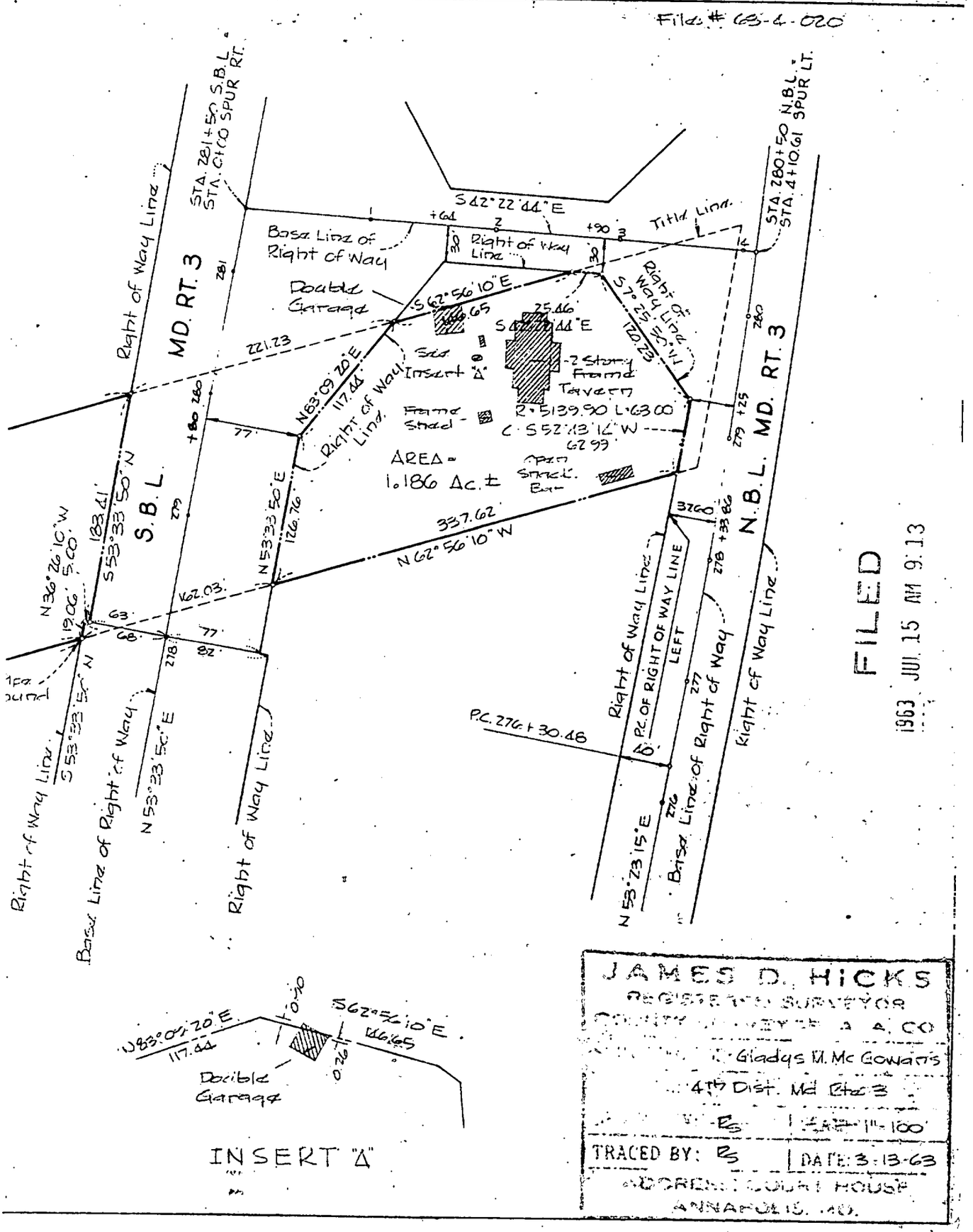
Base Line of R/W
Curve Data
A - 6° 47' 15"
D - 0° 40' 00"
R - 8594.37'
T - 509.66'
L - 1018.13'
E - 15.10'



J.H.H.
395 427

Sec S.E.C. Plats
#16265 #16266
#16267 #20274

File # 63-4-020



INSERT "A"

FILED
1963 JUL 15 AM 9:13

JAMES D. HICKS
REGISTERED SURVEYOR
COUNTY SURVEYOR A. A. CO.
Gladys M. McGowan's
4th Dist. Md. Rte. 3
RS | 1" = 100'
TRACED BY: RS | DATE: 3-13-63
RECORD: COURT HOUSE
ANNAPOLIS, MD.

BOOK 154 PAGE 149

GLADYS M. MacGOWENS (Formerly GLADYS M. HALL) and JAMES HOWARD MacGOWENS, her husband 7214 Booker Drive Seat Pleasant, Maryland PLAINTIFFS	'	IN THE
vs.	'	CIRCUIT COURT
ANTONIO LEE HALL, an Infant, c/o Gladys M. MasGowens, his mother and next friend 7214 Booker Drive Seat Pleasant, Maryland	'	FOR
and	'	ANNE ARUNDEL COUNTY
WILLIAM LEE HALL, JR., an Infant, c/o Gladys M. MacGowens, his mother and next friend 7214 Booker Drive Seat Pleasant, Maryland	'	EQUITY No. 15723
and		
GLADYS M. MacGowens (formerly GLADYS M. HALL, Administratrix of the Estate of William Lee Hall, Deceased 7214 Booker Drive Seat Pleasant, Maryland		
and		
RICHARD LEE c/o William M. Manko, Esquire Masonic Temple Building Reisterstown, Maryland		
and		
RICHARD L. ALPERSTEIN, c/o Cohen and Cohen 552 Equitable Building Baltimore 2, Maryland DEFENDANTS		

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer to the Bill of Complaint of the above captione Plaintiffs of Richard Lee by William M. Manko, his attorney admits the allegations of the Bill of Complaint and consents to the relief prayed.

William M. Manko

William M. Manko
Attorney for Richard Le
Masonic Temple Bldg.
Reisterstown, Md.
TE 3-2448

I hereby certify that on July 17, 1963, I mailed a copy Answer t Bill of Complaint to J. Calvin Carney, Esq. Central Savings Ban Bldg., Baltimore 2, Md.

William M. Manko

FILED

1963 JUL 18 AM 10:20

GLADYS M. MacGOWENS (Formerly GLADYS M. HALL) and JAMES HOWARD MacGOWENS, HER HUSBAND
7214 Booker Drive
Seat Pleasant, Maryland,
Plaintiffs

vs.

ANTONIO LEE HALL, an Infant,
c/o Gladys M. MacGowens, his mother and next friend
7214 Booker Drive
Seat Pleasant, Maryland

and

WILLIAM LEE HALL, JR., an Infant
c/o Gladys M. MacGowens, his mother and next friend
7214 Booker Drive
Seat Pleasant, Maryland

and

GLADYS M. MacGOWENS, (formerly GLADYS M. HALL, Administratrix of the Estate of William Lee Hall, Deceased,
7214 Booker Drive
Seat Pleasant, Maryland

and

RICHARD LEE
c/o William M. Manko, Esquire
Masonic Temple Building
Reisterstown, Maryland

and

RICHARD L. ALPERSTEIN,
c/o Cohen and Cohen
552 Equitable Building
Baltimore 2, Maryland
Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 15723

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer to the Bill of Complaint of the above captioned Plaintiffs by the Defendant, Richard L. Alperstein by Daniel Cohen, his attorney, admits the allegations in the Bill of Complaint in this case and consents to the relief prayed.

Daniel Cohen

Daniel Cohen, Attorney for Richard L. Alperstein, Defendant
552 Equitable Building, Balto. 2, Md.

FILED
1963 JUL 18 AM 10:14

38

I HEREBY CERTIFY that a copy of the aforegoing Answer to Bill of Complaint was mailed to J. Calvin Carney, Esq., Central Savings Bank Building, Charles and Lexington Streets, Baltimore 2, Maryland, on this 17th day of July, 1963.

Daniel Cohen

Daniel Cohen, Attorney for Richard L. Alperstein, Defendant

PETITION AND ORDER APPOINTING GUARDIAN AD LI-

BOOK 154 PAGE 152

GLADYS M. MacGOWENS (formerly GLADYS M. HALL) and JAMES HOWARD MacGOWENS, her husband

vs.

ANTONIO LEE HALL, an Infant, et al.

DOCKET ..... FOL..

CASE No. 15723

FILED .....

IN THE

Circuit Court ~~No. 2~~
FOR
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
~~BALTIMORE COUNTY~~
IN EQUITY

To the Honorable, The Judge of Said Court

The Petition of Plaintiffs in this case respectfully represents unto your Honor

1st. That WILLIAM LEE HALL, JR.,

.....

Infant Defendant in this cause ha been duly summoned.

2nd. That said Infant Defendant has no legal guardian.

Wherefore your Petitioner prays this Honorable Court to appoint a Guardian ad Litem to appear and answer for said Infant Defendant , and suggests that..... who has no interest whatever in this suit, be appointed Guardian ad Litem.

And as in duty bound, etc.

FILED
1963 NOV 26 AM 11:05

O. Calvin Carney, *Solicitor for Plaintiffs*

ORDERED, by the Circuit Court ~~No. 2 of Baltimore City~~ for Anne Arundel Co. in Equity on this 2nd day of December 1963, upon the foregoing petition that Ernest Florestano be and he is hereby appointed Guardian ad Litem for the Infant Defendant named in the aforegoing Petition and he is hereby directed to appear and file his answer in..... behalf.

George Sachse
Judge.

FILED
1963 DEC -2 AM 10:19

40

BOOK 154 PAGE 153

PETITION AND ORDER APPOINTING GUARDIAN AD LITEM

DOCKET ..... FOLIO .....

GLADYS M. MacGOWENS (formerly GLADYS M. HALL) and JAMES HOWARD MacGOWENS, her husband

vs.

ANTONIO LEE HALL, an Infant, et al.

CASE No. 15723

FILED .....

IN THE

Circuit Court ~~No. 2~~

FOR

~~BALTIMORE~~

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

IN EQUITY

To the Honorable, The Judge of Said Court:

The Petition of Plaintiffs in this case respectfully represents unto your H...

1st. That Antonio Lee Hall

Infant Defendant in this cause has been duly summoned.

2nd. That said Infant Defendant has no legal guardi...

Wherefore your Petitioner prays this Honorable Court to appoint a Guardian ad L... to appear and answer for said Infant Defendant , and suggests that ..... who has no interest whatever in this suit, be appointed Guardian ad Litem.

And as in duty bound, etc.

C. Calvin Carney, Solicitor for Plaintiffs

ORDERED, by the Circuit Court ~~No. 2 of Baltimore City~~ for Anne Arundel County in Equity on this 2nd day of December 1963, upon the foregoing petition that Ernest Florence Lee be and he is hereby appointed Guardian ad Litem for the Infant Defendant named in the aforegoing Petition and he is hereby directed to appear and file his answer in his behalf.

George Sachse
Judge.

FILED
1963 NOV 29 11:05

FILED
1963 DEC -2 AM 10:19

4)

BOOK 154 PAGE 154

DOCKET ..... FOLIO .....

CASE NO. 15,723

FILED .....

GLADYS M. MacGOWENS (formerly GLADYS M. HALL) and JAMES HOWARD MacGOWENS, Her husband

vs.

ANTONIO LEE HALL, an Infant, et al.

IN THE

CIRCUIT COURT ~~No.~~

FOR

~~OF~~

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

IN EQUITY

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE

THE JUDGE OF SAID COURT,

The Answer of ...WILLIAM LEE HALL, JR.... the infant Defendant named in the Bill of Complaint in this Court against ...him... exhibited, v. ...ERNEST FLORESTANO..., duly appointed Guardian ad Litem respectfully represents unto your Honor:

That the Defendant being Infant, under the age of twenty-one years cannot admit nor deny the allegations set up in said Bill of Complaint and therefore submits ...his... rights to the protection of this Honorable Court.

And as in duty bound, etc.

Ernest Florestano
Guardian ad Litem

Solicitor for Guardian ad Litem

FILED

1963 DEC -4 AM 11:28

42

BOOK 154 PAGE 155

DOCKET ..... FOLIO .....

CASE NO. 15,723

FILED .....

GLADYS M. MacGOWENS (formerly GLADYS M. HALL) and JAMES HOWARD MacGOWENS, her husband

vs.

ANTONIO LEE HALL, an Infant, et al.

IN THE

CIRCUIT COURT No.

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE

THE JUDGE OF SAID COURT,

The Answer of ANTONIO LEE HALL

the infant Defendant named in the Bill of Complaint in this Court against him exhibited, by ERNEST FLORESTANO, duly appointed Guardian ad Litem respectfully represents unto your Honor:

That the Defendant being Infant, under the age of twenty-one years cannot admit nor deny the allegations set up in said Bill of Complaint and therefore submits his rights to the protection of this Honorable Court.

And as in duty bound, etc.

Ernest Florestano

Guardian ad Litem

Solicitor for Guardian ad Litem

FILED

1963 DEC -4 AM 11:18

43

GLADYS M. MacGOWENS, etc. Et Al.	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
ANTONIO LEE HALL, an Infant, etc. et al.	*	ANNE ARUNDEL COUNTY
	*	In Equity
	*	

* * * * * *

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Gladys M. MacGowens, formerly Gladys M. Hall, administratrix of the estate of William Lee Hall, deceased, one of the defendants herein, to the Bill of Complaint herein respectfully shows:

1. That she admits the allegations contained in the Bill of Complaint and consents to the relief prayed.

AND, AS IN DUTY BOUND, ETC.

Gladys M. MacGowens, formerly Gladys M. Hall, administratrix of the estate of William Lee Hall, deceased, one of defendants

J. Calvin Carney, Jr.
3 East Lexington Street
Baltimore 2, Maryland
PLaza 2-8445
Solicitor for Gladys M. MacGowens, formerly Gladys M. Hall, administratrix of the estate of William Lee Hall, deceased, one of defendants.

LAW OFFICES
J. CALVIN CARNEY
. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

FILED
1963 DEC -9 AM 10:43

44

STATE OF MARYLAND, , 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 County aforesaid, personally appeared Gladys M. MacGowens, formerly Gladys M. Hall, administratrix of the estate of William Lee Hall, deceased, and made oath in due form of law that the matters and facts set forth in the aforegoing Answer are true to the best of her knowledge information and belief.

AS WITNESS my hand and Notarial Seal.

Mary K Sauls
Notary Public
My Commission Expires May 3, 1965

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

45

GLADYS M. MacGOWENS(formerly GLADYS M. HALL) and JAMES HOWARD MacGOWENS, her husband	*	IN THE
Plaintiffs	*	CIRCUIT COURT
VS	*	FOR
ANTONIO LEE HALL, an Infant, et al	*	ANNE ARUNDEL COUNTY
Defendants	*	IN EQUITY
	*	NO. 15,723

* *

TESTIMONY ON BEHALF OF THE COMPLAINANTS

JANUARY 8, 1964

Present:

J. Calvin Carney
J. Calvin Carney, Jr. — Solicitors for Complainants
Douglas F. Lyons

Emanuel Klawans, Court Examiner and Master

Conchita D. Tuers, Court Reporter

Witnesses:

Morris Albert, page, 2

Norman R. Alton, Sr., page, 3

Gladys M. MacGowens, pages 4 - 8

FILED

1964 MAR 31 PM 1:40

46

Morris Albert, a witness of lawful age, having been duly sworn, deposes and says:

(MR. CARNEY)

1 Now Mr. Albert, will you please state your name, residence and occupation.

A My name is Morris Albert. I live at 514 Hodges Lane, Severna Park, Maryland. I am an attorney at law.

2 Do you specialize in title examination, particularly in Anne Arundel County?

A Yes, I do.

3 Now were you employed some time ago to examine the title of a piece of property known as Triangle Inn located located Gambrills, Anne Arundel County?

A Yes.

4 And did you make that examination?

A I did.

5 Now we have here the abstract which you furnished pursuant to that examination. There has been prepared pursuant to that title abstract an epitomization of your title work and the final results as to the ownership of the property, have you read over such questions and answers?

A I have.

6 And are they correct and true?

A They are correct and true.

7 And they are accurate and you have signed the copy of testimony and would like the Court to embody it in the testimony in this case in lieu of your testimony?

A Yes.

(Mr. Klawans)

8 Or added to your testimony?

A Yes.

(TESTIMONY OF MORRIS ALBERT FILED AS EXAMINER'S EXHIBIT #1,

QUESTION BY THE EXAMINER-

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

If so, state same fully and at large in your answe

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

Signature.....Morris Albert.....

Triangle Sun - Hall

48

Norman R. Alton, Sr., a witness of lawful age, having been duly sworn, deposes and says:

(MR. CARNEY)

1 Would you state your full name, residence and occupation.

A Norman R. Alton, Sr., 801 Springdale Ave., Annapolis, Maryland, General Contractor.

2 And how long have you been in that business?

A I'd say between 12 and 15 years.

3 Now at the request of Douglas F. Lyons and myself, attorneys for Mrs. Gladys M. Hall now Gladys M. MacGowens, did you make an inspection of the property generally known as Triangle Inn, Gambrills, Anne Arundel County, Maryland, and did you later accompany us to the property and go over the building with us and the work that was alleged to have been done to the property by a contractor, who was attempting to collect from Mrs. Hall and her two children, a substantial bill for the work so done?

A Yes, I did go with you and Mr. Lyons when Mrs. Hall was there and I went on two other occasions before I submitted my report.

4 Now you discussed the matter with Mr. Lyons and myself and you rendered a report and that report has been epitomized and reduced to writing, which you have before you, to be entered in this case as your testimony?

A Yes.

5 Have you carefully read the epitomization of your report and examination and are you willing to sign that report of epitomization as your testimony?

A Yes sir, this would be my testimony.

6 Is it a correct and true statement?

A It is correct and true.

(TESTIMONY OF NORMAN R. ALTON, SR., CONTRACTOR, FILED AS EXAMINER'S EXHIBIT #2)

QUESTION BY THE EXAMINER-

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

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

Answer.....

Signature.....

50

Gladys M. MacGowens, a witness of lawful age, having been duly sworn, deposes and says:

(MR. CARNEY)

1 Mrs. MacGowens, will you please state your full name, your residence and your occupation.

A Gladys M. MacGowens, 7214 Booker Drive, Seat Pleasant, Maryland.

2 And where is Seat Pleasant, Maryland located?

A Prince Georges County.

3 What was your former name?

A Gladys M. Hall.

4 And you were married to William Lee Hall?

A That is correct.

5 And when did he die?

A June 17, 1960.

6 Now by William Lee Hall, your husband, did you have any children?

A Yes.

7 And what are their names and ages?

A Antonio Lee Hall, will be seven. William Lee Hall, Jr. 5, January 5, 1959.

8 Since your husband's death you have remarried?

A I have.

9 And you are now married to James Howard MacGowens and you married him on January 24, 1962 in Washington, D. C.

A That is correct, Upper Marlboro.

10 Now you filed a bill of complaint in this case involving appointing a Trustee to pay a bill that had been incurred for certain repairs and improvements to the property at Gambrills, Anne Arundel County Maryland, owned by your husband prior to his death and which you and your infant children acquired, is that correct?

A That is right.

11 And we have epitomized in question and answer form the allegation of that bill of complaint showing the devolution of title by which

57

you and your two children acquired ownership and also the contro
versey with respect to the claim against the property by Richard
L. Alperstein and Richard Lee. Now have you read over that
epitomization?

A Yes, I have.

12 And is it correct and accurate?

A Yes, it is.

13 And are you willing for the Court to accept this as your testimony
in this case in support of the allegations of the bill of complaint?

A Yes.

14 Now you understand that you are asking the Court to appoint a
trustee who can raise enough money on this property to pay the
$2,000 agreed to be paid to Alperstein and the other man, Lee,
and the expenses of the defense of the case and the survey and
counsel fees and so forth and then you will be obliged, of course,
to pay back this mortgage out of the rent that you get from the property?

A Yes.

15 Now you no longer occupy the property?

A No.

16 And you haven't gotten any rent from it?

A No.

17 Now you have leased it out, I understand, for $200 a month for
18 months and after that $300 a month?

A That is correct.

18 But the property needs a great deal of fixing up in order for the
tenant to use it for the business that is now conducted in there
and he agreed to put up the money of $2200, but you won't start
to collect any rent on the property until May?

A That is correct.

19 Now in the meantime, in order to be able to get that kind of money
for the lease of this property, you had Mr. Lyons enlarge the
liquor license foryou so that you -- since the area in which this

52

property is located has been changed, you could get a full beer, wine and liquor license and he got you such license?

A That is true.

20 And that was one of the reasons why you were able to get that much rent, before you only had a beer and wine license?

A That is correct.

(Mr. Klawans)

21 What was the condition of the property before repairs?

A Terrible. As a matter of fact, the Health Department demanded that I have some of these repairs done or I wouldn't be able to operate the business.

22 Can you specify the main things that were wrong?

A Well, the plumbing was bad. The place needed painting. It was leaking. Many things -- it was just in a bad condition. It was dark and dirty.

23 Were there any other reasons why the repairs that you had made were needed?

A Well, in order to increase the business and I had given up a very good job to come home and run the business, I felt that these repairs were necessary.

24 Mrs. MacGowens as you have indicated in your testimony all ready the business before your husband's death was conducted by him?

A That is true.

25 And were you working at that time?

A Yes, I was.

26 And after his death, you were obliged to quit your job and undertake to preserve the value of the property by conducting ~~in~~ business therein?

A That is true.

27 And when you undertook to run the business you found that the plumbing and decorations and everything in the place were so run down and inadequate that you had a notice from the Health Department refusing to let you to continue unless this was corrected?

A That is correct.

28 And you felt it was necessary in order to stay in business and also retain and increase your trade so that you could support yourself and children to have this work done?

A That is correct.

(Mr. Klawans)

29 And also to preserve the value of the property?

A Yes.

(Mr. Carney)

30 Now then, you did get into a dispute with the person that handled the transaction because they undertook to charge you an amount that you thought that you had not agreed upon and the work was-- they charged an excessive amount/and the work was also faulty?

A That is correct.

31 And you resisted that, the actual claim presented against you in this matter was $4385.40 plus interest and counsel fee and costs, and they got a judgment against you in Baltimore City by Confession and recorded it down here. And you employed Mr. Lyons and myself to resist that and you have been able to settle it after a long negotiation for $2,000?

A That is correct.

32 Do you consider that the work there was worth not more than $2,000?

A I feel that $2,000 would be a reasonable sum for the amount of work that was done and the way it was done.

33 Now then you will/have income out of the property to be able to meet the payments on this mortgage. Whatever you need, I will have the building association approve it and allocate it to be repayable on a ten year direct reduction, 6% mortgage so that it will be within the limits and considerably less than the amount of the rent that you are getting. Of course, in addition to that, it would seem to me that you aught to have Mr. Lyons have you appointed

54

as guardian of the children and whatever you have out of the rent you are entitled to 1/3 and each of the children are entitled to 1/3. So that the excess over and above the mortgage payments can be held by you as guardian and you get the court to give you an allowance out of the rent to help defray the costs of maintaining the children, as they are very small and if you are going to continue to work,as you apparently are from being in uniform, you will have to have somebody to take care of the children while you are working?

A That is true.

34 Now your present husband, what does he do?

A He is a cement finisher.

35 Well, his work is seasonal, I take it, in certain seasons of the year he is busy and other seasons he is not very busy. In the wintertime, he doesn't do much work, does he?

A Well, with this firm he is with now he has been able to work all winter.

36 Now Mrs. MacGowens, since your husband, Mr. Hall, died has the value of the property increased by reason of the repairs and improvements that was made by Mr. Alperstein, to whom the $2,000 is being paid, and by you securing a whiskey license so that you will have a full liquor license now, beer, wine and liquor, and by reason of the repairs your new tenant/undertook to pay out of as you indicated, rent the sum of $2200, you have increased the value of the propert and enabled you to get a revenue from it which will help support you and the children?

A Yes.

55

QUESTION BY THE EXAMINER:

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

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

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

Signature, Gladys M. MacGowan.

56

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

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

Witness my hand and seal this 5th day of ~~January,~~ March 1964

Emanuel Klawans (SEAL)
Examiner

Emanuel Klawans

E. K. $25.00

C. T. $10.00 Pd. C. T.

TESTIMONY OF MORRIS ALBERT

Q. Please state your name, residence and occupation.

A. Morris Albert, address 514 Hodges Lane, Severna Park Md. Attorney at Law.

Q. Do you specialize in title examination, particularly i Anne Arundel County?

A. Yes, I do.

Q. Were you employed by J. Calvin Carney and Douglas F. Lyons to examine the title to the propertyknown as Triangle Inn property

A. Yes.

Q. Did you examine the title?

A. Yes.

Q. Will you please advise us who are the ~~owners~~ owners of said property at this time?

A. Title to this property is vested in Gladys M. Hall, now MacGowens, Antonio Lee Hall and William Lee Hall, children and infants, in fee simple, Heirs at law of William Lee Hall, Dec'd.

Q. Will you state briefly how said Gladys M. MacGowens, Antonio Lee Hall and William Lee Hall acquired title to said property?

A. I have examined the Bill of Complaint of ~~k~~Gladys M. MacGowens (formerly Gladys M. Hall) and James Howard MacGowens, her husband, and find it accurately sets forth the devolution of title. By deed dated July 21, 1932 and recorded among the Land Records of Anne Arundel County in Liber P.S.R. No. 97 folio 467, Carey L. Meredith and Mary G. Meredith, his wife, conveyed to Henry L. Price and Geraldine Price, his wife, all that tract of land located in the 4th Election District of Anne Arundel County, described in Paragraph 4 of said Bill of Complaint, and I file herewith certified copy of said Deed which is attached to the Bill of Complaint herewith and marked Plaintiffs' Exhibit No. 2. This tract includes the property which William Lee Hall owned at the time of his death. As set forth in Paragraph 5 of said Bill of Complaint, said Henry L. Price and Geraldine Price were man and wife and held the property as tenants by the entireties, as set forth in the aforementioned deed. However, Geraldine Price obtained an absolute divorce, a divorce a vinculo matrimonii from Henry L. Price on March 1, 1943 in the Circuit Court for Anne Arundel County, which divorce changed the ownership of said parties in said property to tenants in common. I file herewith certified copy of said decree of divorce dated March 1, 1943, which is attached to the bill of complaint as referred to in paragraph 5. As set forth in paragraph 6 of said Bill of Complaint, by deed dated February 6, 1947 and recorded among said Land Records of said County in Liber J.H.H. No. 395 folio 426, said Henry L. Price

LAW OFFICES
J. CALVIN CARNEY
CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

FILED
1964 MAR 31 PM 1:40

Examiner's Exh. 1 E. Clancey, Examiner

58

conveyed to Geraldine Hall, formerly Geraldine Price, his former wife, all his right, title and interest in and to the aforesaid property described in the aforesaid deed.

As set forth in paragraph 7 of said Bill of Complaint, GERALDINE [redacted] Hall, also known as GERALDINE [redacted] P. Hall, formerly Gertrude Price, died on April 11, 1954, a resident of Anne Arundel County, State of Maryland, leaving a last will and testament dated April 29, 1953, which Will was duly admitted to probate and is now of record in the office of the Register of Wills for Anne Arundel County in Wills Liber R.G.P. No. 5 folio 261, a certified copy of which Will is filed with the Bill of Complaint, paragraph 7, marked Plaintiffs' Exhibit No. 5; that as appears by said Will, all the rest and residue of the estate of said Geraldine P. Hall, including the Triangle Inn property described aforesaid, was devised and bequeathed by said Geraldine P. Hall to her husband, William Lee Hall of Anne Arundel County, Maryland, and said William Lee Hall was appointed Executor of said Will, notice to creditors was issued in said estate under date of May 4, 1954, and ~~was~~ said estate was administered in the Orphans' Court for Anne Arundel County, Estate Docket 244, folio 141, Case No. 8720. That said William Lee Hall married ~~this deponent~~, Gladys M. Hall, on September 18, 1955 at Severna Park, Maryland, by religious ceremony, a certified copy of said marriage certificate being attached hereto as part hereof, being filed with the Bill of Complaint herein, referred to in paragraph 8 as Plaintiffs' Exhibit No. 5. That by deed dated April 11, 1959 and recorded among the aforesaid Land Records in Liber G.T.C. No. 1288 folio 201, said William Lee Hall and Gladys M. Hall, his wife, deeded to the State of Maryland to the use of State Roads Commission, all that tract of land therein described.

I am informed that since the death of William Lee Hall on ~~January 24, 1962~~ June 17, 1960, Gladys M. Hall, his widow, married James Howard MacGowens on January 24, 1962, and her name is now Gladys M. MacGowens.

The survey attached to the Bill of Complaint, of James L Hicks, accurately portrays the land which is now owned by Gladys M. MacGowens and Antonio Lee Hall and William Lee Hall, her two children, and this survey was desirable and necessary because of the sale of a portion of the property to the State Roads Commissi of Maryland.

Morris Albert

LAW OFFICES
J. CALVIN CARNEY
CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

579

TESTIMONY OF NORMAN R. ALTON, SR., CONTRACTOR

Q. Please state your name, address and occupation.

A. Norman R. Alton, Sr., General Contractor, ~~xx~~ 801 Springdale Avenue, Eastport, ~~Maryland~~ Anne Arundel County, Maryland.

Q. Do you know the property known as Triangle Inn, Gambrills Anne Arundel County, Maryland?

A. Yes, I made a careful and thorough inspection of this property at the ~~xxxx~~ request of Douglas F. Lyons, and J. Calvin Carney, Attorneys, who represented Mrs. Gladys M. Hall, now Gladys M. MacGowens. She had had certain work done to this property after her husband's death. She claimed that the work was not satisfactory, and the charge made was excessive, and she had not agreed to pay the amount of the claim made against her of $4385.40 with interest and costs. I, in company with Mrs. Hall Mr. ~~Lee~~ Lyons and Mr. Carney, carefully went over the building item by item, and I hereby make the following report:

That the materials used on this job, while generally satisfactory, the workmanship was extremely poor and it is difficult to appraise the cost of correcting the unsatisfactory work because a great deal of the materials used could not be used again. As a specific example, I will point out the formica top bar which was installed in four pieces. The entire surface of this bar top is no more than 10 square feet, and some of the pieces used are less than 2 square feet. Actually this bar should have been made in two pieces.

The following are also examples of faulty workmanship in this property:

1. There is no base moulding behind the bar, and the job is not finished on the left side of the beer cooler as the panel behind this cooler does not go to the floor.

2. 3/4 round moulding installed on the corner of the column is falling off and cannot be put on to stay. This should be repaired with corner bead made of wood.

3. The moulding on the bar is poorly fitted and is actually falling off in some places.

4. A champhered strip could have been installed at the opening from the bar to the dining area, as the difference in floor levels creates a definite tripping hazard.

5. The wood paneling on the columns is out of square in some places even to the extent of being out 1 inch on a 6 inch strip.

6. The ceiling is extremely crooked and the celatex is loose in many places. The ceiling would have to be restripped to make it presentable.

7. The tile on the floor is breaking in many places.

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

FILED
1964 MAR 31 PM 1:40

60

Examined & Ck'd E. Calvin Carney, Examiner

8. Exterior doors are improperly hung. They are hinge bound in some cases and coming off in other. These doors should have had an astragel strip as the cold air pours in.

9. There is no threshold at the main entrance, and this creates a tripping hazard.

10. None of the work on the side walls could be considered finished as there is no base board or moulding, and the panel is very poorly fitted.

There are approximately 1040 square feet of wall space and approximately 1100 feet of floor and ceiling.

In my opinion the work as done is not worth over $2,000.00, which I think is a reasonable allowance, and I would not think the owner is justified in paying more than that. In order to make a first class job they will have to spend a considerable sum of money to correct all the faults of inferior workmanship.

Forman R. Alton, Sr.

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

TESTIMONY OF GLADYS M. MacGOWENS

Q. Please state your name, residence and occupation.

A. Gladys M. MacGowens, 7214 Booker Drive, Seat Pleasant, Md

Q. What was your former name?

A. My former name was Gladys M. Hall. My husband, William Lee Hall, died on June 17, 1960.

Q. Did he die intestate or testate?

A. He died intestate, without a will.

Q. Of what county and State was he a resident?

A. He was a resident of Gambrills, Anne Arundel County, Maryland.

Q. Who did he leave surviving him as his sole heirs at law and next of kin?

A. He left me, his widow, Gladys M. Hall, and two children, Antonio Lee Hall, born April 20, 1957, and William Lee Hall, born January 5, 1959.

Q. Who has the custody and care of these two children?

A. I have.

Q. After your widowhood, as above recited, when and where were you married and what is the name of your present husband?

A. I was married to my present husband, James Howard McGowens, on January 24, 1962 in ~~Washington, D. C.~~ Upper Marlboro, Md

Q. After your first husband's death, were you appointed administratrix of his estate?

A. Yes, on June 23, 1960, I was appointed administratrix of the estate of my husband, William Lee Hall, by the Orphans' Court of Anne Arundel County. I file herewith certificate of such appointment, which is filed with the Bill of Complaint in this case, marked Plaintiffs' Exhibit No. 1.

Q. Was Notice to Creditors issued in said estate?

A. Yes, notice to creditors was duly issued in said estate on June 23, 1960, and expired on January 3, 1961.

Q. At the time of the death of your husband, William Lee Hall, did he own any property at Gambrills in Anne Arundel County?

A. Yes, my husband, at the time of his death, was the owner in fee simple of a tract or tracts of land containing 2.866 acres of land, more or less, situate at Gambrills, in the Fourth Election District of Anne Arundel County, in which property he conducted a

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

FILED
1964 MAR 31 PM 1:40
Examiner's Exh. 3

E. Clancy, Examiner

62

tavern with a beer and wine license known as Triangle Inn, and which property was occupied by my husband, myself and my children by him, as our residence.

Q. Will you please delineate how you and your children acquired title to this property?

A. I furnished my attorneys all the information that I had. They had the title carefully and fully examined by Morris Albert. I am advised that the information set forth in paragraphs 4, 5, 6, 7, 8 and 9 of said Bill of Complaint clearly describes the property which my two children and I own. I understand Mr. Albert examined the title and will testify with respect thereto.

Q. What happened to the property after your husband died?

A. I undertook to run the business. I lived there with my two children. I adopt as my testimony the allegation in paragraph 5 which describes the transaction involving certain repairs and improvements and work to be done on said property, and the action taken by Richard L. Alperstein with respect to the alleged note on which suit was brought on said confessed judgment note mentioned therein , Richard L. Alperstein being holder of the note, and the defense thereto that I made on behalf of myself, my husband's estate and my children. By paragraph 11 of said Bill of Complaint there is recited the filing of a mechanics lien against said property by Richard Lee.

Q. What efforts have been made to settle this claim on a proper and equitable basis?

A. After we filed our defense to the alleged excessive claim, I individually and as executrix of my husband's estate and as mother and next friend of my two said children, through our attorneys, for a long period of time conducted negotiations with the attorneys for the holder of said judgment. It was agreed that the reasonable value of said work was $2,000, and, subject to the approval of this Court said attorneys, acting in the aforesaid capacity, agreed to pay the sum of $2,000 and costs in full settlement and satisfaction of all claims of Richard L. Alperstein on the aforesaid judgment and otherwise, and of the said claim of Richard Lee on said mechanics lien and otherwise, all of said claims to be entered settled and satisfied and the cases in all the courts to be disposed of by appropriate entries showing such settlement.

Q. What funds to you have to pay said claim.

A. There are no funds with which to pay the aforesaid claim. title to said property is vested in your Petitioner, surviving widow, as to 1/3, and her said two minor children as to 1/3 each, subject to administration of the personal estate, and unless the said claims are settled and /or paid, said property is in danger of being sold to satisfy the aforesaid claims; that Your Petitioner believes it would be to the benefit, advantage and consideration of said estate of said William Lee Hall, to your Petitioner as one of the present owners, and her two minor children, owners of 1/3

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

each, to pay the aforesaid claim of $2,000.00 and costs and to secure a disposition and settlement of said claim, and that I am advised by counsel that it would be to the benefit and advantage of the heirs and the two infants that the aforesaid claims be settled for the sum of $2,000.00; that I believe the fair and reasonable value of the repairs and improvements of said property is $2,000.00.

Q. Was a survey made of the property?

A. Yes; because of the condition of the Land Records and the fact that certain portions of said property have been sold, it became necessary for your Petitioner, through counsel, to employ James D. Hicks, County Surveyor of Anne Arundel County, who, under date of March 13, 1963, made a survey of said property as set forth and referred to in paragraph 16 of said Bill of Complaint; that a plat of said property, in accordance with said survey, is hereby offered in evidence to show the land now owned by this deponent and my two children, and inherited from your deponent's said husband, and to be mortgaged as prayed in this proceeding; that your deponent desires that this court appoint a trustee pursuant to Article 16, Sec. 53 of the Annotated Code of Maryland, as amended by Chapter 36, Sec. 13 of the Acts of 1962, as set forth in said Bill of Complaint, so that said Trustee appointed by this Court may execute a mortgage to Belair Road Building and Loan Association for sufficient to pay said claim and all costs incident to the defense of said claim, and the examination of said title, surveys fees and commissions to the trustee, that no guardian has been appointed for said infants; that guardians ad litem have been appointed in this case pursuant to Order of Court and Answer has been filed by said minor children who have been duly summoned as required by law; that one of our counsel, J. Calvin Carney, represents Belair Road Building and Loan Association, Incorporated, and he has informed your deponent that said association is willing to grant a first lien 6% 10 year direct reduction mortgage in the sum of $[illegible], to be executed by the trustee to be appointed herein, or for such other reasonable sum as may be necessary to complete said settlement and to pay the expenses as herein set forth; that examination of said title indicates that said property is now clear of mortgage; that your Petitioner states it is absolutely necessary and would be to the benefit and advantage of her said two minor children that a trustee be appointed to execute said mortgage to raise said money.

Gladys M. Mac Gowens

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

69

Right of Way Line Left
Curve Data
Δ = 6° 47' 15"
D = 1° 06' 53"
R = 5139.90'
T = 304.80'
L = 608.89'
E = 9.03'

Base Line of R/W
Curve Data
Δ = 6° 47' 15"
D = 0° 40' 00"
R = 8592.37'
T = 509.66'
L = 1018.13'
E = 15.10'

Magnetic North March 1963

S 62° 56' 10" E - 698.04'

Pipe Found

AREA = 2.866 Ac ±

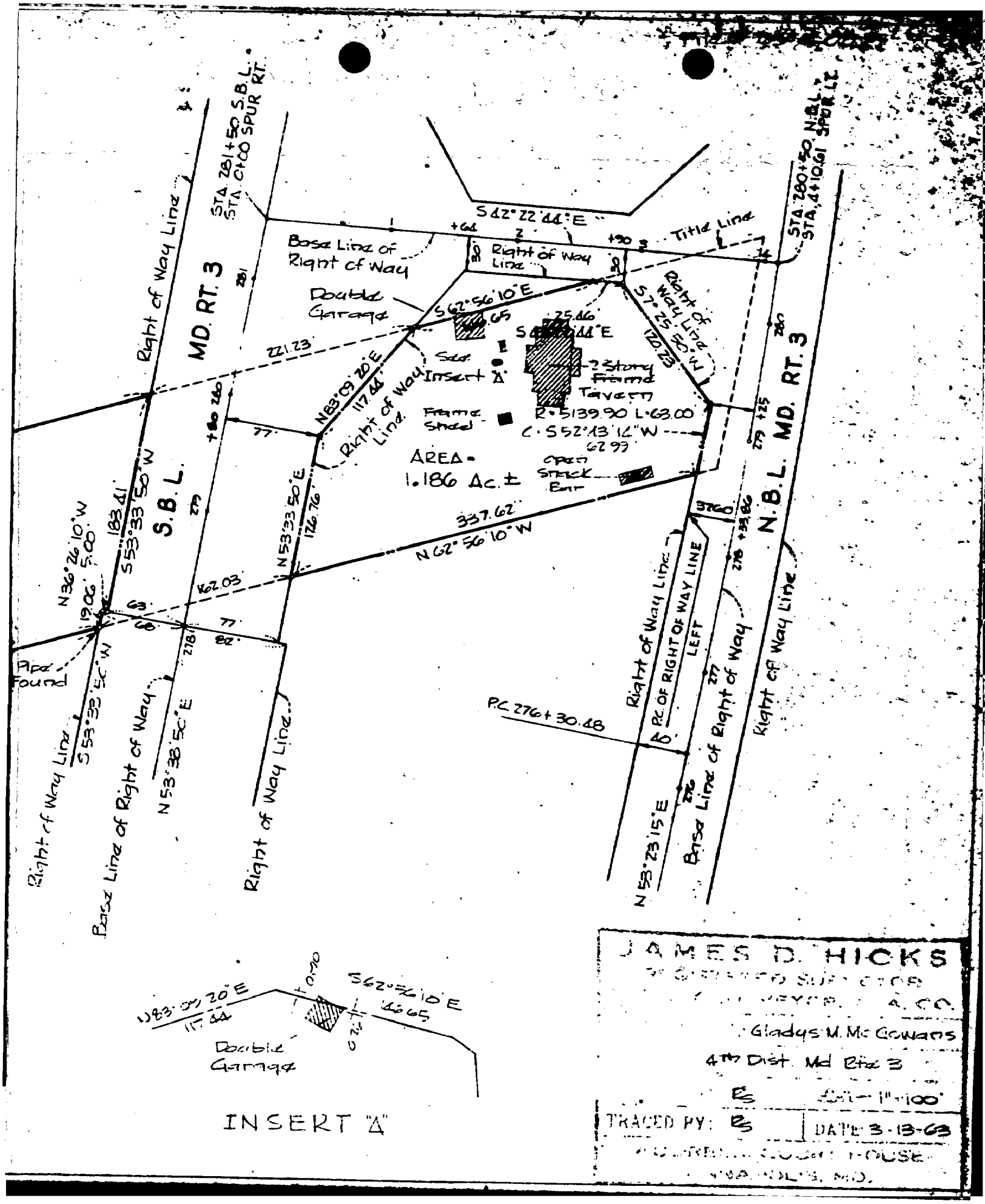
N 93° 38' 50" E
200.00'

Pipe Found
19.40'
Pipe Found
692.45'
N 62° 56' 10" W
262.32'
Pipe Found
60.73'
59.88'
Pipe Found
290.12'

To A[illegible]
in [illegible]

J.H.H.
395 427

See S.E.C. Plats
#16265 #16266
#16267 #20274



INSERT "A"

JAMES D. HICKS
REGISTERED SURVEYOR
A. CO.
Gladys M. McGowans
4th Dist. Md Plat 3
Scale 1"=100'
TRACED BY: BS
DATE 3-13-63
ANNAPOLIS, MD.

TELEPHONE
PLAZA 2-8445

BOOK 154 PAGE 179

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
5TH FLOOR CENTRAL SAVINGS BANK BLDG.
SOUTHEAST CORNER CHARLES & LEXINGTON STS.
BALTIMORE-2, MD.

January 9, 1964

Emanuel Klawans, Esq.
Towns-Worth Bldg.
Annapolis, Maryland

Re: McGowens vs. Hall, et al.

Dear Mr. Klawans:

In reviewing our file, we find that the testimony of Mrs. Gladys M. MacGowens on page 3 should have this insert made:

> "That a plat of said property and descriptions by metes and bounds of the property in accordance with said survey, are offered in evidence to show the land now owned by this deponent and my two children."

Will you please make this insertion and file the enclosed plat and the descriptions in the case as part of the testimony of Mrs. MacGowens?

Very truly yours,

J. Calvin Carney

JCC:mem
Enc.

1964 APR -3 PM 2:05

66

GLADYS M. MacGOWENS (formerly Gladys M. Hall) and JAMES HOWARD MacGOWENS, HER HUSBAND,	:	IN THE
	:	CIRCUIT COURT
Plaintiffs,	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
ANTONIO LEE HALL, AN INFANT, ET AL.,	:	In Equity
	:	No. 15723
Defendants.	:	

AGREED MEMORANDUM OF ITEMS WHICH MAKE UP TOTAL AMOUNT OF MORTGAGE TO BE EXECUTED IN THIS CASE

Settlement of judgment claim of Richard L. Alperstein v. Gladys M. Hall, individually and as administratrix of the Estate of William Lee Hall, Deceased, Superior Court of Baltimore City, Docket C.J. 13, Folio 175, File No. 9885 c, attorneys' fees, court costs, and settlement of lien claim, of Richard Lee, as agreed,	$2000.00
Costs, Alperstein v. Hall, Superior Court of Baltimore City,	29.50
Costs, Richard L. Alperstein v. Gladys M. Hall, etc., Circuit Court for Anne Arundel County, Law A-4462,	6.50
Costs, Gladys M. MacGowens et al. v. Antonio Lee Hall, infant, et al., Circuit Court for Anne Arundel County, Equity 15,723,	50.25
Costs, Richard Lee v. Gladys M. Hall, et al., Circuit Court for Anne Arundel County, Equity 14,268	41.30
Cost, recording release of lien, Lee v. Hall, Circuit Court for Anne Arundel County,	.75
Norman R. Alton, Sr., fee for inspection, appraisal and testimony,	50.00
Morris Albert, title examination of property known as Triangle Inn, bring to date and testimony,	100.00
Cost, Register of Wills for Anne Arundel County, securing photocopy of letters of administration,	.75

FILED
1964 APR -3 PM 2:05

Mr. Clerk: Please bill.
E. Conway Gannon

67

Ace Photo Print Service, photostating, 7.6

James D. Hicks, Surveyor, survey and description of Triangle Inn property, 350.0

Emanuel Klawans, Court Examiner and Master

Fee, J. Calvin Carney and Douglas F. Lyons, Attorneys, services rendered during entire case, including examining facts, preparation and filir of petition to strike out judgment of Alperstein preparing answers to bill to enforce Mechanics' L claim of Richard Lee, examining data about ownershi and title of property known as Triangle Inn, supervi ing title searches, preparation of bill of complain and conducting proceedings; services in connectic with negotiating settlement of case of Alperstei v. Hall, et al., for $2000.00; securing full Bee. Wine & Liquor License for Triangle Inn property, resulting in enhancement of value of property, pro curing lease for Triangle Inn at rental of $200.0(per month for eighteen months and $300.00 per mont thereafter (the first $2200.00 of rent, however, to be withheld and retained by tenant in reimburse ment of outlay of said sum for repairs and improve ments to the property necessary to conduct busines of lessee; drawing mortgage and consummating mortgage transaction, $1000.0(
paid on account, 200.0(
balance due on account of fee, 800.0

Expenses of mortgage transaction:
(based on $3700.00 mortgage)

Recording mortgage	$ 12.0(
Documentary stamps on mortgage	7.7(
Appraisal fee to inspection committee	15.0(
Book and entrance fee	9.7.
Insurance (additional)	100.0(
	144.4.

PHONE 263-5060

JAMES D. HICKS
County Surveyor
Registered Surveyor
Court House, Franklin Street Entrance
Annapolis, Maryland

NIGHT CALLS
892-3411
267-7333

Area: 1.186 acres
more or less

March 13, 1963

DEED DESCRIPTION

Beginning for the same at the intersection formed by the southeasternmost right-of-way line Southbound Lane of Md. Rte. 3 as shown on the Maryland State Roads Commission Plat No. 16265, with the southwesternmost outline of that conveyance from Henry L. Price to Geraldine Hall by deed dated February 6, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 395, folio 427. Thence from the point of beginning so fixed and binding on said right-of-way line, North 53 degrees 33 minutes 50 seconds East 126.76 ft.; said last mentioned point being 77 ft. southeasterly at right angles from station 279 plus 80 base line of right-of-way as shown on the Maryland States Roads Commission Plat No. 16267; thence still with said right-of-way line North 83 degrees 09 minutes 20 seconds East 117.44 ft. to a point where said right-of-way line is intersected by the northeasternmost outline of said conveyance to Geraldine Hall; thence binding on a part of said northeasternmost outline and leaving said right-of-way line, South 62 degrees 56 minutes 10 seconds East 146.65 ft. to intersect the right-of-way line spur connection between the northbound lane and the southbound lane of Md. Rte. 3; thence binding on said right-of-way line, South 42 degrees 22 minutes 44 seconds East 25.46 ft.; said last mentioned point being 30 ft. southwesterly at right angles from station 2 plus 90 base line of right-of-way spur connection as shown on the Maryland State Roads Commission Plat No. 16266; thence binding on the northwesternmost right-of-way line of the northbound lane of Md. Rte. 3, South 7 degrees 25 minutes 50 seconds West 120.23 ft.; said last mentioned point being located northwesterly from station 279 plus 25 base line of right-of-way northbound lane, Md. Rte. 3 as shown on said last mentioned State Roads Commission Plat No. 16266; thence still with said right-of-way line, with a regular curve to the right having a radius 5,139.90 ft., a length of 63.00 ft., and a chord, South 52 degrees 7 minutes 14 seconds West 62.99 ft., said last mentioned point being the

section formed by said right-of-way line with the southwesternmost outline of said conveyance to Geraldine Hall; thence leaving said Northbound Lane and binding on a part of the aforementioned southwesternmost outline, North 62 degrees 56 minutes 10 seconds West 337.62 ft. to the point of beginning.

Conteining 1.186 acres of land, more or less, within the bounds of this description according to a survey and plat made by James D. Hicks, County Surveyor dated March 13, 1963.

Being a part of that conveyance from Henry L. Price to Geraldine Hall by deed dated February 6, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. NO. 395, folio 427.

70

JAMES D. HICKS
County Surveyor
Registered Surveyor
Court House, Franklin Street Entrance
Annapolis, Maryland

PHONE 263-5050

NIGHT CALLS
892-3411
267-7333

Area: 2.866 acres
more or less

March 13, 1963

DEED DESCRIPTION

Beginning for the same at an iron pipe here found at the end of the North 63 degree 15 minute West 1208.2 ft. line in that conveyance from Henry L. Price to Geraldine Hall by deed dated February 6, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 395, folio 427. Thence from the point of beginning so fixed and binding on a part of said 1208.2 ft. line, reversely with meridian corrected, South 62 degrees 56 minutes 10 seconds East 698.04 ft. to intersect the northwesternmost right-of-way line of the Southbound Lane of Md. Rte. 3 as shown on the Maryland State Roads Commission Plat Nos. 16267 and 16265; thence binding on said right-of-way line, South 53 degrees 33 minutes 50 seconds West 193.41 ft.; said last mentioned point being located 63 ft. northwesterly at right angles from station 278 plus 00 base line of right-of-way as shown on said State Roads Commission Plat No. 16265: thence still with said right-of-way line, North 36 degrees 26 minutes 10 seconds West 5.00 ft. and South 53 degrees 33 minutes 50 seconds West 19.06 ft.; said last mentioned point being the intersection formed by the southwesternmost outline of the above mentioned conveyance to Geraldine Hall with the northwesternmost right-of-way line of the Southbound Lane of Md. Rte. 3; thence leaving said right-of-way line and binding on a part of said southwesternmost outline, North 62 degrees 56 minutes 10 seconds West 692.45 ft.; said last mentioned point being at the end of the South 53 degree 15 minute West 200 ft. line in said conveyance to Geraldine Hall; thence binding on said 200 ft. line, reversely with meridian corrected, North 53 degrees 33 minutes 50 seconds East 200.00 ft. to the point of beginning.

Containing 2.866 acres of land, more or less, within the bounds of this description according to a survey and plat made by James D. Hicks, County Surveyor dated March 13, 1963.

Being a part of that conveyance from Henry L. Price to Geraldine Hall by deed

dated February 6, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 395, folio 427.

LEASE

THIS LEASE, made this 1st day of June, 1963, by and between GLADYS McGOWAN, hereinafter called the Landlord an MILTON HASKINS, hereinafter called the Tenant, WITNESSETH

That the Landlord, in consideration of the rents reserved and hereinafter referred to and of the terms, covenants conditions and agreements on the part of the Tenant, that hereinafter are mentioned do hereby demise and lease unto the Tenant and the Tenant does hereby rent and take from the Landlord, the following described property, to wit:

All that property between the north and south bound lanes of Route 301 containing 1.186 acres of land, more or less and improved by a frame building known as Triangle Inn, for a period of five (5) years, beginning on the 1st day of June, 1963 and ending at midnight on the 30th day of June, 1968.

That the terms of said lease and rental agreement are as follows:

1. The first eighteen (18) months of said term at the rate of Two Hundred ($200.00) Dollars per month;

2. The next three and one-half (3½) years of said term at the rate of Three Hundred ($300.00) Dollars per month;

3. The first six (6) months' rent to be paid in advance;

4. That the Tenant shall have an option at the end of the five (5) year term to renew said Lease for an additional five (5) years at the rate of Three Hundred ($300.00) Dollars per month or to buy the premises in fee simple for the sum of Forty Thousand ($40,000.00) Dollars.

That the Landlord agreet to maintain the exterior of the building, including the roof and to be responsible for any major repairs to the plumbing and heating systems.

That the Landlord further agrees to maintain the fire insurance on said building and to pay the real estate taxes and any other public charges and dues.

That the Tenant agrees to maintain the interior of said building, including all painting and decorating.

FILED
1964 APR 28 AM 11:19

XERO COPY XERO COPY XERO COPY XERO COPY

73 15,723 Eq Mai Gowans Hall E Ch - E Clawans, Examiner

That the Tenant will save harmless the Landlord for al loss or damage or claim for damages for neglect arising from removing snow or ice from the sidewalks or steps of the leased premises and will keep in full force and effect liability insurance in the amount of at least One Hundred Thousand ($100,000.00) Dollar during the term of this Lease, or renewal thereof.

The Landlord agrees to execute any permission needed to obtain any business licenses or permits and will execute the annual renewal necessary to obtain any alcoholic beverage license.

It is further agreed between the parties that unless a Seven Day On and Off Sale - Beer, Wine and Wiskey license can be obtained by the Tenant for the premises hereby leased and demised, then, and in such event, this lease shall be null and void, and of no legal effect.

IN WITNESS WHEREOF, the said Gladys McGowan and Milton Haskins have caused this instrument to be duly executed and have set their hands and seals to this instrument in duplicate, on the day and year first above written.

TEST:

_____ (SEAL)
Gladys McGowan

_____ (SEAL)
Milton Haskins

J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
Attorneys at Law
Fifth Floor, Central Savings Bank Bldg.
S. E. Corner Charles & Lexington Sts.
Baltimore 2, Md.

BALTIMORE, MD., June 10th, 19 64

BOOK 154 PAGE 180

MEMORANDUM OF SETTLEMENT

Of ~~SALE~~ MORTGAGE made by Douglas F. Lyons, Trustee
to Belair Road Building and Loan Association, Incorporated
Property No. fee simple property known as Triangle Inn, Anne Arundel County Adjustment made to June 10th, 1964

CREDIT THE ~~SELLER~~ MORTGAGOR

Amount of ~~Purchase Price~~ Mortgage Loan		$ 4300 00
19..... Taxes paid in advance ..... months ..... days		
19..... Water Rent paid in advance ..... months ..... days		
Interest on Purchase Money ..... months ..... days		
House Rent ..... months ..... days		

ALLOWED BY SELLER

Cash paid on account	$		4300 00
19..... Taxes			
19..... Taxes			
19..... Taxes (Current year) ..... months ..... days			
19..... Water Rent			
19..... Water Rent (Current year) ..... months ..... days			
Ground Rent — 6 months ended, and interest, (if arrears)			
Ground Rent (Current period) ..... months ..... days			
House Rent ..... months ..... days			
Revenue Stamps			
Alley Paving Liens			
TOTAL ALLOWANCES			
AMOUNT PAID TO SELLER			4300 00

COST OF TRANSFER

Attorney for Title Examination	-	-
Conveyancing	-	-
Recording (.....Indexe.....Lots) ..... Deeds 1 Mortgages	11	00
Revenue Stamps State	8	80
Insurance, $ 10,000 for three years	318	00
Notary Fees		60
Certificate of Liens	-	-
Judgment Search	-	-
President's Fee	2	00
Entrance and Book Fee	11	25
Committee Fee	15	00
~~1 Week's Dues~~ Schedule of payments	1	00
1 Week's Interest		
1 Week's Expense		367 6.
TOTAL		3932 35

PAID OR CREDITED TO EXPENSE ACCOUNT:

Taxes for 19 64 - Paid taxes			
~~Water Rent~~ for 19 65 - accrued 4/1 - 6/10	72	56	
Ground Rent, 6 months ended			
Accrued Ground Rent			
~~Alley Paving Liens~~ 1 month interest	21	50	94 06
			3838 29

Belair Road Bldg. & Loan Assn., 4201 Powell Ave., just off
LOAN BY 6000 block Belair Rd. Mailing address: Box 6219,
Raspeburg Station (6) Meets every Tues. 7-9 P.M.

BALANCE due Mortgagor 3838 29

FILED
1964 JUN 10 AM 11:08

Balance due Seller ..... $
Less open Mortgages .....
Less open Judgments .....
Less .....

Paid to Seller ..... $

MONTHLY
MORTGAGORS' ~~MONTHLY~~ PAYMENTS

Dues	47.74
Interest	
Expenses	39.95
TOTAL	87.69

75

GLADYS M. MacGOWENS (formerly Gladys M. Hall) and JAMES HOWARD MacGOWENS, HER HUSBAND,	:	IN THE
	:	CIRCUIT COURT
Plaintiffs,	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
ANTONIO LEE HALL, AN INFANT, ET AL.,	:	In Equity
	:	No. 15723
Defendants.	:	

AGREED MEMORANDUM OF ITEMS WHICH MAKE UP TOTAL AMOUNT OF MORTGAGE TO BE EXECUTED IN THIS CASE

Settlement of judgment claim of Richard L. Alperstein v. Gladys M. Hall, individually and as administratrix of the Estate of William Lee Hall, Deceased, Superior Court of Baltimore City, Docket C.J. 13, Folio 175, File No. 9885 c, attorneys' fees, court costs, and settlement of lien claim, of Richard Lee, as agreed,	$2000.00
Costs, Alperstein v. Hall, Superior Court of Baltimore City,	29.50
Costs, Richard L. Alperstein v. Gladys M. Hall, etc., Circuit Court for Anne Arundel County, Law A-4462,	6.50
Costs, Gladys M. MacGowens et al. v. Antonio Lee Hall, infant, et al., Circuit Court for Anne Arundel County, Equity 15,723,	168.75
Costs, Richard Lee v. Gladys M. Hall, et al., Circuit Court for Anne Arundel County, Equity 14,268	41.30
Cost, recording release of lien, Lee v. Hall, Circuit Court for Anne Arundel County,	.75
Norman R. Alton, Sr., fee for inspection, appraisal and testimony,	50.00
Morris Albert, title examination of property known as Triangle Inn, bring to date and testimony,	105.00
Cost, Register of Wills for Anne Arundel County, securing photocopy of letters of administration,	.75

FILED
1964 JUN 10 AM 11:06

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

XEROX COPY
XEROX COPY

Appraisal fees as to value of property, 2 experts	50.00
Ace Photo Print Service, photostating,	7.62
James D. Hicks, Surveyor, survey and description of Triangle Inn property,	350.00
Conchita D. Tuers, Court Reporter, transcript of hearing before Emanuel Klawans, Court Master, 1/8/64,	10.00

Fee, J. Calvin Carney and Douglas F. Lyons, Attorneys, services rendered during entire case, including examining facts, preparation and filing of petition to strike out judgment of Alperstein, preparing answers to bill to enforce Mechanics' Lien claim of Richard Lee, examining data about ownership and title of property known as Triangle Inn, supervising title searches, preparation of bill of complaint and conducting proceedings; services in connection with negotiating settlement of case of Alperstein v. Hall, et al., for $2000.00; securing full Beer, Wine & Liquor License for Triangle Inn property resulting in enhancement of value of property, procuring lease for Triangle Inn at rental of $200.00 per month for eighteen months and $300.00 per month thereafter (the first $2200.00 of rent, however, to be withheld and retained by tenant in reimbursement of outlay of said sum for repairs and improvements to the property necessary to conduct business of lessee; drawing mortgage and consummating mortgage transaction, $1000.00

paid on account, 200.00

balance due on account of fee, 800.00

Register of Wills for Anne Arundel County, inheritance tax on Triangle Inn property,	150.00

Expenses of mortgage transaction ($4300.00 mortgage):

Recording mortgage	11.00	
Documentary stamps on mortgage	8.80	
Appraisal fee to inspection committee	15.00	
Book and entrance fee on mortgage	11.25	
Insurance (2-$5000.00 policies, each for 3 yrs)	318.00	
Notary fee	.60	
President's fee	2.00	
Schedule of payments	1.00	
Accrued taxes	72.56	
1 mon. interest	21.50	461.71

Total of Agreed Memorandum $4231.89

Gladys M. MacGowens

Douglas F. Lyons

J. Calvin Carney

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

XEROX COPY XEROX COPY XEROX COPY

We, the undersigned, William J. Boehm and Henry J. Tarantino, have appraised the following parcel of land and improvements and believe the same to have a current market value of $15,000.00.

1.186 acres of land, more or less, improved by a two story frame structure known as Triangle Inn, a colored tavern, situate at Gambrills, Anne Arundel County, Maryland.

AS WITNESS our hands and seals this 4th day of June, 1964

TEST:

Dorothy R Skipper

Dorothy R Skipper

William J. Boehm (SEAL)

Henry J. Tarantino (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 4th day of June, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William J. Boehm and Henry J. Tarantino, and they made oath in due form of law that the aforegoing appraisal is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Dorothy R Skipper

Dorothy Roberts Skipper
Notary Public

GLADYS M. MacGOWENS, and
JAMES HOWARD MacGOWENS, her husband,

Plaintiffs,

v.

ANTONIO LEE HALL, a minor,
WILLIAM LEE HALL, a minor,
GLAYS M. MacGOWENS, Administratrix,
RICHARD LEE,
RICHARD L. ALPERSTEIN,

Defendants.

: No. 15,723 Equity

In The Circuit Court for
Anne Arundel County

:

REPORT OF MASTER IN CHANCERY

This is an action under Art. 16 sec. 53 of the Code, for ap pointment of a trustee to execute a mortgage of realty of minors to secure a mortgage loan.

The statute empowers a court of equity to authorize a mortgage of realty of minors where this appears to the Court to be for the benefit and advantage of the infants, to raise money for repairs or improvements of the realty, or for their support or education, or to pay charges, liens and encumbrances, and some other instances.

The statute directs that the procedure be that prescribed by the Maryland Rules. Rule R 71 prohibits any such decree unless there by proof of facts and circumstances which show the relief is for benefit and advantage of the minors, and testimony or verified certificates of two qualified persons as to the value of the property involved. In view of the mandatory language in which the Rule is expressed, it is believed that the evidence as to value of the property cannot be eliminated and has to be provided.

Process was served upon the two minors, and copies left with their mother who is one of the plaintiffs, Gladys M. MacGowens. It does not appear that copies of the bill of complaint were left, but this omission is believed to be immaterial as the minors are too young to have been able to read, and their mother, being one of the plaintiffs, is taken to have known the contents of the bill of complaint. The Court appointed a guardian ad litem, but no attorney. The usual answer has been filed on behalf of the minors, submitting their rights to the protection of the Court.

The other defendants have voluntarily filed answers consenting to the relief sought by the plaintiffs.

FILED
1964 JUN 10 AM 11:07

The evidence shows the following:

On 6/17/60, William Lee Hall died intestate.

He owned in fee simple realty at Gambrills, Anne Arundel County, Maryland, described in the bill of complaint. The realty was improved by a building in which he operated a tavern under a Beer & Wine license, and in which was the home of his family and himself.

He was survived by his widow, who has remarried and now is the plaintiff Gladys M. MacGowens, and by their two children, Antonio Lee Hall, now age 6, and William Lee Hall, now age 4.

On 6/23/60, Gladys M. Hall was appointed administratrix of the estate of William Lee Hall, by the Orphans Court for Anne Arundel County.

Notice to creditors has been published and has expired.

On June 28, 1960, Gladys M. Hall and John W. Carpenter made a written contract with Valiant Contractors, Inc. whereby for a price of $3,990.00 the latter was to (1) box in the ceiling and install Cushiontone Classic Ceiling, (2) panel the walls, (3) install 1/8" asphalt tile over masonite flooring, (4) complete with moulding and install two commercial # 4 house doors and hardware, (5) drop the light fixtures to the new ceiling, (6) install a formica top bar.

A deposit of $340 was paid when the contract was made, and on July 19, 1960 an additional payment of $400 was made on account.

Valiant Contractors, Inc. never did any of the agreed work. On August 26, 1960 a man named Edward Levine came and said he had taken over the contract of Valiant Contractors, Inc. A new contract was made, for the same work, at the same price, with credits given for the aforesaid payments on account, leaving an unpaid balance of $3,250. The new contract was between Edward Levine as "authorized agent" for an unnamed contractor, on the one part, and "Gladys M. Hall, administratrix of the estate of William Lee Hall, Antonio Lee Hall, William Lee Hall, Jr., by Gladys M. Hall parent and guardian." Across the face of the original contract was written "superseded by new contract".

At the same time that this new contract was made, August 26, 1960, Gladys M. Hall made and delivered a joint and several promissory note of herself as administratrix

and of the two infants by herself as parent and guardian, payable to order of Edwar Levine, for $4,385.40 to be paid in installments of $73.09 commencing sixty days afte date. The note contained an acceleration clause, provision for confession of judgment and 15% collection fee. Edward Levine has indorsed this note to Richard Alperstein, one o the defendants in the present action.

On November 23, 1960, Richard Alperstine caused judgment to be entered upon thi note by confession in the Superior Court of Baltimore City, for $4,385.40, interest ar costs, and $657.81 attorney fee. The judgment was against Gladys M. Hall individuall and as administratrix of the estate of William Lee Hall, and not against the minor A certified copy of the docket entries has been filed in the Circuit Court for Ann Arundel County in A-4462 Law. The judgment has been filed also as a claim agains the estate of William Lee Hall in the Orphans Court for Anne Arundel County.

A petition has been filed in the Superior Court for Baltimore City to strike out said judgment, and is still pending there. The petition asserts (1) she did not sign the note individually; (2) she had no authority to sign it as administratrix; (3) she had no authority to sign it on behalf of the children as their guardian; (4) the amount of the note is excessive and usurious; (5) there is no consideration for the note as the work has not been completed, is unsatisfactory, and would cost one-half the contract price to complete properly; and Richard Lee claims a mechanics' lien (6) fraud and misrepresentation by Edward Levine and Valiant Contractors, Inc; (7) lack of venue in the courts of Baltimore City.

Richard Lee has filed a mechanics' lien claim for $1,225 against Gladys M. Hall and the two children, in the Circuit Court for Anne Arundel County, against said realty, and has instituted foreclosure in No. 14,268 Equity in this Court. The defendants have filed answer. That record shows absence of any allegation of notice to Gladys M. Hall or the children of intent to claim a lien, and this is asserted as a defense.

All of the claims can be settled for $2,000 cash plus court costs in all the proceedings, ~~including~~ except this present action . A memorandum supplied by the solicitors for the plaintiffs shows that the following funds are needed:-

$100 to Morris Albert for title exam.
50 to Norman Alton for inspecting the work done by Alperstine and testifyin
.75 Orphans Court for certified copy of letters of admn filed as exhibit.
7.63 for photostats filed as exhibits
350.00 James Hicks for a survey of the realty and description.
800.00 balance of fee of plaintiffs' solicitors
144.45 expenses of the mortgage transaction
court costs of the present action.
122.30 court costs in the other proceedings

Morris Albert, for title exam, testifying, bringing title to date	$105.00
James D. Hicks, for survey and description of the property	350.00
Norman Alton, Sr., for inspecting work and testifying	50.00
Appraisers of value of the property, required by Rule or statute	50.00
Court costs in this proceeding	178.75
Expenses of proposed mortgage proceeding, and 3 years fire insurance ($318), and $72.56 unpaid taxes	461.71
Register of Wills, inheritance taxes	150.00
Fee of J. Calvin Carney and Douglas F. Lyons, attorneys, for services rendered , ($1,000 less $200 paid)	800.00
Ace Photo Print Co., for photostats filed in evidence	7.63
Settlement of judgment claim of Richard L. Alperstein and of lien claim of Richard Lee	2,000.00
Court costs in proceedings with Alperstein and Lee	78.05
Cost of copy of letters of administration filed as exhibit	.75
	$4,231.89

The plaintiffs desire to make the settlement. They allege that the proposed settlement of $2,000 and court costs is the fair value of the repairs and improvements made by Alperstine. They allege that the estate of William Lee Hall is without funds with which to pay this.

Belair Building And Loan Association, Incorporated, is willing to lend $4,300.00 at 6% interest, payable $47.74 per month on principal and interest plus 1/12th per month of annual taxes and other public dues and charges, with right of pre-payment of the mortgage at any time upon payment of a release fee of $2 per share on 43 shares, mortgagors to keep the buildings insured, keep the premises in repair, commit no waste. Gladys M. MacGowans desires that this mortgage be made for said purposes on behalf of the children and of herself.

She and the children no longer live in the realty. She has leased the premises to Milton Haskins for five years from 6/1/63 at $200 per month for the first 18 months and $300 per month thereafter, the first 6 months rent in advance; with option to renew the lease for another 5 years at $300 per month, or to buy the premises for $40,000. Landlord is to keep the exterior in repair, and make any other major repairs of the plumbing and heating systems, maintain fire insurance, pay taxes. Tenant is to keep the interior in repair, including painting and decorating, and maintain public liability insurance of $100,000. The lease is to be void unless tenant can obtain a seven day Beer, Wine & Whiskey license, which has been obtained.

Although the lease calls for 6 months rent in advance, $1,200, Mrs. MacGowans testifies that she has not received any rent at all yet because the tenant advanced $2,200 for fixing up the property so he could use it for his business. She will not receive any rent until May 1964.

She testifies that the repairs or improvements for which she contracted with Alperstine were needed to improve the business and make a livelihood for the children and herself, and to preserve the value of the business and of the property; that the work done by Alperstine is reasonably worth $2,000; that this work and that done by the tenant, and having a full Beer, Wine & Whiskey license which her attorney aided her to obtain for the temant have increased the value of the property and its rental value, and has enabled her to get revenue from the property for support of the children.

Norman Alton, Sr. testifies that the work done by Alperstine is not worth more than $2,000, which he thinks is a reasonable allowance for same, and the owner would not be justified in paying more, and the owner has to spend a considerable sum to correct inferior workmanship.

This Examiner assumes that the $2,200 rents advanced by lessee have been applied toward some correction of the work of Alperstine, and toward other repairs of plumbing and the like which Mrs. MacGowans testifies were so necessary that the Health Department ordered the premises be closed unless repaired. However, rights of the children under an accounting, and as to the provision of the lease for sale of the premises for $40,000, are believed not involved in this action and not precluded from future determination.

CONCLUSIONS

At death of William Hall, his widow was faced with a need to make a livelihood for the two children and herself, and to preserve the realty that they owned in common and its value. In the honest exercise of her judgment, she contracted for improvements of the realty intended to improve the property and the business upon which their livelihood depended. It is not her fault that the work contracted for was not properly done, or that she therefore became forced into said litigations. It seems equitable that she should be allowed contribution from her children on whose behalf she was acting.

It appears that the work done by Mr. Alperstine was reasonably worth $2,000. The proposed settlement of the claims of Alperstine and Lee for $2,000 plus court

costs overpays for this work by amount of $740 which Mrs. MacGowans paid Alperstine on account of the contract, plus $78 court costs, but to litigate those claims is likely to cost more than this, and on the whole it seems advisable on behalf of the children and others concerned that the settlement be made. The children have the benefit of the resultant improvement of their realty.

The other items which are to be paid out of the proposed mortgage loan appear to be necessary expenses of title examination, survey, of the mortgage transaction, and property and inheritance taxes, and insurance , and a reasonable fee for her attorneys for having defended the claims of Alperstine and Lee and for services in this present proceeding and other services rendered by them.

It is recommended that Mrs. MacGowans be allowed contribution from the children toward all of the sums hereinbefore listed and cists of this proceeding, i.e. two-thirds of all of said sums and all costs of this proceeding, that she be granted an equitable lien upon the interests of the children in the realty therefor. (Withers v Douglas, 206 Md 141, 148; Hogan v mcMahon, 115 Md 195, 202; Restatement Restitution, sec. 105; 14 Am. Jur. Co-Tenancy, secs. 48,49)

The monthly payments under the mortgage appear well within the rents to be derived from the premises. The mortgage loan is for the benefit and advantage of the infants, for improvements made to their property, furthering their support and maintenance, discharging liens and encumbrances. It is recommended that the prayer of the bill of complaint for a trustee to execute the proposed mortgage be granted.

E K Pawlowski

Master In Chancery

GLADYS M. MacGOWENS (formerly GLADYS M. HALL) and JAMES HOWARD MacGOWENS, her husband	:	IN THE
	:	CIRCUIT COURT
Plaintiffs	:	FOR
	:	ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
ANTONIO LEE HALL, an Infant, et al.	:	No. 15,723
Defendants	:	

DECREE

The above-entitled cause standing ready for hearing on the Bill of Complaint and Answers thereto, and Testimony, and all the other proceedings were by the Court read and considered, and being submitted:

It is thereupon, this 10th day of June 1964 by the Circuit Court for Anne Arundel County, In Equity, ADJUDGED, ORDERED and DECREED as follows:

1. That settlement of claims of Richard L. Alperstein and Richard Lee for the sum of $2,000.00 and costs is hereby approved, and the payment of such sum is hereby authorized.

2. That Douglas F. Lyons be and he is hereby appointed Trustee without bond to execute a mortgage upon the Triangle Inn property, mentioned and described in these proceedings, to Belair Road Building and Loan Association, Incorporated, 4201 Powell Avenue, Baltimore, Maryland, in the sum of $ 4,300.00 for the purpose of paying the claims of Richard L. Alperstein and Richard Lee, expenses incident to these proceedings, and settling said claims; that said mortgage shall be on the direct reduction plan, 10 year maturity, 6% per annum interest, and otherwise in form and terms customarily used by said association.

LAW OFFICES
J. CALVIN CARNEY
. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

FILED
1964 JUN 10 AM 11:24

E3

3. That said Gladys M. MacGowens, on her own behalf and on behalf of her minor children, Antonio Lee Hall and William Lee Hall, shall make the payments on said mortgage out of the rents derived from the rental of said property.

4. That the parties to this case shall file an itemized statement with this Court agreed to by Messrs. Douglas F. Lyons, J. Calvin Carney, and Mrs. Gladys M. MacGowens, setting forth how the amount of said mortgage was arrived at, and if approved by said parties, said Trustee shall have the right to execute and deliver said mortgage and to disburse the funds in accordance with the memorandum filed in this case. If the parties cannot agree, then this Court shall pass an order determining the amount of the aforesaid mortgage.

5. That it is not necessary that the papers in this case be referred to an auditor, but the papers herein shall be recorded.

6. That said Trustee shall, by said mortgage executed, acknowledged, recorded and delivered according to law, convey by way of said mortgage to Belair Road Building and Loan Association title to said property by first lien, free, clear and discharged of all claims of the parties to this case, complainants and defendants and those claiming by, from or under them or any of them.

Judge

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

Examiner-Master

LAW OFFICES
J. CALVIN CARNEY
. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR
ROBERT C. FOUT and VIVIAN MARIE FOUT, his wife	:	ANNE ARUNDEL COUNTY
	:	(In Equity) No. 16,214

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 C. Fout and Vivian Marie Fout, his wife to Baltimore Federal Savings and Loan Association, dated January 6, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 895, folio 473.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Maryland. 21202

Le 9-6841

1964 MAR 13 PM 3:07

BOOK 154 PAGE 201

LIBER 895 PAGE 473

MARYLAND

Equity No. 16,214

VA Form 4-6318 (Home Loan). Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

MORTGAGE

THIS MORTGAGE, made this 6th day of January, A. D. 19 55, by and between ROBERT C. FOUT and VIVIAN MARIE FOUT, 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 SEVENTY-SIX HUNDRED AND FIFTY and 00/100 Dollars ($ 7650.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4 1/2 %) per annum until paid, principal and interest being payable at the office of 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 Forty-two and 53/100 Dollars ($42.53), commencing on the first day of February, 19 55, 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 80. 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 206A, situate on the Westernmost side of Eleanor Avenue, as shown on the Plat of Sweetser Heights, Fifth District, Anne Arundel County, Maryland, prepared by Ralph G. Snyder, Registered Surveyor of Anne Arundel County, dated April 14, 1954, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 25 folio 23.

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 Rosalie M. Russell unto the herein Mortgagors.

FILED

1964 MAR 13 AM 9:07

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

16—49890-7

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:

20" Gas Range

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Ninety-six ($96.00) Dollars payable half-yearly on the 9th 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. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (*a*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (*a*) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

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

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

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

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

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

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

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

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

5

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

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

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

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

Witness:

Maurice F. Mackey Jr.

MAURICE F. MACKEY, JR.

Robert C. Fout [SEAL]
Robert C. Fout

[SEAL]

Vivian Marie Fout [SEAL]
Vivian Marie Fout

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit:

I HEREBY CERTIFY, That on this 6th day of January, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Robert C. Fout and Vivian Marie Fout, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

Maurice F. Mackey Jr.
Notary Public.

MAURICE F. MACKEY, JR.

Application No. 35330
Written by
Approved by EMH Examiner
Ready for Record MFM

[illegible] that [illegible] in [illegible] trans- [illegible] provided by act 1920. B

Recorded- 15th JAN., 1955, at 9 A.M.

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

ROBERT C. FOUT AND
VIVIAN MARIE FOUT, HIS WIFE

PLAINTIFF'S "EXHIBIT 'A'"

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR
ROBERT C. FOUT and VIVIAN MARIE FOUT, his wife	:	ANNE ARUNDEL COUNTY In Equity - No. 16,214

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from Robert C. Fout and Vivian Marie Fout, his wife

to Baltimore Federal Savings and Loan Association

dated the 6th day of January 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No 895 Folio 473.

Amount of Mortgage	$7,650.00
Less - amount paid on principal	1,760.98
	5,889.02
Plus - interest to 2/21/64	133.96
	6,022.98
Less - balance in expense account	34.48
	$ 5,988.50

5889.02
34.48
5854.54

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 10th 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, 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
Clara M. Link, Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

1564 [illegible] 13

6

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR
ROBERT C. FOUT and VIVIAN MARIE FOUT, his wife	:	Anne Arundel County
	:	(In Equity) No. 16,214

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 10th day of March 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 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 Charles E. Williams
Charles E. Williams, Affiant
Vice President

FILED

1964 MAR 13 AM 9:07

1

No 16,214

Mortgagee and Attorney's Bond. 1-369

NEW AMSTERDAM CASUALTY COMPANY

BOOK 154 PAGE 207

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOOK 12 PAGE 382

BOND NO: 0466-0274-0636-64

No. 16,214 Equity

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 SIX THOUSAND AND NO/100 ----- ($6000.00) ---------- 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 April 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 C. Fout and Vivian Marie Fout, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 6th day of January nineteen hundred and fifty-five and recorded among the Land Records of Anne Arundel County, in Liber GTC No. 895, Folio 473, and XXX

28 Eleanor Avenue, 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. Funk

~~Attest~~ XXXXX

Witness as to Surety:

J. McDuffie

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 6th day of April 1964

Louis N. Phipps, Clerk

1964 APR -6 AM 10:05

CALLAHAN and C[illegible]VELL
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 C. Fout and Vivian Marie Fout, his wife to Baltimore Federal Savings and Loan Association, dated January 6th, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 895 folio 473 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

MONDAY, APRIL 6TH, 1964 AT FOUR P.M.

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, Maryland, at North Linthicum, off Beltway, Baltimore-Washington Expressway, and described as follows—

BEING known and designated as Lot 206A, situate on the Westernmost side of Eleanor Avenue, as shown on the Plat of Sweetser Heights, Fifth District Anne Arundel County, Maryland, prepared by Ralph G. Snyder, Registered Surveyor of Anne Arundel County, dated April 14, 1954, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 23; the improvements whereon are known, as No. 28 Eleanor Avenue, situate on the westernmost side of Eleanore Avenue, north of Heath Avenue — size of lot 55 feet by 150 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 $96.00 and to any restrictive covenants, and Utility Agreements, of record affecting the property.

The improvements consist of a one story frame, detached, 1 family dwelling, containing 4 rooms (2 bedrooms) 1 bath.

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

WALTER S. CALWELL
Attorney Named in Mortgage

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

A-3

9 No.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 1614 PAGE 208

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 6, 1964

We hereby certify, that the annexed

Attorney's Sale

Robert C. Fout

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 April, 1964. The first insertion being made the 12th day of March, 1964.

FILED
64 APR -7 PM 4:27

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 6 day of April, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Henry J. Strohecker President of Associated Sales of Laurel, Inc., purchaser at the foreclosure sale in this cause, and made oath in due form of law (~~that he is the purchaser and purchased~~ that he is the purchaser and purchased the same as principal and not as agent for anyone ~~the same as principal and not as agent for anyone~~) ~~(that he is the agent for the purchaser, Associated Sales of Laurel, Inc.~~,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

ASSOCIATED SALES OF LAUREN, INC.,

by Henry J. Strohecker (~~SEAL~~)
Purchaser
Henry J. Strohecker, President

Henry J. Strohecker
Notary Public

FILED
1964 APR -9 AM 9:43

10

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ROBERT C. FOUT AND VIVIAN MARIE FOUT, HIS WIFE	:	(In Equity) 16,214
	:	

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 6th, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 895 folio 473 from said Robert C. Fout and Vivian Marie Fout, 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 proper notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County [illegible] 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 April, 1964 at four 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 206 A, situate on the western-most side of Eleanor Avenue, as shown on the Plat of Sweetser Heights, Fifth District, Anne Arundel County, Maryland, prepared by Ralph G. Snyder, Registered Surveyor of Anne Arundel County, dated April 14, 1954, and recorded among the Land Records of said County in Plat Book 25 folio 23; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1964 APR -9 AM 9:43

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 C. Fout and Vivian Marie Fout, his wife to Baltimore Federal Savings and Loan Association, dated January 6th, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 895 folio 473 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

MONDAY, APRIL 6TH, 1964 AT FOUR P.M.

all that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, Maryland, at North Linthicum, off Beltway, Baltimore-Washington Expressway, and described as follows—

BEING known and designated as Lot 206A, situate on the Westernmost side of Eleanor Avenue, as shown on the Plat of Sweetser Heights, Fifth District Anne Arundel County, Maryland, prepared by Ralph G. Snyder, Registered Surveyor of Anne Arundel County, dated April 14, 1954, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 25 folio 23; the improvements whereon are known as No. 28 Eleanor Avenue, situate on the westernmost side of Eleanor Avenue, north of Heath Avenue — size of lot 35 feet by 150 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 $96.00 and to any restrictive covenants, and Utility Agreements, of record affecting the property.

The improvements consist of a one story frame, detached, 1 family dwelling, containing 4 rooms (2 bedrooms) 1 bath.

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

WALTER S. CALWELL
Attorney Named in Mortgage

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

A-2

BOOK 154 PAGE 211

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 Associated Sales of Laurel, Inc., at and for the sum of Seventy-four Hundred fifty ($7450.00) Dollars, subject to the payment of an annual ground rent of $96.00, 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 April, 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

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

ORDER NISI

BOOK 154 PAGE 212

WALTER S. CALWELL, Attorney named in Mortgage

versus

ROBERT C. FOUT and VIVIAN MARIE FOUT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,214 Equity

Ordered, this 9th day of April, 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 18th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of May next.

The report states that the amount of sale was $ 7,450.00

Louis N. Phipps Clerk.

True Copy,

Walter S. Calwell, Atty.
(Final Order)

TEST: Md. Gazette (for Apr. 16 edition) Clerk.

WALTER S. CALWELL, Attorney named in Mortgage

versus

ROBERT C. FOUT and VIVIAN MARIE FOUT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of May, 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 Brian Duckett
JUDGE

FILED

1964 MAY 20 PM 2:44

13

No 5,214 Equity

Mortgagee and Attorney's Bond. 1-369

BOOK 12 PAGE 384

BOOK 154 PAGE 213

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

ADDITIONAL BOND NO: 0466-0274-0636-64

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 ONE THOUSAND FOUR HUNDRED FIFTY AND NO/100 ----- ($1,450.00) ------- 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 7th day of April 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 C. Fout and Vivian Marie Fout, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 6th day of January nineteen hundred and fifty-five and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 895, Folio 473, XXX and

28 Eleanor Avenue - Anne Arundel County, Maryland

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Smith

Witness as to Surety:

J. McDuffie

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

1964 APR -9 AM 9:43

Bond approved this 9 day of April, 1964

Louis N. Phipps, Clerk

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 16,214 EQUITY

WALTER S. CALWELL, Attorney named in Mortgage.
versus
ROBERT C. FOUT and VIVIAN MARIE FOUT, his wife

Ordered, this 9th day of April 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 18th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of May next.

The report states that the amount of sale was $7,450.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
M-7

FILED
15 1964 MAY 11 PM 12:24
No. M.G. 6488

OFFI' OF

Maryland Gazette

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

BOOK 154 PAGE 214

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 9, 1964

We hereby certify, that the annexed Order Nisi on Report of Sale Eq. 16,214 Robert C. Fout

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of May, 1964. The first insertion being made the 16th day of April, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

Walter S. Calwell, Attorney Named in Mortgage

VS.

Robert C. Fout &
Vivian Marie Fout, his wife

In the

Circuit Court

For

Anne Arundel County

No. 16,214 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 MAY 29 FILED AM 10:31

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 16th day of June, 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 JUN 16 AM 8:43

16

17 Dr. Mortgaged Real Estate of Robert C. Fout & Vivian Marie Fout, 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			7,450	00		
"	Interest, 6%, on deferred payment,						
	$6,950.00, from 4/6/64 to 5/21/64			52	67		
"	Adjustment, Sanitary charges 4/6/64 to						
	12/31/64			20	00		
						7,522	67
To	Attorney, for fee, viz	50	00				
"	" , for commissions, viz	253	50				
				303	50		
"	Attorney, for Court costs, viz						
	Plaintiff's Solicitor, appearance fee	10	00				
	Clerk, Court costs	31	50				
	Auditor, this account	25	00				
				66	50		
"	Attorney, for expenses, viz						
	The Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	81	93				
	New Amsterdam Casualty Co. - bond	24	00				
	E. T. Newell & Co., Inc. - auctioneer's fee	246	25				
	Adjustment, taxes, 1/1/64 to 4/6/64	43	71				
	" , ground rent, 12/9/63 to						
	4/6/64	31	19				
	Notary fees	1	25				
				428	33		
"	Baltimore Federal Savings & Loan Assoc.,						
	Mortgagee, in full, for mortgage claim	5,988	50				
	Interest, 4½%, on principal balance,						
	$5,854.54, from 2/22/64 to 6/15/64	82	64				
				6,071	14		
"	Robert C. Fout & Vivian Marie Fout,						
	Mortgagors, excess	653	20				
				653	20		

E-116—1M—5-61.

PETITION FOR SALE OF PROPERTY

BOOK 154 PAGE 217

METROPOLITAN LIFE INSURANCE COMPANY
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

Vs.

CHARLES PRESTON HOWES, SR. and
OLGA CLAIRE HOWES, his wife
~~1405 Bay Ridge Avenue, Annapolis~~
Anne Arundel County, Maryland
Defendants

Docket ---------- Folio ----------

Case No. 14,857

Filed ----------

IN THE

CIRCUIT COURT

FOR

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

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s:

That on the 26th day of May A.D. 1960 the defendant s 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 ~~Baltimore County~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $16,800.00 and interest as therein mentioned, ~~whereto~~ which mortgage was short assigned on the same day unto Metropolitan Life Insurance Company, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after and default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

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

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

And as in duty, &c.

John J. Neubauer, Attorney for Plaintiff

~~Attorney for Plaintiff~~

FILED

1962 FEB 27 AM 10:03

FHA Form No. 2137-M
(Revised July 1954)

REVIEWED BY LAW DIVISION
MORTGAGE INVESTMENTS

BOOK 1394 PAGE 301   BOOK 154 PAGE 218

MORTGAGE

14,857

PURCHASE MONEY
THIS MORTGAGE, Made this 26th day of May, A. D. 19 60, by and between

------ CHARLES PRESTON HOWES, SR. and OLGA CLAIRE HOWES, his wife, ------

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

------ WEAVER BROS., INC. OF MARYLAND ------

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

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee~~* is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixteen Thousand Eight Hundred and NO/100 ---- Dollars ($ 16,800.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five & three-fourth per centum (5 3/4%) 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 Ninety-eight and 11/100 ------------------ Dollars ($ 98.11 ---), commencing on the first day of July, 19 60, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June, 1990. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

16—55500-3

ALL THAT LOT OF GROUND situate in the Sixth Election District of Anne Arundel County being Lot 230, as shown on Plat 3 of Greenacres, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 29, folio 39. The improvements thereon being known as 1405 Bay Ridge Avenue.

BEING the same property described in a deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from Green Acres Homes, Inc., to the within named Mortgagors, Charles Preston Howes, Sr. and Olga Claire Howes, his wife.

METROPOLITAN LIFE INSURANCE COMPANY
Assignee
Plaintiff
vs.
CHARLES PRESTON HOWES, SR. and
OLGA CLAIRE HOWES, his wife
Defendants

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY

PETITIONER'S EXHIBIT #1

FILED
1964 MAR 10 AM 10:15

*Delete italicized words if Mortgagee is not a Building and Loan Association.

FILED
1962 FEB 27 AM 10:03

A 174 338

BOOK 154 PAGE 219 BOOK 1394 PAGE 302

For Value Received, and without recourse, WEAVER BROS., INC., OF MARYLAND hereby assigns the within and aforegoing mortgage and the mortgage debt secured thereby unto METROPOLITAN LIFE INSURANCE COMPANY, its successors and assigns.

As witness the signature of said body corporate, Assistant Secretary, and the hand of Roy E. Paddock, its Vice President, and its corporate seal hereto affixed this 26 day of May, 1960.

WITNESS:

Sharon W. Noppinger
Sharon W. Noppinger

WEAVER BROS., INC., OF MARYLAND:

By: Roy E. Paddock
Roy E. Paddock, Vice President

Recorded 27 May 1960 at 2:18 P.M.

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, **in fee simple, 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 ($\frac{1}{12}$) 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 **two 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 **two 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.

4

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 **Samuel M. Ivrey**, 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 **Two Hundred Fifty and NO/100 - - - -**Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), **their** heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

Witness:

Nancy S. Carpenter
Nancy S. Carpenter; as to both

Charles Preston Howes [SEAL]
Charles Preston Howes, Sr.

_____ [SEAL]

Olga Claire Howes [SEAL]
Olga Claire Howes

_____ [SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit:

I HEREBY CERTIFY, That on this the 26th day of May, 19 60, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared CHARLES PRESTON HOWES, SR. and OLGA CLAIRE HOWES, 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 OSCAR GREEN, 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.

Nancy S. Carpenter
Nancy S. Carpenter Notary Public.

My commission expires: May 1, 1961.

Rec'd for record 27 May 1960 at 2:18 P.M.
Mailed to Samuel M. Ivrey, Esq.

302

#2

This form may be used as the security instrument in connection with mortgages to be insured under Section 203, Section 222, and in connection with "individual mortgages" to be insured under Section 213, Section 220, Section 221 and Section 809 of the National Housing Act.

STATE OF MARYLAND

Loan No.

MORTGAGE

CHARLES PRESTON HOWES, SR. & OLGA CLAIRE HOWES
TO
WEAVER BROS., INC. OF MARYLAND
ASSIGNED TO METRO. LIFE INS. CO.

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 Records, $ 15.00

, Clerk.

No. Issued

under section of the National Housing Act and Regulations of the Federal Housing Commissioner thereunder

Dated as amended

FEDERAL HOUSING COMMISSIONER

By Authorized Agent.

Date

Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.

1394 301

SAMUEL M. IVREY, 6-6600-0

1344

Attorney At Law

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue, New York 10, N.Y.
Plaintiff

VS.

CHARLES PRESTON HOWES, SR. and
OLGA CLAIRE HOWES, his wife
1405 Bay Ridge Avenue, Annapolis
Anne Arundel County, Maryland

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY

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

Case No. 14,851

NON-MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY, that on the 26th day of February,1962., before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore(City) personally appeared JOHN J. NEUBAUER

and made oath, in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

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

(2) Said Defendant is not in the Military Service of any Nation allied wuth 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.

WALTER J. BALLESTEROS NOTARY PUBLIC BALTIMORE, MD.

Walter J. Ballesteros
WALTER J. BALLESTEROS Notary Public

John J. Neubauer
John J. Neubauer - Affiant

FILED

1962 FEB 27 AM 10:03

E-117—1M—5-61.

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

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue, New York 10, New York
Plaintiff

Vs.

CHARLES PRESTON HOWES, SR. and
OLGA CLAIRE HOWES, his wife
1405 Bay Ridge Avenue, Annapolis
Anne Arundel County, Md.
Defendants

DOCKET_____ FOLIO_____
CASE NO. 14,857 Eq
FILED _____

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY (IN EQUITY)
TERM, 19____

BOOK 154 PAGE 223

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 28th day of February in the year nineteen hundred and sixty-two by the Circuit Court of ~~Baltimore~~ Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that John J. Neubauer and Robert J. Neubauer be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $17,000.00 Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by and further Decree or Order in the premises: they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily or weekly newspaper or newspapers published in ~~Baltimore~~ Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which shall be ~~part thereof cash~~ all cash, and the unpaid balance of the sale price to bear interest from the day of sale and be paid upon ratification of sale; ~~the balance to be paid in _____ 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 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 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.

Matthew S. Evans
JUDGE

FILED
1962 FEB 28 PM 12:28

METROPOLITAN LIFE INSURANCE COMPANY, :
Assignee
1 Madison Avenue
New York 10, N.Y.

BOOK 154 PAGE 224

Plaintiff : IN THE CIRCUIT COURT

vs. FOR

CHARLES PRESTON HOWES, SR. and OLGA CLAIRE HOWES, his wife : ANNE ARUNDEL COUNTY
1405 Bay Ridge Avenue
Annapolis, Maryland : IN EQUITY
No. 14,857

Defendants : Docket 20, folio 143

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

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 Charles Preston Howes, Sr. and Olga Claire Howes, his wife, to Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland, dated the 26th day of May, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1394, folio 301, which mortgage was short assigned on the same day to Metropolitan Life Insurance Company.

Principal amount of mortgage	$16,800.00
Less payments made on account	795.73
Balance due on principal	$16,004.27
LESS: ~~PLUS~~ Credit ~~Debit~~ in expense account	247.64
Net balance due on account of principal	$15,756.63
Interest to April 1, 1964	385.99
Balance due on principal and interest	$16,142.62

Daily interest is $ 2.50

METROPOLITAN LIFE INSURANCE COMPANY

BY: C. H. Huebner SECOND - Vice-President

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:

I HEREBY CERTIFY, that on this 5th day of March, 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 C. H. Huebner SECOND Vice-President of METROPOLITAN LIFE INSURANCE COMPANY, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and notarial seal.

DANIEL J. LANE
NOTARY PUBLIC, State of New York
No. 40-7417500
Qualified in Putnam County
Certificate filed in New York County
Commission Expires March 30, 1964

Notary Public

FILED
1964 MAR 10 PM 10 15

Judicial 10—MARYLAND—TRUSTEE TO SELL ⊙

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 12 PAGE 362

BOOK 154 PAGE 225

Metropolitan Life Insurance Co., Assignee

versus

Charles Preston Howes, Sr. and Olga Claire Howes, h/w

BOND OF TRUSTEE TO SELL
Real Estate

No. 14,857 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer, and Robert J. Neubauer, 410 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 Seventeen Thousand and 00/100 - Dollars ($ 17,000.00) 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 10th day of March in the year of our Lord one thousand, nine hundred and sixty-four.

WHEREAS THE ABOVE BOUNDEN John J Neubauer and Robert J. Neubauer

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

Metropolitan Life Insurance Co., Assignee

versus

Charles Preston Howes, Sr. and Olga Claire Howes, h/w

now pending in said Court.

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

John J. Neubauer and Robert J. Neubauer

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

Marie C. Sigwart
Marie C. Sigwart

John J. Neubauer (SEAL)

Robert J. Neubauer (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth
Robert J. Noeth

Sandra Holtschneider
Witness-as-to-Surety

Bond approved this 19th day of March, 1964

Louis N. Phipps, Clerk

FILED
1964 MAR 19 AM 10:17

JOHN J. NEUBAUER, Solicitor
Keyser Building
Baltimore 2, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE DWELLING PROPERTY

Known as No. 1405 Bay Ridge Avenue, 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. Charles Preston Howes, Sr. and Olga Claire Howes, his wife", the undersigned Trustees will sell at Public Auction on the premises the fee simple property hereinafter described on

FRIDAY, APRIL 17, 1964 AT 4:00 P.M.

ALL that lot of ground situate in the Sixth Election District of Anne Arundel County, State of Maryland, being Lot 230, as shown on Plat 3 of Greenacres, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 29, folio 39. The improvements thereon being known as 1405 Bay Ridge Avenue.

The improvements consist of a one and one-half story brick and frame dwelling containing six rooms and one bath with forced warm air heat, gas fired.

The property is subject to the following:

(1) Restrictive covenants contained in Deed from Maurice F. Klawans and wife to O. Dennis Owens and wife, dated December 22, 1949, recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 551, folio 443.

(2) The building setback lines as indicated on the subdivision plat require a setback from Bay Ridge Avenue of 30 feet and from Tyler Avenue of 25 feet.

(3) Reservation of easement 5 feet along rear line of the hereinabove described property for utilities, as set forth in paragraph 11 of the restrictions.

OFFICE OF 14,857

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 220

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 17, 1964

We hereby certify, that the annexed

Trustee's Sale
Charles Preston Howes, Sr
1405 Bay Ridge Ave.

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 17th day of April, 1964. The first insertion being made the 26th day of March, 1964.

FILED
1964 APR 20 PM 4:15

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED 1964 APR 20 PM 4:15

(4) Legal operation and effect of Deed to Mayor and Aldermen of Annapolis, recorded in Liber J.H.H. No. 747, folio 43 among the Land Records aforesaid, re: sewer lines.

(5) Utility Agreement between Maurice F. Klawans and wife and Consolidated Gas, Electric Light & Power Company, dated April 23, 1948, recorded in Liber J.H.H. No. 466, folio 269.

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 and
Robert J. Neubauer,
Trustees
Keyser Building
Baltimore, Maryland 21202
LE. 9-3212

E. T. Newell & Co., Inc.
120 W. North Avenue
Baltimore, Md. 21201

E-123—1 M—2-62.

REPORT OF SALE

—IN THE—

CIRCUIT COURT

—FOR— BOOK 154 PAGE 228

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue, New York 10, N.Y.
VS. Plaintiff

CHARLES PRESTON HOWES, SR. and
OLGA CLAIRE HOWES, his wife
1405 Bay Ridge Avenue
Annapolis, Maryland
Defendants

ANNE ARUNDEL COUNTY, EQUITY #14,857
Docket 20, folio 143

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

The Report of Sale of John J. Neubauer and Robert J. Neubauer Trustees appointed by the decree in the above entitled cause to make sale of FEE SIMPLE property known as 1405 Bay Ridge Avenue, in the Sixth Election District of Anne Arundel County, Maryland,

in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the "EVENING CAPITAL", a daily newspaper, published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustees one of did pursuant to said notice on Friday the 17th day of April, 1964, at 4:00 o'clock, P. M., attend on the premises and then and there sold the fee simple property to Metropolitan Life Insurance Company, New York 10, New York, at and for the price of Thirteen Thousand and 00/100 ($13,000.00) Dollars; it being the highest bidder therefor.

John J. Neubauer — Trustee

Robert J. Neubauer — Trustee.

State of Maryland, CITY of Baltimore, Sct.

I Hereby Certify, that on this 20th day of April, 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 and Robert J. Neubauer Trustees and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and notarial seal.

CATHERINE T. BOEGNER Notary Public

FILED

1964 APR 21 AM 10:08

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 17th day of April, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared W. Boyer Speed of Weaver Bros. Inc./ Agent for Metropolitan Life Insurance Co., purchaser at the foreclosure sale in this cause, and made oath in due form of law ~~(that he is the purchaser and purchased [illegible] agent for anyone)~~ (that he is the agent for the purchaser, Metropolitan Life Insurance Company,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Metropolitan Life Ins. Co.
Weaver Bros. Inc. of Md Agent
W. Boyer Speed (~~SEAL~~)
Purchaser

Notary Public

FILED
1964 APR 21 AM 10:09

ORDER NISI

BOOK 154 PAGE 230

METROPOLITAN LIFE INSURANCE COMPANY

Assignee

versus

CHARLES PRESTON HOWES, SR. and

OLGA CLAIRE HOWES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 14,857 Equity

Ordered, this 21st day of April, 1964, That the sale of the property in these proceedings mentioned made and reported by John J. Neubauer and Robert J. Neubauer, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of May next.

The report states that the amount of sale was $ 13,000.00

Louis N. Phipps Clerk.

True Copy,

John J. Neubauer, Atty.
(Final Order)

TEST: Evening Capital ~~Maryland Gazette~~ (for Apr. 23 edition) Clerk.

METROPOLITAN LIFE INSURANCE COMPANY

Assignee

versus

CHARLES PRESTON HOWES, SR. and

OLGA CLAIRE HOWES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of May, 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.

V Brown Duckett
JUDGE.

FILED

1964 MAY 27 AM 10:56

13

GEORGE E. RULLMAN &
GEORGE E. RULLMAN, JR.,
Attorneys
Annapolis, Maryland

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 14,857 Equity

METROPOLITAN LIFE IN-
SURANCE COMPANY Assignee
versus
CHARLES PRESTON HOWES,
SR. and OLGA CLAIRE
HOWES, his wife

Ordered, this 21st day of Apri,, 1964, That the sale of the property in these proceedings mentioned made and reported by John J. Neubauer and Robert J. Neubauer, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of May next.

The report states that the amount of sale was $13,000.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk
M-14

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 231

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 14, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 14,857
Charles Preston Howes, Sr

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 May, 1964. The first insertion being made the 23rd day of April, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 MAY 15 PM 3:36

By A. Tilghman

No. E. C. 6542

In the Case of

METROPOLITAN LIFE INSURANCE COMPANY, Assignee

VS.

CHARLES PRESTON HOWES, SR. and
OLGA CLAIRE HOWES, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 14,857 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 JUN -2 AM 11:1

All of which is respectfully submitted.

June 2, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 18th day of June, 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. Jankauska, deputy

FILED
1964 JUN 18 AM 8:54

5

16

BOOK 154 PAGE 233

Dr. METROPOLITAN LIFE INSURANCE COMPANY, Assignee vs. CHARLES PRESTON HOWES, SR. and OLGA CLAIRE HOWES, his wife,

In Acct. with JOHN J. NEUBAUER and ROBERT J. NEUBAUER, Trustees

					Cr.	
1964, April 17						
Proceeds of Sale	13,000	00				
Interest on deferred payment of 12,500.00 from						
4/17/64 to 5/27/64	83	34	13,083	34		
Refund 1963 City of Annapolis taxes, adjusted						
4/17/64 to 6/30/64	16	01	16	01		
					13,099	35
To Trustees for fee, viz:	250	00				
To Trustees for commissions, viz:	422	50	672	50		
To Trustees for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	32	00				
Auditor - Stating this account	22	50	64	50		
To Trustees for expenses, viz:						
Capital Gazette Press - Advertising sale	108	52				
Capital Gazette Press - Order nisi, sale	15	00				
U.S. Fidelity & Guaranty Co. - bond premium	34	00				
E.T.Newell & Co., Inc. - auctioneer's fee	35	00				
Federal Lien and Judgment check	3	00				
Miscellaneous notary fees	1	00				
1964 County & State taxes, adjusted						
1/1/64 to 4/17/64 (223.99)	66	59				
Annapolis Water Dept. - water rent-12/10/63 to 4/17/64	9	51				
Easter Lock & Key Service - new locks on house	32	96	305	58		

To Metropolitan Life Insurance Company - this balance on account of claim filed	12,056	77	12,056	77		
					13,099	35
Amount of Mortgage Claim filed	16,142	62				
Interest on principal balance of $15,756.63 from 4/1/64 to 6/18/64 - 78 days @ 5 3/4%	199	68				
	16,342	30				
Credit - amount allowed above	12,056	77				
Balance subject to Decree in Personam	4,285	53				

BOOK 154 PAGE 235

IN THE MATTER OF THE SALE	*	IN THE CIRCUIT COURT
OF THE MORTGAGED REAL ESTATE	*	FOR
OF ERNEST W. VOGEL, DIVORCED	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 16,213

* *

MR. CLERK:

Please docket the above entitled case and file the original Mortgage, Mortgage Note, Statement of Mortgage Debt, Military Affidavit and copy of Advertisement.

George E. Rullman
Attorney named in Mortgage

FILED

1964 MAR 12 AM 11:23

BOOK 154 PAGE 236

MORTGAGE FEE—COUNTY

BOOK 1688 PAGE 17

This Mortgage, Made this 30th day of August.

in the year nineteen hundred and sixty-three (1963), by and between ERNEST W. VOGEL, divorced, of Anne Arundel County, State of Maryland, party of the first part, hereinafter called MORTGAGOR and MARYLAND NATIONAL BANK, party of the second part, hereinafter called MORTGAGEE, Witnesseth:

WHEREAS, the said MORTGAGOR has this day received by way of loan from said MORTGAGEE an advance in the sum of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), being the balance due on the purchase price of the property hereinafter mentioned, as evidenced by his promissory note of even date herewith, in the amount of $25,000.00, with interest thereon at the rate of six per cent (6%) per annum, payable monthly; said note to be payable in installments of not less than Two Hundred Eighty-five Dollars ($285.00) monthly, which payment shall first be applied to interest on unpaid balance, and the remainder then applied on account of the principal debt, until the whole debt secured hereby is paid and satisfied in full; and

WHEREAS, it was a condition precedent to the granting of said loan that these presents should be executed for the purpose of securing the prompt payment of said note, or any and all renewals thereof, or substitutes therefor, at the time limited for the payment of the same.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises and the sum of One Dollar ($1.00), paid by the party of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, its successors or assigns, in fee simple,

ALL those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County and described as follows:

BEING KNOWN AND DESIGNATED as Lots Numbers 3, 4, 5 and 9 and the Northerly one-half (½) of Lot 2 which half adjoins Lot Number 3, all as shown and designated on Plat A, Greenhaven, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 15, Page 10.

BEING the identical property which was conveyed to the MORTGAGOR herein by James B. Lyons, Jr. and Jerome Piven, Trustees, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior to these presents.

FILED

1964 MAR 12 AM 11:22

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtentances and advantages, thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors, heirs and assigns forever.

PROVIDED, that if the said Mortgagor, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of ----------TWENTY-FIVE THOUSAND---------- Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the Mortgagor, his heirs, and Assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagor for himself, his heirs, personal representatives and assigns, do es hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest

thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, its successors, personal representative or assigns, or GEORGE E. RULLMAN, its Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, its successors, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of TWO HUNDRED ---------- dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors, personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said 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 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 the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor for himself, his heirs, personal representatives and assigns, do es hereby covenant to pay, and the said Mortgagee, its successors, personal representatives or assigns, or GEORGE E. RULLMAN, its said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Mortgagor, for himself, his heirs, personal representatives and assigns, do es further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-five Thousand---------- Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, its successors, personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors, personal representatives and asssigns.

WITNESS the hand and seal of the said Mortgagor.

TEST:

Lilian C. Wotton

Ernest W. Vogel ..... (SEAL)
Ernest W. Vogel

..... (SEAL)

..... (SEAL)

..... (SEAL)

5

BOOK 1688 PAGE 20

BOOK 154 PAGE 239

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 30th day of August in the year nineteen hundred and sixty-three (1963) before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ERNEST W. VOGEL, divorced, the Mortgagor named in the aforegoing Mortgage and he acknowledged the aforegoing Mortgage to be his act. At the same time also appeared GEORGE E. RULLMAN, the Attorney and Agent named in the foregoing 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.; and further, that he is duly authorized to make this Affidavit.

Witness my hand and Notarial Seal. 900

Lilian C. Wotton
Lilian C. Wotton, Notary Public
My Commission expires May 3, 1965.

Rec'd for record Aug 30 1963 at 3:52 P.M.
Mailed to George E. Rullman

MORTGAGE

FROM ERNEST W. VOGEL, divorced

TO MARYLAND NATIONAL BANK

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1688 17
963 AUG 30 PM 3:52

GEORGE E. RULLMAN
ATTORNEY AT LAW
LEE BUILDING
ANNAPOLIS, MD.

411

Mortgage Note

$25,000.00 August 30 1963

after date I promise to pay to the order of

MARYLAND NATIONAL BANK

TWENTY-FIVE THOUSAND---------- Dollars

with interest thereon at the rate if six per cent (6%) per annum, payable monthly, said note to be paid in installments of note less than $285.00 monthly, which payment shall first be applied to interest on unpaid balance and the remainder then applied on account of the principal debt until the whole debt secured hereby is paid and satisfied in full.

Value received,

Ernest W. Vogel
Pt 3-Bn 434
Lyman Ave
Pasadena Md

Secured by Mortgage of Even Date

IN THE MATTER OF THE SALE OF * IN THE CIRCUIT COURT

THE MORTGAGED REAL ESTATE OF * FOR

ERNEST W. VOGEL, DIVORCED * ANNE ARUNDEL COUNTY

* EQUITY NO. 16,213

* *

STATEMENT OF MORTGAGE DEBT

Original Principal Amount of Mortgage	$25,000.00
Principal payments	160.00
Balance due on Principal	24,840.00
Add: Interest from 9/30/63 to 3/11/64	669.76
" Insurance premium paid	120.00
Total Mortgage Claim	25,629.76

24840
120
669 76

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

I Hereby Certify that on this 11th day of March, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared TILDEN O. ATWELL, Vice-President-in-Charge, of Maryland National Bank, 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 5/3/65

FILED

1964 MAR 12 AM 11:22

6

BOOK 154 PAGE 241

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
ERNEST W. VOGEL, DIVORCED,	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 16,213

* *

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 Ed.

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 Maryland National Bank, 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 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 Marine 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
Attorney and Agent, Affiant

SUBSCRIBED AND SWORN to before me this 11th day of March, 1964.

Madolin Ross, Notary Public

My Commission expires 5/3/65.

7

ROBERT H. CAMPBELL. . . . . AUCTIONEER.

PUBLIC SALE

OF VALUABLE

COMMERCIAL WATERFRONT PROPERTY

IMPROVED BY TWO DWELLING HOUSES, ONE LARGE CONCRETE BLOCK COMMERCIAL STRUCTURE WITH FRONTAGE ON STONEY CREEK, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power of sale contained in a Mortgage from Ernest W. Vogel, divorced, to Maryland National Bank, dated August 30, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1688, folio 17, 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, APRIL 7, 1964

At 10:30 O'CLOCK, A. M.

The following described property, namely:

ALL those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County and described as follows:

BEING KNOWN AND DESIGNATED as Lots Numbers 3, 4, 5, and 9 and the Northerly one-half ($\frac{1}{2}$) of Lot 2 which half adjoins Lot Number 3, all as shown and designated on Plat A, Greenhaven, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 15, Page 10.

BEING the identical property which was conveyed to Ernest W. Vogel, divorced, by James B. Lyons, Jr. and Jerome Piven, Trustees, by deed dated August 30, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1688, folio 15.

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

GEORGE E. RULLMAN
Attorney named in Mortgage
140 South Street
Annapolis, Maryland
COlonial 3-4433

1964 MAR 12 AM 11:22

F. 21733 1/55

No 16,213 Equity

MORTGAGEES OR ATTORNEYS BOND.

BOOK 12 PAGE 374

BOOK 154 PAGE 243

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland, as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWENTY-EIGHT THOUSAND----------($28,000.00)---------- 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 23rd day of March, in the year of our Lord nineteen hundred sixty-four

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Ernest W. Vogel, divorced, to Maryland National Bank bearing date the 30th day of August, 1963 and recorded among the ~~mortgage~~ Land records of Anne Arundel County in Liber L.N.P. No. 1688 Folio 17 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

George E. Rullman [SEAL]

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch
Rose M. Bausch Attorney-in-fact

As to Surety

Mary F. Whedbee

Attorney in fact

Bond approved this 31st day of March, 1964

Louis N. Phipps, Clerk

FILED

1964 MAR 31 AM 10:15

9

ROBERT H. CAMPBELL - - - - Auctioneer

PUBLIC SALE

OF VALUABLE

Commercial Waterfront Property

IMPROVED BY TWO DWELLING HOUSES, ONE LARGE CONCRETE BLOCK COMMERCIAL STRUCTURE WITH FRONTAGE ON STONEY CREEK, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power of sale contained in a Mortgage from Ernest W. Vogel, divorced, to Maryland National Bank, dated August 30, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1688, folio 17, 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, April 7, 1964

AT 10:30 O'CLOCK, A.M.

The following described property, namely:

ALL those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County and described as follows:

BEING KNOWN AND DESIGNATED as Lots Numbers 3, 4, 5, and 9 and the Northerly one-half (½) of Lot 2 which half adjoins Lot Number 3, all as shown and designated on Plat A, Greenhaven, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 15, Page 10.

BEING the identical property which was conveyed to Ernest W. Vogel, divorced, by James B. Lyons, Jr. and Jerome Piven, Trustees, by deed dated August 30, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1688, folio 15.

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

GEORGE E. RULLMAN
Attorney Named in Mortgage
140 South Street
Annapolis, Maryland
COlonial 3-4433

FILED
1964 APR -9 PM 3:28

I hereby certify that I 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, April 7, 1964, at 10:30 o'clock, a. m. as Agent of Maryland National Bank, at and for the sum of Fifteen Thousand Dollars ($15,000.00), Maryland National Bank then and there being the highest bidder therefor. Maryland National Bank agrees to comply with the terms of sale as expressed on the reverse side hereof.

MARYLAND NATIONAL BANK

By _____
Tilden O. Atwell, Vice President

I Hereby Certify that I as Auctioneer did sell the property described on the reverse side hereof at Public Sale, on Tuesday, April 7, 1964, to Maryland National Bank at and for the sum of Fifteen Thousand Dollars ($15,000.00), it being then and there the highest bidder therefor; I further certify that the sale was fairly made.

_____
Robert H. Campbell, Auctioneer

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

I Hereby certify that on this 7th day of April, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Tilden O. Atwell, Vice President-in-charge of Maryland National Bank, the purchaser of the real estate described on the reverse side hereof and made oath in due form of law:

1. That in this purchase Tilden O. Atwell was acting as Agent FOR Maryland National Bank.

2. The no other person or corporation is interested in this purchase and that Maryland National Bank is to take title to the real estate.

3. That Maryland National Bank has not, directly or indirectly, discouraged anyone from bidding for said property and that the sale was open to all bidders.

MARYLAND NATIONAL BANK

By _____
Tilden O. Atwell, Vice-President-in-Charge.

WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission expires May 3, 1965.

FILED
1964 APR -9 PM 3:27

401

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
ERNEST W. VOGEL, DIVORCED	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 16,213

* *

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 Ernest W. Vogel, divorced, dated August 30, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1688, folio 17, 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, April 7, 1964, at 10:30 o'clock, a.m., and then and there sold the property to MARYLAND NATIONAL BANK, at and for the sum of Fifteen Thousand Dollars ($15,000.00) it then and there being the highest bidder therefor, which property is described as follows:

ALL those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County and described as follows:

BEING KNOWN AND DESIGNATED as Lots Numbers 3, 4, 5, and 9 and the Northerly one-half (½) of Lot 2 which half adjoins Lot Number 3, all as shown and designated on Plat A, Greenhaven, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 15, Page 10.

FILED

1964 APR -9 PM 3:27

//

BEING the identical property which was conveyed to Ernest W. Vogel, divorced, by James B. Lyons, Jr. and Jerome Piven, Trustees, by deed dated August 30, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1688, folio 15.

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

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

Respectfully submitted,

George E. Rullman,
Attorney named in Mortgage

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

I Hereby certify that on this 8th day of April, 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.

ORDER NISI

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ERNEST W. VOGEL, DIVORCED

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,213 Equity

BOOK 154 PAGE 248

Ordered, this 9th day of April, 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 15th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of May next.

The report states that the amount of sale was $ $15,000.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

George E. Rullman, Atty.

For the Evening Capital(April 13th Edition)

(Final Order)

IN THE MATTER OF THE SALEOF THE MORTGAGED REAL ESTATE OF ERNEST W. VOGEL, DIVORCED

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of May, 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 MAY 19 AM 10:47

13

Public Sale
OF VALUABLE COMMERCIAL WATERFRONT PROPERTY

IMPROVED BY TWO DWELLING HOUSES, ONE LARGE CONCRETE BLOCK COMMERCIAL STRUCTURE WITH FRONTAGE ON STONEY CREEK, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power of sale contained in a Mortgage from Ernest W. Vogel, divorced, to Maryland National Bank, dated August 30, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1688, folio 17, 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, APRIL 7, 1964 AT 10:30 O'CLOCK A.M.

The following described property, namely:

ALL those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County and described as follows:

BEING KNOWN AND DESIGNATED as Lots Numbers 3, 4, 5, and 9 and the Northerly one-half (½) of Lot 2 which half adjoins Lot Number 3, all as shown and designated on Plat A, Greenhaven, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 15, Page 10.

14 N

BEING the identical property which was conveyed to Ernest W. Vogel, divorced, by James B. Lyons, Jr. and Jerome Piven, Trustees, by deed dated August 30, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1688, folio 15.

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

Robert H. Campbell,
Auctioneer.

A-4

OFFICE OF 16213

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 249

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 10, 1964

We hereby certify, that the annexed Public Sale

Ernest W. Vogel

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of April, 1964. The first insertion being made the 14th day of March, 1964.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1964 APR 10 PM 4:23

By [signature]

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 16,213 EQUITY

In the Matter of the Sale of the Mortgaged Real Estate of ERNEST W. VOGEL, divorced

Ordered, this 9th day of April 1964, 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 15th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of May next.

The report states that the amount of sale was $15,000.00.

LOUIS N. PHIPPS
Clerk

True Copy, TEST:
LOUIS N. PHIPPS
Clerk

M-4

FILED

15 No. E. 1964 MAY -5 AM 10:26

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 250

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 4, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. No. 16,213
Ernest W. Vogel

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of May, 1964. The first insertion being made the 13th day of April, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 154 PAGE 251

In the Case of

The Sale of the Mortgaged Real Estate of
Ernest W. Vogel, Divorced

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,213 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 28 AM 11:03

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 15th day of June, 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 JUN 15 PM 4:28

16

17 Dr. Mortgaged Real Estate of Ernest W. Vogel, Divorced.

In Acct. with George E. Rullman, Attorney Named in Mortgage.

				Cr.
By	Amount of Sale, as per Attorney's Report of Sale filed		15,000 00	
"	Interest, 6%, on deferred payment, $13,500.00, from 4/7/64 to 5/20/64		99 00	
				15,099 00
To	Attorney, for fee, viz	200 00		
"	" , for commissions, viz	480 00		
			680 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 - sale	18 03		
	National Surety Corporation - bond	112 00		
	Robert H. Campbell, auctioneer's fee	60 00		
	½ Federal & State Revenue stamps	24 75		
	Adjustment, 1964 taxes 1/1/64 to 4/7/64	119 92		
	Notary Public	2 00		
			432 22	
"	Maryland National Bank, Mortgagee, on account of mortgage claim	13,926 28		
			13,926 28	
				15,099 00
	Balance due on Mortgage, as per claim filed	25,629 76		
	Interest, 6%, on principal balance, $24,960.00 from 3/12/64 to 6/12/64	374 40		
		26,004 16		
	Credit amount allowed above	13,926 28		
	This amount subject to decree in personam	12,077 88		

PETITION FOR FORECLOSURE

BOOK 154 PAGE 253

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC. (formerly The Capital Building and Loan Association of Baltimore City)

VS.

OSCAR C. McDARIS and

JUANITA S. McDARIS, his wife

IN THE

CIRCUIT COURT

FOR ~~OF~~

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

(IN EQUITY) No. 16,193

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 15th **day of** July, **A. D.** 1957, **the defendant executed and delivered to** The Capital Building and Loan Association of Baltimore City, now Capital Savings and Loan Association, Inc., **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 $** 6,000.00 **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.**

That said mortgage is in default inasmuch as the mortgagors are more than sixty (60) days in arrears in the payment of principal, interest and expenses as contracted for 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.

Paul Beall

Paul Beall *Attorney for Plaintiff*

FILED

1964 MAR -5 PM 12:35

Form 812

PETITIONER'S EXHIBIT NO. 1

[DR.—CITY OR COUNTY]

Equity No. 16,193

Mortgage

LIBER 1136 PAGE 87

BOOK 154 PAGE 254

THIS MORTGAGE, Made this 15th day of July, in the year Nineteen Hundred and fifty-seven, by and between Oscar C. McDaris and Juanita S. McDaris, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Six Thousand Dollars ($6,000.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Six Thousand Dollars ($ 6,000.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Fifty-one Dollars ($ 51.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of August, 1957, and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

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

The said Mortgagor agrees 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.

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

THIS mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid 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 the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

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

BEING known and designated as Lot Number Twenty-nine (29) as shown on the Plat of Magothy Forge, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, Page 1.

BEING the same lot of ground which, by deed dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by Porter E. Potts and wife unto the herein named Mortgagors.

FILED

1964 MAR -5 PM 12:35

2

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

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

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

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

And the said Mortgagor does further covenant and agree:

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

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

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

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

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

6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(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, at the option of the Mortgagee.

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

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

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

AND 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 Harry A. Kohlerman or John O. Dumler, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS:

Oscar C. McDaris (SEAL)

Antoinette M. Granese

Juanita S. McDaris (SEAL)

(SEAL)

(SEAL)

4

5

BOOK 154 PAGE 257 LIBER 1136 PAGE 90

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 15th day of July, 19 57, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Oscar C. McDaris and Juanita S. McDaris, his wife, known to me to be the above named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act.

At the same time also personally appeared Carl F. Dockman, 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 seal the day and year aforesaid.

Antoinette M. Granese
Notary Public

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese
My commission expires May 4, 1959

Rec'd for record July 19, 1957 at 10:11 AM.
Mailed to Kohlerman & Dumler

ANNE ARUNDEL COUNTY

(4) C

Mortgage

31637

FROM

OSCAR C. McDARIS

AND WIFE

TO

THE CAPITAL
BUILDING AND LOAN ASSOCIATION
OF BALTIMORE CITY

RECD FOR RECORD
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1957 JUL 19 AM 10:11
& RECORDED IN LIBER GTC
NO. 1136 FOLIO 87
GEO. F. CROMWELL, CLERK

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland
1406 FIDELITY BUILDING

File No. 11591-T

Property:

Lot 29, Magothy Forge

Description approved

Execution approved

10

STATEMENT OF MORTGAGE CLAIM

BOOK 154 PAGE 258

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC. (formerly The Capital Building and Loan Association of Baltimore City)

vs.

OSCAR C. McDARIS and

JUANITA S. McDARIS, his wife

IN THE

CIRCUIT COURT

FOR

—OR—

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

(IN EQUITY) No. 16,193

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage dated July 15, 1957	$ 6,000.00
Less payments thereon	1,137.12
Balance as of January 31, 1964	4,862.88

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this third day of February, in the year nineteen hundred and sixty-four, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared CHARLES F. LOOS, Vice President of Capital 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.

FILED

1964 MAR -5 PM 12:34

As witness my hand and Notarial Seal,

Helena Reymann

Notary Public.

My commission expires May 3, 1965

Helena Reymann

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

BOOK 154 PAGE 259

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC. (formerly The Capital Building and Loan Association of Baltimore City)

vs.

OSCAR C. McDARIS and

JUANITA S. McDARIS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(IN EQUITY) No. 16, 193

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 CHARLES F. LOOS, Vice-President of Capital Savings and Loan Association, Inc.

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.

Charles F. Loos V. Pres.

Affiant.

Charles F. Loos

Subscribed and sworn to before me this 23rd day of January 19 64

Isabelle Barnes

Notary Public

My commission expires May 3, 1965

FILED

1964 MAR -5 PM 12:35

1

DECREE FOR SALE OF MORTGAGE PREMISES BOOK 154 PAGE 260

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC. (formerly The Capital Building and Loan Association of Baltimore City)

vs.

OSCAR C. McDARIS and

JUANITA S. McDARIS, his wife

IN THE

CIRCUIT COURT

FOR

~~XXX~~

ANNE ARUNDEL COUNTY

~~BALTIMORE EXXXXXX~~

(IN EQUITY) No. 16, 193

.....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 6th day of March, in the year nineteen hundred and sixty-four, for Anne Arundel County, 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 Paul Beall and James H. Whitney be and they are their hereby appointed **Trustees** to make said sale, and that the course and manner of ~~th~~ proceedings shall be as follows: They shall 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 Six Thousand ..... Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future Decree or Order in the premises: They shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the ~~City of Baltimore~~ Anne Arundel, as they shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of their 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 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.

Approximate Value of Property $6,000

O Bowie Duckett

Judge

FILED

1964 MAR -6 PM 1:18

8

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3* BOOK 154 PAGE 261

Docket 21 folio 410
Case No. 16193 Equity

Bond No. 77 96 376

KNOW ALL MEN BY THESE PRESENTS: BOOK 12 PAGE 386

That we, Paul Beall, 1406 Fidelity Bldg., Baltimore, Maryland and James H. Whitney 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 Six Thousand and 00/100 ($6,000.00) 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 9th day of April in the year of our Lord one thousand nine hundred and sixty-four

WHEREAS, the above bounden Paul Beall and James H. Whitney 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 Capital Savings and Loan Association, Inc. (Formerly the Capital Bldg. and Loan Assoc. of Baltimore City) *vs:*

Oscar C. McDaris and Juanita S. McDaris

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Paul Beall and James H. Whitney

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

Signed, sealed and delivered in the presence of:

Gertrude M. Prance

Paul Beall (SEAL)

James H. Whitney (SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Sharon Greer *As to Surety* By Joseph C. McHugh *Attorney-in-Fact*

MD3116a—1M. 6-63 163813
Trustee's Bond

Bond approved this 10 day of April, 1964

Louis N. Phipps, Clerk

FILED
1964 APR 10 AM 9:40

KOHLERMAN AND DUMLER
Solicitors
1406 Fidelity Building
Baltimore, Maryland 21201

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

LOT NUMBERED TWENTY-NINE (29) PLAT OF MAGOTHY FORGE

By virtue of a Decree of the Circuit Court for Anne Arundel County (Case No. 16193), the undersigned Trustees will sell at public auction on the premises,

ON TUESDAY, THE 14TH DAY OF APRIL, 1964, AT 2:00 O'CLOCK P.M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS thereon situate in the Third Election District of Anne Arundel County, and described as follows:

BEING known and designated as Lot Number Twenty-nine (29) as shown on the Plat of Magothy Forge, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, Page 1, said lot being located on the northwest side of Carroll Road, approximately three hundred fifty-five feet (355') northeasterly from Sunset Knoll Road, and fronting northeasterly on the northwest side of Carroll Road with an even depth northwesterly on the northwest side of Carroll Road with an even depth northwesterly of one hundred seventy-five feet (175'). Improved by a Frame Dwelling.

No. 10

THE property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

TERMS OF SALE: Cash. A deposit of $500.00 at time of sale balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes water rent and all other public charges, including special paving taxes, if any, to be adjusted to date of sale.

PAUL BEALL
JAMES H. WHITNEY
Trustees
ALEX COOPER, INC.
Auctioneers
212 N. Calvert St.
Balto. 2, Md.
P. 2-4868

A-9

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 262

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 13, 1964

We hereby certify, that the annexed

Trustee's Sale
Lot numbered Twenty-Nine
Magothy Forge
Case No. 16193

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of April, 1964: The first insertion being made the 19th day of March, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 APR 13 PM 4:09

By H. Whitney

REPORT OF SALE

BOOK 154 PAGE 263

CAPITAL SAVINGS AND LOAN ASSOCIATION INC. (formerly The Capital Building and Loan Association of Baltimore City)

vs.

OSCAR C. McDARIS and

JUANITA S. McDARIS, his wife

IN THE

CIRCUIT COURT

FOR

~~—EX—~~

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

(IN EQUITY)

Docket 21, folio 410 - Case # 16193

To The Honorable Judge of the

Circuit Court of ~~Baltimore City~~ FOR ANNE ARUNDEL COUNTY:

The Report of Sale of Paul Beall and James H. Whitney,

Trustees appointed by the decree in the above entitled cause, to make sale of

fee simple property known as Lot 29 on the Plat of Magothy Forge,

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

The Maryland Gazette,

a ~~daily~~ newspaper published in Anne Arundel County ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Tuesday the fourteenth day of April, 1964, at two o'clock P. M. attend on the premises and then and there sold the fee simple property known as Lot 29 on the Plat of Magothy Forge, to Associated Sales of Laurel, Inc., at and for the sum of Five Thousand Five Hundred Fifty Dollars ($5,550.00), they having offered the highest price therefor.

Paul Beall

James H. Whitney

Trustees

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this sixteenth day of April, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared PAUL BEALL and JAMES H. WHITNEY,

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

As witness my hand and Notarial Seal,

Helena Reymann

My commission expires May 3, 1965 Helena Reymann *Notary Public.*

FILED APR 17 11:18

11

ORDER NISI

BOOK 154 PAGE 264

CAPITAL SAVINGS AND LOAN ASSOCIATION INC.(formerly The Capital Building and Loan Association of Baltimore City)

versus

OSCAR C. McDARIS and JUANITA S. McDARIS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,193 Equity

Ordered, this 17th day of April, 1964, That the sale of the property in these proceedings mentioned made and reported by Paul Beall and James H. Whitney, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of May next.

The report states that the amount of sale was $5,550.00.

Louis M. Phipps Clerk.

True Copy,

Paul Beall, Atty.

TEST: Clerk.

For the Maryland Gazette (Apr.23rd Edition)

(Final Order)

CAPITAL SAVINGS AND LOAN ASSOCIATION INC.(formerly The Capital Building and Loan Association of Baltimore City ~~versus~~ vs. OSCAR C. McDARIS and JUANITA S. McDARIS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of May, 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 Brien Duckett

JUDGE.

FILED

1964 MAY 27 PM 2:50

12

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 16,193 Equity

CAPITAL SAVINGS AND LOAN ASSOCATION INC. (formerly The Capital Building and Loan Association of Baltimore City) OSCAR C. McDARIS and JUANITA S. McDARIS, his wife

Ordered, this 17th day of April, 1964, That the sale of the property in these proceedings mentioned made and reported by Paul Beall and James H. Whitney, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of May next.

The report states that the amount of sale was $5,550.00.

LOUIS N. PHIPPS Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk M-14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 265

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 15, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,193

Oscar C. McDaris

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of May, 1964. The first insertion being made the 23rd day of April, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. V. Tilghman

FILED

1964 MAY 15 PM 3:35

13 No. M. G. 65 32

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.
(formerly The Capital Building and Loan Association of Baltimore City)

VS.

OSCAR C. McDARIS and

JUANITA S. McDARIS, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(Case No. 16193)

KOHLERMAN AND DUMLER
Solicitors
1406 Fidelity Building
Baltimore, Maryland 21201

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

LOT NUMBERED TWENTY-NINE (29) PLAT OF MAGOTHY FORGE

By virtue of a Decree of the Circuit Court for Anne Arundel County (Case No. 16193), the undersigned Trustees will sell at public auction on the premises,

ON TUESDAY, THE 14TH DAY OF APRIL, 1964, AT 2:00 O'CLOCK P.M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS thereon situate in the Third Election District of Anne Arundel County, and described as follows:

BEING known and designated as Lot Number Twenty-nine (29) as shown on the Plat of Magothy Forge, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, Page 1, said lot being located on the northwest side of Carroll Road, approximately three hundred fifty-five feet (355') northeasterly from Sunset Knoll Road, and fronting northeasterly on the northwest side of Carroll Road with an even depth northwesterly on the northwest side of Carroll Road with an even depth northwesterly of one hundred seventy-five feet (175'). Improved by a Frame Dwelling.

THE property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

TERMS OF SALE: Cash. A deposit of $500.00 at time of sale balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes water rent and all other public charges, including special paving taxes, if any, to be adjusted to date of sale.

PAUL BEALL
JAMES H. WHITNEY
Trustees
ALEX COOPER, INC.
Auctioneers
212 N. Calvert St.
Balto. 2, Md.
P. 2-4868

A-9

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 14th day of April 1964, sold the property described in the attached advertisement of sale at and for the sum of $5,550.00 xx to Associated Sales of Laurel, Inc. he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

By Joseph A. Cooper
Alex Cooper -Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 14th day of April 1964, purchased the property described in the attached advertisment of sale from Paul Beall and James H. Whitney, Trustees, at and for the sum of $5,550.00 xx and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Henry J Strokecker Pres
Purchaser

FILED 1964 MAY 27 AM 9.52

ED
AM 9:52

14

In the Case of

Capital Savings & Loan Assoc., Inc., etc.

VS.

Oscar C. McDaris &
Juanita S. McDaris, his wife

In the

Circuit Court

For

Anne Arundel County

No. 16,193 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 JUN -8 AM 11:54

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 24th day of June, 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. Watson, deputy

FILED
1964 JUN 24 AM 10:36

15

Dr. Mortgaged Real Estate of Oscar C. McDaris & Juanita S. McDaris, his wife.

In Acct. with Paul Beal & James H. Whitney, Trustees

				Cr.	
By	Amount of Sale, as per Trustees' Report of Sale filed.			5,550 00	
"	Interest, 6%, on deferred payment, $5,050.00, from 4/14/64 to 6/2/64			42 05	
"	Notary fees			2 00	
					5,594 05
To	Trustees, for fee, viz	75 00			
"	" , for commissions, viz	186 50			
				261 50	
"	Trustees, for Court costs, viz				
	Plaintiff's Solicitor, appearance fee	10 00			
	Clerk, Court costs	28 00			
	Auditor, this account	22 50			
				60 50	
"	Trustees, for expenses, viz				
	The Capital-Gazette Press, Inc.				
	Advertising & Nisi - sale	90 24			
	Sunpapers, Advertising - sale	42 90			
	Fidelity & Deposit Co. of Md. - bond	24 00			
	Alex Cooper - Auctioneer's fee	198 75			
	Adjustment, 1964 taxes	49 04			
	½ Federal & State Revenue stamps	9 90			
				414 83	
"	Capital Savings & Loan Assoc., Inc., Mortgagee, on account of claim filed	4,857 22			
				4,8 57 22	
					5,594 05
	Balance due on Mortgage, as per claim filed	4,862 88			
	Interest, 6%, thereon from 2/1/64 to 6/24/64	116 57			
		4,979 45			
	Credit amount allowed above	4,857 22			
	This amount subject to decree in personam	122.23			

PETITION FOR FORECLOSURE

BOOK 154 PAGE 269

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BROOKLYN
P.O. BOX 2858 BALTIMORE 25, MARYLAND

VS.

CLARENCE BARTON, JR. and
VERNA B. BARTON, his wife
202 North Wellham Avenue
Glen Burnie, Maryland

IN THE

CIRCUIT COURT

FOR
~~XXXXX~~
ANNE ARUNDEL COUNTY
~~BALTIMORE COUNTY~~
(In Equity) 16,224

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s

That on the 12th **day of** September **A. D.** 1962 **the defendant executed and delivered to** First Federal Savings and Loan Association of Brooklyn **a mortgage upon certain** leasehold **property in** ~~the City of Baltimore~~ Anne Arundel County, **therein described, to secure the payment of the mortgage debt of $** 8,800.00 **and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all 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 afore 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.

Harold M. Vick

Harold M. Vick
2 E. Lexington Street
Baltimore 2, Maryland
PL 2-6897

Attorney for Plaintiff

BOOK 154 PAGE 270

CITY OR COUNTY FEE OR LEASEHOLD

BOOK 1595 PAGE 301

Equity 16,224

This Mortgage, made this 12th day of September ,

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

CLARENCE BARTON, JR. and VERNA B. BARTON, 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

CLARENCE BARTON, JR. and VERNA B. BARTON, his wife,

the sum of EIGHT THOUSAND EIGHT HUNDRED----------($8,800.00)--------- 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 Sixty-three and 05/100---------(63.05)---------- dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be fully paid, interest to be computed by the calendar month; and the said installment payments may be applied by the Mortgagee in the following order:

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

SECOND: Towards the payment of the aforesaid principal sum.

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

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

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

NOW THEREFORE, this Mortgage witnesseth, that in consideration of the premises and of one dollar, the said Mortgagor doth grant, convey and assign unto said Mortgagee, its successors and assigns, all that land and premises situate and lying in Anne Arundel County , State of Maryland, and described as follows:

BEING known and designated as Lots 4 and 5, Block 6 as shown on the Plat of Glenmore recorded among the Plat Records of Anne Arundel County in Plat Book 19, folio 15 (formerly filed in Plat Cabinet 3, Rod E-7, Plat #7) fronting approximately 50 feet on the North side of Wellham Avenue.

BEING the same lots 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 were granted and conveyed by Doris E. Monnett unto the within named Mortgagors.

"Petitioners Exh. No. 1"

FILED

1964 MAR 19 AM 10:10

2

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, ~~in fee simple, forever during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent~~ during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of One Hundred Twenty ($120.00) Dollars payable half-yearly on the 12th days of March and September in each and every year.

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

And the said Mortgagor covenants with the said Mortgagee as follows:

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

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

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided.

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

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

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

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

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

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this Mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns, or JOHN B. ROWE, its duly authorized Attorney or Agent, after any default in the terms of this Mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of $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

Clarence Barton Jr. (SEAL)
Clarence Barton, Jr.

Verna B. Barton (SEAL)
Verna B. Barton

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 12th day of September (Balto. County), 1962, before me, the subscriber, a Notary Public, of the State of Maryland, in and for ~~the City aforesaid~~, personally appeared CLARENCE BARTON, JR. and VERNA B. BARTON, his wife, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared JOHN B. ROWE, Attorney and Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth and further made oath that he is the duly appointed Agent of said body corporate and is authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Barbara G. Yeager
Notary Public

BARBARA G YEAGER NOTARY PUBLIC BALTIMORE CO., MD.

FILED
1964 MAR 19 AM 10:10

Rec'd for record Sept. 17, 1962 at 10:39 A.M.
Mailed to Rowe, Rowe & Nick

4

STATEMENT OF MORTGAGE CLAIM BOOK 154 PAGE 273

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

vs.

CLARENCE BARTON, JR. and VERNA B. BARTON, his wife

IN THE

CIRCUIT COURT

FOR

~~XXXXXX~~
~~XXXXX~~

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY
(In Equity) 16,224

STATEMENT OF MORTGAGE DEBT

Property - 202 North Wellham Avenue

Original Amount of Loan	$8,800.00
Less Payments to Principal	198.36
	$8,601.64
Interest to 3/31/64	88.25
	$8,689.89
Less Balance in Escrow Account	167.82
	$8,522.07
	88.25
	8433.82

1964 MAR 19 A 10:00

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 17th day of March in the year nineteen hundred and sixty-four, before me, a Notary Public of the State of Maryland, in and for ~~Baltimore City~~ 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

Joyce F. Gulley - *Notary Public*

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

BOOK 154 PAGE 274

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

vs.

CLARENCE BARTON, JR. and VERNA B. BARTON, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
(In Equity) 16,224

Docket ..... **Folio** .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared George G. Freyman, Vice-President of First Federal Savings and Loan Association of Brooklyn and made oath in due form of law that he ~~XXXX~~ knows the defendant herein, and that to the best of his ~~XXXX~~ information, knowledge and belief

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

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

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

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

Geny G. Freyman
Affiant.
George G. Freyman, Vice President
First Federal Savings and Loan Asso.
of Brooklyn

Subscribed and sworn to before me this 12th day of March 19 64.

Joyce F. Gulley
Notary Public
Joyce F. Gulley

JOYCE F. GULLEY NOTARY PUBLIC Anne Arundel County, Md.

FILED
1964 MAR 19 AM 10:00

7

DECREE FOR SALE OF MORTGAGE PREMISES

FIRST FEDERAL SAVINGS AND LOAN

ASSOCIATION OF BROOKLYN

vs.

CLARENCE BARTON, JR. And

VERNA B. BARTON, his wife

IN THE

CIRCUIT COURT

FOR

~~XXXX~~

ANNE ARUNDEL COUNTY

~~XXXXXXXXXXXXXXXX~~

(In Equity) 16,224

BOOK 154 PAGE 275

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 19th day of March, in the year nineteen hundred and sixty-four, by the Circuit Court of ~~XXXXXXXXXX~~ Anne Arundel Co. **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that 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 file with the Clerk of this Court, a Bond to the State of Maryland, executed by him himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Nine Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given ~~XXXXXXXXXXXXXXXX~~ notice by advertisement, inserted in such daily newspaper or newspapers published in ~~the City of Baltimore, as~~ Anne Arundel County * ~~he XXXXXXXXXXXXXXXXXXXXXXXX~~ of the time, place, manner and terms of sale, which shall be cash, deposit of $..... 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 personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

O Bruce Dunkelt

Judge

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 MAR 19 PM 3:43

8

BOOK 154 PAGE 276

NEW AMSTERDAM CASUALTY COMPANY

BOOK 12 PAGE 389

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

BOND NO: 0466-0160-0672-64 No. 16,224 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 NINE THOUSAND AND NO/100 --------- Dollars ($ 9000.00 ---), 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 14th day of April 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 202 North Wellham - Glen Burnie, mentioned in the proceedings in the case of Anne Arundel County, Maryland

First Federal Savings and Loan Association of Brooklyn

vs.

Clarence Barton, Jr. and Verna B. Barton, 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 ~~e~~s 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)
Harold M. Vick

(SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

By J. Richard Hauschild
J. Richard Hauschild, Attorney-in-fact

~~Attest~~ Witness as to Surety:

J. McDuffie
J. McDuffie

Bond approved this 16th day of April 1964

Louis N. Phipps, Clerk

FILED

1964 APR 16 PM 12:15

1-307-Md. Trustee—Receiver 500-9-51

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

Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY

Known as 202 North Wellham
Glen Burnie, Maryland

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, No. 16,224, the undersigned Trustee will sell at Public Auction, on the premises, on

FRIDAY, APRIL 17, 1964 AT 3:30 O'CLOCK P.M.

all that lot of ground and the improvement thereon, situate in Anne Arundel County, and described as follows:

BEING known and designated as lots 4 and 5, Block 6 as shown on the Plat of Glenmore recorded among the Plat Records of Anne Arundel County in Plat Book 19, folio 15, (formerly filed in Plat Cabinet 3, Rod E-7, Plat No. 7) fronting approximately 50 feet on the North side of Wellham Avenue. SUBJECT to payment of an annual ground rent of $120.00.

THE IMPROVEMENTS consist of one and one-half story masonry dwelling, four rooms and bath, oil hot air heat.

TERMS OF SALE: Cash deposit $750.00 at time and place of sale, balance upon ratification of the sale by the Circuit Court of Anne Arundel County, and to bear interest from date of sale to day of settlement. Taxes and all other charges including Sanitary District charges if any to be adjusted to day of sale. Subject also to such covenants, conditions and restrictions of record, if any, as may effect said lot of ground.

Harold M. Vick
Trustee

T.C.W. Hobbs
Auctoineer

A-16

10 No.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 277

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 18, 1964

We hereby certify, that the annexed

Trustee's Sale
202 North Wellham
Eq. 16,224

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of April, 1964. The first insertion being made the 26th day of March, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED - 1964 APR 20 PM 4:15

Lease hold Property GLEN BURNIE MD
#202 N. WELLHAM
Ground rent $12.00
Sold for HAROLD M. VICK TRUSTEE

T. C. W. HOBBS
AUCTIONEER & APPRAISER
3607 FIELDSTONE ROAD
RANDALLSTOWN, MARYLAND

BOOK 154 PAGE 278

TO WHOM IT MAY CONCERN:

The undersigned Auctioneer does hereby make oath in due form of law that he has not paid and will not pay directly or indirectly any sum or part of commissions received, to anyone for employing or for aiding to employ him to make this sale.

Sold for 9000.00

(Signed) T. C. W. Hobbs
April 17-64 Auctioneer

Sworn to and subscribed before me, a Notary Public for the City of Baltimore, State of Maryland, this 17th day of April, 1964.

JOYCE F. GULLEY
NOTARY PUBLIC
Anne Arundel County, Md.

Joyce F. Gulley
Notary Public

FILED
1964 APR 22 AM 10:03

11

Trustee's Sale - Ground Rent - $120.00
Leasehold Property
Known as #202 North Wellham
Glen Burnie Md
Sold for Harold. M. Vick
Trustee

T. C. W. HOBBS
AUCTIONEER & APPRAISER
3607 FIELDSTONE ROAD
RANDALLSTOWN, MARYLAND

BOOK 154 PAGE 279

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 17th day of April, 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 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 202 North Wellham Glen Burnie Md. Subject to a ground rent of $120.00 mentioned in the said Report of Sale.

First Federal Savings & Loan Assn
by [signature]
Purchaser

(SEAL) T. C. W. Hobbs
Notary Public
My Commission expires June 3 - 1965

Price of $9000.00

FILED
1964 APR 22 AM 10:03

12

REPORT OF SALE

BOOK 154 PAGE 280

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

vs.

CLARENCE BARTON, JR., and VERNA B. BARTON, his wife

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

In Equity - No. 16,224

To The Honorable Judge of the Circuit Court for Anne Arundel County:

The Report of Sale of Harold M. Vick, Trustee appointed by the decree in the above entitled cause, to make sale of the leasehold property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the MARYLAND GAZETTE a daily newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday the 17th day of April 1964 at 3:30 o'clock P.M. attend on the premises and then and there sold unto First Federal Savings and Loan Association of Brooklyn, the property known as No. 202 North Welham Avenue, Glen Burnie, Maryland, the purchase price of said property being $9,000.00, the said purchaser being the highest bidder therefor.

Harold M. Vick

Harold M. Vick, Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 21st day of April 1964 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared Harold M. Vick Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

FILED

1964 APR 22 AM 10:03

As witness my hand and Notarial Seal,

Joyce F. Gulley

Joyce F. Gulley - *Notary Public*

JOYCE F. GULLEY NOTARY PUBLIC Anne Arundel County, Md.

13

ORDER NISI

BOOK 154 PAGE 281

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

versus

CLARENCE BARTON, JR., and VERNA B. BARTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,224 Equity

Ordered, this 22nd day of April, 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 1st day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of June next.

The report states that the amount of sale was $9,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Harold M. Vick, Atty.

Md. Gazette (for Apr. 30 edition)

(Final Order)

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

versus

CLARENCE BARTON, JR., and VERNA B. BARTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2nd day of June, 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 Duckett
JUDGE.

FILED

1964 JUN -2 PM 2:18

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,224 Equity
FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN
VERSUS
CLARENCE BARTON, JR., and VERNA B. BARTON, his wife

Ordered, this 22nd day of April, 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 1st day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of June next.

The report states that the amount of sale was $9,000.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
M-21

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 282

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 22, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,224
Clarence Barton, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of June, 1964. The first insertion being made the 30th day of April, 1964

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1964 MAY 22 PM 2:33

15
No. M.C. 65-68

BOOK 154 PAGE 283

In the Case of

First Federal Savings & Loan Association of Brooklyn

VS.

Clarence Barton, Jr. & Verna B. Barton, his wife

In the

Circuit Court

For

Anne Arundel County

No. 16, 224 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 JUN -8 PM 1:35

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 24th day of June, 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 JUN 24 AM 10:36

16

17

Dr. Mortgaged Real Estate of Clarence Barton, Jr. & Verna B. Barton, his wife.

In Acct. with Harold M. Vick, Trustee

				Cr.
By	Amount of Sale, as per Trustee's Report of Sale filed		9,000 00	
"	Interest, 6%, on deferred payment $8,250.00, from 4/17/64 to 6/2/64		67 50	
"	Adjustment, 1964 taxes, 7 months		102 00	
				9,169 50
To	Trustee, for fee, viz	75 00		
"	" , for commissions, viz	300 00		
			37 5 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	78 00		
	Sunpapers - Advertising - sale	10 15		
	New Amsterdam Casualty Co. - bond	36 00		
	T. C. W. Hobbs - Auctioneer's fee	50 00		
	Notary fees	2 00		
			1 76 15	
"	First Federal Savings & Loan Assoc. of Baltimore, Mortgagee, on account of mortgage claim	8,557 85		
			8,557 85	
				9,169 50
	Balance due on Mortgage, as per claim filed	8, 522 07		
	Interest, 6%, on principal balance, $8,433.82, from 4/1/64 to 6/24/64	118 05		
			8,640 12	
	Credit amount allowed above		8,557 85	
	This amount subject to decree in personam		82.27	

E-116—1M—3-62.

PETITION FOR SALE OF PROPERTY BOOK 154 PAGE 285

WEAVER BROS. INC. OF MARYLAND,
Assignee
100 St. Paul Street
Baltimore, Maryland 21202
Plaintiff

Vs.

WILLIAM E. BISHOP and
ELNORA B. BISHOP, his wife
5100 Fourth Street
Baltimore, Maryland 21225
Defendants

Docket 21 Folio 431
Case No. 16,235
Filed

IN THE

CIRCUIT COURT

FOR

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

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 19th day of July A.D. 1963 the defendants Executed and delivered to Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland, a mortgage upon certain leasehold property in ~~Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $10,400.00 and interest as therein mentioned, ~~which~~ which mortgage, by mesne assignments was re-assigned to Weaver Bros. Inc. of Maryland on July 24, 1963, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after and default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

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

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

And as in duty, &c.

John J. Neubauer, Sr., Attorney for Plaintiff

~~Attorney for Plaintiff~~

1964 MAR 26 AM 9:41

App #7895

FHA Form No. 2127-H
(Revised August 1962)

BOOK 1677 PAGE 461

no. 16,235 Equity

BOOK 154 PAGE 286

MORTGAGE

THIS MORTGAGE, Made this 19th day of July, A. D. 19 63, by and between William E. Bishop and Elnora B. Bishop, His Wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and WeaverBros. 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 Four Hundred and 00/100---------Dollars ($ 10,400.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and one-fourth per centum (5¼ %) per annum on the unpaid principal until paid, principal and interest being payable at the office of Weaver Bros. Inc. of Maryland, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Fifty-Seven and 51/100----------Dollars ($ 57.51), commencing on the first day of August, 19 63, 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 93. 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:

BEING known and designated as Lot No. 16, Block I, as shown on the Plat entitled "Wasena Heights" and recorded among the Land Records of Anne Arundel County in PlatBook 31, folio 36. The improvements thereon being known as 5100 Fourth Street.

BEING the same lot of ground which by deed 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 Abco Sanitation, Inc., unto the Mortgagors herein.

FOR VALUE RECEIVED and without recourse, Weaver Bros. Inc; of Maryland hereby assigns the within and afforegoing mortgage and the mortgage debt secured thereby unto Maryland National Bank, its successors and assigns.

AS WITNESS the signature of said body corporate as signed by the hand of Roy E. Paddock, its Vice President and its corporate seal hereto affixed this 19th day of July, 1963.

Recorded July 29, 1963 WEAVER BROS. INC., OF MARYLAND

WITNESS: Sharon G. Noppinger BY: Roy E. Paddock (SEAL)

Sharon G. Noppinger at 2:38 PM. Vice President, Roy E. Paddock

FOR VALUE RECEIVED and without recourse, Maryland National Bank hereby assigns the within and afforegoing mortgage and the mortgage debt secured thereby unto The Colonial Life Insurance Company of America, its successors and assigns.

Patrick J. Moran Ass't

AS WITNESS the signature of said body corporate as signed by the hand of its Vice President and its corporate seal hereto affixed this 24th day of July, 1963.

MARYLAND NATIONAL BANK

WITNESS: F. H. Waldman BY: Patrick J. Moran (SEAL)

F. H. Waldman, Ass't Cashier Patrick J. Moran, Ass't Vice Presidern

Recorded July 29, 1963 at 2:38 P.M.

*Delete italicized words if Mortgagee is not a Building and Loan Association.

WEAVER BROS. INC. OF MARYLAND, Assignee vs. WILLIAM E. BISHOP and wife : IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY

PETITIONER'S EXHIBIT #1

12/6/2

2

3

BOOK 154 PAGE 287

FOR value received and without recourse, The Colonial Life Insurance Company of America hereby assigns the within and aforegoing mortgage and the mortgage debt secured thereby unto WEAVER BROS., INC. OF MARYLAND, its successors and assigns

AS witness the signature of said body corporate as signed by the hand of its Administrative Vice President and its corporate seal hereto affixed this 24th day of July, 1963

WITNESS: 15270

Hilda D. Foley
Assistant Secretary

COLONIAL LIFE INSURANCE COMPANY of AMERICA

BY: _____ (Seal)

F. V. Pinque, Administrative Vice President

BOOK 1677 PAGE 462

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns,

Subject to an annual ground rent of $120.00 payable in semi-annual installments on the 10th days of February and August 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) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the mortgage debt secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Federal Housing Commissioner, as follows:

(I) If and so long as said mortgage debt of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Federal Housing Commissioner pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said mortgage debt of even date and this instrument are held by the Federal Housing Commissioner, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the mortgage debt computed without taking into account delinquencies or prepayments;

(*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 (1) 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; and

(*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, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(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. 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.

8. 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.

9. 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 One Hundred Four and 00/100--Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), their heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

Witness:

J. Warren Eberhardt
J. WARREN EBERHARDT

William E. Bishop [SEAL]
William E. Bishop

Elnora B. Bishop [SEAL]
Elnora B. Bishop

[SEAL]

[SEAL]

STATE OF MARYLAND, Baltimore City to wit: BOOK 1677 PAGE 465

I HEREBY CERTIFY, That on this the 19th day of July, 19 63, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared William E. Bishop and Elnora B. Bishop, 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 Sidney H. Tinley, Jr., the Vice-President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

J. Warren Eberhardt
Notary Public.

My commission expires:

J. WARREN EBERHARDT

Rec'd for record July 29, 1963 at 2:38 P.M.
Mailed to The Monumental Title Co.

FOR RECORD
RECORDS OF
ANNE ARUNDEL COUNTY
29 PM 2:38
IN LIBER LNP
FOLIO 464
CLERK

App. #7895
5100 Fourth Street
Anne Arundel County, Maryland

Return to Equity
No. 14283

SHORT ASSIGNMENT
OF MORTGAGE

FROM

COLONIAL LIFE INSURANCE COMPANY OF AMERICA

TO

WEAVER BROS. INC. OF MARYLAND

BLOCK

Received for Record March 24, 1964 at 1:50 P.M. o'clock M. Same day
Recorded in Liber W.B.G. No. 1677
Folio 465 etc., one of the Anne Arundel County
Records of ~~ANNAPOLIS~~ and examined.

Per

Clerk.

John J. Neubauer, Esquire
Keyser Building
Baltimore, Md. 21202

WEAVER BROS. INC. OF MARYLAND
Assignee
100 St. Paul Street
Baltimore, Maryland 21202

Plaintiff

vs.

WILLIAM E. BISHOP and
ELNORA B. BISHOP, his wife
5100 Fourth Street
Baltimore, Maryland 21225

Defendants

: IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland, under the mortgage from William E. Bishop and Elnora B. Bishop, his wife, to Weaver Bros. Inc. of Maryland, dated July 19, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1677, folio 461, which mortgage, by mesne assignments, was short assigned to Weaver Bros. Inc. of Maryland on July 24, 1963.

Principal amount of mortgage	$ 10,400.00
Less payments made on account	24.07
Balance due on principal	$ 10,375.93
Interest to April 24, 1964	354.08
Balance due on principal and interest	$ 10,730.01
~~LESS:~~ PLUS:	
~~CREDIT~~ Debit in expense account	160.79
Net balance due on mortgage	$ 10,890.80

Daily interest is $1.51

WEAVER BROS. INC. OF MARYLAND

BY: Roy E. Paddock
Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 25th day of March, in the year one thousand, nine hundred and sixty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~Baltimore~~ Howard County, personally appeared Roy E. Paddock Vice-President of WEAVER BROS. INC. OF MARYLAND, 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.

Sharon G. Noppinger
Sharon G. Noppinger Notary Public
My commission expires: May 3, 1965

6

WEAVER BROS. INC. OF MARYLAND,
Assignee
100 St. Paul Street
Baltimore, Maryland 21202
Plaintiff

VS.

WILLIAM E. BISHOP and
ELNORA B. BISHOP, his wife
5100 Fourth Street
Baltimore, Maryland 21225
Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY
[redacted]
IN EQUITY

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

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE [redacted] (CITY), To Wit:

I HEREBY CERTIFY, that on the ..... day of...March.....,19.64..., before me. the subscriber, a Notary Public of the State of Maryland, in and for Baltimore [redacted] (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 P. Boegner
CATHERINE P. BOEGNER Notary Public

John J. Neubauer
John J. Neubauer, Sr. - Affiant

FILED

1964 MAR 26 AM 9:41

7

E-117—1M—10-62.

BOOK 154 PAGE 292

Decree in Circuit Court for ~~Baltimore County~~ Anne Arundel County

DOCKET 21 FOLIO 431

CASE NO. 16,235 Equity

FILED ~~July~~

WEAVER BROS., INC., OF MARYLAND,
Assignee
100 St. Paul Street
~~Baltimore, Maryland~~ 21202
Plaintiff

Vs.

WILLIAM E. BISHOP and
ELNORA B. BISHOP, his wife
5100 Fourth Street
Baltimore, Maryland 21225
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 26th day of March 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 # ten thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by and further Decree or Order in the premises: they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily or weekly newspaper or newspapers published in ~~Baltimore~~ Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which shall be ~~all cash, and the unpaid balance of the sale price to bear interest from the day of sale and be paid upon ratification of sale;~~ and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith 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.

O. Bowie Duckett

JUDGE

FILED

1964 MAR 26 PM 3:28

8

Judicial 10—MARYLAND—TRUSTEE TO SELL

BOOK 154 PAGE 293

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

No. 16,235 Equity

Weaver Bros., Inc. of Maryland, Assignee

versus

William E. Bishop and Elnora B. Bishop, h/w

BOOK 12 PAGE 377

BOND OF TRUSTEE TO SELL
Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer, Sr. and John J. Neubauer, Jr. Keyser Building, Baltimore 2, Maryland as 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 Ten Thousand and 00/100 - Dollars ($ 10,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 30th day of March 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

Weaver Bros., Inc., of Maryland, Assignee

versus

William E. Bishop and Elnora B. Bishop, 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 themby said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Marie C. Sigwart
Marie C. Sigwart

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

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

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Sandra Wottschneider
Witness-as-to-Surety

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

FILED

1964 APR -1 AM 11:50

Bond approved this 1 day of April, 1964

Louis N. Phipps, Clerk

JOHN J. NEUBAUER, SR.,
Solicitor
Keyser Building
Baltimore, Maryland 21202

Trustee's Sale
OF VALUABLE LEASEHOLD DWELLING PROPERTY

Known as No. 5100 Fourth St. "Wasena Heights"

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, in a case entitled "Weaver Bros. Inc., of Maryland vs. William E. Bishop and Elnora B. Bishop, his wife", the undersigned Trustees will sell at Public Auction on the premises the leasehold property above described on

FRIDAY,
APRIL 24, 1964
AT 4:00 O'CLOCK P.M.

ALL that lot or parcel 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. 16, Block I, as shown on the Plat entitled "Wasena Heights" and recorded among the Land Records of Anne Arundel County ni Plat Book [illegible], folio 36.

The improvements thereon being known as 5100 Fourth Street."

The property is subject to the payment of an annual ground rent of $120.00, payable in equal semi-annual installments on the 10th days of February and August, in each and every year.

The improvements consist of a two-story brick dwelling, containing six rooms and one bath with forced warm air heat, gas fired.

Taxes, Anne Arundel County Sanitary charges and other municipal liens and charges and ground rent 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

E. T. NEWELL & CO., INC.
120 W. North Avenue
Baltimore, Md. 21201
Auctioneers

A-23

10 N

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 294

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 27, 1964

We hereby certify, that the annexed

Trustee's Sale

William E. Bishop

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of April, 1964. The first insertion being made the 2nd day of April, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By [signature]

1964 APR 27 PM 3:56

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 24th day of April, 19 64, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John E. Murn, Agent for Weaver Bros. Inc. of Maryland, purchaser at the foreclosure sale in this cause, and made oath in due form of law ~~[illegible]~~ (that he is the agent for the purchaser, Weaver Bros. Inc. of Maryland - - - - - - - ,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

WEAVER BROS. INC. OF MARYLAND,
Purchaser

BY: [signature] ~~(SEAL)~~
~~Purchaser~~ Agent

[signature]
Notary Public

FILED

1964 APR 28 AM 11:25

E-123—1 M—2-62.

BOOK 154 PAGE 296

REPORT OF SALE

WEAVER BROS. INC. OF MARYLAND, Assignee
100 St. Paul Street
Baltimore, Md. 21202
Plaintiff

VS.

WILLIAM E. BISHOP and
ELNORA B. BISHOP, his wife
5100 Fourth Street
Baltimore, Maryland 21225
Defendants

—IN THE—

CIRCUIT COURT

—FOR—

ANNE ARUNDEL COUNTY
~~BALTIMORE COUNTY~~
EQUITY 16,235

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

The Report of Sale of John J. Neubauer, Sr. and John J. Neubauer, Jr., Trustees appointed by the decree in the above entitled cause to make sale of leasehold property upon which the improvements thereon are known as 5100 Fourth Street, Anne Arundel County, Maryland, in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the "MARYLAND GAZETTE" a weekly newspaper, published in Anne Arundel ~~Baltimore~~ County, for more than three successive weeks preceding the day of sale, one of said Trustees did pursuant to said notice on Friday the 24th day of April, 1964, at 4:00 o'clock, P.M., attend on the premises and then and there sold the leasehold property to Weaver Bros. Inc. of Maryland, 100 St. Paul Street, Baltimore, Maryland, 21202, at and for the price of Ninety-five Hundred and 00/100 ($9500.00) Dollars; it being the highest bidder therefor. Subject to the payment of an annual ground rent of One Hundred Twenty and 00/100 ($120.00) Dollars, payable in equal half-yearly installments on the 10th days of February and August, in each and every year.

John J. Neubauer Sr
John J. Neubauer, Sr. - Trustee

John J. Neubauer Jr.
John J. Neubauer, Jr. - Trustee.

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

I Hereby Certify, that on this 27th day of April, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~County~~ City of Baltimore aforesaid, personally appeared John J. Neubauer, Sr. and John J. Neubauer, Jr., Trustees and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and notarial seal

Catherine T. Boegner
CATHERINE T. BOEGNER Notary Public

1964 APR 28 AM 11:25

12

ORDER NISI

BOOK 154 PAGE 297

WEAVER BROS. INC. OF MARYLAND,

Assignee

versus

WILLIAM E. BISHOP and

ELNORA B. BISHOP, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,235 Equity

Ordered, this 28th day of April, 19 64, 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 1st day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of June next.

The report states that the amount of sale was $ 9500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

John J. Neubauer, Sr. Atty.

For the Maryland Gazette (April 30th Edition)

(Final Order)

WEAVER BROS, INC. OF MARYLAND,

Assignee

versus

WILLIAM E. BISHOP and

ELNORA B. BISHOP, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2nd day of June, 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 Brien Duckett

JUDGE.

FILED

1964 JUN -2 PM 2:18

13

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,235 EQUITY

WEAVER BROS. INC. OF MARYLAND,
Assignee

VERSUS

WILLIAM E. BISHOP and ELNORA B. BISHOP, his wife

Ordered, this 28th day of April, 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 1st day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three sucessive weeks before the 1st day of June next.

The report states that the amount of sale was $9500.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
M-21

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 298

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 22, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,235

William E. Bishop

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of June, 1964. The first insertion being made the 30th day of April, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1964 MAY 22 PM 2:34

By H. Tilghman

No. M. G. 6527

BOOK 154 PAGE 299

In the Case of

WEAVER BROS. INC. of MARYLAND, Assignee

VS.

WILLIAM E. BISHOP and ELNORA B. BISHOP, his wife

In the

Circuit Court

For

Anne Arundel County

No. 16,235 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 JUN -9 AM 11:40

All of which is respectfully submitted.

June 9, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 25th day of June, 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: R. E. Wagner, deputy

FILED
1964 JUN 25 PM 2:15

15

BOOK 154 PAGE 300

Dr. WEAVER BROS. INC. OF MARYLAND, Assignee vs. WILLIAM E. BISHOP and ELNORA B. BISHOP, his wife,

In Acct. with JOHN J. NEUBAUER, SR. and JOHN J. NEUBAUER, JR. Trustees,

					Cr.	
1964, April 24						
Proceeds of Sale	9,500	00				
Interest on deferred payment of $9,000.00 from						
4/24/64 to 6/8/64	66	00	9,566	00		
Refund 1964 County and State taxes, adjusted						
4/24/64 to 12/31/64	149	50				
Refund Anne Arundel County Sewer Service Assessment						
adjusted - 4/24/64 to 12/31/64	5	53	155	03		
					9,721	03
To Trustees for fee, viz:	104	00				
To Trustees for commissions, viz:	316	98	420	98		
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	91	00				
Capital Gazette Press - Order nisi, sale	15	00				
The Sunpapers - advertising sale	17	30				
E.T.Newell & Co. Inc. - auctioneer's fee	35	00				
U.S.Fidelity & Guaranty Co. - bond premium	20	00				
L.N. Phipps, clerk, recording short assignment	1	00				
Water rent - adjusted, 2 months, 7 days	3	20				
Ground rent - adjusted, 2 months, 15 days	25	00				
Federal lien and judgment cehck	3	00				
Miscellaneous notary fees	1	00	211	50		

To Weaver Bros. Inc. of Maryland, this balance						
on account of claim filed	9,028	05	9,028	05		
					9,721	03
Amount of Mortgage claim filed	10,890	80				
Interest on principal balance of $10,375.93 from						
4/24/64 to 6/25/64 - 62 days @ 5¼ %	93	62				
	10,984	42				
Credit - amount allowed above	9,028	05				
Balance subject to Decree in Personam	1,956	37				

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF DONALD EDWARD WILLEY and GLENDA GALE WILLEY, his wife	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	*	NO. 16,202 EQUITY

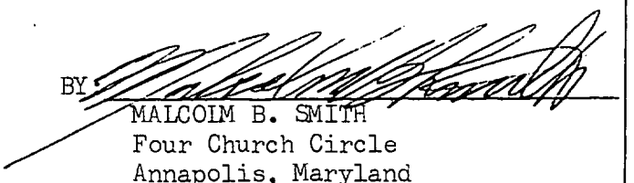
* * * * * * * * *

NOTICE TO DOCKET PROCEEDINGS

MR. CLERK:

Please docket the above proceedings, file the original mortgage attached hereto and record the assignment shown thereon.

SMITH AND WOHLGEMUTH

BY 

MALCOLM B. SMITH
Four Church Circle
Annapolis, Maryland
Telephone: COlonial 3-2646

Assignee for purposes of foreclosure

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

FILED
1964 MAR.-9 PM 1:07

BOOK 154 PAGE 303 BOOK 1330 PAGE 548

THIS MORTGAGE, Made this 5th day of September Equity No. 16,202

in the year nineteen hundred and fifty-nine by and between Donald Edward Willey and Glenda Gale Willey, his wife,

Mortgagors of the County of in the State of Maryland, of the first part, and

Goerge J. Dornbush and Gertrude M. Dornbush, his wife, , Mortgagees ,of the second part:

WHEREAS, the said Donald Edward Willey and Glenda Gale Willey, his wife, Mortgagors aforesaid, are justly indebted unto the said Ceorge J. Dornbush and Gertrude M. Dornbush, his wife, the Mortgagees aforesaid, in the full sum of Eleven Thousand, seven hundred and twenty-two Dollars, and Thirty-three cents ($11,722.33), the same being a part of the purchase price of the property hereinafter described, and have given therefore their joint and several promissory note of even date herewith, for the said principal sum, with interest from date at the rate of six per centum (6%) per annum, drawn to the order of the Mortgagees aforessid, and payable in monthly instalments of Ninety Dollars ($90.00) for the months of March, April, May, June, July, August, September, October and November, and Seventy-five Dollars ($75.00) for the months of December, January and February, payable on the 2/2th day of each and every month after date hereof, the first of said instalments to be made on the 2/2th day of October, 1959, each instalment when so made to be applied first to the interest accrued on the unpaid principal and the balance thereof to be credited to said principal until said principal and interest are fully paid. Privilege is reserved to the Mortgagors aforesaid, of making larger monthly payments than hereinabove stipulated, or of paying the entire principal and accrued interest to date of said payment at any time, and to better secure the payment of said note and interest thereon, according to the terms hereof, these presents are executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors

do grant and convey unto the said Mortgagees, their heirs and assigns,

in fee simple, all that lot or parcel of ground situate and lying in the Third Election District of Anne Arundel County, aforesaid, and described as follows, to wit: ~~Beginning for~~

Being known and designated as Lot No. 80, on a Plat of "Woodholme", Section 2, recorded among the Plat Records of Anne Arundel County, Maryland, in Cabinet No. 4, Rod G-3, Plat 2, now in Plat Book No. 23, Folio 11.

Being all and the same land which the Mortgagors herein obtained from the Mortgagees herein, by Deed of even date herewith and recorded or intended to be recorded among the Land Recordsof Anne Arundel County, Maryland, prior to the record hereof.

FILED

1964 MAR -9 PM 1:07

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagees, their heirs and assigns, forever.

PROVIDED, that if the said Mortgagors, for themselves, their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Eleven thousand, Seven hundred and Twenty-two and thirty-three cents dollars, and all the installments of interested thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the convenants herein on their part to be performed, then this Mortgage shall be void.

AND the said Mortgagors hereby assent - to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the convenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagees, their personal representatives, or assigns, or J. Frank Boyd, their duly authorized Attorney or Agent

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

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

AND it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part convenant to pay when legally payable.

AND the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Eleven thousand, Seven hundred and ~~twenty~~-two Dollars, Thirty-three ¢ dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees , their executors, administrators or assigns, to the extent of their lien or claim hereunder.

WITNESS the hands and seals of said Mortgagors.

TEST:

Perry S. Bowen

Donald Edward Willey (Seal)
Donald Edward Willey

Glenda Gale Willey (Seal)
Glenda Gale Willey

(Seal)

BOOK 1330 PAGE 550

STATE OF MARYLAND, County of CALVERT ,ss:

I Hereby Certify, that on this 5th day of September in the year one thousand nine hundred and fifty-nine before me, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Donald Edward Willey and Glenda Gale Willey, his wife, the ~~the~~ Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared George J. Dornbush, one of the within named Mortgagees, 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.

Perry S. Bowen
Notary Public
PERRY S. BOWEN

Rec'd for record Sept. 14 1959 at 3:46 P.M.
Mailed to J. Frank Boyd

800

ASSIGNMENT

For value received, we hereby assign the within Mortgage to MALCOLM B. SMITH, attorney, for the purposes of foreclosure.

Witness/our and hands and seals this 20th day of February, 1964.

Witness: Gary S. Bowen Jr.

Geo. J. Dornbush (SEAL)
George J. Dornbush

Gertrude M. Dornbush (SEAL)
Gertrude M. Dornbush

148255

Return to Malcolm B. Smith

Received for Record 5 1964 Day of MAR, at 3:30 PM and the ... day recorded, per Record No. 133 Fol. 550 ... Records of Anne Arundel County
LOUIS N. PHILLIPS, Clerk

(2) No stamps

MORTGAGE

FROM

Donald Edward Willey and

Glenda Gale Willey, his wife

TO

Goegge J. Dornbush and

Gertrude M. Dornbush, his wife

BLOCK NO.

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

Cost of Record, $ .....

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1959 SEP 14 PM 4:46
& RECORDED IN LIBER STC NO 1330 FOLIO 548
GEO. T. CROMWELL, CLERK

J. FRANK BOYD
ATTORNEY - AT - LAW
PRINCE FREDERICK, MARYLAND

PRINTED BY CALVERT INDEPENDENT, PR. FRED., MARYLAND

$ 8.00

BOOK 154 PAGE 307

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF DONALD EDWARD WILLEY and GLENDA GALE WILLEY, his wife + IN THE CIRCUIT COURT FOR

+ ANNE ARUNDEL COUNTY

NO. 16,202 EQUITY

++++++++++++++++++

STATEMENT OF MORTGAGE DEBT

Balance of principal due as of March 1, 1964	$11,085.21
Advanced for insurance and taxes	50.59
Interest due to March 1, 1964	110.84
Total	$11,246.64

SMITH AND WOHLGEMUTH

BY: Malcolm B. Smith

Assignee for Purposes of Foreclosure

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of March, 1964, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MALCOLM B. SMITH, Assignee of the above Mortgage claim for purposes of foreclosure, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as therein set forth.

AS WITNESS my hand and Notarial Seal:

DOROTHY W. CRONIN, Notary Public

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

FILED

1964 MAR -9 PM 1:07

6

GLOBE INDEMNITY COMPANY

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

BOOK 154 PAGE 308

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

LIBER 12 PAGE 352

Bond No. 437188

No. 16,202 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Malcolm B. Smith as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Thirteen Thousand and 00/100 Dollars ($13,000.00) - - - - - Current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 12th day of March, 19 64.

WHEREAS by virtue of a power of sale contained in a Mortgage from Edward Willey and Glenda Gale Willey, h/w to George J. Dornbush and Gertrude M. Dornbush, h/w - - - - - - - - - - - - - - - - , bearing date on or about the 5th day of September, 19 59, the said Malcolm B. Smith as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part, AND WHEREAS default has occurred in the payment of the Principal and interest aforesaid, and the said Malcolm B. Smith as Assignee of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.

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

WITNESS:

Malcolm B. Smith (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Ethel M. Carle

Bond approved this 12th day of March, 1964

Louis N. Phipps, Clerk

7

SMITH AND W GEMUTH,
Attorneys
Four Church Circle
Annapolis, Maryland

Assignee's Sale

Of

Valuable Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from DONALD EDWARD WILLEY and GLENDA GALE WILLEY, his wife, dated September 5, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1330, folio 548, default having occurred thereunder, the undersigned assignee will offer for sale at public auction at the Court House door in the City of Annapolis on

Tues., March 31, 1964
At 11:00 O'Clock A.M.

ALL that fee simple property situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, described as follows:

KNOWN AND DESIGNATED as Lot Number 80, on a Plat of "Woodholme," Section 2, recorded among the Plat Records of Anne Arundel County in Plat Book No. 23 at folio 11.

The above property is improved by a valuable dwelling house.

Terms of Sale: A cash deposit of Five Hundred Dollars ($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 the sale by the Circuit Court for Anne Arundel County, the deferred balance to bear interest from the date of sale; all taxes and public charges to be adjusted to the date of sale.

For further particulars, apply to

MALCOLM B. SMITH
Four Church Circle
Annapolis, Maryland
Telephone: COlonial 3-2646

GEORGE W. SCIBLE,
Auctioneer

M-27

No. 8

OFFICE OF 16,202

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 309

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 28, 1964

We hereby certify, that the annexed

Assignee's Sale

Donald Edward Willey

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of March, 1964. The first insertion being made the 13th day of March, 1964

THE CAPITAL-GAZETTE PRESS, INC.

FILED 1964 MAR

By

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF DONALD EDWARD WILLEY and GLENDA GALE WILLEY, his wife	+	IN THE CIRCUIT COURT FOR
	+	ANNE ARUNDEL COUNTY
	+	NO. 16,203 EQUITY

++++++++++++++++++

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of MALCOLM B. SMITH, Assignee of the Mortgage filed in these proceedings for the purposes of foreclosure, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from DONALD EDWARD WILLEY and GLENDA GALE WILLEY, his wife, dated September 5, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1330, folio 548, the said MALCOLM B. SMITH, after determining that default had occurred under the terms of the said Mortgage, and after having given due notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, 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 for sale at public auction at the Court House door in the City of Annapolis on Tuesday, March 31, 1964, at eleven o'clock A.M., and then and there sold said property to GEORGE J. DORNBUSH, at and for the sum of NINE THOUSAND DOLLARS ($9,000.00), the said sum being the highest bid received therefore, the said property being described as follows:

ALL THAT fee simple property situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, described as follows: KNOWN AND DESIGNATED AS Lot No. 80 on a Plat of Woodholme, Section 2, recorded among the Plat Records of Anne Arundel County in Plat Book No. 23,

FILED

1964 APR -7 PM 1:59

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

9

at Folio 11.

And the said attorney further reports that he has received from the said purchaser a deposit as required by the terms of the sale, and the purchaser has agreed to comply with the terms of sale, which are as follows: A cash deposit of $500.00 at the time and place of sale, the balance of the purchase price to be paid in cash, upon final ratification of the sale by the Circuit Court for Anne Arundel County, the deferred balance to bear interest from the date of sale, all taxes and public charges to be adjusted to the date of sale.

AND AS IN DUTY BOUND, etc.

MALCOLM B. SMITH
Assignee for purposes of foreclosure

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of April, 1964, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MALCOLM B. SMITH, Assignee for purposes of foreclosure, and he made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true and correct to the best of his knowledge and belief, and that the sale herein reported was fairly made.

AS WITNESS my hand and Notarial Seal:

DOROTHY W. CRONIN, NOTARY PUBLIC

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

ORDER NISI

BOOK 154 PAGE 312

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF DONALD EDWARD WILLEY
and GLENDA GALE WILLEY, his wife

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,202 Equity

Ordered, this 7th day of April, 1964, That the sale of the property in these proceedings mentioned made and reported by Malcolm B. Smith, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of May next.

The report states that the amount of sale was $ 9,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Malcolm B. Smith, Atty.
(Final Order)

Evening Capital (for Apr. 9 edition)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF DONALD EDWARD WILLEY
AND GLENDA GALE WILLEY, his wife

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of May, 1964 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett
JUDGE.

FILED

1964 MAY 13 PM 1:20

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 16,202 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF DONALD EDWARD WILLEY and GLENDA GALE WILLEY, his wife

Ordered, this 7th day of April, 1964, That the sale of the property in these proceedings mentioned made and reported by Malcolm B. Smith, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of May next.

The report states that the amount of sale was $9,000.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-30

FILED

1964 MAY -1 AM 10:06

No. E. C. 4471

12

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 313

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 1, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,202

Donald Edward Willey

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 11th day of May, 1964. The first insertion being made the 10th day of April, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

GEORGE W. SCIBLE . . . . . Auctioneer

SMITH & WOHLGEMUTH, Attorneys
FOUR CHURCH CIRCLE
ANNAPOLIS, MARYLAND

ASSIGNEES SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from DONALD EDWARD WILLEY and GLENDA GALE WILLEY, his wife, dated September 5, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1330, folio 548, default having occurred thereunder, the undersigned assignee will offer for sale at public auction at the Court House door in the City of Annapolis on

Tuesday, March 31, 1964

AT 11:00 O'CLOCK A.M.

ALL that fee simple property situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, described as follows:

KNOWN AND DESIGNATED as Lot Number 80, on a Plat of "Woodholme," Section 2, recorded among the Plat Records of Anne Arundel County in Plat Book No. 23 at folio 11.

The above property is improved by a valuable dwelling house.

Terms of Sale: A cash deposit of Five Hundred Dollars ($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 the sale by the Circuit Court for Anne Arundel County, the deferred balance to bear interest from the date of sale; all taxes and public charges to be adjusted to the date of sale.

For further particulars, apply to:

MALCOLM B. SMITH
Four Church Circle
Annapolis, Maryland
Telephone: COlonial 3-2646

FILED

1964 MAY 13 AM 9:23

BOOK 154 PAGE 315

I/~~we~~ George J. Dornbush hereby certify that I/~~we~~ purchased at public auction on the 31st day of March, 1964, ~~at the~~ Court House door at Annapolis, Maryland, from MALCOLM B. SMITH, ~~Assignee~~, all that lot or parcel of ground and improvements described on the reverse side hereof at and for the sum of ~~Nine Thousand~~ DOLLARS ($9,000.00), of which sum I/~~we~~ have this day paid ~~Five Hundred~~ DOLLARS ($~~500.00~~), and I/~~we~~ hereby promise and agree to pay the balance of the said purchase price with adjustments in accordance with the stated terms of sale upon final ratification of said sale by the Circuit Court for Anne Arundel County.

Geo. J. Dornbush (SEAL)

_____ (SEAL)

I, GEORGE W. SCIBLE, do hereby certify that I sold at public auction at the Court House door at Annapolis, Maryland, on the 31st day of March, 1964, for ~~MALCOLM B. SMITH~~, Assignee, all that lot or parcel of ground and improvements described on the reverse side hereof to George J. Dornbush at and for the sum of Nine Thousand DOLLARS ($9,000.00), which was the highest bid received at the said sale, and I further cerfify that to the best of my knowledge the sale as conducted was a fair sale.

GEORGE W. SCIBLE
AUCTIONEER

FILED

1964 MAY 13 AM 9:23

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT on this 31st day of March, 1964, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Geo. J. Dornbush ~~and~~ ~~[illegible]~~ and ~~he/they~~ made oath in due form of law that he/~~they~~ purchased the property described on the reverse side hereof, at public auction for the sum of $9,000.00 ; that he/~~they~~ ~~were~~ was acting upon his/~~their~~ own behalf and ~~are~~ is the only party interested as principal; that he/~~they~~ ~~have~~ has not directly or indirectly discouraged anyone from bidding upon the said property.

Geo J Dornbush
For Sig

AS WITNESS my hand and Notarial Seal:

Dorothy W Cronin
, NOTARY PUBLIC

FILED

1964 MAY 13 AM 9:23

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
DONALD EDWARD WILLEY and GLENDA GALE WILLEY, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,202 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.

June 11, 1964

John H. Hopkins, IV, Auditor.

FILED
1964 JUN 11 AM 10:59

FINAL ORDER

ORDERED BY THE COURT, this 29th day of June, 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 JUN 29 PM 3:14

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF DONALD EDWARD WILLEY and GLENDA GALE WILLEY, his wife,

In Acct. with MALCOLM B. SMITH, Assignee of Mortgage

					Cr.	
1964, March 31,						
Proceeds of Sale	9,000	00				
Interest on deferred payment of $8,500.00 from						
3/31/64 to 6/10/64	105	00	9,105	00		
					9,105	00
To Assignee for fee, viz:	100	00				
To Assignee for commissions, viz:	303	15	403	15		
To Assignee for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	28	00				
Auditor - stating this account	22	50	60	50		
To Assignee for expenses, viz:						
Capital Gazette Press - advertising sale	49	89				
Capital Gazette Press - Order nisi, sale	15	00				
George W. Scible - auctioneer's fee	35	00				
Globe Indemnity Co. - bond premium	52	00				
1964 Taxes, adjusted 1/1/64 to 3/31/64	48	46				
One half cost documentary stamps	14	85				
Dorothy W. Cronin, notary fees	1	50	216	70		
To George J. Dornbush and Gertrude M. Dornbush,						
this balance on account of claim filed	8,424	65	8,424	65		
					9,105	00
AMOUNT OF MORTGAGE CLAIM FILED	11,246	64				
Interest on principal balance of $11,085.21 from						
3/1/64 to 6/27/64 - 118 days @ 6%	214	83				
	11,461	47				
Credit, amount allowed above	8,424	65				
Balance subject to Decree in Personam	3,036	82				

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
TRUST ESTATE OF	*	FOR
RUTH S. BARRON,	*	ANNE ARUNDEL COUNTY
DECEASED	**********	NO. 16,401 EQUITY

PETITION TO SUBSTITUTE TRUSTEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Comes now Johnson E. Story, Petitioner, by Childs and Bald, Solicitors, and respectfully represents unto your Honors:

1. That Ruth S. Barron, Deceased, late of Harwood, Anne Arundel County, Maryland, did by her Last Will and Testament dated September 1961 (a certified copy of which is filed herewith as Petitioner's Exhibit A), designate and appoint your Petitioner as Trustee of a trust for the benefit of Helen S. Cordero, life tenant, and Ronald A. Cordero and Kathryn Cordero, remaindermen.

2. That the aforesaid Will was admitted to probate, the estate administered upon and concluded by a final accounting, all as will more fully appear by reference to that certain case shown among the Records of the Orphans Court for Anne Arundel County as No. 10818, "In the Matter of the Estate of Ruth S. Barron, Deceased."

3. That since the assumption of the office of Trustee by Petitioner, it has become apparent that his residence in Cameron, Missouri, would seriously impede his efficient administration of the trust since the main asset of the trust estate was Anne Arundel County, Maryland, real estate.

4. That these matters have been discussed by your Petitioner with the life tenant and also with the remaindermen and they and each of them have agreed to the voluntary resignation of your Petitioner as Trustee and the substitution in his place and stead of Ronald A. Cordero as Successor Trustee under the trust estate of Ruth S. Barron, deceased; and, in fact, this Petitioner did, over a year ago, resign as such trustee and did relinquish his office, powers and duties as such trustee to said Ronald A. Cordero, and said Ronald A. Cordero has since that time been acting as the Successor Trustee, the said changeover having at that time been accomplished by an Indenture instrument among the parties.

FILED

1964 JUN 10 PM 3:12

5. That Ronald A. Cordero, the proposed substitute Trustee, is of full legal age, and a person of good business acumen who is well able to manage the trust affairs and who affixes his signature to this Petition to demonstrate his consent to the proposed change of Trustees.

6. That Kathryn Cordero is a minor of 17 years of age, but an individual of sufficient maturity to understand and appreciate the nature of the Trustee substitution, and she affixes her signature hereto to indicate her consent.

7. That Helen S. Cordero, life tenant of the trust estate, is the mother of both remaindermen and she affixes her signature to this Petition to indicate her approval of the requested substitution as an individual, as a life tenant of the subject trust, and as the mother and next friend of Kathryn Cordero, a minor.

8. That Petitioner does not make application to this Court for supervision of the trust estate or the administration thereof, but solely for the purpose of approving by decree, if indeed that be the wish of the Court, the substitution of a Trustee.

WHEREFORE, your Petitioner prays your Honors to pass an Order in these presents accepting the resignation of Johnson E. Story, as Trustee under the Testamentary Trust of Ruth S. Barron, deceased, and designating in his place and stead, Ronald A. Cordero, Substitute Trustee for the said Trust Estate with all of the same rights, powers, duties and responsibilities heretofore given to Johnson E. Story under the Last Will and Testament of Ruth S. Barron, deceased, and further directing the said Johnson E. Story as Trustee to convey forthwith all of the assets of the aforesaid trust estate, real, personal or mixed, unto Ronald A. Cordero, Substitute Trustee, in trust, for the enumerated trust purposes aforesaid.

Respectfully submitted.

Johnson E. Story

Johnson E. Story, Petitioner-Trustee

Helen S. Cordero

Helen S. Cordero, Life Tenant and mother, guardian and next friend of Kathryn Cordero, a minor.

Ronald A. Cordero

Ronald A. Cordero, Substitute Trustee and Remainderman.

Kathryn Cordero

Kathryn Cordero, Remainderman.

CHILDS AND BALD
By: Leroy Bald
192 Duke of Gloucester St.
Annapolis, Maryland; Colonial 7-8191

2

No. 16, 401 Equity

BOOK 154 PAGE 321

LAST WILL AND TESTAMENT OF RUTH S. BARRON

I, RUTH S. BARRON, of Harwood, Maryland, do hereby make, publish, and declare this as and for my Last Will and Testament, hereby revoking any and all former wills and codicils thereto by me heretofore made.

1. It is my will that all of my just debts be fully paid.

2. I will and bequeath to my sister, Helen S. Cordero, all of my jewelry, furniture, household goods, clothing, and personal effects.

3. I will and bequeath to my sister, Helen S. Cordero, and to my brother, Johnson E. Story, respectively, such sums as may be necessary to reimburse them for their traveling and other expenses incurred in attending me during my last illness. Payment shall be made by my executrix upon presentation of a short signed statement by each of them.

4. I will, devise, and bequeath to my brother, Johnson E. Story, absolutely and in fee simple, one-half of the remainder of my estate upon the following uses and trusts:

(a) In trust to possess, hold, manage, invest, and reinvest the whole or any part thereof, collecting the income therefrom, and to sell at public or private sale or to mortgage the whole or any part thereof at any time in his discretion either for the purpose of investment or reinvestment, or for distribution or otherwise, with full power and authority to make, execute, and deliver good and sufficient deeds, deeds of trust, mortgages, or bills of sale conveying or transferring said property or any part thereof, the purchaser or purchasers, or person or corporation loaning money, being hereby relieved from seeing to the application of the purchase money or money loaned.

(b) I direct my trustee to pay all income therefrom to my sister, Helen S. Cordero, during here lifetime, on a quarterly basis, or on such other basis as my sister may desire and as may not be disruptive of the orderly administration of the trust. If she should die before either of her children, Ronald (now 21) and Kathryn (now 14), reaches the age of thirty years, the income shall be paid

S/ Ruth S. Barron

"Petitioner's Exhibit A"

FILED

1984 JUN 10 PM 3:12

direct to them, share and share alike. However, in such event, if Kathryn has not then attained the age of twenty-one years, the trustee shall make payment of her share in such manner as may, in his opinion, be most conducive to her welfare and happiness, but not necessarily direct to her. As each child reaches the age of thirty years, the trustee shall pay to that child one-half of the corpus of the trust fund, provided, of course, that his or her mother is not then living. If either child should die while receiving income from the trust fund, such income shall be paid to that child's children, if any, share and share alike, and so continue until they reach the age of thirty years, when they shall be entitled to their respective shares of the corpus. If either child should die while receiving income from the trust fund and without leaving any issue, that child's share shall be payable to the surviving child.

5. I will, devise, and bequeath the remainder of my estate, including any lapsed or void legacies, to my brother, Johnson E. Story.

6. During my life my late husband and I adopted two girls - Betty and Violet. Both are now married. Betty is Mrs. John Day; Violet is Mrs. C. W. Jackson. Violet later returned to her natural mother and was adopted by the latter. I have educated and otherwise done much for both of the girls. I am leaving them nothing.

7. I hereby appoint my sister, Helen S. Cordero, to be executrix of this my will.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal this 19 day of September 1961 before the witnesses whose names appear below and whom I have asked to appear in that capacity.

S/ Ruth S. Barron [SEAL]

4

The foregoing Will, consisting of two pages, was on the day of its date signed, sealed, published, and declared by the said Ruth S. Barron, of Harwood, Maryland, as and for her Last Will and Testament in our presence; and at the same time we, at her request and in her presence and in the presence of each other, have hereunto subscribed our names as witnesses thereto, and we do hereby certify that she is of sound mind and memory, capable of executing a valid deed or contract, and under no constraint whatsoever.

S/ Eliot C. Lovett

Residing at 6105 Kennedy Drive
Chevy Chase 15, Maryland

S/ Virginia Lee Evans

Residing at 3821 Veazey St., N. W.,
Washington 16, D. C.

S/ Esther D. Wood

Residing at 3323 - 36th St., N. W.,
Washington 16, D. C.

STATE OF MARYLAND

Anne Arundel County

BOOK 154 PAGE 324

I, GEORGE M. NUTWELL. Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will & Testament

of

Ruth S. Barron *late of said County deceased*

taken from the original, which is filed, recorded and

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 27th *day of* May *in the year of our Lord, nineteen hundred and* ~~fifty~~ sixty-four

George M. Nutwell

Register of Wills for Anne Arundel County

BOOK 154 PAGE 325

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
TRUST ESTATE OF	*	FOR
RUTH S. BARRON,	*	ANNE ARUNDEL COUNTY
DECEASED	*	NO. 16,401 EQUITY

* * * * * * *

O R D E R

The Petition to Substitute Trustee having been read and the matter duly considered by the Court, it is, this 10th day of June, 1964, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Johnson E. Story, Trustee appointed under the Last Will and Testament of Ruth S. Barron, deceased, be discharged of his duties as Trustee and Ronald A. Cordero be designated as Trustee in his place and stead with all of the same rights, powers, duties, and responsibilities heretofore placed in Johnson E. Story.

And it is further ORDERED that Johnson E. Story convey forthwith all of the assets of the aforesaid trust estate, real, personal and mixed, unto Ronald A. Cordero, in trust, and in furtherance of the enumerated trust purposes set forth in the Last Will and Testament of Ruth S. Barron, deceased.

Matthew S. Ennan
JUDGE

FILED
1964 JUN 10 PM 3:47

BOOK 154 PAGE 326

JOHN M. BALDER, ATTORNEY
NAMED IN THE MORTGAGE

vs.

FRANKLIN E. SAFRIT and
LUCETTA J. SAFRIT, his wife

IN EQUITY
IN THE
CIRCUIT COURT OF
ANNE ARUNDEL COUNTY

No. 15,754 Equity

MR. CLERK:

Please docket the above entitled case and file with the mortgage attached hereto and marked as "EXHIBIT A".

JOHN M. BALDER, ATTORNEY NAMED IN THE MORTGAGE

FILED

1963 JUL 30 AM 10:32

FHA Form No. 2127-H
(Revised July 1954)

BOOK 154 PAGE 327

No. 15,754 Equity

DO NOT INDEX IN CHATTEL

MORTGAGE

BOOK 1386 PAGE 452

THIS MORTGAGE, Made this --26th---- day of ----April--------, A. D. 19 60, by and between FRANKLIN E. SAFRIT and LUCETTA J. SAFRIT, his wife --------

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

WESTVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION ----------

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 SIX HUNDRED FIFTY and 00/100 Dollars ($10,650.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five &three-fourths per centum (5¾ %) per annum on the unpaid principal until paid, principal and interest being payable at the office of WESTVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION ---------- , in Baltimore, ---------- Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of SIXTY SEVEN and 10/100 ---------- Dollars ($ 67.10 ----), commencing on the first day of June ---------, 19 60, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May ----------, 19 85. 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—5550-n

BEGINNING for the same and being the South one-half of Lots 11 and 12 ofBlock "E" as shown on the Plat No. 1 of Arundel Gardens, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 16 page 3, said lots being more specifically described, shown and designated as South 1211 on a Plat entitled "An Amendment to Plat No. 1 Arundel Gardens" made by James D. Hicks and Associates in February, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1010, folio 505. The improvements thereon being known as NO. 410 CEDAR HILL ROAD.

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 Ernest E. Brown and Lilly L. Brown, his wife, unto the within named Mortgagors, in fee simple.

*Delete italicized words if Mortgagee is not a Building and Loan Association.

FILED

1963 JUL 30 AM 10:32

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

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

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

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

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

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

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

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate set forth hereinbefore and shall be secured by this mortgage.

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 2 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 two months time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or John M. Balder --, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One Hundred Fifty ---------- 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:

Margaret L. Ambrose

Margaret L. Ambrose

Franklin E. Safrit [SEAL]
FRANKLIN E. SAFRIT

Lucetta J. Safrit [SEAL]
LUCETTA J. SAFRIT

[SEAL]

[SEAL]

STATE OF MARYLAND, -- City of Baltimore ------- to wit: BOOK 1386 PAGE 456

I HEREBY CERTIFY, That on this the 26th day of April, 1960, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared FRANKLIN E. SAFRIT and LUCETTA J. SAFRIT, 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 Herbert M. Katzenberg ----------, 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.

MARGARET L. AMBROSE NOTARY PUBLIC BALTIMORE, MD.

Margaret L. Ambrose
Margaret L. Ambrose *Notary Public.*

My commission expires:
May 1, 1961

Rec'd for record April 27, 1960 at 11:29 A.M.
Mailed to John M. Balder

IN THE
CIRCUIT COURT OF
ANNE ARUNDEL COUNTY

JOHN M. BALDER, ATTORNEY NAMED
IN THE MORTGAGE
vs.
FRANKLIN E. SAFRIT and
LUCETTA J. SAFRIT, his wife

PETITIONER'S EXHIBIT "A"

Mr. Clerk:
Please file; etc.

JOHN M. BALDER, ATTORNEY
120 Light Street
Baltimore 2, Maryland

BOOK 154 PAGE 331

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

JOHN M. BALDER, ATTORNEY

NAMED IN THE MORTGAGE

vs.

FRANKLIN E. SAFRIT and

LUCETTA J. SAFRIT his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

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

No. 15,754 Equity

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John M. Balder, Attorney Named in the Mortgage

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

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

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

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

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

John M. Balder

Affiant.
JOHN M. BALDER

Subscribed and sworn to before me

this 29th day of July 1963

Margaret L. Ambrose

Notary Public
Margaret L. Ambrose

FILED

1963 JUL 30 AM 10:32

6

BOOK 154 PAGE 332

STATEMENT OF MORTGAGE CLAIM

JOHN M. BALDER, ATTORNEY NAMED IN THE MORTGAGE

vs.

FRANKLIN E. SAFRIT and LUCETTA J. SAFRIT, his wife

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No 15,754 Equity

STATEMENT OF MORTGAGE DEBT

Principal Balance	$ 10,076.94
Interest to 8/1/63	289.74
	10,366.68
Less: Expense Account Balance	44.13
BALANCE DUE:	$ 10,322.55

John M. Balder

JOHN M. BALDER, ATTORNEY
NAMED IN THE MORTGAGE

10,076.94
44.13
13522.81

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 29th day of July in the year nineteen hundred and sixty three, before me, a Notary Public of the State of Maryland, in and for ~~said City~~ County of Baltimore, personally appeared John M. Balder, Attorney Named in the Mortgage

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

FILED
1963 JUL 30 AM 10:32

As witness my hand and Notarial Seal,

Margaret L. Ambrose

Margaret L. Ambrose *Notary Public.*

MARGARET L. AMBROSE NOTARY PUBL C Balto. Co., Md.

7

(Mortgagee's or Attorney's Bond)

BOOK 154 PAGE 333

BOOK 12 PAGE 160

No. 15,754 Equity

Know all Men by these Presents,

THAT WE John M. Balder, 120 Light Street, Baltimore, Maryland,

as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eleven Thousand and NO/100 - - ($11,000.00) - Dollars, to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 15th day of August in the year nineteen hundred and Sixty-Three

WHEREAS, the above bounden John M. Balder

by virtue of the power contained in a mortgage from Franklin Safrit and Lucette J. Safrit, his wife to John M. Balder bearing date the 26 day of April nineteen hundred and Sixty and recorded among the land records of Anne Arundel County (.....) in Liber GTC No. 1386 Folio 452 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.

Now the Condition of this Obligation is such, that if the above bounden John M. Balder

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 presence of

John M. Balder [SEAL.]

[SEAL.]

HARTFORD ACCIDENT AND INDEMNITY COMPANY,

By Jessie E. Meyer [SEAL.]
Attorney-in-fact
Jessie E. Meyer

Janice L. Hoddinott
Janice L. Hoddinott

Bond approved this 5th day of September 1963

Louis N. Phipps Clerk

FILED

1963 SEP -5 AM 10:21

Form J-3101 Printed in U. S. A.

8

JOHN M. BALDER, A' ney
120 Light Street
Baltimore 2, Md.

Mortgage Sale

Valuable Frame Fee-Simple Dwelling

KNOWN AS
410 CEDAR HILL ROAD
HURLOCK (A.A. CO.) MD.
FIFTH ELECTION DISTRICT

Sale On Premises Fri., Sept. 13, 1963 at 4 P.M.

Under and by virtue of the power and authority contained in a mortgage from Franklin E. Safrit and Lucetta J. Safrit, his wife, to Westview Federal Savings & Loan Association, dated April 26, 1960 and recorded among the land records of Anne Arundel County, Maryland, in Liber G.T.C. 1386, Folio 452, (default having occurred thereunder), the undersigned attorney named in the mortgage will sell at public auction as follows:

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

Beginning for the same and being the South one-half of lots 11 and 12 of Block "E" as shown on the Plat No. 1 of Arundel Gardens which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 16 page 3, said lots being more specifically described, shown and designated as South 1211 on a Plat entitled "An Amendment to Plat No. 1 Arundel Gardens" made by James D. Hicks and Associates in February, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1010, folio 505. The improvements thereon being known as NO. 410 CEDAR HILL ROAD, in fee simple.

IMPROVED by a frame dwelling, containg 7 rooms, bath and hot air gas heat.

TERMS: Cash deposit of $750.00 at sale. Balance of unpaid purchase money upon ratification of sale by Circuit Court of Anne Arundel County, Maryland, and to bear interest from date of sale to date of settlement. Taxes and all other expenses including Metropolitan Sanitary District liens if any, to be adjusted as of date of sale. All costs of documentary stamps and Anne Arundel County transfer taxes, if any, to be borne by purchaser.

The property will be sold subject to conditions, restrictions and agreements of record, if any.

John M. Balder,
Attorney named in mortgage.
A.J. BILLIG & CO., Aucts.
16 E. Fayette St.
Balto. 2, Md.
PLaza 2-8440

S-12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 334

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 14, 1963

We hereby certify, that the annexed

Mortgagee Sale
Franklin E. Safrit
(410 Cedar Hill 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 13th day of September, 1963. The first insertion being made the 22nd day of August, 1963.

FILED
1963 SEP 16 PM 4:08

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

REPORT OF SALE

BOOK 154 PAGE 335

JOHN M. BALDER, ATTORNEY

NAMED IN THE MORTGAGE

vs.

FRANKLIN E. SAFRIT and

LUCETTA J. SAFRIT, his wife

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

No. 15,154 Equity

To The Honorable Judge of the Circuit Court of Baltimore City:

The Report of Sale of John M. Balder, Attorney Named in the Mortgage, ~~Trustee~~ appointed by the decree in the above entitled cause, to make sale of

410 Cedar Hill Road, Anne Arundel County, Maryland

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

The Maryland Gazette

a daily newspaper published in --Anne Arundel County-- for more than three successive weeks preceding the day of sale, said Trustee, John M. Balder did pursuant to said notice on Friday the 13th day of September 1963 at 4:00 o'clock P. M. attend on the premises and then and there sold unto Westview Federal Savings and Loan Association, at and for the price of Ten Thousand Two Hundred Fifty Dollars ($10,250.00), being then and there the highest bidder.

John M. Balder

John M. Balder, Attorney Named in the Mortgage

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 17th day of September 1963 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore ~~aforesaid~~, personally appeared JOHN M. BALDER, Attorney Named in the Mortgage ---------- ~~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,

FILED

1963 SEP 19 PM 12:07

Margaret L. Ambrose

Margaret L. Ambrose, *Notary Public.*

MARGARET L. AMBROSE NOTARY PUBLIC Balto. Co. Md.

10

STATE OF MARYLAND, City of Baltimore, Sct.:

I HEREBY CERTIFY, That on this 17th DAY OF September, 19 63, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared Herbert M. Katzenberg, President of Westview Federal Savings and Loan Association, Purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has notddirectly or indirectly discouraged anyone from bidding for the said 410 Cedar Hill Road, mentioned in the said Report of Sale.

Westview Federal Savings and
Loan Association

Purchaser
Herbert M. Katzenberg, President

Margaret L. Ambrose
Notary Public

MARGARET L. AMBROSE
NOTARY PUBLIC
Balto. Co., Md.

FILED

1963 SEP 19 PM 12:07

ORDER NISI

JOHN M. BALDER, ATTORNEY NAMED IN THE MORTGAGE

versus

FRANKLIN E. SAFRIT AND LUCETTA J. SAFRIT, HIS WIFE

BOOK 154 PAGE 337

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,754 Equity

Ordered, this 19th day of September, 1963, That the sale of the property in these proceedings mentioned made and reported by John M. Balder, Attorney Named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of October next.

The report states that the amount of sale was $ 10,250.00

Lewis N. Phipps Clerk.

True Copy,

TEST: Clerk.

John M. Balder, Atty.
(Final Order)

FOR: MARYLAND GAZETTE Sept.26th Edition

JOHN M. BALDER, ATTORNEY NAMED IN THE MORTGAGE

versus

FRANKLIN E. SAFRIT AND LUCETTA J. SAFRIT, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of November, 1963 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bruce Duckett
JUDGE.

FILED

1963 NOV -8 PM 12:22

12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 338

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,754 EQUITY

JOHN M. BALDER, ATTORNEY NAMED IN THE MORTGAGE
versus
FRANKLIN E. SAFRIT AND LUCETTA J. SAFRIT, HIS WIFE

Ordered, this 19th day of September, 1963, That the sale of the property in these proceedings mentioned made and reported by John M. Balder, Attorney Named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of October next.

The report states that the amount of sale was $10,250.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk
O-17

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 21, 1963

We hereby certify, that the annexed

Order Nisi - Sale
No. 15,754 Equity
"Franklin E. Safrit"

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of October, 1963. The first insertion being made the 26th day of September, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

FILED
1963 OCT 22 PM 4:31

No. M. G. 5-453

13

In the Case of

John M. Balder, Attorney Named in Mortgage

VS.

Franklin E. Safrit & Lucetta J. Safrit, his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,754 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
DEC -2 A 11:21
CLERK

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 18th day of December, 1963, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: A. Jankowski deputy

Filed ~~December 18~~, 1963

14

Dr. Mortgaged Real Estate of Franklin E. Safrit & Lucetta J. Safrit, his wife

In Acct. with John M. Balder, Attorney Named in Mortgage

				Cr.
By	Amount of Sale, as per Attorney's Report of Sale filed		10,250 00	
By	Interest, 6%, on deferred payment $9,500.00 from 9/13/63 to 10/28/63		73 60	
				10,323 60
To	Attorney, for fee, viz	150 00		
To	Attorney, for commission, viz	337 50		
			487 50	
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	95 00		
	Hartford Accident & Indemnity Co. - Bond	44 00		
	A. J. Billig & Co. - Auctioneer's fee	35 00		
	Adjustment, 1963 taxes	130 55		
	Notary fee	50		
			305 05	
To	Westview Federal Savings & Loan Assoc., Mortgagee, on account of Mortgage claim		9,470 55	
				10,323 60
	Balance due on Mortgage as per claim filed	10,322 55		
	Interest, 5 3/4%, on principal balance, $10,022.81 from 8/1/63 to 12/17/63	205 86		
		10,528 41		
	Credit amount allowed above	9,470 55		
	This amount subject to decree in personam	1,057 86		

PETITION FOR FORECLOSURE

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

VS.

YORK BROTHERS, INC., a body corporate; and
PAUL O. YORK
Lots 39, 42, 43 Plat of Linthicum Heights Annex and
Lot No. 75, Plat of Linthicum Heights Annex

BOOK 154 PAGE 341
IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

Equity No. 13,419

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 14th day of January A. D. 1958 the defendant executed and delivered to Progress Federal Savings and Loan Association a mortgage upon certain fee simple property in the ~~City of Baltimore~~ County of Anne Arundel therein described, to secure the payment of the mortgage debt of $48,000.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition. That said mortgagor has defaulted for a period of more than 60 days in making payments on account of said mortgage indebtedness as specified in said mortgage, and have continued said default to the date hereto.

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.

Paul F. Due *Attorney for Plaintiff*

1959 SEP 22 PM 1:53

BOOK 154 PAGE 342

LIBER 1179 PAGE 588 *Equity No. 13,419*

This Mortgage,

Made this 14th day of January, in the year one thousand, nine hundred and fifty-eight, between York Brothers, Inc., a body corporate, and Paul O. York

of Anne Arundel County, in the State of Maryland, Mortgagor (throughout this mortgage, the word "Mortgagor" and the singular number and masculine gender used in referring to the "Mortgagor" shall be deemed to constitute joint and several reference to the signer or signers of this mortgage, regardless of actual number and gender), and PROGRESS 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 Forty-eight thousand and 00/100 ($48,000.00)-------------------- 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 the principal sum, together with the accrued interest ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ Dollars, on or before July 1, 1958 ~~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; (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.~~

~~Notwithstanding any other provision of this mortgage, the Mortgagor agrees to pay a late charge not to exceed 4% (four) of any installment which is not paid within 20 (twenty) days of the due date thereof, to cover the extra expense involved in the handling of such delinquent payments.~~

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(s) of ground situate and lying in Anne Arundel County in said State, and described as follows:

BEING Lots Nos. 39, 42 and 43 Plat of Linthicum Heights Annex duly recorded among the Ladd Records of Anne Arundel County in Liber G.W. No. 1, Section 2, folio 90 (Cabinet 2, Rod C-1, folio 90).

BEING the same lots 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 were granted and conveyed by Frankie Wilson & Sons, Inc. unto York Brothers, Inc.

BEING Lot No. 75 as shown on the Plat of Linthicum Heights Annex filed among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod C-1, Plat 90.

BEING one of the lots which by Deed dated October 3, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 999, folio 246 was granted and conveyed by Frankie Wilson & Sons, Inc., unto York Brothers, Inc.

NOTWITHSTANDING any other provision of this mortgage, providing the same be not thence in default, it is agreed that at any time or times, upon

FILED 1959 SEP 22 PM 1:56

DR-2972

2

3

the payment of $12,000.00, together with accrued interest to the end of the month in which such payment occurs upon the then unpaid principal balance of this mortgage, the mortgagor shall be entitled on each occasion to the release of one of the lots above mentioned.

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.

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 thereof, with the benefit of renewal, subject to the payment of the yearly rent of 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 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; (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 interest herein above specified 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, or should the property be subject to any lien of any kind, 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 instalment hereby secured, 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 if any prepayment equals or exceeds twenty per centum of the original principal amount of the loan, 180 days' interest, at the rate specified in this mortgage, on the amount prepaid, may be charged by said Mortgagee.

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 consents 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, passed at the January Session in the year 1950, or any supplement thereto, or under the provisions of Sections 720 to 732 inclusive, of Chapter 123, Laws of Maryland, passed at the January Session in the year 1898, or any supplement thereto—or this mortgage may be foreclosed by the said Mortgagee, its successors or assigns, or by PAUL F. DUE, their duly constituted Attorney or Agent, under the provisions of Sections 6 to 15 inclusive, of Chapter 12 of the Laws of Maryland, passed at the January Session in the year 1950, or any supplement thereto, or under the provisions of Article LXVI, Sections 6 to 10 inclusive, of the Maryland Code (1924), Public General Laws, or under any other General or Local Law of the State of Maryland relating to Mortgages; and upon sale of said property under the powers herein granted, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty 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 City or County aforesaid; (2) To the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage, whether the same shall have matured or not; and (3) The surplus, (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomsoever may be entitled to the same.

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 hand S and seal S of the said MortgagorS .

WITNESS:

Sarah C. Kirby

YORK BROTHERS, INC. (SEAL)

BY: Paul O. York (SEAL)
Paul O. York, President

Paul O. York (SEAL)

(SEAL)

BOOK 154 PAGE 345

LIBER 1179 PAGE 591

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 14th day of January, 1958, before me, the subscriber, a Notary Public, of the State of Maryland in and for the ~~City aforesaid~~ County of Baltimore, personally appeared

~~XXXXXXXXXXXXXXX~~ Paul O. York and Paul O. York, President of York Brothers, Inc. the Mortgagor, named in the aforegoing mortgage, satisfactorily proven to be the person whose name is subscribed to the within instrument and he acknowledged the aforegoing mortgage to be his act, and that he executed the same for the purposes therein contained. At the same time also appeared Leonard E. Mason, 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.

Sarah C. Kirby *Notary Public.*

My commission expires May 4, 1959.

Rec'd for record Jan 16 1958 at 10.18 A.M.

Mailed to Due, Nickerson, Whitford & Taylor

MORTGAGE

FROM

YORK BROTHERS, INC.

& PAUL O. YORK

TO

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 19

at ..... o'clock ..... M. Same day received from

Liber ..... No. ..... Folio ..... etc.,

one of the Land Records of Baltimore City,

and examined per .....

..... Clerk.

Cost of Record, $.....

DUE, NICKERSON, WHITEFORD & TAYLOR
Attorneys at Law
200 Baltimore Life Bldg.
Baltimore, Maryland

The John D. Lucas Ptg. Co., Baltimore 11, Maryland

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

BOOK 154 PAGE 346

PROGRESS FEDERAL S & L ASSOCIATION

200 West Saratoga Street

vs.

York Brothers, Inc.

Paul York, President

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

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

Equity No. 13,419

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 Clayton Demarest, Jr., President of Progress Federal Savings and Loan Association and made oath in due form of law that he (~~she~~) knows the defendant herein, and that to the best of his (~~her~~) information, knowledge and belief

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

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

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

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

PROGRESS FEDERAL S & L ASSOCIATION

Clayton Demarest

Affiant.

Clayton Demarest, Jr., President

Subscribed and sworn to before me

this 17th day of September 19 59

Sabina M. Ragland

Notary Public

Sabina M. Ragland

FILED

1959 SEP 22 PM 1:56

FILED

1:56

STATEMENT OF MORTGAG. CLAIM

BOOK 154 PAGE 347

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

vs.

YORK BROTHERS, INC., a body corporate and
PAUL O. YORK
Lots 39, 42, 43 Plat of Linthicum Heights Annex and
Lot No. 75 , Plat of Linthicum Heights Annex

IN THE

CIRCUIT COURT

— OF —

~~XXXXXXXXXXXXXXXXX~~

ANNE ARUNDEL

Equity No. 13,419

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$48,000.00
Add: Insurance	79.68	
Interest	--	
		$48,079 .68
Less: Payments to date	272.55	
		$47,807.13

B. Conway Taylor, Jr., Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this ..... day of September ..... in the year nineteen hundred and fifty-nine ....., before me, a ...Notary Public..... of the State of Maryland, in and for ~~XXXXX~~ County of Baltimore, personally appeared Clayton Demarest, Jr., President of Progress Federal Savings and Loan Association ..... the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Sarah C. Kirby

Sarah C. Kirby
Notary Public.

BOOK 154 PAGE 348

DECREE FOR SALE OF MORTGAGE PREMISES

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

vs.

YORK BROTHERS, INC., a body corporate; and PAUL O. YORK

Lots 39, 42, 43 Plat of Linthicum Heights annex and Lot No. 75, Plat of Linthicum Heights Annex

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

Equity No. 13,419 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 22nd day of September, in the year nineteen hundred and fifty-nine, by the Circuit Court of ~~Baltimore City~~ Anne Arundel Cty. **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 B. Conway Taylor, Jr. be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $48,000.00 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 the ~~City of Baltimore~~ County of Anne Arundel, 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 notes 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.

Matthew S. Evans
Judge

FILED

1959 SEP 23 AM 9:24

Trustee's Bond

LIBER 10 PAGE 99

No. 13,419 Equity

BOOK 154 PAGE 349

KNOW ALL MEN BY THESE PRESENTS:

THAT WE B. Conway Taylor, Jr., 206 Meyerhoff Building, Baltimore 1, Maryland as principal, and Maryland Casualty Company a corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Forty-eight Thousand and No/100 ($48,000.00) 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 12th day of October in the year of our Lord one thousand nine hundred and fifty-nine.

WHEREAS, the above bounden B. Conway Taylor, Jr. by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County has been appointed trustee to sell Lots #39-42-43, Linthicum Heights Annex, Lot #75, Linthicum Heights Annex mentioned in the proceedings in the case of Progress Federal Savings and Loan Association

vs.

York Brothers, Inc. and Paul O. York

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN B. Conway Taylor, 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

Sarah C. Kirby

B. Conway Taylor, Jr. (SEAL)

(SEAL)

MARYLAND CASUALTY COMPANY (SEAL)

By A. Robinson Cohee Jr. (SEAL)

A. Robinson Cohee, Jr. *Attorney-in-Fact*

Signed, sealed and delivered in the presence of

Carol Armstrong

Carol Armstrong

State of Maryland, Baltimore City, set:

KNOW ALL MEN BY THESE PRESENTS: That the Maryland Casualty Company a corporation of the State of Maryland does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell or Roberta H. Taylor, or Elsie C. Evans, or Edward Annen 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 Maryland Casualty Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 6th day of October, 1950.

MARYLAND CASUALTY COMPANY

By: E. Kemp Cathcart
Vice President

ATTEST:

D. W. Vauthier
Assistant Secretary

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

19

MARYLAND CASUALTY COMPANY

D. W. Vauthier
Assistant Secretary

Bond approved this 14th day of October 1959.

George T. Cromwell, Clerk

1959 OCT 14 PM 1:23

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

Vs.

YORK BROS., INC., a body corporate
And
PAUL O. YORK

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(In Equity)
No. 13,419

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 16th day of October, 1959, sold the property described in the attached advertisement of sale at and for the sum of $41,000.00 to Progress Fed S & L Assoc, being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 16th day of October, 1959, purchased the property described in the attached advertisement from B. Conway Taylor, Jr., Trustee, at and for the sum of $41,000.00 and I Hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

PROGRESS FEDERAL S & L ASS'N.
Clayton Demarest
Purchaser
Clayton Demarest, Jr., President

TEST: Sabina M. Ragland
Sabina M. Ragland, Secretary

FILED
1959 Oct 22 PM 2:19

Due, Nickerson, Whiteford, & Taylor, Solicitors
200 Meyerhoff Building, Balto., Md.

Trustee's Sale

OF THREE FEE-SIMPLE DWELLING PROPERTIES AND VACANT LOT

Located in Linthicum Heights Annex, Anne Arundel County, Md.

Under and by virtue of the power and authority contained in a mortgage from York Bros., Inc., a body corporate, and Paul O. York to Progress Federal Savings and Loan Association, a body corporate, dated January 14, 1958 and recorded among the Land Records of Anne Arundel County, default having occurred thereunder, the undersigned Trustee will sell at Public Auction on the Premises on

Friday, Oct. 16, 1959
At 3:10 o'clock P. M.

ALL THOSE LOTS OF GROUND and the improvements thereon situate in Anne Arundel County, State of Maryland, and described as follows:

Being Lots Nos. 39, 42, and 43, Plat of Linthicum Heights Annex, duly recorded among the Land Records of Anne Arundel County in Liber G.W. No. 1, Section 2, Folio 90 (Cabinet 2, Rod C-1, Folio 90).

Being the same lots which by deed of January 14, 1958 and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by Frankie Wilson & Sons, Inc. unto York Bros., Inc. In Fee Simple and improved by a partially-completed dwelling on each lot.

Being Lot. No. 75 as shown on the Plat of Linthicum Heights Annex filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod C-1, Plate 90.

Being one of the lots which by Deed dated October 3, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 999, folio 246, was granted and conveyed by Frankie Wilson & Sons, Inc., unto York Brothers, Inc. Consisting of an unimproved Fee Simple lot.

Terms of Sale: Cash. A deposit of 10% of the purchase price will be required of purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County. Taxes, 6% interest on unpaid portion of purchase price, Meteropolitan District liens if any, and all other charges to be adjusted as of date of sale.

B. CONWAY TAYLOR, JR., INC., Trustee
ALEX COOPER, Auctioneer
212 N. Calvert St., Balto. 2, Md.
PL. 2-4868

O-15

10

BOOK 154 PAGE 351

REPORT OF SALE

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate of the State of Maryland

vs.

YORK BROTHERS, INC., a body corporate and PAUL O. YORK

Lots 39, 42, 43 Plat of Linthicum Heights Annex and Lot No. 75, Plat of Linthicum Heights Annex

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

No. 13,414 Equity

To The Honorable Judge of the

Circuit Court of ~~Baltimore City~~ ANNE ARUNDEL COUNTY:

The Report of Sale of B. Conway Taylor, Jr.

Trustee appointed by the decree in the above entitled cause, to make sale of

fee simple lots known as Lots No. 39, 42, 43 Plat of Linthicum Heights Annex and Lot No. 75, Plat of Linthicum Heights Annex

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 ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday the 16th day of October 19 59 at 3:10 o'clock p. M. attend on the premises and then and there sold said fee simple lots at and for the cash price of $41,000.00 unto Progress Federal Savings and Loan Association.

B. Conway Taylor, Jr., Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 19th day of October 19 59 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore personally appeared B. Conway Taylor, Jr., Trustee ~~Trustee~~, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

1959 OCT 22 PM 2:10

Sarah C. Kirby

Notary Public.

ORDER NISI

BOOK 154 PAGE 352

Progress Federal Savings And Loan Association, a body corporate of the State of Maryland

versus

York Brothers, Inc., a body corporate and

Paul O. York

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,419 Equity

Ordered, this 22nd day of October, 19 59, That the sale of the Property in these Proceedings mentioned,

made and reported by B. Conway Taylor, Jr., Trustee,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of November next.

The report states that the amount of sale was $41,000.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Progress Federal Savings And Loan Association, a body corporate of the State of Maryland

versus

York Brothers, Inc., a body corporate and

Paul O. York

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of December, 19 59 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

1959 DEC -1 PM 3:52

12

Due, Nickerson, Whiteford, & Taylor, Solicitors
200 Meyerhoff Building, Balto., Md

Trustee's Sale

OF THREE FEE-SIMPLE DWELLING PROPERTIES AND VACANT LOT

Located in Linthicum Heights Annex, Anne Arundel County, Md.

Under and by virtue of the power and authority contained in a mortgage from York Bros., Inc., a body corporate, and Paul O. York to Progress Federal Savings and Loan Association, a body corporate, dated January 14, 1958 and recorded among the Land Records of Anne Arundel County, default having occurred thereunder, the undersigned Trustee will sell at Public Auction on the Premises on

Friday, Oct. 16, 1959
At 3:10 o'clock P. M.

ALL THOSE LOTS OF GROUND and the improvements thereon situate in Anne Arundel County, State of Maryland, and described as follows:

Being Lots Nos. 39, 42, and 43, Plat of Linthicum Heights Annex, duly recorded among the Land Records of Anne Arundel County in Liber G.W. No. 1, Section 2, Folio 90 (Cabinet 2, Rod C-1, Folio 90).

Being the same lots which by deed of January 14, 1958 and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by Frankie Wilson & Sons, Inc. unto York Bros., Inc. In Fee Simple and improved by a partially-completed dwelling on each lot.

Being Lot. No. 75 as shown on the Plat of Linthicum Heights Annex filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod C-1, Plate 90.

Being one of the lots which by Deed dated October 3, 1955, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 999, folio 246, was granted and conveyed by Frankie Witson & Sons, Inc., unto York Brothers, Inc. Consisting of an unimproved Fee Simple lot.

Terms of Sale: Cash. A deposit of 10% of the purchase price will be required of purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County. Taxes, 6% interest on unpaid portion of purchase price, Meteropolitan District liens if any, and all other charges to be adjusted as of date of sale.

B. CONWAY TAYLOR, JR., INC., Trustee
ALEX COOPER, Auctioneer
212 N. Calvert St., Balto. 2, Md.
PL. 2-4868

O-15

13,419.

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

13.419.59

BOOK 1154 PAGE 353

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1959

We hereby certify, that the annexed

Trustee's Sale
Linthicum Heights Annex
Lots Nos. 39, 42 and 43

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of October, 1959. The first insertion being made the 24th day of September, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 NOV -5 By W. Tilghman

OFF. . OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 354

13,419-Eq

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,419 Equity
PROGRESS FEDERAL SAVINGS And LOAN ASSOCIATION, a body corporate of the State of Maryland
versus
YORK BROTHERS, INC., a body corporate and
PAUL O. YORK
Ordered, this 22nd day of October, 1959, That the sale of the Property in these proceedings mentioned, made and reported by B. Conway Taylor, Jr., Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of November next.
The report states that the amount of sale was $41,000.00.
GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-19

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 1, 1959

We hereby certify, that the annexed

Order Nisi Sale

Eq. 13,419

York Brothers, Inc.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of November, 1959. The first insertion being made the 29th day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 12127 1959 DEC -1 PM 1:17 By H. Tilghman

In the Case of

Progress Federal Savings and Loan Association, a body corporate of the State of Maryland

vs.

York Brothers, Inc., a body corporate, and Paul O. York

In the

Circuit Court

For

Anne Arundel County

No. 13,419 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

All of which is respectfully submitted.

September 21, 1960

Auditor.

FILED
1960 OCT -3 AM 11:17

Dr. Progress Federal Savings and Loan Association, a body corporate, etc in ac.
vs. York Brothers, Inc., a body corporate, and Paul O. York

To Trustee for Fee, viz:	50	00		
To Trustee for Commissions, viz:	1,106	56	1,156	56
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	70	00		
Capital-Gazette Press - order nisi (sale)	15	00		
Capital-Gazette Press - order nisi (acct)	12	00		
New Amsterdam Casualty Co.-bond premium	192	40		
Alex Cooper - auctioneer's commission	40	00		
One-half Federal documentary stamps	22	55		
One-half State documentary stamps	45	10		
Sarah C. Kirby - notary fee	1	00		
Sabina M. Ragland - notary fee		50	398	55
To Progress Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	39,725	29	39,725	29
			41,331	90
Amount of mortgage claim filed	47,807	13		
Cr. Amount allowed above	39,725	29		
Balance subject to decree in personam	8,081	84		

16

with

B. Conway Taylor, Jr., Trustee

Cr.

1959						
Oct.	16	Proceeds of Sale	41,000	00		
		Interest on deferred payment of $36,900.00 - 48 days	328	00	41,328	00
		Refund 1959 State and County taxes	3	90	3	90
					41,331	90

Copy of Order Nisi for Maryland Gazette received this 3 day of October, 1960

Capital Gazette Press, Inc.

by: H. Treuse

BOOK 154 PAGE 358

No. 13,419 EQUITY

19 No. Docket

IN THE

CIRCUIT COURT

FOR

Anne Arundel County

Progress Federal Savings and Loan Association, a body corporate, etc

vs.

York Brothers, Inc., a body corporate, and Paul O. York

Auditor's Report and Account

Order nisi 19

Final order 19

Filed 19

ORDER NISI

Progress Federal Savings and Loan Association, a body corporate of the State of Maryland

VERSUS

York Brothers, Inc., a body corporate, and Paul O. York

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 13,419 Equity.

ORDERED, This 3rd day of October, 19 60, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 7th day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of November next.

Geo. T. Connell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of November, 1960, 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.

Matthew S. Byrne

FILED

1960 OCT -3 AM 11 17

FILED
1960 NOV. 9

15 [illegible]

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 359

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 2, 1960

We hereby certify, that the annexed

Order Nisi Eq. 13,419

Auditor Account

York Brothers, Inc.

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 7th day of November, 1960. The first insertion being made the 6th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

1960 NOV -4 By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 13,419 Equity
Progress Federal Savings and Loan Association, a body corporate of the State of Maryland
versus
YORK BROTHERS, INC., a body corporate, and PAUL O. YORK

Ordered, this 3rd day of October, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of November next. Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of November next.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
O-20

No. M. G. 17439

17

BOOK 154 PAGE 360

JOHN I. MEYERS

and

ROSE MEYERS, his wife
Box 20, Old Mill Road
Pasadena, Maryland

Plaintiffs

vs.

MARVIN SCHEIN, Trustee
for Difco Acceptance Corp.
Suite 406, Equitable Building
Calvert & Fayette Streets
Baltimore 2, Maryland

and

DIFCO ACCEPTANCE CORP.,
a Maryland Corporation

Serve on: Saul J. McGrane, Resident Agent
12023 Viers Mill Road
Silver Spring, Maryland

Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity No. 16,205

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

BILL OF COMPLAINT
TO DECLARE DEED OF TRUST AND LIEN THEREOF
NULL AND VOID AND TO ORDER RELEASE THEREOF

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of John I. Meyers and Rose Meyers, his wife, by White & Seidman, and Nelson B. Seidman, their attorneys, respectfully represents as follows:

1. The Plaintiffs are residents of Pasadena, Maryland, in Anne Arundel County, where they own a one-story frame residence, occupied by them as their home.

2. In November of 1963, the Plaintiffs applied to a lending institution for a second mortgage on their said home. The title search of the attorneys for the lending institution revealed a Deed of Trust dated June 6, 1961, recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1481, folio 250, from the Plaintiffs to the Defendant, Marvin H. Schein, as Trustee for Difco Acceptance Corporation, Defendant herein,

FILED

1964 MAR 10 AM 11:10

purportedly executed by the Plaintiffs and purportedly conveying the said property of the Plaintiffs, described therein only by address. A certified copy of the purported Deed of Trust is attached hereto and incorporated as a part of this Bill of Complaint.

3. The Plaintiffs aver that said Deed of Trust is fraudulent in that they have no knowledge of ever having executed such instrument, or any promissory note referred to therein; that there was no consideration for any such Deed of Trust or note; that the signatures thereon are not the valid signatures of the Plaintiffs; and that if the said signatures are the signatures of the Plaintiffs, the same were obtained by fraud.

4. The Plaintiffs further aver that in May of 1961, they entered into a contract with Chrysler Aluminum and Steel Products, Inc. to add certain wood siding to three sides of their home, but that the said work was never undertaken by the said Chrysler Aluminum Steel Products, Inc.; that a company by the name of Townsend Construction Company commenced work, but did the same improperly and never completed it, leaving the home of the Plaintiffs greatly damaged, thereby subjecting the Plaintiffs to expense, loss and damage. The Plaintiffs refused to accept that portion of the work which had been commenced, and never made any payment therefor. No demand was ever made upon them for payment by either Chrysler Aluminum and Steel Products, Inc. or by the Townsend Construction Company. The Plaintiffs have no knowledge whatsoever of Difco Acceptance Corp. except that a book of coupons bearing said name was mailed to them late in 1961, which the Plaintiffs returned and refused to make any payments thereon. No further demands were made on the Plaintiffs for payment at any time thereafter.

5. The only paper signed by the Plaintiffs was the contract with Chrysler Aluminum Products, Inc., which contract was never properly commenced or completed. The Plaintiffs at no time signed a note, Deed of Trust or other instrument.

6. After Plaintiffs ascertained the existence of a recorded Deed of Trust as aforesaid, demand was made by Plaintiffs' counsel upon the Defendants for release of the Deed of Trust; but no reply has been received by counsel for the Plaintiffs to date nor has any action been taken by either of the Defendants

2

to rectify the fraud perpetrated upon the Plaintiffs as aforesaid.

7. The said purported Deed of Trust now constitutes a lien of record on the Plaintiffs' property, and is invalid, void, improper, fraudulent and unconscionable and seriously affects the Plaintiffs and their property, which property is their only asset and is the home in which they have resided for many years.

8. The Defendant, Marvin Schein, Trustee as aforesaid, has joined in the execution of this Bill of Complaint and avers that he has no knowledge whatsoever concerning the allegations contained herein; that he submits to the jurisdiction of this Honorable Court and whatever relief it may be disposed to grant in the premises.

WHEREFORE, the Plaintiffs pray:

A. That the said Deed of Trust and the note upon which it is founded be declared by proper decree of this Court to be null, void and inoperative.

B. That the lien of the said Deed of Trust on the property of the Plaintiffs as described above be declared to be null, void, inoperative and discharged.

C. That the Defendants be required by proper decree of this Court, to execute and deliver unto Plaintiffs, a full release of said Deed of Trust and the indebtedness allegedly evidenced thereby in a form suitable for recordation as required by law.

D. And that the Plaintiffs may have such other and further relief as the nature of their case may require.

AND AS IN DUTY BOUND, etc.

WHITE & SEIDMAN

By: Nelson S. Seidman
Attorneys for Plaintiffs
Suite 1701
One Charles Center
Baltimore, Maryland 21201
Mulberry 5-2100

John I. Meyers
John I. Meyers

Rose Meyers
Rose Meyers

Plaintiffs

Marvin Schein, Trustee
Marvin Schein, Trustee

Defendant

3

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 6th day of March, 1964, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John I. Meyers and Rose Meyers, his wife, Plaintiffs herein, and they made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true to the best of their knowledge, information, and belief.

AS WITNESS my hand and Notarial Seal.

Josephine F. Katsaros
Notary Public

DEED OF TRUST

BOOK 1481 PAGE 250

BOOK 154 PAGE 364

THIS DEED, made this 6th day of June, A.D. 1961, by and between John I. Meyers and Rose Meyers (wife)

party (or parties) of the first part and MARVIN Schein, and _____, Trustees, parties of the second part.

WITNESSETH, that the party (or parties) of the first part in consideration of one dollar in hand paid by the parties of the second part, and other valuable considerations, hereby grants and conveys to MARVIN Schein and _____, as Trustees, parties of the second part, the following described land, together with all improvements thereon or that may hereafter be erected thereon, and appurtenances thereto, situated in _____ and known and described as Box 20 Route 12 Old Mill ROAD PASADENA, Md. A.A.Co

STATE OF MARYLAND RECORDATION TAX ACT OF 1947 $5.00 $5.00 1961

Being the same property conveyed to

By

Known as Lot # Blk. # Recorded in Book # GTC 1389 Page # 554

IN TRUST to permit said party (or parties) of the first part or assigns, to use and occupy the said described land and premises, and the rents, issues and profits thereof, until default be made in the payment of the promissory note thereby secured or any installment of principal or of interest thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same as hereinafter provided, said note being hereinafter referred to.

TO SECURE the prompt payment of one negotiable promissory note, drawn by said party (or parties) of the first part and payable to the order of DIFCO ACCEPTANCE CORP. ($ 2,700.00) to whom the said parties of the first part are justly indebted in the sum of TWENTY-SEVEN HUNDRED AND no/100 Dollars ($ 2,700.00), the said note becoming payable $ 45.00 monthly, beginning July 9, 1961 and payable on the 9th day of each succeeding month until paid in full, with interest at the rate of Six per cent per annum after maturity, and any moneys expended on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and all of the money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof. And upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, at any time before the sale hereinafter provided, to release and reconvey the said described premises unto the said party (or parties) of the first part or assigns, at the expense of the said party (or parties) of the first part. And upon any default or failure being made in the payment of said note or of any installment of principal or interest thereon, or upon default being made in the payment of any money advanced as herein provided for, or of any proper cost, charge, commission, or expense in and about the same, then and at any time thereafter the said parties of the second part, Marvin Schein and _____, or the trustee acting in the execution of this trust shall have the power thereafter to sell, and in case of any default of any purchaser, to resell the said described land and premises at public auction after having advertised the time, terms, and place of sale for such time as the parties of the second part, Marvin Schein and _____ or the trustee acting in the execution of the trust shall then deem advantageous and proper, and to convey the same in fee simple, to, and at the cost of the purchaser thereof, who shall not be required to see to the application of the purchase money; and out of the proceeds of any sale or resale: firstly, to pay all proper costs, charges, and expenses, including all fees and costs herein provided for, and all moneys advanced for taxes, general and special due upon said land and premises at time of sale, and to retain as compensation a commission of five per centum on the amount of the said sale or sales; secondly, to pay whatever may then remain unpaid on said promissory note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, lastly; to pay the remainder of said proceeds, if any there be, to said party (or parties) of the first part, or assigns, upon the delivery and surrender to the purchaser, his, her or their heirs or assigns, of possession of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession. And the said party (or parties) of the first part hereby agrees to pay all taxes and assessments, both general and special, that may be assessed against or become due on said land and premises during the continuance of this trust and that upon any neglect or default to pay taxes and assessments, any party hereby secured may pay said taxes and assessments, and the expense thereof shall be a charge hereby secured. And it is further agreed that if the said property shall be advertised for sale as herein provided, and not sold, the trustee or trustees acting shall be entitled to one-half the commission above provided. The said party (or parties) of the first part hereby waive their homestead exemption as to the debts hereby secured. The parties of the first part agree to carry fire insurance to indebtedness secured.

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

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

Charles Kerman

1964 MAR 10 AM 11:10

John I. Meyers SEAL
John I. Meyers

Rose Meyers SEAL
Rose Meyers

_____ SEAL

BOOK 1481 PAGE 251

STATE of Maryland)
) ss.
COUNTY OF Anne Arundel)

On this the 6th day of June, 1961, before me, Charles Kerman, the undersigned officer, personally appeared John T. Meyer and Rae Meyer, known to me (or satisfactorily proven) to be the person(s) whose name(s) were subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Charles Kerman

NOTARY PUBLIC BALTIMORE CO. MD. CHARLES KERMAN

Rec'd for record June 8, 1961 at 11:18 AM.
Mailed to Raymond Townshend

J.T.O.

BOOK 154 PAGE 365

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, thot the oforegoing Deed of Trust is truly token ond copied from Liber G.T.C. No. 1481 folio 250 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand ond affix the Seal of the Circuit Court for Anne Arundel County this 17th day of December A. D., 1963.

Louis N. Phipps
Clerk of the Circuit Court for Anne Arundel County

JOHN I. MEYERS	BOOK 154 PAGE 366	IN THE
and	:	CIRCUIT COURT
ROSE MEYERS, his wife	:	FOR
Plaintiffs	:	ANNE ARUNDEL COUNTY
vs.	:	-----
MARVIN SCHEIN, Trustee	:	In Equity
and	:	-----
DIFCO ACCEPTANCE CORP., a Maryland corporation	:	Docket: 21
	:	Folio: 416
Defendants	:	Case No. 16205

: : : : : : : : : : :

MOTION FOR DECREE AND ORDER TO SHOW CAUSE

JOHN I. MEYERS and ROSE MEYERS, his wife, Plaintiffs, by White & Seidman and Nelson B. Seidman, their attorneys, respectfully represent unto this Honorable Court:

1. On March 9, 1964, the Plaintiffs filed a Bill of Complaint to Declare Deed of Trust and Lien Thereof Null and Void and to Order Release Thereof in the within matter, alleging that the Deed of Trust upon their residence had been procured by fraud and without consideration, and praying that the said Deed of Trust and the promissory note upon which it is founded be declared by proper decree of this Court to be null, void and inoperative, and that the lien of said Deed of Trust be declared null, void, inoperative and discharged.

2. MARVIN SCHEIN, Trustee, Defendant, joined in the execution of the Bill of Complaint, averring that he has no knowledge whatsoever concerning the allegations of the Bill of Complaint, submitting to the jurisdiction of the Court and to whatever relief it may be disposed to grant in the premises.

3. Both Defendants, MARVIN SCHEIN, Trustee, and DIFCO ACCEPTANCE CORP., were duly served; the time for filing an answer to the Bill of Complaint has expired; and no answer has been filed

FILED
1964 MAY 13 PM 1:30

7

herein by the Defendant DIFCO ACCEPTANCE CORP.

WHEREFORE, the Plaintiffs pray that this Honorable Court enter a Decree against the Defendants herein, granting the relief prayed aforesaid.

WHITE & SEIDMAN

By _____
Nelson B. Seidman
Suite 1701 One Charles Center
Baltimore, Maryland 21201
MU 5-2100
Attorneys for Plaintiffs

JOHN I. MEYERS	BOOK 154 PAGE 368	IN THE
and	:	CIRCUIT COURT
ROSE MEYERS, his wife	:	FOR
Plaintiffs	:	ANNE ARUNDEL COUNTY
vs.	:	-----
MARVIN SCHEIN, Trustee	:	In Equity
and	:	-----
DIFCO ACCEPTANCE CORP., a Maryland corporation	:	Docket: 21
	:	Folio: 416
Defendants	:	Case No. 16205

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

ORDER TO SHOW CAUSE

Upon the foregoing Motion, it is hereby ORDERED by the Circuit Court for Anne Arundel County, this 13th day of May, 1964, that the Defendants, MARVIN SCHEIN, Trustee, and DIFCO ACCEPTANCE CORP., a body corporate, show cause on or before the 11th day of June, 1964, why the relief prayed in the foregoing Motion and in the said Bill of Complaint should not be granted, provided a copy of the Motion and of this Order be mailed to the said Defendants, MARVIN SCHEIN, Trustee, and DIFCO ACCEPTANCE CORP., on or before the 27th day of May, 1964.

O. Bowie Duckett
Judge

WE HEREBY CERTIFY that on this 13th day of May, 1964, a copy of the foregoing Motion for Decree and Show Cause Order were mailed to MARVIN SCHEIN, Trustee for DIFCO ACCEPTANCE CORP., Suite 406, Equitable Building, Calvert and Fayette Streets, Baltimore 2, Maryland, and DIFCO ACCEPTANCE CORP., c/o Saul J. McGrane, Resident Agent, 12023 Viers Mill Road, Silver Spring, Maryland.

WHITE & SEIDMAN

By: Nelson B. Seidman
Nelson B. Seidman
Attorneys for Plaintiffs

FILED
1964 MAY 13 PM 1:30

9

BOOK 154 PAGE 369

JOHN I. MEYERS	*	IN THE
and	*	CIRCUIT COURT
ROSE MEYERS, his wife Plaintiffs	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
MARVIN SCHEIN, Trustee	*	IN EQUITY
and	*	Docket : 21
DIFCO ACCEPTANCE CORP., A Maryland Corporation Defendants	*	Folio : 416 Case No: 16205

ANSWER TO ORDER TO SHOW CAUSE

Your defendant, Marvin Schein, in response to the Order of this honorable Court of May 13, 1964, respectfully represents:

1. That a reading of the instruments involved indicate that this Defendant is Trustee for all parties concerned and not for the Defendant, Difco Acceptance Corp. as indicated in the Order.

2. That whereas this Defendant joined in the original proceeding, there is no Decree to be entered against this Defendant; however, this Defendant is subject to an Order requiring the execution of a release and then only if the Deed of Trust be deemed valid; that if this honorable Court declare the Deed of Trust Null and Void, then a Release should not be required.

3. That this Defendant stands ready to do this honorable Court's bidding.

And, as in duty bound, etc.

MARVIN H. SCHEIN
406 Equitable Building
Baltimore, Maryland 21202
MU 5 7898

I HEREBY CERTIFY, that on this 15th day of May, 1964, a copy of the aforegoing Answer was mailed to Nelson B. Seidman, Esquire, Suite 1701 One Charles Center, Baltimore, Maryland 21201, Attorney for the Plaintiffs.

MARVIN H. SCHEIN

FILED
1964 MAY 18 AM 11:00

JOHN I. MEYERS AND ROSE MEYERS, his wife	*	
	*	IN THE
Plaintiffs	*	CIRCUIT COURT
	*	
vs.	*	FOR
	*	
MARVIN SCHEIN, Trustee, and DIFCO ACCEPTANCE CORP., a Maryland Corporation	*	ANNE ARUNDEL COUNTY
	*	In Equity
Defendants	*	Docket 21, Folio 416 Case No. 16205

BOOK 154 PAGE 370

DECREE

The Defendants, Marvin Schein, Trustee, and Difco Acceptance Corporation, having failed to show cause why the relief prayed in in the Motion and in the Bill of Complaint heretofore filed in this matter should not be granted, under and pursuant to the Order to Show Cause entered in these proceedings on the 13th day of May, 1964, it is hereby

ORDERED and DECREED by the Circuit Court for Anne Arundel County, this 30th day of June, 1964 as follows:

1. The Deed of Trust dated June 6, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. Folio 250, from John I. Meyers and Rose Meyers, his wife, to Marvin Schein, Trustee for Difco Acceptance Corp., and the note upon which said Deed of Trust is founded, is hereby declared null, void and inoperative; and the lien of said Deed of Trust on the property of John I. Meyers and Rose Meyers, his wife, as described in said instrument, is hereby declared null, void and inoperative, and discharged.

~~2. The Defendant, Marvin Schein, Trustee for Difco Acceptance Corp., is hereby ordered and directed to execute and deliver unto John I. Meyers and Rose Meyers, his wife, a full release of said Deed of Trust in a form suitable for recordation as required by law.~~

O. Bowie Duckett
Judge

FILED
1964 JUL -1 PM 12:32

BOOK 154 PAGE 371

IN THE MATTER OF	:	IN THE
ELINOR KOEBLITZ, Alleged Incompetent	:	CIRCUIT COURT
	:	OF
	:	BALTIMORE CITY

. . . . . A 303 1963

PETITION A 44147

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Elizabeth M. Sauchelli (Mrs. Vincent Sauchelli) respectfully represents:

1. That she is over twenty-one years of age, a resident of Baltimore City, residing therein at 303 Overhill Road, and is the only child of Rose Mason, the sister of Elinor Koeblitz; that Rose Mason is an invalid of ninety-one years of age and the only living relative of the said Elinor Koeblitz.

2. That Elinor Koeblitz is a white female, eighty-three years of age, who resides at House in the Pines-Belvedere, 2525 West Belvedere Avenue (15), Baltimore City, Maryland.

3. That the closest relatives of the alleged incompetent are Rose Mason, sister, an invalid of ninety-one years, 303 Overhill Road, Baltimore 10, Maryland, and your Petitioner, a niece, of the same address. There are no children or grandchildren or other nieces or nephews, brothers or sisters of the said Elinor Koeblitz.

4. That the alleged incompetent is confused in mind, is unable to properly feed, clothe or otherwise care for herself, nor is she capable of conducting her own affairs; that the alleged incompetent resided with her husband, John H. Koeblitz, at a home in Edgewater Beach, Maryland, until February of 1963, at which time her said husband, age ninety, died suddenly, leaving the alleged incompetent without anyone to care for her.

5. That by virtue of the prior death of John H. Koeblitz, the alleged incompetent now owns a fee simple property at Edgewater Beach, allegedly worth approximately $12,000 and cash amounting to $3,000.

FILED

1963 SEP 26 AM 11:22

6. That the cost of maintaining the alleged incompetent in House in the Pines-Belvedere is running about $300 per month, and there are other obligations due for doctors, expenses of the Edgewater Beach property, which the alleged incompetent is incapable of attending to; that two physicians' certificates are attached hereto marked "Petitioner's Exhibit A" and "Petitioner's Exhibit B", both of which are prayed to be taken as a part hereof.

WHEREFORE, Your Petitioner prays that this Honorable Court may pass an Order that a subpoena shall issue against the alleged incompetent or left with the person in charge of her; that a copy of this Petition be served with the subpoena; that leave be granted to the alleged lunatic to answer said Petition; that your Petitioner be named as Committee to the alleged incompetent and given authority to manage the estate of the alleged incompetent, particularly to rent or sell the fee simple property of the alleged incompetent which is presently unoccupied.

AND, AS IN DUTY BOUND, ETC.

F. Murray Benson
F. Murray Benson

Elizabeth M. Sauchelli
Elizabeth M. Sauchelli
Petitioner

F. Duncan Cornell
F. Duncan Cornell
900 Aurora Federal Bldg.
Baltimore 1, Maryland
SA 7-5770

Attorneys for Petitioner

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

I HEREBY CERTIFY That on this 24th day of April, 1963, before me, a Notary Public in and for the State of Maryland, of Baltimore, personally appeared Elizabeth M. Sauchelli, the Petitioner in the foregoing Petition, and made oath in due form of law that the information set forth therein is true to the best of her information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Ethel V. McKeand (SEAL)

State of Maryland,
City of Baltimore, ss:

BOOK 154 PAGE 373

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Petition and Affidavit

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 13th day of September A. D., 19 63

Henry J. Ripperger
Clerk.

FILED
1963 SEP 26 AM 11:22

Decree Appointing Committee or Trustee Under Chapter 518, Act 1929.

BOOK 154 PAGE 374

Ex parte:

In the Matter of

ELINOR KOEBLITZ

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

A-303
1963

DECREE APPOINTING COMMITTEE OR TRUSTEE UNDER CHAPTER 518, ACTS 1929.

Decree:

This cause standing ready for hearing and duly submitted, the proceedings were by the Court read and considered:

It is Thereupon, this 16th day of May, 1963,

Adjudged, Ordered and Decreed, by the Circuit Court of Baltimore City, That

ELIZABETH M. SAUCHELLI

be and she is hereby appointed Committee with full power and authority to care for and manage the property of the said ELINOR KOEBLITZ and upon proper order of this Court to expend cash for the support and maintenance of the said ELINOR KOEBLITZ under the direction of this Court; but before the said

ELIZABETH M. SAUCHELLI

shall proceed to act as such Committee she shall give a corporate bond to the State of Maryland in the penalty of ~~Fifteen Thousand~~ ($15,000.00) Dollars with a surety or sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of her duties as such Committee

Meyer M. Cardin

State of Maryland,
City of Baltimore, ss:

BOOK 154 PAGE 375

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Decree appointing Committee

now on file in this office in the cause therein entitled as above, and that the Committee therein named has filed his duly approved bond.

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 5th day of June A. D., 19 63

Henry J. Ripperger
Clerk.

FILED
1963 SEP 26 AM 11:23

BOOK 154 PAGE 376

IN THE MATTER OF	:	IN THE
ELINORA KOEBLITZ	:	CIRCUIT COURT
	:	OF
	:	BALTIMORE CITY
	:	Docket 103A Folio 303 File No. 44147
	:	

. . . . . .

P E T I T I O N

The Petition of Elizabeth M. Sauchelli, Committee for Elinora Koeblitz, respectfully represents:

1. That the principal asset of your Petitioner's imcompetent is a fee simple property located at Edgewater Beach and known as Lots 26 and 27, Block 5 of the Sunny Section of Edgewater Beach, Anne Arundel County, Maryland;

2. That the incompetent and her late husband resided at the aforementioned property as recluses, and the incompetent continued to occupy the said premises for a short period of time after the death of her husband until it became quite apparent to your Petitioner that she was unable to look after the property or herself;

3. That the aforementioned property is badly rundown, infested in part with termites, has antiquated plumbing and kitchen facilities, and requires much repair to be habitable;

4. That the incompetent had meager cash resources which will shortly be consumed by the expense of nursing care which is now required;

5. That it is necessary to sell the aforementioned real estate to pay for the care of the incompetent and to otherwise provide for her reasonable needs and comfort;

6. That the aforementioned property has been appraised by Henry M. Bachman for $6,975.00; that the original copy of the appraisal of the said Henry M. Bachman is attached to this Petition and is made a part hereof, marked "Petitioner's Exhibit A";

FILED

1963 SEP 26 AM 11:22

4

7. That your Petitioner has received an offer for the property from Elizabeth B. Laycock and John S. Laycock, Jr. for $7,500.00, cash; that the original copy of the offer to purchase the property is attached hereto and made a part hereof, marked "Petitioner's Exhibit B";

8. That your Petitioner feels the aforesaid offer is fair and reasonable for the property.

WHEREFORE, Your Petitioner prays for the Order of this Court authorizing her to sell to Elizabeth B. Laycock and John S. Laycock, Jr. the fee simple property of the incompetent known as Lots 26 and 27, Block 5, Sunny Section, Edgewater Beach, Anne Arundel County, Maryland, at and for the consideration of $7,500.00, cash.

AND, AS IN DUTY BOUND, ETC.

Elizabeth M. Sauchelli

Elizabeth M. Sauchelli

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this day of July, 1963, before me, a Notary Public in and for the State of Maryland, Baltimore County, personally appeared ELIZABETH M. SAUCHELLI, and made oath in due form of law that the facts and matters set forth in the foregoing Petition are true to the best of her information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

FILED 1963 SEP 26 PM 1:22

State of Maryland,
City of Baltimore, ss:

BOOK 154 PAGE 378

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Petition

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 6th day of September A. D., 1963

Henry J. Ripperger
Clerk.

5

IN THE MATTER OF	:	IN THE
ELINOR KOEBLITZ,	:	CIRCUIT COURT
ALLEGED INCOMPETENT	:	OF BALTIMORE CITY
		A-303-1963 A-44147

BOOK 154 PAGE 370

DECREE

The above cause coming on to be heard and being submitted, the Petition, Testimony and all other papers being considered, it is, this 25th day of July, 1963, by the Circuit Court of Baltimore City

ADJUDGED, ORDERED AND DECREED that the fee simple property in Edgewater Beach known as Lots 26 and 27, Block 5, in the Sunny Section of Edgewater Beach, Anne Arundel County, Maryland be sold and that Elizabeth M. Sauchelli, Committee for Elinor Koeblitz, an Incompetent, be and is hereby authorized to make said sale as is set forth in the contract, a copy of which has been filed in this case, marked Petitioner's Exhibit "B", between Elizabeth M. Sauchelli, Committee and John S. Laycock, Jr. and Elizabeth B. Laycock, his wife; and it is further ordered that the aforesaid sale be and the same is hereby ratified and confirmed; and it is further ordered that the said Elizabeth M. Sauchelli, Committee of the estate of the said Incompetent be and she is hereby authorized and directed to consummate said sale.

Said Committee upon receipt of the purchase money, payable under said contract, shall by good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchasers under said contract, their heirs, and assigns, all of the right, title, interest and estate of said Incompetent in and to the said fee simple property, free, clear, and discharged from all claims of the estate of the said Incompetent and those claiming by, from or under said Incompetent, and as soon as convenient after said sale, said Committee shall return to this Court a report of her proceedings in regard thereto and shall bring into this Court the money arising from said

FILED

1963 SEP 26 AM 11:22

6

sale to be invested or used for the benefit of said Incompetent as this Court may direct, deducting the costs of this proceeding, including commissions as this Court may allow in consideration of the skill, attention and fidelity wherewith she shall appear to have discharged her trust.

BOOK 154 PAGE 380

Reuben Oppenheimer

JUDGE

State of Maryland,

City of Baltimore, ss:

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Decree of Court

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 25th day of July A. D., 19 63

Henry J. Ripperger
Clerk.

FILED

1963 SEP 26 AM 11:22

7

DOCKET ENTRIES

A - 303 - 1963

BOOK 154 PAGE 381

F. MURRAY BENSON
F. Duncan Cornell

IN THE MATTER OF
ELINOR KOEBLITZ,
an alleged Incompetent

- - - - - - - - - - -

26" April 1963 Petition of Elizabeth M. Sauchelli for appointment of Committee and Petitioner's Exhibits A and B (1) fd.

Same Day Subpoena (2) issd. (Summoned)

Same Day Order of Court setting cause for hearing on May14/1963 (3) fd. conies issd. (Served)

16" May 1963 Decree of Court appointing Elizabeth M. Sauchelli, Committee upon the filing of a bond in the penalty of $15,000.00 (4) fd.

20" May 1963 Committee's Approved Bond (5) fd.

25" June 1963 Committee's Fiduciary Report (6) fd.

9" July 1963 Petition of Committee for sale of real estate (Lots 26 and 27, Block 5 of the Sunny Section of Edgewater Beach, Anne Arundel County, Md.) (7) and Petitioner's Exhibits A (8) and B (9) fd.

25" July 1963 Testimony (10) fd.

Same Day Report of Examiner-Master (11) fd.

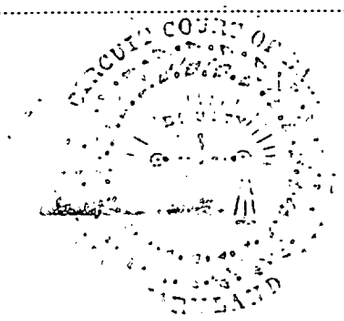
Same Day Decree of Court directing sale of real estate and authorizing Committee to make sale, &c. (12) fd.

BOOK 154 PAGE 382

State of Maryland,
City of Baltimore, ss:

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Docket Entries

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 6th day of September A. D., 19 63

Henry J. Ripperger
Clerk.

FILED
1963 SEP 26 AM 11:22

BOOK 154 PAGE 383

IN THE MATTER OF THE MORTGAGED * IN THE CIRCUIT COURT
REAL ESTATE OF THOMAS M. LYONS * FOR ANNE ARUNDEL COUNTY
AND ANNE G. LYONS, HIS WIFE * NO. 16,080 EQUITY

* * * * *

ORDER TO DOCKET

MR. CLERK:

Please docket the above case, file the original mortgage and approve the bond.

CHILDS AND BALD

By: LeRoy Bald
LeRoy Bald
192 Duke of Gloucester St.
Annapolis, Maryland
Colonial 7-8191

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1954 JAN -7 AM 10:03

/

BOOK 1433 PAGE 573

BOOK 154 PAGE 384

Equity No. 16,680

This Mortgage,

Made this 26th day of October in the year nineteen hundred and sixty, by and between THOMAS M. LYONS and ANNE G. LYONS, his wife,

Mortgagor s of Anne Arundel County, in the State of Maryland, of the first part,

and WILLIAM L. HANEKE, SR. and LIDA C. HANEKE, his wife

Mortgagee s , of the second part, witnesseth:

WITNESSETH, WHEREAS, the said Mortgagors are indebted unto the said Mortgagees in the full and just sum of Thirty Five Thousand Five Hundred Dollars ($35,500.00), and as evidencing said sum the said mortgagors have passed unto the said Mortgagees their joint and several promissory note for the said sum of even ~~date herewith~~, payable at the rate of $228.74 per month including interest at the rate of six percent per annum, plus 1/12th monthly of the annual taxes and insurance over a term ~~of 25 years~~. Said mortgagors reserve the right to prepay the entire unpaid balance without penalty at any time after three years from settlement date upon ninety (90) days written notice and the payment of all interest to the date of final settlement, and,

WHEREAS, it was a condition precedent to the granting of said loan that these presents should be executed for the purpose to more effectually secure the payment of said sum together with the interest thereon to accrue at the time limited for the payment of the same.

And Whereas, this Mortgage shall also secure for future advances, as provided by Chapter 923, of the Laws of Maryland, of 1945, or any amendments thereto.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor s do grant and convey unto said Mortgagee s their heirs and assigns, in fee simple, the following property, to wit:

ALL those lots or parcels of ground situate lying and being in Hillsmere Estates in the Second Election District of Anne Arundel County, Maryland and more particularly described as follows.

BEING known and designated as Lots Nos. 28/29 and 30, Block K as shown on a Plat 2 of Section 2 of Hillsmere Estates, prepared by J.R. McCrone, Jr. Registered Surveyors and recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-5. Plat 7; now Plat Book 23, folio 47.

BEING the identical property conveyed unto the Mortgagors herein by the Mortgagees, by a deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1964 JAN -7 AM 10:03

2

BOOK 154 PAGE 385

BOOK 1433 PAGE 574

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of

THE MORTGAGEES their heirs and assigns, forever.

PROVIDED, that if the said Mortgagor s

their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the

aforesaid sum of Thirty Five Thousand Five Hundred ($35,500.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the Mortgagor s shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagor s for themselves, their heirs, personal representatives, assigns, or successors, do hereby covenant to pay when legally demandable. And the said Mortgagor s for themselves, their personal representatives, assigns, or successors, do further covenant to insure, and pending the existence of this Mortgage to keep insured against loss by fire and windstorm, in some good company satisfactory to the said Mortgagee s their personal representatives, assigns, or successors, the improvements on the hereby mortgaged land to the extent of the lien of this Mortgage, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire or storm damage, to inure to the benefit of the said Mortgagees their personal representatives, assigns, or successors, and to deliver said policy or policies to the said Mortgagees their personal representatives, assigns, or successors; and in case of failure of the Mortgagor s 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 s heirs, personal representatives, successors or assigns, are hereby authorized to pay the same, and the amount so paid shall be added to the principal debt named herein and bear interest at the rate of six per cent per annum from the date of said payment, and the said Mortgagees their heirs, personal representatives, 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. However, no failure on the part of the Mortgagees to take advantage of any provision shall constitute a waiver or release of any provision.

But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for said Mortgagees their personal representatives, successors or assigns, or Eugene M. Childs, or LeRoy Bald, their Attorneys or Agents, 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, inrerest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee s their personal representatives, successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply: First, to the payment of all expenses incident to such sale, including a fee of One Hundred ($100.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; Secondly, to the payment of all claims of said Mortgagees their personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor s their personal representatives, or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor s for themselves, their heirs, personal representatives and assigns do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale, as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage, 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, commission and fee the said Mortgagors for themselves, their heirs, personal representatives, assigns or successors do hereby covenant to pay, and the said Mortgagee s their personal representatives, successors or assigns, or Eugene M. Childs, or LeRoy Bald, their said Attorneys, 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 should the Mortgagor s their heirs, personal representatives, assigns, or successors, file exceptions to any feature of the foreclosure proceedings held under the provisions contained herein, and fail to pursue said exceptions diligently, or should said exceptions be overruled by decree of a Court hearing same, then the Mortgagors their heirs, personal representatives and assigns agree to pay an additional, reasonable attorney's fee unto Eugene M. Childs, or LeRoy Bald, for conducting the defense to said exceptions.

WITNESS the hand and seal of the said Mortgagor s

TEST

Bette June Hughes
Bette June Hughes

Thomas M. Lyons (SEAL)
Thomas M. Lyons

Anne G. Lyons (SEAL)
Anne G. Lyons, wife

(SEAL)

(SEAL)

5

BOOK 154 PAGE 387

BOOK 1433 PAGE 576

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 26th day of October in the year nineteen hundred and sixty before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas M. Lyons and Anne G. Lyons, his wife, personally known (or satisfactorily proven) to be the persons whose names are subscribed as the Mortgagors named in the aforegoing Mortgage and they each acknowledged ~~the aforegoing Mortgage~~ to be ~~xxxxxxxxxxxxxxxxxxxx~~ that he and she had executed the same for the purpose therein contained. ~~xxxxxxxxxxxxxxxxxxxx~~ At the same time also appeared William L. Haneke, Sr. and Lida C. Haneke, his wife and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

10100

Bette June Hughes

Bette June Hughes Notary Public

BETTE JUNE HUGHES NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Rec'd for record Oct. 26, 1960 at 3:36 P.M.

Mailed to Childs & Bald

2. 2C

MORTGAGE

FROM

THOMAS M. LYONS AND ANNE G. LYONS, wife

TO

WILLIAM L. HANEKE, SR. AND LIDA C. HANEKE, wife

BLOCK NO. .....

Received for Record ..... CLERK

at ..... o'clock ..... M. Same day recorded

in Liber ..... No. ..... Folio ..... &c.,

one of the Land Records of ANNE ARUNDEL COUNTY

examined per ..... Clerk.

Cost of Record, $ .....

CHILDS AND BALD
Attorneys at Law
192 Duke of Gloucester Street
Annapolis, Maryland

BOOK 154 PAGE 388

IN THE MATTER OF THE MORTGAGED * IN THE CIRCUIT COURT
REAL ESTATE OF THOMAS M. LYONS * FOR ANNE ARUNDEL COUNTY
AND ANNE G. LYONS, HIS WIFE. * NO. 16,650 EQUITY

****

STATEMENT OF CLAIM

MR. CLERK:

The following is the statement of claim of LeRoy Bald, Attorney for William L. Haneke, Sr. and Lida C. Haneke, his wife, of the mortgage from Thomas M. Lyons and Anne G. Lyons, his wife, dated October 26, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1433, folio 573.

Principal balance----------$34,278.27

as of 12/31/63 plus 6% interest
to date of ratification of account.

CHILDS AND BALD

By: LeRoy Bald
LeRoy Bald
192 Duke of Gloucester St.
Annapolis, Maryland
Colonial 7-8191

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 LeRoy Bald, known to me to be the attorney named in the aforementioned mortgage and representing the within named mortgagees, and made oath in due form of law that the amount set forth in the above statement of claim is true and now remaining due and unpaid.

Witness my hand and seal Notarial.

Mildred Ann Bald
Notary Public

FILED
1964 JAN -7 AM 10:08

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

6

Trustee's Bond

Equity No 16,080

KNOW ALL MEN BY THESE PRESENTS:

BOOK 12 PAGE 284

BOOK 154 PAGE 389

THAT WE LeRoy Bald

as principal,

and The Hartford Accident and Indemnity Company a corporation of the State of , as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirty-five thousand and 00/100 ($35,000.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 6th day of January in the year of our Lord one thousand nine hundred and sixty-four.

WHEREAS, the above bounden LeRoy Bald by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County has been appointed trustee to sell lot 28,29, and 30 Block K, Hillsmere Estates, Second District, Anne Arundel County - Liber GTC 1433, folio 573 dated 10/26/60, mentioned in the proceedings in the case of Lida C. Haneke and William L. Haneke, Sr.

vs.

Thomas M. Lyons and Anne G. Lyons

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN LeRoy Bald 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~~

LeRoy Bald (SEAL)

(SEAL)

Hartford Accident and Indemnity Company (SEAL)

By: Philip Richebourg, Atty-in-fact (SEAL)

Signed, sealed and delivered in the presence of

Betty Lee Hall

State of Maryland, Baltimore City, sct:

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

WITNESS the seal of the said duly affixed by its Vice-President and attested by its Assistant Secretary, this day of , 19

By: *Vice President*

ATTEST:

Assistant Secretary

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

, 19

Assistant Secretary

FILED

JAN-7 10:00

Bond approved this 7th day of January, 1964

Louis N. Phipps, Clerk

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

Being Lots Nos. 28, 29, and 30, Block K, with improvements, Hillsmere Estates, Second Election District, Anne Arundel County, Md.

Under and by virtue of the power of sale contained in the Mortgage from Thomas M. Lyons and Anne G. Lyons, his wife of Anne Arundel County, Maryland, in Liber G.T.C. No. 1433, folio 573, default having occurred thereunder, the undersigned Attorney named in the Mortgage will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

Tues., Feb. 11, 1964
at 11 O'clock, A.M.

All those lots or parcels of ground situate, lying and being in Hillsmere Estates in the Second Election District of Anne Arundel County, Maryland, and more particularly described as follows:

BEING known and designated as Lots Nos. 28, 29, and 30, Block K as shown on Plat 2 of Section 2 of Hillsmere Estates, prepared by J. R. McCrone, Jr., Registered Surveyors and recorded among the Land Records of Anne Arundel County, Maryland, in Plat Cabinet 4, Rod G-5, Plat 7; now Plat Book 23, folio 47.

BEING the same porperty conveyed unto Thomas M. Lyons and Anne G. Lyons, his wife, from William L. Haneke, Sr. and wife, by deed dated October 26, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1433, folio 571.

8 No. E

THE SAID PROPERTY is improved by a one-story rambler type private dwelling constructed of part brick and weatherboard with asphalt roof, containing six rooms, three baths, full attic and full basement with recreation room, laundry room, office and furnace room. A two car garage is attached.

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

LeRoy Bald, Attorney named in Mortgage Childs and Bald
192 Duke of Gloucester Street
Annapolis, Maryland
COlonial 7-8191

GEORGE W. SCIBLE,
Auctioneer.

F-7

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

16,000

BOOK 154 PAGE 390

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 8, 1964

We hereby certify, that the annexed Attorney's Sale

Thomas M. Lyons

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 11th day of February, 1964. The first insertion being made the 17th day of January, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

1964 FEB 10 [illegible]

By H. Tilghman

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, 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 Anne Arundel County aforesaid, personally appeared WILLIAM L. HANEKE, SR., known to me (or satisfactorily proven) to be the purchaser in 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 an agent for anyone and that he has not directly or indirectly discouraged anyone from bidding for the said property in Hillsmere Estates, Second Election District of Anne Arundel County, Maryland, being particularly known as Lots Nos. 28, 29 and 30, Block K, with improvements, mentioned in the said report of sale.

As witness my hand and seal Notarial.

Notary Public

William L. Haneke, Sr.
William L. Haneke, Sr. Purchaser

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1964 FEB 24 PM 2:11

9

IN THE MATTER OF THE MORTGAGED : IN THE CIRCUIT COURT
REAL ESTATE OF THOMAS M. LYONS : FOR ANNE ARUNDEL COUNTY
AND ANNE G. LYONS, HIS WIFE : NO. 16,080 EQUITY

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of LeRoy Bald, attorney named in the mortgage filed in the captioned case, respectfully shows that after giving bond for the faithful performance of the trust in him imposed and after having complied with all the other prerequisites as required by law, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a newspaper published in the City of Annapolis, County of Anne Arundel, Maryland for at least 20 days prior to the date of sale, he did, pursuant to said notice attend the sale at the Court House door on Tuesday, February 11, 1964 at 11 o'clock A.M., Eastern Standard Time, and then and there proceeded to sell the property described in the handbill attached hereto to the highest bidder, who was William L. Haneke, Sr., at and for the sum of Thirty Four Thousand Dollars ($34,000.00).

The attorney further states that he has received the deposit as required in the terms of the sale and he further states that the sale herein reported was fairly made.

LeRoy Bald

LeRoy Bald, Attorney named in the mortgage.

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

10

FILED

1964 FEB 24 PM 2:10

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, 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 County aforesaid, personally appeared LeROY BALD, Attorney named in the mortgage filed in these presents and made oath in due form of law that the matters stated in the aforegoing Report of Sale are true and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Notary Public

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF THOMAS M. LYONS
AND ANNE G. LYONS, HIS WIFE

~~versus~~

BOOK 154 PAGE 394

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,080 Equity

Ordered, this 24th day of February, 19 64, That the sale of the property in these proceedings mentioned made and reported by LeRoy Bald, Attorney named in the 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 $ 34,000.00.

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

LeRoy Bald, Atty. For the Evening Capital (Feb. 27th Edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF THOMAS M. LYONS
AND ANNE G. LYONS, 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.

O. Bowie Duckett

JUDGE.

FILED

1964 MAR 31 PM 3:37

12

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,080 Equity

In the matter of the mortgaged real estate of
THOMAS M. LYONS and
ANNE G. LYONS, his wife

Ordered, this 24th day of February, 1964, That the sale of the property in these proceedings mentioned made and reported by LeRoy Bald, Attorney named in the 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 $34,000.00.

LOUIS N. PHIPPS
Clerk

True Copy, Test:
LOUIS N. PHIPPS
Clerk

M-19

1964 MAR 20 PM 1:50

No. E. C. 6070

13

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 395

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 20, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq 16,080

Thomas M. Lyons

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

The Mortgaged Real Estate of Thomas M. Lyons & Anne G. Lyons, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,080 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 MAY 27 AM 10:59 FILED

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 12th day of June, 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. Watson, deputy

FILED

1964 JUN 12 AM 11:40

14

Dr. Mortgaged Real Estate of Thomas M. Lyons & Anne G. Lyons, his wife

In Acct. with LeRoy Bald, Attorney Named in Mortgage

				Cr.
By	Amount of Sale, as per Attorney's Report of Sale filed		34,000 00	
"	Interest, 6%, on deferred payment, $30,600.00 from 2/11/64 to 3/31/64		251 80	
				34,251 80
To	Attorney, for fee, viz	100 00		
"	" , for commissions, viz	960 00		
			1,060 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	100 76		
	Speer Publications, Inc. - handbills - sale	18 03		
	Hartford Accident & Indemnity Co. - bond	140 00		
	George W. Scible - auctinneer's fee	100 00		
	1963 taxes & interest	524 47		
	Adjustment, 1964 taxes 1/1/64 to 2/11/64	63 20		
	½ Revenue stamps	56 10		
			1,002 56	
"	William L. Haneke, Sr. & Lida C. Haneke, Mortgagees, on account of mortgage claim	32,128 74		
			32,128 74	
	Balance due on Mortgage, as per claim filed	34,278 27		
	Interest, 6%, from 1/1/63 to 6/12/64	961 62		
		35,239 89		
	Credit amount allowed above	32,128 74		
	This amount subject to decree in personam	3,111.15		

LOUISE WISE
107 LaRue Square
Baltimore 25, Maryland

RUTH PENN
525 Hoffman Street
Baltimore 17, Maryland

Complainants

vs.

RADCLIFFE SURGENT
107 LaRue Square
Baltimore 25, Maryland

OLIVER SURGENT
225 Oklahoma Avenue
Washington, District of Columbia

RACHEL DUVALL
Women's Prison
Jessup, Maryland

MARY SURGENT HALL
1810 Poplar Avenue
Annapolis, Maryland

MARGARET L. WHITE
Box 444 Edgewood Road
Annapolis, Maryland

ALEXANDER HALL
1810 Poplar Avenue
Annapolis, Maryland

Respondents

NO. 15,977 EQUITY

IN

THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

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

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Ruth Penn and Louise Wise, by Marvin H. Anderson and Anderson & Anderson, their Solicitors, humbly complaining unto Your Honors, respectfully shows:

1. That Thomas Surgent died intestate in Anne Arundel County in the State of Maryland about the year of 1926 seized

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

FILED

1963 NOV 12 AM 9:41

and possessed of a tract of ground, together with the improvements situate thereon, in the Sixth (formerly Second) Election District of Anne Arundel County (City of Annapolis) in the State of Maryland, being all of the same property which was conveyed to the said Thomas Surgent during his lifetime by Carrie M. Hambruch, widow, by deed dated August 24, 1917, and recorded among the land records of Anne Arundel County in Liber G.W. No. 140, folio 87, and also by Frederick W. Hambruch and Carrie M. Hambruch, his wife, by contract of sale dated October 16, 1915, and recorded among the aforesaid land records in Liber G.W. No. 121, folio 84, said real estate sometimes said to contain 3.35 acres of land, more or less, and 4 acres of land, more or less, at other times.

2. That the said Thomas Surgent left surviving him as his only heirs at law the following persons:

a. His widow, Rachel Surgent who subsequently died intestate in Anne Arundel County as a widow and while unmarried about the year 1961.

b. His daughter, Louise Wise (a complainant herein).

c. His daughter, Ruth Penn (a complainant herein).

d. His son, Radcliffe Surgent (a respondent herein).

e. His son, Oliver Surgent (a respondent herein).

f. His daughter, Rachel Duvall (a respondent herein).

g. His son, Earl Surgent, who subsequently died intestate in Anne Arundel County while unmarried about the year 1962 and who left surviving him no children or descendants.

h. His daughter, Myrtle Surgent, who, subsequently died intestate in the District of Columbia while unmarried about the year 1958, and who left surviving her no children or descendants.

i. His son, Thomas Surgent, Jr., who subsequently died intestate in Anne Arundel County about the year of 1950 and who left surviving him as his only heirs at law the following persons:

(1) His widow, Mary Surgent Hall (a respondent herein).

(2) His daughter, Margaret L. White (a respondent herein).

(3) His son, Richard McKinley Surgent, who subsequently died testate in the City of Baltimore on July 23, 1960, and who, by his Last Will and Testament dated June 30, 1960, and duly admitted to probate by the Orphans' Court of Anne Arundel County on August 16, 1960, devised and bequeathed all of the rest, residue, and remainder of his estate unto his said mother, Mary Hall, his stepfather, Alexander Hall, and his sister, Margaret White (all respondents herein) share and share alike (said Last Will and Testament having been recorded among the Will Records of Anne Arundel County in Will Book Liber G. M. N. No. 1, folio 193; see also Administrations No. 10,426 in the Orphans Court of Anne Arundel County).

3. That the said Myrtle Surgent left surviving her as her only heir at law her said mother, the said Rachel Surgent.

4. That the said Rachel Surgent left surviving her as her only heirs at law the following persons:

a. Her said daughter, Ruth Penn (a complainant herein).

b. Her said daughter, Louise Wise (a complainant herein).

c. Her said son, Radcliffe Surgent (a respondent herein).

d. Her said son, Oliver Surgent (a respondent herein).

e. Her said daughter, Rachel Duvall (a respondent herein).

f. Her said son, Earl Surgent.

g. Her said granddaughter, Margaret L. White (a respondent herein), the said Richard McKinley Surgent having predeceased his said grandmother, Rachel Surgent, and having left surviving him, the said Richard McKinley Surgent, no wife and no children or descendants.

5. That the said Earl Surgent left surviving him as his only heirs at law the following persons:

a. His said sister, Ruth Penn (a complainant herein).

J

b. His said sister, Louise Wise (a complainant herein).

c. His said brother, Radcliffe Surgent (respondent herein).

d. His said brother, Oliver Surgent (a respondent herein).

e. His said sister, Rachel Duvall (a respondent herein).

f. His said neice, Margaret L. White (a respondent herein), the said Richard McKinley Surgent having predeceased his said uncle, Earl Surgent, and having left surviving him, the said Richard McKinley Surgent, now wife and no children or descendants.

6. That the said tract of real estate is not susceptible of an advantageous partition in kind among the parties in interest and cannot be divided among them without loss or injury and that a sale of the said real estate is necessary and for the best interest and advantage of all of the parties in interest in order that the proceeds thereof may be divided in proportion to their respective interests, but, inasmuch as the parties in interest are numerous, none can be made without the aid and intervention of this Honorable Court.

7. That no letters of administration have been granted upon the personal estates of the said Rachel Surgent, Earl Surgent, and Myrtle Surgent.

TO THE END, THEREFORE:

(a) That a decree may be passed for a sale of all of said real estate in fee simple.

(b) That a trustee may be appointed to convey the same to the purchaser or purchasers thereof upon ratification of the sale.

(c) That the proceeds of such sale may be brought into court for distribution under its order in accordance with the respective rights and interests of the parties thereto.

(d) That notice be given to all creditors of the said Rachel Surgent, Earl Surgent, and Myrtle Surgent.

(e) That your oratrices may have such other and further relief as their case may require.

And, as in duty bound, etc..

Marvin H. Anderson

Anderson & Anderson
Solicitors for Complainants
92 Franklin Street
Annapolis, Maryland
Telephone: COlonial 8-5035

5

ANDERSON & ANDERSON
Attorneys at Law
92 Franklin Street
Annapolis, Maryland

NO. 15977 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, RUTH PENN and LOUISE WISE, Complainants, vs. RADCLIFFE SURGENT, OLIVER SURGENT, RACHEL DUVALL, MARY SURGENT HALL, MARGARET L. WHITE, and ALEXANDER HALL, Respondents

ORDER OF PUBLICATION

The object of this suit is to obtain a decree of the Circuit Court for Anne Arundel County, Maryland, for a sale of the real estate situate in said County of which Thomas Surgent died seized and possessed about the year of 1926 and which was conveyed by deed dated August 24, 1917 and recorded among the land records of Anne Arundel County in Liber G.W. No. 140, folio 87, and by contract of sale dated October 16, 1915 and recorded among the aforesaid land records in Liber G. W. No. 121, folio 84, said real estate situate in the City of Annapolis, and sometimes said to contain 3.35 acres of land more or less, and sometimes 4 acres of land more or less; for a distribution of the proceeds of sale under order of said Court; and for other relief.

The Bill of Complaint alleges that the said Thomas Surgent died intestate in said County and that his only heirs at law were his widow, Rachel Surgent, and his children, Ruth Penn, Louise Wise, Radcliffe Surgent, Oliver Surgent, Rachel Duvall, Earl Surgent, Myrtle Surgent, and Thomas Surgent, Jr.

The Bill further alleges that Myrtle Surgent died intestate in the District of Columbia while unmarried about the year 1958 and left surviving her as her only heir at law her mother, the said Rachel Surgent, and no children or descendants.

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

The Bill further alleges that Thomas Surgent, Jr., died intestate in said County about the year 1950 and left surviving him as his only heirs at law his widow, Mary Surgent Hall and his two children, Margaret L. White and Richard McKinley Surgent and that Richard McKinley Surgent died testate in Baltimore City on July 23, 1960, leaving a Last Will and Testament more particularly described in said Bill by which he devised all of the rest and residue of his estate unto Mary Hall, Alexander Hall, and Margaret White, share and share alike.

The Bill further alleges that Rachel Surgent died intestate in said County while unmarried about the year 1961 and left surviving as her only heirs at law her children, Ruth Penn, Louise Wise, Radcliffe Surgent, Oliver Surgent, Rachel Duvall and Earl Surgent; and her granddaughter, Margaret L. White.

The Bill further alleges that Earl Surgent died intestate in said County while unmarried about the year of 1962 and left surviving him as his only heirs the other persons named in the preceding paragraph of this order.

The Bill further alleges that said real estate is not susceptible of an advantageous partition in kind among the parties in interest and cannot be divided among them without loss or injury and that a sale of said real estate is necessary and for the best interest and advantage of all of the parties in interest in order that the proceeds thereof may be divided in proportion to their respective interests, but, inasmuch as the parties in interest are numerous, none can be made without the aid and intervention of said Court and that no letters of administration

FILED
1963 NOV 12 AM 9:42

7

have been granted upon the personal estates of Rachel Surgent, Earl Surgent, and Myrtle Surgent.

It is thereupon this 12th day of November, 1963, by the Circuit Court for Anne Arundel County, in equity, ORDERED, that notice be given by the insertion of a copy of this Order in some newspaper having a substantial general circulation in Anne Arundel County once a week for four successive weeks before the 16th day of December, 1963, giving notice to Oliver Surgent, the non-resident respondent, of the object and substance of this suit, requiring him to be and appear in this Court either in person or by attorney on or before the 17th day of January, 1964, to answer the premises and show cause, if any he may have, why a decree should not be passed as prayed; provided, however, that another mode of service may be that a copy of this Order may be personally served on said non-resident respondent one month before the day fixed for his appearance in this Court, which day herein fixed for his appearance is this 17th day of January, 1964.

Louis M. Kipps
Clerk

LOUISE WISE et al	:	IN THE CIRCUIT COURT
Complainants	:	FOR
Vs.	:	ANNE ARUNDEL COUNTY
RADCLIFFE SURGENT et al	:	NO. 15,977 EQUITY
Respondents	:	

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

ANSWER OF DEFENDANTS

TO THE HONORABLE THE JUDGES OF SAID COURT:

The answer of Mary Surgent Hall, Margaret L. White and Alexander Hall, by John H. Hopkins, IV, their Solicitor, to the Bill of Complaint for partition against them and others, in this Court exhibited, respectfully shows:

1. That they admit the allegations of the Bill of Complaint and they request that they be allowed representation in the trusteeship as they are the owners of an equity in the property to be partitioned and sold.

AND AS IN DUTY BOUND, ETC.

John H. Hopkins, IV
Solicitor for Defendants
15 School Street
Annapolis, Maryland
Telephone COlonial 3-3551

I HEREBY CERTIFY, that on this 4th day of December, 1963, I mailed a copy of the foregoing Answer to Anderson and Anderson, Solicitors for Complainants, 92 Franklin Street, Annapolis, Maryland.

John H. Hopkins, IV
Solicitor for Defendants

FILED

1963 DEC -4 PM 1:46

9

BOOK 154 PAGE 407

NAME Rachel Surgent Duvall

ADDRESS Box 535

Jessup, Md. - 20794

Mr. Louis N. Phipps

STREET County Court Clerk

CITY Annapolis STATE Md.

DATE 12-1-63

Dear Sir:

On November 16, 1963, I received a copy of an Equity Subpoena # 15,977.

It will be impossible for me to make an appearance in court pertaining to the Subpoena.

At the present time I am incarcerated in the Women's Prison and am unable to get an attorney to represent me.

I have my own furniture + personal belongings on the property that is to be sold. I would appreciate any information that you can give me so I can get all my belongings off of the property before it is to be sold. And I do require my equal share of the sum of money that the property will be sold for. You can write me at the above address for any other information that you will need from me.

Thanking you for your help.

Mrs. Rachel Surgent Duvall

FILED

1963 DEC -4 PM 2:47

10

To be completed after service and returned to Anderson & Anderson, 92 Franklin Street, Annapolis Md.

NO. 15,977 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, Ruth Penn and Louise Wise, Complainants, vs. Radcliffe Surgent, Oliver Surgent, Rachel Duvall, Mary Surgent Hall, Margaret L. White and Alexander Hall, Respondents

AFFADAVIT OF SERVICE OF PROCESS

DISTRICT OF COLUMBIA, to wit:

I HEREBY CERTIFY that on this 10th day of December , in the year nineteen hundred sixty-three, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared Arthur Von Nordeck, Jr, and made oath in due form of law that he is A Deputy United States Marshal for the District of Columbia and authorized to serve process therein, and that on the 5 day of December , in the year nineteen hundred sixty-three he served Oliver Surgent with a copy of the attached Order of Publication and also with a copy of the Bill of Complaint in this cause at 10:00 o'clock P.M. at 206 Oklahoma Avenue, N. E. Washington, District of Columbia

Arthur J. Von Nordeck
Deputy United States Marshal

WITNESS my hand and seal notarial.

Ann R. Fatchman
Notary Public

My Commission Expires: August 15, 1965.

(SEAL)

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

FILED
1963 DEC 13 AM 9:31

11

LOUISE WISE et al	:	IN THE CIRCUIT COURT
Complainants	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
RADCLIFFE SURGENT et al	:	
Respondents	:	NO. 15,977 EQUITY

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

MOTION TO STRIKE APPEARANCE

Now comes, John H. Hopkins, IV and requests leave to withdraw his appearance in the above captioned case for the reason that his clients have advised him that they do not wish to be represented by counsel in this case. He hereby certifies that he has on December 10, 1963 sent to his clients by first class mail, postage prepaid, a written notice of his intention to file this motion and has advised his clients to have other counsel enter an appearance for them or if they intend to conduct their case in proper persons to notify the clerk in writing as is shown by a copy of such notice attached hereto.

John H. Hopkins, IV

ORDER

Leave granted as prayed this 17th day of December, 1963.

Judge

I HEREBY CERTIFY, that on this 17th day of December, 1963, I mailed a copy of the foregoing Motion to Strike Appearance and Order to Anderson and Anderson, Solicitors for Complainants, 92 Franklin Street, Annapolis, Maryland.

John H. Hopkins, IV

FILED
1963 DEC 17 AM 11:12

FILED
1963 DEC 18 PM 2:23

12

RULE TO EMPLOY NEW COUNSEL

Docket.....

Folio.....

BOOK 154 PAGE 410

LOUISE WISE et al

vs.

RADCLIFFE SURGENT et al
Mary Surgent Hall
Margaret L. White
~~Alexander Hall~~
1810 Poplar Avenue
Annapolis, Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,977

It oppeoring from the record in the obove entitled couse that by reoson of Motion and Order of Court of Defendants' Solicitor to withdraw from case, three of the

~~the~~ Defendants ~~is~~ are without counsel, therefore upon motion of the Clerk of the Circuit Court it is

ORDERED by the Court this 18 doy of December 19 63, thot the soid defendants employ new counsel on or before the 16th day of January, 1964, provided a copy of this order be served on the soid defendants on or before the 2nd day of January, 1964.

O Bowen Duckett

Filed.....

FILED

1963 DEC 19 AM 10:48

13

Oliver Surgent

BOOK 154 PAGE 411

LOUISE WISE 107 LaRue Square Baltimore 25, Maryland	✡	NO 15,977 EQUITY
	✡	IN THE
RUTH PENN 525 Hoffman Street Baltimore 17, Maryland Complainants	✡	CIRCUIT COURT FOR
	✡	ANNE ARUNDEL COUNTY
vs.	✡	
RADCLIFFE SURGENT, and others Respondents	✡	

✡ ✡ ✡ ✡ ✡ ✡ ✡✡✡ ✡ ✡ ✡ ✡ ✡ ✡ ✡

ANSWER TO BILL OF COMPLAINT, WAIVER OF TESTIMONY AND NOTICE OF TAKING TESTIMONY

TO THE HONORABLE THE JUDGES OF SAID COURT:

The undersigned respondent in answer to the Bill of Complaint filed against him in this cause exhibited, respectfully represents unto your Honors:

That he admits all of the allegations contained in said Bill of Complaint.

Further answering said Bill of Complaint, the undersigned respondent hereby waives Notice of the Taking of Testimony by the complainants in this cause and any signatures thereto and further waives the provisions of Rule 580, Section b, of the Maryland Rules of Procedure (1963 addition), and consents to the passage of such decree in this case as to the Court may seem proper, without the taking of testimony by the undersigned, taking of which said testimony the undersigned respondent hereby waives.

14

And as in duty bound, etc.

Oliver Surgent
Respondent

District of Columbia (CITY)
~~STATE OF MARYLAND~~, ~~(COUNTY)~~ OF , TO WIT:

I hereby certify that on this 15 day of December, in the year Nineteen hundred sixty-three, before me the subscriber, a Notary Public of the ~~XXXXXXXXXXXXXXXXXX~~ District of Columbia in and for the (City) DC (~~XXXXX~~) aforesaid personally appeared Oliver Surgent and made oath in due form of law that the matters and facts set forth in the aforegoing Answer and Waiver are true to the best of (his) (~~her~~) knowledge and belief.

As witness my hand and seal Notarial.

Marie E. Madden
Notary Public

My Commission Expires:
April 14, 1965

Mr. Clerk:

Please file.

Oliver Surgent
Respondent

15

Rachel Duvall

BOOK 154 PAGE 413

LOUISE WISE 107 LaRue Square Baltimore 25, Maryland	*	NO 15,977 EQUITY IN THE
RUTH PENN 525 Hoffman Street Baltimore 17, Maryland Complainants	*	CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY
vs.	*	
RADCLIFFE SURGENT, and others Respondents	*	

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

ANSWER TO BILL OF COMPLAINT, WAIVER OF TESTIMONY AND NOTICE OF TAKING TESTIMONY

TO THE HONORABLE THE JUDGES OF SAID COURT:

The undersigned respondent in answer to the Bill of Complaint filed against her in this cause exhibited, respectfully represents unto your Honors:

That she admits all of the allegations contained in said Bill of Complaint.

Further answering said Bill of Complaint, the undersigned respondent hereby waives Notice of the Taking of Testimony by the complainants in this cause and any signatures thereto and further waives the provisions of Rule 580, Section p, of the Maryland Rules of Procedure (1963 addition), and consents to the passage of such decree in this case as to the Court may seem proper, without the taking of testimony by the undersigned, taking of which said testimony the undersigned respondent hereby waives.

FILED

1964 JAN 23 PM 9:31

16

And as in duty bound, etc.

/s/ Rachel Duvall
Respondent

STATE OF MARYLAND, (~~COUNTY~~) OF ANNE ARUNDEL , TO WIT:

I hereby certify that on this 3rd day of December, in the year Nineteen hundred sixty-three, before me the subscriber, a Notary Public of the State of Maryland in and for the (~~County~~) (County) aforesaid personally appeared Rachel Duvall and made oath in due form of law that the matters and facts set forth in the aforegoing Answer and Waiver are true to the best of (~~my~~) (her) knowledge and belief.

As witness my hand and seal Notarial.

/s/ Agnes Davenport
Notary Public

My Commission Expires:
May 1 1965

Mr. Clerk:

Please file.

/s/ Rachel Duvall
Respondent

17

Mary S. Hall

BOOK 154 PAGE 415

LOUISE WISE 107 LaRue Square Baltimore 25, Maryland	*	NO 15,977 EQUITY
	*	IN THE
RUTH PENN 525 Hoffman Street Baltimore 17, Maryland Complainants	*	CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY
vs.	*	
RADCLIFFE SURGENT, and others Respondents	*	

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

ANSWER TO BILL OF COMPLAINT, WAIVER OF TESTIMONY AND NOTICE OF TAKING TESTIMONY

TO THE HONORABLE THE JUDGES OF SAID COURT:

The undersigned respondent in answer to the Bill of Complaint filed against her ~~him~~ in this cause exhibited, respectfully represents unto your Honors:

That she admits all of the allegations contained in said Bill of Complaint.

Further answering said Bill of Complaint, the undersigned respondent hereby waives Notice of the Taking of Testimony by the complainants in this cause and any signatures thereto and further waives the provisions of Rule 580, Section p, of the Maryland Rules of Procedure (1963 addition), and consents to the passage of such decree in this case as to the Court may seem proper, without the taking of testimony by the undersigned, taking of which said testimony the undersigned respondent hereby waives.

504 AM 23 [illegible] 9:37

18

And as in duty bound, etc.

Mary S. Hall
Respondent

STATE OF MARYLAND, (~~CITY~~) (COUNTY) OF ANNE ARUNDEL , TO WIT:

I hereby certify that on this 9th day of December , in the year Nineteen hundred sixty-three, before me the subscriber, a Notary Public of the State of Maryland in and for the (~~City~~) (County) aforesaid personally appeared Mary S. Hall and made oath in due form of law that the matters and facts set forth in the aforegoing Answer and Waiver are true to the best of (~~his~~) (her) knowledge and belief.

As witness my hand and seal Notarial.

Roscoe Parker
Notary Public

My Commission Expires:
May 3, 1965

Mr. Clerk:

Please file.

Mary S. Hall
Respondent

19

Margaret L. White

BOOK 154 PAGE 417

LOUISE WISE 107 LaRue Square Baltimore 25, Maryland	☆ ☆	NO 15,977 EQUITY IN THE
RUTH PENN 525 Hoffman Street Baltimore 17, Maryland Complainants	☆ ☆ ☆	CIRCUIT COURT FOR
vs.	☆	ANNE ARUNDEL COUNTY
RADCLIFFE SURGENT, and others Respondents	☆ ☆	

☆ ☆ ☆ ☆ ☆ ☆ ☆☆☆ ☆ ☆ ☆ ☆ ☆ ☆ ☆

ANSWER TO BILL OF COMPLAINT, WAIVER OF TESTIMONY AND NOTICE OF TAKING TESTIMONY

TO THE HONORABLE THE JUDGES OF SAID COURT:

The undersigned respondent in answer to the Bill of Complaint her
filed against ~~XXX~~ in this cause exhibited, respectfully represents unto your Honors:

That she admits all of the allegations contained in said Bill of Complaint.

Further answering said Bill of Complaint, the undersigned respondent hereby waives Notice of the Taking of Testimony by the complainants in this cause and any signatures thereto and further waives the provisions of Rule 580, Section b, of the Maryland Rules of Procedure (1963 addition), and consents to the passage of such decree in this case as to the Court may seem proper, without the taking of testimony by the undersigned, taking of which said testimony the undersigned respondent hereby waives.

FILED

1964 JAN 23 AM 9:31

And as in duty bound, etc.

/ Margaret L. White
Respondent

STATE OF MARYLAND, (~~COUNTY~~) OF ANNE ARUNDEL , TO WIT:

I hereby certify that on this 9th day of December, in the year Nineteen hundred sixty-three, before me the subscriber, a Notary Public of the State of Maryland in and for the (~~County~~), (County) aforesaid personally appeared Margaret L. White and made oath in due form of law that the matters and facts set forth in the aforegoing Answer and Walver are true to the best of (~~XXX~~) (her) knowledge and belief.

As witness my hand and seal Noterial.

Bruce Parker
Notary Public

My Commission Expires:
May 3, 1965.

Mr. Clerk:

Please file.

/ Margaret L. White
Respondent

21

Alexander Hall

LOUISE WISE 197 LaRue Square Baltimore 29, Maryland	✡	NO 15,977 EQUITY IN THE
RUTH PENN 525 Hoffman Street Baltimore 17, Maryland Complainants	✡	CIRCUIT COURT FOR
vs.	✡	ANNE ARUNDEL COUNTY
RADCLIFFE SURGENT, and others Respondents	✡	

✡ ✡ ✡ ✡ ✡ ✡ ✡ ✡ ✡ ✡ ✡ ✡ ✡ ✡ ✡

ANSWER TO BILL OF COMPLAINT, WAIVER OF TESTIMONY AND NOTICE OF TAKING TESTIMONY

TO THE HONORABLE THE JUDGES OF SAID COURT:

The undersigned respondent in answer to the Bill of Complaint filed against him in this cause exhibited, respectfully represents unto your Honors:

That he admits all of the allegations contained in said Bill of Complaint.

Further answering said Bill of Complaint, the undersigned respondent hereby waives Notice of the taking of Testimony by the complainants in this cause and any signatures thereto and further waives the provisions of Rule 530, Section b, of the Maryland Rules of Procedure (1950 edition), and consents to the passage of such decree in this case as to the Court may seem proper, without the taking of testimony by the undersigned, taking of which said testimony the undersigned respondent hereby waives.

1954 JAN 23 P 9:32

22

And as in duty bound, etc.

/s/ Alexander Hall
Respondent

STATE OF MARYLAND, (~~COUNTY~~) OF ANNE ARUNDEL , TO WIT:

I hereby certify that on this 9th day of December, in the year Nineteen hundred sixty-three, before me the subscriber, a Notary Public of the State of Maryland in and for the (~~County~~) aforesaid personally appeared Alexander Hall and made oath in due form of law that the matters and facts set forth in the aforegoing Answer and Waiver are true to the best of (his) (~~her~~) knowledge and belief.

As witness my hand and seal Notarial.

Lucile Parker
Notary Public

My Commission Expires:
May 3, 1965.

Mr. Clerk:

Please file.

/s/ Alexander Hall
Respondent

LOUISE WISE and another vs. RADCLIFFE SURGENT and others

NO. 15,977EQUITY
IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

BOOK 154 PAGE 421

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 23rd day of January, 1964, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Marvin H. Anderson Solicitor for Louise Wise and Ruth Penn, the plaintiffs, in the above entitled cause, and made oath, in due form of law, that defendant

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

Radcliffe Surgent, is

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 23rd day of January, 1964.

Notarial Seal

Myrtle Thayne

Notary Public

My Commission will expire on: May 3, 1965

Filed,

FILED
1964 JAN 23 PM 1:29

24

BOOK 154 PAGE 422

LOUISE WISE and another Complainants	*	NO. 15,977 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
RADCLIFFE SURGENT and others Respondents	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * * *

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Louise Wise and Ruth Penn, the Complainants herein by Marvin H. Anderson and Anderson & Anderson, their Solicitors respectfully shows unto your Honors that the Respondent Radcliffe Surgent has been duly summoned by the Sheriff of Baltimore City but has failed to answer, appear, or file a pleading to the Bill of Complaint in this cause within the time allowed by law or rule of Court.

WHEREFORE, your petitioners pray that a decree pro confesso against said Radcliffe Surgent may be passed by this Honorable Court and leave be granted to your petitioners to take testimony before one of the standing examiners of this Court.

AND, as in duty bound, ect.

Marvin H. Anderson

Anderson & Anderson
Solicitors for Petitioners

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

FILED

1964 JAN 23 PM 1:29

25

BOOK 154 PAGE 423

LOUISE WISE and another
Complainants

vs.

RADCLIFFE SURGENT and others
Respondents

No. 15,977 ~~XXXXXXXX~~ - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondent, Radcliffe Surgent

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

It is, thereupon, this 23rd day of January 19 64 by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

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

O Bowie Duckett

Judge

FILED

1964 JAN 24 PM 12:10

26

LOUISE WISE, et al.,	*	IN
Complainants	*	THE CIRCUIT COURT
vs.	*	FOR
RADCLIFFE SURGENT, et al.,	*	ANNE ARUNDEL COUNTY
Respondents	*	No. 15,977 Equity

* * *

TESTIMONY ON BEHALF OF THE PLAINTIFF

February 11, 1964

PRESENT:

Marvin H. Anderson, Esq., Solicitor for Complainants

Emanuel Klawans, Esq., Court Examiner and Master

Mrs. Audrey C. Geregitano, Court Stenographer

WITNESSES:

T. Carroll Worthington, Pages 2 - 4

Maurice C. Ogle, Pages 5 - 8

Louise Wise, Pages 9 - 16

Mary Surgeon (Surgent) Hall, Pages 17 - 20

Marvin H. Anderson, Esq., Pages 21 - 22

FILED

1964 FEB 20 PM 2:41

27

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

(MR. ANDERSON)

1 Do you want to tell us your full name and address, please?

A T. Carroll Worthington, Towns-Worth Building, Annapolis, Maryland.

2 What is your occupation, sir?

A Realtor.

3 Now, in the course of your work as a Realtor in Anne Arundel County, have you made appraisals of real estate in this County?

A I have.

4 And approximately how many cases?

A Thousands.

5 Now, have you previously testified concerning the value of real estate before one or more of the standing Examiners in Equity of this Court?

A I have.

6 Now specifically, have you had occasion to appraise any real estate, any tract of real estate, in the City of Annapolis containing approximately 3.35 acres with a frontage on the County Road leading towards Bay Ridge?

A I have.

(MR. KLAWANS)

7 And are you familiar with the value of real estate ---

(MR. ANDERSON)

8 Yes, are you familiar with the value of real estate in that area of Anne Arundel County?

A I am.

9 And this particular piece of real estate which you have appraised, is it the real estate of which the late Thomas Surgent was the owner?

A That is right.

10 Now I'm going to hand you a copy of a plat prepared by J. Carson Boush on January 2, 1917. Will you look at this plat and tell us whether or not this is the piece of real estate which you have appraised in connection with this case?

A This is the property.

MR. ANDERSON: Now, I'd like the Examiner to file that as an Exhibit.

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

(MR. ANDERSON)

11 Will you describe the property and tell us where it is located generally and what it consists of?

A This property is situated on Bay Ridge Road near Forest Hills Avenue. It consists of a pie-shaped lot fronting 100 feet on Bay Ridge Road and running back with an average depth of 758 feet to a rear line of 345 feet. This property contains 3.35 acres. It is improved by a one-story frame composition roof, four room dwelling which is presently vacant and in a very poor state of repair, making it of no value to the property.

12 What is the present zoning classificationof this property?

A This property is now zoned Residential C, which will allow eight residential units to the acre.

13 And where is it located in respect to Victor Haven?

A It's just across the road from Victor Haven, which is a subdivision with homes selling from $11,000.00 to $13,000.00.

14 And does this property abut any property which is now being developed as a type of apartments?

A There is a property just in the rear of this property which is

29

being developed with a garden apartment-type project.

15 Are you familiar with the name of that developer?

A No, I'm not.

16 What utilities are available, if any?

A They have all the City utilities, that is - water, sewerage, gas and electricity.

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

A My opinion of the fair market value of this property of this estate is $15,000.00.

18 Now, assuming that the testimony in the case will show that there are now eight owners of this piece of property, is the property susceptible to division in kind or partition among the various heirs of Thomas Surgent?

A The only way you'd divide that up would be to sell it and divide the money.

19 And is that what you recommend be done?

A That would be my recommendation.

20 Could it be divided in kind between these heirs?

A It could not.

21 Why would you say that?

A No way to cut it up in eight different parts.

MR. ANDERSON: All right, that's all I have.

(MR. KLAWANS)

22 And if that were attempted, it would greatly reduce the value of the property?

A It certainly would.

30

QUESTION BY THE EXAMINER:

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

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

Answer No

Signature

MAURICE C. OGLE, a witness of lawful age, being first duly sworn, deposes and says:

(MR. ANDERSON)

1 Mr. Ogle, do you want to tell us your full name and your current address?

A I'm Maurice C. Ogle; my address is 192 Duke of Gloucester Street, Annapolis, Maryland.

2 What is your occupation?

A I'm a professionalreal estate appraiser and consultant.

3 Now, in the course of your work as an appraiser and real estate consultant, have you made appraisals of real estate in this County?

A Yes, sir, I have.

4 On approximately how many occasions?

A I would say probably five or six hundred appraisals.

5 Now in addition, have you previously testified concerning the value of real estate before one or more of the Standing Examiners in Equity of this Court?

A Yes, sir, I have.

6 And are you familiar with the values of real estate in that section of the City of Annapolis which is located on Bay Ridge Road?

A Yes, I am familiar with that area.

7 I'm going to show you a plat which has been marked as Examiner's Exhibit No. 1. Will you look at that and tell us whether you have had occasion to personally visit and make an appraisal of the real estate shown on that plat?

A Yes, I've had occasion to visit and to appraise this particular property.

52

8 And is this the same real estate which was acquired by the late Thomas Surgent in about the year 1917?

A According to title references and information supplied me, this is correct.

9 Will you describe generally this tract of real estate with respect to location, situation and improvements?

A The subject property is located on the west side of Bay Ridge Road, approximately 300 foot south of the old Bay Ridge Railroad right of way, and 300 foot north of the intersection of Bay Ridge Road and Forest Hills Avenue, being in the City of Annapolis, Maryland. The property fronts 100 foot on Bay Ridge Road, with an average depth therefrom of 758.50 foot. The length of the rear property line is approximately 345 foot. The land is generally level but somewhat below road grade in places. There is a natural drainage ditch across the front of the lot at Bay Ridge Road. All City utilities are available, including water, sewer, gas and electricity. The property is improved by a four-room frame dwelling of no value.

10 With respect to developments, where is this property located? That is, with respect to property which has been developed for other purposes, either as apartments or houses?

A Surrounding uses are approximately as follows: East across Bay Ridge Road is Victor Haven subdivision with the usual price range of homes $11,000.00 to $13,000.00. Just north of the subject is an 8 acre tract of undeveloped land. On the south is a residential lot supporting two dwellings. The west boundary line abuts, or at least appears to abut, a property currently being developed for a garden apartment project.

11 Do you know who the developer of that project is right off hand?

A I haven't followed that closely but it's the Coastal Development Company, I believe.

12 And what is the present use of the subject property?

A Well, the subject site is not in any use.

13 And no visible income being derived therefrom?

A No, there is no income or any productive use of the property.

14 What is the present zoning classification according to the City of Annapolis?

A According to the City Zoning Plat, the subject is zoned Residential C, which would permit eight residential units per acre of land.

15 And now, assuming that the testimony in this case shows that there are eight current owners of the subject property, in your opinion is this property subject to being divided in kind or partitioned in kind among the various owners?

A No, the property could not physically be divided so that each owner would receive an equal share. The only possible division in my opinion is the sale of the property and a division of the proceeds from the sale.

16 And what, in your opinion, is the current fair market value of this property?

A In my opinion the fair market value of the subject property is $15,000.00.

17 What would you recommend be done with this property at the present time?

A Well, I could only recommend that the property be offered on the market and that any bid to or in excess of $15,000.00 be accepted.

54

18 If the property were to be divided in kind or partitioned in kind among the various heirs, what would that do as far as the overall value of the entire tract?

A Well, certainly the property would not be as valuable if divided into parcels as it is as an entire unit. I think probably the only really good market for the property is to the abutting owner of the apartment project. I think that this person probably would pay a premium over and above anyone else, and that he would be the only interested purchaser in the entire tract.

35

QUESTION BY THE EXAMINER:

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

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

Answer No

Signature [signature]

LOUISE WISE, a witness of lawful age, being first duly sworn, deposes and says:

(MR. ANDERSON)

1 Now, Louise, please give us your full name and address?

A Louise Wise, 107 LaRue Square, Baltimore 21225.

2 And you are one of the plaintiffs in this case, is that correct?

A Yes.

3 What is your relationship to Thomas Surgent, Sr., the deceased in this case?

A Daughter, that's my father.

4 Now, will you please tell us when your father, Thomas Surgent, Sr., died?

A Thomas Surgent, Sr., died January 23, 1926.

5 And did he leave any last will and testament that you know of?

A No, he didn't.

6 And where did he die? Was he living on this property when he died?

A Annapolis, he died - living on the property when he died.

7 And what real estate did he die owning?

A He died owning the real estate where he lived on Bay Ridge Avenue.

8 And can you describe generally where that property is located?

A That property is located near what's presently Victor Haven.

9 About how big a piece of property is it?

A It's 3.35 acres.

10 Is this all of the same real estate which your father acquired by a deed dated August 24, 1917, from Carrie M. Hambruch, widow, which is recorded among the Land Records of Anne Arundel County in Liber G.W. No. 140, folio 87?

A Yes, it is.

11 Now, I'm going to show you a copy of a plat dated January 2, 1917, which Mr. J. Carson Boush, County Surveyor at the time, made. Will you look at the plat and tell us whether that shows the property?

A Yes, it does.

MR. ANDERSON: All right, let the record show that she's referring to Examiner's Exhibit No. 1.

(PHOTOSTAT COPY OF DEED RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER G.W. NO. 140, FOLIO 87 FILED HEREWITH MARKED EXAM INER'S EXHIBIT NO. 2)

(MR. ANDERSON)

12 What is now located on the property in the way of improvements?

A Well, it's a house on there, it's a six-room house there, and it's another little house what we used for tools. You might call it a tool house, where you keep odds and ends.

13 Well, this six-room house, is that where your father lived?

A Yes, it is.

14 Now what heirs did your father, Thomas Surgent ----

A Wait a minute, just one minute, the house that my father had lived in, that house was once burned down. The new house was erected there.

15 I see, all right. But he did live on this property?

A Yes, he did live on the property.

16 Now, what heirs did your father, Thomas Surgent, Sr., leave surviving him at the time of his death? Now, first of all, did he leave surviving him a wife?

A Yes, he did.

17 And what was her name?

A. Rachel Surgent.

18 In addition to his wife, Rachel Surgent, what other heirs did your father leave surviving him, and you can begin with yourself? Tell us their names?

MR. KLAWANS: That leaves it to her to decide who in law are heirs. Do you want to ask what children?

(MR. ANDERSON)

19 What children?

A Well, there would have been Ruth Penn; Thomas, Jr., Surgent; Radcliffe Surgent; and Earl Surgent; and Rachel Surgent; and Myrtle Surgent; and Louise Wise.

20 Did you mention Oliver?

A Oliver Surgent; there's eight of us. Eight children he left.

21 Did Rachel Surgent have a married name?

A You mean my mother or my sister?

22 Your sister.

A Well, she - she was married. She was a Duvall. She has been divorced.

23 All right, did your father leave surviving him any other children than the eight that you've mentioned?

A No, no others.

24 At the time that your father died, did he have any grandchildren by any other children who died before your father?

A No.

25 Then other than the eight children you've just mentioned, during his lifetime did your father have any other children?

A No, he didn't.

(MR. KLAWANS)

26 Then all of the eight children survived your father? They lived after your father?

A Yes, they did.

(MR. ANDERSON)

27 Now, in point of time, after the death of your father, Thomas Surgent, Sr., who was the next one among the eight children to die?

A Thomas Surgent, Jr., and I think that he died around - approximately around - 1930 or '31.

28 Where did he die?

A Well, we were living in Baltimore at that time.

29 Baltimore City?

A Um-hum.

30 To your knowledge, did Thomas ----

A Well, I think he was drowned in a place called Marley's Creek, so actually his death was an accidental death. He was drowned in a car in Marley's Creek. That's between Baltimore and Annapolis.

(MR. KLAWANS)

31 But his home was in Baltimore City?

A Yes, he lived on Saratoga Street, his home where he lived.

(MR. ANDERSON)

32 As far as you know, did Thomas Surgent, Jr., leave any last will and testament that you are familiar with?

A No, he didn't.

33 After the death of Thomas Surgent, Jr., who was the next person to die, in point of time?

A The next person to die was Myrtle Surgent, and she died the eighth month and the ninth day of '56.

34 That would be August 9, 1956, and where did she die?

A Washington.

35 And was she married at the time that she died?

A No, she wasn't married at all.

36 Did she leave surviving her any children or descendants?

A No, no one at all, just herself.

37 And she is your sister?

A She is my sister.

38 And was she a resident of the District of Columbia at the time she died?

A Yes, she was.

39 As far as you know, did Myrtle Surgent leave any last will and testament?

A No, she didn't.

40 Now, in point of time, who was the next person who died?

A The next person who died was Rachel Kent?

41 Now, who was Rachel Kent?

A That's my mother, that's the wife of Thomas.

42 I assume, then, that after the death of your father, Thomas Surgent, Sr., that your mother, Rachel Surgent, remarried?

A Yes, she did.

43 And who did she marry the second time?

A She married a Wesley Kent.

44 Now, with reference to when your mother, Rachel Surgent, died, when did Wesley Kent die? Was it before or after?

A Well, he died before my mother did but I don't recall the date.

45 That's all we need to know. Are you sure of that?

A Yes.

46 Now, where did your mother, Rachel Surgent Kent, die?

A In the Annapolis Hospital.

(MR. KLAWANS)

47 Was her home in Annapolis?

A Yes.

(MR. ANDERSON)

48 Where was she living?

A Bay Ridge Avenue.

49 On the same property?

A Same property, and I took her from there to the Hospital and she died in the Hospital.

50 What date did she die?

A She died on December 24, 1961.

51 Did she leave any last will and testament?

A No, she didn't.

(MR. KLAWANS)

52 Did she have any other children?

A No, she didn't.

(MR. ANDERSON)

53 In other words, she had no children except the same eight children which she had by Thomas Surgent, Sr.?

A That's right.

54 Now, in point of time, who is the next heir of your father to die?

A Well, the next one died was Earl Surgent. He died on March 15, 1962.

55 And where did he die?

A On the homestead, Bay Ridge Road.

56 Bay Ridge Road on the same property?

A Same property.

57 Was he married?

A No, he wasn't.

58 Did he leave any children or descendants surviving him?

A No, he hasn't any wife or no children, not as I know of.

59 Did he leave any last will and testament?

A No, he didn't.

60 Going back to your mother, at the time your mother, Rachel Surgent Kent, died, did she die as a widow?

A Yes, she did.

61 And she was not married at the time she died?

A No, she wasn't, because my stepfather died first. I don't know how many years it was, but he did die first.

62 Have any letters of administration been granted upon the personal estate of your mother, Rachel Surgent Kent; your brother, Earl Surgent; and your sister, Myrtle Surgent, that you know of?

A No.

63 Did any of those three, that is, Rachel Surgent Kent, Earl Surgent and Myrtle Surgent, have any personal estate or property other than their interest in this real estate?

A No, sir, they didn't.

64 In this case, are you asking the Circuit Court for Anne Arundel Court to decree a sale of this real estate and a division of the money among the various heirs?

A Yes.

65 And why are you asking the Circuit Court to do that?

A Because I don't feel that it could be settled any other way. Within my mind, it would be the most easiest way it could be settled among eight children - the size of the ground.

66 In other words, you do not feel that it could be divided in kind?

A Divided in kind? No, I don't.

67 Why?

A Well, as I said, for the amount of land it is, it'd be a little difficult to divide it up and by having a house on it, too, it just - I just say you couldn't divide it up evenly, and it's my mind, as I say, it would be the easiest way to - so each person would get his equal amount - by selling it and dividing it.

68 Is the property producing any income at the present time?

A Not anything at all.

69 What expenses exist with respect to the property?

A Taxes.

70 City and County?

A Yes.

MR. ANDERSON: I want to offer in the certified certificates of death of Thomas Surgent, Sr., Myrtle Surgent, Rachel Surgent Kent and Earl L. Surgent.

(CERTIFIED CERTIFICATES OF DEATH OF ABOVE NAMED PERSONS FILED HEREWITH MARKED EXAMINER'S EXHIBITS NOS. 3, 4, 5 and 6, RESPECTIVELY)

QUESTION BY THE EXAMINER:

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

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

Answer No.

Signature Louise Wise C

MARY SURGEON HALL, a witness of lawful age, having been first duly sworn, deposes and says:

(MR. ANDERSON)

1 Tell us your full name and address?

A Well, Mary Hall, 1810 Poplar Avenue, and I was married to Thomas Surgent.

2 Thomas Surgent, Jr.?

A Yes, that's right.

3 You live in the City of Annapolis, is that correct?

A Yes, sir.

4 And you've remarried since the death of Thomas Surgent, Jr.?

A Yes, sir.

5 What is your present husband's name?

A Alexander Hall.

6 And you and your husband, Alexander Hall, are two of the respondents in this case, aren't you? Two of the parties in this case?

A Yes.

7 When did your first husband, Thomas Surgent, Jr., die?

A Well, I'd say in 1931.

8 Do you know the date?

A Well, I'd say in 1931, September the 5th.

9 September the 5th?

A That's what I think.

10 And where did he die?

A Well, it was an accident on Marley Creek Bridge - at Marley Creek Bridge.

11 Was that in Anne Arundel County?

A Yes. Marley Creek.

12 Where were you and your husband, Thomas Surgent, Jr., living at the time he died?

A Well, we wasn't together at that time.

13 You were not together?

A No, sir.

14 Where was he living at that time?

A From all I know, he was in Baltimore.

15 Now, did your first husband, Thomas Surgent, Jr., leave any last will and testament?

A Not that I know about.

16 As far as you know, he didn't?

A No, sir.

17 In addition to yourself, what other heirs did Thomas Surgent, Jr., your first husband, leave surviving him?

A What children? Well, uh - it was - the first child, well, she's dead, that was Sadie, she's dead.

18 When did she die?

A Well, she died in uh - about a week old.

19 In other words, she died before your husband?

A Oh, yes.

20 What other children?

A Margaret Surgent, she was the next oldest.

21 Margaret Surgent, does she have a married name now?

A Margaret White, now.

22 Margaret Surgent White. All right.

A And then the next one was Richard and he's dead, and the next one was Mary Frances Surgent.

23 Is Mary Frances Surgent ---

A She's dead, too.

24 When did Mary Frances Surgent die?

A Oh, let's see now. Well, she lived three years. Mary Frances died in about '31, cause she lived to be three years old, you see.

25 Did Mary Frances Surgent die when she was three years old?

A Yes, sir.

26 And did she die before or after your husband, Thomas Surgent, Jr.?

A Before.

27 Before?

A Uh-huh, yes.

28 Now, were there any other children by your husband, Thomas Surgent Jr.?

A No, just them four.

29 In other words, the only two that lived to adulthood were your daughter, Margaret L. White, and your son, Richard M. Surgent, is that correct?

A That's correct.

30 Is Richard M. Surgent now living or dead?

A No, Richard is dead.

31 When did your son, Richard M. Surgent, die?

A In '60.

32 That would have been July 23, 1960?

A That's right.

MR. ANDERSON: We'll offer in at this time as Examiner's Exhibit the certificate of death of Richard M. Surgent.

(PHOTOSTAT COPY OF CERTIFICATE OF DEATH OF RICHARD M. SURGENT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 7)

(MR. ANDERSON)

33 Where did Richard M. Surgent die?

45

A Well, he was in Fort Howard for a long time but he died at a convalescent home on Pennsylvania Avenue.

34 Was he married or single at the time?

A He died single, at the time he died.

35 Did he leave any children or descendants surviving?

A No, sir, no children.

36 He, however, did leave a last will and testament?

A Yes, he did.

37 And has that last will and testament been offered for probate in the Orphans Court for Anne Arundel County?

A Yes.

38 Other than the persons that you've just described, did your first husband, Thomas Surgent, Jr., leave surviving him any other children other than the ones that you have just mentioned?

A No, no, he didn't.

39 Or any other descendants other than the ones you've just mentioned?

A Oh, no.

40 Any grandchildren?

A No.

41 And your husband was one of the children of Thomas Surgent, Sr. and his wife, Rachel Surgent, later Kent, is that correct?

A Yes, sir.

49

QUESTION BY THE EXAMINER:

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

If so, state same fully and at large in your answe

Answer No

Signature Mary Surgeon Hall

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

Let the record show that my name is Marvin H. Anderson, Attorney, 92 Franklin Street, Annapolis, Maryland. That at the request of my clients, Louise Wise and Ruth Penn, I have made an examination of the usual probate records and land records filed in the Court House at Annapolis, Maryland, and have found no last wills and testament of record with respect to any of the parties in this case who are now deceased, which is described in the previous testimony, with the single exception of the last will and testament of Richard McKinley Surgeon, spelled S-U-R-G-E-O-N, dated June 30, 1960, admitted to probate by the Orphans Court for Anne Arundel County on August 16, 1960, said Richard McKinley Surgent having died July 23, 1960; and further that no letters of administration have been taken out with respect to the personal estates of any of the deceased parties in this case, as previously described, with the exception that letters testamentary were issued upon the personal estate of the said Richard McKinley Surgent, whose personal estate was completely administered upon in the Orphans Court for Anne Arundel County, in Administrations No. 10,426.

(MR. KLAWANS)

1 Does this Will have bearing on the recent title in this case?

A Yes, the Will does have bearing and in that Will, Richard McKinley Surgent, bequeathed the rest and residue of his estate to his mother, Mary Hall, and his stepfather, Alexander Hall, and his sister, Margaret White, all parties in this case, share and share alike, all of whom are now living.

51

2 And he did not specifically devise his interest in this property?

A He did not.

QUESTION BY THE EXAMINER:

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

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

Answer No

Signature Benjamin H. Anderson

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

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

Witness my hand and seal this 20th day of February 1964.

Emanuel Klawans (SEAL)

Emanuel Klawans, Examiner

E.K. $25.00

A.G. $21.00 Paid

BALTIMORE CITY HEALTH DEPARTMENT
BUREAU OF VITAL RECORDS

BOOK 154 PAGE 452

ORDER NO. 4611

OCT 29 1963

PLEASE WRITE THE CAUSES OF DEATH CLEARLY AND LEGIBLY.

1 657

BALTIMORE CITY HEALTH DEPARTMENT

CERTIFICATE OF DEATH

X 60 07657 Registered No. 60 07659

BIRTH NO

1. NAME OF DECEASED (Type or Print): Richard M. Surgeon

2. DATE OF DEATH: 7/23/60

3. PLACE OF DEATH IN BALTIMORE, MARYLAND

FULL NAME OF HOSPITAL OR INSTITUTION (IF NOT IN HOSPITAL OR INSTITUTION, GIVE STREET ADDRESS OR LOCATION): George Washington Carver, 607 Penn. Ave

4. USUAL RESIDENCE (Where deceased lived. If institution: residence before admission)
A. STATE: [illegible]
B. COUNTY: [illegible]
C. CITY OR TOWN (If outside city limits, write RURAL and give township): [illegible]
D. STREET ADDRESS (If rural, give location): [illegible] 52-10

5. SEX: M
6. COLOR OR RACE: Col
7. SINGLE, MARRIED, WIDOWED, DIVORCED (Specify): Single
8. DATE OF BIRTH: 12-3-1925
9. AGE (In years last birthday): 34
If Under 1 Year: Months / Days
If Under 24 Hours: Hours / Min.

10.A USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): [illegible]
10B. KIND OF BUSINESS OR INDUSTRY: [illegible]
11. BIRTHPLACE (State or foreign country): Maryland
12. CITIZEN OF WHAT COUNTRY? U.S.A.

13. FATHER'S NAME: [illegible] Surgeon
14. MOTHER'S MAIDEN NAME: Mary Jones

15. Was Deceased Ever In U. S. Armed Forces? (Yes, no or unknown) (If yes, give war or dates of service): [illegible]
16. SOCIAL SECURITY NO.:
17. INFORMANT: Mary Hall 1810 Popular St.

MEDICAL CERTIFICATION

18. 345X

I DISEASE OR CONDITION DIRECTLY LEADING TO DEATH (This does not mean the mode of dying, e.g., heart failure, asthenia, etc. It means the disease, injury or complication which caused death.)

CAUSE OF DEATH

(A) Multiple Sclerosis — INTERVAL BETWEEN ONSET AND DEATH: 2-3 yrs.

DUE TO

ANTECEDENT CAUSES

DISEASES OR CONDITIONS, IF ANY, GIVING RISE TO THE ABOVE CAUSE (A) STATING THE UNDERLYING CONDITION LAST.

(B)

DUE TO

(C)

II OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO THE DEATH BUT NOT RELATED TO THE DISEASE OR CONDITION CAUSING IT.

IF OPERATION WAS RELATED TO CAUSE OF DEATH, ENTER IN PART I OR PART II: 0

19A. DATE OF OPERATION:

19B. CONDITION FOR WHICH OPERATION WAS PERFORMED:

20. AUTOPSY? YES ☐ NO ☐

21A. ACCIDENT WAS UNDERLYING ☐ OR CONTRIBUTING ☐ CAUSE OF DEATH (NOTIFY MEDICAL EXAMINER)

21B. PLACE OF INJURY (e.g., in or about home, farm, factory, street, office bldg, etc.)

21C. WHERE DID INJURY OCCUR? (If in Baltimore City, give exact location)

21D. TIME OF INJURY (Month) (Day) (Year) (Hour)

21E. INJURY OCCURRED: WHILE AT WORK ☐ NOT WHILE AT WORK ☐

21F. HOW DID INJURY OCCUR?

22. I certify that (I) (this hospital) attended the deceased from May 13, 1960 to July 23, 1960 that (I) (we) last saw the deceased alive on July 23, 1960 and that in (my) (our) opinion death occurred at 2:00 p.m., from the causes and on the date stated above.

23A. SIGNATURE: Wade Roy Berry M. D. ATTENDING PHYS. ☐ MED. DIRECTOR ☐ STAFF PHYS. ☐

23B. ADDRESS: 1228 N. Caroline St.

23C. DATE SIGNED: July 24 '60

24A. BURIAL, CREMATION, REMOVAL (Specify): [illegible]

24B. DATE: 7-24-60

24C. NAME OF CEMETERY OR CREMATORY: Pine Lawn

24D. LOCATION (City, town, or county): Bergen (State): Md.

25A. DATE REC'D BY HEALTH DEPT.: JUL 27 1960

25B. NAME OF REGISTRAR: Huntington Williams, M.D.

25C. FUNERAL DIRECTOR: [illegible] ADDRESS: [illegible]

VS 150

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE COPY OF A CERTIFICATE ON FILE IN THE BALTIMORE CITY HEALTH DEPARTMENT, BALTIMORE, MARYLAND.

Sidney Morton
DIRECTOR, BUREAU OF VITAL RECORDS

Robert E. Farber, M.D.
COMMISSIONER OF HEALTH AND REGISTRAR

1964 FEB 20 PM 2:42

WARNING: DO NOT ACCEPT THIS TRANSCRIPT UNLESS THE OFFICIAL DEPARTMENTAL SEAL IS AFFIXED HEREON.

Edi J

55

BOOK 154 PAGE 453

OCT 29 1963

MARYLAND STATE DEPARTMENT OF HEALTH

Division of STATISTICAL RESEARCH AND RECORDS, 301 W. PRESTON STREET, BALTIMORE 1, MARYLAND

02742

MEDICAL EXAMINER'S CERTIFICATE OF DEATH

02735

1. DATE OF DEATH
a. COUNTY: Anne Arundel Co. MARYLAND
b. CITY OR TOWN (If outside corporate limits, write RURAL and give nearest town): Annapolis
c. LENGTH OF STAY IN 1b: life
d. NAME OF HOSPITAL OR INSTITUTION (if not in hospital, give street address): Anne Arundel General Hospital

2. USUAL RESIDENCE (Where deceased lived, if institution: Residence before admission)
a. STATE: Maryland
b. COUNTY: Anne Arundel
c. CITY OR TOWN (If outside corporate limits, write RURAL and give nearest town): X RURAL
d. STREET ADDRESS: Box 16 - Bay Ridge Road
e. IS RESIDENCE ON A FARM? YES ☐ NO ☒

3. NAME OF DECEASED (Type or print): First EARL Middle L. Last SURGEON
4. DATE OF DEATH: Month March Day 15 Year 1962
5. SEX: male
6. COLOR OR RACE: colored
7. MARRIED ☒ NEVER MARRIED ☐ WIDOWED ☐ DIVORCED ☐
8. DATE OF BIRTH: Oct. 20 - 1910
9. AGE (in years last birthday): 5[illegible] yrs. IF UNDER 1 YEAR: Months Days IF UNDER 24 HRS.: Hours Min.
10a. GENERAL OCCUPATION (Give kind of work done during most of working life, even if retired): Gen. Utilities
10b. KIND OF BUSINESS OR INDUSTRY: **********
11. BIRTHPLACE (State or foreign country): A.A.Co. Maryland
12. CITIZEN OF WHAT COUNTRY? U.S.A.
13. FATHER'S NAME: Thomas Surgeon
14. MOTHER'S MAIDEN NAME: Rachel Grayson
15. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes, no, or unknown) No (If yes give war or dates of service)
16. SOCIAL SECURITY NO.: Unknown
17. INFORMANT: Louise Wise-107 LaRue Square, Balt. Md. Address

18. CAUSE OF DEATH (Enter only one cause per line for (a), (b), and (c).)
PART I. DEATH WAS CAUSED BY: IMMEDIATE CAUSE (a) Gunshot wound left chest with hemothorax
981 X
DUE TO (b)
DUE TO (c)
Conditions, if any, which gave rise to immediate cause (a), stating the underlying cause last.
INTERVAL BETWEEN ONSET AND DEATH

PART II. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO THE TERMINAL DISEASE CONDITION GIVEN IN PART 1(a)
19. WAS AUTOPSY PERFORMED? YES ☒ NO ☐

20a. EXTERNAL CAUSE WAS PRIMARY ☐ or CONTRIBUTING ☐ CAUSE OF DEATH.
20b. DESCRIBE HOW INJURY OCCURED. (Enter nature of injury in Part I or Part II of Item 18.)
20c. TIME OF INJURY: Hour a.m. p.m. Month, Day, Year 19
20d. INJURY OCCURRED: While at work ☐ Not While at work ☐
20e. PLACE OF INJURY (Home, farm, factory, street, office bldg., etc.)
20f. (City or town) (County) (State)

21. I certify that I took charge of the remains described above, held an Autopsy ☒ Inspection ☐ Inquiry ☐ and in my opinion death resulted from: Natural causes ☐ Accident ☐ Suicide ☐ Homicide ☒ Undetermined manner ☐

CHIEF MEDICAL EXAMINER ☐
ASSISTANT MEDICAL EXAMINER ☒
DEPUTY MEDICAL EXAMINER ☐

SIGNATURE: Rudiger Breitenecker M.D.
DATE SIGNED: March 16, 1962
Address (Street, city, town, or county)

SIGNATURE'S NAME (Type): Rudiger Breitenecker, M.D.

22a. CREMATION, INTERNAL (Specify): Burial
22b. DATE THEREOF: 3-20-62
22c. NAME OF CEMETERY OR CREMATORY: Annapolis - Neck
22d. LOCATION (City, town, or country) (State): Annapolis, Maryland

23. NAME OF DIRECTOR: [illegible] Hicks 111
ADDRESS: Annapolis, Maryland
24a. REC'D BY REGISTRAR: DATE MAR 23 '62
24b. REGISTRAR'S SIGNATURE: Arthur S. Krause

Exh k

BOOK 154 PAGE 454

OCT 29 1963

MARYLAND STATE DEPARTMENT OF HEALTH

DIVISION OF STATISTICAL RESEARCH AND RECORDS, 301 W. PRESTON STREET, BALTIMORE 1, MARYLAND

13447

CERTIFICATE OF DEATH

13427

1. PLACE OF DEATH
a. COUNTY: Anne Arundel
b. CITY OR TOWN (If outside corporate limits, write RURAL and give nearest town): Annapolis
c. LENGTH OF STAY IN 1b: MARYLAND
d. NAME OF HOSPITAL OR INSTITUTION (if not in hospital, give street address): Anne Arundel General Hospital

2. USUAL RESIDENCE (Where deceased lived, if institution: Residence before admission)
a. STATE: Maryland
b. COUNTY: Anne Arundel
c. CITY OR TOWN (If outside corporate limits, write RURAL and give nearest town): 10 Annapolis
d. STREET ADDRESS: 1 15 Bay Ridge Avenue
e. IS RESIDENCE ON A FARM? YES ☐ NO ☒

3. NAME OF DECEASED (Type or print): First: Rachael; Middle: SURGEON; Last: KENT

4. DATE OF DEATH: Month: December; Day: 24; Year: 1961

5. SEX: Female

6. COLOR OR RACE: Negro

7. MARRIED ☐ NEVER MARRIED ☐ WIDOWED ☒ DIVORCED ☐

8. DATE OF BIRTH: Aug. 10, 1896

9. AGE (In years last birthday): 65 yrs. IF UNDER 1 YEAR: Months / Days. IF UNDER 24 HRS.: Hours / Min.

10a. USUAL OCCUPATION (Give kind of work considering most of working life, even if retired): Domestic

10b. KIND OF BUSINESS OR INDUSTRY:

11. BIRTHPLACE (County & State, or foreign country): Maryland

12. CITIZEN OF WHAT COUNTRY? U. S. A.

13. FATHER'S NAME: Hardson Grayson

14. MOTHER'S MAIDEN NAME: Unknown

15. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes, no, unknown) (If yes give war or dates of service): No

16. SOCIAL SECURITY NO.: Unknown

17. INFORMANT: Louise Wise - 107 Larue Square - Balt Md.

18. CAUSE OF DEATH (Enter only one cause per line for (a), (b), and (c).)

PART I. DEATH WAS CAUSED BY: IMMEDIATE CAUSE (a): Pulmonary Edema — INTERVAL BETWEEN ONSET AND DEATH: 48 hrs.

450.0

DUE TO (b): Congestive Heart Failure — 48 hrs.

DUE TO (c): Generalized Arteriosclerosis — 10 yrs.

Conditions, if any, which gave rise to immediate cause (a) stating the underlying cause last.

PART II. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO THE TERMINAL DISEASE CONDITION GIVEN IN PART I(a).

19. WAS AUTOPSY PERFORMED? YES ☐ NO ☐

20a. ACCIDENT WAS UNDERLYING ☐ CONTRIBUTING ☐ CAUSE OF DEATH (IF NOT, NOTIFY MEDICAL EXAMINER)

20b. DESCRIBE HOW INJURY OCCURED. (Enter nature of injury in Part I or Part II of item 18.)

20c. TIME OF INJURY: Month, Day, Year; Hour a.m. p.m. 19

20d. INJURY OCCURRED: While at work ☐ Not While at work ☐

20e. PLACE OF INJURY (Home, farm, factory, street, office bldg., etc.)

20f. (City or town) (County) (State)

I certify that (I) (this hospital) attended the deceased from Dec. 23, 1961, to Dec. 24, 1961, that (I) (was) last saw the deceased alive on Dec. 24, 1961, and that death occured at 4 PM, from the causes and on the date stated above.

SIGNATURE: Theodore H. Johnson M.D.

ATTENDING PHYS. ☒ MED. DIRECTOR ☐ STAFF PHYS. ☐

22b. DATE SIGNED: 12/28/61

PHYSICIAN'S NAME (Type): Theodore H. Johnson, M. D.

22d. ADDRESS: 37 Calvert St., Annapolis, Maryland

23a. BURIAL, CREMATION, REMOVAL (Specify): Burial

23b. DATE THEREOF: 12-28-61

23c. NAME OF CEMETERY OR CREMATORY: Annapolis Neck

23d. LOCATION (City, town or county) (State): Annapolis - Md.

24. FUNERAL DIRECTOR'S SIGNATURE: C. E. Hicks III

ADDRESS: Annapolis - Md.

25a. REC'D BY REGISTRAR: DATE JAN 5 '62

25b. REGISTRAR'S SIGNATURE: [signature]

Ech-5

BOOK 154 PAGE 455

DISTRICT OF COLUMBIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATE OF DEATH

File No. 56 5801

1. PLACE OF DEATH

Washington, D. C. | NAME OF HOSPITAL OR INSTITUTION (If not in hospital, give street address): D.C. General Hosp | LENGTH OF STAY IN Washington, D. C.: 8 yrs | Hospital

2. USUAL RESIDENCE (Where deceased lived. If institution: Residence before admission).

a. STATE | b. COUNTY | c. CITY, TOWN, OR LOCATION: Wash. D.C.

d. STREET ADDRESS: 1408 10th St N.W. | e. IS RESIDENCE INSIDE CITY LIMITS? YES ☑ NO ☐ | f. IS RESIDENCE ON A FARM? YES ☐ No ☑

3. NAME OF DECEASED (Type or print): First Myrtle Middle Last Surgeon | 4. DATE OF DEATH: Month 8 Day 9 Year 56

5. SEX: Female | 6. COLOR OR RACE: Col | 7. MARRIED ☐ NEVER MARRIED ☑ WIDOWED ☐ DIVORCED ☐ | 8. DATE OF BIRTH | 9. AGE (In years last birthday): 41 | IF UNDER 1 YEAR: Months, Days | IF UNDER 24 HRS: Hours, Min.

10a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired) | 10b. KIND OF BUSINESS OR INDUSTRY | 11. BIRTHPLACE (State or foreign country): M.D. | 12. CITIZEN OF WHAT COUNTRY? U.S.A.

13a. FATHER'S NAME: Thomas Surgeon | 13b. MOTHER'S MAIDEN NAME: Rachel Grayson | 14. NAME OF SURVIVING SPOUSE

15. WAS DECEASED EVER IN U. S. ARMED FORCES? (Yes, no, or unknown) (If yes, give war, dates of service) | 16. SOCIAL SECURITY NO. | 17. INFORMANT: Oliver Surgeon Brother | RELATIONSHIP TO DECEASED

18. CAUSE OF DEATH [Enter only one cause per line for (a), (b), and (c).]

PART I. DEATH WAS CAUSED BY:

IMMEDIATE CAUSE (a) Uremia | INTERVAL BETWEEN ONSET AND DEATH

Conditions, if any, which gave rise to above cause (a), stating the underlying cause last.

DUE TO (b) Renal Suppression

DUE TO (c) 2nd & 3rd degree burns 50% of body

PART II. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO THE TERMINAL DISEASE CONDITION GIVEN IN PART I(a)

19. WAS AUTOPSY PERFORMED? YES ☐ NO ☐

20a. ACCIDENT ☐ SUICIDE ☐ HOMICIDE ☐ | 20b. DESCRIBE HOW INJURY OCCURRED. (Enter nature of injury in Part I or Part II of item 18.) Working in bed at home 8/9/56

20c. TIME OF INJURY Hour a. m. p. m. Month, Day, Year

20d. INJURY OCCURRED: WHILE AT WORK ☐ NOT WHILE AT WORK ☑ | 20e. PLACE OF INJURY (e. g., in or about home, farm, factory, street, office bldg., etc.): Home | 20f. CITY, TOWN, OR LOCATION: Wash. D.C. | COUNTY | STATE

21. I attended the deceased from _____ to _____ and last saw her/him alive or Death occurred at _____ m on the date stated above; and to the best of my knowledge, from the causes stated.

22a. SIGNATURE: [signature] M. D. | 22b. ADDRESS: [illegible] | 22c. DATE SIGNED: 8/10/56

23a. BURIAL ☐ CREMATION ☐ REMOVAL ☐ | 23b. DATE: [illegible] | 23c. NAME OF CEMETERY OR CREMATORY: [illegible] | 23d. LOCATION (City, town, or county): [illegible] (State): [illegible]

24. UNDERTAKER: [illegible] | ADDRESS: [illegible] | 25. UNDERTAKER'S REGISTRATION NUMBER: 5[illegible]

REMARKS:

DEC 6 - 1963

Provided it bears the IMPRESSED SEAL of the District of Columbia Department of Public Health and shows no evidence of erasures or alterations, it is certified that the above is a true and correct reproduction of the original certificate filed in the Vital Statistics Section of that Department.

FILED

1964 FEB 20 PM 2:41

Pietro Giancoli
Chief, Vital Statistics Section

58

OF DEATH
a

00181

STATE OF MARYLAND
CERTIFICATE OF DEATH

(44)

Registration Dist. No. 4

Ampoli Neck (No. ____ St. ____ Ward) (If death occurred in a hospital or institution, give its NAME instead of street and number.)

FULL NAME Thomas Surgeon

...ONAL AND STATISTICAL PARTICULARS

1 COLOR OR RACE: Colored
5 SINGLE, MARRIED, WIDOWED OR DIVORCED (Write the word): Married

...TH: Unknown (Month) (Day) 1 (Year)

50 yrs. ... mos. ... ds. | If LESS than 1 day ... hrs. or ... min. ?

...ION: Farmer
...ar kind of work
...ral nature of industry
...or establishment in
...ployed or (employer)

...CE (City or country): A. A. Co Md.

...ME OF FATHER: Foster Surgeon

...CE OF FATHER (State or country): A. A. Co. Md.

...EN NAME OF MOTHER: Unknown

...CE OF MOTHER (State or country): Unknown

...ORE IS TRUE TO THE BEST OF MY KNOWLEDGE

...ature) Rachel Surgeon

(Address) Ampoli R. F. D. Md.

Jan 25 1926 Jayle C. Fryer M.D. Registrar

MEDICAL CERTIFICATE OF DEATH

16 DATE OF DEATH 1/23, 1926
(Month) (Day) (Year)

17 I HEREBY CERTIFY, That I attended the deceased from 1/19, 1926, to 1/23, 1926, that I last saw h— alive on 1/22, 1926, and that death occurred on the date stated above, at 7.35 a. m.

The CAUSE OF DEATH* was as follows:

Cancer of Stomach

(Duration) ... yrs. ... mos. ... ds.

Contributory Secondary

(Duration) ... yrs. ... mos. ... ds.

(Signed) A. E. Bryd M. D.

1/23 1926 (Address) Ampoli Md.

*State the Disease Causing Death, or, in deaths from Violent Causes, state (1) Means of Injury; and (2) whether Accidental, Suicidal or Homicidal.

18 LENGTH OF RESIDENCE (For Hospitals, Institutions, Transients, or Recent Residents)

At place of death ... yrs. ... mos. ... da. In the State ... yrs. ... mos. ... da.

Where was disease contracted, if not at place of death?

Former or usual residence

19 PLACE OF BURIAL OR REMOVAL: Ampoli Neck | DATE OF BURIAL: Jan 26 1926

20 UNDERTAKER: John M. Sayler | ADDRESS: Ampoli Md.

If more blanks are needed, address State Registrar, 16 W. Saratoga St., Balto.. Requesting V. S. No. 1

BOOK 154 PAGE 456

I HEREBY CERTIFY THAT THE ATTACHED IS A TRUE COPY OF A RECORD ON FILE WITH THE DIVISION OF STATISTICAL RESEARCH AND RECORDS

VALID ONLY WITH IMPRESSED SEAL

NOV 5 1963

DATE ISSUED

VITAL RECORDS SECTION

CHIEF

FEB 3 1961

9W-140-87
Recorded 8/25/1917

[illegible] made this 24th day of August, 1917, by and be- [illegible] Hambruch, widow, party of the first part, and Thomas [illegible], of the second part, both of Anne Arundel County, [illegible]:-

WHEREAS, by a contract of sale, dated October 16, 1915, [illegible] among the Land Records of Anne Arundel County in Liber [illegible] No. 121, folio 84, Frederick W. Hambruch, now deceased, and [illegible] said Carrie M. Hambruch, his wife, sold the said party of the second part the tract of land hereinafter mentioned; and

WHEREAS, since the execution of the said contract of sale, it has been discovered that the said tract of land mentioned therein, does not contain the number of acres intended to be conveyed, and the said party of the first part has agreed to convey an extra piece containing about [illegible] of an acre, from her land, lying to the southwest thereof and northeast of the tract of land described in said contract of sale, which has been surveyed and added to the tract mentioned in said contract of sale, and intended to be conveyed, as a whole, by this deed.

NOW, THEREFORE, THIS DEED WITNESSETH:- That for and in consideration of the sum of Ten dollars ($10.00), and other good and valuable considerations, paid by the party of the second part [illegible] party of the first part, the receipt whereof is hereby acknowledged, and [illegible] assumption of a mortgage, now reduced to Four [illegible] ($1[illegible]), held against said property by James R. [illegible] dated June [illegible], 1916, recorded among the Anne Arundel Land Records in Liber [illegible] No. [illegible], folio 481, [illegible] the first part does hereby grant and convey unto [illegible] party of the second part, his heirs and assigns

[illegible] tract of land situate in the [illegible] election [illegible] Arundel County, Maryland, on the northwest side

Released OK

FILED
1964 FEB 20 PM 2:41 Ch. 2 E/Clawson, Examiner

60

[illegible] County Road, leading from Eastport to Bay Ridge, near Eastport, and also near the right of way of the Bay Ridge Railroad Com- [illegible] and more particularly described as follows:-

Beginning for the same on the said northwest side of the [illegible] Road, - 600 feet from the right of way of said Railroad, - - - - - - - - - and running from thence south, 32 degrees, west, 100 feet to a stake; thence leaving said road and running north, 61 degrees, 30 minutes, west, 667 feet to a stake; thence north, 46 minutes, east, 245 feet to a stone, in the line of the property now owned by the said Carrie M. Hambruch; thence with the line of said property, south, 47 degrees, 15 minutes, east, 850 feet to the place of beginning; containing 3.35 acres of land, as shown by a plat and survey thereof made by J. Carson Boush, County Surveyor, January 2, 1917, which plat is intended to be recorded [illegible] among the aforesaid Land Records. It being the same property conveyed to the said Frederick W. Hambruch and Carrie M. Hambruch, his wife, by George E. Hullman, Attorney, by deed dated June 15, 1914, recorded among the aforesaid Land Records in Liber J. H. No. 108, folio 99; and a part of the property which was conveyed to the said Frederick W. Hambruch and wife by Matilda [illegible] Sears and husband, by deed dated September 9, 1912, recorded among the aforesaid Land Records in Liber H. W. No. 94, folio 365.

[illegible] with the buildings and improvements thereon, and [illegible] ways, waters, privileges and appurtenances thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the above described tract of land unto and [illegible] the proper use and benefit of the said Thomas Surgent, his heirs and assigns, forever, in fee-simple; subject, however, to the aforesaid mortgage.

AND the said party of the first part hereby covenants

61

[illegible] one will warrant specially the property, hereby intended to [illegible], she will execute such other and further assurances of [illegible]

Witness the hand and seal of the said grantor,

Test:-

Caroline M. Hambruch (SEAL)

[illegible]

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

I hereby certify, that on this 24th day of August 1911, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Carrie M. Hambruch, widow, and acknowledged the aforegoing deed to be her act.

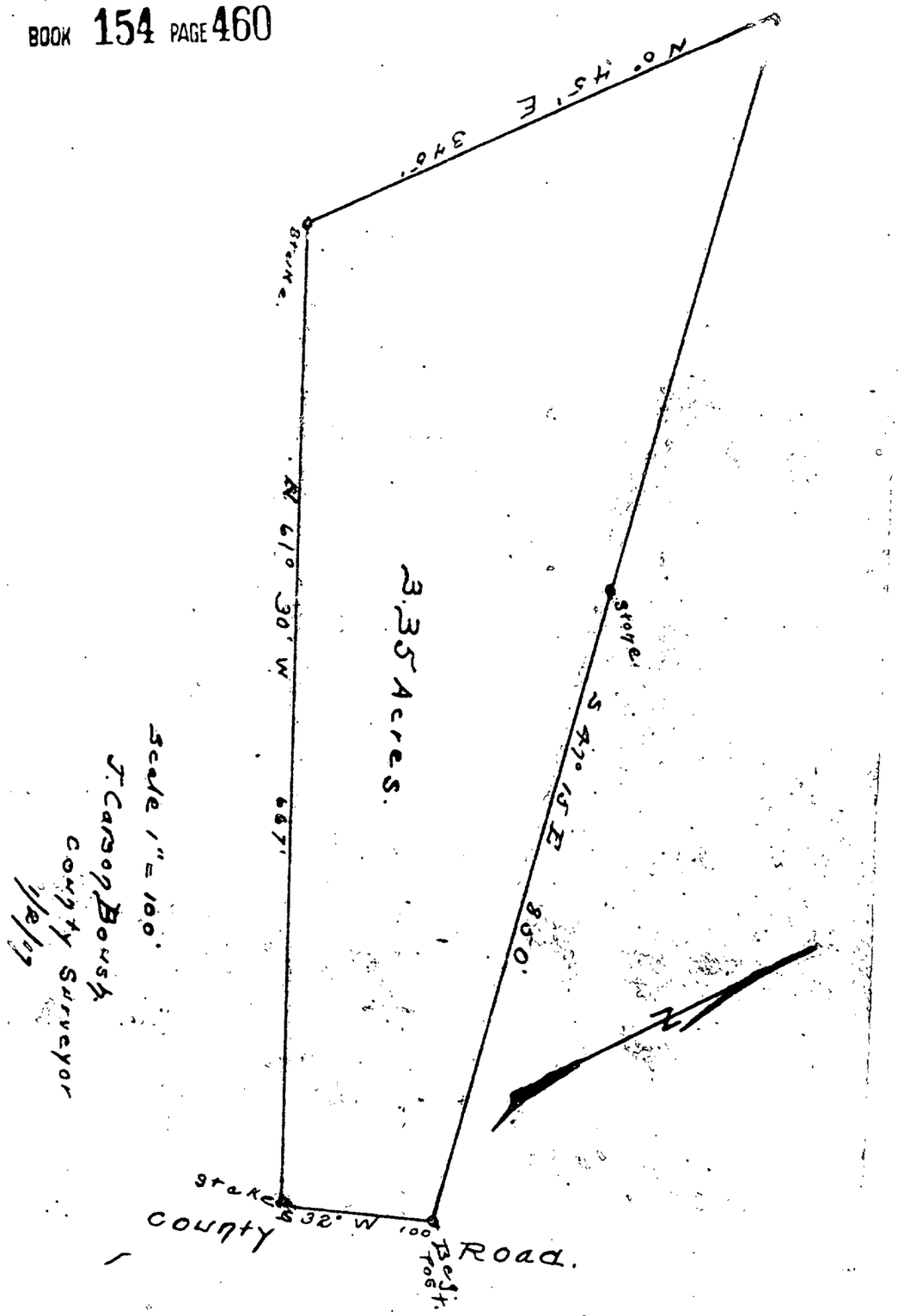
Witness my hand and notarial seal.

(notary seal)

[illegible]
Notary Public.

62

BOOK 154 PAGE 460



FILED

1964 FEB 20 PM 2:41

E. Klawans, Exam.

43

ANDERSON & ANDERSON
ATTORNEYS AT LAW
92 FRANKLIN STREET
ANNAPOLIS, MD.

MARVIN I. ANDERSON
MARVIN H. ANDERSON
RICHARD G. ANDERSON

TELEPHONE
COLONIAL 8-5035

BOOK 154 PAGE 461

January 27, 1964

Mr. Radcliffe Surgent
107 LaRue Square
Baltimore 25, Maryland

Dear Sir:

This letter will inform you that testimony will be taken before one of the Standing Examiners in Equity of the Circuit Court for Anne Arundel County in connection with case number 15,977 Equity now pending in said Court. This testimony will be taken at 9:30 A.M. on February 11, 1964, in the Grand Jury Room on the second floor of the Anne Arundel County Court House, Church Circle, Annapolis, Anne Arundel County, Maryland. The purpose of the testimony will be to substantiate the allegations contained in the Bill of Complaint filed in said Equity cause, a copy of which was recently served upon you as one of the respondents.

It is not necessary for you to be present at the taking of this testimony; however, you may attend, if you desire, and you may also have with you at that time any witness or witnesses whom you might desire to have testify on your behalf at that time.

Yours very truly,

Marvin H. Anderson

Marvin H. Anderson

MHA:db

FILED
'64 FEB 10 AM 10:03

14

ANDERSON & ANDERSON
ATTORNEYS AT LAW
92 FRANKLIN STREET
ANNAPOLIS, MD.

BOOK 154 PAGE 462

REGISTERED
NO. 4505

Eq Hy 15,977

No Answer
Left Notice 1-29-64
2 [illegible]

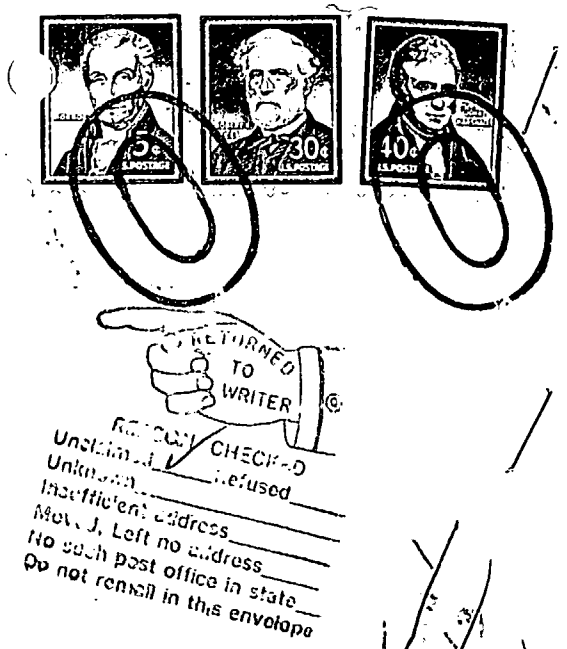
Mr. Radcliffe Surgent

107 LaRue Square

Baltimore, Maryland

REGISTERED MAIL
RETURN RECEIPT REQUESTED

RETURN RECEIPT REQUESTED



FEB 10 1964

LOUISE WISE, ET AL, : No. 15,977 Equity

Plaintiffs, In The Circuit Court For

v. Anne Arundel County.

RADCLIFFE SURGENT, ET AL, :

Defendants.

REPORT OF MASTER IN CHANCERY

11/12/63 Ruth Penn and Louise Wise sue for partition sale of realty in Anne Arundel County.

The bill of complaint alleges, and the evidence establishes, the following:-

1. Thomas Surgent died in 1926, intestate, owning 3.35 acres across from Victor Haven development, conveyed to him by deed from Carrie Hambruch dated 8/24/17 recorded T.W. 140 folio 87 filed in evidence as Exhibit 2. The property is on Bay Ridge oad near Forest Hills, fronts 100 feet on Bay Ridge Road, has an average depth of 758 feet, rear line 345 feet. It is improved by a one story, frame, composition roof, four room dwelling that is vacant and in poor repair. All city utilities are available. Carroll T. Worthington and Maurice C. Ogle, real estate brokers, value the property at $15,000. They and others state it cannot be divided in kind among eight co-owners, without loss of value, or at all.

2. Louise Wise, daughter of Thomas Surgent, testifies that he was survived by his wife, Rachel Surgent, ~~and by his children:~~ who remarried and became Rachel Surgent Kent, and by his eight children:- Ruth Penn, Thomas Surgent, Jr., Radcliffe Surgent, Earl Surgent, Rachel Duvall, Myrtle Surgent, Oliver Surgent, Louise Wise. He had no other children or descendants.

FILED 1964 FEB 20 PM 2:42

3. Thomas Surgent, Jr. died intestate in 1930, intestate, survived by his wife, Mary Surgeon Hall now married to Alexander Hall, and by his children:- Margaret White and Richard M. Surgent. Richard M. Surgent died in 1960, unmarried, leaving a will offered for probate in the local Orphans Court by which he gave the rest and residue of his estate to Mary Hall who is his mother, Alexander Hall who is his step father, and Margaret

C5

white who is his sister, share and share alike.

4. Myrtle Surgent died 1956, unmarried, without children or descendants, intestate.

5. Rachel Kent , former wife of Thomas Surgent Sr., died 1961, intestate. Her husband,Wesley Kent, pre-deceased her. She had no other children than those before named.

6. Earl Surgent died in 1962, without wife, child or descendant, intestate.

No letters of administration have been taken out on the personal estates of any of the deceased persons, except Richard M. Surgent whose personal estate has been completely administered.

Title to the property appears to be in the following persons:

1. Louise Wise, plaintiff,

2. Ruth Penn, plaintiff,

3. Mary Surgent Hall, who has filed answer in this proceeding by John H. Hopkins, IV, her solicitor.

4. Alexander Hall, who has filed answer [illegible]

5. Margaret l. White, who has filed answer [illegible]

6. Radcliffe Surgent, who was served with subpoena and against whom a decree pro confesso has been granted, with leave to take testimony.Military affidavit 1/23/64, filed. 1/23/64

7. Rachel Duvall, who was served with subpoena, and has filed answer.

8. Oliver Surgent, who has filed answer.

12/20/64 The testimony was filed.

As all parties but the two plaintiffs have waived Rule 580, the plaintiffs' solicitor may submit for immediate decree. The decree herewith submitted is recommended.

E K Lawrence
Master In Chancery

LL

BOOK 154 PAGE 465

LOUISE WISE and another, Complainants	*	NO. 15,977 EQUITY
	*	IN
vs.		
	*	THE CIRCUIT COURT FOR
RADCLIFFE SURGENT and others, Respondents	*	ANNE ARUNDEL COUNTY

STIPULATION AND WAIVER

Whereas, Louise Wise and Ruth Penn, the complainants, have filed a Bill of Complaint in this cause against the respondents, it is agreed by and between all of the parties to this cause of action that in the event the Circuit Court for Anne Arundel County passes a final decree the following provisions thereof shall be binding upon each of the undersigned parties and shall be incorporated in the said final decree:

1. That in lieu of the usual public sale by auction of the real estate referred to in this cause of action the trustee appointed to make the sale of said real estate shall be authorized and empowered to sell all of said real estate at a private sale for not less than twenty thousand ($20,000.00) dollars in cash, of which not less than two thousand ($2,000.00) dollars in cash shall be paid as a deposit on the day of the sale and the balance in cash on the final ratification of such sale by the said Circuit Court, or all cash at the option of the purchaser or purchasers, any deferred payment to bear interest from the day of sale at the rate of six (6%) per centum per annum; and that the said trustee shall be authorized and empowered to make such private sale without first advertising and offering the said real estate for sale at public auction to the highest bidder.

2. That in the event the said real estate is sold at a private sale in the manner hereinbefore provided in paragraph one, supra, the trustee appointed to make such sale, as aforesaid, shall be authorized and empowered to defer the final settlement date for the payment of the unpaid purchase price by the purchaser for not more than ninety (90) days after the day of sale, provided the purchaser or purchasers at said private sale agree to pay interest on the unpaid purchase price from the day of sale at the rate of six (6%) per centum per annum.

67

3. That the trustee appointed to make such sale shall, in addition, be authorized and empowered to make a sale or sales of said real estate at either public or private sale to the best advantage and upon the terms and conditions above set forth, except that if the property is not sold at a private sale upon the terms and conditions described in paragraph one, supra, the said trustee shall be authorized and empowered to sell said real estate at a public sale or sales for the highest price obtainable at such sale or sales at any time and may withdraw said property from any of said public sales at any time.

4. That all of the parties hereto affirmatively waive any requirement that said property be advertised and offered for sale at a public auction sale before the same is sold at a private sale by said trustee.

5. That upon the ratification by the Circuit Court for Anne Arundel County of any sale of said real estate in the manner hereinbefore described, and upon payment to the said trustee of the whole amount of the purchase money for same in whatever amount that may be, it is hereby agreed and stipulated and covenanted that the said Trustee shall by a good and sufficient deed to be executed and acknowledged by said Trustee, agreeable to law, convey to the purchaser or purchasers of said property and to his, their, her or its heirs and successors, the said property so sold free, clear, and discharged of all claims of the parties to this cause and of any persons claiming by, from or under them or any of them.

6. That each of the undersigned hereby affirmatively waives the provisions of Section p of Rule 580 of the Maryland Rules of Procedure and affirmatively consents to the immediate passage of a decree in this cause of action by the Circuit Court for Anne Arundel County.

WITNESS:

_____
(As to L. W.)

_____
(As to R. P.)

Louise Wise (SEAL)
Louise Wise

Ruth Penn (SEAL)
Ruth Penn

68

WITNESS:

James L. Bundy (As to R. S.)

James L. Bundy (As to O. S.)

Mary White (As to R. D.)

(As to M. S. H.)

(As to M. L. W.)

(As to A. H.)

Radcliffe Surgent (SEAL)
Radcliffe Surgent
Respondent

Oliver Surgent (SEAL)
Oliver Surgent
Respondent

Rachel Duvall (SEAL)
Rachel Duvall
Respondent

Mary Surgent Hall (SEAL)
Mary Surgent Hall
Respondent

Margaret L. White (SEAL)
Margaret L. White
Respondent

Alexander Hall (SEAL)
Alexander Hall
Respondent

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY that on this 11th day of February, in the year nineteen hundred sixty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Louise Wise, Mary Surgent Hall, Margaret L. White, and Alexander Hall, known to me to be four of the persons whose respective signatures are affixed to this Stipulation and Waiver, and each of them acknowledged the foregoing Stipulation and Waiver to be their respective act and deed.

AS WITNESS my hand and seal notarial.

Notary Public

My commission expires: 5/3/65

STATE OF MARYLAND, Anne Arundel COUNTY, TO WIT:

I HEREBY CERTIFY that on this 13th day of February, in the year nineteen hundred sixty-four, be ore me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Rachel Duvall, known to me to be one of the persons whose signatures is affixed to this Stipulation and Waiver, and she acknowledged the foregoing Stipulation and Waiver to be her act and deed.

69

As witness my hand and seal notarial.

G. Emory Lonsdale
Notary Public

My commissidn expires: May 3, 1965.

STATE OF MARYLAND, City of Balto. (CITY) (~~COUNTY~~), TO WIT:

I hereby certify that on this 14th day of February, in the year nineteen hundred sixty-four, before me, the subscriber, a Notary Public of the State of Maryland in and for the Balto. City aforesaid, personally appeared RADCLIFFE SURGENT, known to me to be one of the persons whose signatures is affixed to the foregoing Stipulation and Waiver, and he acknowledged the foregoing Stipulation and Waiver to be his act and deed.

As Witness my hand and seal notarial.

Sarah J. Brooks
Notary Public

My commission expires: 5-3-'65

~~STATE OF MARYLAND~~
~~DISTRICT OF COLUMBIA~~, to wit:
CITY OF BALTIMORE
I hereby certify that on this 14th day of February, in the year nineteen hundred sixty-four, before me, the subscriber, a Notary Public of the State of) (~~District of Columbia~~) MARYLAND, CITY OF BALTIMORE, personally appeared Oliver Surgent, known to me to be one of the persons whose signatures is affixed to this Stipulation and Waiver, and he acknowledged the foregoing Stipulation and Waiver to be her act and deed.

As Witness my hand and seal notarial.

Sarah J. Brooks
Notary Public

My commission expires: 5-3-'65

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I hereby certify that on this 12 day of February, in the

70

year nineteen hundred sixty-four, before me, the subscriber, a Notary Public of the State of Maryland in and for the city aforesaid, personally appeared Ruth Penn, known to me to be one of the persons whose signatures is affixed to this Stipulation and Waiver, and she acknowledged the foregoing Waiver and Stipulation to be her act and deed.

As Witness my hand and sealnotarial.

Isaac L. Nuger
Notary Public

My commission expires: May 3, 1965

71

LOUISE WISE and another Complainants	*	NO. 15,977 EQUITY
vs.	*	
		IN THE
RADCLIFFE SURGENT and others, Respondents	*	
		CIRCUIT COURT
	*	
		FOR
	*	
		ANNE ARUNDEL COUNTY

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

DECREE

This cause standing ready for hearing and being submitted, the Bill, Answers, Testimony, Stipulation and Waiver and all of the other proceedings were by the Court read and considered.

It is thereupon this 20th day of February in the year nineteen hundred sixty-four by the undersigned, one of the Judges of this Court, and by the authority of this Court, ADJUDGED, ORDERED, and DECREED that the real estate mentioned in these proceedings be sold; and that Marvin H. Anderson be, and he is hereby appointed Trustee to make such sale; and that the course and manner of his proceedings shall be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland executed by himself with a surety or sureties to be approved by the Clerk of this Court in the penalty of Twenty thousand ($20,000.00) dollars conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any future order or decree in the premises; he shall then proceed to make the said sale, at a private sale for not less than twenty thousand ($20,000.00) dollars in cash, of which not less than two thousand ($2,000.00) dollars in cash shall be paid as a deposit on the day of sale and the balance in cash on the final ratification of such sale by this Court, or all cash at

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

the option of the purchaser or purchasers, any deferred payment to bear interest from the day of sale at the rate of six (6%) per centum per annum, which said sale the said Trustee is hereby authorized and empowered to make without first advertising and offering the said real estate for sale at a public auction to the highest bidder; and the said Trustee is hereby further authorized and empowered to defer the final settlement date for the payment of the unpaid purchase price for not more than ninety (90) days after the day of sale, provided the purchaser or purchasers at said private sale agree to pay interest on the unpaid purchase price from the day of sale at the rate of six per centum (6%) per annum; and if not sold at private sale upon the terms and conditions above set forth, the said Trustee shall proceed to make sale or sales at public sale to the best advantage, after having first given notice by advertisement of the time, place, and terms of sale in a newspaper published in this County at least once in each of three successive weeks, the first publication to be not less than twenty days prior to the sale, and the last such publication to be not more than one week prior to the sale, and such other notice as he may think proper, the terms of which said public sale shall be as follows:

One-third of the purchase money to be paid in cash on the day of sale and the balance to be paid in cash upon the final ratification of such sale by this Court, or all cash at time of sale at the option of the purchaser or purchasers, deferred payments to bear interest at the rate of six per centum (6%) per annum from the day of sale, and to be secured by the bonds of the purchaser or purchasers with security to be approved by the Trustee.

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

And the said Trustee shall bring into this Court the money arising from such sale or sales and the bonds which may be taken for the same to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, attorneys' fees, and such commission to the said Trustee as the Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith he shall appear to have discharged this trust.

And it appearing to the Court that there has been no administration upon the estates of Rachel Surgent Kent, Earl Surgent and Myrtle Surgent, all now deceased, the said Trustee is directed to immediately give notice to each of their respective creditors to file their claims in this Court in the office of the Clerk of the Circuit Court for Anne Arundel County within ninety (90) days of the first insertion of said notice to creditors.

JUDGE

Filed Feb. 20 - 1964

74

LIBER 12 PAGE 336 BOOK 154 PAGE 473

LOUISE WISE and another, Complainants	*	NO. 15,977 EQUITY
	*	IN
vs.		
	*	THE CIRCUIT COURT FOR
RADCLIFFE SURGENT and others, Respondents	*	ANNE ARUNDEL COUNTY

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin H. Anderson of Annapolis, Anne Arundel County, Maryland, as principal, and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the Laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWENTY THOUSAND ($20,000.00) DOLLARS to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors, or Assigns, jointly and severally, firmly by these presents.

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

WHEREAS, the above bounden Marvin H. Anderson was appointed Trustee by virtue of a Decree of the Honorable, the Judge of the Circuit Court of Anne Arundel County, dated February 20, 1964, to make sale of the property mentioned in the proceedings in the case of Louise Wise and another vs. Radcliffe Surgent and others, known as No. 15,977 Equity now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Marvin H. Anderson does and shall well and faithfully perform the trust reposed in him by said Decree, or that may be reposed in him by any future Decree or Order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

FILED

1964 FEB 21 AM 11:39

75

LIBER 12 PAGE 337 BOOK 154 PAGE 474

Signed, Sealed, and
Delivered in the presence
of

Myrtle Sturm

Marvin H. Anderson (SEAL)

NATIONAL SURETY CORPORATION,
a body corporate

by
Marvin H. Anderson,
Attorney-in-Fact

F 1

NOTICE TO CREDITORS

LOUISE WISE AND ANOTHER vs. RADCLIFFE SURGENT AND OTHERS. NO. 15,977 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

The undersigned Trustee in the above named case, pursuant to a decree of the Circuit Court for Anne Arundel County passed on the 20th day of February, 1964, hereby gives notice to all persons having claims against the estates of Rachel Surgent (or Surgeon), also known as Rachel Kent, Earl Surgent (or Surgeon), and Myrtle Surgent (or Surgeon), late of Anne Arundel County, deceased, to file their duly authenticated claims with the Clerk of the Circuit Court for Anne Arundel County in the above-mentioned case on or before the 28th day of May, 1964.

MARVIN H. ANDERSON, TRUSTEE
92 Franklin Street
Annapolis, Maryland

(To be published in the Evening Capital once each week for four successive weeks, the first insertion to appear Thursday, February 27, 1964.)

Above Order
24 February 4
the Evening Capital
[illegible]

FILED
1964 FEB 21 AM 11:2[illegible]

77

LOUISE WISE and another, Complainants	*	NO. 15,977 EQUITY
	*	IN
vs.	*	THE CIRCUIT COURT FOR
RADCLIFFE SURGENT and others, Respondents	*	ANNE ARUNDEL COUNTY

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this twenty-first day of February in the year nineteen hundred sixty-four, before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Robert J. Manovill, who made oath in due form of law that he is President of Manovill Realty Corporation, a body corporate of the State of Maryland, and who made oath in due form of law that ~~(he)(she)(they)~~(it) (is)~~(are)~~ the purchaser~~(s)~~ of the property described in these proceedings, that at the time ~~(he)(she)~~(it)~~(they)~~ purchased the said property ~~(he)(she)~~(it)~~(they)~~ (was)~~(were)~~ not acting as agent~~(s)~~ for anyone ~~except that (he)(she)(it)(they) were acting as agent(s) for~~

and did purchase the said property for and on behalf of the said Manovill Realty Corporation, but that except as hereinbefore recited and disclosed there were no other parties who were interested as principals in the purchase of said property, and that ~~(he)(she)~~(it)~~(they)~~ (has)~~(have)~~ not directly or indirectly discouraged anyone from bidding for said property.

AS WITNESS my hand and seal notarial.

Myrtle Returne
Notary Public

My commission expires: May 3 - 1965

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

78

BOOK 154 PAGE 477

LOUISE WISE and another, Complainants	*	NO. 15,977 EQUITY
	*	IN
vs.		
	*	THE CIRCUIT COURT FOR
RADCLIFFE SURGENT, and others, Respondents	*	ANNE ARUNDEL COUNTY

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Marvin H. Anderson, Trustee in this case to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of his trust, as required by said decree, he did pursuant to the power and authority conferred upon him in said decree sell said real estate described as follows:

All of the same property situate and lying in the Sixth Election District (City of Annapolis), Anne Arundel County, State of Maryland, which was conveyed from Carrie M. Hambruch, widow, to Thomas Surgent by deed dated August 24, 1917, and recorded among the land records of Anne Arundel County, Maryland, in Liber G. W. No. 140, folio 87, to which said deed reference is hereby made for a more particular description of said property, and improved by a small cottage, at a private sale to Manovill Realty Corporation, a body corporate, for the sum of Twenty Thousand ($20,000.00) Dollars.

And your Trustee files herewith as an exhibit the written contract of sale between your said Trustee, as seller, and the said Manovill Realty Corporation, as purchaser, marked "M. H. A. No.1" with this Report of sale.

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

All of which is respectfully submitted.

Marvin H. Anderson Trustee

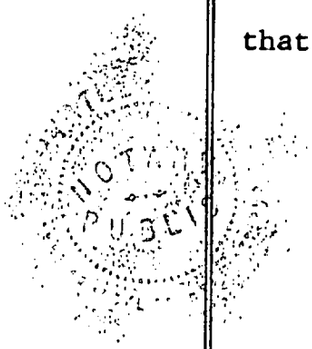
Marvin H. Anderson, Trustee

Low Offices
ANDERSON & ANDERSON
Annapolis, Md.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this twenty-first day of February, in the year nineteen hundred sixty-four, before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Marvin H. Anderson, Trustee, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein set forth and that said sale was fairly made.

As Witness my hand and seal notarial.



Notary Public

80

CONTRACT OF SALE—Form 19. EXHIBIT "M.H.A. NO. " BOOK 154 PAGE 479

THIS AGREEMENT, Made this twenty-first day of February in the year nineteen hundred and sixty-four , between MARVIN H. ANDERSON, TRUSTEE appointed in a cause now pending in the Circuit Court for Anne Arundel County, Maryland, wherein Louise Wise and another are Complainants and Radcliffe Surgent and others are Respondents, known as Equity No. 15,977, acting under and pursuant to the power of sale conferred upon said Trustee by the Decree of said Court passed in said cause on February 20, 1964, party of the first part, and

MANOVILL REALTY CORPORATION, a body corporate, duly incorporated under the laws of the State of Maryland

of the second part.

Witnesseth, that the said party of the first part does hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the Sixth Election District (City of Annapolis), Anne Arundel County, State of Maryland, and being all of the same property which was conveyed from Carrie M. Hambruch, widow, to Thomas Surgent by deed dated August 24, 1917, and recorded among the land records of Ane Arundel County, Maryland, in Liber G. W. No. 140, folio 87, to which said deed reference is hereby made for a more particular description of said property, which said description the party of the second part, for and on behalf of itself and its assignees hereby affirmatively accept as correct and do waive any and all errors, if any, which may be present in said description, the lot of ground hereby sold being sold as an aggregate unit and not at a certain rate per acre

At and for the price of TWENTY THOUSAND ($20,000.00) and no/100 - - - - - - Dollars.

of which TWO THOUSAND ($2,000.00) and no/100 - - - - - - - - - - - - Dollars,

have been paid prior to the signing hereof and the balance to be paid as follows: Cash upon final ratification of this sale by the Circuit Court for Anne Arundel County, the deferred payment to bear interest from the date hereof at the rate of six (6%) per annum, and at the option of the party of the second part the date for settlement and payment of deferred purchase money may be postponed for a period of time

(OVER)

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee., except as hereinbefore mentioned, and also subject to the rights of Chesapeake & Potomac Telephone Co. of Baltimore City under a right-of-way agreement with Thomas Surgent and others dated October 5, 1917, and recorded among the aforesaid land records in Liber G. W. No. 140, folio 300.

At the time of settlement State, County, and City of Annapolis taxes and City of Annapolis Water Rent are to be adjusted between party of first part and part of the second part as of February 21, 1964, with the party of the first part to be allowed a credit for all said taxes and Water Rent as are properly chargeable to the period of time after February 21, 1964. TIME IS THE ESSENCE OF THIS CONTRACT, and in event settlement is not consummated within the time allowed herein the deposit paid to the party of the first part shall be retained by him as liquidated damages without proof of actual damages.

Witness our hands and seals.

TEST:

Marvin H. Anderson [SEAL]
MARVIN H. ANDERSON, TRUSTEE

MANOVILL REALTY CORPORATION [SEAL]

by [SEAL]
Robert J. Manovill
President

[SEAL]

FEB 24 11 11 '64

EXHIBIT "M.H.A. No. 1"

82

(CONTINUED FROM FRONT) BOOK 154 PAGE 480

which shall not exceed ninety (90) days from February 21, 1964, Saturdays, Sundays, and all holidays included, provided the party of the second part pays interest on the unpaid purchase price from the date hereof at the rate of six per centum (6%) per annum on the entire unpaid purchase price until all of said unpaid purchase price has been paid in full to the party of the first part, Trustee as aforesaid, the payment of all of which said unpaid purchase money and the interest aforesaid the party of the second part, for and on behalf of (itself), (its) heirs, personal representatives, successors, legal representatives, and assigns, (does) hereby covenant to pay punctually and in the manner hereinbefore described.

It is further hereby covenanted and agreed that the sale of the property described on the reverse side hereof is not contingent upon any matter or event not expressly written herein, including specifically by way of example but without limitation, the obtaining of zoning reclassification, passage of any engineering or percolation tests, the obtaining of any variances or special exceptions to zoning ordinances or regulations, or the obtaining of any permits from the City of Annapolis or any other governmental bodies of any kind or description.

It is further hereby covenanted and agreed that the party of the first part and all of the parties complainants and respondents in Equity Cause No. 15,977 shall not be required to deduct from the total sale price for said property or pay to any party or parties whatsoever any fee, charge, or commission of any kind for the sale of said property to the party of the second part.

Marvin H. Anderson (SEAL)
Marvin H. Anderson, Trustee

MANOVILL REALTY CORPORATION

by _____

CONTRACT OF SALE

BETWEEN

AND

THE DAILY RECORD CO., BALTIMORE, MD.

ORDER NISI

LOUISE WISE and another

Complainants

versus

RADCLIFFE SURGENT, and others

Respondents

BOOK 154 PAGE 481

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,977 Equity

Ordered, this 24th day of February, 19 64, That the sale of the property in these proceedings mentioned made and reported by Marvin H. Anderson, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 20,000.00.

Louis N. Phipps Clerk.

True Copy,
Marvin H. Anderson, Atty.

TEST: Clerk.
For the Evening Capital (Feb. 27th Edition)

(Final Order)

LOUISE WISE and another

Complainants

versus

RADCLIFFE SURGENT, and others

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 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 -1 PM 12:41

85

Notice To Creditors

LOUISE WISE AND ANOTHER VS. RADCLIFFE SURGENT AND OTHERS. NO. 15,977 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

The undersigned Trustee in the above named case, pursuant to a decree of the Circuit Court for Anne Arundel County passed on the 20th day of February, 1964, hereby gives notice to all persons having claims against the estates of Rachel Surgent (or Surgeon), also known as Rachel Kent, Earl Surgent (or Surgeon), and Myrtle Surgent (or Surgeon), late of Anne Arundel County, deceased, to file their duly authenticated claims with the Clerk of the Circuit Court for Anne Arundel County in the above-mentioned case on or before the 28th day of May, 1964.

MARVIN H. ANDERSON,
TRUSTEE
92 Franklin Street
Annapolis, Maryland

M-19

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 482

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 19 64

We hereby certify, that the annexed

Notice To Creditors

Eq. 15,977

Radcliffe Surgent et al

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of May, 1964. The first insertion being made the 27th day of February, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By

1964 MAR 20 PM 1:50

No. E. C. 3

84

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,977 Equity

LOUISE WISE and another Complainants versus RADCLIFFE SURGENT, and others Respondents

Ordered, this 24th day of February, 1964, That the sale of the property in these proceedings mentioned made and reported by Marvin H. Anderson, Trustee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 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 $20,000.00.

LOUIS N. PHIPPS
Clerk

True Copy, Test:
LOUIS N. PHIPPS
Clerk.

M-19

FILED
MAR 20 PM 1:50

No. E. C. 4449

85

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 483

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 20, 1964

We hereby certify, that the annexed

Order Nisi E.C.

Eq. 15,977

Radcliffe Surgent and others

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 30th day of March, 1964. The first insertion being made the 20th day of March, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

In the Case of

LOUISE WISE, et al

VS.

RADCLIFFE SURGENT, et al

In the

Circuit Court

For

Anne Arundel County

No. 15,977 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 JUN -5 PM 2:06

All of which is respectfully submitted.

June 5, 1964

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 23rd day of June, 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: aej, deputy

FILED
1964 JUN 23 AM 10:55

Dr. LOUISE WISE, et al vs. RADCLIFFE SURGENT, et al BOOK 154 PAGE 485

In Acct. with MARVIN H. ANDERSON, Trustee

					Cr.	
1964, February 21,						
Proceeds of Sale	20,000	00				
Interest on deferred payment of $18,000.00 from						
2/21/64 to 5/21/64	270	00	20,270	00		
					20,270	00
To Trustee for Counsel fee, Court Order 5/27/64	1,500	00				
To Trustee for Commissions, viz:	638	10	2,138	10		
To Trustee for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	141	50				
William R. Huggins, sheriffs' costs	6	00				
Frank J. Pelz, sheriff's costs	4	00				
Emanuel Klawans, examiner's fee	25	00				
A. C. Geregitano, stenographer's fee	22	50				
Auditor, stating this account	165	00	374	00		
To Trustee for expenses, viz:						
1963 State and County taxes	71	96				
1964 State & County taxes, adj. 1/1/64 to 2/21/64 (74.58)	10	62				
1963 City of Annapolis taxes, adj. 7/1/63 to 2/21/64 (44.72)	28	91				
One-half cost documentary stamps	33	00				
National Surety Corp. - bond premium	80	00				
Capital Gazette Press - notice to creditors	20	00				
Capital Gazette Press - Order nisi, sale	15	00				
Maurice C. Ogle - appraisal & testimony	100	00				
T.C. Worthington - appraisal & testimony	100	00				
U. S. Marshall - service of papers	3	50				
Department of Health - certificates of death	1	00				
Hicks Funeral Home - certificates of death	6	00				

	Myrtle Sturm - notary fees	2.	00	471	99		
	To Louise Wise - claim filed, Court Order 5/27/64	479	91	479	91		
	Balance for Distribution	16,806	00	16,806	00		
						20,270	00
	Distribution as follows, viz:						
	Estate of Thomas Surgent, Sr. --						
	No Inheritance tax due						
1	To Ruth Penn, daughter, 1/8 of 2/3	1,400	50	1,400	50		
2	" Louise Wise, daughter, 1/8 of 2/3	1,400	50	1,400	50		
3	" Radcliffe Surgent, son, 1/8 of 2/3	1,400	50	1,400	50		
4	" Rachel Duvall, daughter, 1/8 of 2/3	1,400	50	1,400	50		
5	" Oliver Surgent, son, 1/8 of 2/3	1,400	50	1,400	50		
6	Heirs of Thomas Surgent, Jr. 1/8 of 2/3 ($1,400.50)						
	No inheritance tax due						
	To Mary Surgent Hall, widow, 1/3	466	83	466	83		
	" Margaret White, daughter, 1/3	466	83	466	83		
	Devisees of Richard M. Surgent, deceased son, 1/3 (466.83)						
	" Mary Surgent Hall, mother, 1/3	155	62				
	Less 1% direct inheritance tax	1	56	154	06		
	" Margaret White, sister, 1/3	155	61				
	Less 7½% collateral inheritance tax	11	67	143	94		
	" Alexander Hall, stepfather, 1/3	155	61				
	Less 7½% collateral inheritance tax	11	67	143	94		
7	Heir of Myrtle Surgent, deceased daughter, 1/8 of 2/3						
	" Rachel Kent, mother, (deceased)	1,400	50				
	Less 1% direct inheritance tax	14	00				
		1,386	50				
8	To Rachel Kent, widow of Thos. Sargent, Sr., 1/3	5,602	00				
	" Heirs of Rachel Kent, deceased	6,988	50				
	" Ruth Penn, daughter, 1/7	998	36				
	Less 1% direct inheritance tax	9	98	988	38		

	To Louise Wise, daughter, 1/7	998	36				
	Less 1% direct inheritance tax	9	98	988	38		
	To Radcliffe Surgent, son, 1/7	998	36				
	Less 1% direct inheritance tax	9	98	988	38		
	To Rachel Duvall, daughter, 1/7	998	36				
	Less 1% direct inheritance tax	9	98	988	38		
	To Oliver Surgent, son, 1/7	998	36				
	Less 1% direct inheritance tax	9	98	988	38		
	To Heirs of Thomas Surgent, Jr., son, 1/7						
	Margaret White, daughter	998	35				
	Less 1% direct inheritance tax	9	98	988	37		
	To Heirs of Earl Surgent, son, 1/7	998	35				
	Less 1% direct inheritance tax	9	98				
		988	37				
9	To Earl Surgent, son of Thos. Surgent, Sr. 1/8 of 2/3	1,400	50				
	" Heirs of Earl Surgent, deceased	2,388	87				
	" Ruth Penn, sister, 1/6	398	15				
	Less 7½% collateral inheritance tax	29	86	368	29		
	" Louise Wise, sister, 1/6	398	15				
	Less 7½% collateral inheritance tax	29	86	368	29		
	" Radcliffe Surgent, brother, 1/6	398	15				
	Less 7½% collateral inheritance tax	29	86	368	29		
	" Rachel Duvall, sister, 1/6	398	14				
	Less 7½% collateral inheritance tax	29	86	368	28		
	" Oliver Surgent, brother, 1/6	398	14				
	Less 7½% collateral Inheritance tax	29	86	368	28		
	" Heirs of Thomas Surgent, Jr., 1/6	398	14				
	Less 7½% collateral inheritance tax	29	86				
	To Margaret White, daughter	368	28	368	28		
	To Register of Wills - Direct inheritance tax	85	42				
	To Register of Wills - Collateral inheritance tax	202	50	287	92		
78						16,806	00

BOOK 154 PAGE 488

JOHN T. HARDISTY
Larkins Hundred
Edgewater, Maryland

vs.

BENJAMIN HARRIS and
SUZANNE HARRIS, his wife,
Old Mill Road
Box 50, Pasadena, Maryland
ERNEST OSBORNE
Pasadena, P. O., Maryland
RAYMOND L. MOSS
Annapolis, Maryland
PAUL C. GORDON and
BETTY JO GORDON, his wife
9416 Brookville Road
Silver Spring, Montgomery County
Maryland
UNITED STATES OF AMERICA
Director of Internal Revenue
Baltimore, Maryland
HARRY H. MEEKS
Rockview Beach
Pasadena, Maryland
HENRY P. MEEKS and
PAUL E. MEEKS
Rock View Beach
Pasadena, Maryland
RICHARD OFFER and
EMORY OFFER
Churchton, Maryland
AND ALL OTHER PERSONS HAVING OR
CLAIMING TO HAVE ANY INTEREST IN
ANY OF THE PROPERTIES DESCRIBED
HEREAFTER IN THIS BILL OF COMPLAINT

: IN THE CIRCUIT COURT

: FOR

: ANNE ARUNDEL COUNTY

: NO. 15,910 EQUITY

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

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff, complaining, says:

1. That on or about October 9, 1961, the Certificates of Tax Sale attached hereto were issued to Walter R. Hardisty, who subsequently assigned them to John T. Hardisty, by Edward M. Dunn, Jr., Collector of Taxes for the State of Maryland and Anne Arundel County, in accordance with the Provisions of Section 83, Article 81 of the Annotated Code of Maryland (1957 Edition), and said Certificates are prayed to be taken as a part hereof.

2. That the property mentioned in said Certificates is described as follows:

Certificate No. 3392 -

All that tract of land situate in the Third Election District of Anne Arundel County and designated as Lot No. 15 as shown on a

FILED
1963 OCT -8 PM 2:10

certain map entitled "Survey Section No. 2 of a 196 acre tract for Elizabeth Foxwell near Jacobsville, Anne Arundel County, Maryland, March 1945" made by J. R. McCrone, Jr. and recorded in Plat Book No. 18, page 48, being the identical lot less particularly described in said certificate and being the same lot of ground which was conveyed to Benjamin Harris and Suzanne Harris, his wife, by Foxwell & Foxwell, Inc. by deed dated August 9, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 534, folio 312. On October 9, 1961, the date of the Collector's Sale the said lot was assessed to "Benj. & S. Harris" whose last known address was Old Mill Road, Box 50, Pasadena, Maryland, and was in fact owned by them on that date. According to the Land, Equity and Orphans Court Records for Anne Arundel County, the title to said Property is still vested in said persons subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $233.69.

Certificate No. 3385 -

All that lot of ground situate in the Third Election District of Anne Arundel County near Jacobsville, containing 1.63 acres, more or less, and particularly described in a certain deed from C. Albert Hodges et al to Ernest Osborne dated January 26, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 277, folio 230, being the identical lot of ground less particularly described in said Certificate. On October 9, 1961 the date of the Collector's Sale the said lot herein described was assessed to "Ernest Osborne" whose last known address was Pasadena P. O. Maryland and was in fact owned by him on that date subject to the rights, if any, of Raymond L. Moss, a former owner of this lot under a Tax Sale in August, 1939, whose last known address was Annapolis, Maryland. According to the Land, Equity and Orphans Court Records for Anne Arundel County, the title to said property is still vested in said person subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale Was $108.25.

Certificate No. 3420 -

All that lot of ground situate in the Second Election District of Anne Arundel County containing 2.18 acres, more or less, and particularly described in a certain deed from Elliott J. Bourne et al to Paul C. Gordon and Betty Jo Gordon dated October 5, 1957 and recorded among the Land Records of Anne Arundel County in Liber C.T.C. No. 1163, folio 534, being the identical lot of ground less particularly describedin said Certificate. On October 9, 1961, the date of the Collector's Sale the said lot herein described was assessed to "Paul C. & Betty J. Gordon" 9614 Brookville Road, Silver Spring, Maryland, and was in fact owned by them on that date subject to the rights, if any, of the United States of America which filed a Federal Income Tax Lien against Paul Chalmers Gordon on November 7, 1961 in the amount of $1,299.63. The lien carried serial number X-3465 on the lien docket in the Circuit Court for Anne Arundel County. According to the Land, Equity and Orphans Court Records for Anne Arundel County, the title to said property is still vested in said persons subject to the Tax Sale mentioned in said Certificate. The amount due on the date o the sale was $43.36.

Certificate No. 3397 -

All those certain lots of ground situate in the Third Election

District of Anne Arundel County designated as Lots Numbers 35, 36 and 37, as shown on a Plat of Rock View Beach recorded among the Plat Records of Anne Arundel County in Plat Book No. 3, page 40, being the identical lots of ground less particularly described in said Certificate and being the same lots of ground conveyed by George A. Keen and wife to Harry H. Meeks by deed dated November 15, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1255, folio 308. On October 9, 1961, the date of the Collector's Sale the said lots herein described were assessed to "Harry H. Meeks" whose last known address was Rock View Beach, Pasadena P. O. Maryland, and was in fact owned by him on that date. According to the Land, Equity and Orphans Court Records for Anne Arundel County, the title to said property is still vested in said person subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the Sale was $162.13.

Certificate No. 3394 -

All those certain lots of ground situate in the Third Election District of Anne Arundel County designated as Lots Numbers 163 and 164 in Section 1 as indicated on a plat of Rock View Beach recorded among the Plat Records of Anne Arundel County in Plat Book No. 3, page 40, being the identical lots less particularly described in said Certificate and being the same lots of ground which were conveyed by Clara S. Meeks, widow, to Henry P. Meeks and Paul E. Meeks, by deed dated June 1, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 101, folio 499, the said Clara S. Meeks reserving therein a life estate and she having since departed this life on April 19, 1956. On October 9, 1961, the date of the Collector's Sale the said lots herein described were assessed to "Clara S. Meeks" and were in fact owned by Henry P. Meeks and Paul E. Meeks whose last known address was Rock View Beach, Pasadena, Maryland. According to the Land, Equity and Orphans Court Records for Anne Arundel County, the title to said property is still vested in said persons subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the sale was $196.59.

Certificate No. 3429 -

All that lot of ground situate in the Seventh Election District of Anne Arundel County containing two acres, more or less and particularly described in a certain deed from R. Bennett Darnell and wife to Richard Offer dated October 25, 1907 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 55, folio 207, being the identical lot of ground less particularly described in said Certificate as containing 3 acres. On October 9, 1961, the date of the Collector's Sale the said lot herein described was assessed to "Richard Offer U/C to Emory Offer" and was in fact owned by them on that date and whose last known address was Churchton, Maryland. According to the Land, Equity and Orphans Court Records for Anne Arundel County the title to said property is still vested in said persons subject to the Tax Sale mentioned in said Certificate. The amount due on the date of the Sale was $57.31.

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

4. The Plaintiff prays for an Order of Publication directed to all parties in interest in the hereinbefore described properties.

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

TO THE END, THEREFORE,

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

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

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

BOOK 154 PAGE 492

No. 3429 CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Walter L. Hardisty at public auction for the sum of 550 Dollars and 00 Cents, of which 57.31 Dollars has been paid as a deposit on the property in Dist 7 described as 3 acres Imps Blk 445 E. S. Churchton Rd situated at Churchton

and assessed to Richard H. C. + Emory Offer

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 10 th 1962, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

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

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires May 1, 1963

FILED

1963 OCT -8 PM 2:11

5

BOOK 154 PAGE 493

FOR VALUE RECEIVED, I hereby assign all my right, title and interest to the within Certificate of Tax Sale to John T. Hardisty.

WITNESS my hand and seal this 1st day of October, 1963.

WITNESS

Walter R. Hardisty (SEAL)

BOOK 154 PAGE 494

No 3385 CERTIFICATE OF TAX SALE

EDWARD M. DUNN, JR.
County Treasurer

I, _____, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Walter R. Haidisty at public auction for the sum of 108 Dollars and 25 Cents, of which 108.25 Dollars has been paid as a deposit on the property in Dist. 3 described as Lot 1.63 Acres Blk 245 improvements situated near Jacobsville W. S. Ely.

and assessed to Ernest Osborne

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

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

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

_____
Notary Public.

My Commission Expires May 6, 1963

FILED
1963 OCT -8 PM 2:11

FOR VALUE RECEIVED, I hereby assign all my right, title and interest to the within Certificate of Tax Sale to John T. Hardisty.

WITNESS my hand and seal this 1st day of October, 1963.

WITNESS:

John H. Hopkins Jr.

Walter R. Hardisty (SEAL)

Walter R. Hardisty

BOOK 154 PAGE 496

No 3392 CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Walter R. Hardisty at public auction for the sum of 233 Dollars and 69 Cents, of which 233.69 Dollars has been paid as a deposit on the property in Dist. 3 described as Lot 15 Sec. 2 Impa. as shown on the plat of 196 Ac. Tract near Jacksonville

and assessed to Benj. + S. Harris

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

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

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires March 1, 1963

FILED
1963 OCT -8 PM 3:24

1

BOOK 154 PAGE 497

FOR VALUE RECEIVED, I hereby assign all my right, title and interest to the within Certificate of Tax Sale to John T. Hardisty.

WITNESS my hand and seal this 1st day of October, 1963.

WITNESS:

Walter R. Hardisty (SEAL)

BOOK 154 PAGE 498

No 3420 CERTIFICATE OF TAX SALE

EDWARD M. DUNN, JR.
County Treasurer

I, _____, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Walter R. Hardisty at public auction for the sum of 700 Dollars and 00 Cents, of which 43.36 Dollars has been paid as a deposit on the property in Dist 2 described as Blk 696 2.18 acres L.T.C. 1163 531 situated on Defence Hwy.

and assessed to Paul C + Betty J. Gordon.

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

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

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

R. T. A. [illegible]
Notary Public.

My Commission Expires May 6, 1963

FILED

1963 OCT -8 PM 2:11

BOOK 154 PAGE 499

FOR VALUE RECEIVED, I hereby assign all my right, title and interest to the within Certificate of Tax Sale to John T. Hardisty.

WITNESS my hand and seal this 1st day of October, 1963.

WITNESS:

Walter R. Hardisty (SEAL)

Walter R. Hardisty

762 - 1751

BOOK 154 PAGE 500

No 3394 CERTIFICATE OF TAX SALE

I, EDWARD M. DUNN, JR. ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Walter R. Hardisty at public auction for the sum of 196 Dollars and 59 Cents, of which 196.59 Dollars has been paid as a deposit on the property in Dist. 3 described as Lots 163 - 164 Improv. as shown on the plat of Rock View Beach

and assessed to Clara L. Meeks

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

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

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires May 6, 1963

FILED

1963 OCT -8 PM 2:11

9

BOOK 154 PAGE 501

FOR VALUE RECEIVED, I hereby assign all my right, title and interest to the within Certificate of Tax Sale to John T. Hardisty.

WITNESS my hand and seal this 1st day of October, 1963.

WITNESS:

Walter R. Hardisty (SEAL)

BOOK 154 PAGE 502

No 3397 CERTIFICATE OF TAX SALE

EDWARD M. DUNN, JR.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1961, I sold to Walter R. Hardisty at public auction for the sum of 162 Dollars and 13 Cents, of which 162.13 Dollars has been paid as a deposit on the property in Dist. 3 described as Lots 35-36-37 Inclusive as shown on the plat of Rock View Beach. L.I.C. 1255-308

(Arrearage)

and assessed to Harry H. Meeks

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

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

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

[illegible]
Notary Public.

My Commission Expires [illegible]

FILED

1963 OCT -8 PM 2:11

10

BOOK 154 PAGE 503

FOR VALUE RECEIVED, I hereby assign all my right, title and interest to the within Certificate of Tax Sale to John T. Hardisty.

WITNESS my hand and seal this 1st day of October, 1963.

WITNESS:

Walter R. Hardisty (SEAL)
Walter R. Hardisty

JOHN T. HARDISTY Larkins Hundred Edgewater, Maryland vs. BENJAMIN HARRIS and SUZANNE HARRIS, his wife Old Mill Road Box 50, Pasadena, Maryland ERNEST OSBORNE Pasadena, P. O., Maryland RAYMOND L. MOSS Annapolis, Maryland PAUL C. GORDON and BETTY JO GORDON, his wife 9416 Brookville Road Silver Spring, Montgomery County Maryland UNITED STATES OF AMERICA Director of Internal Revenue Baltimore, Maryland HARRY H. MEEKS Rockview Beach Pasadena, Maryland HENRY P. MEEKS and PAUL E. MEEKS Rock View Beach Pasadena, Maryland RICHARD OFFER and EMORY OFFER Churchton, Maryland AND ALL OTHER PERSON HAVING OR CLAIMING TO HAVE ANY INTEREST IN ANY OF THE PROPERTIES DESCRIBED HEREAFTER IN THIS ORDER OF PUBLICATION	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 15,910 EQUITY

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

ORDER OF PUBLICATION

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

1. All that tract of land situate in the Third Election District of Anne Arundel County and designated as Lot No. 15 as shown on a certain map entitled "Survey Section No. 2 of a 196 acre tract for Elizabeth Foxwell near Jacobsville, Anne Arundel County, Maryland, March 1945" made by J. R. McCrone, Jr. and recorded in Plat Book No. 18, page 48, being the identical lot less particularly described in said certificate and being the same lot of ground which was conveyed to Benjamin Harris and Suzanne Harris, his wife, by Foxwell & Foxwell, Inc. by deed dated August 9, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 534, folio 312.

FILED

1963 OCT -8 PM 2:11

2. All that lot of ground situate in the Third Election District of Anne Arundel County near Jacobsville, containing 1. 63 acres, more or less, and particularly described in a certain deed from C. Albert Hodges et al to Ernest Osborne dated January 26, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 277, folio 230, being the identical lot of ground less particularly described in said Certificate. The title to the above lot of ground is clouded by a previous Tax Sale being formerly owned by Raymond Moss and sold in August, 1939 for default in taxes for the year 1934.

3. All that lot of ground situate in the Second Election District of Anne Arundel County containing 2.18 acres, more or less, and particularly described in a certain deed from Elliott J. Bourne et al to Paul C. Gordon and Betty Jo Gordon dated October 5, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1163, folio 534, being the identical lot of ground less particularly described in said Certificate. On November 7, 1961 the Internal Revenue Service filed an income tax lien against Paul Chalmers Gordon in the amount of $1,299.63. The lien carried serial number X-3465 on the lien docket in the Circuit Court for Anne Arundel County.

4. All those certain lots of ground situate in the Third Election District of Anne Arundel County designated as Lots Numbers 35, 36 and 37, as shown on a Plat of Rock View Beach recorded among the Plat Records of Anne Arundel County in Plat Book No. 3, page 40, being the identical lots of ground less particularly described in said Certificate and being the same lots of ground conveyed by George A. Keen and wife to Harry H. Meeks by deed dated November 15, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1255, folio 308.

5. All those certain lots of ground situate in the Third Election District of Anne Arundel County designated as Lots Numbers 163 and 164 in Section 1 as indicated on a plat of Rock View Beach recorded among the Plat Records of Anne Arundel County in Plat Book No. 3, page 40, being the identical lots less particularly described in said Certificate and being the same lots of ground which were conveyed by Clara S. Meeks, widow, to Henry P. Meeks and Paul E. Meeks, by deed dated June 1, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 101, folio 499, the said Clara S. Meeks reserving therein a life estate and she having since departed this life on April 19, 1956.

6. All that lot of ground situate in the Seventh Election District of Anne Arundel County containing two acres, more or less, and particularly described in a certain deed from R. Bennett Darnell and wife to Richard Offer dated October 25, 1907 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 55, folio 207, being the identical lot of ground less particularly described in said Certificate as containing 3 acres.

The Bill states among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

IT IS, THEREUPON, this 8th day of October, 1963, by the Circuit Court for Anne Arundel County, ORDERED: That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne

Arundel County, once a week for four (4) successive weeks, before the 19th day of December, 1963, warning all persons interested in the said properties to be and appear in this Court on or before the 19th day of December, 1963, and redeem the said properties described in these proceedings and answer the Bill of Complain, or thereafter a final Decree will be rendered foreclosing all rights of redemption in the properties, and vesting in the Plaintiff a title free and clear of all encumbrances.

Louis N. Phipps
Clerk

Copy of Order of Publication received this 4 day of October, 1963, for the Maryland Gazette.

PER: Thomas J. Thomas

13

In The Circuit Court
For
Anne Arundel County
No. 15,910 Equity

JOHN T. HARDISTY
Larkins Hundred
Edgewater, Maryland
vs.
BENJAMIN HARRIS and
SUZANNE HARRIS, his wife
Old Mill Road
Box 50, Pasadena, Maryland
ERNEST OSBORNE
Pasadena, P.O., Maryland
RAYMOND L. MOSS
Annapolis, Maryland
PAUL C. GORDON and
BETTY JO GORDON, his wife
9416 Brookville Road
Silver Spring,
Montgomery County
Maryland
UNITED STATES OF
AMERICA
Director of Internal Revenue
Baltimore, Maryland
HARRY H. MEEKS
Rockview Beach
Pasadena, Maryland
HENRY P. MEEKS and
PAUL E. MEEKS
Rock View Beach
Pasadena, Maryland
RICHARD OFFER and
EMORY OFFER
Churchton, Maryland
AND ALL OTHER PERSONS
HAVING OR CLAIMING TO
HAVE ANY INTEREST IN
ANY OF THE PROPERTIES
DESCRIBED HEREAFTER IN
THIS ORDER OF PUBLICATION

14 No.

Order Of Publication

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

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 507

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 11, 1963

We hereby certify, that the annexed

Order of Publication
No. 15,910 Eq
Benjamin Harris Etal

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of December, 1963. The first insertion being made the 17th day of October, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 NOV 12 PM 9:42

By H. Tilghman

1. All that tract of land situate in the Third Election District of Anne Arundel County and designated as Lot No. 15 as shown on a certain map entitled "Survey Section No. 2 of a 196 acre tract for Elizabeth Foxwell near Jacobsville. Anne Arundel Counyt, Maryland, March 1945" made by J. R. McCrone, Jr. and recorded in Plat Book No. 18. page 48, being the identical lot less particularly described in said certificate and being the same lot of ground which was conveyed to Benjamin Harris and Suzanne Harris, his wife, by Foxwell & Foxwell, Inc. by deed dated August 9, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 534, folio 312.

2. All that lot of ground situate in the Third Election District of Anne Arundel County near Jacobsville, containing 1.-63 acres, more or less, and particularly described in a certain deed from C. Albert Hodges et al to Ernest Osborne dated January 26, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 277, folio 230, being the identical lot of ground less particularly described in said Certificate. The title to the above lot of ground is clouded by a previous Tax Sale being formerly owned by Raymond Moss and sold in A[illegible]t, 1939 for default in taxes f[illegible]e year 1934.

3. All that lot of ground situate in the Second Election District of Anne Arund[illegible] County containing 2.18 acre[illegible]ore or less, and particularly described in a certain deed from Elliott J. Bourne et al to Paul C. Gordon and Betty Jo Gordon dated October 5, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1163, folio 534, being the identical lot of ground less particularly described in said Certificate. On November 7, 1961 the Internal Revenue Service filed an income tax lien against Paul Chalmers Gordon in the amount of $1,299.63. The lien carried serial number X-3465 on the lien docket in the Circuit Court for Anne Arundel County.

4. All those certain lots of ground situate in the Third Election District of Anne Arundel County designated as Lots Numbers 35, 36 and 37, as shown on a Plat of Rock View Beach recorded among the Plat Records of Anne Arundel County in Plat Book No. 3, page 40, being the identical lots of ground less particularly described in said Certificate and being the same lots of ground conveyed by George A. Keen and wife to Harry H. Meeks by deed dated November 15, 1958 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1255, folio 308.

5. All those certain lots of ground situate in the Third Election District of Anne Arundel County designated as Lots Numbers 163 and 164 in Section 1 as indicated on a plat of Rock View Beach recorded among the Plat Records of Anne Arundel County in Plat Book No. 3, page 40, being the identical lots less particularly described in said Certificate and being the same lots of ground which were conveyed by Clara S. Meeks, widow, to Henry P. Meeks and Paul E. Meeks, by deed dated June 1, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 101, folio 499, the said Clara S. Meeks reserving therein a life estate and she having since departed this life on April 19, 1956.

6. All that lot of ground situate in the Seventh Election District of Anne Arundel County containing two acres, more or less, and particularly described in a certain deed from R. Bennett Darnell and wife to Richard Offer dated October 25, 1907 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 55, folio 207, being the identical lot of ground less particularly described in said Certificate as containing 3 acres.

The Bill states among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

IT IS, THEREUPON, this 8th day of October, 1963, by the Circuit Court for Anne Arundel County, ORDERED: That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four (4) successive weeks, before the 19th day of December, 1963, warning all persons interested in the said properties to be and appear in this Court on or before the 19th day of December, 1963, and redeem the said properties described in these proceedings and answer the Bill of Complaint, or thereafter a final Decree will be rendered foreclosing all rights of redemption in the properties, and vesting in the Plaintiff a title free and clear of all encumbrances.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

N-7

JOHN T. HARDISTY	*	IN THE CIRCUIT COURT
vs.	*	FOR
BENJAMIN HARRIS and SUZANNE HARRIS, his wife, et al	*	ANNE ARUNDEL COUNTY
	*	No. 15,910 Equity
	*	

STIPULATION AND AGREEMENT

It is hereby stipulated and agreed that Benjamin Harris and Suzanne Harris, his wife, are entitled to redeem Certificate No. 3392 herein, which applies to Lot No. 15 as shown on a certain map entitled "Survey Section No. 2 of a 196 acre tract for Elizabeth Foxwell near Jacobsville, Anne Arundel County, Maryland, March 1945" recorded among the Land Records of Anne Arundel County in Plat Book No. 18, folio 48, and that the amounts necessary for redemption are as follows:

To be paid to Plaintiff:

Attorney's fee	$65.00	
Title examination	10.00	
Proportionate amount of court costs (approximate)	13.00	
Proportionate amount of advertising (approximate)	35.00	
Total		$123.00

To be paid to County Treasurer:

1960 taxes plus interest	$110.34	
1961 taxes plus interest and advertising	120.35	
1962 taxes plus interest	111.46	
1963 taxes plus interest	125.62	
Cost of sale	3.00	
Interest to purchaser	30.38	
Total		$501.15

John Hopkins IV

John H. Hopkins, IV
Solicitor for Plaintiff

FILED

1963 DEC 13 PM 12:27

15

Ridgely P. Melvin, Jr.
212 Duke of Gloucester Street
Annapolis, Maryland
COlonial 3-2658
Solicitor for Benjamin Harris and
Suzanne Harris, his wife

ORDER OF COURT

Upon consideration of the foregoing Stipulation and Agreement it is this 16th day of December, 1963, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary for redemption of Certificate No. 3392 which applies to Lot No. 15 as shown on a certain map entitled "Survey Section No. 2 of a 196 acre tract for Elizabeth Foxwell near Jacobsville, Anne Arundel County, Maryland, March 1945" recorded among the Land Records of Anne Arundel County in Plat Book No. 18, folio 48, are as follows:

To be paid to Plaintiff. $123.00

To be paid to County Treasurer. $501.15

Judge

FILED
1963 DEC 16 PM 12:50

14

JOHN T. HARDISTY	*	IN THE CIRCUIT COURT
		FOR
vs.	*	ANNE ARUNDEL COUNTY
BENJAMIN HARRIS and SUZANNE HARRIS, his wife, et al	*	No. 15,910 Equity
	*	
	*	

ORDER OF SATISFACTION

Mr. Clerk:

Please enter Certificate No. 3392 covering property known as Lot No. 15 as shown on a certain map entitled "Survey Section No. 2 of a 196 acre tract for Elizabeth Foxwell near Jacobsville, Anne Arundel County, Maryland, March 1945" recorded among the Land Records of Anne Arundel County in Plat Book No. 18, folio 48, redeemed from this proceeding.

John H. Hopkins, IV
Solicitor for Plaintiff

FILED

1963 DEC 17 PM 3:31

17

JOHN T. HARDISTY	*	IN THE CIRCUIT COURT
VS.	*	FOR
		ANNE ARUNDEL COUNTY
HARRY H. MEEKS, et al	*	No. 15,910 Equity

* * * * * * * * *

STIPULATION AND AGREEMENT

It is hereby stipulated and agreed that Harry H. Meeks is entitled to redeem Certificate No. 3397 herein, which applies to Lot Nos. 35, 36 and 37 as shown on a Plat of Rock View Beach recorded among the Plat Records of Anne Arundel County in Plat Book 3, folio 40 and that the amounts necessary for redemption are as follows:

To be paid to Plaintiff:

Attorney's fee		$ 50.00
Title Examination		25.00
Proportionate amount of Court Costs (approximate)		13.00
Proportionate amount of advertising (approximate)		35.00
	Total	123.00

To be paid to County Treasurer:

1959 Taxes, plus interest	29.55
1960 Taxes, plus interest	58.49
1961 Taxes, plus interest & advertising	71.09
1962 Taxes, plus interest	58.83
1963 Taxes, plus interest	57.97
Cost of Sale	3.00
Interest to purchaser	20.27
Total	299.20

It is hereby stipulated and agreed that Harry P. Meeks and Paul E. Meeks are entitled to redeem Certificate No. 3394 herein, which applies to Lots Nos. 163 and 164 in Section 1 as shown on a Plat of Rock View Beach recorded among the Plat Records of Anne Arundel County in Plat Book 3, folio 40 and that the amounts necessary for redemption are as follows:

FILED
1964 JAN 10 AM 11:04

To be paid to Plaintiff:

Attorney's fee	50.00
Title Examination	25.00
Proportionate amount of Court Costs (approximate)	13.00
Proportionate amount of advertising (approximate)	35.00
Total	123.00

To be paid to County Treasurer:

1960 Taxes, plus interest	91.24
1961 Taxes, plus interest & advertising	102.23
1962 Taxes, plus interest	91.85
1963 Taxes, plus interest	89.86
Cost of Sale	3.00
Interest to purchaser	24.57
Total	402.75

John H. Hopkins, IV
Solicitor for Plaintiff

W. Garrett Larrimore
Solicitor for Harry H. Meeks &
Paul E. Meeks
200 Duke of Gloucester Street
Annapolis, Maryland
Colonial 8-1729

19

JOHN T. HARDISTY	*	IN THE CIRCUIT COURT
VS.	*	FOR ANNE ARUNDEL COUNTY
HARRY H. MEEKS, et al	*	No. 15,910 Equity

* * * * * * * *

ORDER OF COURT

UPON consideration of the foregoing Stipulation and Agreement, it is this 13th day of January, 1964 by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that the amount necessary for redemption of Certificate No. 3397 and Certificate No. 3394 are as follows:

Certificate No. 3397	
To be paid to Plaintiff	$123.00
To be paid to County Treasurer	299.20
Certificate No. 3394	
To be paid to Plaintiff	123.00
To be paid to County Treasurer	402.75

George Sachse
JUDGE

FILED
1964 JAN 13 AM 11:37

JOHN T. HARDISTY	*	IN THE CIRCUIT COURT
VS.	*	FOR ANNE ARUNDEL COUNTY
HARRY H. MEEKS, et al	*	No. 15,910 Equity

* * * * * * * * *

ORDER OF SATISFACTION

MR. CLERK:

Please enter Certificates No. 3397 and 3394 covering property known as Lot Nos. 35, 36 and 37 and Lot Nos. 163 and 164 as shown on Plat of Rock View Beach, respectively, said Plat recorded among the Plat Records of Anne Arundel County in Plat Book 3, folio 40, redeemed from this proceeding.

John H. Hopkins, IV.
Solicitor for Plaintiff

FILED

1964 JAN 13 PM 12:53

21

JOHN T. HARDISTY	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
	:	
BENJAMIN HARRIS, et al	:	NO. 15,910 EQUITY

: :

AFFIDAVIT

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

JOHN H. HOPKINS, IV, Solicitor for the Plaintiff herein, does hereby certify that on the 10th day of October, 1963, he caused a copy of the Bill of Complaint and the Order of Publication in the above entitled cause to be mailed by Certified Mail, Return Receipt Requested, to the Defendants named in this cause at their last known Post Office addresses, according to the records of the Bureau of Assessments of Anne Arundel County. He further certifies that the aforementioned certified letters were returned and receipt received as follows:

To Ernest Osborne, the return receipt was signed on October 11, 1963 by "Doris Green".

To Paul C. Gordon, the return receipt was signed October 14, 1963, by "Paul Gordon".

To Mrs. Betty Jo Gordon, the return receipt was signed on October 21, 1963, by "T. L. Waldrop".

To Director of Internal Revenue, the return receipt was signed on October 11, 1963, by "J. Carter".

To Richard Offer, the return receipt was signed on October 19, 1963 by "Phyllis Offer".

To Emory Offer, the letter was returned marked "Deceased".

No letter was sent to Raymond L. Moss, Annapolis, Maryland, as it is generally known that he died at least fifteen years ago.

He further certifies that he checked the Orphans Court Records of Anne Arundel County, the telephone directories of Anne Arundel County, the City of Baltimore and the District of Columbia, and he is unable to locate the Defendants or a record of their estates; that he does not have any other addresses for the

FILED

1964 APR 24 PM 2:03

said Defendants nor does he know the names or addresses of their heirs, if any, if they may be deceased, nor has he any way of ascertaining same.

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

WITNESS the hand and seal of the affiant this 24th day of April, 1964.

John H. Hopkins, IV (SEAL)
John H. Hopkins, IV
Solicitor for Plaintiff

SUBSCRIBED AND SWORN to before me this 24th day of April, 1964.

Frank B. Walsh, Jr.
Notary Public

N3

JOHN T. HARDISTY	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
	:	
BENJAMIN HARRIS, et al	:	NO. 15,910 EQUITY

: :

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued in these proceedings having been duly published in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, Maryland, and the Defendants, Ernest Osborne, Raymond L. Moss, Paul C. Gordon, Betty Jo Gordon, Director of Internal Revenue, Richard Offer and Emory Offer, their heirs at law and other person having or claiming to have any interest in the properties which are the subject matter of these proceedings, having failed to appear in person or by solicitor and answer the Bill of Complaint filed against them.

It is thereupon, this 27th day of April, 1964, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that the said Bill of Complaint be, and the same is hereby taken Pro Confesso against the Defendants, Ernest Osborne, Raymond L. Moss, Paul C. Gordon, Betty Jo Gordon, Director of Internal Revenue, Richard Offer and Emory Offer, their heirs at law and those claiming by, through or under them, and all persons having or claiming to have any interest in the properties which are the subject matter of these proceedings.

D Bowen Duckett
Judge

FILED
1964 APR 27 PM 1:40

24

RTO:dn
60362

BOOK 154 PAGE 520

JOHN T. HARDISTY Larkins Hundred Edgewater, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
BENJAMIN HARRIS and SUZANNE HARRIS, his wife, UNITED STATES OF AMERICA, et al	:	No. 15,910 Equity

---

A N S W E R

Now comes the United States of America by Thomas J. Kenney, United States Attorney for the District of Maryland, and Ronald T. Osborn, Assistant United States Attorney for said District, and for answer to the Bill of Complaint of the above plaintiff state:

1. Defendant is without sufficient knowledge or information to form a belief as to the allegations in paragraphs 1, 2, 3, 4 and 5.

2. The Defendant, United States of America, has no lien, title or other interest whatsoever in the property described in the Bill of Complaint filed herein. It does have an outstanding tax lien upon the individual property of the Defendant, Paul C. Gordon.

WHEREFORE, this Defendant respectfully requests that it be dismissed hence with its costs.

Thomas J. Kenney
Thomas J. Kenney
United States Attorney

Ronald T. Osborn
Ronald T. Osborn
Assistant United States Attorney

I hereby certify that a copy of the foregoing Answer was mailed on this 4th day of June, 1964, to John H. Hopkins, IV, Esq., Hays Building, Annapolis, Maryland, attorney for plaintiff.

Ronald T. Osborn
Ronald T. Osborn
Assistant United States Attorney

FILED
1964 JUN -8 AM 11:02

7 5

RTO:dn
60362

BOOK 154 PAGE 521

JOHN T. HARDISTY Larkins Hundred Edgewater, Maryland	:	IN THE CIRCUIT COURT
vs.	:	FOR
BENJAMIN HARRIS and SUZANNE HARRIS, his wife, UNITED STATES OF AMERICA, et al	:	ANNE ARUNDEL COUNTY No. 15,910 Equity

---

ORDER OF DISMISSAL

Pursuant to the Answer filed upon behalf of the Defendant, United States of America, it is

ORDERED that the above-entitled matter be and it is hereby dismissed as to the said Defendant, United States of America only.

O Brien Dunbar
Judge
Circuit Court for Anne Arundel County

6/8/64

FILED
1964 JUN -8 PM 4:05

BOOK 154 PAGE 522

JOHN T. HARDISTY	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
BENJAMIN HARRIS, et al	:	NO. 15,910 EQUITY

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

DECREE

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

It is thereupon, this 17th day of June, 1964, by the Circuit Court of Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the Defendants, Ernest Osborne, Raymond L. Moss, Paul C. Gordon and Betty Jo Gordon, his wife, Director of Internal Revenue, Richard Offer and Emory Offer, or of anyone claiming by, through or under them, in and to the properties described in this proceedings, be and the same are hereby barred and foreclosed.

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

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

4. That the Plaintiff shall pay the ~~costs of this~~ proceedings.

George Sachse
Judge

FILED
1964 JUN 15 AM 8:10

21

PETITION FOR FORECLOSURE

BOOK 154 PAGE 523

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

VS.

JOHN P. BAYNE and ELIZABETH A. BAYNE, his wife, and ABNER F. BLANKENSHIP

IN THE

CIRCUIT COURT

FOR
OF
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
IN EQUITY No. 16,037

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 13th **day of** February, **A. D.** 1959, **the defendant executed and delivered to** Capital Savings and Loan Association, Inc. **a mortgage upon certain** fee simple **property in the City of Baltimore, therein described, to secure the payment of the mortgage debt of $** 8,300.00 **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 said mortgage is in default inasmuch as the mortgagors are more than sixty (60) days in arrears in the payment of principal, interest and expenses as contracted for 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.

Paul Beall

Paul Beall, Attorney for Plaintiff

Attorney for Plaintiff

FILED

1963 DEC 13 PM 12:52

Plaintiff's Exhibit No. 1

Form 812 BOOK 154 PAGE 524

[DR.—CITY OR COUNTY]

BOOK 1274 PAGE 429

Mortgage

Equity No. 16,037

THIS MORTGAGE, Made this thirteenth day of February, in the year Nineteen Hundred and Fifty-nine, by and between John P. Bayne and Elizabeth A. Bayne, his wife, and Abner F. Blankenship,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and CAPITAL SAVINGS AND LOAN ASSOCIATION, INC., a body corporate, duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Eighty-three Hundred Dollars ($ 8300.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Eighty-three Hundred Dollars ($ 8300.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Sixty-five Dollars ($ 65.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of March, 1959, and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

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

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

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

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

BEING all that lot of ground situate on the southwesternmost side of Solomon's Island Road, containing one and sixty-nine one-hundredths (1.69) acres of land, more or less, which lot is more particularly described in a deed from Melvin W. Stearlings and wife to the herein named Mortgagors, as joint tenants, dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, to which deed reference is hereby made for the purpose of incorporating herein the description therein contained in as full and complete a manner as if incorporated verbatim herein.

FILED

1963 DEC 13 PM 12:52

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

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

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

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

THIS mortgage shall also secure future advances so far as is legally permissible under the Laws of the State of Maryland at the date hereof, and so far as may be legally permissible by any amendments, supplements or additions to the present law permitting such future advances.

AND the said Mortgagor does further covenant and agree:

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

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

AND the said Mortgagor does further covenant and agree that if the premises hereby mortgaged, or any part thereof, shall be damaged by fire or other hazard against which insurance is held, as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

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

4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, private maintenance charges, and charges imposed by covenants, agreements and restrictions of record, for which the property hereby mortgaged may become liable when payable. The Mortgagee is hereby authorized to pay the same, and the amount so paid shall be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.

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

6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(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, at the option of the Mortgagee.

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

8. That the mortgage loan may be prepaid, in whole or in part, and when the amount prepaid in any one year equals or exceeds twenty per centum (20%) of the original principal amount of the loan, ninety (90) days' advance interest on the amount prepaid may be charged as a consideration for the acceptance of such prepayment.

9. 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.

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

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

AND IT IS AGREED by the said Mortgagor that, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay to the said attorney, a fee of Seventy-five Dollars ($75.00) 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 of sale, or under the power of sale hereinafter authorized.

AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or John O. Dumler or Paul Beall, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars ($75.00) 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 such sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS:

Antoinette M. Granese

Antoinette M. Granese

John P. Bayne (SEAL)
John P. Bayne

Elizabeth A Bayne (SEAL)
Elizabeth A. Bayne

Abner F. Blankenship (SEAL)
Abner F. Blankenship

(SEAL)

4

BOOK 1274 PAGE 432

BOOK 154 PAGE 527

STATE OF MARYLAND, BALTIMORE CITY , to wit:

I HEREBY CERTIFY, That on this 13th day of February , 19 59 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John P. Bayne and Elizabeth A. Bayne, his wife, and Abner F. Blankenship,

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

At the same time also personally appeared Carl F. Dockman , 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 seal the day and year aforesaid.

Antoinette M. Granese
Notary Public

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese

My commission expires May 4, 1959

11.40

Rec'd for record Feb. 19, 1959 at 9:57 A.M.
Mailed to Kohlerman & Dumler

ANNE ARUNDEL COUNTY

Mortgage

FROM

JOHN P. BAYNE, ET AL

TO

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

KOHLERMAN AND DUMLER
Attorneys at Law
1406 Fidelity Building
Baltimore 1, Maryland

File No. 15338-T

Property:

1.69 acres
Solomon's Island Road

Description approved

Execution approved

STATEMENT OF MORTGAGE CLAIM

BOOK 154 PAGE 528

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

vs.

JOHN P. BAYNE and ELIZABETH A. BAYNE, his wife, and ABNER F. BLANKENSHIP

IN THE

CIRCUIT COURT

FOR ~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY

IN EQUITY No. 16,037

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage dated February 13, 1959	$ 8,300.00
Less payments thereon	529.69
Balance as of December 31, 1963	7,770.31

FILED 1963 DEC 13 PM 12:52

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this eleventh 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 CARL F. DOCKMAN, President of Capital 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,

Helena Reymann

My commission expires May 3, 1965 Helena Reymann, *Notary Public.*

6

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

BOOK 154 PAGE 529

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

vs.

JOHN P. BAYNE and ELIZABETH A. BAYNE, his wife, and ABNER F. BLANKENSHIP

IN THE

CIRCUIT COURT

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

IN EQUITY No. 16,037

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 Carl F. Dockman, President of Capital Savings and Loan Association, Inc.,

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.

Carl F Dockman
Affiant.
Carl F. Dockman, President

Subscribed and sworn to before me this 11th day of December, 1963.

Antoinette F. Grannese
Notary Public

My commission expires May 3, 1965

ANTOINETTE F. GRANNESE NOTARY PUB. BALTIMORE MD.

FILED

1963 DEC 13 PM 12:52

7

BOOK 154 PAGE 530

DECREE FOR SALE OF MORTGAGE PREMISES

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

vs.

JOHN P. BAYNE and ELIZABETH A. BAYNE, his wife, and ABNER F. BLANKENSHIP

IN THE

CIRCUIT COURT

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

IN EQUITY No. 16,037

.....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 16th **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 Paul Beall and James H. Whitney be and they are hereby appointed **Trustees** to make said sale, and that the course and manner of h proceedings shall be as follows: They shall 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 Eight Thousand Five Hundred Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future Decree or Order in the premises: They shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the ~~City of Baltimore~~ Anne Arundel, as they shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of their 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 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.

Approximate Value of Property $8,500.00

George Sachse
Judge

FILED

1963 DEC 17 AM 9:23

8

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

BOOK 12 PAGE 385

Bond No. 77 96 377

Dckt 21/folio 377
Cir No. 16,037 Equity

BOOK 154 PAGE 531

KNOW ALL MEN BY THESE PRESENTS:

That we, Paul Beall and James H. Whitney, 1406 Fidelity Bldg., Balto., 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 Five Hundred and 00/100 ($8,500.00) 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 9th day of April in the year of our Lord one thousand nine hundred and sixty-four

WHEREAS, the above bounden Paul Beall and James H. Whitney 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 Capital Savings & Loan Association, Inc.

vs:

John P. Bayne and Elizabeth A. Bayne his wife and Abner F. Blankenship

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Paul Beall and James H. Whitney

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

Signed, sealed and delivered in the presence of:

Joan C. Miller

Paul Beall (SEAL)
Paul Beall

James H. Whitney (SEAL)
James H. Whitney

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Sharon Greer
Sharon Greer *As to Surety*

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

MD3116a—1M, 6-63 163813
Trustee's Bond

Bond approved this 10th day of April, 1964
Louis N. Phippis, Clerk

FILED
1964 APR 10 AM 9:40

9

KOHLERMAN AND [illegible]MLER
Solicitors
1406 Fidelity Building
Baltimore, aryland 21201

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

LOCATED ON OLD ROUTE 2, NEAR FRIENDSHIP EIGHTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

By virtue of a Decree of the Circuit Court for Anne Arundel County (in Equity) Case No. 16037), the undersigned Trustees will sell at public auction on the premises, on

TUESDAY, THE 14TH DAY OF APRIL, 1964 AT 3:30 O'CLOCK P.M.

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

BEGINNING for the same at a hub set on the southwesternmost side of the Old Solomon's Island Road (Old Maryland State Route 2), said point of beginning being South forty-four degrees thirty-six minutes east two hundred ninety-five and seven one-hundredths feet (S 44 degrees 36' E 295.07') and South thirty-five degrees forty-eight minutes east eighty-three and thirty-eight one-hundredths feet (S 35 degrees 48' E 83.38') along the aforesaid side of the State Road from a fence post which marks the beginning of that conveyance from James Sansbury Webb and wife to Melvin W. Stearling and wife, by deed dated December 14, 1956, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. 1086, folio 526; thence from the point of beginning so fixed and binding on the southwesternmost side of the State Road, South thirty - seven degrees thirteen minutes east three hundred fifty feet (S 37 dgrees 13' E 350') to a hub set; thence leaving the aforesaid side of the State Road, South fifty-two degrees forty-seven minutes west two hundred ten feet (S 52 degrees 47' W 210') to a hub set; thence North thirty - seven degrees thirteen minutes west three hundred fifty feet (N 37 dgrees 13' W 350') to a hub set; thence North fifty-two degrees forty-seven minutes east two hundred ten feet (N 52 degrees 47' E 210') to the point of beginning. Containing one and sixty-nine one-hundredths (1.69) acres of land, more or less, according to a survey and plat made by T. T. Pantaleo, Registered Land Surveyor, Annapolis, Maryland, in January, 1959.

10 No. 1

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 532

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 11, 1964

We hereby certify, that the annexed Trustee's Sale Old Route 2 near Friendship Case No. 16037

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of April, 1964. The first insertion being made the 19th day of March, 1964.

FILED
1964
APR 13 PM 4:09

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

SAVING AND EXCEPTING therefrom all that lot of ground containing 0.153 of an acre of land as more fully described in a deed dated June 27, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1405, folio 211, from John P. Bayne, et al, to Kenneth Douglas Webb and wife.

SAID lot of ground being sold fronts three hundred fifty feet (350') on the southwest side of the Old Solomon's Island Road (Old Route 2) with a depth of one hundred seventy-two feet (172')) on the northwest side and increases to a depth of two hundred ten feet (210') on the southeast side, and a rear line on the southwest side of said lot of three hundred fifty-two and six one - hundredths feet (352.06') and contains one and five hundred forty-seven one-thousandths (1.547) of an acre, more or less.

IMPROVED BY A DWELLING.

TO REACH said property proceed south on the pesent Route 2 to the old Route 2, which is the second road on the left south of the junction of the present Route 2 with Route 256; turn left on old Route 2 and proceed on an up grade approximately one-half mile to the premises on the right of said last named road.

The property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

TERMS OF SALE: Cash. A deposit of $500.00 at time of sale balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County (in Equity), interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent, and all other public charges, including special paving taxes, if any, to be adjusted to date of sale.

PAUL BEALL,
JAMES H. WHITNEY
Trustees

ALEX COOPER, INC.
Auctioneers
212 N. Calvert St.
Balto. 2, Md.
PL. 2-4868 A-9

REPORT OF SALE

BOOK 154 PAGE 534

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

vs.

JOHN P. BAYNE and ELIZABETH A. BAYNE, his wife, and ABNER F. BLANKENSHIP

IN THE

CIRCUIT COURT

FOR ~~XXX~~ ANNE ARUNDEL COUNTY

(IN EQUITY)

Docket 21, folio 327 Case # 16037

To The Honorable Judge of the Circuit Court of Baltimore City:

The Report of Sale of Paul Beall and James H. Whitney Trustees appointed by the decree in the above entitled cause, to make sale of fee simple property located on the southwesternmost side of Old Solomon's Island Road in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

The Maryland Gazette, a Anne Arundel County newspaper published in ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Tuesday the fourteenth day of April, 1964, at 3:30 o'clock P. M. attend on the premises and then and there sold the fee simple property located on the southwesternmost side of Old Solomon's Island Road to Capital Savings and Loan Association, Inc., at and for the sum of Three Thou sand Five Hundred Dollars ($3,500.00), they having offered the highest price therefor.

Paul Beall

James H. Whitney

Trustees

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this sixteenth day of April, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared PAUL BEALL and JAMES H. WHITNEY, Trustees, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

Helena Reymann *Notary Public.*

My commission expires May 3, 1965

FILED APR 17 AM 11:18

ORDER NISI

BOOK 154 PAGE 535

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

versus

JOHN P. BAYNE and ELIZABETH A. BAYNE, his wife and ABNER F. BLANKENSHIP

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,037 Equity

Ordered, this 17th day of April, 1964, That the sale of the property in these proceedings mentioned made and reported by Paul Beall and James H. Whitney, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of May next.

The report states that the amount of sale was $3,500.00.

Louis M. Phipps Clerk.

True Copy,

Paul Beall, Atty.

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

(Final Order)

CAPITAL SAVINGS AND LOAN ASSOCIATION INC.

versus

JOHN P. BAYNE and ELIZABETH A. BAYNE, his wife and ABNER F. BLANKENSHIP

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of May, 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.

D. Brice Duckett
JUDGE.

FILED

1964 MAY 27 PM 2:50

12

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,037 Equity.
CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.
Versus
JOHN P. BAYNE and ELIZABETH A. BAYNE, his wife and
ABNER F. BLANKENSHIP

Ordered, this 17th day of April, 1964, That the sale of the property in these proceedings mentioned made and reported by Paul Beall and James H. Whitney, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of May next.

The report states that the amount of sale was $3,500.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

M-14

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 536

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 15, 1964

We hereby certify, that the annexed

Orders Nisi Sale
Eq. 16,037
John P. Bayne

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of May, 1964. The first insertion being made the 23rd day of April, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 MAY 15 PM 3:35

By H. Tilghman

13 No. M. G. 6-5-35

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

VS

JOHN P. BAYNE and ELIZABETH A. BAYNE, his wife, and ABNER F. BLANKENSHIP

KOHLERMAN AND DUMLER
Solicitors
1406 Fidelity Building
Baltimore, aryland 21201

Trustee's Sale
OF VALUABLE FEE SIMPLE PROPERTY

LOCATED ON OLD ROUTE 2, NEAR FRIENDSHIP EIGHTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

By virtue of a Decree of the Circuit Court for Anne Arundel County (in Equity) Case No. 16037), the undersigned Trustees will sell at public auction on the premises, on

TUESDAY, THE 14TH DAY OF APRIL, 1964, AT 3:30 O'CLOCK P.M.

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

BEGINNING for the same at a hub set on the southwesternmost side of the Old Solomon's Island Road (Old Maryland State Route 2), said point of beginning being South forty-four degrees thirty-six minutes east two hundred ninety-five and seven one-hundredths feet (S 44 degrees 36' E 295.07') and South thirty-five degrees forty-eight minutes east eighty-three and thirty-eight one-hundredths feet (S 35 degrees 48' E 83.38') along the aforesaid side of the State Road from a fence post which marks the beginning of that conveyance from James Sansbury Webb and wife to Melvin W. Stearling and wife, by deed dated December 14, 1956, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. 1086, folio 526; thence from the point of beginning so fixed and binding on the southwesternmost side of the State Road, South thirty - seven degrees thirteen minutes east three hundred fifty feet (S 37 dgrees 13' E 350') to a hub set; thence leaving the aforesaid side of the State Road, South fifty-two degrees forty-seven minutes west two hundred ten feet (S 52 degrees 47' W 210') to a hub set; thence North thirty - seven degrees thirteen minutes west three hundred fifty feet (N 37 dgrees 13' W 350') to a hub set; thence North

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
In Equity
(Case No. 16037)

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 14th day of April 1964, sold the property described in the attached advertisement of sale at and for the sum of $ 3500.00 to Capital Sav. & Loan Assn. he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper - Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 14th day of April 1964, purchased the property described in the attached advertisment of sale from Paul Beall and James H. Whitney, Trustees at and for the sum of $ 3500.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisment of sale.

Charles L. Lee - V.P.
Purchaser

FILED
1964 MAY 27
FILED
AM 9:52

14

fifty-two degrees forty-seven minutes east two hundred ten feet (N 52 degrees 47' E 210') to the point of beginning. Containing one and sixty-nine one-hundredths (1.69) acres of land, more or less, according to a survey and plat made by T. T. Pantaleo, Registered Land Surveyor, Annapolis, Maryland, in January, 1959.

SAVING AND EXCEPTING therefrom, all that lot of ground containing 0.153 of an acre of land as more fully described in a deed dated June 27, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1405, folio 211, from John P. Bayne, et al, to Kenneth Douglas Webb and wife.

SAID lot of ground being sold fronts three hundred fifty feet (350') on the southwest side of the Old Solomon's Island Road (Old Route 2) with a depth of one hundred seventy-two feet (172')) on the northwest side and increases to a depth of two hundred ten feet (210') on the southeast side, and a rear line on the southwest side of said lot of three hundred fifty-two and six one - hundredths feet (352.06') and contains one and five hundred forty-seven one-thousandths (1.547) of an acre, more or less.

IMPROVED BY A DWELLING.

TO REACH said property proceed south on the pesent Route 2 to the old Route 2, which is the second road on the left south of the junction of the present Route 2 with Route 256; turn left on old Route 2 and proceed on an up grade approximately one-half mile to the premises on the right of said last named road.

The property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

TERMS OF SALE: Cash. A deposit of $500.00 at time of sale balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County (in Equity), interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent, and all other public charges, including special paving taxes, if any, to be adjusted to date of sale.

PAUL BEALL,
JAMES H. WHITNEY
Trustees

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

A-9

BOOK 154 PAGE 539

In the Case of

Capital Savings and Loan Assoc., Inc.

VS.

John P. Bayne, et al

In the

Circuit Court

For

Anne Arundel County

No. 16,037 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 JUN 25 AM 11:17

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 13th day of July, 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. Watson, deputy

FILED
1964 JUL 13 AM 11:10

16 Dr. Mortgaged Real Estate of John P. Bayne, Elizabeth A. Bayne, his wife, and Abner F. Blankenship

In Acct. with

Paul Beall and James H. Whitney, Trustees — Cr.

By	Amount of sale, as per Trustees Report of Sale filed			3,500	00		
By	Interest, 6% on deferred payment $3,000.00 from 4/14/64 to 6/1/64			26	83		
						$3,526	83
To	Trustees for Fee, viz	75	00				
To	Trustees for Commissions, viz	135	00				
				$ 210	00		
To	Trustees for Court Costs, viz						
	Plaintiff's Solicitor, Appearance Fee	10	00				
	Clerk, Court Costs	28	00				
	Auditor, this account	22	50				
				$ 60	50		
To	Trustees for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising and nisi - sale	158	52				
	Sunpapers, Advertising - sale	45	40				
	Fidelity & Deposit Co., of Md. - Bond	34	00				
	Alex Cooper Auctioneers, Inc. - fee	25	00				
	Adjustment, 1964 taxes	45	00				
	½ Federal and State Revenue Stamps	5	78				
				$ 313	70		
To	Capital Savings & Loan Association,						
	Mortgagee, on account of mortgage claim	$2,942	63				
				$2,942	63		
						$3,526	83
	Balance due on mortgage, as per claim filed	7,770	31				
	Interest, 6% thereon from 1/1/64 to 7/10/64	252	53				
		8,022	84				
	Credit amount allowed above	2,942	63				
	This amount subject to decree in personam	$ 5,080	21				

PETITION FOR FORECLOSURE

BOOK 154 PAGE 541

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

VS.

WALTER R. COMBS and GOLDIE S. COMBS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 26th **day of** February **A. D.** 1954 **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 $** 7,550.00 **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.

Winson G. Gott, Jr., Lee Bldg.
Annapolis, Maryland

WILLIAM C. ROGERS, *Attorney for Plaintiff*
113 E. Baltimore Street
Baltimore 2, Maryland
Sa. 7-4456

FILED
1963 MAR -7 AM 10:27

"PETITIONER'S EXHIBIT NO. 1"

VA Form 4-6318 (Home Loan). Aug. 1953. Use optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

MARYLAND

LIBER 815 PAGE 300

BOOK 154 PAGE 542

MORTGAGE

THIS MORTGAGE, made this 26th day of February, A. D. 19 54, by and between WALTER R. COMBS and GOLDIE S. COMBS, his wife, - - - - - - - -

of Anne Arundel County - - - - - - - - - - - - - -, in the State of Maryland, hereinafter called the Mortgagor, and FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate duly incorporated - xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx 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 SEVENTY-FIVE HUNDRED FIFTY - - - - - - - - - - - - - - - - Dollars ($ 7550.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of FRATERNITY 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 FORTY-SEVEN DOLLARS AND SEVENTY-SEVEN CENTS Dollars ($ 47.77), commencing on the first day of April - - - - , 1954 , and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of March - - - - - - , 19 74 . 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:

THE first thereof being known as Lot No. 9 Section A on the plat of Sumac Fields duly recorded among the Land Records of Anne Arundel County in Cabinet 3 Rod E-4 Plat 5. Situate on the southeast side of Marley Station Road.

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 JOHN P. HARVEY and RUTH E. HARVEY, his wife, to WALTER R. COMBS and GOLDIE S. COMBS, his wife, the within Mortgagors.

THE second thereof being known as LotNo. 10 of Section A as shown on a certain plat entitled Plat of Sumac Fields made by E.V. Coonan and Co. Surveyors and Civil Engineers, 231 St. Paul Place, Baltimore Md. dated November, 1941 and duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 5. Situate on the southeast side of Marley Station Road.

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 JOHN P. HARVEY and RUTH E. HARVEY, his wife, to WALTER R. COMBS and GOLDIE S. COMBS, his wife, the within Mortgagors.

FILED

1963 MAR -7 AM 10:27

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

16—49890-6

2

3

THE Mortgagors convenant 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.

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, forever in fee simple.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ruby C. Quandt
RUBY C. QUANDT

Walter R. Combs [SEAL]
WALTER R. COMBS

Goldie S. Combs [SEAL]
GOLDIE S. COMBS

[SEAL]

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit:

I HEREBY CERTIFY, That on this 26th day of February, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the~~ Queen Anne's County aforesaid, personally appeared WALTER R. COMBS and GOLDIE S. COMBS, his wife - - - - - - - - - - - - - - - the above named Mortgagors, and they acknowledged the foregoing mortgage to be their - - - - - - - - - - - - - - - act.

At the same time also personally appeared STANLEY L. HOLMES, - - - - - - - - - - -, 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.

RUBY C. QUANDT NOTARY PUBLIC QUEEN ANNE'S COUNTY

Ruby C. Quandt
Notary Public.
RUBY C. QUANDT

My commission expires May 2nd, 1955.

Recorded: March 2, 1954 at 3 P.M.

FILE NO. 25015
WRITTEN BY ... NL
FORM APPROVED ... [illegible]
READY FOR RECORD ... [illegible]

(2)

STATE OF MARYLAND

Mortgage

FROM

WALTER R. COMBS

GOLDIE S. COMBS, his wife

TO

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record 2 March 1954, at 3:00 o'clock P. M.
Same day recorded in Liber JHH No. 815 Folio 3 &c., one of the Land Records of A.A. County
and examined per
JOHN H. HOPKINS, 3rd, Clerk.
Cost of Record, $ 12.50

U. S. GOVERNMENT PRINTING OFFICE 16—49890-4

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

STATEMENT OF MORTGAGE CLAIM

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

vs.

WALTER R. COMBS and GOLDIE S. COMBS, his wife

IN THE
BOOK 154 PAGE 546
CIRCUIT COURT
—~~XX~~— FOR
~~XXXXXXXXXXXX~~
ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE DEBT

The Statement of the Mortgage Claim of Fraternity Federal Savings and Loan Association, under the mortgage from Walter R. Combs and Goldie S. Combs, his wife, to Fraternity Federal Savings and Loan Association dated February 26, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 815, Folio 300.

Walter R. Combs & wife
Marley Station Road, Box 359
Anne Arundel County

February 15, 1963

Original amount of loan	$7,550.00
Interest through February	2,546.90
Taxes	1,232.04
Fire Insurance	198.28
	$11,527.22
Less amount of payments	6,394.30
Balance due on loan	$5,132.92

FRATERNITY FEDERAL SAVINGS
AND LOAN ASSOCIATION

BY William G. Riggs
WILLIAM G. RIGGS, Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 15th day of February in the year nineteen hundred and sixty-three, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

HERBERT C. MOORE NOTARY PUBLIC BALTIMORE, MD.

As witness my hand and Notarial Seal,

HERBERT C. MOORE *Notary Public.*

FILED
1963 MAR -7 AM 10:28

DECREE FOR SALE OF MORTGAGE PREMISES

BOOK 154 PAGE 547

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

vs.

WALTER R. COMBS and GOLDIE S. COMBS, his wife

IN THE

CIRCUIT COURT

~~OF~~ FOR

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY

TERM, 19..

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

It, is, Thereupon, This 7th day of March, ..., in the year nineteen hundred and sixty-three, by the Circuit Court ~~for Baltimore County~~ 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 Seventy-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 ~~Baltimore~~ Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs, personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

O Bruce Duckett
Judge

FILED

1963 MAR -7 PM 1:56

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity
vs.	*	
WALTER R. COMBS, and GOLDIE S. COMBS, his wife		

* * * * *

PETITION AND ORDER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of William C. Rogers, Trustee, and attorney for plaintiff respectfully shows:

I

That your petitioner is the Trustee heretofore appointed in these foreclosure proceedings pursuant to an assent to a decree in the mortgage, and he filed the original petition as attorney for the plaintiff.

II

That the defendants are the record holders of the property secured by this mortgage (commonly called "G.I." mortgage), which was dated February 26, 1954 and was originally in the amount of $7,550.00; that said mortgage is at present 9 months in arrears; that intent to foreclose has been filed with the Veterans Administration which has authorized your petitioner to proceed with foreclosure; that the mortgage balance is approximately $5,000.00.

III

That the defendant Walter R. Combs and the defendant, Goldie Combs (now Goldie Burns) have been divorced for approximately five years; that until recently the property in these proceedings has been occupied by the said Goldie Burns (formerly Goldie Combs), her husband Herbert Burns, and children by both marriages; that the Burns family has now vacated the premises, moving to Country Estates, Anne Arundel County, leaving the property very badly

FILED
1954 FEB 28 AM 10:28

8

in need of repairs. BOOK 154 PAGE 549

IV

That the defendant, Walter R. Combs, has been for some years with the United States Army in Germany, where he has remarried; that the Veterans Administration has written his commanding officer regarding this pending mortgage foreclosure, but neither the Veterans Administration or your petitioner's attorney (referred to in the letter) have received any reply.

V

That because of the Soldiers and Sailors Civil Relief Act of 1940 as amended, U.S. Code, Title 50, your petitioner believes an attorney should be appointed to represent the defendants to show cause why your petitioner should not proceed with this foreclosure and advertise the property for sale.

Wherefore your petitioner prays that an order be passed appointing an attorney to represent the defendants to show cause why your petitioner should not proceed with the foreclosure in this case in accordance with the terms of the mortgage, and to grant such other and further orders and relief as this cause may require.

And as in duty bound, etc.

WILLIAM C. ROGERS, Trustee
and Attorney for Plaintiff

STATE OF MARYLAND)
) To wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 26th 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 C. Rogers, Trustee and made oath in due form of law that the matters and facts stated in the aforegoing Petition are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

9

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity
vs.	*	
WALTER R. COMBS, and GOLDIE S. COMBS, his wife	*	

* * * * *

ORDER

Upon the aforegoing petition and affidavit, it is this day of February, 1964, Ordered and Decreed by the Circuit Court for Anne Arundel County, that Hugh K. Holmes be and he is hereby appointed as Attorney to represent the defendants herein, and it is further Ordered and Decreed that William C. Rogers, Trustee, shall be authorized to proceed with the sale of the property in these proceedings in accordance with the terms of the mortgage unless cause to the contrary be shown on or before 20th March , 1964, provided a copy of this petition and order be served on the defendants or on Hugh K. Holmes Attorney for the defendants on or before March 6 , 1964.

William C. Rogers
Judge

Service of copy admitted this 3rd. day of March , 1964.

Hugh K. Holmes
Attorney for Defendants

FILED

1964 FEB 28 PM 12:26

10

FRATERNITY FEDERAL SAVINGS AND	BOOK *154 PAGE 551	IN THE
LOAN ASSOCIATION, a body corporate,	*	CIRCUIT COURT FOR
Vs.	*	ANNE ARUNDEL COUNTY
WALTER R. COMBS and	*	In Equity
GOLDIE S. COMBS, His Wife.	*	Equity No. 15,478
	*	

ANSWER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Walter R. Combs and Goldie S. Combs, by Hugh K. Holmes, their Solicitor, respectfully shows:

1. That they admit the allegations contained in Paragraph I of the said Petition.

2. That they neither admit or deny the allegations contained in Paragraphs II through V of the said Petition.

3. And further answering the said Petition, your Orator informs the Court of the following facts:

A. That he has advised both of the Defendants of the pendency of this proceeding by letters sent by Registered Mail; copies of said letters are attached hereto and marked respectively "Defendants' Exhibit No. 1" and "Defendant's Exhibit No. 2".

B. That the letter sent to Goldie S. Burns (formerly Goldie Combs) was returned to the sender marked "Unclaimed", and is attached hereto and marked "Defendants' Exhibit No. 3".

C. That the letter sent to Walter R. Combs was delivered, and a reply from the said Walter R. Combs was received, and is attached hereto and marked "Defendants' Exhibit No. 4".

4. And further answering the said Petition, your Orator believes that the interests of the absent Defendant, Walter R. Combs, serving on active duty with the Armed Forces of the United States, require the protection of this Honorable Court, and your Orator therefore respectfully prays that this Court pass such order in the premises as will result in equity to all parties concerned, having

LAW OFFICES OF
HUGH K. HOLMES
LAKE SHORE
PASADENA MARYLAND

FILED

1964 APR -3 AM 9:13

//

due regard for the interests of the absent Defendant serving in the Armed Forces.

And having fully answered the said Petition, the Defendants respectfully pray that they may be henceforth dismissed, with their proper costs.

AND AS IN DUTY BOUND, etc.

Hugh K. Holmes, Solicitor for the Defendants.
Lake Shore, Pasadena, Maryland
'phone CL 5-0700.

CERTIFICATE OF MAILING

I hereby c ertify that I have, on this 2nd. day of April, 1964, mailed copies of the aforegoing Answer to Winson G. Gott, Jr., Esq., Lee Building, Annapolis, Maryland, and William C. Rogers, Esq., The Rogers Building, 113 East Baltimore Street, Solicitors for the Plaintiff, postage prepaid.

Hugh K. Holmes

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

12

PHONE
255-0700

HUGH K. HOLMES
ATTORNEY AT LAW
LAKE SHORE, PASADENA, MARYLAND

BOOK 154 PAGE 553

March 6, 1964

SP/5 Walter R. Combs
90th Trans. Co.
APO 177
New York, New York

Dear Mr. Combs:

I have been appointed by Court Order to represent you in the matter of a foreclosure proceeding for the sale of your real property, which has been filed by the Fraternity Federal Savings and Loan Association.

It is alleged that your mortgage payments ($69.75 monthly plus $2.76 monthly late charge) are at least nine months in arrears, and that the property is now in poor condition, and the Veterans Administration has authorized the foreclosure.

I am required, under the Court Order, to file an answer on your behalf on or before March 20th, 1964, to show cause (if any you have) why this property should not be foreclosed upon and sold.

Please reply immediately and let me know if there are any new special facts, circumstances, or reasons why the foreclosure should not be permitted.

Very truly yours,

Hugh K. Holmes

HKH:ah

DEFENDANTS' EXHIBIT NO. 1.

COPY

FILED
1964 APR -3 AM 9:13

13

REGISTERED NO. 4263

Value $..... Spec. del'y fee $.....
Fee $ 60 Ret. receipt fee $ 10
Surcharge $..... Rest. del'y fee $ 50
Postage $ 08 ☒ Airmail

PASADENA, MD. SHORE BUR. STA. MAR 6 1964

Postmaster By.....

From Hugh K. Holmes
Pasadena Md
To SP/5 Walter R. Combs.
90th Trans Co.
APO 177-N.Y N.Y.

POD Form 3806—Oct. 1960 e48-16—70403-6

PHONE
255-0700

HUGH K. HOLMES
ATTORNEY AT LAW
LAKE SHORE, PASADENA, MARYLAND

March 6, 1964

Mrs. Goldie S. Burns
129 North Meadow Drive
Country Club Estates
Glen Burnie P. O., Maryland

Dear Mrs. Burns:

I have been appointed by Court Order to represent you in the matter of a foreclosure proceeding for the sale of your real property, which has been filed by the Fraternity Federal Savings and Loan Association.

It is alleged that your mortgage payments ($69.75 monthly plus $2.76 monthly late charge) are at least nine months in arrears, and that the property is now in poor condition, and the Veterans Administration has authorized the foreclosure.

I am required, under the Court Order, to file an answer on your behalf on or before March 20th, 1964, to show cause (if any you have) why this property should not be foreclosed upon and sold.

Please reply immediately and let me know if there are any new special facts, circumstances, or reasons why the foreclosure should not be permitted.

Very truly yours,

Hugh K. Holmes

Hugh K. Holmes

HKH:mb

COPY

DEFENDANTS' EXHIBIT NO. 2.

FILED
1964 APR -3 AM 9:18

14

REGISTERED NO. 4262
Value $ ..... Spec. del'y fee $ .....
Fee $ 60 Ret. receipt fee $ 10
Surcharge $ ..... Rest. del'y fee $ 50
Postage $ 05 ☒ Airmail
Postmaster, By
From Hugh K. Holmes
Pasadena Md.
To Mrs Goldie S. Burns
129 N. Meadow Drive
Country Club Estates P.O. Md.
POD Form 3806—Oct. 1960
e48—16—70493-5

POSTMARK
PASADENA, MD.
LAKE SHORE BUR.
MAR 6 1964

HUGH K. HOLMES
ATTORNEY AT LAW
LAKE SHORE, PASADENA, MARYLAND
21122

Addressee not Home 3/7/64 notice 13/B

RETURNED TO WRITER

Refused

Mrs. Goldie S. Burns
129 North Meadow Drive
Country Club Estates
Glen Burnie Post Office, Maryland

RETURN RECEIPT REQUESTED

Name
1st Notice
2nd Notice
Return 3-29-64

FINAL NOTICE 3/12

Return to Addressee Only

4262

DEFENDANTS' EXHIBIT NO. 3.

LAW OFFICES OF
HUGH K. HOLMES
LAKE SHORE
PASADENA MARYLAND

FILED
1964 APR -3 AM 9:13

15

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

DEFENDANTS' EXHIBIT NO. 4.

FILED
1964 APR -3 AM 9:18

Illesheim Germany
11 Mar 1964

Dear Sir,

This is in reply to your letter received 17 Mar 10.

There are many reasons why a foreclosure should not be permitted. One of the main reasons is that I have not been given the opportunity to choose counsel, or appear in my own behalf. Being in the Armed Forces, serving overseas is reason enough for a foreclosure to at least be postponed until I arrive in the U. S.

I would like for the property to be put in the

hands of a Real Estate agent and properly disposed of in that manner. However I would like settlement of the property held until I arrive in the states in order that I may put a judgement against Mrs Burns' half of the equity to cover the cost of divorce of which was awarded by a Pennsylvania court.

Please advise me as to the court's decision.

Yours Truly
Lucille K. Combs

BOOK 154 PAGE 556

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate :

vs. :

WALTER R. COMBS and GOLDIE S. COMBS, his wife :

EQUITY NO. 15, 478

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

ORDER OF COURT

The Defendants, Walter R. Combs and Goldie S. Combs, having failed to show cause as required by the Order of this Court dated February 28, 1964, although it appears that a copy of the petition and order thereon was duly served on Hugh K. Holmes, Attorney for the Defendants appointed by this Court, and the said attorney having filed his Answer showing no valid reason why the Trustee should not proceed with the sale of the property in these proceedings in accordance with the terms of the mortgage.

It is therefore this 7th day of April, 1964, Ordered and Decreed by the Circuit Court for Anne Arundel County that William C. Rogers, Trustee, be and he is hereby authorized to proceed with the sale of the property in these proceedings in accordance with the terms of the said mortgage.

Trustee to advise Hugh K. Holmes Esq of all proceedings.

V. Bowie Duckett

FILED

1964 APR -7 PM 4:19

17.

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.		
WALTER R. COMBS, and GOLDIE S. COMBS, his wife	*	

AFFIDAVIT OF MILITARY STATUS

* * * * *

STATE OF MARYLAND)
) To wit:
CITY OF BALTIMORE)

On this 29th day of April, 1964, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, personally appeared William C. Rogers, Trustee in the above entitled cause, who being duly sworn according to law, deposed and said:

That it has been found on diligent inquiry that Goldie S. Combs, now Goldie S. Burns, is not in the military service of the United States; that Walter R. Combs is in the United States Army in Germany; that an attorney has been appointed for him in these proceedings by the Circuit Court for Anne Arundel County; that an Order was signed by the Honorable Court, in these proceedings, authorizing the Trustee herein to proceed with the sale of the property in this case.

WILLIAM C. ROGERS, Affiant

Sworn to, acknowledged and subscribed to before me, the day and year first above written.

Herbert C. Moore
Notary Public

HERBERT C. MOORE NOTARY PUBLIC BALTIMORE, MD.

FILED
1964 APR 30 AM 11:38

18

BOOK 154 PAGE 559

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
WALTER R. COMBS, and GOLDIE S. COMBS, his wife		

* * * * *

AMENDED STATEMENT OF MORTGAGE DEBT

The Statement of the Mortgage Claim of Fraternity Federal Savings and Loan Association, under the mortgage from Walter R. Combs and Goldie S. Combs, his wife, to Fraternity Federal Savings and Loan Association dated February 26, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 815, Folio 300.

April 23, 1964

Walter R. Combs & wife
Marley Station Road, Box 359
Anne Arundel County

Original amount of Loan	$7,550.00	
Interest through April	2,823.95	
Taxes	1,382.83	
Fire Insurance	263.09	
Sanitary Charge	70.00	
Securing property	37.65	$12,127.52
Less amount of payments	-6,882.55	
Balance due on Loan	$5,244.97	

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 23rd day of April, 1964 before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, 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.

Herbert C. Moore
HERBERT C. MOORE, Notary Public

FILED
1964 APR 30 AM 11:37

19

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

BOOK 12 PAGE 402

BOND NO. 77 96 692

No. 15, 478 Equity

KNOW ALL MEN BY THESE PRESENTS: BOOK 154 PAGE 560

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 Seven Thousand Five Hundred and 00/100 ($7,500.00) ---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 28th day of April 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 and Loan Association a body corp.

vs:

Walter R. Combs and Goldie S. Combs, 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)

Richard R. Jones (SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Hilda V. Hunter *As to Surety* — By Clinton A. Killam, Jr. *Attorney-in-Fact*

FILED

1964 APR 30 AM 11:38

MD3116a—1M, 6-63 163813
Trustee's Bond

Bond approved this 30th day of April, 1964

Louis N. Phipps, Clerk

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 3RD ELECTION DISTRICT
NO. 7 MARLEY
STATION ROAD

By virtue of Decree of the Circuit Court for Anne Arundel County the undersigned Trustee will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland on

SATURDAY
MAY 2, 1964 AT
11:00 A.M.

Those lots of ground and improvements thereon in the 3rd Election District, described as follows:

The first thereof being known as Lot No. 9, Section A on the plat of Sumac Fields duly recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod E-4 Plat 5.

The second thereof being known as Lot No. 10 of Section A as shown on a certain plat entitled Plat of Sumac fields made by E. V. Coonan and Co., Surveyors and Civil Engineers, 231 St. Paul Place, Baltimore, Md. dated November 1941 and duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-4 Plat No. 5.

The improvements thereon being known as 7 Marley Station Road.

Subject to the legal operation and effect of agreements, covenants, easements and restrictions of record affecting the same, if any.

IMPROVEMENTS: a 1 story frame dwelling, 5 rooms and 2 baths.

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 M-1

OFFICE OF 15478

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 561

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 2, 1964

We hereby certify, that the annexed

Trustee's Sale
No. 7 Marley Station Road

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 2nd day of May, 1964. The first insertion being made the 10th day of April, 1964

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964
MAY -4 AM 10:56

By H. Tilghman

ROBERT H. CAMPBELL - - - - Auctioneer

BOOK 154 PAGE 562

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 3rd ELECTION DISTRICT
NO. 7 MARLEY STATION ROAD

By virtue of Decree of the Circuit Court for Anne Arundel County the undersigned Trustee will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

Saturday, May 2, 1964

AT 11:00 A.M.

Those lots of ground and improvements thereon in the 3rd Election District, described as follows:

The first thereof being known as Lot No. 9, Section A on the plat of Sumac Fields duly recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod E-4 Plat 5.

The second thereof being known as Lot No. 10 of Section A as shown on a certain plat entitled Plat of Sumac Fields made by E. V. Coonan and Co., Surveyors and Civil Engineers, 231 St. Paul Place, Baltimore, Md., dated November 1941 and duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-4, Plat No. 5.

The improvements thereon being known as 7 Marley Station Road.

Subject to the legal operation and effect of agreements, covenants, easements and restrictions of record affecting the same, if any.

IMPROVEMENTS: A 1-story frame dwelling, 5 rooms & 2 baths.

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 MAY -6 AM 11:46

27

I hereby certify that I have this 2nd day of May, 1964, sold the property described on the attached Handbill to Arvil O. Hartman and Edna A. Hartman, his wife at and for the sum of Four Thousand Three Hundred Dollars ($4300.00) they being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

We ____ hereby certify that we, Arvil O. Hartman and Edna A. Hartman have on this 2nd day of May, 1964, purchased the property described on the attached Handbill from William C. Rogers, Trustee, at and for the sum of Four Thousand, Three Hundred Dollars ($4300.00) and we hereby agree to comply with the terms of sale as set forth in said Handbill.

Arvil O. Hartman

Edna A. Hartman

FILED

1964 MAY -6 AM 11:46

23

FRATERNITY FEDERAL SAVINGS AND	*	IN THE
LOAN ASSOCIATION, a body corporate		CIRCUIT COURT
	*	FOR
vs.		ANNE ARUNDEL COUNTY
WALTER R. COMBS, and	*	In Equity 15,478
GOLDIE S. COMBS, his wife		

* * * * *

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 7 Marley Station Road in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Evening Capital, 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, May 2, 1964 at 11:00 a.m. attend at the Court House Door 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 Arvil O. Hartman and Edna A. Hartman, his wife, at and for the sum of $4,300.00 which price was the highest amount bid for the property.

WILLIAM C. ROGERS, Trustee

FILED
1964 MAY -6 AM 11:46

24

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 3RD ELECTION DISTRICT
NO. 7 MARLEY
STATION ROAD

By virtue of Decree of the Circuit Court for Anne Arundel County the undersigned Trustee will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland on

SATURDAY
MAY 2, 1964 AT
11:00 A.M.

Those lots of ground and improvements thereon in the 3rd Election District, described as follows:

The first thereof being known as Lot No. 9, Section A on the plat of Sumac Fields duly recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod E-4 Plat 5.

The second thereof being known as Lot No. 10 of Section A as shown on a certain plat entitled Plat of Sumac fields made by E. V. Coonan and Co., Surveyors and Civil Engineers, 231 St. Paul Place, Baltimore, Md. dated November 1941 and duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-4 Plat No. 5.

The improvements thereon being known as 7 Marley Station Road.

Subject to the legal operation and effect of agreements, covenants, easements and restrictions of record affecting the same, if any.

IMPROVEMENTS: a 1 story frame dwelling, 5 rooms and 2 baths.

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

M-1

STATE OF MARYLAND)
) Sct:
CITY OF BALTIMORE)

I HEREBY CERTIFY, that on this 4th day of May, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

HERBERT C. MOORE, Notary Public

25

ORDER NISI

BOOK 154 PAGE 567

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

WALTER R. COMBS and GOLDIE S. COMBS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,478 Equity

Ordered, this 6th day of May, 1964, 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 June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of June next.

The report states that the amount of sale was $4,300.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Winson G. Gott, Atty.
(Final Order)

For the Evening Capital (May 8th Edition)

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

WALTER R. COMBS, AND GOLDIE S. COMBS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of June, 1967 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 Bowen Dunnett JUDGE.

FILED

1964 JUN 10 PM 1:19

26

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,478 Equity

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

WALTER R. COMBS and GOLDIE S. COMBS, his wife

Ordered, this 6th day of May, 1964, 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 June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of June next.

The report states that the amount of sale was $4,300.00.

LOUIS N. PHIPPS, Clerk

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

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 568

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 29, 1964

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 15,478

Walter R. Combs

7 Marley Station Road

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 June, 1964. The first insertion being made the 5th day of May, 1964

FILED

1964 JUN -1 PM 2:49

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

27

No. E. C. 6607

BOOK 154 PAGE 569

Equity No. 15,478

Affidavit by Purchasers

I hereby certify that on this 2nd day of May, 1964, before me, a Notary Public of the State of Maryland in the County of Anne Arundel, personally appeared Arvil O. Hartman and Edna A. Hartman, his wife, Purchasers of Lots 9 and 10, Section A, Sumac Fields, known as 7 Marley Station Road, at the foreclosure sale of the property of Walter R. Combs and Goldie S. Combs, and made oath in due form of law that they are the Purchasers of the 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

Arvil O. Hartman
Arvil O. Hartmen

Edna A. Hartman
Edna A. Hartman
Purchasers

FILED
1964 JUN -8 AM 8:41

26

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.
Vs.	*	Equity No. 15, 478
WALTER R. COMBS, and GOLDIE S. COMBS, his wife		

* * * * *

I hereby certify that in accordance with the Order of this Honorable Court dated April 7, 1964, I have advised Hugh K. Holmes, attorney for the defendants appointed by the Court, of all proceedings in this matter.

WILLIAM C. ROGERS, Trustee

FILED

1964 JUN 17 AM 10: 39

29

In the Case of BOOK 154 PAGE 571

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

VS.

WALTER R. COMBS and GOLDIE S. COMBS, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 15,478 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 JUL 1 AM 10 37

All of which is respectfully submitted.

July 1, 1964

John H. Hopkins, Iv, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 17th day of July, 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 JUL 17 PM 12 18

31

Dr. FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION VS.
WALTER R. COMBS and GOLDIE S. COMBS, his wife,

BOOK 154 PAGE 572

In Acct. with WILLIAM C. ROGERS, Trustee

					Cr.	
1964, May 2,						
Proceeds of Sale	4,300	00				
Interest on deferred payment of $3,800.00 from						
5/2/64 to 6/15/64	26	60	4,326	60		
Refund Anne Arundel Co. Sanitary Assessment						
6/15/64 to 12/31/64	37	91				
Refund Fire Insurance Premium	54	00	91	91		
					4,418	51
To Trustee for fee, viz:	100	00				
To Trustee for commissions, viz:	159	00	259	00		
To Trustee for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Defendants solicitors appearance fee	10	00				
Clerk of Court - Court costs	43	00				
Auditor - stating this account	22	50	85	50		
To Trustee for Expenses, viz:						
Capital Gazette Press - advertising sale	97	12				
Capital Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	18	03				
Robert H. Campbell - auctioneer's fee	35	00				
Fidelity & Deposit Co. - bond premium	30	00				
Hugh K. Holmes - fee - Court Order 6/15/64	50	00				
One-half cost documentary stamps	7	43				
Herbert C. Moore - notary fees	2	50				
1964 County & State taxes - adjusted						
1/1/64 to 5/2/64	83	20	338	28		
To Fraternity Federal Savings & Loan Assn. this						
balance on account of claim filed	3,735	73	3,735	73		
					4,418	51

Amount of Mortgage claim filed	5,244	97
Interest on principal balance of $5,244.97 from 5/1/64 to 7/17/64 - 71 days @ 4½ %	49	80
	5,294	77
Credit - amount allowed above	3,735	73
Balance subject to Decree in Personam	1,559	04

BOOK 154 PAGE 574

HENRY L. ROCKLIN, JR. and RICHARD PAUL GILBERT, Successor Trustees 210 E. Lexington Street Baltimore 2, Maryland	:	IN THE
	:	CIRCUIT COURT
vs.	:	OF
	:	ANNE ARUNDEL COUNTY
JACK L. HUBBELL and JOAN A. HUBBELL, his wife 5304 Patrick Henry Drive Anne Arundel County, Maryland	:	IN EQUITY No. 16,215
	:	

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket the above entitled case and file the Deed of Trust from Jack L. Hubbell and Joan A. Hubbell, his wife to Oliver M. Walker, W. Laird Dunlop, III and George H. Schmidt, Trustees, dated October 10, 1947 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 378 folio 273, as Complainants' Exhibit No. 1.

Please file the Appointment of Successor Trustee, from Charles R. Johnson, Jr. to Henry L. Rocklin, Jr. and Richard Paul Gilbert, Successor Trustees, dated January 10, 1964 and recorded among the Land Records of Anne Arundel County in Liber L. N. P. No. 1725 folio 330 as Complainants' Exhibit No. 2.

Please enter my appearance as Solicitor for the Trustees.

Samuel B. Bechkes
Solicitor for Complainants
228 Tower Building
Baltimore, Maryland-21202
SA 7-5243

FILED

1964 MAR 13 AM 10:30

F. H. A. Form No. 2127b
(For use under Section 203)
(Revised May 15, 1941)

DEED OF TRUST

Equity No. 16,215

BOOK 154 PAGE 575

THIS DEED, made this 10th day of October, 19 47, by and between Jack L Hubbell and Joan A. Hubbell, his wife, Tenants by the Entireties, party of the first part and Oliver M Walker, W. Laird Dunlop,III, George H. /Schmidt, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto Walker & Dunlop, Inc, a corporation organized and existing under the laws of the State of Delaware, in the principal sum of Four Thousand Two Hundred and 00/100 Dollars ($ 4,200.00), with interest from date at the rate of four per centum (4 %) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of Twenty-five and 45/100 Dollars ($ 25.45), commencing on the first day of December, 19 47, 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 November 19 67.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to them in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the County of Anne Arundel and State of Maryland, known and distinguished as

Lot No. 35, Block H on the Plat of Section 1, of Arundel Village Subdivision, which plat is recorded in Cabinet 3, Rod E-5, Plat No. 8, of the Plat Records of Anne Arundel County . The improvements thereon being known as No. 5304 Patrick Henry Drive.

Being the same lot of ground which by assignment of lease of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and assigned by Frank H. Creese and Company, Incorporated, a corporation of the State of Maryland, to the said parties of the first part for the renewable term of ninety-nine years, at and under an annual rent of Sixty Dollars, payable in equal half-yearly instalments on the 10th days of April and October in each and every year.

Subject to building restrictions and covenants of record;

FILED

1964 MAR 13 (a) 10:30

16—4384

2

3

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises.

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and assigns as trustees, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal thereof forever; subject to the payment of the aforesaid annual rent.

ALSO all rentals, income, issues, and profits that may accrue from said premises or any part thereof, provided however, that so long as the parties of the first part shall not be in default hereunder, the said parties of the first part shall be entitled to collect and receive the rents, income, issues and profits of the said premises.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, blinds, doors, hardware, wire, switches, electric fixtures, bells, insulations, and all other water, plumbing, ventilating and heating equipment, including stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, and shall be deemed part of the security for the indebtedness herein mentioned, and shall be covered by this deed of trust.

In addition to granting and conveying to the party of the second part, its successors and assigns, the leasehold estate in the above described property, the mortgagor hereby grants and conveys unto the mortgagee, its successors and assigns, title to any other interest or estate, in the above described property, including title to the reversion in fee and the annual ground rent payable out of the aforesaid described property, which the said party of the first part may at any time hereafter acquire. It is the intention of the parties of this mortgage that any and all interests and estates in the aforesaid described property which may now be owned by the mortgagor, his heirs, personal representatives and assigns, or which may be hereafter acquired shall enure to the benefit of the mortgagee, its successors and assigns, and be subject to the lien of this mortgage in the same manner and to all intents and purposes as if the mortgagor at the date of the execution of this mortgage owned and was vested with the title to all interest and estates in the above described property, which the mortgagor, his heirs, personal representatives and assigns, may acquire at any time prior to the payment of the mortgage debt secured by this mortgage in accordance with the terms hereof. In furtherance of the above grant of any after-acquired title to any interest or estate in the above described property, the mortgagor, for himself, his heirs, personal representatives and assigns, hereby stipulates, agrees and covenants with the mortgagee, its successors and assigns, that all the provisions of this mortgage, including the provisions for the foreclosure of this mortgage, as hereinafter set forth, shall and are intended to be applicable to any interest or estate in the above described property which may hereafter be acquired by the mortgagor, his heirs, personal representatives and assigns, as well to the leasehold estate in said property which is owned by the mortgagor at the date of the execution of this mortgage.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have, and apply to and for their sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at their cost.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at four and one-half per centum (4½%) per annum from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same in ~~fee simple~~ subject to above mentioned leasehold, upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, Lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, their heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

And the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, 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 at that time 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 the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Federal Housing Administrator on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the holder of the said note, on the first day of each month until the said note is fully paid, the following sums:

(*a*) If this Deed of Trust and the said note secured hereby 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 holder of the note in funds with which to discharge its obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The holder of the note shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the party of the first part all payments made under the provisions of this subsection which the holder of the note has not become obligated to pay to the Federal Housing Administrator.

(*b*) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the holder of the note) less all sums already paid therefor, divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by the holder of the note in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the holder of the note to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Administrator;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the party of the first part under (*b*) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (*b*) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the party of the first part shall pay to the holder of said note any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the party of the first part all payments made under the provisions of (*a*) of paragraph 2 hereof, which the holder of said note has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default, the holder of the note shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 2.

4. 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 holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

5. 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.

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the holder of the note 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 holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to

4

the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. The party of the first part further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within 3 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 3 months' time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

8. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (½) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

9. That if any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

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

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

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

Witness:

William O. Hayes Jr
William O. Hayes, Jr.

Jack L. Hubbell [SEAL]
Jack L. Hubbell

Joan A. Hubbell [SEAL]
Joan A. Hubbell

[SEAL]

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit:

I HEREBY CERTIFY, That on this 10th day of October, 19 47, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ COUNTY of Baltimore aforesaid, personally appeared Jack L. Hubbell and Joan A Hubbell, his wife, and have acknowledged the foregoing deed to be their act.

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

William O. Hayes Jr
William O. Hayes, Jr. *Notary Public.*

STATE OF MARYLAND

LOAN NO.

94172 **Deed of Trust**

JACK L. HUBBELL ET UX
JOAN A. HUBBELL

TO

OLIVER M. WALKER
W. LAIRD DUNLOP, III
AND
GEORGE H. SCHMIDT

Trustee.

RECEIVED FOR RECORD on the 38 day of October A. D. 1947, at 12 o'clock M., and recorded in Liber No. JHH 378 at folio 273 one of the Land Records.

Examined by John H. Hopkins 3rd *Recorder.*

MAIL TO: WALKER & DUNLOP, INC.
1313 Fidelity Bldg., Balto. Md.
13 00

BOOK 154 PAGE 580 BOOK 1725 PAGE 330 Equity No. 16,215

14328

APPOINTMENT OF SUCCESSOR TRUSTEE

WHEREAS, JACK L. HUBBELL and JOAN A. HUBBELL, his wife, by Deed of Trust dated October 10, 1947, and recorded in Liber J.H.H. 378, folio 273, among the Land Records of Anne Arundel County, did grant and convey to OLIVER M. WALKER, W. LAIRD DUNLOP, III, and GEORGE H. SCHMIDT, Trustees, certain real estate in said Deed of Trust described, in trust to secure the payment of a promissory note of even date with said Deed of Trust described; and

WHEREAS, the aforesaid Deed of Trust provides that the holder of the note has the right, and is authorized and empowered to appoint by an instrument in writing recorded wherever this Deed of Trust is recorded, a Substitute Trustee or Trustees in place and stead of any Substitute Trustee or Trustees appointed, who shall thereupon become vested with and succeed to all the title, power and duties hereby conferred upon the Trustees named herein, the same as if said Substitute Trustees had been named original Trustees by this instrument; and

WHEREAS, CHARLES R. JOHNSON, JR. has in his possession the note secured by said Deed of Trust and is the legal holder and owner thereof and is the only party having any interest in the indebtedness secured by said Deed of Trust.

NOW, THEREFORE, by virtue of the authority contained in said Deed of Trust the undersigned holder and owner of the indebtedness secured thereby does hereby by these presents designate and appoint HENRY L. ROCKLIN, JR. and RICHARD PAUL GILBERT, with offices at 210 East Lexington Street, Suite 101, Baltimore, Maryland, 21202, as Substitute Trustees under the terms and conditions of said Deed of Trust, as the Successors and Substitutes to the said Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, and said Henry L. Rocklin, Jr. and Richard Paul Gilbert are hereby vested with and do succeed to all the

FILED

1964 MAR 13 AM 10:30

6

title, power and duties conferred upon the said Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, with the same effect as if the said Henry L. Rocklin, Jr. and Richard Paul Gilbert had been named the original Trustees in the Deed of Trust.

IN WITNESS WHEREOF, the said Charles R. Johnson, Jr. has signed these presents this 10th day of January, 1964.

Witness:

Charles F. Endres

Charles R. Johnson, Jr. (SEAL)

STATE OF MARYLAND:
CITY OF BALTIMORE: To Wit:

I HEREBY CERTIFY, that on this 10th day of Jan., 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for City of Baltimore personally appeared Charles R. Johnson, Jr., who acknowledged himself to be the legal holder and owner of the note secured by a certain Deed of Trust, and made oath in due form of law that the within Appointment of Successor Trustee is his act and deed.

AS WITNESS my hand and Notarial Seal.

Charles F. Endres, Notary Public

My Commission Expires: May 3, 1965

Rec'd for record Jan 20 1964 at 9:30 A.M.
Mailed to Gilbert & Rocklin

STATEMENT OF ~~MORTGAGE~~ CLAIM

BOOK 154 PAGE 582

Henry L. Rocklin, Jr. et. al.

Successor Trustees

vs.

Jack L. Hubbell, et. al.

DOCKET ..... FOLIO .....

CASE NO. .....

FILED .....

IN THE

CIRCUIT COURT ~~No. 2~~

OF

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

IN EQUITY No. 16,215

STATEMENT OF ~~MORTGAGE~~ DEBT

Original amount of Debt	4800.00
Less payments on principal and interest	3404.07
Balance due on November 1, 1963	1395.93
Interest November 1, 1963 to March 12, 1964	20.40
Balance due on March 12, 1964	1416.33

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 12th day of March in the year nineteen hundred and sixty-four, before me, a Notary Public of the State of Maryland, in and for ~~said City of~~ Baltimore County, personally appeared Henry L. Rocklin, Jr. and Richard Paul Gilbert, Successor Trustees

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 Deed of Trust ~~mortgage~~ filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal.

Notary Public

FILED

1964 MAR 13 AM 10:30

8

Milita Affidavit under Soldiers' and S rs' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

BOOK 154 PAGE 583

IN THE

CIRCUIT COURT ~~No. 2~~

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

IN EQUITY

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

Case No. 16,215

Filed .....

Henry L. Rocklin, Jr., et. al.

Successor Trustees

vs.

Jack L. Hubbell and

Joan A. Hubbell, 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 Charles R. Johnson, Jr.

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

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

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

Charles R. Johnson Jr.
Affiant.

Subscribed and sworn to before me this 20th day of March 1964

Charles F. Emden
Notary Public

FILED

1964 MAR 26 AM 10:02

9

Trustee's Bond

BOOK 12 PAGE 381

KNOW ALL MEN BY THESE PRESENTS:

No. 16,215 Equity

THAT WE, HENRY L. ROCKLIN, JR., and RICHARD PAUL GILBERT, Successor Trustees, 2 E. Lexington Street as principal, and MARYLAND INDEMNITY INSURANCE 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 Three Thousand, Five Hundred ($ 3,500.00) - - - - - - Dollars, current money, to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 26th day of March in the year of our Lord one thousand nine hundred and sixty-four.

BOOK 154 PAGE 584

WHEREAS, the above bounden HENRY L. ROCKLIN, JR. and RICHARD PAUL GILBERT ~~by virtue of a decree of the Honorable the Judge of the Circuit Court No. 2 of Baltimore City~~, has been appointed Successor trustees to sell 5304 Patrick Henry Drive

mentioned in the proceedings in the case of HENRY L. ROCKLIN, Jr., and RICHARD PAUL GILBERT, Successor Trustees
vs.
JACK L. HUBBELL and JOAN A. HUBBELL, his wife
5304 Patrick Henry Drive

now pending in said Court:

Now the condition of the above Obligation is such

THAT IF THE ABOVE BOUNDEN HENRY L. ROCKLIN, JR. and RICHARD PAUL GILBERT 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 virture in law.

Signed, sealed and delivered in the presence of

Mildred M. Benson, As to Principal

Barbara Bendl, As to Surety

Henry L. Rocklin Jr. (Seal)
Henry L. Rocklin, Jr.

Richard Paul Gilbert [SEAL.]
Richard Paul Gilbert, Successor Trustees [SEAL.]

MARYLAND INDEMNITY INSURANCE COMPANY [SEAL.]

by Donald T. A. Fair [SEAL.]
Donald T. A. Fair, Attorney in Fact

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the MARYLAND INDEMNITY INSURANCE COMPANY a corporation of the State of Maryland does hereby constitute and appoint DONALD T. A. FAIR its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court ~~No. 2 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 duly affixed by its Vice-President and attested by its Assistant Secretary, this 26th Day of March, 1964

MARYLAND INDEMNITY INSURANCE COMPANY

By: Edward Rosenberg
Vice-President
Edward Rosenberg

ATTEST: Albert Fuger
Assistant Secretary

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

March 26, 1964

MARYLAND INDENMITY INSURANCE COMPANY

Albert Fuger
Assistant Secretary

FILED
1964 APR -2 AM 10:47

Bond approved this 2nd day of April, 1964

Louis N. Phipps, Clerk

10

BOOK 154 PAGE 585

Henry L. Rocklin, Jr. et. al.
Successor Trustees

vs.

Jack L. Hubbell, et. al

5304 Patrick Henry Drive (Arundel Village)

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
Anne Arundel County
In Equity
Case No. 16,215

AUCTIONEER'S AFFIDAVIT

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding us to be employed to make the sale for which the annexed bill or statement was rendered.

~~MICHAEL~~ FOX, AUCTIONEER

By Michael Fox

Subscribed and sworn to before me, a Notary Public in and for the City of Baltimore, by _____ this 17th day of April, 1964.

FLORENCE S. WOOLSTON NOTARY PUBLIC BALTIMORE MD.

Florence S. Woolston
Florence S. Woolston Notary Public

FILED
1964 APR 22 AM 10:21

11

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 17 day of April 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid personally appeared Norman Sill Agent, 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 Charles S. Johnson, and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

5304 Patuxent Range Drive

Norman Sill agent for Charles S. Johnson (SEAL)
Purchaser

(PLACE)

Michael Fox
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 APR 22 AM 10:21

12

BOOK 154 PAGE 587

HENRY L. ROCKLIN, JR., ET. AL. : IN THE
SUCCESSOR TRUSTEES

: CIRCUIT COURT FOR

VS.

: ANNE ARUNDEL COUNTY

JACK L. HUBBELL, ET. AL.

IN EQUITY

: Case No. 16,215

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Henry L. Rocklin, Jr. and Richard Paul Gilbert, Successor Trustees in the above entitled cause, respectfully shows, that after giving bond with security for the faithful discharge of their trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements in The Maryland Gazette a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Henry L. Rocklin, Jr. and Richard Paul Gilbert, Successor Trustees, did pursuant to said notice on Friday the 17th day of April, 1964 at 2:00 o'clock P. M. attend on the premises and then and there sold the property known as 5304 Patrick Henry Drive, Anne Arundel County, Maryland, to Charles R. Johnson, Jr. for the sum of Two Thousand Two Hundred and Fifty Dollars ($2250.00), subject to an annual ground rent of $60.00.

Henry L. Rocklin, Jr.

Richard Paul Gilbert,
Successor Trustees

Samuel B. Bechkes,
Solicitor for Trustees

FILED

1964 APR 22 AM 10:21

13

State of Maryland, City of Baltimore, to wit:

I hereby certify, that on this 20th day of April, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Henry L. Rocklin, Jr. and Richard Paul Gilbert, Successor Trustees, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and notarial seal.

Samuel B. Bechhes
Notary Public

ORDER NISI

HENRY L. ROCKLIN, JR., et al
Successor Trustees

versus

JACK L. HUBBELL, et al

BOOK 154 PAGE 589

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,215 Equity

Ordered, this 22nd day of April, 1964, That the sale of the property in these proceedings mentioned made and reported by Henry L. Rocklin, Jr., and Richard Paul Gilbert, Successor Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of June next.

The report states that the amount of sale was $2,250.00

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

Samuel B. Bechkes, Atty.
(Final Order)

Md. Gazette (for Apr. 30 edition)

HENRY L. ROCKLIN, JR., et al

versus

JACK L. HUBBELL, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2nd day of June, 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. Bruce Duckett
JUDGE.

FILED
1964 JUN -2 PM 2:16

15

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 16,215 Eqhity
HENRY L. ROCKLIN, JR., et al
Successor Trustees
JACK L. HUBBELL, et al

Ordered, this 22nd day of April, 1964, That the sale of the property in these proceedings mentioned made and reported by Henry L. Rocklin, Jr., and Richard Paul Gilbert, Successor Trustees BE RATIFIED AND CONFIRMED, unless cuase to the contrary thereof be shown on or before the 1st day of June nnext; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of June next.

The report states that the amount of sale was $2,250.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk

M-21

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 590

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 22, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,215
Jack L. Hubbell, 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 1st day of June, 1964. The first insertion being made the 30th day of April, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1964 MAY 22 PM 2:33

No. M. G. 65-66

16

In the Case of

BOOK 154 PAGE 591

HENRY L. ROCKLIN, JR., and
RICHARD PAUL GILBERT,
Successor Trustees

VS.

JACK L. HUBBELL and
JOAN A. HUBBELL, his wife

In the

Circuit Court

For

Anne Arundel County

No. 16,215 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 JUL -1 AM 11:22

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 17th day of July, 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. Watson deputy

FILED
1964 JUL 17 PM 12:18

17

18

Dr. Mortgaged Real Estate of Jack L. Hubbell & Joan A. Hubbell, his wife

BOOK 154 PAGE 592

In Acct. with Henry L.Rocklin,Jr.& Richard Paul Gilbert, Successor Trustees

				Cr.
By	Amount of sale, as per Trustees'			
	Report of Sale, filed		2,250 00	
By	Interest, 6& on Purchase Money			
	from 4/17/64 to 6/3/64		14 55	
				2,264 55
To	Trustees for Commissions, as per terms			
	of Deed of Trust, viz	22 50		
	Trustees for Attorney's Fee, as per			
	Order of Court, June ,1964	175 00		
			197 50	
To	Trustees for Court Costs, viz			
	Plaintiffs Sale, Appearance Fee	10 00		
	Clerk, Court Costs	29 25		
	Auditor, this account	25 00		
			64 25	
To	Trustees for expenses, viz			
	Capital-Gazette Press,Inc.			
	Advertisement - Nisi - Sale	92 00		
	Maryland Indemnity Insurance Co. - Bond	20 00		
	Michael Fox, Auctioneer's Fee	100 00		
	Adjustment, 1964 Taxes	51 96		
	Adjustment, Ground Rent	1 15		
			265 11	
To	Walker & Dunlop,Inc., Mortgagee			
	in full, for mortgage claim filed	1,416 33		
	Interest, 4% on principal balance,			
	$1,395.93 from 3/13/64 to 7/18/64	19 68		
			1,436 01	
To	Jack L. Hubbell and Joan A. Hubbell,			
	his wife, mortgagors' excess	301 68		
			301 68	
				2,264 55

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	*	
	*	(In Equity)
vs.	*	Docket No. 21, Folio 439
James H. Plunkert, Jr. and Patty L. Plunkert, his wife	*	Case No. 16,251
	*	

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

Mr. Clerk:

Please docket the above entitled suit and file among the papers the following instrument marked "Plaintiffs" Exhibit No. 1".

1. Original Mortgage from James H. Plunkert, Jr. and Patty L. Plunkert, his wife, to Leeds Federal Savings and Loan Association, dated June 26, 1961, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1486, folio 44etc..

Edward J. Brannan

Edward J. Brannan,
Attorney Named in Mortgage

541 Equitable Building, Balto. 2, Md.
Pl. 2-5903

FILED

1964 APR -3 AM 10:23

City-County Form.

16251

BOOK 1486 PAGE 44

BOOK 154 PAGE 594

This Mortgage, Made this 26th day of June, in the year one thousand, nine hundred and sixty-one, between James H. Plunkert, Jr. and Patty L. Plumkert, his wife

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

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of ELEVEN THOUSAND FIVE HUNDRED ($11,500.00) - - - - - - - - - - - - - - - - Dollars being part of the purchase money for the property hereinafter described:

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

By the payment on or before the first day of each month from date hereof; of the sum of SEVENTY-FIVE DOLLARS AND FORTY-FOUR CENTS ($75.44) - - - - ~~Dollars~~, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

Together with and in addition to the monthly payments of principal and interest payable under the terms of the Mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee on the first day of each month until the said debt is fully paid, a sum, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said estimated sum is insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the Mortgagee and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the Mortgagors, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments to continue until the whole of said principal and interest shall be paid in full, and said combined payments aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments, or public charges of every nature and description, ground rent, if any, fire, tornado insurance premiums and other charges, for which the property may be liable, and life insurance premiums on policies assigned to the Mortgagee, its successors or assigns; and (3) towards the payment of the aforesaid principal sum, or in any other way the Mortgagee may elect.

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

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

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

Lot numbered twenty-one (21) as shown on Plat No. 2 of Montevideo Court, recorded among the Land Records of Anne Arundel County in Plat Book No. 24, folio 36; said lot fronting seventy-five (75) feet on the southeast side of Montevideo Court with an even rectangular depth of two hundred twenty-five feet (225).

BEING the same lot of ground and premises which, by deed of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and conveyed by Clayton W. Bordley, Inc., a body corporate of the State of Maryland, unto James H. Plunkert, Jr. and wife, the Mortgagors herein.

FILED

1964 APR -3 AM 10:29

2

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its sueeessors and assigns, in fee simple, for all the rest and residue of the term of years yet to eome and unexpired therein, with the benefit of renewal forever; subjeet to the payment of the annual rent of $ 120.00 ; payable in equal semi-annual installments on the 26th days of June and December in eaeh 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 eomply with the covenants and eonditions 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, eovenant 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 suecessors or assigns, in some eompany aeeeptable to the Mortgagee, its sueeessors or assigns, to the extent of its lien thereon, and to deliver the poliey and all renewal reeeipts to the Mortgagee, its suceessors or assigns; and in case of the failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its suecessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to beeome so much additional indebtedness secured by this Mortgage and in the event of any loss by fire the insurance company or companies are hereby direeted by the Mortgagors to make payment for sueh loss to the Mortgagee only, and not to the Mortgagors and Mortgagee jointly; such payment at the option of the Mortgagec may be applied to the extinguishment of the prineipal, interest and expenses seeured 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, eonsent to the use by Mortgagors of said insuranee money for the reeonstruction of the improvements on the Mortgaged property; (3) to pay all ground rent, if any, taxes, water rent, insuranee, publie dues and assessments of every kind whatsoever, for whieh the property hereby mortgaged may become liable when payable. The Mortgagee, its sueeessors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the prineipal debt named herein and bear interest at the ratc of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its suceessors 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 beeome so mueh additional indebtedness secured by this Mortgage and be ineluded in any decree foreelosing this Mortgage, or in any sale of the premises for the foreelosure of the same; (4) to pay premiums on any life insurance policy or polieies assignec the Mortgagee, its suecessors or assigi r wherein the Mortgagee, its suc-

cessors or assigns, is the beneficiary and which is held by the Mortgagee, its successors or assigns, as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this Mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided; (7) that the holder of this Mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (10) that should twenty per cent. (20%) or more of the original loan be paid at one time before maturity, Mortgagors agree to pay to the said Mortgagee ninety days interest at six (6%) per cent. beyond the date of payment on the amount so prepaid. It is agreed and understood by the Mortgagors herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Leeds Federal Savings and Loan Association.

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

AND the said Mortgagors, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this Mortgage, (said sale to take place after a default has occurred in any of the conditions of this Mortgage, as herein provided); and the said Mortgagors do hereby (2) also authorize the said Mortgagee, its successors or assigns, or Edward J. Brannan, its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Two Hundred Fifty ($250.00) 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 whomsoever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, their heirs, personal representatives and assigns shall also include the successors and assigns of a corporate Mortgagor.

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Edward J. Brannan

James H. Plunkert, Jr. (SEAL)

Patty L. Plunkert (SEAL)

(SEAL)

(SEAL)

5

BOOK 154 PAGE 597 BOOK 1486 PAGE 47

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 26th day of June, 19 61, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared James H. Plunkert, Jr. and Patty L. Plunkert, his wife the Mortgagors, 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 Robert W. Bratton President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal

Edward J. Brannan
Edward J. Brannan, Notary Public

Rec'd for record June 27 1961 at 10:32 A.M.
Mailed to Edward J. Brannan

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Edward J. Brannan, Attorney Named in Mortgage

vs.

James H. Plunkert, Jr. and Patty L. Plunkert, his wife

"PLAINTIFFS' EXHIBIT NO. 1"

RECORD AND RETURN TO EDWARD J. BRANNAN EQUITABLE BUILDING BALTIMORE 2, MD.

BOOK 154 PAGE 598

Edward J. Brannan
Attorney Named in Mortgage

vs.

James H. Plunkert, Jr. and
Patty L. Plunkert, his wife

* IN THE CIRCUIT COURT FOR

* ANNE ARUNDEL COUNTY
(In Equity)

* Case No. 14,251

* Docket No.-- 21 Folio 439

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

(a) said defendants are not in the military service of the United States,

(b) said defendants are not in the military service of any Nation allied with the United States,

(c) said defendants have not been ordered to report for induction under the selective Training and Service Act of 1940 as amended.

(d) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Edward J. Brannan

Edward J. Brannan, Atty. Named in Mortgage.

Subscribed and sworn to before me

this 3rd day of April, 1964.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

FILED

1964 APR -3 AM 10:29

6

BOOK 154 PAGE 599

Edward J. Brannan, Attorney Named in Mortgage

vs.

James H. Plunkert, Jr. and Patty L. Plunkert, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

(In Equity)

Docket No. 21, Folio 439

Case No. 16251

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Leeds Federal Savings and Loan Association under the Mortgage from James H. Plunkert, Jr. and Patty L. Plunkert, his wife, dated June 26, 1961, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1486, folio 44 etc..

Original Amount of Mortgage	$ 11,500.00
Amount Paid on Account	273.07
	$ 11,226.93
Interest to May 4, 1964	63.61
	$ 11,290.54
Overdrawn Expense Acct.	29.29
Total	$ 11,319.83

11226.93
29.29
11256.22

Edward J. Brannan
Edward J. Brannan, Atty.Named in Mtge.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 3rd day of April, 1964, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage, the Plaintiff in the above entitled cause and made oath that the aforegoing is a just and true statement of the amount of the Mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf
Marguerite E. Wolf, Notary Public.

FILED
1964 APR -3 AM 10:29

1

Judicial 13—Maryland—Mortgagee's or Attorney's Bond (1-55) ⊙

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

BOOK 154 PAGE 600

BOOK 12 PAGE 387

Wkt. No 21, folio 439

Case No 16,251 Equity

Edward J. Brannan, Attorney
named in the Mortgage

vs.

James H. Plunkert, Jr.
and Patty L. Plunkert, his wife

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we,

Edward J. Brannan of 541 Equitable Building,
Baltimore, Maryland

as Principal ,

and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of 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 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 3rd day of April , in the year of our Lord, nineteen hundred and sixty-four.

WHEREAS, the above bounden

Edward J. Brannan

by virtue of the power contained in a mortgage from Leeds Federal Savings and Loan Association to James H. Plunkert, Jr. and Patty L. Plunkert, his wife bearing date the 26th day of June , 1961 and recorded among the Land Records of Anne Arundel County in Liber No. GTC 1486 Folio 44 and

Edward J. Brannan

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden

Edward J. Brannan

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of

Marguerite E. Wolf

Edward J. Brannan (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Frank C. Horigan
Frank C. Horigan, Attorney-in-fact

B.L. Bolling
B.L. Bolling, Witness to Surety

Bond approved this 10th day of April, 1964

Louis N. Phipps, Clerk

FILED 1964 APR 10 AM 9:45

EDWARD J. BRANNAN
Solicitor
541 Equitable Building

Mortgage Sale

OF DESIRABLE LEASEHOLD PROPERTY

21 MONTEVIDEO COURT
ANNE ARUNDEL COUNTY.

By virtue of and pursuant to the power of sale contained in the mortgage from James H. Plunkert, Jr. and Patty L. Plunkert, his wife, to the Leeds Federal Savings and Loan Association, dated June 26, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1486, folio 44 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises on

MONDAY MAY 4, 1964
AT 2 O'CLOCK P.M., (D.S.T.)

ALL THAT LOT of ground situate and lying in Anne Arundel County, State of Maryland and described as follows:

Lot numbered twenty-one (21) as shown on Plat No. 2 of Montevideo Court, recorded among the Land Records of Anne Arundel County in Plat Book No. 24, folio 36, said lot fronting seventy-five (75) feet on the southeast side of Montevideo Court with an even rectangular depth of two hundred twenty-five feet (225).

9 No.

The aforesaid lot of ground is improved by a ONE STORY FRAME DWELLING, containing four (4) rooms, one (1) bath, oil-hot air heat, subject to the annual Ground rent of One Hundred Twenty Dollars ($120.00).

The property will be sold subject to conditions, restrictions and agreements of record affecting the same, if any.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of Sale. Balance of purchase money to be paid upon ratification of sale by the Circuit Court for Anne Arundel County and is to bear interest at the rate of six percentum (6 per cent) from date of sale to the date of settlement. All cost of conveyance, including transfer tax, if any, and the revenue stamps on deed shall be at the expense of the purchaser.

TAXES and all othr expenses, including Anne Arundel County Sanitary Commission Charges, if any, to be adjusted to the day of Sale.

EDWARD J. BRANNAN
Atty. Named in Mtge.

E.T.NEWELL & CO., INC
Auctioneers

A-30

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 601

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 2, 1964

We hereby certify, that the annexed

Mortgage Sale

James H. Plunkert, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 4th day of May, 1964. The first insertion being made the 9th day of April, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 MAY -4 AM 10:56

By A. Tilghman

BOOK 154 PAGE 602

Edward J. Brannan,
Attorney Named in Mortgage

vs.

James H. Plunkert, Jr. and
Patty L. Plunkert, his wife

* IN THE CIRCUIT COURT FOR
ANNE ARUNDEL CO.

(In Equity)

Docket No. 21, Folio 439

Case No. 16,251 -

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

CERTIFICATION

The undersigned Auctioneer hereby certifies that on this 4th day of May, 1964, he sold at public auction, for the highest price the following described property (leasehold):

Lot numbered twenty-ome (21) as shown on Plat No. 2 of Montevideo Court, recorded among the Land Records of Anne Arundel County in Plat Book No. 24, folio 36; said lot fronting seventy-five (75) feet on the southeast side of Montevideo Court with an even rectangular depth of two hundred twenty-five feet (225),

at and for the price of Ten Thousand Five Hundred Dollars (10500.00).

AS WITNESS the corporate seal of the said Auctioneer and the signature of its President.

Witness:

E. T. NEWELL & CO., INC.

BY: Pres.

The undersigned Purchasers of the above described property do hereby certify that they bought said property at the auction at and for the price of

Witness:

Edward J. Brannan

(SEAL)

(SEAL)

10

BOOK 154 PAGE 603

Edward J. Brannan, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	*	
		Case No. - 16,251 - Equity
vs.	*	
		Docket No. - 21
James H. Plunkert, Jr. and Patty L. Plunkert, his wife	*	Folio - 439
	*	

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated June 26, 1961 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1486, folio 44 etc., from James H. Plunkert, Jr. and Patty L. Plunkert, his wife to the Leeds Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows:

That after giving Bond with security for the faithful discharge of his trust, which was duly filed and approved and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Maryland Gazette newspaper published in Anne Arundel County for more than three successive weeks, preceeding the day of sale, Edward J. Brannan under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 4th day of May, 1964 at 2:00 P.M. (D.S.T.) attend on the premises and then and there sold the leasehold property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report, unto Clifton H. Lineburg and Sophie H. Lineburg, his wife, at and for the sum of Ten Thousand Five Hundred Dollars ($10,500.00), which said price was the highest amount bid for the property.

Edward J. Brannan

Edward J. Brannan, Atty. Named In Mortgage.

FILED

1964 MAY -6 AM 9:40

EDWARD J. BRANNAN
Solicitor
541 Equitable Building

Mortgage Sale

OF DESIRABLE LEASEHOLD PROPERTY

21 MONTEVIDEO COURT
ANNE ARUNDEL COUNTY

By virtue of and pursuant to the power of sale contained in the mortgage from James H. Plunkert, Jr. and Patty L. Plunkert, his wife, to the Leeds Federal Savings and Loan Association, dated June 26, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1486, folio 44 etc., (default having occurred under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public auction, on the premises on

MONDAY MAY 4, 1964
AT 2 O'CLOCK P.M., (D.S.T.)

ALL THAT LOT of ground situate and lying in Anne Arundel County, State of Maryland and described as follows:

Lot numbered twenty-one (21) as shown on Plat No. 2 of Montevideo Court, recorded among the Land Records of Anne Arundel County in Plat Book No. 24, folio 36, said lot fronting seventy-five (75) feet on the southeast side of Montevideo Court with an even rectangular depth of two hundred twenty-five feet (225).

The aforesaid lot of ground is improved by a ONE STORY FRAME DWELLING, containing four (4) rooms, one (1) bath, oil-hot air heat, subject to the annual Ground rent of One Hundred Twenty Dollars ($120.00).

The property will be sold subject to conditions, restrictions and agreements of record affecting the same, if any.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of Sale. Balance of purchase money to be paid upon ratification of sale by the Circuit Court for Anne Arundel County and is to bear interest at the rate of six percentum (6 per cent) from date of sale to the date of settlement. All cost of conveyance, including transfer tax, if any, and the revenue stamps on deed shall be at the expense of the purchaser.

TAXES and all other expenses, including Anne Arundel County Sanitary Commission Charges, if any, to be adjusted to the day of Sale.

EDWARD J. BRANNAN
Atty. Named in Mtge.

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

A-30

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 5th day of May, 1964, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf

Marguerite E. Wolf, Notary Public.

ORDER NISI

BOOK 154 PAGE 606

Edward J. Brannan,
Attorney Named in Mortgage

versus

James H. Plunkert, Jr. and
Patty L. Plunkert, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,251 Equity

Ordered, this 6th day of May, 1964, That the sale of the property in these proceedings mentioned made and reported by Edward J. Brannan, Attorney Named in Mortgage

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

The report states that the amount of sale was $10,500.00

Louis N. Phipps Clerk.

True Copy,
Edward J. Brannan

TEST: Clerk
For the Maryland Gazette (May 14th Edition)

(Final Order)

Edward J. Brannan, Attorney
Named in Mortgage

versus

James H. Plunkert, Jr. and
Patty L. Plunkert, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of June, 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.

V. Brian Duckett
JUDGE.

FILED

1964 JUN 16 PM 12:30

13

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 16,251 Equity

Edward J. Brannan, Attorney Named in Mortgage

versus

JAMES H. PLUNKERT, JR.

AND

PATTY L. PLUNKERT, his wife

Ordered, this 6th day of May, 1964, That the sale of the property in these proceedings mentioned made and reported by Edward J. Brannan, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of June next.

The report states that the amount of sale was $10,500.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk
Ju-4

FILED

1964 JUN -8 PM 1:41

No. M.C. 6618

14

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 154 PAGE 607

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 6, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,251

James H. Plunkert, 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 15th day of June, 1964. The first insertion being made the 14th day of May, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

In the Case of BOOK 154 PAGE 608

EDWARD J. BRANNAN, ATTORNEY

NAMED IN MORTGAGE

VS.

JAMES H. PLUNKERT, JR., and

PATTY L. PLUNKERT, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,251 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 JUL -2 PM 12:01

All of which is respectfully submitted.

Arthur O. Anderson, Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 20th day of July, 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 JUL 20 AM 10:24

15

16 Dr. Mortgaged Real Estate of James H. Plunkert & Patty L. Plunkert, his wife

BOOK 154 PAGE 609

In Acct. with Edward J. Brannan, Attorney Named in Mortgage

				Cr.	
By	Amount of Sale, as per Attorney's				
	Report of Sale filed			10,500 00	
By	Interest, 6%, on deferred payment,				
	$1,000 from 5/4/64 to 6/26/64			88 35	
By	Adjustment, 1964 taxes			145 59	
					10,733 94
To	Attorney, for fee, viz	250 00			
To	Attorney, for commissions, viz	345 00			
				595 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	100 76			
	Sunpapers - Advertising Sale	32 50			
	United States Fidelity & Guaranty -Bond	44 00			
	E.T.Newell &Co.,Inc.-Auctioneer's fee	222 50			
	Adjustment, ground rent	42 67			
				442 43	
To	Leeds Federal Savings & Loan Assoc.				
	Mortgagee, on account of mortgage claim	9,636 01			
				9,636 01	
	Balance due on Mortgage as per claim				10,733 94
	filed	11,319 83			
	Interest, 6&, on principal balance,				
	$11,256.22 from 5/5/64 to7/20/64	142 13			
		11,461 96			
	Credit amount allowed above	9,636 01			
	This amt.subject to decree in personam	1,825 95			