IN THE MATTER OF THE	*	IN THE
DEED OF TRUST	*	CIRCUIT COURT
FROM	*	FOR
ROBERT D. CURRAN and MINNIE L. CURRAN, his wife	*	ANNE ARUNDEL COUNTY
TO	*	IN EQUITY
	*	No. 16,292.
SAM W. BORDEN and CHARLES J. FLEURY, SUBSTITUTED TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	*	
	*	

* * * * * * * * *

Mr. Clerk:

Please docket this suit by titling, file the original Deed of Trust marked "Exhibit Number 1" and original of the Deed of Trust Note marked "Exhibit Number 2" and Declaration substituting Trustees marked "Exhibit Number 3".

V. Charles Rinaudo, Attorney

"EXHIBIT NUMBER 1"

BOOK 155 PAGE 2

DEED OF TRUST BOOK 1481 PAGE 569

No. 16292 Equity

THIS DEED, made this 5th day of June, 1961, by and between ROBERT D. CURRAN and MINNIE L. CURRAN, his wife, of Anne Arundel County, in the State of Maryland, party of the first part, and SAM W. BORDEN and RICHARD D. BIGGS, Trustees as hereinafter set forth, parties of the second part:

WHEREAS, the party of the first part is justly indebted unto LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate duly incorporated under the laws of the United States, in the principal sum of FIFTEEN THOUSAND FIVE HUNDRED DOLLARS ($15,500.00) with interest from date at the rate of six per cent (6%) 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 interest only being payable monthly on the first day of each month for a period of nine months from date, and principal and interest payable in monthly installments of One Hundred One and 68/100ths Dollars ($101.68) commencing on the first day of March, 1962 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 February, 1987.

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 it in hand paid by the parties of the second part, the receipt of which, before the sealing and delivery, of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, the survivor of them, and his or their successors in trust, the following described land and premises, situate in Anne Arundel County, State of Maryland:

1564 APR 23 AM 11:59

BEGINNING for the same at a corner fence post here found that marks the Southeasternmost corner of that conveyance from Annie Virginia Sears, unmarried to Walter Frank Staurp and wife, by Deed dated January 1, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1007, folio 465, thencefrom said point of beginning so fixed and binding on the Northern side of Poling House Road, 30'in width, having an irregular curve to the right, a chord, North 89 degrees 33 minutes 10 seconds West 105 feet and North 70 degrees 54 minutes West 107.94 feet to an iron pipe here set; thence leaving said side of said road and running for a new line of division, North 11 degrees 56 minutes 50 seconds East 208.05 feet to an iron pipe; thence also for a new line of division, South 78 degrees 3 minutes 10 seconds East 210 feet to an iron pipe here set in the Easterly outline of the whole tract (Sears to Staurp); thence binding on part of said Easterly outline, as corrected, for magnetic declination, South 11 degrees 56 minutes 50 seconds West 200.55 feet to the place of beginning. Containig 1.00 acre of land, more or less, within the bounds of this description, according to a survey and plat made by James D. Hicks, County Surveyor, October, 1960.

BEING the same lot of ground described in a deed dated October 19, 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1435, folio 568, from Walter F. Staurp and wife to Robert D. Curran and wife.

SHOULD the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the parties of the first part, by voluntary or involuntary grant or assignment, or in any other manner without the written consent of Loyola Federal Savings and Loan Association, or should the same be encumbered by the parties of the first part, their heirs and assigns, without the written consent of Loyola Federal Savings and Loan Association, then the whole of said principal sum shall immediately become due and owing as herein provided.

IF the mortgage debt is paid before maturity and the aggregate amount of all prepayments made in any one year exceeds 20per centum of the original principal amount of the loan, 180 days' interest at the rate specified in this Deed of Trust on the amount of such excess shall be paid to the Mortgagee.

34.10

£34.10

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TOGETHER with all the improvements in anywise appertaining, and all the estate, rights, 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, the survivor of them, and his or their successors in trust, **in fee simple, forever.**

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 its 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 its 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 or 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 five per centum (5%) 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 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

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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 or more parcels at such time and place, and after such previous public advertisement as the party of the second part, or any Trustee 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 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 assessment, 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 five per centum (5%) 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, its administrators, or assigns, upon the delivery and surrender to the purchaser, his, or her, or their heirs, personal representatives 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. [illegible]

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 the holder of the said note, 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, 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 premiums covered hereby (all as estimated by the holder of the note) less all sums already paid therefore, 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 the holder of the note in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

(b) All payments mentioned in the preceding subsection 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:

1. Ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums:

2. Interest on the note secured hereby, and

3. 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, consititute any event of default under this Deed of Trust. The holder of the note may collect a "late charge" and 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 (a) 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 (a) 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 balance remaining in the funds accumulated under the provision of (a) 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 (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

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 premium on such insurance provisions 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

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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 such insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to 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. 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 ($\frac{1}{2}$) 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.

8. That if any suits, 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.

9. That he specially warrants the property herein conveyed and that he will execute such further assurance thereof as may be required.

10. Partial releases and deeds of reconveyance in part may be secured upon payment of such sums as may be agreed upon between the parties without necessity of purchaser seeing to the application of said funds.

11. And the said party of the first part hereto, at any time prior to a default in payment of principal and interest on the aforesaid note, shall have the privilege of paying off on account of the entire balance of principal and inter-

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est on any one or more of the aforesaid property or properties such sum as may be acceptable to the then holder of the note but no greater than the capitalization at the rate of six per cent (6%) per annum of the amount of any annual ground rent or ground rents which the said party of the first part hereto may create on any one or more of the property or properties hereinbefore described or referred to and upon payment of the said sum for each of said properties the said parties of the second part hereto as trustees, or their successor in trust, with the joinder of the then holder of the note, are herewith empowered to execute and deliver to the said party of the first part, a deed of partial release of the reversionary interest created out of any one or all of the aforesaid properties upon payment to said trustees of the said sum on each of said ground rents and the purchaser or purchasers of said ground rents are herewith relieved from looking to the application of the proceeds of such payment to the aforesaid trustee, or their successors in trust, and the said trustees shall pay to the holder of the note the full amount collected by said trustees, or their successors in trust, for or on account of any ground rent so created and the holder of said note agrees to look solely to the said trustees for such payment and waives any right to demand payment from any purchaser or purchasers of the reversionary or ground rent interest so created; the said parties of the second part as trustees, or their successor in trust, reserve, however, the full and complete title to the leasehold estates when and if created as aforesaid, and also reserve as to said leasehold estates each and every right, power, privilege, and authority granted to them as trustees under this deed of trust. Wherever in this paragraph reference is made to any one or more properties it shall be understood to mean and cover any part or parts of said property or properties, or any interest or estate therein, or any subdivision or subdivisions thereof satisfactory to the trustees.

12. That the Loyola Federal Savings and Loan Association, and its assigns, shall have power to be exercised any time hereafter to substitute a trustee or trustees in place of the trustee or trustees herein named, or any of them by an instrument in writing duly executed, acknowledged and recorded among the Land Records of Baltimore City or County in which the real estate secured hereunder is situated, and that when such instrument is recorded all the estate of the trustee or trustees thus superseded shall terminate and the title to the hereinbefore described land heretofore vested in such trustee or trustees shall cease and determine and shall be

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vested in the trustee or trustees named as his or their successors, who shall have the same powers, rights and duties as the trustee or trustees so superseded had under this deed of trust; and that the exercise of this right to appoint a successor trustee, no matter how often exercised, shall not be deemed an exhaustion of said rights.

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 hands and seals of the within named parties of the first part.

Robert D. Curran (SEAL)
Robert D. Curran

Minnie L. Curran (SEAL)
Minnie L. Curran

Witness:
Regina Graham
Regina Graham

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 8th day of **June** 1961, before me the subscriber, a notary public of the State of Maryland, in and for Baltimore City, personally appeared **ROBERT D. CURRAN and MINNIE L. CURRAN, his wife, the within named parties of the first part, and acknowledged the aforegoing Deed of Trust to be their act.**

Witness my hand and notarial seal.

Regina Graham 2-cross
Regina Graham - Notary Public

REGINA GRAHAM NOTARY PUBLIC BALTIMORE, MD

Rec'd for record June 12, 1961 at 9:24 A.M.
Mailed to Richard D. Biggs

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"EXHIBIT NUMBER 2"

DEED OF TRUST NOTE

No. 16,292 Equity

Baltimore, Maryland
June 8, 1961

BOOK 155 PAGE 11

$ 15,500.00

FOR VALUE RECEIVED, the undersigned promise to pay to LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, or order, the principal sum of **FIFTEEN THOUSAND FIVE HUNDRED DOLLARS ($15,500.00)**----------

with interest from date at the rate of **six percentum (6%)**------- per annum on the unpaid balance until paid, said principal and interest being payable at the office of Loyola Federal Savings and Loan Association in Baltimore, Maryland, or in such other place as the holder hereof may designate in writing, interest only being payable monthly on the first day of each month for a period of **nine/** months from date and principal and interest being payable in monthly installments of **One Hundred One and 68/100ths Dollars ($101.68)** commencing on the first day of **March, 1962**, 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 **February, 1987.**

If default be made in the payment of any installment under this note, and if such default is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Presentment, protest and notice are hereby waived.

WITNESS: our hands and seals.

Regina Graham
Regina Graham

Robert D. Curran (SEAL)
Robert D. Curran

Minnie L. Curran (SEAL)
Minnie L. Curran

This is to certify that this is the note described in, and secured by a Deed of Trust of even date herewith and in the same principal amount as herein states to Sam W. Borden and Richard D. Biggs, Trustee on real estate located in **Anne Arundel County, in the State of Maryland, on Poling House Road, Harwood, one acre, more or less.**

Dated this day of **June, 1961.**

REGINA GRAHAM NOTARY PUBLIC BALTIMORE, MD.

Regina Graham
Regina Graham - Notary Public

"EXHIBIT NUMBER 3"

BOOK 155 PAGE 12 BOOK 1746 PAGE 410 No. 16,292 Equity

THIS DECLARATION, Made this 14th day of April, 1964, by LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, party of the first part, and SAM W. BORDEN and CHARLES J. FLEURY, Trustees as hereinafter set forth, parties of the second part;

WHEREAS, by Deed of Trust dated June 8, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1481 folio 569, Robert D. Curran and Minnie L. Curran, his wife, conveyed a one acre tract of land unto Sam W. Borden and Richard D. Biggs, Trustees, for the uses and purposes therein particularly set forth and to secure a Promissory Note made to Loyola Federal Savings and Loan Association as beneficiary; and

WHEREAS, said Deed of Trust provides:

"That the Loyola Federal Savings and Loan Association, and its assigns, shall have power to be exercised any time hereafter to substitute a trustee or trustees in place of the trustee or trustees herein named, or any of them by an instrument in writing duly executed, acknowledged and recorded among the Land Records of Baltimore City or County in which the real estate secured hereunder is situated, and that when such instrument is recorded all the estate of the trustee or trustees thus superseded shall terminate and the title to the hereinbefore described land heretofore vested in such trustee or trustees shall cease and determine and shall be vested in the trustee or trustees named as his or their successors, who shall have the same powers, rights and duties as the trustee or trustees so superseded had under this deed of trust; and that the exercise of this right to appoint a successor trustee, no matter how often exercised, shall not be deemed an exhaustion of said rights."; and

NOW THEREFORE, THIS DECLARATION WITNESSETH, that in exercise and in pursuance of the power and authority vested in it under the aforesaid clause in said Deed of Trust, Loyola Federal Savings and Loan Association hereby appoints Sam W. Borden and Charles J. Fleury, as Trustees, in the place and stead of Sam W. Borden and Richard D. Biggs, Trustees as set forth in said Deed of Trust, for the purpose of carrying out each and all of the powers, rights and duties of said Trustees under the aforesaid Deed of Trust.

AS WITNESS the corporate seal of Loyola Federal Savings and Loan Association and the signature of James H. Jones, its Vice President.

ATTEST:

Secretary

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

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

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1964 APR 23 AM 11:59

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BOOK 155 PAGE 13

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT: BOOK 1746 PAGE 411

I HEREBY CERTIFY, that on this 14th day of April, 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 acknowledged the aforegoing Declaration to be the act of said body corporate.

AS WITNESS my hand and Notarial Seal.

Carolyn M. Bindeman Notary Public

$10

Rec'd for record Apr. 16, 1964 at 2:34 P.M.

Mailed to Richard E. Biggs

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BOOK 155 PAGE 14

IN THE MATTER OF THE	*	IN THE
DEED OF TRUST	*	
	*	CIRCUIT COURT
FROM	*	
ROBERT D. CURRAN and MINNIE L. CURRAN, his wife	*	FOR
	*	
TO	*	ANNE ARUNDEL COUNTY
	*	
SAM W. BORDEN and CHARLES J. FLEURY, SUBSTITUTED TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	*	IN EQUITY
	*	23.16.292
	*	

* * * * * *

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 15th day of April, 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, Affiant

Carolyn M. Bindeman, Notary Public

FILED

1964 APR 23 AM 11:53

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BOOK 155 PAGE 15

IN THE MATTER OF THE DEED OF TRUST

FROM

ROBERT D. CURRAN and MINNIE L. CURRAN, his wife

TO

SAM W. BORDEN and CHARLES J. FLEURY, SUBSTITUTED TRUSTEES
2 W. Preston Street
Baltimore 1, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 10,292

* * * * * *

CLAIM OF LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Statement of the Claim of Loyola Federal Savings and Loan Association under Note covered by Deed of Trust from Robert D. Curran and Minnie L. Curran, his wife, to Sam W. Borden and Charles J. Fleury, Substituted Trustees, dated the 8th day of June, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1481 folio 569

Original Amount of Note dated 6/8/61	$15,500.00	
Paid on Account of Principal	533.48	
Balance Due		$14,966.52
Property Expense Balance, Debit		183.46
		15,149.98
Interest from November 1, 1963 through May 31, 1964		523.81
		$15,673.79

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 15th day of April, 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 claim under the Deed of Trust Note filed in thesaid cause now remaining due and unpaid.

Carolyn M. Bindeman

Carolyn M. Bindeman, Notary Public

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No. 16,292

BOOK 12 PAGE 398

The CONTINENTAL INSURANCE COMPANIES

BOOK 155 PAGE 16

No. 16,292 Equity

KNOW ALL MEN BY THESE PRESENTS, That we, Sam W. Borden and Charles J. Fleury, Substituted Trustees of Baltimore, Maryland and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Sixteen Thousand and 00/100---------- Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 16th day of April, , in the year of our Lord one thousand nine hundred and Sixty-Four.

WHEREAS, BY DEED OF TRUST, dated the 6th day of June nineteen hundred and Sixty-One, and left to be recorded among the Land Records of Anne Arundel County on the day of , 19 , Robert D. Curran and Minnie L. Curran, H/W did grant, bargain and sell, assign and transfer unto Sam W. Borden and Charles J. Fleury, Substituted Trustees Trustee , as therein named their (personal representatives) heirs, executors, administrators and assigns, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Sam W. Borden and Charles J. Fleury, Substituted Trustees do and shall well and faithfully perform the trust reposed in them in and by the above Deed of Trust mentioned and declared; and also, do and shall well and faithfully perform the trust reposed in h m by said deed, and observe the provisions of the Maryland Code of Public General Laws relating to Trustees and Receivers, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS, the hand and seal of the said Sam W. Borden and Charles J. Fleury, Substituted Trustees and the corporate name and seal of the said The Fidelity and Casualty Company of New York subscribed and affixed by its duly authorized attorney.

Signed, sealed and delivered in the presence of:

Carolyn M. Bindeman

Sam W. Borden (SEAL)

Charles J. Fleury (SEAL)

Pamela Lehman

The Fidelity and Casualty Company of New York
(Surety Company)

BY: H. E. Koehler
H. E. Koehler, Attorney

Bond approved this 23rd day of April, 1964

Louis N. Phipps, Clerk

FILED

16 Bond 4091

V. CHARLES R[illegible]DO,
Solicitor
2 W. Preston Street
Baltimore 1, Maryland

Trustee's Sale

DESIRABLE FEE-SIMPLE DWELLING PROPERTY LOCATED ON POLING HOUSE ROAD

HARWOOD,
ANNE ARUNDEL COUNTY,
MARYLAND

Under and by virtue of the power and authority contained in a certain Deed of Trust from Robert D. Curran and Minnie L. Curran, his wife, to Sam W. Borden and Charles J. Fleury, Substituted Trustees, dated the 8th day of June, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1481 folio 569, default having occurred in the payment of indebtedness thereby secured, and at the request of the party secured thereby, the undersigned Turstees will offer for sale, at Public Auction, on the premises, on

WEDNESDAY, JUNE 3, 1964 AT 11:00 O'CLOCK A.M.

All that piece or parcel of ground situate and lying in Anne Arundel County and described as follows: BEGINNING for the same at a corner fence post here found that marks the Southeasternmost corner of that conveyance from Annie Virginia Sears, unmarried, to Walter Frank Staurp and wife, by Deed dated January 1, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1007, folio 465, thence from said point of begin-

17

No

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 17

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 29, 1964

We hereby certify, that the annexed

Trustee's Sale

Robert D. Curran

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 31st day of May, 1964. The first insertion being made the 7th day of May, 1964.

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1964 JUN -1 PM 2:49

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

ning so fixed and binding on the Northern side of Poling House Road, 30' in width, having an irregular curve to the right, a chord, North 89 degrees 33 minutes 10 seconds West 105 feet and North. 70 degrees 54 minutes West 107.94 feet to an iron pipe here set; thence leaving said side of said road and running for a new line of division, North 11 degrees 56 minutes 50 seconds East 208.05 feet to an iron pipe; thence also for a new line of division, South 78 degrees 3 minutes 10 seconds East 210 feet to an iron pipe here set in the Easterly outline of the whole tract (Sears to Staurp); thence binding on part of said Easterly outline, as corrected, for magnetic declination, South 11 degrees 56 minutes 50 seconds West 200.55 feet to the place of beginning. Containing 1.00 acre of land, more or less, within the bounds of this description, according to a survey and plat made by James D. Hicks, County Surveyor, October, 1960.

The improvements thereon consist of a one story house with cedar shake exterior, asphalt shingle roof, and contains living room, dining room, kitchen, three bedrooms, one bath, screened porch and basement and having hot-air, oil fired heating system.

DIRECTIONS — In order to reach the property and be present on the day of sale, proceed south toward Annapolis on Ritchie Highway, Maryland Route 2. Proceed on Prince Frederick Road, Maryland Route 2, past the intersection of Mayo Road, Maryland Route 214. Also, pass Unger Chevrolet Company and proceed to Poling House Road. Turn right and proceed approximately 300 yards to aqua rancher.

TERMS OF SALE — A cash deposit of $500.00 on said propperty will be required of purchaser or purchasers at time and place of sale; balance of purchase money upon final ratifaction of sale by the Circuit Court for Anne Arundel County and to bear interest from ay of sale to day of settlement. Taxes and all other expenses, including Metropolitan Sanitary District liens, if any, to be adjusted to day of sale. The cost for state and federal revenue stamps and transfer tax to be born entirely by purchaser or purchasers.

For further particulars, apply to:

V. CHARLES RINAUDO,
Solicitor for Sam W. Borden and Charles J. Fleury,
Substituted Trustees

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

M-28

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

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

Loyola Federal Savings (SEAL)
Purchaser

Notary Public

18

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1964 JUN -5 AM 9:21

IN THE MATTER OF THE	*	BOOK 155 PAGE 20
DEED OF TRUST	*	IN THE
FROM	*	CIRCUIT COURT
ROBERT D. CURRAN and MINNIE L. CURRAN, his wife	*	FOR
TO	*	ANNE ARUNDEL COUNTY
SAM W. BORDEN and CHARLES J. FLEURY, SUBSTITUTED TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	*	IN EQUITY 16,292

* * * * * * * * *

REPORT OF SALE

The Report of Sale of Sam W. Borden and Charles J. Fleury, Substituted Trustees under a certain Deed of Trust from Robert D. Curran and Minnie L. Curran, his wife, to Sam W. Borden and Charles J. Fleury, Substituted Trustees, dated the 8th day of June, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1481 folio 569, default having occurred under the terms thereof, at the request of the party secured and after giving notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette and The Baltimore Sun, newspapers published in Anne Arundel County and Baltimore City, for at least four (4) weeks prior to the sale, they did, pursuant to said notice, on the premises, on Wednesday, June 3, 1964, at 11 o'clock a.m., then and there proceed to sell the property mentioned in these proceedings, that is to say:

Your Trustees offered for sale all that piece or parcel of ground situate and lying in Anne Arundel County with improvements thereon described as follows: BEGINNING for the same at a corner fence post here found that marks the Southeasternmost corner of that conveyance from Annie Virginia Sears, unmarried to Walter Frank Staurp and wife, by Deed dated January 1, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1007, folio 465, thence from said point of beginning so fixed

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1964 JUN -5 AM 9:21

19

and binding on the Northern side of Poling House Road, 30' in width, having an irregular curve to the right, a chord, North 89 degrees 33 minutes 10 seconds West 105 feet and North 70 degrees 54 minutes West 107.94 feet to an iron pipe here set; thence leaving said side of said road and running for a new line of division, North 11 degrees 56 minutes 50 seconds East 208.05 feet to an iron pipe; thence also for a new line of division, South 78 degrees 3 minutes 10 seconds East 210 feet to an iron pipe here set in the Easterly outline of the whole tract (sears to Staurp); thence binding on part of said Easterly outline, as corrected, for magnetic declination, South 11 degrees 56 minutes 50 seconds West 200.55 feet to the place of beginning. Containing 1.00 acre of land, more or less, within the bounds of this description, according to a survey and plat made by James D. Hicks, County Surveyor, October, 1960. Said improvements thereon situate on Poling House Road, Harwood, Anne Arundel County, Maryland, in fee simple.

And your Trustees sold the above described property unto Loyola Federal Savings and Loan Association, for the sum of Sixteen Thousand Two Hundred Dollars ($16,200.00), it being at that price the highest bidder therefore, the terms being cash upon ratification of sale by the Court.

Respectfully submitted,

Sam W. Borden, Substituted Trustee

Charles J. Fleury, Substituted Trustee

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of June, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Sam W. Borden and Charles J. Fleury, Substituted Trustees mentionedin 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 their knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Carolyn M. Bindeman, Notary Public

20

ORDER NISI

IN THE MATTER OF THE DEED OF TRUST FROM ROBERT D. CURRAN and MINNIE L. CURRAN, his wife

~~versus~~ TO

SAM W. BORDEN and CHARLES J. FLEURY, SUBSTITUTED TRUSTEES

BOOK 155 PAGE 22

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,292 Equity

Ordered, this 5th day of June, 1964, That the sale of the property in these proceedings mentioned made and reported by Sam W. Borden and Charles J. Fleury, Substituted Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of July next.

The report states that the amount of sale was $ 16,200.00

Louis N Phipps Clerk.

True Copy,

TEST: Clerk.

V. Charles Rinaudo, Attorney
(Final Order)
For: Maryland Gazette (June 11th Edition)

IN THE MATTER OF THE DEED OF TRUST FROM ROBERT D. CURRAN and MINNIE L. CURRAN, his wife

versus

SAM W. BORDEN and CHARLES J. FLEURY, SUBSTITUTED TRUSTEES

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of July, 1964 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett

JUDGE.

FILED
1964 JUL 14 PM 1:39

21

No. 16,292 Equity

BOOK 12 PAGE 425

BOOK 155 PAGE 23

America Fore Loyalty Group

KNOW ALL MEN BY THESE PRESENTS, That we, Sam W. Borden and Charles J. Fleury, Substituted Trustees of 2 W. Preston Street, Baltimore, Maryland and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation 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 Two Hundred and 00/100 ($200.00)----------Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 8th day of June, in the year of our Lord one thousand nine hundred and Sixty-Four.

WHEREAS, BY DEED OF TRUST, dated the 8th day of June, nineteen hundred and Sixty-One, and left to be recorded among the Land Records of Anne Arundel County on the day of , 19 , Robert D. Curran and Minnie L. Curran, His Wife did grant, bargain and sell, assign and transfer unto Sam W. Borden and Charles J. Fleury, Substituted Trustees Trustee, as therein named their (personal representatives) heirs, executors, administrators and assigns, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Sam W. Borden and Charles J. Fleury, Substituted Trustees do and shall well and faithfully perform the trust reposed in them in and by the above Deed of Trust mentioned and declared; and also, do and shall well and faithfully perform the trust reposed in h m by said deed, and observe the provisions of the Maryland Code of Public General Laws relating to Trustees and Receivers, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS, the hand and seal of the said Sam W. Borden and Charles J. Fleury, Substituted Trustees and the corporate name and seal of the said THE FIDELITY AND CASUALTY COMPANY OF NEW YORK subscribed and affixed by its duly authorized attorney.

Signed, sealed and delivered in the presence of:

Sam W. Borden (SEAL)
Sam W. Borden

Charles J. Fleury (SEAL)
Charles J. Fleury

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK (Surety Company)

BY: David L. Pendergast, Attorney
David L. Pendergast

Martha Cunningham
Martha Cunningham

Bond approved this 10th day of June, 1964

Louis N. Phipps, Clerk

FILED

1964 JUN 10 AM 9:57

22

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 16,292 Equity

In the matter of the Deed of Trust from
ROBERT D. CURRAN and
MINNIE L. CURRAN, his wife
TO
SAM W. BORDEN and
CHARLES J. FLEURY
Substituted Trustees

Ordered, this 5th day of June, 1964, That the sale of the property in these proceedings mentioned made and reported by Sam W. Borden and Charles J. Fleury, Substituted Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of July next.

The report states that the amount of sale was $16,200.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
Jy-3

OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 24

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,292
Robert D. Curran

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 July, 1964. The first insertion being made the 11th day of June, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

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1964 JUL -9 PM 2:40

By H. Tilghman

No. M. G. 6153

1122

In the Case of BOOK 155 PAGE 25

In the Matter of the Deed of Trust form
Robert D. Curran and Minnie L. Curran

~~VS.~~ TO

Sam W. Borden and
Charles J. Fleury, Substituted Trustees

In the

Circuit Court

For

Anne Arundel County

No. 16292 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Charles A. Andrews Jr.
Auditor.

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1964 JUL 23 AM 10:59

FINAL ORDER

ORDERED BY THE COURT, this 10th day of August, 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 A. Phipps
Clerk
Per: R E Thompson, deputy

24

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25

Dr. Mortgaged Real Estate of Robert D. Curran and
Minnie L. Curran, his wife

BOOK 155 PAGE 26

In Acct. with Sam W. Borden and Charles Fleury Substituted Trustees

Cr.

By	Amount of Sale, as per Trustees Report						
	of Sale filed			16200	00		
By	Interest, 6%, on deferred payment						
	$15,700.00 from 6/3/64 to 7/15/64			113	40		
						16313	40
To	Trustees in lien of fee and						
	commission, viz	100	00				
				100	00		
To	Trustees for court costs, viz						
	Plaintiff's Solicitor, appearance fee	10	00				
	Clerk, court costs	31	50				
	Auditor, this account	30	00				
				71	50		
To	Trustees for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	144	52				
	Sunpapers-Advertising Sale	41	60				
	Fidelity & Casualty Co. bond	91	00				
	E.T. Newell & Co. Inc. auctioneer's fee	25	00				
	Clerk, recording Declaration	5	50				
	Registered letter		70				
	Notary fees	2	00				
				310	32		
To	Loyola Federal Savings & Loan Association,						
	Mortgagee, on account of Mortgage claim						
	and interest	15673	79				
	Interest, 6%, thereon from 6/1/64 to						
	8/10/64	157	79				
	On account of			15831	58		
						16313	40

BOOK 155 PAGE 27

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF GEORGE M. MOULDEN and	*	ANNE ARUNDEL COUNTY
MARY E. MOULDEN, his wife	*	NO. 6,112 EQUITY
	*	

* * * * * * * * * * *

PETITION TO DOCKET CASE

MR. CLERK:

Please docket the above captioned case and approve the bond.

CHILDS AND BALD

Eugene M. Childs

Eugene M. Childs
192 Duke of Gloucester Street
Annapolis, Maryland
Colonial 7-8191

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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1964 JAN 28 PM 4:3?

County Form

BOOK 1551 PAGE 62
BOOK 155 PAGE 28

DO NOT INDEX IN CHATTELS
CHILDS AND BALD EMC.
Equity No. 16,112

This Mortgage,

Made this 21st day of March, in the year one thousand, nine hundred and sixty two, by and between GEORGE M. MOULDEN and MARY E. MOULDEN, his wife

of Anne Arundel County, in the State of Maryland, Mortgagors, and THE WORKINGMEN'S BUILDING AND LOAN ASSOCIATION, INC., a body corporate, of the State of Maryland, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of FIVE THOUSAND THREE HUNDRED AND THIRTY and 00/100 ---------- Dollars, being part of the purchase money for the property hereinafter described; 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.

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

By the payment of Fifty Five and 00/100 ---------- Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar week and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum, or in any other way Mortgagee may elect

60089

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 the property described as follows:

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

BEGINNING for the same at an iron pipe set on the Westerly side of the County Road leading from the St. Margarets Road to Log Inn, said pipe being distant South 16 degrees 40 minutes West 301.98 feet from an iron pipe at the Southeast corner of the property conveyed by Labrot and Company, Inc. to Walter Johnson and wife, and running thence with the said side of said County Road, South 16 degrees 40 minutes West 100.66 feet to an iron pipe there set; thence leaving said County Road and running with the divisional line between Lot No. 5 and the lot hereby conveyed, North 66 degrees 45 minutes West 677.69 feet to an iron pipe set on the divisional line between the lot hereby conveyed and the Harris property; thence with said last mentioned divisional line, North 25 degrees 31 minutes East 100.08 feet to an iron pipe set on said last mentioned divisional line; thence running with the divisional line between the lot hereby conveyed and lot no. 3, South 66 degrees 45 minutes East 662.19' to the place of beginning. Containing 1.538 acres, more or less; The bearings in the above description are referred to the magnetic meridian of 1933. Being known and designated as Lot no. 4 on a drawing by Clarence F. Shelley and Co., dated 11 September, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 248, folio 180.

BEING the same property conveyed unto the Mortgagors herein by Oscar Brilliant and Geraldine H. Brilliant, his wife, by deed dated October 6, 1959 and recorded among the Land Records in Liber G.T.C. 1337, folio 498.

MARYLAND RECORDATION TAX ACT OF 1947 $1.00

1100

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1964 JAN 28 PM 4:34

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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.

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

And the said Mortgagor , for ..themselves, ...their... successors or heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors ,....their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the morgage 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 be added to the principal debt named herein and bear interest at the rate of six per cent (6 %) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor s, ...their..... heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors , ...their..... successors or 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. However, no failure on the part of the mortgagee to take advantage of this provision shall constitute a waiver or release of the provisions of this section; (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 Motgagor , by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor s ....their..... heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any weekly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor s covenant with the said Mortgagee to pay the difference between the installments of dues paid and the amount borrowed, together with a release fee of Three Dollars ($3.00) per share upon each unredeemed share; and in case any calamity has involved the Mortgagee in loss during the period through which such shares have run, before a release is executed the member shall be required to pay his proportion of such loss subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Workingmen's Building and Loan Association, Inc.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for Eugene M. Childs, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the evnt of such sale under the powers hereby granted, the proceeds thereof shall be appplied as follows; first, to the payment of all expenses incident thereto, including a fee of...$100.00and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similiar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid the Mortgagors , ...their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

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

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

WITNESS:

Bette June Hughes

Bette June Hughes

George M. Moulden (SEAL)
George M. Moulden

Mary E. Moulden (SEAL)
Mary E. Moulden

(SEAL)

(SEAL)

BOOK 1551 PAGE 65 BOOK 155 PAGE 31

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

I HEREBY CERTIFY that on this 21st day of March, 1962, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared GEORGE M. MOULDEN and MARY E. MOULDEN, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within mortgage and they acknowledge the aforegoing mortgage to be their act. At the same time also appeared CHARLES M. CARLSON, 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. 950

BETTE JUNE HUGHES NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Bette June Hughes Notary Public.

Rec'd for record Mar 23, 1962 at 9:26 A.M.
Mailed to Eugene M. Childs

MORTGAGE

#3489

FROM

GEORGE M. MOULDEN and

MARY E. MOULDEN, his wife

TO

THE WORKINGMEN'S BUILDING AND LOAN ASSOCIATION, INC.

Received for Record ..., 195..
at ... o'clock ... M. Same day recorded in
Liber ... No. ... Folio ... etc.
one of the Land Records of
County, and examined per ..., Clerk
Cost of Record, $ 9.50

MAR 23 1962

1551 155

EUGENE M. CHILDS
ATTORNEY AT LAW
192 DUKE OF GLOUCESTER ST.
ANNAPOLIS, MD.

1100

AFFIDAVIT OF NON-MILITARY SERVICE

No. 16,112

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this day of January ,

19 64 , personally appeared before me, the subscriber, a Notary Public of the State of

Maryland, in and for Anne Arundel County, Eugene M. Childs, known to me

to be the attorney in the mortgage from George M. Moulden and Mary E. Moulden, his wife, to the Workingmen's Building and Loan Association, Inc.

~~plaintiff x x 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.)

George M. Moulden and Mary E. Moulden, his wife

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

In testimony whereof, I hereunto set my hand and affix my

Notarial Seal, this day of

January , 19 64 .

Notarial Seal

Bette June Hughes
Notary Public.

Bette June Hughes

My Commission will expire on:

May, 1965

Filed,

6

BOOK 155 PAGE 33

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF GEORGE M. MOULDEN and	*	ANNE ARUNDEL COUNTY
MARY E. MOULDEN, his wife	*	NO. 16,112 EQUITY
	*	

* * * * * * * *

STATEMENT OF CLAIM

MR. CLERK:

The following is the statement of claim of the Workingmen's Building and Loan Association, Inc. of the mortgage from George M. Moulden and Mary E. Moulden, his wife to the Workingmen's Building and Loan Association, Inc. dated March 21, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1551, folio 62.

Principal balance	$5,197.58
Interest through 1/11/64 .	144.00
Penalties " "	96.00
Total balance through January 11, 1964	5,437.58

CHILDS AND BALD

Eugene M. Childs

Eugene M. Childs, Attorneys for Workingmen's Building and Loan Association, Inc.
192 Duke of Gloucester Street
Annapolis, Maryland
Colonial 7-8191

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 28th day of January, 1964, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared THOMAS J. LINTHICUM, III, known to me to be the Secretary-Treasurer, of the Workingmen's Building and Loan Association, Inc. 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 Notarial Seal.

Eugene M. Childs

Eugene M. Childs

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

Trustee's Bond

Equity 716 16, 112

KNOW ALL MEN BY THESE PRESENTS:

BOOK 155 PAGE 34

THAT WE Eugene M. Childs as principal,

and The Hartford Accident and Indemnity Company a corporation of the State of Connecticut, 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, 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 27th day of January in the year of our Lord one thousand nine hundred and sixty-four.

WHEREAS, the above bounden Eugene M. Childs 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 real estate being 1.538 acres plus improvements on Log Inn Road, Third Election Dist. A. A. County, Md. recorded GTC 1551 folio 62 date 3/21/62. mentioned in the proceedings in the case of Workingment's Building and Loan Association

vs.

George M. Moulden and Mary E. Moulden

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Eugene M. Childs 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

Betty Lee Hall

Eugene M. Childs (SEAL)
Eugene M. Childs

(SEAL)

Hartford Accident and Indemnity Company (SEAL)

By: Philip Richebourg (SEAL)
Philip Richebourg, Atty-in-fact

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

Bond approved this 28th day of January, 1964

Lowa M. Phipps, Clerk

FILED
1964 JAN 28 PM 4:35

BOOK 12 PAGE 305

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

1.538 acres, more or less, with improvements, Third Election District, Anne Arundel County Maryland

Under and by virtue of the power of sale contained in the Mortgage from George M. Moulden and Mary E. Moulden, his wife, of Anne Arundel County, Maryland, in Liber G.T.C. 1551, folio 62, 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

TUESDAY, FEBRUARY 25, 1964 AT 11 O'CLOCK A.M.

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

BEGINNING for the same at an iron pipe set on the Westerly side of the County Road leading from the St. Margarets Road to Log Inn said pipe being distant South 16 degrees 40' West 301.98 feet from an iron pipe at the Southeast corner of the property conveyed by Labrot and Company, Inc. to Walter Johnson and wife, and running thence with the said side of said County Road, South 16 degrees 40' West 100.66 feet to an iron pipe there set; thence leaving said County Road and running with the divisional line between Lot No. 5 and the lot hereby conveyed, North 66 degrees 45'

9 No.

OFFICE OF 16112

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 35

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 19, 1964

We hereby certify, that the annexed Attorney's Sale George M. Moulden

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 February, 1964. The first insertion being made the 29th day of January, 1964.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1964 FEB 20 AM 10:53

By [illegible]

West 677.69 feet to an iron pipe set on the divisional line between the lot hereby conveyed and the Harris property; thence with said last mentioned divisiona line, North 25 degrees 31' East 100.08 feet to an iron pipe set on said last mentioned divisiona line; thence running with the divisional line between the lot hereby conveyed and lot No. 3, South 66 degrees 45' East 662.19 feet to the place of beginning. Containing 1.538 acres, more or less. The bearings in the above description are referred to the magnetic meridian of 1933. Being known and designated as Lot No. 4 on a drawing by Clarence F. Shelley and Co., dated 11 September, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 248, folio 180.

BEING the same property conveyed unto the Mortgagors herein by Oscar Brilliant and Geraldine H. Brilliant, his wife, by deed dated October 6, 1959 and recorded among the Land Records in Liber G.T.C. 1377, folio 498.

THE SAID PROPERTY is improved by an asbestos shingle private dwelling, composition roof, consisting of five rooms and a screened porch.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale. Balance of the purchase money with interest thereon at the rate of six (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:

EUGENE M. CHILDS
CHILDS AND BALD
192 Duke of Gloucester Street
Annapolis, Maryland
Colonial 7-8191

GEORGE W. SCIBLE
Auctioneer.

F-19

FILED

GEORGE W. SCIBLE - - - - - Auctioneer

BOOK 155 PAGE 37

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

1.538 acres, more or less, with improvements,
Third Election District,
Anne Arundel County, Maryland

Under and by virtue of the power of sale contained in the Mortgage from George M. Moulden and Mary E. Moulden, his wife, of Anne Arundel County, Maryland, in Liber G.T.C. 1551, folio 62, 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

Tuesday, February 25, 1964

AT 11 O'CLOCK A.M.

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

BEGINNING for the same at an iron pipe set on the Westerly side of the County Road leading from the St. Margarets Road to Log Inn, said pipe being distant South 16°40' West 301.98 feet from an iron pipe at the Southeast corner of the property conveyed by Labrot and Company, Inc., to Water Johnson and wife, and running thence with the said side of said County Road, South 16°40' West 100.66 feet to an iron pipe there set; thence leaving said County Road and running with the divisional line between Lot No. 5 and the lot hereby conveyed, North 66°45' West 677.69 feet to an iron pipe set on the divisional line between the lot hereby conveyed and the Harris property; thence with said last mentioned divisional line, North 25°31' East 100.08 feet to an iron pipe set on said last mentioned divisional line; thence running with the divisional line between the lot hereby conveyed and lot No. 3, South 66°46' East 662.19 feet to the place of beginning. Containing 1.538 acres, more or less. The bearings in the above description are referred to the magnetic meridian of 1933. Being known and designated as Lot No. 4 on a drawing by Clarence F. Shelley and Co., dated 11 September, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 248, folio 180.

BEING the same property conveyed unto the Mortgagors herein by Oscar Brilliant and Geraldine H. Brilliant, his wife, by deed dated October 6, 1959 and recorded among the Land Records in Liber G.T.C. 1337, folio 498.

THE SAID PROPERTY is improved by an asbestos shingle private dwelling, composition roof, consisting of five rooms and a screened porch.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale. Balance of the purchase money with interest thereon at the rate of six (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:

EUGENE M. CHILDS,
CHILDS AND BALD,
192 Duke of Gloucester Street,
Annapolis, Maryland
COlonial 7-8191

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF GEORGE M. MOULDEN AND	*	ANNE ARUNDEL COUNTY
MARY E. MOULDEN, his wife	*	NO. 16,112 EQUITY
	*	

* * * * * * * * *

BOOK 155 PAGE 38

AGREEMENT TO PURCHASE AND CERTIFICATE OF AUCTIONEER

This is to certify that I ~~(we)~~ have purchased at public auction from Eugene M. Childs, Attorney, the property described in the advertisement attached hereto for the sum of Six Thousand One Hundred and I ~~(we)~~ agree to comply with the terms of the sale as set forth therein.

AS WITNESS my ~~(our)~~ hand ~~(s)~~ and seal ~~(s)~~ this 25th day of February, 1964.

Test:

Bettejane Hughes

Carroll H. Hynson (SEAL)

(SEAL)

This is to certify that I have this day sold at public auction for Eugene M. Childs, Attorney, the property described in the advertisement attached hereto to Carroll H. Hynson at and for the sum of Six Thousand One Hundred Dollars he (~~they~~) being at that price the highest bidder ~~(s)~~ therefor, and I hereby certify that the sale was fairly made.

As witness my hand and seal this 25th day of February, 1964.

George W. Scible (SEAL)

George W. Scible

FILED

1964 FEB 26 AM 11:12

11

AFFIDAVIT OF PURCHASER

I HEREBY CERTIFY that before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Carroll H. Hynson, known to me and being duly sworn did make oath in due form of law that in bidding on the mortgaged real estate of George M. Moulden and Mary E. Moulden, he was acting solely on his own behalf; that there are no others interested as principals and that he did not directly or indirectly discourage anyone from bidding the said property.

WITNESS my hand and seal Notarial this 25th day of February, 1964.

Carroll H. Hynson

Carroll H. Hynson

Bette June Hughes

Bette June Hughes, Notary Public

1964 FEB 26 AM 11:32

12

BOOK 155 PAGE 40

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF GEORGE M. MOULDEN	*	FOR
AND MARY E. MOULDEN, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 16,112 EQUITY

* * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Eugene M. Childs, 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 County, 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 25th, 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 being known as 1.538 acres, more or less, Third Election District, to the highest bidder who was Carroll H. Hynson, at and for the sum of Six Thousand One Hundred Dollars ($6,100.00).

It appearing that said sum would be sufficient to satisfy the lien of the within mortgage and the mortgage filed in this case, No. 16,112 Equity in the Circuit Court for Anne Arundel County.

The attorney further states that he has received the required deposit in the terms of sale and he further states that the sale herein reported was fairly made.

FILED

1964 FEB 26 AM 11:12

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

BOOK 155 PAGE 41 Eugene M. Childs, Attorney

Eugene M. Childs, Attorney

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

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 Anne Arundel County, personally appeared EUGENE M. CHILDS, 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.

Bette June Hughes, Notary Public

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

14

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF GEORGE M. MOULDEN
AND MARY E. MOULDEN, his wife
~~versus~~

BOOK 155 PAGE 42
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 16,112 Equity

Ordered, this 26th day of February, 1964, That the sale of the property in these proceedings mentioned made and reported by Eugene M. Childs, Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st 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 31st day of March next.

The report states that the amount of sale was $6,100.00

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

Eugene M. Childs, Atty. Evening Capital (for Feb. 29 edition)
(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF GEORGE M. MOULDEN
~~versus~~
AND MARY E. MOULDEN, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2nd 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.

D. Bruce Dunbeck
JUDGE.

FILED
1964 APR -3 AM 11:54

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 16,112 EQUITY

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GEORGE M. MOULDEN AND MARY E. MOULDEN, his wife

Ordered, this 26th day of February, 1964, That the sale of the property in these proceedings mentioned made and reported by Eugene M. Childs, Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st 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 31st day of March next.

The report states that the amount of sale was $6,100.00

LOUIS N. PHIPPS Clerk

True Copy, TEST:

LOUIS N. PHIPPS Clerk

M-21

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 43

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 23, 1964

We hereby certify, that the annexed Order Nisi Sale No. 16,112 George M. Moulden was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 31st day of March, 1964. The first insertion being made the 29th day of February, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

16 No. E. C. [illegible]

By [illegible]

BOOK 155 PAGE 44

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GEORGE M. MOULDEN and MARY E. MOULDEN, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,112 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 10 AM 11:52

All of which is respectfully submitted.

July 10, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 28th 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: A. Jankowski, deputy

17

FILED

1964 JUL 28 AM 10: 38

18

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GEORGE M. MOULDEN and MARY E. MOULDEN, his wife

BOOK 155 PAGE 45

In Acct. with EUGENE M. CHILDS, Attorney named in Mortgage

						Cr.	
1964, February 25,							
Proceeds of Sale	6,100	00					
Interest on deferred payment of $5,490.00 from							
2/25/64 to 6/25/64	109	80	6,209	80			
					6,209	80	
To Attorney for fee, viz:	100	00					
To Attorney for commissions, viz:	216	29	316	29			
To Attorney for Court Costs, viz:							
Plaintiffs solicitors appearance fee	10	00					
Clerk of Court - Court costs	28	00					
Auditor - stating this account	25	00	63	00			
To Attorney for expenses, viz:							
Capital Gazette Press - advertising sale	115	52					
Capital Gazette Press - Order nisi, sale	15	00					
Speer Publications - handbills	18	03					
George W. Scible - auctioneer's fee	35	00					
Hartford Acc. & Indemnity Co. - bond premium	24	00					
1963 County & State taxes	47	39					
County & State taxes, 1/1/64 to 2/25/64 (50.38)	8	61					
One-half cost documentary stamps	10	73					
Betty June Hughes - notary fees	1	50	275	78			
To Workingmen's Building & Loan Assn. Inc.							
Mortgage claim filed in full	5,437	58					
This balance on account of interest on principal							
balance of $5,197.58 from 1/11/64	117	15	5,554	73			
					6,209	80	

BOOK 155 PAGE 46

IN THE MATTER OF THE	:	NO. 4283, EQUITY
MORTGAGE REAL ESTATE OF	:	IN THE CIRCUIT COURT
OWEN A. PADDY AND	:	FOR
MARTHA ANN PADDY, HIS WIFE	:	ANNE ARUNDEL COUNTY

Dear Mr. Clerk:

Please docket this case, file the original Mortgage, Statement of Mortgage Debt and Military Affidavit.

Benjamin Michaelson, Jr.

Benjamin Michaelson, Jr.
Attorney at Law
Annapolis, Maryland

Form No. 1—County Fee

BOOK 1502 PAGE 394

No. 16,283 County

PURCHASE MONEY

BOOK 155 PAGE 47

This Mortgage, made this 24th day of August ,

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

OWEN A. PADDY and MARTHA ANN PADDY, his wife of

Anne Arundel County , in the State of Maryland, Mortgagor (s), and

Annapolis Federal Savings and Loan Association (formerly Enterprise Federal Savings and Loan Association of Annapolis) a body corporate, duly incorporated, Mortgagee.

Whereas the said Annapolis Federal Savings and Loan Association, has this day loaned to OWEN A. PADDY and MARTHA ANN PADDY, his wife

the sum of Twelve Thousand Five Hundred and No/100 ($12,500.00) - - - - - - dollars,

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

By the payment of Eighty and 54/100 ($80.54) - - - - - - - - - - - - - - - - - -

dollars plus one-twelfth of the annual taxes, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid in whole or in part at any time, except that the association may charge ninety days' interest on that part of a prepayment in any one year which exceeds 20% of the original amount of the loan.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said OWEN A. PADDY and MARTHA ANN PADDY, his wife

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

lying and being in the first election district of Anne Arundel County, State of Maryland, and described as follows:

ALL THAT LOT OF GROUND situate in the First Election District of Anne Arundel County, Maryland, being Lot 8, Block G; as shown on the Plat of the 3rd Addition to Holly Hill Harbor, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 29, folio 20.

BEING the same property conveyed to the within named Mortgagors, OWEN A. PADDY and MARTHA ANN PADDY, his wife, by deed of even date, from Albin A. Ahlstrom and Mamie E. Ahlstrom, and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County.

1964 APR 20 PM 4:01

2

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

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

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

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

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

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

And the said mortgagor(s) OWEN A. PADDY and MARTHA ANN PADDY, his wife for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Annapolis Federal Savings and Loan Association, as follows:

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

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

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

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

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

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

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

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

WITNESS:

Samuel M. Ivrey, as to both:

Owen A. Paddy (SEAL)
Owen A. Paddy

(SEAL)

Martha Ann Paddy (SEAL)
Martha Ann Paddy

(SEAL)

State of Maryland, Anne Arundel County, to wit: BOOK 1502 PAGE 397

I HEREBY CERTIFY, that on this 24th day of August BOOK 155 PAGE 50 in the year one thousand nine hundred and sixty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared OWEN A. PADDY and MARTHA ANN PADDY, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared R. GARDINER CHANEY, President of Annapolis Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Samuel M. Ivrey

Samuel M. Ivrey - Notary Public.

My commission expires on May 6, 19 63

Rec'd for record Aug. 25 1961 at 2:12 P.M.
Mailed to Samuel M. Ivrey

Return to Equity Dept

Mortgage

FROM

OWEN A. PADDY and

MARTHA ANN PADDY, his wife

TO

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

Property First Election District
Anne Arundel County
Maryland

Received for record
19 at o'clock M.
Same day recorded in Liber
No. folio &c. one of
the Land Records of Anne Arundel County
and examined per
Clerk.
Cost of Record $

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

Property

Description approved

Execution approved

154059

For Value Received, Annapolis Federal Savings and Loan Association, a body corporate, of the State of Maryland, does hereby assign and transfer unto Benjamin Michaelson, Jr., all of its right, title and interest to the within mortgage for the purpose of foreclosure.

IN WITNESS WHEREOF, the said body corporate has hereunto caused its name to be subscribed and its corporate seal to be hereunto affixed by its duly authorized officer, this 20th day of April, 1964

ATTEST:

Annapolis Federal Savings and Loan Association.

Carole M. Turner

R. Gardiner Chaney

R. Gardiner Chaney, President

BOOK 155 PAGE 51

Military Affidovit under Soldier's ond Soilor's Civil Relief Act of 1940 and Amendment Thereto af October, 1942.

IN THE MATTER OF THE	:	NO. 16283, EQUITY
MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
OWEN A. PADDY AND	:	FOR
MARTHA ANN PADDY, HIS WIFE	:	ANNE ARUNDEL COUNTY

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that befare me, the subscriber, o Notory Public of the State of Maryland, in and far the Caunty afaresaid, personally appeared Brendan O'Dwyer, Managing Officer af the Annapalis Federal Savings and Laan Associotion, and mode ooth in due form of law thot he knows the Defendants herein ond that to the best of his knowledge, infarmation and belief:

1. Said Defendants are not in the militory service of the United States.

2. Soid Defendonts are not in the militory service of any nation allied with the United States.

3. Said Defendants have not been ordered ta repart for inductian under the Selective Troining and Service Act of 1940 as amended.

4. Said Defendonts are nat members of the Enlisted Reserve Carps who have been ardered to repart for Military Service.

Brendan O'Dwyer

Brendon O'Dwyer, Managing Officer

Subscribed and swarn ta befare me, this 20th day of April, 1964.

Benjamin Michaelson, Jr., Notary Public

Benjamin Michaelson, Jr.
Attorney at Law
Annapolis, Maryland

My Commission Expires:

Moy 3, 1965

6

BOOK 155 PAGE 52

IN THE MATTER OF THE	:	NO. 16,283, EQUITY
MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
OWEN A. PADDY AND	:	FOR
MARTHA ANN PADDY, HIS WIFE	:	ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Annapolis Federal Savings and Loan Association of Annapolis, Maryland, under mortgage to the said Association from Owen A. Paddy and Martha Ann Paddy, his wife, said mortgage dated August 24, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC 1502, folio 394; said mortgage being in default.

Balance due on Principal to March 31, 1964	$12,206.21
Interest to April 30, 1964	61.03
	$12,267.24

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, 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 the County aforesaid, personally appeared R. Gardiner Chaney, President of Annapolis Federal Savings and Loan Association of Annapolis, Maryland, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due on its mortgage claim described herein, and that it has not received any security or any satisfaction therefor other than the deed of mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal

Benjamin Michaelson, Jr., Notary Public

Benjamin Michaelson, Jr.
Attorney at Law
Annapolis, Maryland

My Commission Expires:
May 3, 1965

7

Assignee's Sale

OF VALUABLE IMPROVED REAL ESTATE

LOT 8, BLOCK G
HOLLY HILL HARBOR
FIRST ELECTION DISTRICT
ANNE ARUNDEL COUNTY,
MARYLAND

Under and by virtue of the power of sale, contained in the Mortgage from Owen A. Paddy and Martha Ann Paddy, his wife, said Mortgage dated August 24, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC 1502, folio 394, the undersigned, as Assignee to foreclose in the event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, ANNAPOLIS, MARYLAND, on:

MON., MAY 18, 1964
AT 10 O'CLOCK A.M.

ALL THAT LOT OF GROUND situate in the First Election District of Anne Arundel County, being Lot 8, Block G, as shown on the Plat of the Third Edition to Holly Hill Harbor, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 29, folio 20.

BEING the same property conveyed to the within named Mortgagors, Owen A. Paddy and Martha Ann Paddy, his wife, by Deed dated August 24, 1961, from Albin A. Ahlstrom and Mamie E. Ahlstrom, his wife, and recorded among the Land Records of Anne Arundel County in Liber GTC 1502, folio 392.

No. THE SAID PROPERTY being improved by a one-story asbesto shingle dwelling, containing six rooms and bath, basement, hot forced air heat, asphalt shingle roof.

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

BENJAMIN MICHAELSON, Jr.
Assignee
152 Main Street
Annapolis, Maryland
267-8178

ROBERT H. CAMPBELL,
Auctioneer M-14

OFFICE OF

Evening Capital

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

BOOK 155 PAGE 53

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 14, 1964

We hereby certify, that the annexed

Assignee's Sale
No. 16,283 Eq.
Owen A. Paddy

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 18th day of May, 1964. The first insertion being made the 23rd day of April, 1964.

FILED
1964
MAY 15 PM 3:36

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

GLOBE INDEMNITY COMPANY

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

BOOK 12 PAGE 411

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

BOOK 155 PAGE 54

Bond No. 442606

Equity #16,283

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Benjamin Michaelson, Jr. as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of 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 18th day of May, 19 64.

WHEREAS by virtue of a power of sale contained in a Mortgage from Owen A. Paddy and Martha Ann Paddy, his wife to Annapolis Federal Savings and Loan Association - - - - - - - - - - - - - - - , bearing date on or about the 24 day of August, 19 61, the said Benjamin Michaelson, Jr. as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part, AND WHEREAS default has occurred in the payment of the Principal and interest aforesaid, and the said Benjamin Michaelson, Jr. as Assignee of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden principal does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of such Mortgaged property or the proceeds thereof, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

Bond approved this 18th day of May, 1964

WITNESS: Louis N. Phipps, Clerk

Benjamin Michaelson (SEAL)
Benjamin Michaelson, Jr. PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

Ethel M. Carle
Ethel M. Carle

SURETY

FILED

1964 MAY 18 PM 0 58

ROBERT H. CAMPBELL - - - - Auctioneer

BOOK 155 PAGE 55

ASSIGNEE'S SALE

OF VALUABLE

Improved Real Estate

LOT 8, BLOCK G
HOLLY HILL HARBOR
FIRST ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale, contained in the Mortgage from Owen A. Paddy and Martha Ann Paddy, his wife, said Mortgage dated August 24, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC 1502, folio 394, the undersigned, as Assignee to foreclose in the event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, ANNAPOLIS, MARYLAND, on:

MONDAY, MAY 18, 1964

AT 10:00 O'CLOCK A.M.

ALL THAT LOT OF GROUND situate in the First Election District of Anne Arundel County, being Lot 8, Block G, as shown on the Plat of the Third Edition to Holly Hill Harbor, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 29, folio 20.

BEING the same property conveyed to the within named Mortgagors, Owen A. Paddy and Martha Ann Paddy, his wife, by Deed dated August 24, 1961, from Albin A. Ahlstrom and Mamie E. Ahlstrom, his wife, and recorded among the Land Records of Anne Arundel County in Liber GTC 1502, folio 392.

THE SAID PROPERTY being improved by a one-story asbestos shingle dwelling, containing six rooms and bath, basement, hot forced air heat, asphalt-shingle roof.

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

Benjamin Michaelson, Jr.,
Assignee,
152 Main Street,
Annapolis, Maryland.
267-8178

FILED

1964 MAY 22 PM 1:19

31

AGREEMENT

AND

BOOK 155 PAGE 56

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 18th day of May, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. GARDINER CHANEY, President of Annapolis Federal Savings and Loan Association, who first being duly sworn, made oath in due form of law as follows:

1. That he/they/it purchased the property described on the reverse side hereof, at and for the sum of $6,000.00, a deposit of $600.00 made at the time and place of sale, and agree to comply with the terms of sale as set forth in the advertisement of sale and handbill.

2. That he/they/it is/are (acting for) an Officer of Annapolis Federal Savings and Loan Association.

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

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

WITNESS:

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

Cornelia C. Heron

BY: R. Gardiner Chaney (SEAL)
R. Gardiner Chaney, President

Robert H. Campbell, Auctioneer

Subscribed and sworn to before me this 18th day of May, 1964.

Carole M. Turner
Carole M. Turner, Notary Public

My Commission Expires:

May 3, 1965

FILED

1964 MAY 22 PM 1:19

11

BOOK 155 PAGE 57

IN THE MATTER OF THE	:	NO. 16,283 EQUITY
MORTGAGE REAL ESTATE OF	:	IN THE CIRCUIT COURT
OWEN A. PADDY AND	:	FOR
MARTHA ANN PADDY, HIS WIFE	:	ANNE ARUNDEL COUNTY

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This report of Benjomin Michaelson, Jr., Assignee, filed in these proceedings authorized to moke sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the soid Mortgage, being in default, having given bond with surety which wos duly opporved ond having given twenty (20) days notice of time, place, manner and terms of sale by advertisement in the Evening Capital, o newspaper printed and published in Anne Arundel County, Stote of Marylond, he did, pursuont to soid notice of sole, attend in person at the COURTHOUSE DOOR, in the City of Annopolis, Morylond, on MONDAY, MAY 18, 1964, at TEN O'CLOCK, A.M., the time, and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in the soid Mortgoge, to wit:

ALL THAT LOT OF GROUND situote in the First Election District of Anne Arundel County, being Lot 8, Block G, os shown on the Plot of the Third Edition to Holly Hill Harbor, which Plot is recorded among the Plot Records of Anne Arundel County in Plot Book 29, folio 20.

BEING THE SAME PROPERTY conveyed to the within named Mortgagors, Owen A. Paddy and Martho Ann Poddy, his wife, by Deed doted August 24, 1961, from Albin A. Ahlstrom and Momie E. Ahlstrom, his wife, ond recorded omong the Land Records of Anne Arundel County in Liber GTC 1502, folio 392.

FILED
1964 MAY 22 PM 1:19

enjamin Michaelsan, Jr.
Attorney at Law
Annapalis, Maryland

12

Said property being sold to Annapolis Federal Savings and Loan Association of Annapolis, Maryland, a body corporate, duly incorporated under the laws of the United States of America, at and for the sum of Six Thousand Dollars ($6,000.00), it being at that price then and there, the highest bidder therefor.

The said Purchaser has agreed to comply with the terms of sale. The agreement of the Purchaser, certificate of the acutioneer and report of sale are filed herewith, all of which is respectfully submitted.

AND AS IN DUTY BOUND, ETC.

Benjamin Michaelson, Jr.
Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 21 day of May, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared BENJAMIN MICHAELSON, JR., ASSIGNEE, and made oath in due form of law that the matters and facts stated in the aforegoing report of sale are true, as therein set forth, and the sale was fairly made.

Carole M. Turner
Carole M. Turner, Notary Public

My Commission Expires:

May 3, 1965

Benjamin Michaelsan, Jr.
Attarney at Law
Annapalis, Maryland

ORDER NISI

IN THE MATTER OF THE

MORTGAGE REAL ESTATE OF

OWEN A. PADDY AND MARTHA ANN PADDY, HIS WIFE

~~VERSUS~~

BOOK 155 PAGE 59
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,283 Equity

Ordered, this 22nd day of May, 1964, That the sale of the property in these proceedings mentioned made and reported by Benjamin Michaelson, Jr., Assignee

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

The report states that the amount of sale was $6,000.00

Louis N Phipps Clerk.

True Copy,

TEST: Clerk.

Benjamin Michaelson, Jr., Atty. For Maryland Gazette (May 28th Edition)
(Final Order)

IN THE MATTER OF THE MORTGAGE REAL ESTATE OF OWEN A. PADDY AND MARTHA ANN PADDY, HIS WIFE

~~VERSUS~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of July, 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.

George Sachse
JUDGE.

FILED

1964 JUL -1 AM 9:54

14

OFFICE

Order Nisi

IN THE
CIRCUIT COURT
, FOR
ANNE ARUNDEL COUNTY
NO. 16,283 Equity

In the Matter of the Mortgage Real Estate of OWEN A. PADDY and MARTHA ANN PADDY his wife

Ordered, this 22nd day of May, 1964, That the sale of the property in these proceedings mentioned made and reported by Benjamin Michaelson, Jr., Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th 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 29th day of June next.

The report states that the amount of sale was $6,000.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
Ju-18

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 60

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 22, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,283

Owen A. Paddy

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of June, 1964. The first insertion being made the 28th day of May, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1964 JUN 22 PM 2:12

No. M.G. 6101

In the Case of BOOK 155 PAGE 61

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF OWEN A. PADDY and MARTHA ANN PADDY, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,283 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 15 AM 10:02

All of which is respectfully submitted.

July 15, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 31st 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.

Clerk
Per: R. E. Wayson, deputy

FILED
1964 JUL 31 AM 10:59

16

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF OWEN A. PADDY and MARTHA ANN PADDY, his wife,

BOOK 155 PAGE 62

In Acct. with BENJAMIN MICHAELSON, JR., Assignee of Mortgage

Cr.

1964, May 18,						
Proceeds of Sale	6,000	00	6,000	00		
					6,000	00
To Assignee for fee, viz:	35	00				
To Assignee for commissions, viz:	210	00	245	00		
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	75	24				
Capital Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	18	03				
Globe Indemnity Co. - bond premium	52	00				
Robert H. Campbell - auctioneer's fee	45	00				
Louis N. Phipps, clerk - recording assmt. of mortgage	1	00				
1964 County taxes, 1/1/64 to 5/18/64 (224.16)	89	09				
One-half cost documentary stamps	9	90				
Carole M. Turner, notary fees	1	00	306	26		
To Annapolis Federal Savings & Loan Assn. this						
balance on account of claim filed	5,388	24	5,388	24		
					6,000	00

Amount of Mortgage claim filed	12,267	24
Interest on principal balance of $12,206.21 from 4/30/64 to 7/31/64 - 92 days @ 6%	184	55
	12,451	79
Credit - amount allowed above	5,388	24
Balance subject to Decree in Personam	7,063	55

BOOK 155 PAGE 64

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

IN EQUITY

Helen Myles, mother and next friend
of Daisy Myles and Stewart Myles,
Infants
Harwood, Maryland

Plaintiff

vs. No. 16223

Daisy Myles, Infant
Stewart Myles, Infant
SERVE: Helen Myles, mother
Harwood, Maryland

Defendants

PETITION FOR RATIFICATION OF INFANTS' AGREEMENT

To the Honorable, the Judges of said Court:

The petition of Helen Myles, mother and next friend of Daisy Myles and Stewart Myles, Infants, by her attorney, Rose M. Mattingley, respectfully shows:

1. That the parties have contracted to sell certain real property in which the defendants have an interest, as set forth in sales contract dated December 11, 1963 and attached hereto marked Exhibit A.

2. That the defendant Daisy Myles is an infant 14 years of age, born May 28, 1949; and the defendant Stewart Myles is an infant 17 years of age, born December 24, 1946.

3. That one of the subject parcels which is approximately 8 acres, was acquired by deed from William Stewart, et al., dated April 29, 1947 recorded in Liber 1000, folio 395, to Francis B. Myles and Virgie D. Myles, his wife.

4. That the second subject parcel, which is approximately 4 and 1/10th acres, was acquired by deed from Arthur Ridgley, et al., dated October 21, 1931 and recorded in Liber 366 folio 369 to Virgie D. Myles.

5. That Francis B. Myles died intestate on or about June 11, 1948 leaving his widow, Virgie D. Myles survivor; that Virgie D. Myles died intestate in 1962 leaving the following heirs:

Daniel Myles, son
Conrad Myles, son
Joseph B. Myles, son
Mary E. Myers, daughter

all adult

Surviving heirs of a deceased son of Virgie D. Myles, John, who died intestate in 1949 are as follows:

Francis S. Myles, son of John
Leonora M. Gross, daughter of John
Delydia Jones, daughter of John
John E. Myles, Jr., son of John
David W. Myles, son of John
Helen T. Pinkney, daughter of John

all adult

Daisy Myles, daughter of John
Stewart Myles, son of John

Infants

6. The estate of Virgie D. Myles has never been administered.

7. All of the heirs of Virgie D. Myles, including the infant defendants, have agreed to sell the herein mentioned real estate ~~to the plaintiff~~ in and for the sum of $76,630.00, as will appear by reference to Exhibit A.

8. That Anath J. Bright and C. H. Pearce have appraised said property and their verified appraisals are attached hereto marked Exhibits B and C.

9. That the plaintiff is in need of money to provide for and educate the infant defendants and it would be to the best interests of the infant defendants that the attached contract of sale be ratified.

WHEREFORE the premises considered, plaintiff prays:

1. That the contract of sale attached hereto marked Exhibit A be ratified and confirmed as to the interest of the minor defendants and that the said property be sold pursuant to the terms of the contract.

2. That the matter be referred to one of the standing examiners of this Court to take testimony in support of said petition.

3. That upon ratification of said contract by this Court, a Trustee be appointed to convey the interest of the minor

defendants in and to the said property to the purchaser.

4. And for such other and further relief as to the Court may seem just and proper.

Rose M. Mattingley
6219 Baltimore Avenue
Riverdale, Maryland
UNion 4-7779
Attorney for Plaintiff

3

BOOK 155 PAGE 67

APPRAISAL OF

Two Parcels of Acreage totalling
12.1 acres, off Rollins Avenue,
St Pleasant District, Prince
Georges County, Maryland

FOR

MRS ROSE MATTINGLY, ATTORNEY

FILED
1984 MAR 19 PM 9:03

4/

ANATH J. BRIGHT, S.R.A.

REAL ESTATE APPRAISER
LAND CONSULTANT

6001 BALTIMORE AVENUE
RIVERDALE, MARYLAND
WARFIELD 7-5275

BOOK 155 PAGE 68

March 17, 1964

Mrs. Rose Mattingly, Attorney
6219 Baltimore Avenue
Riverdale, Md.

Dear Mrs. Mattingly:

Pursuant to your request of March 6, 1964, I have appraised the two parcels of land owned by Virgie D. Myles that is located off Rollins Avenue, in the Seat Pleasant District in Prince Georges County, Maryland. My estimate is based on the total of 12.1 acres for a total area for the two parcels.

It is my opinion that the Market Value of this property as of March 6, 1964 is:

FORTY EIGHT THOUSAND FOUR HUNDRED DOLLARS ($48,400)

The enclosed report contains the basis for my opinion and method of arriving at this estimate of value.

It is a pleasure to have served you in this assignment and trust that the appraisal fulfills the purpose for which it was required.

Very truly yours

ANATH J. BRIGHT

5

E & B

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Identification of the Property	2
Tax Data	3
Neighborhood Data	4
Site Data	6
Market Data	8
Analysis and Final Estimate of Value	9
Certificate of Value	10
Qualifications of the Appraiser	11

ADDENDUM

Plat of Subject Property LS 362	1
Road Map	2

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the Market Value.* Market Value is defined as the highest price estimated in terms of money which a property will bring if exposed for sale on the open market, allowing a reasonable time to find a purchaser who buys with the knowledge of all uses to which it is adapted, for which it is capable of being used.

* The Appraisal Terminology - The American Institute of Real Estate Appraiser 1954 Edition

7

IDENTIFICATION OF THE PROPERTY

The subject property consists of two parcels of land located off Rollins Avenue in the Seat Pleasant District.

Parcel I contains an area of approximately 8 acres and is recorded in the name of Francis B and Virgie D. Myles in Liber 1000 at Folio 395 in the land records of Prince Georges County, Maryland.

Parcel 2 contains an area of approximately 4.1 acres and is recorded in the name of Virgie D Myles in Liber 366 at Folio 369 in the land records of Prince Georges County, Maryland.

8

TAX DATA

BOOK 155 PAGE 72

The tax account is recorded in the name of Francis B Myles. The current assessment is as follows:

4.1 Acre Land	$ 520
8 Acres Land	$ 860

It is the policy of the Prince Georges County Assessor's office to try to assess property at between 50% to 60% of Market Value. In reality, however, this is not always the case because of the time lag in making reappraisals. The tax rate in Prince Georges County compares favorably with the other surrounding jurisdictions and has no influence on Market Value.

9

NEIGHBORHOOD DATA

BOOK 155 PAGE 73

Historically, Central Avenue has been a main artery for traffic from the northeast section of Washington, D.C. into Maryland. The heavy traffic and dense population has resulted in Central Avenue being developed into a commercial strip. There are many and varied local business establishments plus a gasoline service station on practically every corner along this section of Central Avenue. There are a few heavy industrial operations along the East Washington railroad line that serves this area.

The residential area of the neighborhood has been in a static state for some time. Most of the existing dwellings are in the lower price range from $10,000 to $15,000.

However, in the past 5 years there has been an improvement in the housing aspect for this area. There has been several medium size new subdivisions that have sold quite successfully and considerable new housing at spot locations.

Access to the subject property is from Rollins Avenue that intersects Central Avenue approximately one mile and one-half from the District of Columbia Line. Rollins Avenue is a secondary road that was the access to the area that historically has been a small truck farm area.

Generally the neighborhood along Rollins Avenue is spotted with single family homes under the $15,000 range. However, there are several substantial properties in the vicinity.

Access to the subject land is off an unimproved roadway off Rollins Avenue through the Pleasant Park subdivision. This immediate area is in a rather run down condition and there is evidence of poor housekeeping of the adjacent properties.

10

The driveway to this property is littered with wrecked automobiles and is very unsightly.

This land is in the RR zone, however, it's closeness to the D.C. line makes it valuable for potential residential development.

ANATH J. BRIGHT, SRA
BOOK 155 PAGE 75

SITE DATA

The subject land under study for this appraisal is an irregular shape parcel containing approximately 14.73 acres. There appears to be some common ownership in the three tracts making up this 14 acre tract, however the subject of this appraisal deals only with the land at the northern and southern part of the parcel. The central parcel is not part of this appraisal. For a detailed description of the size and shape of the land, see the boundary survey in the Addendum made by Parkway Surveys Plat No. LS-362.

Access to this property is by Washington Avenue which is part of a recorded subdivision adjacent to the easterly boundary near the southeastern corner. A deep ravine which is the creek bed runs the entire length of the easterly line.

The topography of the land is very rough and hilly. Actually the most readily usable ground consists of the top of the two knolls that is the major part of this land. The two knolls are separated by a rather deep ravine running across the property that separates the two hills. The land flows in all directions from these two high spots. Approximately one fifth of the land in the area along the ravine of the creek bed is covered with a scrub growth of woodland up to 8" in diameter.

The center portion of the tract contains a one and one-half story frame dwelling. The appearance of the outside of this dwelling indicates that it has deteriorated to the point

13

where it is no longer economically feasible to rehabilitate it. It is for this reason that I have assigned no value to the improvement.

On the southern part of this land there are many wrecked automobiles. It would cost some money to remove these automobiles before the land could be used. My value of this land reflects the cost of removing these automobiles.

Public water and sewer are within one half mile of this property. It is my opinion that the elevation of this land is such that it could be served by public sewer.

ANATH J. BRIGHT, SRA

BOOK 155 PAGE 77

MARKET DATA

	Date	Location	Parties to Transfer	Liber Folio	Price
1	6/11/59	Rollins Avenue St Pleasant 56.3853 acres 25.072 acres	Louis H & Sarah Bell to Max and Sylvia Miller and Max and Bertha G Fanaroff	Liber 2341 Folio 567	$97,000/ $1200 acre T.T. $194
2	1/9/61	St Pleasant 7.14 acres	Ruth Z & David N Lathers to Charles F O'Connor	Liber 2525 Folio 115	$30,000/ $4200 acre T.T. $60
3	12/8/61	St Pleasant 18.59 acres 18.59 acres	Ruth P & Howard Strine to Harry Poretsky and Sydney and Lester	Liber 2629 Folio 534	$205,000/ $5500 acre T.T. $410

ADJUSTED VALUE OF SUBJECT PROPERTY $ 4,000 /ac.

14

ANALYSIS AND FINAL ESTIMATE OF VALUE

The comparable sales sited in Market Data of this report are sales that have been consumated within the past four years and are located within a one mile radius of the property. These sales indicate a range of $1,200 to $5,500 per acre. After analysising and making adjustments for availability of public utilities, access to the property, topography, and time of sale, it is my opinion that the Market Value for the property consistent with the highest and best use under the present zoning, as of March 6, 1964 was:

12.1 acres @ $4,000 = $48,400

FORTY EIGHT THOUSAND FOUR HUNDRED DOLLARS ($48,400)

15

SENIOR RESIDENTIAL APPRAISER

Anath J. Bright

SOCIETY OF REAL ESTATE APPRAISERS

6001 BALTIMORE BOULEVARD RIVERDALE, MARYLAND

PHONE: WA 7-5275

STATE OF MARYLAND, COUNTY OF PRINCE GEORGES, ss:

APPRAISAL OF THE VALUE

CERTIFICATE

For: Mrs. Rose Mattingly, Attorney
6219 Baltimore Avenue
Riverdale, Md.

BOOK 155 PAGE 79

I hereby certify that I have personally examined the property deseribed as 8 acres, St Pleasant District, recorded in name of Francis B and Virgie D. Myles in Liber 1000 at Folio 395 and 4.1 acres, St Pleasant Disrict, recorded in the name of Virgie D Myles in Liber 366 at Folio 369 in the land records of Prince George's County, Maryland.

and it is my opinion that the value of said property as of the 6th day of March, 1964 A. D. is

FORTY EIGHT THOUSAND FOUR HUNDRED DOLLARS ($48,400)

The property was appraised as a whole owned in fee simple and uneneumbered by any indebtedness.

I further certify that I have no present or eontemplated future interest in the property appraised or the result of this appraisal and that this appraisal was made in eonformity with the standards of practice of the Society of Real Estate Appraisers, of whieh I am a member.

Anath J. Bright SEAL

Subscribed and sworn to before me this 19th day of March, 1964.

Rose M Mattingly
Notary Public, Md.

LIMITING CONDITIONS

The opinion of value expressed above is the result of and is subject to the data and conditions described in detail in the aceompanying report of eleven pages.

No responsibility is assumed for matters of a legal nature coneerning the appraised property, nor of questions of survey.

No fractional part of this appraisal is to be used in eonjunetion with another appraisal. Sueh use renders it invalid.

16

QUALIFICATIONS OF THE APPRAISER

Senior Member - Society of Residential Appraisers

Licensed Real Estate Broker - State of Maryland

Member Prince Georges County Real Estate Board

Fee Panel Appraiser - Federal Housing Administration

Fee Panel Appraiser - Certified Agency Program FHA

BS Degree University of Maryland

Qualified as an expert before Circuit Court of Prince Georges County

Qualified as an expert before Property Review Board Prince Georges County

Member - American Right of Way Association

PARTIAL LIST OF CLIENTS

J. Edwin Hutchinson, Attorney

John Gilmore, Attorney

Robert W McCullough, Attorney

W. Carroll Beatty, Attorney

Bill L. Yoho, Attorney

Walter Green, Attorney

Atlantic Refining Corporation

Humble Oil Company

Barnes Investment Corporation

City of College Park

Federal Housing Administration

Maryland National Capital Park and Planning Commission

Board of Education, Prince Georges County

Department of Public Works, Prince Georges County

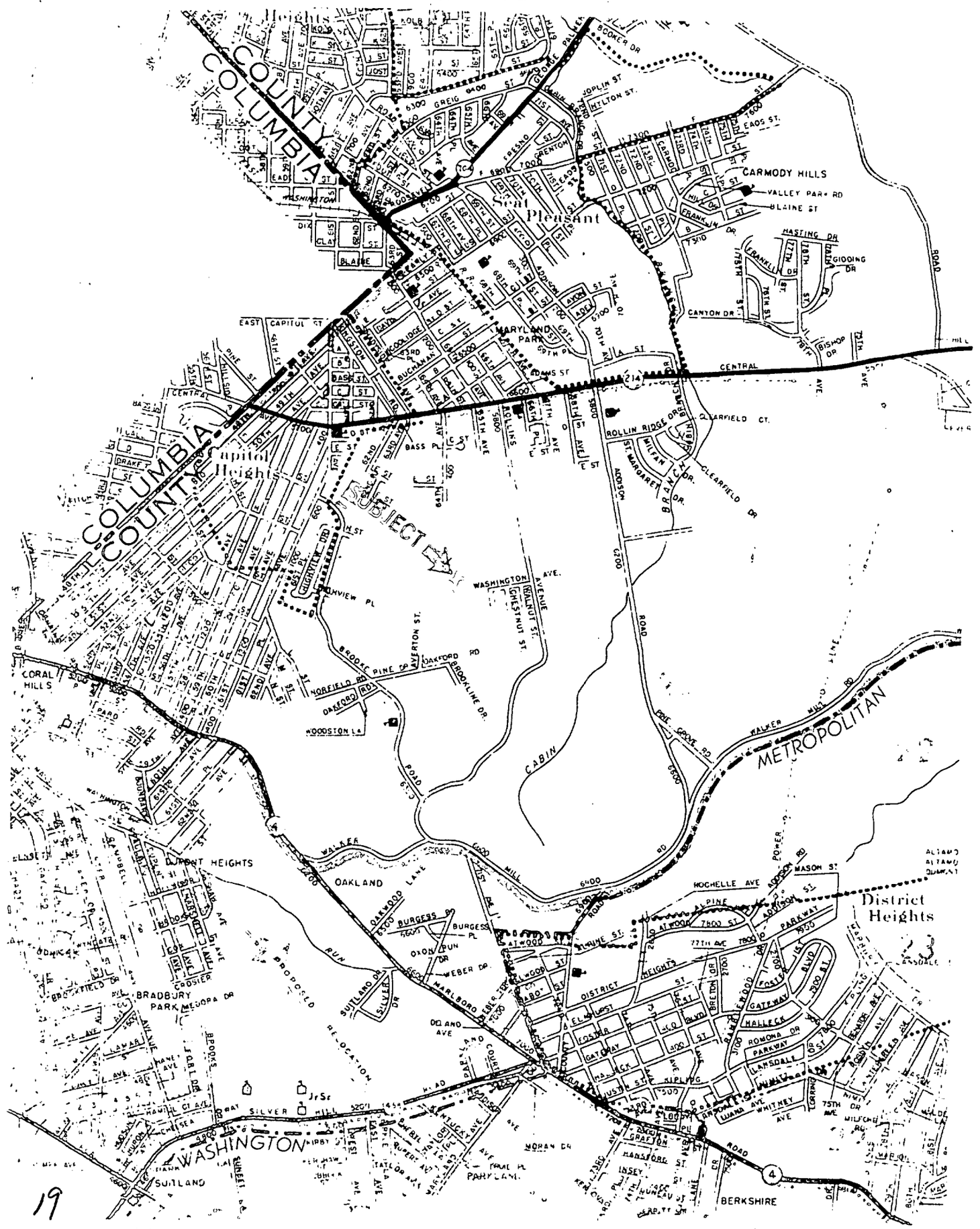
Prince George County General Hospital

Washington Suburban Sanitary Commission

ANATH J. BRIGHT, SRA

BOOK 155 PAGE 81

ADDENDUM


COUNTY
COLUMBIA
Seat Pleasant
CARMODY HILLS
VALLEY PARK RD
BLAINE ST
MARYLAND PARK
Capitol Heights
SUBJECT
CORAL HILLS
DUPONT HEIGHTS
OAKLAND
BRADBURY PARK
WASHINGTON
SUITLAND
PARKLAND
BERKSHIRE
District Heights
METROPOLITAN
CABIN
RUN
PROPOSED RELOCATION
CENTRAL
WALKER MILL ROAD
ROCHELLE AVE
MASON ST
ADDISON ROAD
CLEARFIELD DR
ROLLIN RIDGE DR
CANYON DR
HASTING DR
GIDDING DR
BISHOP DR
WASHINGTON AVE.
CHESTNUT ST.
BROOKLINE DR.
OAKFORD RD
NORFIELD RD
WOODSTON LA
BURGESS PL
OXON RUN DR
WEBER DR
SILVER HILL
MORAN DR
GRAFTON
HANSFORD ST
INSEY
LANSDALE
ROMONA DR
PARKWAY
HALLECK
GATEWAY
FOSTER
DISTRICT HEIGHTS
ALPINE
ATWOOD
BRETON DR
MARLBORO
DELAND AVE
SUITLAND DR
SILVER DR
WEBER DR
BROOKFIELD DR
MEDORA DR
CROSIER
BROOKS
HAMILL CT AVE
CHESEA
WHITNEY AVE
LUANA AVE
LORRING
75TH AVE
MILFORD RD
ALTAMO
ALTAMO DUMONT
19

BOOK 155 PAGE 83

A P P R A I S A L

4.1 acres vacant land

also

8 acres vacant land located

at extreme end of unimproved

Washington Avenue, off Rollins

Avenue, Seat Pleasant, Maryland.

Mrs. Rose M. Mattingly
Attorney

1984 MAR 19 PM 3:03

20

E + C

C. H. Pearce REALTY CO.

HOMES ☆ COMMERCIAL ☆ INDUSTRIAL ☆ FARMS ☆ LOTS ☆ APPRAISALS

4613 GUILFORD ROAD
COLLEGE PARK, MARYLAND

Residence: WArfield 7-6308

BOOK 155 PAGE 84

March 16, 1964

Mrs. Rose M. Mattingly
6219 Baltimore Avenue
Riverdale, Maryland

Dear Mrs. Mattingly:

At your request of March 6, 1964, I have appraised the two parcels of unimproved land owned by V. D. Myles and located on or near the unimproved Washington Avenue in Seat Pleasant, Maryland.

After investigating, and considering other land values in this vicinity, I consider the market value of this land, as of March 14, 1964, to be $4,500 per acre.

No. 1 parcel of 4.1 acres . .	$18,450.00
No. 2 parcel of 8 acres . . .	36,000.00
Total	$54,450.00

This appraisal is made on the assumption that Washington Avenue will be improved and that the 4.1 acre tract will have some outlet made available. It is also assumed that utilities will be installed.

Very truly yours,

C. H. Pearce
Appraiser

21

Identification of the Properties

Location of the two parcels of land in Seat Pleasant, Prince George's County, Maryland.

Turn off Central Avenue onto Rollins Avenue and continue about one mile to Washington Avenue which is an unmarked, narrow dirt road. Continue on said Washington Avenue about 1000 feet to a dead end street at the property line or at a small stream.

The beginning of the first tract of 8 acres is at the end of this dead end street. Between the 4.1 acres and the 8 acre tract is a parcel of land owned by D. E. and M. C. Myles. The 4.1 tract has no outlet, street or road.

The enclosed plat describes fully the boundaries and location of the two parcels of land.

Neighborhood Area

This property is practically isolated off a dead end street or avenue. This street is littered with junk, cars and trash.

I would value at about $2,000 (two thousand dollars), the one house adjoining this land.

There is no sewer or water on or near the property. There is an electric line coming into the D. E. and M. C. Myles property, this being the only utility in this area.

Comparable Sales

The following properties have been sold recently in the vicinity.

Driver property - 11/20/63	13 acres	$49,000
Driver house		10,000
Albert property - 2/64	7 acres	$40,000
Albert house		12,000
Lewis property - 2/7/64	7½ acres	$21,000
Lewis house		7,000
Heafner property - 7/11/61	1½ acres	$20,000
Heafner house (9 rooms)		15,000

C. H. Pearce REALTY CO.

HOMES ☆ COMMERCIAL ☆ INDUSTRIAL ☆ FARMS ☆ LOTS ☆ APPRAISALS

4613 GUILFORD ROAD
COLLEGE PARK, MARYLAND

Residence: WArfield 7-6308

BOOK 155 PAGE 88

March 16, 1964

Mrs. Rose M. Mattingly
6219 Baltimore Avenue
Riverdale, Maryland

Dear Mrs. Mattingly:

I have been a resident of Prince George's County for over fifty years and have been engaged in the real estate business for over forty years as a builder, broker and appraiser of various properties throughout the county.

Very truly yours,

C. H. Pearce

25

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

IN EQUITY

BOOK 155 PAGE 89

Helen Myles, mother and next friend of
Daisy Myles and Stewart Myles, Infants

Plaintiff

vs. No._____

Daisy Myles, Infant, et al.,

Defendants

AFFIDAVIT

STATE OF MARYLAND
COUNTY OF PRINCE GEORGES, :ss

C. H. Pearce, being first duly sworn upon oath, deposes and says that he is a licensed real estate broker in the state of Maryland and has been for the past twenty-five years; that he is familiar with the land values in Prince Georges County; that he has personally examined the property appraised in this case in accordance with the appraisal filed herein; that he believes that a fair price for the property for the reasons set out in the appraisal is $54,450.00; that he has no financial interest in the transaction.

C. H. Pearce

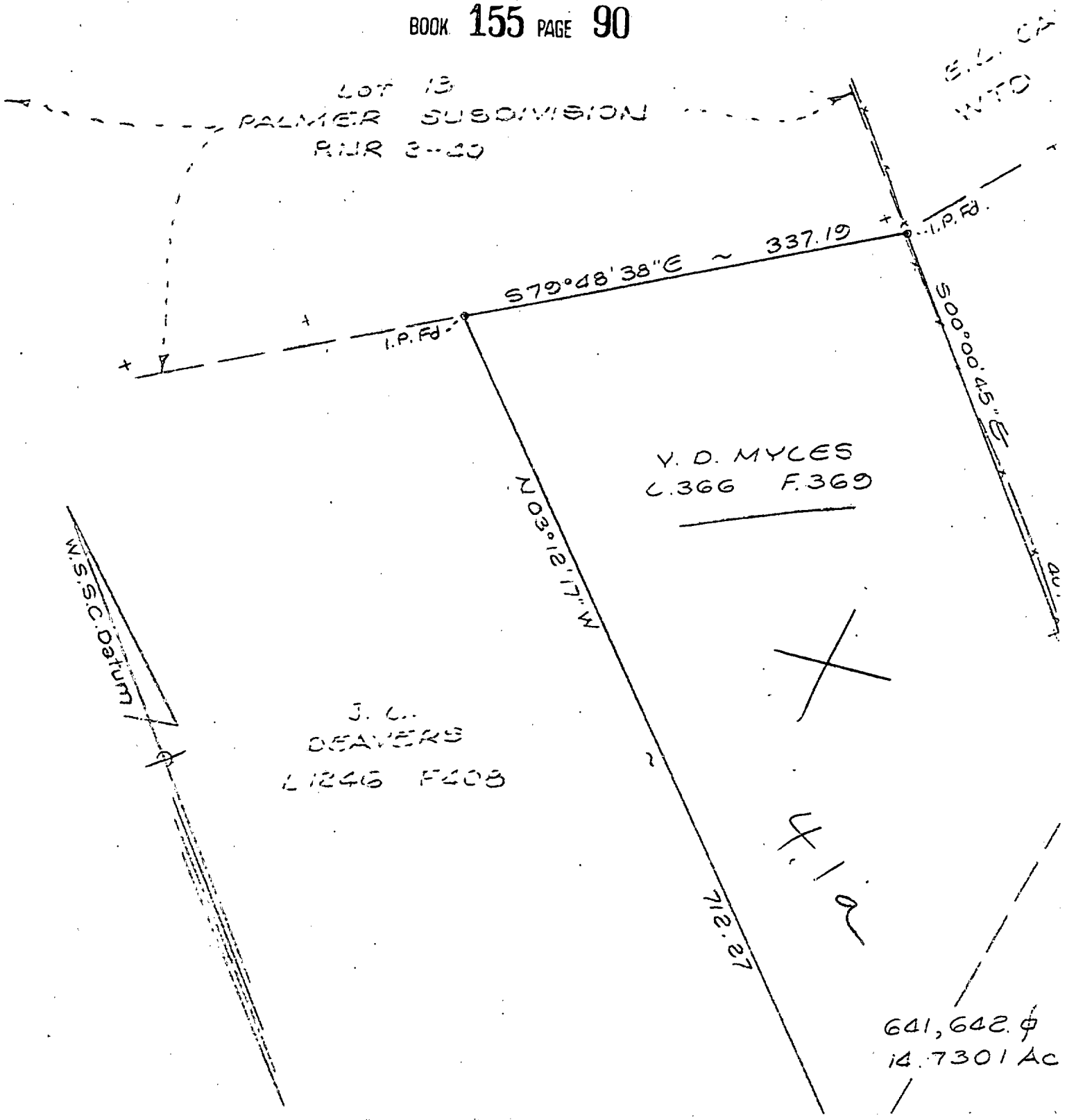
Subscribed and sworn to before me this 17th day of March, 1964.

Notary Public, Maryland

FILED

1964 MAR 19 AM 9:03

26


LOT 13
PALMER SUBDIVISION
PNR 3-40
S79°48'38"E ~ 337.19
I.P. Fd.
I.P. Fd.
S00°00'45"E
V. D. MYCES
L.366 F.369
N03°12'17"W
W.S.S.C. Datum
J. L.
DEAVERS
L1246 F408
712.27
4.1a
641,642.ϕ
14.7301 Ac

BOU
MYLE
SEAT P
PRINCE
N

SCALE: 1" = 10

F
G
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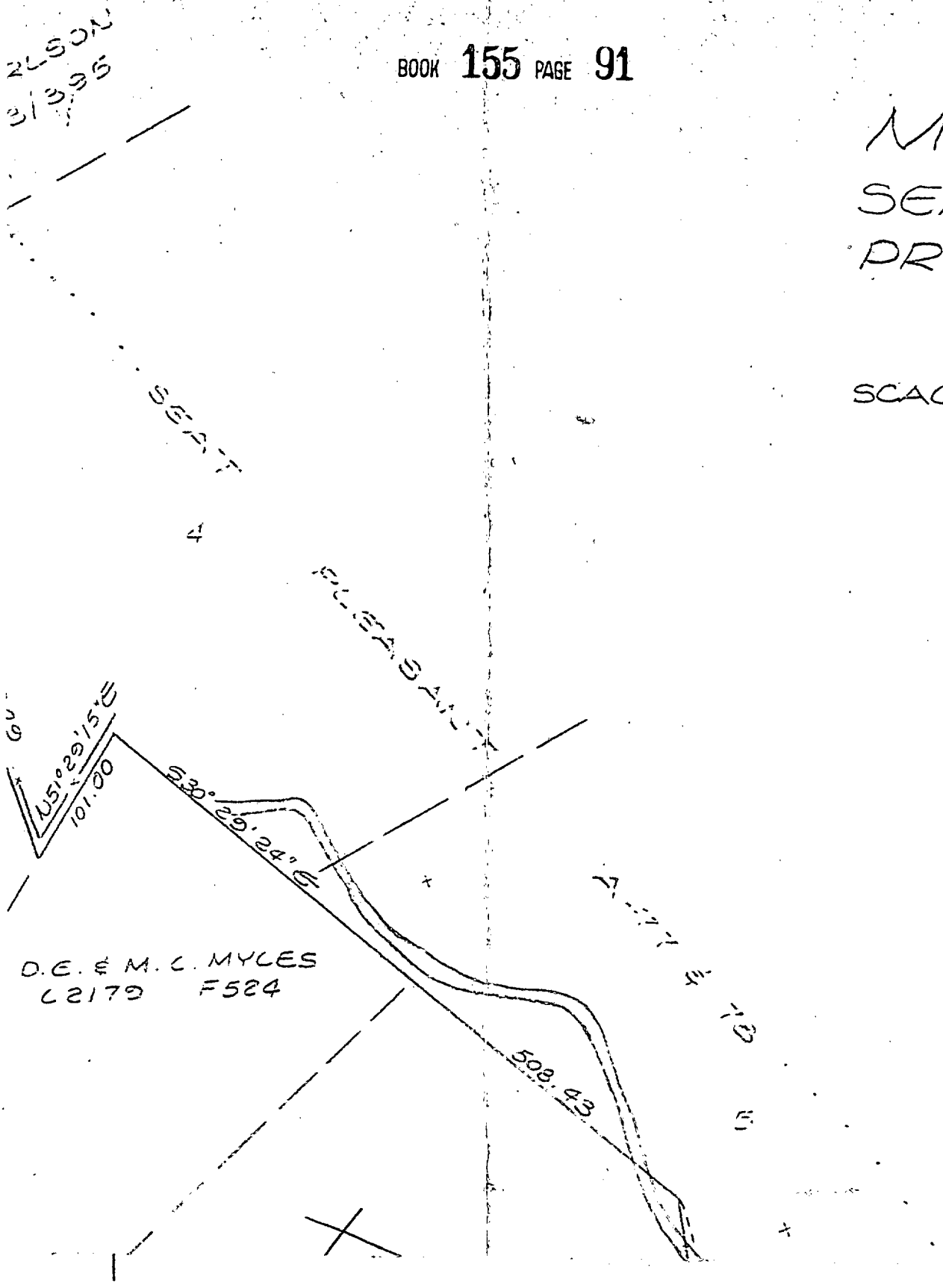


BOOK 155 PAGE 92

'NDARY SURVEY

S PROPERTY

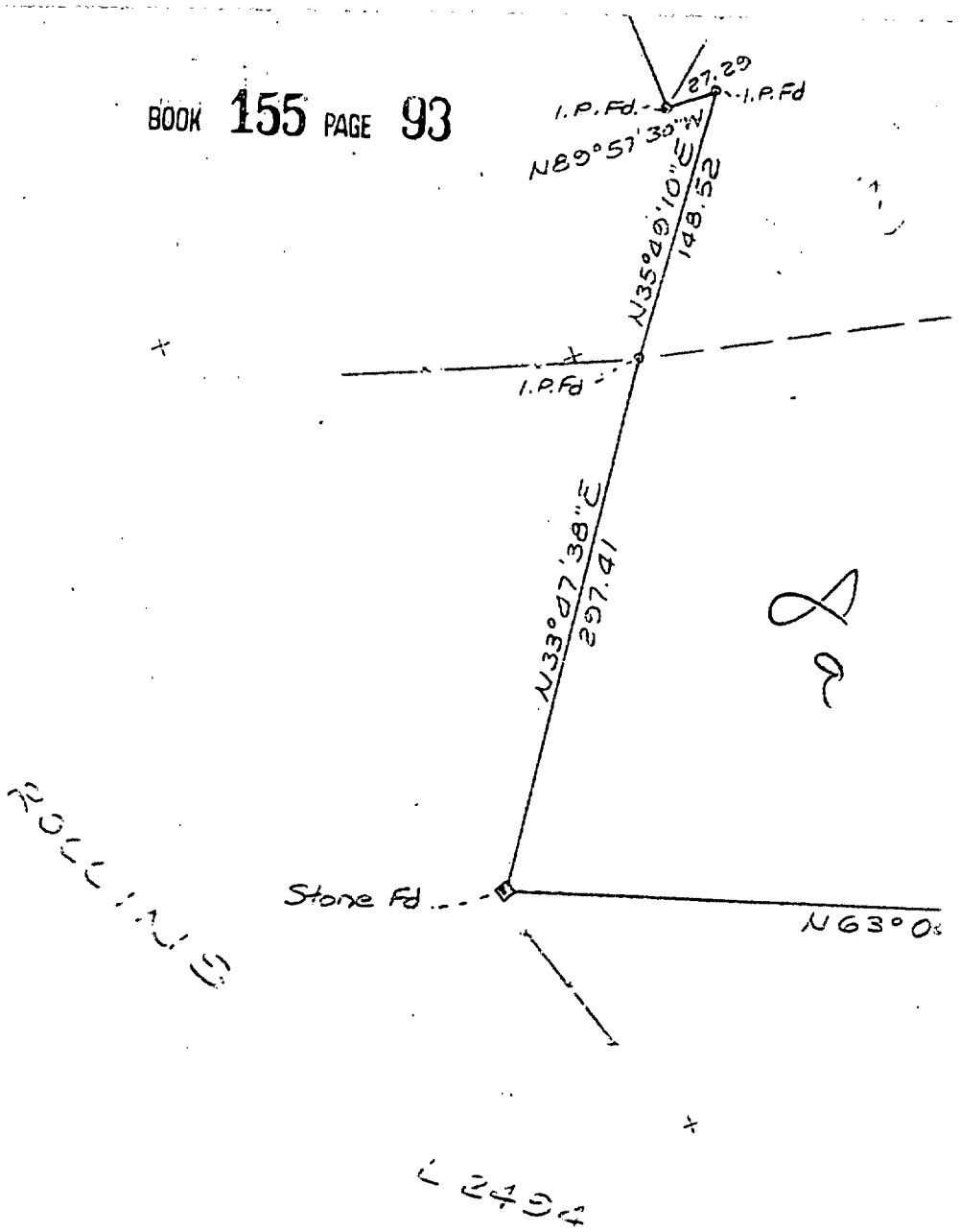
LEASANT DISTRICT

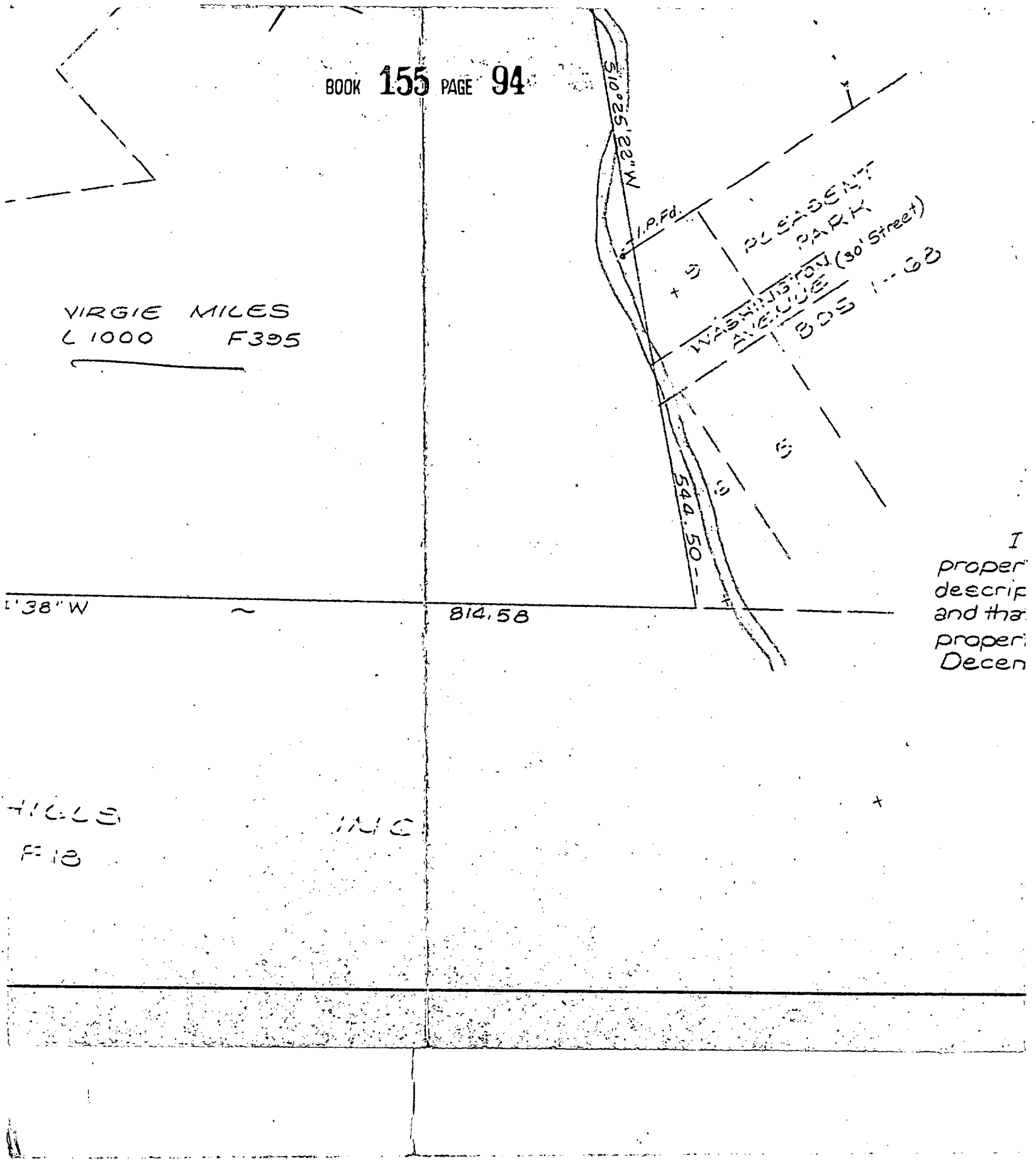
GEORGES COUNTY

1ARYCAND

DECEMBER, 1963

ARKWAY SURVEYS
219 BALTIMORE AVENUE
IVERDALE, MARYLAND
UN 4-7458


I.P.Fd.
27.20
I.P.Fd
N89°57'30"W
N35°09'10"E
148.52
I.P.Fd
N33°07'38"E
297.41
Stone Fd
N63°0
8


S10°25'22"W
I.P.Fd.
PLEASANT PARK
WASHINGTON AVENUE (30' Street)
BDS 1-68
VIRGIE MILES
L 1000 F395
544.50
'38"W
814.58
I
proper
descrip
and tha
proper
Decen
HILLS
INC
F 18

BOOK 155 PAGE 95

ENGINEER'S CERTIFICATE

hereby certify that I have carefully surveyed the
y shown and described hereon in accordance with record
tion, and that corners have been found or placed as shown,
there are no encroachments either way across the
y except as indicated.
ber 1963

CLINTON G. LIGHT, JR.
P.E. & L.S. MD. # 715

BOOK 155 PAGE 96

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

IN EQUITY

Helen Myles, mother and next friend of
Daisy Myles and Stewart Myles, Infants
Plaintiff

vs.

No. 4223

Daisy Myles, Infant, et al.,

Defendants

ORDER APPOINTING GUARDIAN AD LITEM

It appearing to the Court, by the petition for ratification of infants agreement filed herein, that the interests of the minor defendants should be protected by the appointment of a guardian ad litem for reasons set forth in the petition, it is by the Court this 19th day of March, 1964,

ORDERED that Ernest Floristan,

be and he is hereby appointed guardian ad litem for the minor defendants in this proceeding.

George Sothoron
Judge

FILED

1964 MAR 19 AM 9:42

28

BOOK 155 PAGE 97

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Helen Myles, mother and next friend of
Daisy Myles and Stewart Myles, Infants
Plaintiff

vs. No. 16,223

Daisy Myles, Infant, et al.,

Defendants

ORDER APPOINTING ATTORNEY
FOR GUARDIAN AD LITEM

ORDERED that Ruffin A. Brantley be and he is hereby appointed attorney for the guardian ad litem for the minor defendants in this proceeding.

Judge

3/23/64

29

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Helen Myles, mother and next friend of
Daisy Myles and Stewart Myles, Infants

Plaintiff

vs. No. 16,223

Daisy Myles, Infant, et al.,

Defendants

ANSWER

Comes now Ruffin A. Brantley, attorney for Ernest Florestnavo, guardian ad litem appointed for the minor defendants in this proceeding, and for answer to the petition filed herein says that the defendants, being infants, can neither admit nor deny the allegations contained in the petition and submits the protection of their interests to this Court.

Ruffin A. Brantley
6219 Baltimore Avenue
Riverdale, Maryland
UNion 4-7779
Attorney for Guardian Ad Litem

FILED

1904 MAR 23 AM 9:31

30

BOOK 155 PAGE 99

HELEN MYLES, mother and next friend of Daisy and Stewart Myles, infants	:	IN
Plaintiff	:	THE CIRCUIT COURT
vs.	:	FOR
DAISY MYLES, infant, et al,	:	ANNE ARUNDEL COUNTY
Defendant	:	NO. 16,223 EQUITY
	:	

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

TESTIMONY TAKEN ON BEHALF OF PLAINTIFFS

March 24, 1964

Present:

Mrs. Rose M. Mattingley, Solicitor for Plaintiffs

Mr. Emanuel Klawans, Court Examiner & Master

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Helen Myles, pages 2 - 9

John E. Myles, Jr., page 10

1964 APR -7 [illegible]

31

(NOTICE TO DEFENDANT FILED HEREWITH MARKED EXAMINER'S EXHIBIBT NO. 1)

Helen Myles, a witness of lawful age, being first duly sworn, deposesa nd says:

(Mrs. Mattingley)

1. Mrs. Myles, would you give your name and address?

A. Helen Myles, Harwood, Maryland.

2. Is that in Anne Arundel County?

A. Anne Arundel County.

3. Do the infant defendants in this case, Daisy Myles and Stewart Myles live with you?

A. They do.

4. Did you sign on their behalf a contract to sell certain real estate which is located in Prince George's County, contract dated December 11th, 1963?

A. I did.

5. I show you an exhibit filed in this case, Mrs. Myles. Is this a copy of that contract?

A. Yes, it is.

(Mr. Klawans)

1. And you identify your signature?

A. Oh, yes, sure.

2. What is your relationship to the children mentioned?

A. Mother.

(CONTRACT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

(Mr. Mattingley)

6. The infant defendant, Daisy Myles,how old is she, Mrs. Myles?

A. Fourteen years old.

7. When was she born?

A. May the 28th, 1949.

8. Now the infant defendant, Stewart Myles, how old is he?

A. Seventeen.

9. When was he born?

A. He was born December the 24th, 1946.

10. The property which is being sold, Mrs. Myles, are you familiar with it?

A. Yes, I am.

11. I show you a copy of a plat which was attached to one of the appraisals which has been filed in this case as an exhibit. Can you identify the property which is being sold here?

A. These pieces here.

12. You are pointing to the two parcels marked with an "X"?

A. Yes.

13. And there is a piece in the middle between the two which is not a part of this property?

A. That's correct.

14. That does not belong to the children?

A. No.

(PLAT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 3)

15. Now Mrs. Myles, those pieces of property were originally the property of Francis B. Myles, is that correct?

A. That's right.

16. And who was Francis B. Myles?

A. That was my husband's father.

17. Is he still alive?

A. No, he isn't. He is deceased.

18. Do you know when he died?

A. 1948.

19. And his wife's name?

A. Virgie.

20. And is she still alive?

A. No, she is deceased.

21. When did she die?

A. 1962.

22. Did Francis B. Myles leave any Will as far as you know?

A. He did have a Will.

23. Did Virgie have a Will?

A. No.

24. Is your husband still alive?

A. No, he is deceased.

25. When did he die?

A. In '49.

26. Did he leave a Will?

A. No.

27. Do you have other children besides these two infants?

A. Yes, six others.

28. And they are all over the age of twenty one?

A. That's right.

29. You have just the two infant children living at home with you, is that right?

A. That's right.

30. And they have an interest in this property coming through their

father?

A. That's right.

31. From his father and mother?

A. That's right.

32. (Mr. Klawans)

3. Have the others signed the contract?

A. Yes, all have signed.

4. Do you wish to give the names of all your children?

A. Alright. John Edwin Myles, Helen Teresa Myles, she is married now. Helen Teresa Pickney; Francis Samuel Myles; Leonora Inez Gross; Delydia Jones; and Stewart and Daisy.

(Mrs. Mattingley)

32. I believe you left out David.

A. And David Wilmor Myles.

(Mr. Klawans)

5. Stewart and Daisy Myles are the minors?

A. Yes.

(Mrs. Mattingley)

33. The purchase price provided for in this contract is $76,630.00, is that correct?

A. That's right.

34. You are aware that appraisals have been filed in this case, one in the amount of $48,400.00 by A.J. Bright and one in the amount of $54,450.00 by C. H. Pearce?

A. Yes.

35. You are satisfied that the price in the sales contract is a fair price for this property?

A. I think so.

35

36. You live in Harwood with your two children. Does anyone else live there with you?

A. No.

37. Are you employed Mrs. Myles?

A. Only there on the farm. We raise a little crop.

38. You have only the income from the farm?

A. That's right.

39. Are the children in school?

A. Yes, they are.

40. Would you tell us please what school they are in and what grade they are in?

A. Stewart is in Bates High School. This is his last year. Daisy is in Southern Junior High. That's in Lothian, Maryland. She is in the 9th Grade.

41. Does your son still plan to go on to school?

A. Yes, he wants to go to Bowie College this fall.

42. Do you plan to use the money that he will receive as his share of this to send him to college?

A. Of course, I certainly do.

43. What about your daughter? What are your plans for the money she would receive?

A. She wants to go to school too to further her education.

(Mr. Klawans)

5. You have no means of affording to send them to college of your own?

A. No, I do not.

(Mrs. Mattingley)

44. Do you believe, Mrs. Myles, that it is in the best interest

36

of these children to ratify this contract of sale and have the sale go through?

A. Yes.

45. Is this land of any benefit to them now, arethey receiving any income from it?

A. Not at all. We are only paying taxes on it, that's all.

(Mr.Klawans)

6. Do you have any other reasons why you think it is to the benefit of these children to sell the land other than what you have already told us?

A. No, I believe that's all. It is there idle, doing nothing with it. They are getting nothing from it.

(Mrs. Mattingley)

46. Would there be any way, Mrs. Myles, in which this property could be divided so that pieces of land would go to the heirs in this state, any practical way of dividing it so that they would all have an equal share?

A. I wouldn't think it would be much use in that way at all. It is such a little bit that each one would get that way, if you divided it like that.

47. And with the piece in the middle of it it would make it very impractical to divide it?

A. That's right.

(Mr. Klawans)

7. Who owned this land originally?

A. Francis B. Myles, the father, and Virgie.

8. He left a Will, is that correct?

A. Yes.

9. Where was he living when he died?

A. He was living there on Central Avenue.

10. Prince George's County?

A. That's right.

Klawans - Well you can certify there isn't any Will?

Mattingley - That's right. There is no Will on record.

(Mrs. Mattingley)

48. Mrs. Myles, besides your husband who were the other children of Francis and Virgie Myles who would inherit an interest in this property?

A. Daniel Myles, Conrad Myles, Joseph Myles and Mary Myers.

49. And they are all still alive?

A. That's right.

50. And they signed this contract?

A. Yes, they have.

(Mr, Klawans)

11. Did your husband's father have any other children who predeceased him?

A. No, no more.

12. Did your husband have any other children who are dead?

A. No.

13. Did Virgie Myles have any other children after her husband's death?

A. No.

14. She didn't marry again?

A. No.

15. In other words the ones listed here are the sole survivors?

A. That's right.

(DEED DATED APRIL 29, 1947 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 4)

(DEED FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 5)

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 Mrs Helen Trufler

40

John E. Myles, Jr., a witness of lawful age, being first duly sworn, deposes and says:

(Mrs. Mattingley)

1. Would you give your name and address?

A. My name is John E. Myles, Jr., 4324 Blagden Terrace,N. W., Washington, D. C.

2. What relation are you to these two defendants?

A. I am their brother.

3. Their older brother?

A. Yes, the oldest brother.

4. Do you visit the children frequently and are you well acquainted with their circumstances of their life and their upbringing?

A. Yes.

5. You signed the contract yourself, did you not, Mr. Myles?

A. Yes, I did.

6. And you believe that's an advantageous contract?

A. I do.

7. You are familiar with the plans of your young brother and sister to go ahead to school?

A. Yes, I am.

8. In your opinion is it the best thing for these children that this land be sold and this money to be used for their benefit?

A. Yes, I think that's the best thing.

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 John E. Myles Jr

42

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

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

Witness my hand and seal this 7th day of ~~March,~~ April 1964.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

BOOK 155 PAGE 111

E.K. $25.00 Pd. EK

S.M. $10.00 Pd. SM

ROSE M. MATTINGLEY
ATTORNEY AT LAW
6219 Baltimore Avenue
RIVERDALE, MARYLAND

UNion 4-7779

BOOK 155 PAGE 112

March 20, 1964

Ruffin A. Brantley, Esq.
6219 Baltimore Avenue
Riverdale, Maryland

Re: Helen Myles, mother and next friend of Daisy Myles and Stewart Myles, Infants vs. Daisy Myles, Infant and Stewart Myles, Infant
No. 16,223
Anne Arundel County

Dear Mr. Brantley:

The testimony in the above case of the plaintiff and her son, John Myles, will be taken on Tuesday, March 24, 1963, at 4:00 P. M., by Examiner Emanuel Klawans before a court stenographer in the court reporters room on the second floor of the Court House.

As you are the court appointed attorney for the guardian ad litem of the infants in the case, you may wish to attend.

Very truly yours,

Rose M. Mattingley

RMM:cj

Emanuel Klawans
Examiner

44

Ext 1.

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1964 APR 8 PM 3:42

SALES CONTRACT

BOOK 155 PAGE 113

December 1[illegible], 1963

Received from Gus Basiliko a deposit of THIRTY-FIVE HUNDRED ($3500.00) DOLLARS to be applied as part payment of the purchase of approximately four and one-tenth (4-1/10) acres in Prince George's County, Maryland, shown on Prince George's County Tax Map No. 73 as Parcel No. 145, also listed as Tax Account No. 3875500, and Parcel No. 147, listed as Tax Account No. 3875600, comprising approximately eight (8) acres, upon the following terms of sale:

Total price of property, SEVENTY-SIX THOUSAND SIX HUNDRED THIRTY ($76,630.00) DOLLARS.

The purchaser agrees to pay the total price of the property, $76,630.00, cash at date of conveyance, of which sum this deposit shall be a part, subject to adjustment by survey. The survey shall be ordered and paid for by the purchaser and the purchase price shall be adjusted up or down as the survey shall indicate at the rate of Six Thousand Three Hundred Thirty-three ($6,333.00) Dollars per acre.

This contract contingent upon ratification of a contract, by present owners, for purchase of Parcel No. 146, comprising approximately two and three-quarters (2-3/4) acres, with improvements; all three parcels being contiguous, and bordering each to one other. If either or all parcels of the properties cannot be transferred with clear title due to present ownership being obtained through Quitclaim Deed, then purchaser waives requirement for clear title.

Trustees in all deeds of trust are to be named by the parties [illegible] thereby.

The property is sold free of encumbrance except as aforesaid; [illegible] to be good of record and in fact; subject, however, to covenants, conditions and restrictions of record if any; otherwise said deposit is to be [illegible] and sale declared off at the option of the purchaser, unless the defects [illegible] of such character that they may readily be remedied by legal action, but [illegible] seller and agent are hereby expressly released from all liability for damages by reason of any defect in the title. In case legal steps are necessary to perfect the title, such action must be taken by the seller promptly [illegible] own expense, whereupon the [illegible] herein specified for full settlement [illegible]

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E/h-2 E/Clearance Examiner

45

Ex A

purchaser will thereby be extended for the period necessary for such prompt action.

Rents, taxes, water rent, insurance and interest on existing encumbrances, if any, and operating charges are to be adjusted to the date of transfer. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the Treasurer of the County, except that assessments for improvements completed prior to the date hereof, whether assessment therefor has been levied or not, shall be paid by the seller, or allowance made therefor at the time of transfer. If the property is serviced by the Washington Suburban Sanitary Commission, annual benefit charges of said Commission are to be adjusted to date of transfer and assumed thereafter by purchaser.

Examination of title, tax certificate, conveyancing, notary fees and all recording charges, including those for purchase money trust, if any, are to be at the cost of the purchaser.

It is understood and agreed that no commission is to be paid by the sellers.

Within forty-five (45) days from the date of acceptance hereof by the owner, or as soon thereafter as a report on the title can be secured if promptly ordered, the seller and purchaser are required and agree to make full settlement in accordance with the terms hereof. If the purchaser shall fail so to do, the deposit herein provided for may be forfeited at the option of the seller, in which event the purchaser shall be relieved from further liability hereunder, or without forfeiting the said deposit the seller may avail himself of any legal or equitable rights which he may have under this contract. Time is the essence of this contract.

Settlement is to be made at the office of Paul H. Lauterbach & Company, Inc., or at the Title Company searching the title, and deposit with the Title Company or with Paul H. Lauterbach & Company, Inc., balance of the purchase money, the deed of conveyance for execution and such other papers as are required of either party by the terms of this contract shall be considered good and sufficient tender of performance of the terms hereof.

Seller agrees to execute the usual special warranty deed.

SA

Seller agrees to give possession at time of settlement, and in the event he shall fail so to do he shall become and be thereafter a tenant by the week of the purchaser and hereby waives all notice to quit and purchaser may proceed to recover possession of said premises under and by virtue of the provisions of the Laws of Maryland or by such proceedings as may be in use in like proceedings between landlord and tenant.

BOOK 155 PAGE 115

The risk of loss or damage to said property by fire or other casualty until the deed of conveyance is recorded is assumed by the seller.

All notices of violations of local ordinances or requirements, issued by legal authority or prosecutions in any court on account thereof against or affecting the property at the date of the settlement of this contract shall be defended or complied with by the seller and the property conveyed free thereof. This provision shall survive the delivery of the deed hereunder, regardless of knowledge or notice of the same on the part of purchaser.

Entire deposit to be held in escrow by Maryland Title & Escrow Company ~~Wilmer F. Pilkey, attorney for seller~~, until settlement hereunder is made, or until the deposit is forfeit

The principals to this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns.

This contract, made in quadruplicate, when ratified by the seller con... the final and entire agreement between the parties hereto and they shall not ... bound by any terms, conditions, statements or representations, oral or written not herein contained.

Paul M. Lauterbach & Company, Inc.

By _____
Agent

We, the undersigned, hereby ratify, accept and agree to the above memorandum of sale and acknowledge it to be our contract.

December 11, 1963

_____
Purchaser

December 13th, 1963

_____
_____
_____
Seller

- 3 -

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BOOK 155 PAGE 116

Sellers signatures continued:

Property to be conveyed in name of Gus Basiliko, or Nominee.

SALES CONTRACT

BOOK 155 PAGE 117

December 11th, 1967

Received from Gus Basiliko a deposit of TWO THOUSAND ($2,000) DOLLARS to be applied as part payment of the purchase of approximately two and three-quarters (2-3/4) acres, with improvements thereon, in Prince George's County, Maryland, shown on Prince George's County Tax Map No. 73 as Parcel No. 116, also listed as Tax Account No. 3875000, upon the following terms of sale:

Total price of property, TWENTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-FIVE ($28,875.00) DOLLARS.

The purchaser agrees to pay the total price of the property, $28,875.00, cash, at the date of conveyance, of which sum this deposit shall be a part, subject to adjustment by survey. The survey shall be ordered and paid for by the purchaser and the purchase price shall be adjusted up or down as the survey shall indicate at the rate of Sixty-five Hundred ($6500.00) Dollars per acre, the sale price for the residential improvements on the property being Eleven Thousand ($11,000.00) Dollars.

This contract contingent upon ratification of a contract, by present owners, for purchase of Parcels Nos. 115 and 117, comprising approximately and respectively Four and and One-tenth (4-1/10) Acres and Eight (8) Acres, all three parcels being contiguous and bordering each to one other. If title or all parcels of the properties cannot be transferred with clear title, due to present ownership being obtained through Quitclaim Deed, then purchaser waives requirement for clear title.

Trustees in all deeds of trust are to be named by the parties hereto thereby.

The property is sold free of encumbrance except as aforesaid; title to be good of record and in fact; subject, however, to covenants, conditions and restrictions of record if any; otherwise said deposit is to be returned and sale declared off at the option of the purchaser, unless the defects are of such character that they may readily be remedied by legal action, and the seller and agent are hereby expressly released from all liability for damages by reason of any defect in the title. In case legal steps are

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necessary to perfect the title, such action must be taken by the seller promptly at his own expense, whereupon the time herein specified for full settlement by the purchaser will thereby be extended for the period necessary for such prompt action.

Rents, taxes, water rent, insurance and interest on existing encumbrances, if any, and operating charges are to be adjusted to the date of transfer. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the Treasurer of the County, except that assessments for improvements completed prior to the date hereof, whether assessment therefor has been levied or not, shall be paid by the seller, or allowance made therefor at the time of transfer. If the property is serviced by the Washington Suburban Sanitary Commission, annual benefit charges of said Commission are to be adjusted to date of transfer and assumed thereafter by purchaser.

Examination of title, tax certificate, conveyancing, notary fees and all recording charges, including those for purchase money trust, if any, are to be at the cost of the purchaser.

It is understood and agreed that no commission is to be paid by the sellers.

Within forty-five (45) days from the date of acceptance hereof by the owner, or as soon thereafter as a report on the title can be secured if promptly ordered, the seller and purchaser are required and agree to make full settlement in accordance with the terms hereof. If the purchaser shall fail so to do, the deposit herein provided for may be forfeited at the option of the seller, in which event the purchaser shall be relieved from further liability hereunder, or without forfeiting the said deposit the seller may avail himself of any legal or equitable rights which he may have under this contract. Time is the essence of this contract.

Settlement is to be made at the office of Paul H. Lauterbach & Company, Inc., or at the Title Company searching the title, and deposit with the Title Company or with Paul H. Lauterbach & Company, Inc., balance of the purchase money, the deed of conveyance for execution and such other papers as are required of either party by the terms of this contract shall be considered

good and sufficient tender of performance of the terms hereof.

Seller agrees to execute the usual special warranty deed.

Property to be sold subject to an existing tenancy as follows: Occupants to remain at discretion of purchaser.

The risk of loss or damage to said property by fire or other casualty until the deed of conveyance is recorded is assumed by the seller.

All notices of violations of local ordinances or requirements, issued by legal authority or prosecutions in any court on account thereof against or affecting the property at the date of the settlement of this contract shall be defended or complied with by the seller and the property conveyed free thereof. This provision shall survive the delivery of the deed hereunder regardless of knowledge or notice of the same on the part of purchaser.

Entire deposit to be held by Maryland Title & Escrow Company, ~~Attorney for Seller~~, in escrow, until settlement hereunder is made, or until the deposit is forfeited.

The principals to this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns.

This contract, made in quadruplicate, when ratified by the seller shall be the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statements or representations, oral or written, not herein contained.

Paul H. Lauterbach & Company, Inc.

By _____
Agent

We, the undersigned, hereby ratify, accept and agree to the above memorandum of sale and acknowledge it to be our contract.

December 11, 1963

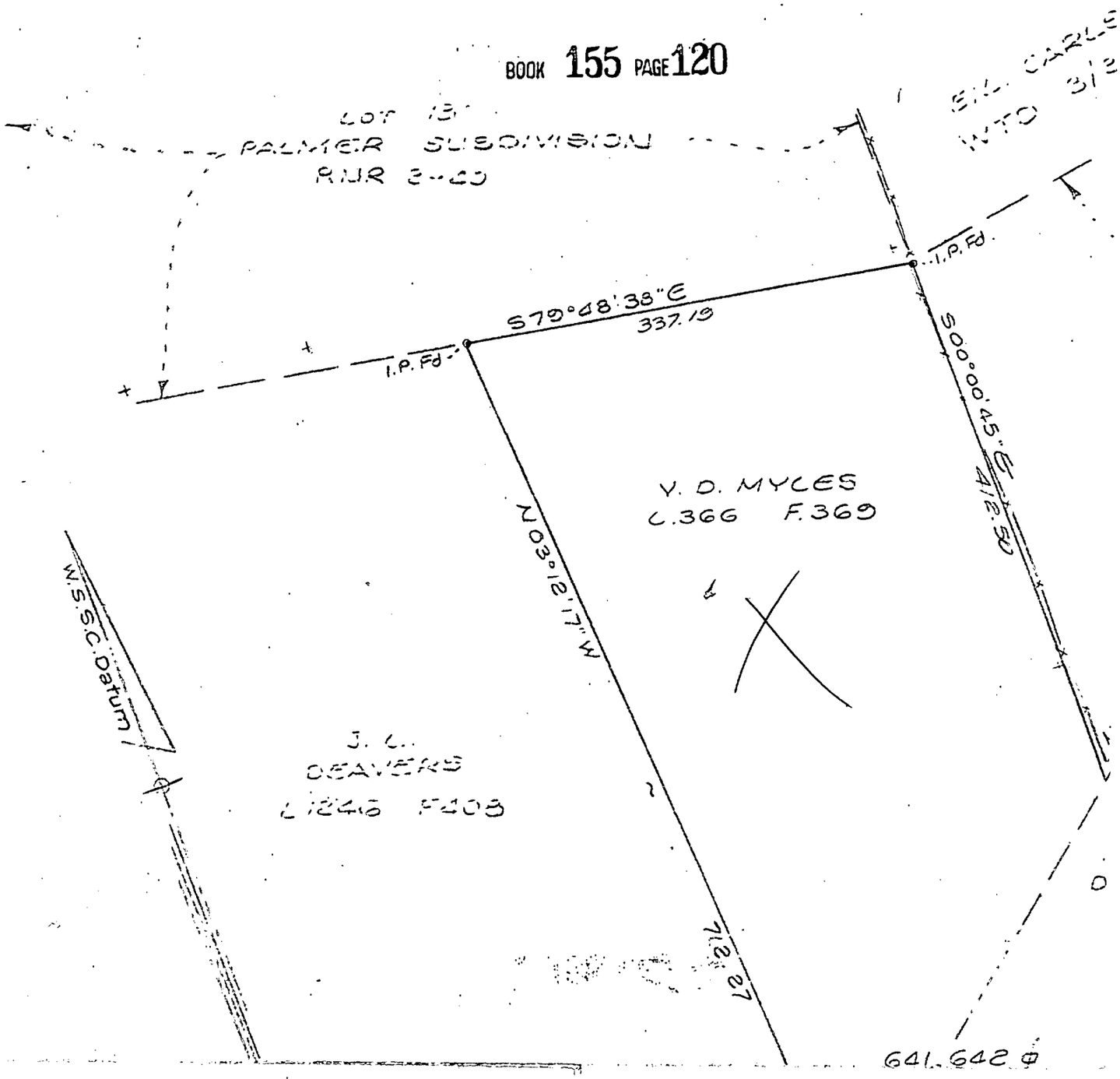
_____
Purchaser

December 13th, 1963

_____
_____
Seller

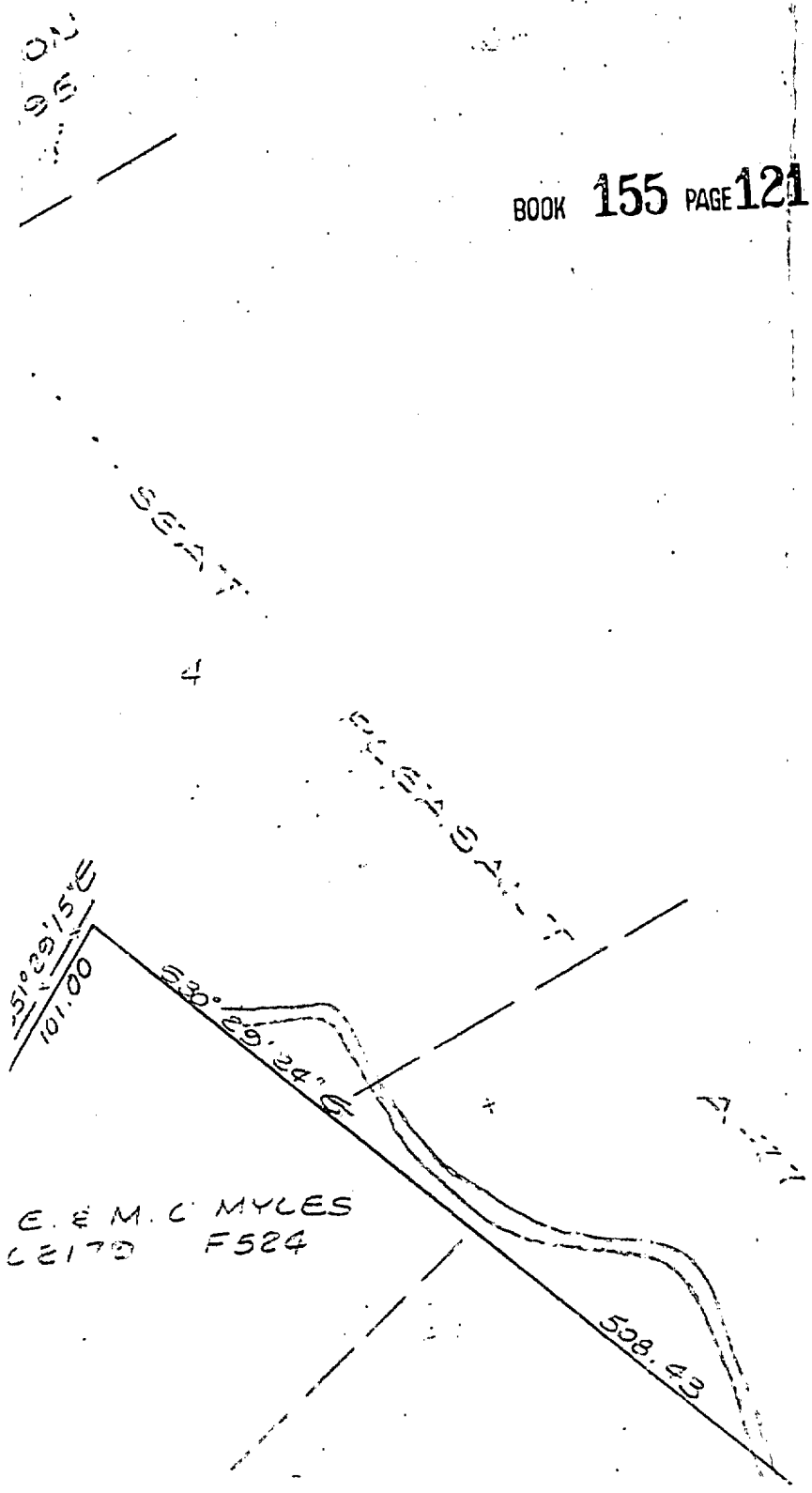
Property is to be conveyed in the name of Gus Basiliko, or nominee.

50


LOT 13
PALMER SUBDIVISION
RNR 3-40
S79°48'38"E
337.19
I.P. Fd
I.P. Fd
S00°00'45"E
412.50
V. D. MYLES
L.366 F.369
N03°12'17"W
W.S.S.C. Datum
J. L.
DEAVERS
L.1246 F.408
712.27
641.642 Φ

BOU
MYLE
SEAT P
PRINCE
M

SCACE: 1" = 10



BOOK 155 PAGE 122

LS-362

INDARY SURVEY

'S PROPERTY

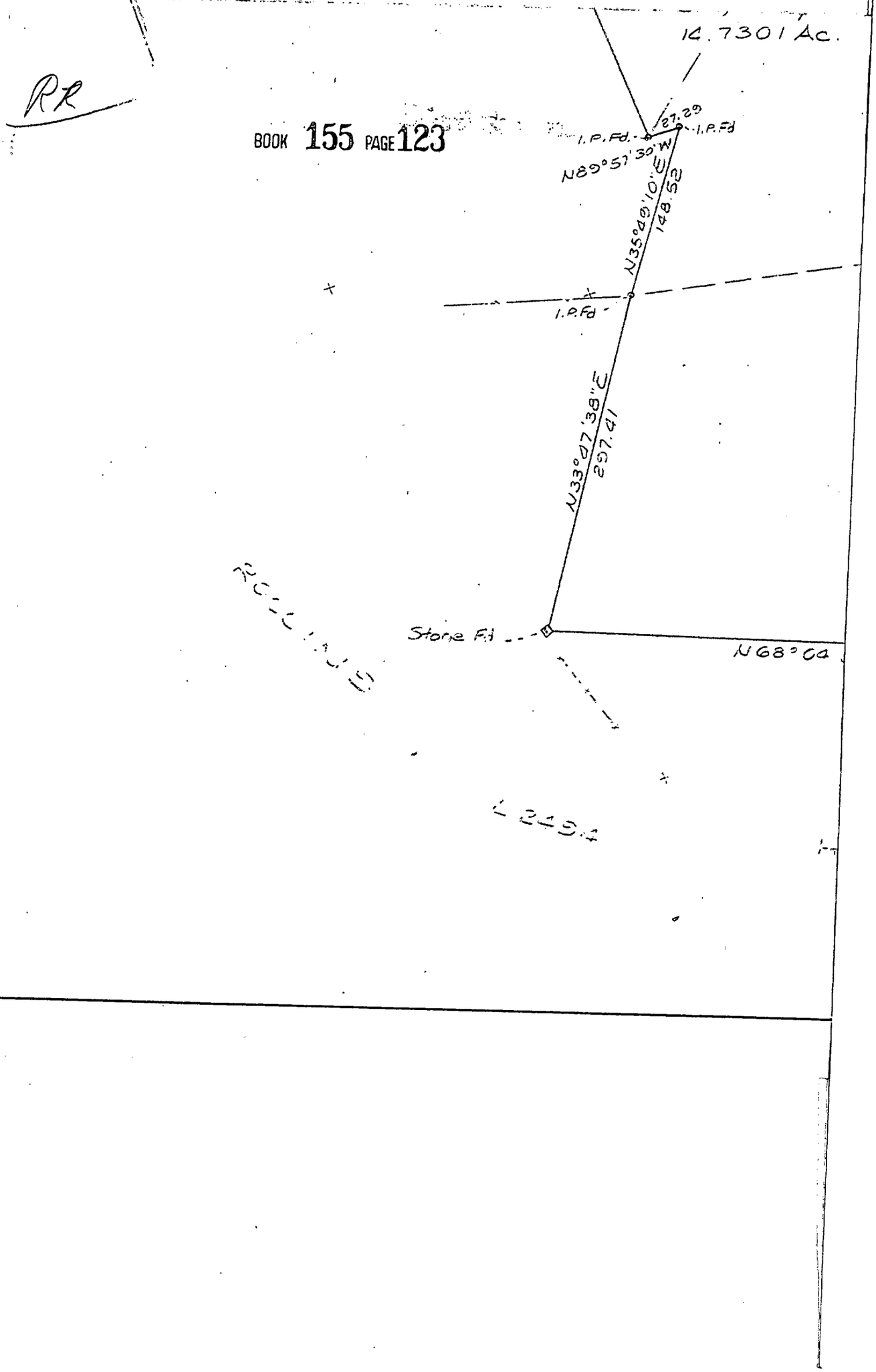
'LEASANT DISTRICT

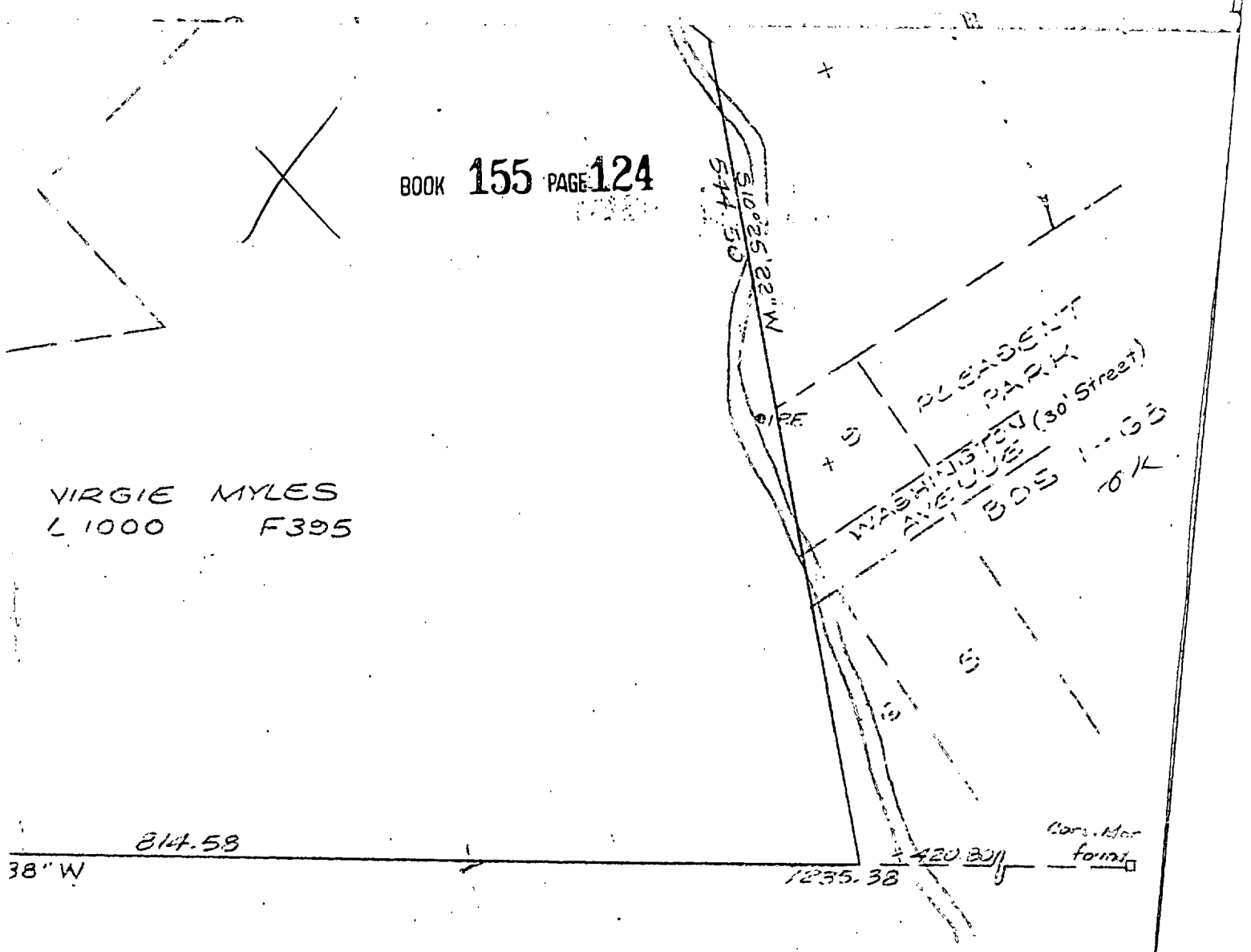
GEORGES COUNTY

1ARYLAND

)0' DECEMBER, 1963

PARKWAY SURVEYS
3219 BALTIMORE AVENUE
RIVERDALE, MARYLAND
UNG-7458


14.7301 Ac.
RR
I.P.Fd.
27.29
I.P.Fd
N89°57'30"W
N35°09'10"E
148.52
I.P.Fd
N33°07'38"E
297.41
Stone Fd
N68°04



ILLS INC:
F.18

Ech-3 E Clemens, Examiner

BOOK 155 PAGE 125

ENGINEER'S CERTIFICATE

I hereby certify thst I have carefully surveyed the property shown and described hereon in accordance with record description, and that corners have been found or placed as shown, and that there are no encroachments either way across the property except as indicated.
December 17, 1963

CLINTON C. LIGHT JR.
P.E. & L.S. MD # 715

LS 362

QUIT CLAIM DEED

Law Reporter Blank No.

BOOK 155 PAGE 126

This Deed

395

Made this 29th day of April in the year one thousand nine hundred and forty seven by and between

William Stewart, widower, Elsie E. Stewart, unmarried, Elsie Rhoades and Noble Rhoades, her husband, James A. Gantt and Lucille Gantt, his wife, Thomas Gantt, Jr.; and Elnora Gantt, his wife; Thomas Gantt Sr. widower; Walter Queen and Irene Queen, his wife; Benjamin Gantt, Jr., unmarried; Francis Gantt and Mary Gantt, his wife; Benjamin Gantt, Sr. widower; Mamie Stewart, widow; Harold MelvinStewart, unmarried; Lucile Early and Frank Early, her husband; Betty Lou Stewart, unmarried; John T. Stewart, Jr., and Margaret Stewart, his wife; Beaulah M. Ware, divorced; Christiana Washington and Freddie Washington, her husband; Dorothy King and Wallace King, her husband; and Mary Stewart, widow; heirs at law and next of kin of Patrick H. Stewart, deceased, parties of the first part

to Francis B. Myles and Virgie D. Myles, his wife

parties of the second part:

Witnesseth, that the parties of the first part, for and in consideration of Ten Dollars have granted, released, and forever quit-claimed, and do hereby grant, release, and forever quit-claim unto the parties of the second part the following described land and premises, situate, lying and being in the Seat Pleasant District, Prince George's County, Md. and distinguished as Eight (8) acres of land, more or less, owned by Patrick H. Stewart, Deceased, located in Seat Pleasant, District, Prince George's County, Maryland

Clerk
Cost
Certi
Copy
$6.7

Exh. 4 E. Clowers, Examiner

FILED

1964 APR -7 PM 3:43

52

together with all and singular the improvements, ways, easements, rights, privileges, and appurtenances to the same belonging, or in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of the part ies *of the first part, of, in, to, or out of the said land and premises.*

To Have and to Hold, *the above released land and premises unto and to the use of the part* ies *of the second part* their *heirs and assigns forever.*

William E Stew art

Witness our hands ~~and seals~~ Betty Lou Stewart (Seal) ~~the day and year hereinbefore written.~~

Signed, sealed and delivered in the presence of— Elsie J. Stewart SEAL

William Stweart	Benjamin E Gantt Jr.	SEAL
~~Betty Lou Stewart~~	Francis B. Gantt	[SEAL]
Elsie J. Stewart	Mary L. Gantt	SEAL
Benjamin E. Gannt Jr.	Harold M. Stewart Jr.	[SEAL]
Francis B. Gantt	Beulah M. Ware	SEAL
Mary L. Gannt	Lucille O. Early	[SEAL]
Harold M. Stewart	Frank Early	SEAL
Beulah M. Ware	Walter E. Queen Sr.	[SEAL]
Lucille O. Early	Irene Queen	SEAL
Frank Early	James A. Gantt	[SEAL]
Walter E. Queen Sr.	Louise N. Gantt	SEAL
Irene Queen	Christiana Washington	[SEAL]
James A. Gantt	Dorothy H. King	SEAL
Louise N. Gantt	Freddie Washington	[SEAL]
Christina Washington	Benjamin E. Gantt	SEAL
Dorothy H. King	Mary E. Stewart	[SEAL]
Freddie Washington	Thomas B. Gantt	SEAL
Benjamin E. Gantt	Elsie B Rhoades	SEAL
Mary E. Stewart		
Thomas B. Gantt		
Elsie B. Rhodes		

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BOOK 155 PAGE 128

Eleanor Gantt — Eleanor Gantt — SEAL

John T. Stewart Jr. — John T. Stewart Jr. — SEAL

Margaret Stewart — Margaret Stewart — SEAL

Thomas H. Gantt — Thomas H. Gantt — SEAL

Mamie Stewart — Mamie Stewart — SEAL

Noble H. Rhoades — Noble H. Rhoades — SEAL

Wallace King — Wallace King — SEAL

to wit:

I, John T. Stewart Jr a Notary in and for the District of Columbia do hereby certify that the above heirs of the late Patrick H. Stewart -

party to certain Deed bearing date on the 29th day of April 1947, and hereto annexed personally appeared before me in said District of Columbia the said heirs of the late Patrick H. Stewart

being personally well known to me as the person s who executed the said Deed, and acknowledged the same to be their act and deed.

Given, under my hand and seal this twenty-ninth day of April 1947

John T. Stewart Jr (SEAL)

I, Lily G. Gordon a Notary in and for the District of Columbia do hereby certify that John T. Stewart, Jr; party to certain Deed bearing date on the 29th day of April, 1947, and hereto annexed personally appeared before me in said District of Columbia the said John T. Stewart, Jr; being personally well known to me as the person who exexuted the said Deed, and acknowledged the same to be his act and deed.

GIVEN, under my hand and seal this 7th day of May, 1947

Lily G. Gordon (SEAL)

Enrolled Jan. 5. 1948 at 3-02 P.M.

54

State of Maryland

Prince George's County, To Wit:-

I Hereby Certify, That the aforegoing is a true copy of Deed taken from Liber 1000 at folio 395, one of the Land Records of the State and County aforesaid.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for the State and County aforesaid, this Fourth day of February 1964.

Clerk Ct. Ct. Pr. Geo. Co. Md.

55

Arthur Ridgley
Mary Ridgley,
to
Virgie D. Myles, BOOK 155 PAGE 130

This

Made this twenty-first *day of* October,
of our Lord one thousand nine hundred and thirty-one (1931)
Arthur Ridgley and Mary Ridgley, his wife, of Prince George's (
of
parties of the first part, and Virgie D. Myles,

of Prince George's County, Maryland.
Prince George's County, Maryland,

Witnesseth, *that in consideration of* ten dollars ($10.00)

the s

es grant and convey unto the said

rty of the second part, her

ssigns, in fee simple, all that *piece or parcel of*

ing and being in Prince George's

State of Maryland, being *the sa*

he first part

btained from Francis B. Myles, and Virgie D. Myles, his wife,

y deed dated the twenty-first *day of* October,

Land Records of

and being described as follows, to wit:

A part of a track of land called "Good Luck", as surveyed b
vision of real estate of Elisha Berry, deceased, beginning for the
ot No. two (2), then running with the sixth line of said lot, Nort
hence leaving said sixth line south ¾° W. 43 11/25 perches to the
ot No. two (2), thence with the 4th and 5th lines of said lot, Nort
3¼° East 25 perches to the place of beginning, containing four and

Rent 2.. Thos Ridgley Lands Md Dec 30. 1931

Deed,

BOOK 155 PAGE 131

in the year

by and between

ounty, Maryland,

part y *of the second part:*

aid part ies *of the first part*

heirs and

ground situate,

County

e land which the said part ies *of*

*19*31 *, recorded in the*

in Liber *at folio*

y N. Snowden, in the subdi-
same at a stone the end of
h 76¼° West 20 7/25 perches,
end of the third line of
h 54¾° East 23½ perches North
one tenth acres (4 1/10)

Together, *with the bui*
alleys, ways, waters, privileges, appu

To Have and to h
ground and premises above described
purtenances, and advantages thereto b

BOOK 153 PAGE 132

said Robert W. Smith, hi

And *the said part* ies

the property hereby conveyed; that th

a right to convey said land; that the sai

ha ve *done no act to encun*

and th

Witness our *hands*

TEST:

J. Frank Dent,

as to three,

STATE OF MARYLAND,

PRINCE GEORGE's COUNTY,

I Hereby Certify *that*

19 31 *, before the subscriber, a* Notary

personally appeared in said State

Kate H. Smith, his wife, Karl

going Deed to be their

In Testimony Where

day of October,

(Notary Seal)

Enrolled October 30, 1931, 9.4

lding and improvements thereupon, erected, made or being; and all and every, the right, rtenances, and advantages, to the same belonging or in anywise appertaining.

old, the aforesaid, piece or parcel of or mentioned, and hereby intended to be conveyed, together with the rights, privileges, ap- elonging or appertaining unto and to the only proper use, benefit and behoof forever of the

s heirs and assigns, in fee simple,

BOOK 155 PAGE 133

of the first part covenant that they will warrant specially and general

ey are seized of the land hereby conveyed; that they have

l part y of the second part shall quietly enjoy said land; that they

ber said land;

at they will execute such further assurances of said land as may be requisi

and seal s

Gustav A. Smith, (SEA

Kate H. Smith, (SEA

Karl H. Smith, (SEA

} ss:

m this 27th day of October,

Public, in and for the State and County aforesaid,

and County, Gustav A. Smith,

H. Smith, unmarried,

, and did each acknowledge the afor

act.

of, I have affixed my official seal this 27th

A. D. 1931

J. Frank Dent,

1504 APR -8 PM 3:42

2 A.M. 56

HELEN MYLES, as Mother and next friend of Daisy Myles and Stewart Myles, infants,

Plaintiff,

v.

DAISY MYLES, infant,
STEWART MYLES, infant,

Defendants.

No. 16,223 Equity

In The Circuit Court For

Anne Arundel County.

REPORT OF EXAMINER-MASTER

3/19/64

The mother of two minors brings this action against them for ratification of a private sale of realty in Prince George's County owned in common by the minors and others, and for appointment of a trustee to convey the rights of the minors in the realty to the purchaser.

Process was served upon the minors by leaving copies of the subpoena and petition for sale with them, and with their mother who is the plaintiff. This Court appointed a guardian ad litem, and an attorney for the guardian ad litem. An answer has been filed in which the facts stated in the petition for sale are neither admitted nor denied and which submits the rights of the infants to the protection of this Court.

Although the realty is in Prince George's County, the Circuit Court for Anne Arundel County is the proper venue because the minors reside in this County. (Rule R71). Under that Rule the guardian or next friend is the proper person to bring this action.

Notice of taking testimony was given to the attorney representing the infants, but he was not present.

The following facts are alleged in the petition for sale and shown by the evidence:-

1. Virgie D. Myles died intestate in 1962.

2. She then owned in fee simple the following two parcels of land in Prince George's County:-

57

(a) A tract of 4.1 acres, conveyed to her by deed from Arthur Ridgely et al, dated 10/21/31, recorded among the land records of Prince George's County in liber 366 p. 369.

(b) A tract of 8 acres, conveyed to Francis B. Myles and Virgie D. Myles, his wife, by deed from William Stewart et al dated 4/29/47 recorded among said land records in liber 1000 p. 395. Francis B. Myles died in 1948.

3. Virgie D. Myles was not survived by any husband. She was survived by the following named adult children, all of whom have signed the contract of sale: Daniel Myles, Conrad Myles, Joseph Myles, Mary Myers.

Virgie D. Myles had one other ~~xxx~~ child, John Myles, who died in 1949, before her death. All of his children are living. The following six of his children are adult, and have signed the contract of sale:- John E. Myles, Jr., Helen T. Pinckney, Francis S. Myles, Leonora I. Gross, Delydia Jones, David W. Myles. He had two other children, the defendants, Stewart Myles, age 17, and Daisy Myles, age 14. Their mother, the plaintiff, signed the contract of sale on their behalf.

4. Helen Myles, mother of the minors, testifies that if the land were divided in kind each heir's portion would be too small to do much with. That the land is not susceptible to dicision in kind is further supported by affidavits of two licensed real estate brokers that its topograp y is rough and hilly and containes ravines.

She further testifies that the land produces no income, incurs expense for taxes, and is of no use to the minors; whereas Stewart Myles desires to go to college, which his mother cannot afford, for which purpose his share of proceeds of sale could be used, and Daisy Myles also desires to attend schools beyond high school.

The contract price is materially higher than the valuation of the land by real estate brokers familiar with land values in the vicinity.

The mother, and the brother of the minors, believe the proposes sale is for the benefit and advantage of the minors and for their best ~~xxxxxxxx~~ interests.

5. Affidavits of two licensed real estate brokers who are familiar with land values in that vicinity are filed, with supporting data, and reference to recent comparable sales. They value the said two tracts at $48,400 and $54,450 respectively. The current tax assessment of the two tracts together aggregate $1,380.00. The realty derives its valu from its proximity to Washington, D.C.

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It is located on an unimproved road off of Rollins Avenue, near to sewer and water not yet extended there, in a run down area, and is zoned RR use. There is a frame dwelling which is deteriorated and given no value.

6. The contract of sale is dated 12/11/63. It provides for sale of the two parcels to Gus Basiliko for $76,630 cash plus or minus $6,333 per acre over or under 4.1 acres and 8 acres to be determined by a survey to be made at purchaser's expense. A deposit of $3,500 has been paid on account. Sale is contingent upon Basiliko being able to also acquire a tract of 2-3/4 acres between these two parcels; but his contract with others for this intervening tract is filed as an exhibit and it therefore seems that this contingency has been met.

The contract provides that title must be good of record and in fact, subject to any covenants, conditions and restrictions of record. Sellers are not liable for damages if title be defective, but must take steps at their expense to remedy defects of title and time for settlement be extended for the time this requires, if the defects can be readily remedied, otherwise purchaser may cancel the contract and have back his deposit.

Taxes, water rent, insurance, interest on encumbrances, rents, if any, and operating charges, are to be adjusted to date of transfer; general and special taxes to be adjusted according to the certificate of taxes issued by Prince George's County's Treasurer; except that assessments for improvements completed prior to date of this contract shall be paid or allowed by sellers whether or not assessment therefor has yet been levied. If the property is serviced by Washington Suburban Sanitary Commission, annual charges shall be adjusted to date of transfer.

Sellers are not liable for any commission.

****** Settlement is to be within 45 days from that date and time is made of the essence. This Examiner assumes that the purchaser still is willing to proceed.

Settlement is to be made at Paul H. Lauterbach & Company, or at the office of the title company which examines title. The deposit is to be held by Maryland Title & Escrow Company.

****** Sellers are to execute a deed with covenants of special warranty.(Purchaser will have to waive this requirement in the deed from the trustee).

Possession is to be given at time of settlement, or sellers become tenants by the week and waive all notice to quit, and purchaser may proceed to recover possession.

Risk of loss pending settlement is upon the sellers.

57 Sellers shall defend or comply with all violations of local

ordinances or requirements of which notice is given by time of settlement, and

***** the property is to be conveyed free thereof, and this survives delivery of the deed.

It appears to this Examiner that the realty is not susceptible of division in kind without loss or injury, that the proposed sale is for the benefit and advantage of the minors, that the procedure required by stature or by Rule R71 has been complied with and all requisites for the decree sought exist, and that such decree should be granted.

4/7/64 The testimony was filed.

4/20/64 The case will be ready for decree. The decree submitted herewith is recommended.

FEE PAID

E. Chinnes

Master In Chancery

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BOOK 155 PAGE 138

HELEN MYLES, : No. 16,223 Equity
Mother and next friend of
Daisy Myles and Stewart Myles,
infants,

In The Circuit Court For

Plaintiff,

:

vs.

Anne Arundel County.

DAISY MYLES, an infant,
STEWART MYLES, an infant,

Defendants. :

DECREE

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

It is thereupon, this 23rd day of April, 1964, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered, and decreed:-

1. That the lands mentioned in this proceeding cannot be divided in kind without loss or injury to the parties in interest.

2. That said lands be sold.

3. That the contract for private sale of said lands, filed in this proceeding, is for the benefit and advantage of the infant defendants, and is hereby ratified and confirmed on their behalf.

4. That Rose M. Mattingly, the solicitor for the plaintiff in this proceeding, is hereby appointed trustee to make said sale on behalf of the infant defendants and to carry out said contract on their behalf, and the course and manner of her proceedings shall be as follows:- She shall first file with the Clerk of this Court a bond to the State of Maryland, executed by herself and by a surety or sureties to be approved by the Clerk of this Court, in the penalty of five thousand dollars ($5,000.00), conditioned for faithful performance of the trust reposed in her by this decree or to be reposed in her by any future decree or order in the premises. She shall then proceed to make saod sale and to carry out said contract of sale on behalf of the infant defendants in accordance with the terms of the contract, and upon payment to her of three thousand eight hundred and fifty dollars ($3,850.00), adjusted up or down according to survey at the rate stated in the contract, as is provided in said contract, and otherwise adjusted in accordance with the terms of the contract or provisions of law, and upon performance of all provisions of said contract required of the purchaser at time of settlement on behalf of said infants,

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the said trustee shall, by a good and sufficient deed, to be executed, acknowledged, and recorded according to law, convey to the purchaser, his heirs and assigns, the right, title, interest and estate, at law or equity, of the infant defendants, Daisy Myles and Stewart Myles, free, clear and discharged from all claims of said infant defendants and those claiming by, from or under them or either of them in and to said realty. And the trustee shall bring into this Court the money of said infants arising from said sale, to be distributed under direction of this Court, after deducting the costs of this proceeding, and such expenses as may be authorized by this Court, and such commission to said trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith she shall appear to have discharged her trust.

George Jackson Judge

BOOK 12 PAGE 401

UNDERTAKING OF RECEIVERS OR TRUSTEES

Bond No. 1159305

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

~~United States District Court for the District of Columbia~~

BOOK 155 PAGE 140

Helen Myles, Mother and Next Friend of Daisey Myles and Stewart Myles, Infants

vs.

Daisey Myles, an Infant and Stewart Myles, an Infant

EQUITY ~~CIVIL ACTION~~

No. 16223

KNOW ALL MEN BY THESE PRESENTS, That whereas the undersigned Rose M. Mattingley

of 6219 Baltimore Avenue, Riverdale, Maryland (Address of fiduciary)

has been duly appointed, by order of the Circuit Court for Anne Arundel County, Maryland ~~United States District Court for the District of Columbia~~

made on the 23rd day of April, 1964, in the above-entitled cause

therein pending, Trustee (Receiver or trustee)

and required thereby to give an undertaking, under seal, in the maximum amount of Five Thousand and no/100 ($5,000.00) - - - - - dollars, fixed by the Court, conditioned as by law and said order required: And whereas the condition of this undertaking is that the said Rose M. Mattingley

shall well and truly perform her duties as such Trustee and in all things obey such order as the Court shall make in the premises:

We, therefore, the undersigned, Rose M. Mattingley as principal

and The Travelers Indemnity Company, a Connecticut Corporation as surety appearing and submitting to the jurisdiction of the Court, hereby undertake for ourselves and each of us, our and each of our heirs, executors, administrators, successors, and assigns to abide by and perform the order of the Court in the premises, and do further agree that upon default by the said principal in any of the conditions hereof, the damages, not exceeding the sum aforesaid, may be ascertained in such manner as the Court shall direct; that the Court may give judgment hereon in favor of any person thereby aggrieved against us for the damages suffered or sustained by such aggrieved party and that such judgment may be rendered in said cause against all or any of us whose names are hereto signed:

Signed, sealed, and delivered in the presence of—

Constance A. Jones

Barbara M. Hall

Rose M. Mattingley [SEAL]
ROSE M. MATTINGLEY

[SEAL]

THE TRAVELERS INDEMNITY COMPANY [SEAL]

BY: R. G. Abell [SEAL]
R. G. Abell, Attorney-in-Fact

Surety approved this ..... day of ....., 19.....

Surety qualified, and execution in accordance with written authority on file in this office.

~~Harry M. Hull~~ *Clerk.*

BY ....., *Deputy Clerk.*

Judge.

Bond approved this 29th day of April, 1964.

Louis N. Phipps, Clerk

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APR 29 [illegible]

BOOK 155 PAGE 141

HELEN MYLES,
Mother and next friend of
Daisy Myles and Stewart Myles,
infants,

Plaintiff,

vs.

DAISY MYLES, an infant,
STEWART MYLES, an infant,

Defendants

No. 16,223 Equity

In the Circuit Court for

Anne Arundel County

TRUSTEE'S REPORT OF SALE

To the Honorable the Judges of said Court:

The report of Rose M. Mattingley, Trustee appointed by this Honorable Court by decree of April 23, 1964, to sell certain real estate in which the infant defendants have an interest pursuant to contract of sale filed in this proceeding at private sale in accordance with said contract, respectfully shows to the Court:

That your Trustee having given bond for the faithful performance of her duties, with approved surety, as required by law, in the penalty of $5,000, the said real estate was sold at private sale in accordance with the said decree of April 23, 1964, to Rollin Hills Apartments, Inc., nominee of the contract purchaser, and the proceeds of sale have been turned over to your Trustee in the amount of $3,741.52, being the sum due to the infant defendants, settlement having been had at the offices of Maryland Title & Escrow Corporation in accordance with the settlement statement attached hereto, and your Trustee having delivered a deed to said real estate, a copy of which is attached hereto.

Rose M. Mattingley

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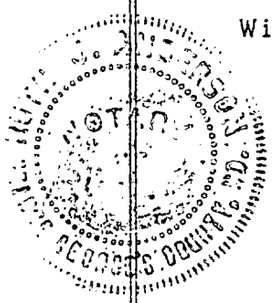
STATE OF MARYLAND
COUNTY OF PRINCE GEORGES, ss:

I HEREBY CERTIFY that on this 23rd day of June, 1964 before me, a notary public in and for the state and county aforesaid, personally appeared Rose M. Mattingley, Trustee, known to me to be the person whose name is subscribed to the within instrument, party of the foregoing and annexed report of sale, and made oath in due form of law that the matters and things set forth therein are true to the best of her knowledge, information and belief, and that the sale reported was fairly made.

Witness my hand and notarial seal.



Ruth J. Anderson
Notary Public

Maryland

TITLE & ESCROW CORPORATION

5814 BALTIMORE AVENUE/HYATTSVILLE, MARYLAND/UNION 4-3600

Refer to Case No. 1447-S BOOK 155 PAGE 143 Date 5/25/64

Daniel Myles et al Property 7,9280 sq ft
4,0453 sq ft

Form 860

	Price - Loan		14,500.00
	First Deed of Trust		
	Interest		
	Hazard Insurance		
	Second Deed of Trust		
	Interest		
	Hazard Insurance		
	Purchase Money		
	Hazard Insurance		
	Estimated months taxes for escrowal		
	Conveyancing By Credit & remission Lee		
	Appraisal Fee To Lawrence Miller & Assoc.		paid -
	Credit Report		
	Loan Commission		
	F.H.A. Mtge. Ins. Prem.		
	House Location Survey		
	Deposit with		
	Commission to		
	Water Bill		
	Taxes Paid to 12/31/63 @ 43.64 /yr.		17.56
	Taxes		
	Front Foot Ben. Chgs. @ Yr.		
	Rent to @ Mo.		
	(Owners-Mortgagees) Title Insurance & Interim Binder		
	Examination of Title		
	Tax Report		
	Preparing Deed(s) Trust(s) Release(s)		
	Recording Deed(s) Trust(s) Release(s)		
	Noting Instruments & Identification of Notes		
	Notary Service		
	Closing Fee		
	(Federal-State) Revenue Stamps		7.50
	Transfer Tax		
	Service Charge		25.00
	Balance		14,457.94
			14,482.50

I/We have examined the above statement and find it correct. I/We do hereby agree that Maryland Title & Escrow Corp. accepts no responsibility as to correctness of information furnished as to principal, interest, insurance and escrow funds on assumed deeds of trust, if any. *No liability on part of title company for matters not appearing of record when examination is made, nor for special assessments for street improvements not reflected on the treasurer's current levy book.*

Howard D. Lee, Jr.

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THIS DEED

BOOK 155 PAGE 144

Made this 11 day of May in the year 1964, by and between Rose M. Mattingley, Trustee appointed to convey the interests of Daisy Myles and Stewart Myles, Infants, in Equity cause 16223 in the Circuit Court for Anne Arundel County, Maryland on April 23, 1964, a certified copy of said decree being attached hereto, party of the first part, and Rollin Hills Apartments, Inc. party of the second part:

WITNESSETH, that in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does grant and convey unto the party of the second part, its successors and assigns, in fee simple, the following described land and premises, with the improvements, easements, and appurtenances thereunto belonging, situate, lying and being in Prince Georges County, State of Maryland, namely: All of the two parcels of land situate in Seat Pleasant District, Prince Georges County, Maryland referred to in the contract of sale dated December 11, 1963 and filed as Exhibit A in the aforesaid Equity cause 16223, which two parcels are more particularly described by metes and bounds as follows:

PARCEL A - Beginning for the subject property at the southeast corner of the original tract which is as described in a deed recorded in Liber 1000 at Folio 395 among the Land Records of Prince Georges County, Maryland and thence with the outline of Rollin Hills Inc. Property which is as described in a deed recorded in Liber 2494 at Folio 18 among the aforesaid land records the following two courses and distances (1) North 68° 04' 38" West 814.58 feet to a stone found and thence (2) North 33° 47' 38" East 297.41 feet to an iron pipe found and thence with the outline of the D. E. and M. C. Myles Property which is as described in a deed recorded in Liber 2179 at Folio 524 among the aforesaid land records the following three courses and distances (1) South 77° 56' 50" East 299.60 feet to a point and thence (2) North 09° 41' 50" West 121.80 feet to a point and thence (3) North 67° 45' 40" East 324.91 feet to a point and thence with the outline of Murdaugh & Whiting Subdivision of Seat Pleasant which is as recorded in Plat Book "A" at Folios 77 & 78 among the aforesaid land records the following two courses and distances (1) South 30° 29' 24" East 227.73 feet to a point and thence (2) South 10° 25' 22" West 544.50 feet tothe point of beginning and containing 7.9280 acres of land more or less, according to a survey made by Parkway Surveys dated December 17, 1963.

PARCEL B - Beginning for the subject property at an iron pipe found at the northeast corner of the original tract which is as described in a deed recorded in Liber 366 at Folio 369 among the Land Records of Prince Georges County, Maryland and thence with the outline of Murdaugh & Whiting's Subdivision of Seat Pleasant which is as recorded in Plat Book "A" at Folios 77 and 78 among the aforesaid land records South 00° 00' 45" East 412.50 feet to a point and thence with the northeasterly line of the D. E Myles

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Property which is as described in a deed recorded in Liber 2179 at Folio 524 among the aforesaid land records North 50° 42' 44" East 377.45 feet to an iron pipe found and thence with the easterly line of the J. L. Deavers Property which is as described in a deed recorded in Liber 1246 at Folio 408 among the aforesaid land records North 03° 12' 17" West 712.27 feet to an iron pipe found and thence with part of the southerly line of Palmer Subdivision which is as recorded in Plat Book RNR 2 at Folio 40 among the aforesaid land records South 79° 48' 38" East 337.19 feet to the point of beginning and containing 4.0653 acres of land more or less, according to a survey made by Parkway Surveys dated December 17, 1963.

AND the said party of the first part covenants that she will warrant specially the property hereby conveyed; and that she will execute such further assurances of said land as may be requisite.

witness her hand and seal.

TEST:

_____ _____ [SEAL]
Rose M. Mattingley, Trustee

STATE OF MARYLAND
COUNTY OF PRINCE GEORGES, ss:

I HEREBY CERTIFY that on this day of 1964, before the undersigned officer, a notary public in and for the state and county aforesaid, personally appeared Rose M. Mattingley known to me to be the person whose name is subscribed to the within instrument and did acknowledge that she executed the same for the purposes therein contained, and furnished bond as required.

WITNESS my hand and official seal this day of 1964.

_____
Notary Public - Maryland

Received of Rose M. Mattingley, Trustee, the sum of Three Thousand Seven Hundred Forty-one and 52/100th ($3741.52) Dollars representing the two shares due the minors Stewart Myles and Daisy Myles, being One Thousand Eight Hundred Seventy and 76/100th ($1870.76) Dollars each in Equity No. 16223 in the Circuit Court for Anne Arundel County, Maryland.

Helen Myles

Helen Myles, guardian for
Stewart Myles and Daisy
Myles

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BOOK 155 PAGE 147

HELEN MYLES
Mother and next friend of
Daisy Myles and Stewart Myles,
infants

Plaintiff

vs.

DAISY MYLES, an infant
STEWART MYLES, an infant

Defendants

No. 16,223 Equity

In the Circuit Court for

Anne Arundel County

PETITION FOR LEAVE TO PAY PROCEEDS OF SALE TO GUARDIAN, DISCHARGE FROM DUTIES AS TRUSTEE AND RELEASE OF SURETY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Comes now your Petitioner, Rose M. Mattingley, Trustee appointed herein to sell certain real estate in which the infant defendants have an interest, and respectfully represents unto this Honorable Court as follows:

1. That under date of April 23, 1964, this Honorable Court entered a decree ratifying and confirming the sale of the infant defendants' interest in certain real estate and directing your Trustee to execute a conveyance thereof.

2. That pursuant to the decree your Trustee executed said conveyance and has received from the purchaser in accordance with the contract of sale the sum of $3,741.52, being the sum due the infant defendants.

3. That all of the expenses of this proceeding have been paid by the purchaser in accordance with the contract of sale; and your Trustee waives any commission in connection herewith, so that no accounting is required.

4. That Helen Myles, the mother of the infant defendants,

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has been appointed their guardian, as is shown by the attached certificate of the register of wills for Anne Arundel County, as provided in Article 16, Sec. 60 of the Annotated Code of Maryland, and is entitled to have the proceeds of sale herein turned over to her.

5. That your Trustee verily believes and therefore respectfully alleges that upon execution of the deed and transfer of the proceeds of sale to the above-mentioned guardian for infant defendants she has fulfilled all of the duties reposed in her as Trustee for the sale of real property by the aforesaid order of Court dated April 23, 1964,

WHEREFORE, the premises considered, your Petitioner prays that this Honorable Court enter an order directing:

1. That your Petitioner be directed to transfer the net proceeds of sale in the amount of $3,741.52 to the aforesaid guardian of the infant defendants, Helen Myles;

2. That your Petitioner be discharged from her duties as Trustee in the cause; and

3. That the surety be released from the obligations of the bond filed herein.

Rose M. Mattingley, Trustee

STATE OF MARYLAND
COUNTY OF PRINCE GEORGES, ss:

Rose M. Mattingley, being first duly sworn on oath according to law, deposes and says that the matters and things set out in the above petition of her own knowledge are true, and those stated upon information and belief she believes to be true.

Subscribed and sworn to before me this 29 day of July, 1964.

Notary Public, Maryland

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The State of Maryland,

Anne Arundel County, Sc.:

BOOK 155 PAGE 149

The Subscriber, Register of Wills for Anne Arundel County, doth hereby certify, that it appears by the Records in his Office, that on the 28" day of July in the year of our Lord one thousand nine hundred and sixty-four Helen Myles was appointed by the **Orphans' Court of Anne Arundel County, GUARDIAN** to Daisy Myles and Stewart Myles

Infant children of John Myles Deceased and the said Helen Myles being then and there present in said Court accepted of the said Guardianship, and gave Bond with securities who were approved of by the said Court, for the faithful performance of ~~his~~ duty as Guardian to the ~~said infant in the penalty of $~~ No Bond. Money deposited for Stewart Myles in Account # 3299 in Suburban Trust Company, subject to further Order of Court. Money deposited for Daisy Myles in Account # 3300 in Suburban Trust Company, subject to further Order of Court.

In Testimony Whereof, I hereunto subscribe by name and affix the Seal of my office, this 28" day of July in the year of our Lord nineteen hundred and ~~forty~~ sixty-four

TEST:

George Mitchell

Register of Wills for Anne Arundel County

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HELEN MYLES
Mother and next friend of
Daisy Myles and Stewart Myles,
infants

Plaintiff

vs.

DAISY MYLES, an infant
STEWART MYLES, an infant

Defendants

No. 16,223 Equity

In the Circuit Court for

Anne Arundel County

ORDER DIRECTING TRUSTEE TO PAY PROCEEDS OF SALE TO GUARDIAN, DISCHARGING TRUSTEE AND RELEASING SURETY

Upon consideration of the petition of Rose M. Mattingley, Trustee, filed herein, and it appearing to the Court that the said Trustee pursuant to a decree of this Court passed herein on April 23, 1964, did convey the interest of the infant defendants in certain real estate described herein, pursuant to contract ratified by the Court, and it appearing that the infant defendants are residents of Anne Arundel County, and that their mother, Helen Myles, has been appointed their guardian, as evidenced by the certificate of the register of wills filed herein, and it further appearing that costs in this case have been paid by the purchaser of the subject real estate, so that no accounting is required, and that the entire proceeds of sale should in the best interests of the infant defendants be transferred to their appointed guardian, it is by the Circuit Court for Anne Arundel County, Maryland, sitting as a Court of Equity, this 30th day of ~~August~~ July, 1964,

ADJUDGED, ORDERED and DECREED:

1. That the Trustee be directed to transfer the net proceeds of sale in the amount of $3,741.52 to Helen Myles, guardian of Stewart Myles and Daisy Myles;

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2. That the Trustee be discharged from her duties as Trustee in this cause upon payment of the aforementioned sum to the aofrementioned guardian; and

3. That the surety be released from the obligations of the bond filed herein upon such payment.

Judge

BOOK 155 PAGE 152

SAMUEL SCHENKER, Attorney Named In Mortgage,	*	IN THE
	*	CIRCUIT COURT
vs	*	FOR
HARRY JOHNSON AND MARY JOHNSON, his wife	*	ANNE ARUNDEL COUNTY

NO. 16,331 Equity

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

ORDER TO DOCKET MORTGAGE

Mr. Clerk:

Please docket this mortgage foreclosure case with the attached mortgages as Exhibit "A" and Exhibit "B" and Statement of Mortgage Claim as Exhibit C.

Samuel Schenker

Samuel Schenker, Attorney
Named in Mortgage

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

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BOOK 155 PAGE 153
LIBER 1049 PAGE 156

No. 16,331 Equity

This Mortgage, made this 27th day of July in the year one thousand nine hundred and fifty-six, between Harry Johnson and Mary E. Johnson, his wife, of Anne Arundel County ~~of~~, in the State of Maryland, hereinafter called Mortgagor(s), and CHESAPEAKE SAVINGS AND LOAN ASSOCIATION, INC., OF ANNAPOLIS, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of five thousand ($5000.00) Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of fifty-five dollars and fifty-two cents ($55.52) Dollars plus one-twelfth of the annual taxes, ~~xxxxxxxx~~ ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter decribed may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal, as said principal shall abate in the amounr of each one hundred dollars. And the Mortgagor(s) shall pay the sum of one hundred dollars to the Morrgagee if rhe mortgage is paid off within one year from dare, sevenry-five dollars if paid off within two years from date, and fifry dollars if paid off within three years from date.

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

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

All that lot of ground situated on the North side of Clay Street Annapolis, Maryland, with frontage thereon of 14.36 feet and an irregular depth to the waters of College Creek improved by a frame dwelling No. 192 Clay Street, with the right to use in common over a 10 foot right of way leading from the property hereby conveyed over Lots 194, 196, 198, 200, and 202 Clay Street, to Ridout Street, all as shown on a Plat made by Clarence F. Shelley and Company, December 10, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 110 folio 154.

BEING the same property that was conveyed to the said Mortgagors by Marlin Kirby and Helen Kirby, his wife, by deed dated July 16, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 418, folio 566.

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

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

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

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

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

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due afrer default in the paymenr of any monrhly insrallmenr, as herein provided, for rhirry days or after defaulr in rhe performance of any of rhe aforegoing covenants for rhirty days.

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

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

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

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

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

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

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

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

WITNESS:

Samuel Schenker
Samuel Schenker

Harry Johnson (SEAL)
Harry Johnson

Mary E. Johnson (SEAL)
Mary E. Johnson

(SEAL)

5

BOOK 155 PAGE 156

LIBER 1049 PAGE 159

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 27th day of July, in the year one thousand, nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Harry Johnson and Mary E. Johnson, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledge the foregoing Mortgage to be their act. At the same time also appeared SAMUEL SCHENKER, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Bert E. Schenker
NOTARY PUBLIC
Bert E. Schenker

My Commission expires
5/6/57

Rec'd for record July 28 1956, at 11.04 AM.
Mailed to Samuel Schenker

SAMUEL SCHENKER
Attorney
150 SOUTH STREET
ANNAPOLIS, MARYLAND

MORTGAGE
FROM
HARRY JOHNSON, and
MARY E JOHNSON, his wife
TO
CHESAPEAKE SAVINGS & LOAN ASSOCIATION, INC., OF ANNAPOLIS, MARYLAND

Received for record 19 at o'clock M.
Same day recorded in Liber No. folio & one of the Land Records of Anne Arundel County and examined per Clerk.
Cost of Record $ 7.50

RECEIVED IN LIBER G.T.C. NO. 1049 FOLIO 156
RECORDED IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1956 JUL 28 AM 11:04
GEO. T. BROMWELL CLERK

MAY 1964

330

BOOK 155 PAGE 157

BOOK 1651 PAGE 558

No. 16,331 Equity

This Second Mortgage,

made this 24th day of April in the year one thousand nine hundred and Sixty-three, between

Harry Johnson and Mary Johnson of Annapolis, in the State of Maryland, hereinafter called Mortgagor(s), and CHESAPEAKE SAVINGS AND LOAN ASSOCIATION, INC., OF ANNAPOLIS, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

One thousand five hundred thirty Nine ($1,539.03) Dollars and three cents

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

By the payment of Fifty five ($55.52) Dollars and fifty-two cents----Dollars plus one-twelfth of the annual taxes, ~~water rents~~, insurance premiums, and other public charges and assessments for which the property hereinafter decribed may be legally liable on or before the First day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal, as said principal shall abate in the amount of each one hundred dollars. ~~And the Mortgagor(s) shall pay the sum of one hundred dollars to the Mortgagee if the mortgage is paid off within five years from date, and fifty dollars if paid off within three years from date.~~

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

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

All That Lot of ground situated on the North side of Clay Street, Annapolis, Maryland, with frontage thereon of 14.36 feet and an irregular depth to the waters of College Creek improved by a frame dwelling No. 192 Clay Street, with the right to use in common over a 10 foot right of way leading from the property hereby conveyed over Lots 194, 196, 198, 200, and 202 Clay Street, to ridout street, all as shown on a plat made by Clarence F. Shelley and company, December 10, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 110, folio 154.

BEING the same property that was conveyed to the said Mortgagors by Marlin Kirby and Helen Kirby, his wife, by deed dated July 16, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 418, folio 566.

FILED

1964 MAY -5 PM 2:52

6

IT BEING understood that this mortgage as to all of its terms is to be considered as part of the mortgage previously given by the said Mortgagors to the Mortgagee on the 27th day of July, 1956, and recorded among the Land Records of Anne Arundel County in Liber 1049 folio 156 and that said Mortgagors agree that the terms set forth in this mortgage shall be binding for the monies borrowed by them on the previous mortgage and that the sum of One thousand five hundredthirty-nine($1,539.03) Dollars and three cents shall be added to the balance of the previous mortgage and that the monthly payment set forth in this mortgage shall be the total monthly payment for both mortgages.

Mortgagors shall pay two (2%) per cent of the unpaid balance or One hundred ($100.00) Dollars, whichever is the larger, if the said Mortgagors should prepay this mortgage.

Mortgagors hereby agree to pay the Mortgagee a four (4%) per cent penalty per month on any delinquent payments as set forth by the Mortgagee's by-laws.

The Mortgagors agree that upon prepayment of twenty (20%) per cent of the mortgage balance in any one year period, said Mortgagors shall pay a two (2%) per cent penalty of the prepayment, whichever amount is larger.

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

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

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

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

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

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due afrer defaulr in rhe paymenr of any monrhly installmenr, as herein provided, for thirty days or after defaulr in the performance of any of the aforegoing covenants for thirty days.

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

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

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

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

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

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

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

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

WITNESS:

Samuel Schenker
SAMUEL SCHENKER

Harry Johnson (SEAL)
Harry Johnson

Mary E. Johnson (SEAL)
Mary E. Johnson

(SEAL)

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BOOK 155 PAGE 160

BOOK 1651 PAGE 561

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 29th day of April, in the year one thousand, nine hundred and sixty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Harry Johnson and Mary E. Johnson, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledge the foregoing Mortgage to be their act. At the same time also appeared ~~XXXXXXXXX~~ William B. Clatanoff, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

11.00

Bert E. Schenker
NOTARY PUBLIC

Bert E. Schenker

My Commission expires 5/6/63

Rec'd for record May 1, 1963 at 3:24 P.M.
Mailed to Samuel Schenker

OK

SAMUEL SCHENKER
Attorney
224 Main ~~XXXXXXXX~~ STREET
ANNAPOLIS, MARYLAND

MORTGAGE
FROM
Harry Johnson and
Mary E. Johnson, his wife
TO
CHESAPEAKE SAVINGS & LOAN
ASSOCIATION, INC., OF
ANNAPOLIS, MARYLAND

Received for record ..... 19..... at ..... o'clock ..... M.
Same day recorded in Liber ..... No. ..... folio ..... &c. One of the Land Records of Anne Arundel County ..... and examined per ..... Clerk.
Cost of Record $ 3.30

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
MAY - 1 PM 3:24
RECORDED IN LIBER LNP NO. 1651 FOLIO 558
LOUIS A. PHIPPS CLERK

11.00

BOOK 155 PAGE 161

SAMUEL SCHENKER, Attorney Named in Mortgage

vs

Harry Johnson and Mary Johnson, his wife

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

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 16,331 Equity

STATEMENT OF MORTGAGE CLAIM

Original Principal Balance - July 29, 1956		$5,000.00
Added Principal Balance	April 29, 1963	1,539.03
Less Principal Payments on Account		2714.71
UNPAID PRINCIPAL BALANCE DUE as of February 1, 1964 to which must be added interest and penalties from February 1, 1964 to June 1, 1964		3824.32 / 140.61
TOTAL DUE		$3964.93
Escrow Account		52.48
NET TOTAL DUE		$3912.45

Samuel Schenker
Attorney Named in Mortgage
224 Main Street
Annapolis, Maryland
Colonial 3-2354

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 5th day of May, 1964, before me, a Notary Public, in and for the State of Maryland, County aforesaid, personally appeared Samuel Schenker, Attorney Named in Mortgage, and made oath in due form of law that the aforegoing Statement of Mortgage Claim is true and correct to the best of his knowledge, information and belief.

Bert E. Schenker
Notary Public

Bert E. Schenker

My Commission will expire on:
May 5, 1965

FILED
1964 MAY -5 PM 2:52

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

10

AFFIDAVIT OF NON-MILITARY SERVICE

No. 16,331 Equity

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 5th day of May, 1964, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Samuel Schenker, Attorney Named in Mortgage, 224 Main Street, Annapolis, Maryland

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

Harry Johnson and Mary Johnson, his wife

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 5th day of May, 1964.

Notarial Seal

Notary Public.
Berk E Schenker

My Commission will expire on:
May 5, 1965

Filed,

FILED
1964 MAY -5 PM 2:52

No. 16,331 Equity

COMMERCIAL UNION INSURANCE COMPANY OF NEW YORK

BOND NO. 42 41 97 BOOK 155 PAGE 163

BOOK 12 PAGE 420

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel Schenker, of 224 Main Street, Annapolis, Maryland, as Principal, and The Commercial Union Insurance Company of New York, Incorporated in 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 full and just sum of FIVE THOUSAND AND NO/100 ($5,000.00) - 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 26th day of May, 1964.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Samuel Schenker to Harry Johnson and Mary Johnson, bearing date on or about the 29th day of April, 1963, and recorded among the Land Records of Anne Arundel County, in Liber 1651, Folio 554, L.N.P. the said Samuel Schenker, as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

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

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

WITNESS AS TO PRINCIPAL:

Samuel Schenker (SEAL)

Witness as to Surety:

Commercial Union Insurance Company of New York

BY Robert W. Tolson

Robert W. Tolson
Attorney-in-fact

COMMERCIAL UNION INSURANCE COMPANY OF NEW YORK SEAL

FILED

1964 MAY 28 PM 2:11

Bond approved this 28th day of May, 1964

Louis N. Phipps, Clerk

12

Form 13 S832

A STOCK COMPANY

8-61

BOOK 155 PAGE 164

SAMUEL SCHENKER, Attorney Named in Mortgage	*	IN THE
	*	CIRCUIT COURT
vs	*	FOR
	*	ANNE ARUNDEL COUNTY
Harry Johnson & Mary Johnson, his wife	*	NO. 16391

* *

AUCTIONEER'S CERTIFICATE

I hereby certify that on Monday, June 1, 1964, I sold the property known as 192 Clay Street, Annapolis, Maryland, as described in the attached advertisement of sale to Edith Pramm, et al and I further certify that the sale was fairly made.

Robert H. Campbell
Auctioneer

PURCHASERS AGREEMENT

I hereby certify that I, Edith Pramm, Agent for Edith Pramm and John Pramm and Martha Pramm purchased the property known as 192 Clay Street, Annapolis, Maryland, as described in the attached advertisement of sale from Samuel Schenker, Attorney named in Mortgage, at and for the sum of $5100.00, and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST:

Samuel Schenker

Edith E Pramm

FILED

1964 JUN -1 PM 2:00

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

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BOOK 155 PAGE 165

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY MARYLAND
Sitting as a Court of Equity

SAMUEL SCHENKER, ATTORNEY named in Mortgage	*	IN THE
	*	CIRCUIT COURT
vs	*	FOR
HARRY JOHNSON & MARY JOHNSON, his wife	*	ANNE ARUNDEL COUNTY NO. 1633

* *

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND)
ss:
COUNTY OF ANNE ARUNDEL)

KNOW ALL MEN BY THESE PRESENTS:

That before me, the subscriber, a Notary Public in and for the County and State aforesaid personally appeared Edith Praum, agent for purchasers in the above mentioned Equity proceedings and did make affidavit and oath, in due form of law, that in pursuance to the Maryland Rules of Procedure, Rule BR 6, Subsection b3, that he is not acting as agent for anyone and that there are no other principals interested in the purchase of this property under this Trustees' sale, other than the purchasers set forth herein, and that she does further make affidavit and oath, in due form of law, that she nor any of his agents, servants or employees, have not directly or indirectly discouraged anyone from bidding for the said property contained in Equity proceedings No. 16331 in the Circuit Court for Anne Arundel County, Maryland.

Edith E. Praum

WITMESS my hand and notarial seal this 1st day of June, 1964.

Berle Schenker
Notary Public

My Commission Expires:
5/3/65

FILED
1964 JUN -1 PM 2:00

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

14

Samuel Schenker, Attorney named in Mortgage	*	IN THE
	*	CIRCUIT COURT
vs	*	FOR
Harry Johnson & Mary Johnson, his wife	*	ANNE ARUNDEL COUNTY
	*	No. 16331

* *

REPORT ON SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Samuel Schenker, Attorney named in Mortgage, in Equity # 16331 for purpose of selling the hereinafter described property at a mortgage foreclosure, said property being known as 192 Clay Street, Annapolis, Sixth Election District, Anne Arundel County, Maryland, the proceeding in said cause mentioned respectfully shows:

That after giving bond with security for the faithful performance, as prescribed by law, and giving notices of the time, place, manner and terms of sale by advertisement in the "Evening Capitol", a newspaper published in Anne Arundel County, said advertisement being for more than three weeks before the day of sale, pursuant to said notice, they did attend at the Courthouse door in the City of Annapolis, Maryland on Monday, June 1, 1964 at 11:00 A.M., the time and place mentioned in said advertisement; and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings, to wit:

All that property situated at Anne Arundel County, Maryland and described in said Mortgage as follows:

ALL THAT LOT of ground situated on the North side of Clay Street, Annapolis, Maryland, with frontage thereon of 14.36 feet and an irregular depth to the waters of College Creek improved by a frame dwelling No. 192 Clay Street, with the right to use in common over a 10 foot right of way leading from the property hereby conveyed over Lots 194, 196, 198, 200, and 202 Clay Street, to

FILED
1964 JUN -1 PM 2:00

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

15

Ridout Street, all as shown on a Plat made by Clarence F. Shelley and Company, December 10, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 110 folio 154.

BEING the same property that was conveyed to the said Grantors by Marlin Kirby and Helen Kirby, his wife, by deed dated July 16, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 418 folio 566.

Said property being sold to Edith Pramm, John Pramm & Martha Pramm for the sum of $ 5/00 00 being at that price then and there the highest bidder therefore. The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer, and report of sale are filed herewith, all of which are respectfully submitted.

And as in duty bound, etc.

Samuel Schenker

Samuel Schenker, Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 27 day of June, 1964, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Samuel Schenker, Attorney Named in Mortgage, in Equity #1633 in the Circuit Court for Anne Arundel County, and made oath in due form of law that the matter and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Bertie Schenker

Notary Public

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

ORDER NISI

SAMUEL SCHENKER, ATTORNEY
NAMED IN MORTGAGE

versus

HARRY JOHNSON &
MARY JOHNSON, his wife

BOOK 155 PAGE 168

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,331 Equity

Ordered, this 1st day of June, 1964, That the sale of the property in these proceedings mentioned made and reported by Samuel Schenker, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of July next.

The report states that the amount of sale was $ 5,100.00

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

Samuel Schenker, Attorney
(Final Order)

For: ~~Maryland Gazette~~ Evening Capital (June 4th Edition)

SAMUEL SCHENKER, ATTORNEY
NAMED IN MORTGAGE

versus

HARRY JOHNSON &
MARY JOHNSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of July, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bruce Dunbaugh
JUDGE.

FILED
1964 JUL -7 PM 1:52

17

1633

SAMUEL SCHENKER
Attorney-At-
224 Main Street
Annapolis, Maryland

Mortgage Sale

PROPERTY LOCATED AT 192 CLAY STREET, ANNAPOLIS,

IN THE SIXTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

UNDER AND BY virtue of the powers of sale contained in mortgages from Harry Johnson and Mary Johnson, his wife, dated the 27th day of July, 1956, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1049, folio 156, and April 29, 1963, recorded among the Land Records of Anne Arundel County, in Liber LNP 1651, folio 58, (default having occurred thereunder) the undersigned Attorney Named in Mortgage will offer for sale by Public Auction at the Court House located on Church Circle, Anne Arundel County, Annapolis, Maryland

MONDAY, JUNE 1, 1964 11:00 A.M.

THE PROPERTY described in said Mortgages, situate, lying and being in the Sixth Election District of Anne Arundel County, State of Maryland and described as follows:

ALL THAT lot of ground situated on the North side of Clay Street, Annapolis, Maryland, with frontage thereon of 14.36 feet and an irregular depth to the waters of College Creek improved by a frame dwelling No. 192 Clay Street, with the right to use in common over a 10 foot right of way leading from the property hereby conveyed over Lots 194, 196, 198, 200 and 202 Clay Street, to Ridout Street, all as shown on a Plat made by Clarence F. Shelley and Company, December 10, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R., 110 Folio 154.

18 No.

BEING the same property that was conveyed to the said Mortgagors by Marlin Kirby and Helen Kirby, his wife, by Deed dated July 16, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 418, folio 566.

IMPROVEMENTS: A modern frame home.

TERMS OF SALE: A cash deposit of Five Hundred ($500.00) Dollars will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County, and to bear interest at 6 per cent from the date of sale to date of settlement, with the purchaser to pay cost of Stamps for recording the transfer of said property. Taxes and other expenses and all other assessments to be adjusted to date of sale.

SAMUEL SCHENKER,
Attorney Named in Mortgage

ROBERT H. CAMPBELL,
Auctioneer.

M-29

OFFICE OF

Evening Capital

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

BOOK 155 PAGE 169

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 29, 1964

We hereby certify, that the annexed

Mortgage Sale

Harry Johnson

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of June, 1964. The first insertion being made the 8th day of May, 1964.

FILED
1964 JUN -1 PM 2:49

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

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 170

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 26, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,331

Harry Johnston

was published in

Evening Capital

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,331 Equity

SAMUEL SCHENKER, Attorney named in Mortgage.

versus

HARRY JOHNSON AND MARY JOHNSON, his wife

Ordered, this 1st day of June, 1964, That the sale of the property in these proceedings mentioned made and reported by Samuel Schenker, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of July next.

The report states that the amount of sale was $5,100.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

Ju-25

FILED

1964 JUN 30 PM 1:42

19 No. E. C. 6143

BOOK 155 PAGE 171

COMMERCIAL UNION INSURANCE COMPANY OF NEW YORK

No. 16,331 Equity

Bond No. 42 41 97

BOOK 12 PAGE 436

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel Schenker, of 224 Main Street, Annapolis, Maryland, as Principal, and the Commercial Union Insurance Company of New York, Incorporated in 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 full and just sum of FIVE THOUSAND FIVE HUNDRED AND NO/100 ($5,500.00) - 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 adminstrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED This 25 day of June, 1964

RUST

WHEREAS, By virtue of a power of sale contained in a Mortgages from Harry Johnson and Mary Johnson, his wife, to Chesapeake Savings and Loan Association, Inc. of Annapolis, Maryland, first bearing date on the 7th day of July, 1956, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1049, Folio 156, and the second bearing date on the 29th day of April, 1963, and recorded among the Land Records of Anne Arundel County, in Liber 1651, Folio 554, L.N.P., the said Samuel Schenker, as Attorney Named in Mortgages, is authorized and empowered to make sale of the property described in said Mortgages, in case default should occur in the principal debt secured by said Mortgages, or of the interest thereon the whole or in part; and

WHEREAS, default has occurred in the payment of the principal and interest aforesaid, and the said Samuel Schenker, as Attorney Named in Mortgages did execute said power to make sale of the property described in said Mortgages.

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

FILED 1964 JUN 29 PM 3:37

WITNESS AS TO PRINCIPAL:

Samuel Schenker (SEAL)

Witness as to Surety:

Commercial Union Insurance Co. of New York

BY Robert W. Tolson
Robert W. Tolson
Attorney-in-fact

Bond approved this 29 day of June, 1964

Louis P. Phipps, Clerk

20

Form 13 S832

8-61

A STOCK COMPANY

BOOK 155 PAGE 172

In the Case of

SAMUEL SCHENKER, Attorney named in Mortgage

VS.

HARRY JOHNSON and MARY JOHNSON, his wife

In the

Circuit Court

For

Anne Arundel County

No. 16,331 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 16 AM 10:41

All of which is respectfully submitted.

July 16, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 3rd day of August, 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 AUG -3 AM 11:21

21

22 Dr. SAMUEL SCHENKER, Attorney named in Mortgage
vs.
HARRY JOHNSON and MARY JOHNSON, his wife,

BOOK 155 PAGE 173

In Acct. with SAMUEL SCHENKER, Attorney named in Mortgage

					Cr.	
1964, June 1,						
Procceds of sale	5,100	00				
Interest on deferred balance of $4,600.00 from						
6/1/64 to 7/14/64	34	50	5,134	50		
Refund 1964 County taxes, 6/1/64 to 12/31/64 (58.94)	34	37				
Refund 1963 City taxes, 6/1/64 to 6/30/64 (35.34)	2	95	37	32		
					5,171	82
To Attorney for fee, viz:	300	00				
To Attorney for commissions, viz:	184	04	484	04		
To Attorney for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	34	75				
Auditor - stating this account	35	00	79	75		
To Attorney for expenses, viz:						
Capital Gazette Press - advertising sale	87	52				
Capital Gazette Press - Order nisi, sale	15	00				
Robert H. Campbell - auctioneer's fee	60	00				
Commercial Union Ins. Co. - bond premium	20	00				
Court costs No. 6071 divorces, Johnson vs. Johnson	18	00				
Bert E. Schenker - notary fees	2	00	202	52		
To Attorney for claims filed, viz:						
Chesapeake Savings & Loan Assn. Inc.	3,912	45				
Interest on principal balance of $3,824.32 from						
6/1/64 to 7/31/64 - 60 days @ 6%	37	63	3,950	08		

To - Carroll H. Hynson & Adell Hynson, Judgment						
claim - Court order 6/5/64	138	07				
Interest on Judgment - 10/28/63 to 7/31/64	6	26				
Court costs, Magistrates Court & recording judgment	4	25				
Attorneys collection fee	16	31	164	89		
To Howard Street Jewelers, Inc. - Judgment claim						
Court order 7/14/64	68	15				
Interest - 2/14/55 to 7/31/64	38	69				
Court costs, Magistrates Court & recording judgment	2	90	109	74		
To Harry Johnson - this surplus	180	80	180	80		
					5,171	82

248

BOOK 155 PAGE 175

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate	:	
vs.	:	
HOWARD HARVEY c/o Frank W. Harvey 7330 German Hill Road, Baltimore 22, Maryland.	:	
EPHRIAM D. and MINNIE E. GARVER Annapolis Junction, Maryland.	:	
BENNIE and BEATRICE PEAY 809 George Street, Baltimore, Maryland.	:	
WILLIAM S. and GRACE S. WARD Lower Malboro, Maryland(Calvert Co.)	:	IN
JOHN W. and ELIZABETH V. JENKINS 608 5th Street, N.W. Washington, D. C.	:	THE CIRCUIT COURT
WARREN SMADBECK 1710 - 56th Street New York, N. Y.	:	FOR
CHARLES E. and ANNIE C. COFFMAN Lantz Mills, Virginia	:	ANNE ARUNDEL COUNTY
JOHN F. SJOBLOM 1424 Towson Street Baltimore, Maryland.	:	No. 9530 EQUITY.
EDGAR M. and RUTH A. USSERY 705 W. Lombard Street Baltimore, Maryland.	:	
ALBERT G. and MAMIE E. PHILLIPS c/o Ralph Pulver Weirton, West Virginia.	:	
LEE WALTER and HELEN IRENE EDWARDS 2004 Rockrode Avenue Baltimore, Maryland.	:	
JOSEPH J. and GENEVIA M. MALTROTTI 1332 Weldon Avenue Baltimore, Maryland.	:	
LINA TSCHANTRI 25 N. Liberty Street Baltimore, Maryland.	:	
FRANK J. PIETRZAK and ANNA DOMBROWSKI, 17 North Port Street Baltimore, Maryland., and all persons having or claiming to have any interest in any of the properties described hereafter.	:	

: :

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff, complaining, says:

1. That on or about the 14th day of October, 1946, the Certificates of Tax Sale attached hereto were issued by Thomas W. Davis, Collector of Taxes for the State of Maryland and Anne Arundel County. Said Certificates are prayed to be taken as a part hereof.

2. The property mentioned in said Certificates is described as follows:

Certificate #1206 -
All that certain lot of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lot No. 13 as per plat entitled,"Stryker and Harvey's Land", said plat being recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 34, folio 328, etc. Said lot having a front of 100 feet on County Road with a depth of 200 feet as shown on said plat. Assessed on the date of the Collectors Sale to Howard Harvey, whose last known address was, c/o Frank W. Harvey, 7330 German Hill Road, Baltimore 22, Maryland. The amount due on date of sale was Six Dollars and Fifty-six Cents ($6.56).

Certificate #1205 -
All that certain lot of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lot No. 217 as shown on the plat of Centralia (now Annapolis Junction) which plat is recorded among the Land Records of Anne Arundel County in Liber S.H. No. 1, folio 536. Assessed on the date of the Collectors Sale to E. D. and Minnie Garver, whose last known address was Annapolis Junction, Maryland. The amount due on date of said sale was Five Dollars and Twenty-seven Cents ($5.27)

Certificate #1209 -
All that certain lot of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lot No. 12B as shown on a Plat of Baton Chapel, recorded among the Land Records of Anne Arundel County in Cabinet No. 1, Rod A9, Plat #8. Assessed on the date of the Collectors Sale to Bennie and Beatrice Peay whose last known address was 809 George Street, Baltimore, Maryland. The amount due on date of sale was Nine Dollars and Eleven Cents ($9.11).

Certificate #1218 -
All those certain lots of ground situate in the Fifth Election District of Anne Arundel County described as follows: Lots Nos. 57 and 58 in Block C as designated on the Plat of Crystal Springs Park, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 21. Assessed on the date of the Collectors Sale to William S. and Grace Ward whose last known address was, Lower Malboro, Calvert County, Maryland. The amount due on date of sale was Eight Dollars and Ninety-three Cents ($8.93).

Certificate #1219 -
All that certain lot of ground situate in the Seventh Election District of Anne Arundel County described as follows: Lot No. 31 in Block 42, Section B, as shown on a Plat of Avalon Shores recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod A-5, Plat 11. Assessed on the date of the Collectors Sale to John W. Jenkins and wife, whose last known address was 608 - 5th Street, N. W., Washington, D. C. The amount due on date of sale was Five Dollars and Fifty-three Cents, ($5.53).

Certificate #1202 -
All those certain lots of ground situate in the First Election District of Anne Arundel County described as follows: Lots Nos. 128 and 129 as shown on a Plat of Woodland Beach, Sheet #1, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod Y, Plat 6. Assessed on the date of the Collectors Sale to Warren Smadbeck, whose last known address was 1710 - 56th Street, New York, N.Y. The amount due on date of sale was Seven Dollars and Eight Cents, ($7.08).

2

Certificate #1203 -
All those certain lots of ground situate in the Fourth Election District of Anne Arundel County, described as follows: Lots Nos. 167 and 168 in Block D as shown on the Plat of Holladay Park, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 67. Assessed on the date of the Collectors Sale to Charles E. and Annie C. Coffman, whose last known address was Lantz Mills, Virginia. The amount due on date of sale was Eleven Dollars and Sixty-seven Cents ($11.67).

Certificate #1213 -
All that certain lot of ground situate in the Fourth Election District of Annie Arundel County, described as follows: Lot No. 52 in Block F as shown on the Plat of Holladay Park, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 67. Assessed on the date of the Collectors Sale to John F. Sjoblom, whose last known address was 1424 Towson Street, Baltimore, Maryland. The amount due on date of sale was Seven Dollars and Eighty-three Cents ($7.83).

Certificate #1215 -
All that certain lot of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lot No. 82M, Maple Avenue, as shown on the Plat of Champion Forest, which plat is recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 5, folio 32 (Cabinet 1, Rod A-9, Plat 5). Assessed on the date of the Collectors Sale to Edgar M. and Ruth A. Ussery, whose last known address was 705 W. Lombard Street, Baltimore, Maryland. The amount due on date of sale was Fourteen Dollars and Twenty Cents ($14.20).

Certificate #1210 -
All those certain lots of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lots Nos. 3 and 4 in Block "R" as designated on a Plat of Grande View Park, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 65. Assessed on the date of the Collectors Sale to Albert and Mamie Phillips, whose last known address was c/o Ralph Pulver, Weirton, West Virginia. The amount due on date of sale was Ten Dollars and Thirty-nine Cents, ($10.39).

Certificate #1204 -
All those certain lots of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lots Nos. 1 and 2 in Block "B" as designated on a Plat of Grande View Park, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 65. Assessed on the date of the Collectors Sale to Lee W. and Helen Edwards, whose last known address was 2004 Rockrode Avenue, Baltimore, Maryland. The amount due on date of sale was Seven Dollars and Eighty-four Cents, ($7.84).

Certificate #1207 -
All those certain lots of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lots Nos. 14, 15 and 16 in Block "W" as designated on the Plat of Grande View Park recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 65. Assessed on the date of the Collectors Sale to Joseph J. and Genevia M. Maltrotti, whose last known address was 1332 Weldon Avenue, Baltimore, Maryland. The amount due on date of sale was Seven Dollars and Eighty-three Cents ($7.83).

Certificate #1214 -
All those certain lots of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lots Nos. 30, 31 and 32 in Block "W" as designated on the Plat of Grande View Park, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 65. Assessed on the date of the Collectors Sale to Lina Tschantre, whose last known address was 25 N. Liberty Street, Baltimore, Maryland. The amount due on the date of the sale was Eleven Dollars and Fifty-three Cents ($11.53).

Certificate #1211 -
All those certain lots of ground situate in the Eourth Election District of Anne Arundel County described as follows: Lots Nos. 12 and 13 in Block "W" as designated on the Plat of Grande View Park recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 65. Assessed on the date of the Collectors Sale to Frank J. and Anna Pietrzok (Dembrowski), whose last known address was 17 N. Port Street, Baltimore, Maryland. The amount due on the date of the sale was Nine Dollars and Twelve Cents ($9.12).

3. Said properties have not been redeemed by any party in interest, although more than one year and one day from the date of sale has expired.

4. The Plaintiff prays for process directed to the above named Defendants whose last known addresses are set out with their names after the description of each property. A copy of this Bill of Complaint has been mailed to the aforesaid Defendants at the aforesaid addresses.

5. The Plaintiff prays for an order of publication directed to all parties in interest in the various properties.

6. Attached hereto as Exhibit "A" are the aforesaid Certificates of Tax Sale.

7. To redeem the properties it is necessary for the Defendants to pay the sums as set out after the descriptions of each property, with interest from October 14, 1946, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the Plaintiff under Sections 90-J and 90-K of the Annotated Code of Maryland.

8. The Plaintiff prays the Court to pass a final decree foreclosing all rights of redemption of the Defendants in and to the properties described herein.

And, as in duty bound, etc.

Attest:

R. Harry Arnold, Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY,
a body corporate.

By: Weems R. Duvall
Weems R. Duvall, President

Benjamin Richardson
Solicitor for the Plaintiff

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 28th day of September, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Weems R. Duvall, President of the County Commissioners of Anne Arundel County, a body corporate, the Plaintiff herein, and made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Katharine H. McCutchan

Katharine H. McCutchan - Notary Public

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BOOK 155 PAGE 180

1206

CERTIFICATE OF TAX SALE

I, Thos. H. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14-1946, I sold to Anne Arundel County, Annapolis, Md. at public auction for the sum of 6 Dollars and 56 Cents, of which — Dollars has been paid as a deposit on the property in 4 Dist described as Lot, 13 Odenton Road

and assessed to Howard Harvey

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 14-1949, 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 14 day of Oct. 19 46

Thos. H. Davis
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 14th day of October, 1946., before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Thomas H. Davis, 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,

Katharine W. McCutchen
Notary Public.

My Commission Expires May 5, 1947.

BOOK 155 PAGE 181

CERTIFICATE OF TAX SALE

1205

I, ..., Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14-1946, I sold to ..... at public auction for the sum of 5 Dollars and 27 Cents, of which — Dollars has been paid as a deposit on the property in 4 Dist. described as Lot 217 Centralia

and assessed to E. A. & Minnie Garver

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 15- 1947, 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 14 day of Oct. 1946

Thos. H. Davis

Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 14th day of October, 1946, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Thomas H. Davis, 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,

Katharine N. McCutchan

Notary Public.

My Commission Expires May 5 1947

7

BOOK 155 PAGE 182

1209

CERTIFICATE OF TAX SALE

I, Thos. H. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14-1946, I sold to COUNTY COMMISSIONERS Anne Arundel County, Annapolis, Md. at public auction for the sum of 9 Dollars and 11 Cents, of which — Dollars has been paid as a deposit on the property in 4 Dist. described as Lot 12 B Baton Chapel

and assessed to Bennie & Beatrice Peay

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, accrning subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14-1947, 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 14 day of Oct. 1946

Thos. H. Davis Jr. Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1946, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Thomas H. Davis, 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,

Katharine H. McCutchan Notary Public.

My Commission Expires May 5, 1947.

8

BOOK 155 PAGE 183

1218

CERTIFICATE OF TAX SALE

I, Thos. H. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14-1946, I sold to COUNTY COMMISSIONERS Anne Arundel County, Annapolis, Md. at public auction for the sum of 8 Dollars and 93 Cents, of which — Dollars has been paid as a deposit on the property in 5th West, described as Lots 5-7-5-8 Blk C. Crystal Springs Park

and assessed to William S. & Grace Ward

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 15-1947, 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 14 day of Oct, 1946

Thos. H. Davis

Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 14th day of October, 1946, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Thomas H. Davis, 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,

Katharine H. McCutchan

Notary Public.

My Commission Expires May 5, 1947.

9

BOOK 155 PAGE 184

CERTIFICATE OF TAX SALE

1219

I, Thos. H. Davis, Collector of Taxes for the State of Maryland and the COUNTY COMMISSIONERS

County of Anne Arundel, hereby certify that on October 14-1946, I sold to Anne Arundel County,

at public auction for the sum of 6 Dollars and Annapolis, Md.

53 Cents, of which — Dollars has been paid as a deposit on the property

in 7 D. W. J. described as Lot 31 Blk 42 Sect A

Avalon Shores

and assessed to John H. Justice & Wife

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 15-1947, 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 14 day of Oct. 1946.

Thos. H. Davis

Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 14th day of October, 1946, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Thomas H. Davis, 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,

Katharine V. McClelland

Notary Public

My Commission Expires May 5, 1947.

10

BOOK 155 PAGE 185

1202

CERTIFICATE OF TAX SALE

I, Thos. H. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14-1946, I sold to A.A. County Commissioners at public auction for the sum of 7 Dollars and 8 Cents, of which —— Dollars has been paid as a deposit on the property in 1 Dist. described as Lots 128-129 Woodland Beach

and assessed to Warren Smallwood & Wife

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 15-1947, 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 14 day of Oct. 1946

Thos. H. Davis
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 14th day of October, 1946, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Thomas W Davis, 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,

Katharine N. McCutcheon
Notary Public.

My Commission Expires May 5, 1947.

BOOK 155 PAGE 186

CERTIFICATE OF TAX SALE

1203

I, Thos. H. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14-1946, I sold to A.A. County Commissioners at public auction for the sum of 11 Dollars and 67 Cents, of which —— Dollars has been paid as a deposit on the property in 4 Dist. described as Lots 167-168 Blk D. Holladay Park

and assessed to Chas. E. & Annie C. Coffman

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 14-1947, 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 14 day of Oct. 1946

Thos. H. Davis
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 14th day of October, 1946, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Thomas W. Davis, 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,

Katharine N. McCutchan
Notary Public.

My Commission Expires May 5 1947

12

BOOK 155 PAGE 187

1213

CERTIFICATE OF TAX SALE

I, Thos. H. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14-1946, I sold to ~~Anne Arundel County~~ COUNTY COMMISSIONERS Annapolis, Md. at public auction for the sum of 7 Dollars and 83 Cents, of which — Dollars has been paid as a deposit on the property in 4 Dist described as Lot 52 Blk F Holladay Park.

and assessed to John F. Sjoblom

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 15-1947, 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 14 day of Oct. 1946

Thos. H. Davis

Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 14th day of October, 1946, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Thomas W. Davis, 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,

Katharine N. McCulloch

Notary Public.

My Commission Expires May 5, 1947.

13

BOOK 155 PAGE 188

1215

CERTIFICATE OF TAX SALE

I, Thos. H. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14-1946, I sold to COUNTY COMMISSIONERS Anne Arundel County, Annapolis, Md. at public auction for the sum of 14 Dollars and 20 Cents, of which — Dollars has been paid as a deposit on the property in 4 Dist described as Lot 82 M. (210 x 100) Champion Forest.

and assessed to Edgar M. & Ruth A. Ussery

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 15-1947, 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 14 day of Oct. 19 46.

Thos. H. Davis
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1946, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Thomas W. Davis, 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,

Katharine N. McCutcheon
Notary Public.

My Commission Expires May 5, 1947.

14

BOOK 155 PAGE 189

1210

CERTIFICATE OF TAX SALE

I, Thos. H. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14-1946, I sold to COUNTY COMMISSIONERS Anne Arundel County, Annapolis, Md. at public auction for the sum of 10 Dollars and 39 Cents, of which — Dollars has been paid as a deposit on the property in 4 wist described as Lots 3-4 Blk R Grandview Park and assessed to Albert + Mamie Phillips

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 14-1947, 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 14 day of Oct. 19 46

Thos. H. Davis
H. Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1946, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Thomas H. Davis, 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,

Katharine N. McCutchan
Notary Public.

My Commission Expires May 5, 1947.

BOOK 155 PAGE 190

CERTIFICATE OF TAX SALE

1204

I, Thos. H. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on Oetober 14-1946, I sold to A. A. County Commissioners at public auction for the sum of 7 Dollars and 84 Cents, of whieh ——— Dollars has been paid as a deposit on the property in 4 Dist. deseribed as Lots 1-2 Blk B. Grande View Park

and assessed to Lee H. & Helen Edwards

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refnnded the sums paid on aecount 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 Oct 15-1947, a proceeding can be brought to foreclose all rights of redemption in the property. This certifieate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14 day of Oct. 1946

Thos. H. Davis
H. Colleetor.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 14th day of October, 1946, before me, the subseriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Thomas W. Davis, 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,

Katharine H. McCutcheon
Notary Public

My Commission Expires May 5, 1947.

16

BOOK 155 PAGE 191

1207

CERTIFICATE OF TAX SALE

I, Thos. H. Davis, Collector of Taxes for the State of Maryland and the COUNTY COMMISSIONERS County of Anne Arundel, hereby certify that on Oetober 14-1946, I sold to Anne Arundel County, Annapolis, Md. at public auction for the sum of 7 Dollars and 83 Cents, of which — Dollars has been paid as a deposit on the property in 4 Dist. described as Lots 14-15-16 Blk W Grande View Park

and assessed to Joseph L. & Genevia M. Maltrotti

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 14-1947, 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 14 day of Oct. 1946.

Thos. H. Davis
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 14th day of October, 1946, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Thomas W. Davis, 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,

Katharine N. Mitchell
Notary Public.

My Commission Expires May 5, 1947

17

BOOK 155 PAGE 192

1214

CERTIFICATE OF TAX SALE

I, Thos. H. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14-1946, I sold to COUNTY COMMISSIONERS Anne Arundel County, at public auction for the sum of 11 Dollars and 53 Cents, of which — Dollars has been paid as a deposit on the property in 4 Dist. described as Lots 30-31-32 Blk H. Grande View Park.

and assessed to Lina Tschantre

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 15-1947, 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 14 day of Oct. 19 46.

Thos. H. Davis, Jr. Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1946., before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Thomas H. Davis, 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,

Katharine N. McCutchan
Notary Public.

My Commission Expires May 5, 1947.

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BOOK 155 PAGE 193

1211

CERTIFICATE OF TAX SALE

I, Thos. H. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14-1946, I sold to ~~Anne Arundel County~~ COUNTY COMMISSIONERS Annapolis, Md. at public auction for the sum of 9 Dollars and 12 Cents, of which — Dollars has been paid as a deposit on the property in 4 Dist. described as Lots 12-13 Blk H. Grande View Park.

and assessed to Frank J. & Anna Pietrzak.

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 15-1947, 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 14 day of Oct. 1946

Thos H. Davis

Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 14th day of October, 1946, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Thomas H. Davis, 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,

Katherine H. McCutchan

Notary Public.

My Commission Expires May 5, 1949

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate.

vs.

HOWARD HARVEY c/o Frank W. Harvey
7330 German Hill Road,
Baltimore 22, Maryland.
EPHRIAM D. and MINNIE E. GARVER
Annapolis, Junction, Maryland.
BENNIE and BEATRICE PEAY
809 George Street, Baltimore, Maryland.
WILLIAM S. and GRACE S. WARD
Lower Malboro, Maryland (Calvert Co.)
JOHN W. and ELIZABETH V. JENKINS
608 5th St., N.W., Washington, D.C.
WARREN SMADBECK
1710 - 56th St., New York, N.Y.
CHARLES E. and ANNIE C. COFFMAN
Lantz Mills, Virginia
JOHN F. SJOBLOM
1424 Towson St., Baltimore, Maryland.
EDGAR M. and RUTH A. USSERY
705 W. Lombard St., Baltimore, Md.
ALBERT G. and MAMIE E. PHILLIPS
c/o Ralph Pulver, Weirton, W. Va.
LEE WALTER and HELEN IRENE EDWARDS
2004 Rockrode Ave., Baltimore, Md.
JOSEPH J. and GENEVIA M. MALTROTTI
1332 Weldon Ave., Baltimore, Maryland.
LINA TSCHANTRI
25 N. Liberty St., Baltimore, Md.
FRANK J. PIETRZAK and ANNA DOMBROWSKI
17 N. Port St., Baltimore, Maryland.
AND ALL PERSONS 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. 9530 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 certain lot of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lot No. 12 as per Blat entitled,"Stryker and Harvey's Land" said plat being recorded amonng the Land Records of Anne Arundel County in Liber F.S.R. No. 34, folio 328.

2. All that certain lot of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lot No. 217 as shown on the Plat of Centralia (now Annapolis Junction) which plat is recorded among the Land Records of Anne Arundel County in Liber S.H. No. 1, folio 536.

3. All that certain lot of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lot No. 12B as shown on a Plat of Batob Chapel, recorded among the Land Records of Anne Arundel County in Cabinet No. 1, Rod A9, Plat #8.

4. All those certain lots of ground situate in the Fifth Election District of Anne Arundel County described as follows: Lots Nos. 57 and 58 in Block C as designated on the Plat of Crystal Springs Park, which plat id recorded among the Plat Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 21.

5. All that certain lot of ground situate in the Seventh Election District of Anne Arundel County described as follows: Lot No. 31 in Block 42, Section B, as shown on a plat of Avalon Shores recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod A-5, Plat 11.

6. All those certain lots of ground situate in the First Election District of Anne Arundel County described as follows: Lots Nos. 128 and 129 as shown on a Plat of Woodland Beach, Sheet #1. which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod Y, Plat 6.

7. All those certain lots of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lots Nos. 167 and 168 in Block D as shown on the plat of Holladay Park, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 67.

8. All that certain lot of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lot No. 52 in Block F as shown on the Plat of Holladay Park, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 67.

9. All that certain lot of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lot No. 82M, Maple Avenue, as shown on the Plat of Champion Forest, which plat is recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 5, folio 32 (Cabinet 1, Rod A-9, Plat 5.).

10. All those certain lots of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lots Nos. 3 and 4 in Block R as designated on a Plat of Grande View Park recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 65.

11. All those certain lots of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lots Nos. 1 and 2 in Block B as designated on a Plat of Grande View Park, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 65.

12. All those certain lots of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lots Nos. 14, 15 and 16 in Block W as designated on the Plat of Grande View Park recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 65.

13. All those certain lots of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lots Nos. 30, 31 and 32 in Block W as designated on a plat of Grande View Park recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 65.

14. All those certain lots of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lots Nos. 12 and 13 in Block W as designated on the Plat of Grande View Park recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 65.

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 28" day of September, 1948, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four (4) successive weeks, warning all persons interested in the said properties to be and appear in this Court by the 3" day of December, 1948,

and redeem the property and answer the bill, 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.

John H. Hopkins, 3rd. Clerk.

22

October 12, 1948
2004 Rockrose Avenue
Baltimore 11, Maryland

No. 9530 Equity

County Commissioners
Anne Arundel County
Annapolis, Maryland

Attention: Mr. Weems R. Duvall, Pres.

Gentlemen:

Under date of October 1, 1948 I received by registered mail a Bill of Complaint from the Commissioners of Anne Arundel County.

If I understand this complaint correctly, you have sold the two lots on a Plat of Grande View Park for taxes due. If this is correct I should like to redeem my property, as I was never forwarded any sort of bill for the taxes nor was I advised they were up for sale.

Certificate #1204 referring to these two plots states the amount due on date of sale was Seven Dollars and Eighty-four Cents, ($7.84). Am I to understand this is the amount now due the County Commissioners or has the amount increased as of this date.

I would appreciate hearing from you in regard to this matter, as I do not want to loose possession of this land. Please forward me a bill, and to whom I shall make check payable.

Your prompt reply will be greatly appreciated.

Yours very truly,

Helen Edwards

(Mrs.) Helen Edwards

Presiding Judge
cc- To the Circuit Court
Anne Arundel County

Filed Oct. 13, 1948.

23

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate,	:	IN
	:	THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
HOWARD HARVEY, et al.	:	No. 9530 Equity

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

Filed Dec. 3, 1948.

PETITION FOR REDEMPTION

To the Honorable, the Judges of said Court:

Your petitioners, Albert G. and Mamie E. Phillips, defendant in this cause, by John H. Hopkins, IV, their attorney, respectfully represents:

1. That they are the owners of record of the property described in Tax Sale Certificate No. 1210 filed in this cause.

2. That they desire to redeem the said property in accordance with the provisions of Article 81, Sections 89-C and 89-D of the Annotated Code of Maryland.

3. That they have conferred with the counsel for the plaintiff in these proceedings and he has submitted the following itemized costs and expenses in connection with the Tax Sale and the proceedings to foreclose the equity of redemption of the said property.

To the Collector of Taxes for the County of Anne Arundel and the State of Maryland.

Amount due on date of sale, plus interest	$11.29
Taxes due for years 1947 and 1948, plus interest	2.21
Total	$13.50

To the plaintiff, reimbursement for expenses in foreclosure of equity of redemption proceedings.

Fee for title search	$10.00
Pro-rata share of cost of mimeographing	.72
" " " " " " Order of publication	6.67
" " " " Court Costs	5.80
Registry fee, notice to defendants	.30
Notary fee	.50
Total	$23.99

4. That they are willing to pay such charges and expenses necessary to redeem said property and have deposited with their attorney the sums necessary to pay such charges and expenses.

Wherefore your petitioners pray the Court to fix the amount necessary for such redemption accordingly.

And as in duty bound, etc.

John S. Hopkins III
Attorney for Petitioners

Filed Dec. 3" 1948

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
vs.	:	No. 9530 EQUITY
HOWARD HARVEY, et al.	:	

: :

CONSENT OF PLAINTIFF

The plaintiff, by its attorney, Albert J. Goodman, having been advised of the foregoing petition, hereby consents to the Order of Court fixing the amount necessary for redemption in accordance with said petition.

Albert J. Goodman
Attorney for Plaintiff

ORDER OF COURT

Upon the foregoing petition and consent, it is this 6th day of December, 1948, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amount necessary to be paid for redemption of the property mentioned in said petition is hereby fixed at Thirty-seven Dollars and Forty-nine Cents($37.49).

Benjamin Michaelson
Judge

Filed Dec. 6" 1948.

26

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate :

vs. :

HOWARD HARVEY, et al. :

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

No. 9530 EQUITY

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

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

The County Commissioners of Anne Arundel County, a body corporate, by Weems R. Duvall, President, the Plaintiff herein, does hereby certify that on the 29th day of September, 1948, it caused a copy of the Bill of Complaint in the above entitled cause to be mailed by Registered Mail, Return Receipt Requested, to each of the Defendants in this cause at their last known Post Office addresses, according to the records of the Bureau of Assessments of Anne Arundel County.

It further certifies that the returns from the aforementioned Registered Letters were as follows:

(1) The return receipt for the letter addressed to Howard Harvey, c/o Frank W. Harvey, 7330 German Hill Road, Baltimore 22, Maryland, was returned signed Frank Harvey by Lyndall Harvey on September 30, 1948.

(2) The Letter addressed to Ephriam D. & Minnie E. Garver, Annapolis Junction, Maryland, was returned, marked "Both Deceased".

(3) The Letter addressed to Bennie and Beatrice Peay, 809 George Street, Baltimore, Maryland, was returned, marked "Refused by Beatrice Peay".

(4) The return receipt for the letter addressed to William S. & Grace S. Ward, Lower Malboro, Maryland, was returned signed, William S. & Grace S. Ward by Mrs. W. Geo. Ward, on September 30, 1948.

(5) The Letter addressed to John W. and Elizabeth V. Jenkins at 608 - 5th Street, N.W., Washington, D. C. was returned on October 13, 1948, marked, "Unknown" and "Unclaimed".

Filed Dec. 23 - 1948.

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(6) The Letter addressed to Warren Smadbeck at 1710 - 56th Street, New York, N.Y., was returned on October 13, 1948, marked, "Not found as addressed".

(7) The return receipt for the letter addressed to Charles E. and Annie C. Coffman, Lantz Mills, Virginia, was returned signed, "Charles E. & Annie C. Coffman" by Russell L. Duelley on September 30, 1948.

(8) The Letter addressed to John F. Sjoblom at 1424 Towson Street, Baltimore, Maryland, was returned, marked "Deceased".

(9) The return receipt for the letter addressed to Edgar M. and Ruth A. Ussery, 705 W. Lombard Street, Baltimore, Maryland, was returned signed, "Edgar M. Ussery" by Ruth Ussery on October 6, 1948.

(10) On or about December 6, 1948, Albert G. and Mamie E. Phillips, redeemed the property assessed to them and described in Tax Sale Certificate No. 1210.

(11) The return receipt for the Letter addressed to Lee Walter and Irene Edwards at 2004 Rockrode Avenue, Baltimore, Maryland, was returned, signed, "Mrs Helen Edwards" by Jean Collins, on October 1, 1948. Your affiant further certifies that Mrs. Helen Irene Edwards wrote your affiant relative to redeeming her property and your affiant advised her as to the approximate sum necessary to be paid by her to redeem her property. Since that time your affiant has not heard from the said Mrs. Edwards and she has not filed a petition in this Court for redemption of the said property.

(12) The return receipt for the letter addressed to Joseph J. and Genevieve M. Maltrotti at 1332 Weldon Avenue, Baltimore, Maryland, was returned signed, "Joseph J. & Genevieve M. Maltrotti" by Annette M. Picenardi on October 2, 1948.

(13) The return receipt for the letter addressed to Lina Tschantri, 25 N. Liberty Street, Baltimore, Maryland, was returned signed "Lina Tschantri", by A. J. Tschantri on September 30, 1948.

(14) The return receipt for the letter addressed to Frank J. Pietrzak and Anna Dombrowski at 17 N. Port Street, Baltimore, Maryland, was returned, signed "Frank Pietrzak" by Mrs. Pietrzak on November 1, 1948.

It further certifies that it does not have any other addresses for the said Defendants whose letters were not delivered, nor does it know the names or addresses of the heirs of the Defendants who may be deceased, nor has it any way of ascertaining same.

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate.

Attest: R. Harry Arnold
Clerk

By: Wiemer R. Duvall
President - Plaintiff

Subscribed and sworn to before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, this 21st day of December, 1948.

Witness my hand and Notarial Seal.

Katharine H. McCutchan
Notary Public

29

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 9530 Equity

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate.

vs.

HOWARD HARVEY c/o FRANK W HARVEY 7330 German Hill Road, Baltimore 22, Maryland. EPHRIAM D. and MINNIE E. GARVER Annapolis Junction, Maryland. BENNIE and BEATRICE PEAY 809 George Street, Baltimore, Maryland. WILLIAM S. and GRACE S. WARD Lower Malboro, Maryland (Calvert Co.). JOHN W. and ELIZABETH V. JENKINS 608 5th St., N. W., Washington, D. C. WARREN SMADBECK 1710 - 56th St., New York, N. Y. CHARLES E. and ANNIE C. COFFMAN Lantz Mills, Virginia. JOHN F. SJOELOM 1424 Towson St., Baltimore, Maryland. EDGAR M. and RUTH A. USSERY 705 W. Lombard St., Baltimore, Md. ALBERT G. and MAMIE E. PHILLIPS c/o Ralph Bulver, Weirton, W. Va. LEE WALTER and HELEN IRENE EDWARDS 2004 Rockrode Ave., Baltimore, Md. JOSEPH J. and GENEVIA M. MALTROTTI 1332 Weldon Ave., Baltimore, Maryland. LINA TSCHANTRI 25 N. Liberty St., Baltimore, Md. FRANK J. PIETRZAK and ANNA DOMBROWSKI 17 N. Port St., Baltimore, Maryland. AND ALL PERSONS having or claiming to have any interest in any of the properties described hereafter in this Order of Publication.

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 certain lot of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lot No. 13 as per Plat entitled, "Stryker and Harvey's Land," said plat being recorde among the Land Records of Anne Arundel County in Liber E.S.R. No. 34, folio 328.

2. All that certain lot of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lot No. 217 as shown on the Plot of Centralia (now Annapolis Junction) which plat is recorded among the Land Records of Anne Arundel County in Liber S.H. No. 1, folio 536.

3. All that certain lot of ground situate in the Fourth Election district of Anne Arundel County described as follows: Lot No. 12B as shown on a Plat of Botob Chapel, recorded among the Land Records of Anne Arundel County in Cabinet No. 1, Rod A9, Plat No. 8.

4. All those certain lots of ground situate in the Fifth Election District of Anne Arundel County described as follows: Lots Nos. 57 and 58 in Block C as designated on the Plat is recorded among the Plat Records of Crystal Springs Park, which plat of Anne Arundel County in Plot Book W.M.B. No. 1, folio 21.

5. All that certain lot of ground situate in the Seventh Election District of Anne Arundel County described as follows: Lot No. 31 in Block 42, Section B, as shown on a plat of Avalon Shores recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod A-5, Plat 11.

6. All those certain lots of ground situate in the First Election District of Anne Arundel County described as follows: Lots Nos. 128 and 129 as shown on a Plot of Woodland Beach, Sheet No. 1, which Plot is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod Y, Plat 6.

BOOK 155 PAGE 204

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. November 4, 19 48

We hereby certify, that the annexed

Order of Publication

Eq. # 9530

J. Howard Harvey

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of December, 19 48. The first insertion being made the 30th day of September, 19 48.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Braun

Filed Dec. 3" 1948

7. All those certain lots of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lots Nos. 167 and 168 in Block D as shown on the plat of Holladay Park, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 67.

8. All that certain lot of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lot No. 52 in Block F as shown on the Plat of Holladay Park, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 67.

9. All that certain lot of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lot No. 82M, Maple Avenue, as shown on the Plat of Champion Forest, which plat is recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 5, folio 32 (Cabinet 1, Rod A-9, Plat 5.).

10. All tose certain lots of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lots Nos. 3 and 4 in Block R as designated on a Plat of Grande View Park recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 65.

11. All those certain lots of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lots Nos. 1 and 2 in Block E as designated on a Plat of Grande View Park, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 65.

12. All those certain lots of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lots 14, 15 and 16 in the Plat Records of Anne Arundel Block W as designated on the Plat of Grande View Park recorded among County in Plat Book W.N.W. No. 2, folio 65.

13. All those certain lots of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lots Nos. 30, 31 and 32 in Block W as designated on a plat of Grande View Park recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 65.

14. All those certain lots of ground situate in the Fourth Election District of Anne Arundel County described as follows: Lots Nos. 12 and 13 in Block W as designated on the Plat of Grande View Park recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 65.

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 28th day of September, 1948, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four (4) successive weeks said properties to be and appear in warning all persons interested in the this Court by the 3rd. day of December, 1948, and redeem the property and answer the bill, 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.

JOHN H. HOPKINS, 3rd. Clerk

True Copy, Test:

JOHN H. HOPKINS, 3rd. Clerk.

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BOOK 155 PAGE 206

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate	:	
	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
	:	No. 9530 EQUITY
HOWARD HARVEY, et al	:	

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

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the ORDER OF PUBLICATION heretofore issued therein has been duly published in the Maryland Gazette, a newspaper printed and published in Annapolis, Anne Arundel County, Maryland, and the Defendants, excepting Albert G. and Mamie E. Phillips, having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them.

It is thereupon, this 30th day of December, 1948, 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 the said Defendants who failed to answer said Bill of Complaint.

James C Clark
Judge

Filed Dec. 30" 1948.

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BOOK 155 PAGE 207

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate,	:	In
	:	THE CIRCUIT COURT
vs.	:	For
	:	ANNE ARUNDEL COUNTY
HOWARD HARVEY, ET AL.	:	No. 9530 Equity

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

FINAL 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 Sections 89-I to 90-P of Article 81 of the Annotated Code of Maryland (1943 Supplement),

It is, thereupon, this 2nd day of February, 1949, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Defendants, or of anyone claiming by, through or under them, in and to the property described in this proceeding as having been sold by the Treasurer of Anne Arundel County to the Plaintiff on the 14th day of October, 1946, for the non-payment of taxes, be and the same are hereby barred and foreclosed; saving and excepting the property of the Defendants, Albert G. Phillips and Mamie E. Phillips, which were redeemed by them as provided by law.

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

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

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

Isaac B. Cook

Judge

Filed Feby. 3rd 1949.

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BOOK 155 PAGE 208

In the Matter of the	: No. 16,204	Equity
Mortgaged Real Estate of	:	In the Circuit Court
Joseph E. Mullen and	:	for
Lottie A. Mullen, his wife	:	Anne Arundel County
	:	

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

FILED

1964 MAR 10 AM 10:56

305021

BOOK 155 PAGE 209

BOOK 1475 PAGE 430

Equity No. 16,304

Purchase Money

This Mortgage,

made this 11th day of May in the year one thousand nine hundred and sixty-one, between JOSEPH E. MULLEN and LOTTIE A. MULLEN, his wife of Anne Arundel County in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

2 7001

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

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

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

By the payment of ONE HUNDRED FIFTEEN DOLLARS ----------($115.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

KNOWN AND DESIGNATED as Lots Nos. 13 and 14, Block H, in the subdivision of land known as Selby on the Bay according to a plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 7, Folio 42.

BEING the same property conveyed unto the within-named Mortgagors by Barbara Manglier Perkins, et al, by deed dated May 8, 1961. intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1961 MAR 10 AM 10:56

I

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Pauline M. Bozman

Joseph E. Mullen ..... (SEAL)
Joseph E, Mullen

Lottie A. Mullen ..... (SEAL)
Lottie A. Mullen

..... (SEAL)

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BOOK 155 PAGE 212

BOOK 1475 PAGE 433

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 11th day of May,

in the year one thousand, nine hundred and sixty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Joseph E. Mullen and Lottie A. Mullen, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared WILMER M. JOHNSON, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

1100 Lawrence M. Bozman
NOTARY PUBLIC

My Commission expires 5/6/63

Rec'd for record May 17, 1961, at 9:10 A.M.
Mailed to Wm. W. Townshend, Jr.

3

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

2

MORTGAGE

FROM

JOSEPH E. MULLEN and
LOTTIE A. MULLEN, his wife

TO

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

2671

Received for record ..... 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber ..... No. ..... folio ..... &c. one of the Land Records of Anne Arundel County ..... and examined per ..... Clerk.
Cost of Record $ 11.00

BOOK 155 PAGE 213

In the Matter of the	: No. 16,204	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Joseph E. Mullen and	: for	
Lottie A. Mullen, his wife	: Anne Arundel County	
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Joseph E. Mullen and Lottie A. Mullen, his wife, to Loyola Federal Savings and Loan Association (formerly United Federal) dated May 11th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1475, Folio 430.		$16,000.00
Total amount paid on account of principal	$1,108.51	
Credit - Expense Account	94.18	
		1,202.69
		$14,797.31
Plus Interest to March 30, 1964		521.19
Amount of Mortgage Indebtedness.		$15,318.50

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of March 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and acknowledged the aforegoing Statement of Mortgage Claim to be true and bona fide as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew
Notary Public

FILED

1964 MAR 10 AM 10:56

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BOOK 155 PAGE 214

Equity No. 16,304

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 2nd day of March, 19 64, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in Mortgage from Joseph E. Mullen and Lottie A. Mullen, his wife, to Loyola Federal Savings and Loan Association (formerly United Federal)

plaintiff, in the above entitled cause, and made oath, in due form of law, that to the best of his knowledge that defendants

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

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 2nd day of March, 1964.

DOROTHY P. McNEW NOTARIAL SEAL PUBLIC ANNE ARUNDEL CO., MD.

Notarial Seal

Dorothy P. McNew

Dorothy P. McNew, *Notary Public*

My Commission will expire on:

May 3rd, 1965

Filed,

FILED

1964 MAR 10 AM 10:53

1

BOOK 155 PAGE 215 Equity No. 16,204

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

ANNAPOLIS, MARYLAND

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

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Joseph E. Mullen and Lottie A. Mullen, his wife, dated May 11th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1475, Folio 430, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises, on

MONDAY, MARCH 30th, 1964

at 11:00 o'clock A.M.

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

KNOWN AND DESIGNATED as Lots Nos. 13 and 14, Block H, in the subdivision of land known as Selby on the Bay according to a plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 7, Folio 42.

BEING the same property conveyed unto Joseph E. Mullen and Lottie A. Mullen, his wife, by Barbara Manglier Perkins, et al, by deed dated May 8, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1475, Folio 427.

The above property is improved by a one story, frame dwelling with double car garage and modern conveniences.

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

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1964 MAR 10 AM 10:56

adjusted to date of sale.

For further particulars, apply to:

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

Robert H. Campbell

- -

The Maryland Gazette - March 5th, 12th, 19th and 26th, 1964

Please send twenty-five handbills.

9

The Pennsylvania Insurance Company

A STOCK COMPANY

BOOK 155 PAGE 217

LIBER 12 PAGE 365

16,204 Equity

BOND NO. 47 52 56

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

SEALED WITH OUR SEALS AND DATED this 25th day of March, 1964.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Joseph E. Mullen and Lottie A. Mullen, his wife, to the Loyola Federal Savings and Loan Association, bearing date on or about the 11th day of May, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1475, Folio 430, the said William W. Townshend, Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

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

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

WITNESS AS TO PRINCIPAL:

Dorothy P. McDew

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

Witness as to Surety:

Rosalie Paris

THE PENNSYLVANIA INSURANCE COMPANY

Ralph G. Viehmann Jr.

Bond approved this 26th day of March, 1964

Louis N. Phipps, Clerk

10

Form 24 S831

8-61

WILLIAM W. TOWNSHEND, JR., Attorney
Towns-Worth Building
South St.
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Joseph E. Mullen and Lottie A. Mullen, his wife, dated May 11th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1475, Folio 430, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises, on

Mon., March 30, 1964 at 11:00 O'Clock A.M.

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

KNOWN AND DESIGNATED as Lots Nos. 13 and 14, Block H, in the subdivision of land known as Selby on the Bay according to a plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 7, Folio 42.

BEING the same property conveyed unto Joseph E. Mullen and Lottie A. Mullen, his wife, by Barbara Manglier Perkins, et al, by deed dated May 8, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1475, Folio 427.

11 No.

The above property is improved by a one story, frame dwelling with double car garage and modern conveniences.

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

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Bldg., South St.
Annapolis, Maryland
ROBERT H. CAMPBELL
Auctioneer

M-26

16 2 04

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 218

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1964

We hereby certify, that the annexed Attorney's Sale

Joseph E. Mullen

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of March, 1964. The first insertion being made the 5th day of March, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

1964 MAR 30 PM 4:22

By H. Tilghman

ROBERT H. CAMPBELL - - - - Auctioneer

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

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Joseph E. Mullen and Lottie A. Mullen, his wife, dated May 11th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1475, Folio 430, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises, on

Monday, March 30, 1964

AT 11:00 O'CLOCK A.M.

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

KNOWN AND DESIGNATED as Lots Nos. 13 and 14, Block H, in the subdivision of land known as Selby on the Bay according to a plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 7, Folio 42.

BEING the same property conveyed unto Joseph E. Mullen and Lottie A. Mullen, his wife, by Barbara Manglier Perkins, et al, by deed dated May 8, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1475, Folio 427.

The above property is improved by a one story, frame dwelling with double car garage and modern conveniences.

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

For further particulars, apply to:

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

FILED

1964 APR -2 AM 11:17

41

Annapolis, Maryland
March 30, 1964

I hereby certify that I have this 30th day of March 1964, sold the property described on the reverse hereof unto **Claude L. Dixon and Hattie M. Dixon, his wife**
at and for the sum of **THIRTEEN THOUSAND THREE HUNDRED DOLLARS ($13,300.00)**
being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this 30th day of March 1964 purchased from William W. Townshend, Jr., the property described on the reverse hereof, at and for the sum of **THIRTEEN THOUSAND THREE HUNDRED DOLLARS ($13,300.00)**
and I/we hereby agree to comply with the terms of sale.

Claude L. Dixon

Hattie M. Dixon

FILED
1964 APR -2 AM 11:17

13

BOOK 155 PAGE 221

In the Matter of the	: No. 16,204	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Joseph E. Mullen and	: for	
Lottie A. Mullen, his wife	: Anne Arundel County	
	:	
	:	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify that on this 30th day of March, 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Claude L. Dixon and Hattie M. Dixon, his wife the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) they were not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) they had not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

William W. Townshend, Jr.

Claude L. Dixon (SEAL)

Hattie M. Dixon (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

FILED

1964 APR -2 AM 11:17

14

BOOK 155 PAGE 222

In the Matter of the	: No. 16,204	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Joseph E. Mullen and	: for	
Lottie A. Mullen, his wife	: Anne Arundel County	
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from Joseph E. Mullen and Lottie A. Mullen, his wife, dated May 11th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1475, Folio 430, said William W. Townshend, Jr., Attorney named in aforesaid mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given the notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Monday, March 30, 1964, at 11:00 o'clock A.M., and then and there sold the said property to Claude L. Dixon and Hattie M. Dixon, his wife, at and for the sum of THIRTEEN THOUSAND THREE HUNDRED DOLLARS ($13,300.00), being at that figure the highest bidders therefor, said property described as follows:

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

FILED

1964 APR -2 AM 11:17

15

KNOWN AND DESIGNATED as Lots Nos. 13 and 14, Block H, in the subdivision of land known as Selby on the Bay according to a plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 7, Folio 42.

BEING the same property conveyed unto Joseph E. Mullen and Lottie A. Mullen, his wife, by Barbara Manglier Perkins, et al, by deed dated May 8, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1475, Folio 427.

AND the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of sale and has also required the Purchasers' Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit will be required of $1,500.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 30th day of March, 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

16

ORDER NISI

In the Matter of the Mortgaged Real Estate of Joseph E. Mullen and Lottie A. Mullen, his wife

versus

BOOK 155 PAGE 224

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,204 Equity

Ordered, this 2nd day of April, 1964, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $13,300.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

William W. Townshend, Jr., Atty. For the Maryland Gazette (Apr. 9th Edition)

(Final Order)

In the Matter of the Mortgaged Real Estate of Joseph E. Mullen and Lottie A. Mullen, his wife

versus

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 Sachse, JUDGE.

FILED

1964 MAY 13 AM 9:39

17

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,204 Equity

In the Matter of the Mortgaged Real Estate of
JOSEPH E. MULLEN and
LOTTIE A. MULLEN, his wife

Ordered, this 2nd day of April 1964, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, one in each of three successive weeks before the 11th day of May next.

The report states that the amount of sale was $13,300.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-30

OFFICE O'

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 225

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 2, 1964

We hereby certify, that the annexed Order Nisi Sale Eq. 16,204 Joseph E. Mullen

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

THE CAPITAL-GAZETTE PRESS, INC.

18 No. M. G. 6461 1964 MAY -4 AM 10:56

By H. Telgkamp

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
JOSEPH E. MULLEN and LOTTIE A. MULLEN, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,204 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 26 PM 2:20

All of which is respectfully submitted.

May 26, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 11th 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: Alice E. Jankowski deputy

FILED
1964 JUN 11 PM 1:01

19

50

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOSEPH E. MULLEN and LOTTIE A. MULLEN, his wife

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

					Cr.	
1964, March 30						
Proceeds of sale	13,300	00				
Interest on deferred payment of $11,800.00 from						
3/30/64 to 5/12/64	74	61	13,374	61		
					13,374	61
To Attorney for fee, viz:	100	00				
To Attorney for commissions, viz:	431	24	531	24		
To Attorney for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	28	00				
Auditor - stating this account	22	50	60	50		
To Attorney for expenses, viz:						
Capital Gazette Press - advertising sale	77	00				
Capital Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	18	03				
Robert H. Campbell - auctioneers fee	45	00				
Pennsylvania Ins. Co. - bond premium	64	00				
One-half cost documentary stamps	22	28				
1964 County & State taxes, adjusted						
1/1/64 to 3/30/64 (214.88)	53	70				
Dorothy P. McNew - notary fees	1	50	296	51		
To Loyola Federal Savings & Loan Association, this						
balance on account of claim filed	12,486	36	12,486	36		
					13,374	61

Amount of Mortgage claim filed	15,318	50
Interest on principal balance of $14,797.31		
from 3/30/64 to 6/11/64 - 73 days @ 6%	177	59
	15,496	09
Cr. - amount allowed above	12,486	36
Balance subject to Decree in Personam	3,009	73

BOOK 155 PAGE 229

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

Case No. .....

Filed .....

THOMAS A. SMITH COMPANY,
a Maryland Corporation, Assignee,

vs.

MERRITT P. DONOVAN and JACQUELYN L. DONOVAN, his Wife,
P. O. Box 227-B, Annapolis, Maryland
(Epping Forest, Route #1)- Epping Way -

IN THE

Circuit Court ~~No. 3~~

—OF—

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 19th day of August, A.D. 1960, the defendants executed and delivered to Baltimore Federal Savings and Loan Association, a body Corporate, a mortgage upon certain fee simple property in Anne Arundel County, Maryland, Second Election District, ~~the City of Baltimore~~, therein described, to secure the payment of the mortgage debt of $ 12,500.00-------and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any convenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That for value said mentioned Mortgage above was, on January 17, 1962, short-assigned to Thomas A. Smith Company, a body Corporate, the above-named Assignee and Plaintiff, which was recorded among the Land Records of Anne Arundel County, on February 19, 1962, in Liber GTC 1462, folio 482; all of which will appear from the Short Assignment of said Mortgage (appearing on the aforementioned Mortgage as filed herein as Petitioner's Exhibit No. 1), filed herewith as a Part of this Petition, marked Petitioner's Exhibit No. 2.

That default has occurred and continued for several months, at least, and for a longer period, as well, in the terms, covenants and provisions of the aforementioned 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.

NATHAN PATZ, Attorney-at-Law
2110 Mathieson Building, Balto.2,Md.
Attorney for Plaintiff
Telephone: MUlberry 5-6666

FILED
1963 MAR -6 PM 3:15

BOOK 155 PAGE 230

BOOK 1416 PAGE 479

City and County Form.

This Mortgage, Made this 19th day of August, in the year one thousand, nine hundred and Sixty, between MERRITT P. DONOVAN and JACQUELYN L. DONOVAN, his wife of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of TWELVE THOUSAND FIVE HUNDRED and 00/100ths ($12,500.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of 5% for six months and 13 days to be paid on March 1st, 1961 and thereafter at the rate of 6% per annum in the manner following:

By the payment of Eighty-nine and 56/100ths ($89.56) Dollars, commencing on the first day of March, 1961, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

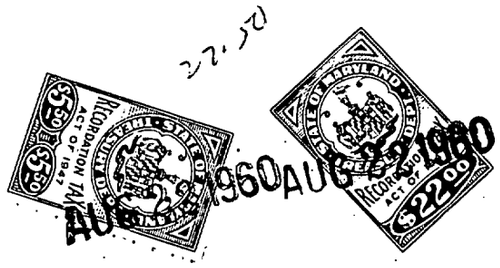
The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

BEING known and designated as Lots Nos. 50, 51, 52, and 53, in Block 40, as designated and shown on the plat entitled "Map of Epping Forest Section A" dated June 18, 1926, by Edward H. Coulson, Engineer, and now recorded among the Plat Records of Anne Arundel County in Plat Book 1, folio 39.

BEING the same lot of ground which by Deed and Release dated February 23, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1374 folio 286 was granted and conveyed by James A. Dunleavy and Virginia M. Dunleavy, his wife unto the within named Mortgagors.

27.50



FILED

1963 MAR -6 PM 3:15

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the foregoing mortgage and the debt thereby secured without recourse, representation or warranty to Thomas A. Smith Company this 17th day of January 19 62

as witness the signature of the said body corporate by the hand of Eugene K. Reilly its Vice President and its Corporate seal hereto affixed.

ATTEST

Robert W. Potter
Assistant Secretary

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

By Eugene K. Reilly
Eugene K. Reilly, Vice-President

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

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

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

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

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

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

thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment; (11) that it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums on the first day of each month, as part of the regular monthly payment, by payment of a sum equal to one-twelfth (1/12) of such annual mortgage guaranty insurance premium in acordance with the provisions of (1) of the aforegoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor hereby agrees to repay the Mortgagee for such amount so advanced by the Mortgagee for such single premium.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of....250.00.....Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

WITNESS:

Merritt P. Donovan (SEAL)
Merritt P. Donovan

(SEAL)

C. Rider Brandau Jr (SEAL)
Jacquelyn L. Donovan

C. RIDER BRANDAU, JR

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT: BOOK 1416 PAGE 482

On this 19th day of August, 19 60, before me, a Notary Public of said State, personally appeared MERRITT P. DONOVAN and JACQUELYN L. DONOVAN, his wife

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that the y executed the same for the purposes therein contained,

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

AS WITNESS my hand and Notarial Seal.

900 C. Rider Brandau Jr
Notary Public

C. RIDER BRANDAU, JR.

My commission expires May 1, 1961

C. RIDER BRANDAU, JR. NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Aug. 22, 1960 at 9:49 A.M.
Mailed to The Colonial Title Guarantee Co.

Application No. 53862

Written by med

Approved by FC Examiner

Ready for Record B

5-27.50

ANNE ARUNDEL COUNTY

CL-5217

MORTGAGE

FROM

MERRITT P. DONOVAN and

JACQUELYN L. DONOVAN, his wife

TO

BALTIMORE FEDERAL SAVINGS

AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 19

at o'clock M. Same day recorded in

Liber No. Folio etc.,

one of the Land Records of

and examined per

, Clerk

Cost of Record, $ 900

RECEIVED FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1960 AUG 22 AM 8:49 & RECORDED IN LIBER GTC NO. 1416 FOLIO 472 GEO. T. CROMWELL, CLERK

2.50 CALLAHAN AND CALWELL

ATTORNEYS AT LAW

BALTIMORE FEDERAL BUILDING

FAYETTE AND ST. PAUL STREETS

BALTIMORE 2, MD.

THE COLONIAL TITLE GUARANTEE COMPANY

FORM 105 11-59 OF BALTIMORE FEDERAL BUILDING

ST. PAUL STREETS

BALTIMORE 2, MARYLAND

ANNE ARUNDEL COUNTY

SHORT ASSIGNMENT

OF MORTGAGE

FROM

BALTIMORE FEDERAL SAVINGS AND LOAN

ASSOCIATION

TO

THOMAS A. SMITH COMPANY

BLOCK

Received for Record

at o'clock M. Same day

Recorded in Liber M. L. P. No.

Folio etc., one of the

Records of Baltimore City, and examined.

Per

NATHAN PATZ

ATTORNEY AT LAW

10 LIGHT STREET

BALTIMORE 2, MARYLAND

Clerk.

RECEIVED FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1960 FEB 19 AM 8:51 & RECORDED IN LIBER GTC NO. 1416 FOLIO 482 GEO. T. CROMWELL, CLERK

Pd. 109

PLAINTIFF'S EXHIBIT NO. 1

PLAINTIFF's EXHIBIT NO. 2

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

THOMAS A. SMITH COMPANY, Assignee

VS.

MERRITT P. DONOVAN and JACQUELYN L. DONOVAN, his Wife,

ORIGINAL MORTGAGE AND ASSIGNMENT AS PL.'S. EXHIBITS NOS. 1 and 2.

MR. CLERK:

Please file.

Nathan Patz, Attorney for Assignee.

BOOK 155 PAGE 233

BOOK 155 PAGE 234

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 5th day of March ,

19 63 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, NATHAN PATZ, Attorney and Agent for THOMAS A. SMITH COMPANY, Assignee, Petitioner, and the

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

MERRITT P. DONOVAN and JACQUELY L. DONOVAN, his Wife, are in Civilian Life, have a personal address in Epping Forest, Second Election District, Anne Arundel County, live therein,

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 5th----- day of March , 19 63 .

Notarial Seal

Helen G. Worley

Helen G. Worley - *Notary Public*

My Commission will expire on:

May 6 , 1963.

Filed,

FILED

1963 MAR -6 PM 3:15

STATEMENT OF MORTGAGE CLAIM

THOMAS A. SMITH COMPANY,
a Maryland corporation, Assignee,

vs.

MERRITT P. DONOVAN and JACQUELYN L. DONOVAN, His Wife,
P. O. Box 227-B, Annapolis, Maryland
(Epping Forest, Route #1) Epping Way

BOOK 155 PAGE 235
DOCKET ..... FOLIO .....
CASE NO. .....
FILED .....

IN THE

CIRCUIT COURT ~~NO. 2~~
FOR
~~BALTIMORE~~
Anne Arundel County
~~BALTIMORE COUNTY~~
IN EQUITY

STATEMENT OF MORTGAGE DEBT

Original Principal of Loan, as advanced by Baltimore Federal Savings and Loan Association		$ 12,500.00
Credited thereon by Baltimore Federal Savings and Loan Association		4,625.00
		$ 7,875.00
Interest accrued on Mortgage Loan to 12/31/61, as collected and charged by Baltimore Federal Savings & Loan Association		$ 798.09
Taxes and Building Association charges paid		$ 60.00
Assignment of Mortgage and Recording		$ 12.00
		$ 8,745.09
Interest from 1/1/62 through 3/31/63		$ 655.89
Fire insurance premium advanced		$ 43.20
		$ 9,444.18
To Interest on such balance until paid:		$

Respectfully submitted,

Nathan Patz, Attorney
Nathan Patz,
Attorney for Assignee.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 5th day of March in the year nineteen hundred and sixty-three, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared NATHAN PATZ, Attorney and Agent for the Thomas A. Smith Company, Assignee, Petitioner

.....

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,

FILED
1963 MAR -6 PM 3:15

Helen G. Worley
Helen G. Worley -*Notary Public.*

7

BOOK 155 PAGE 236

for Anne Arundel County

Decree in Circuit Court ~~No. 2 of Baltimore City~~

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

CASE No. .....

FILED .....

THOMAS A. SMITH COMPANY,
a Maryland Corporation, Assignee

vs.

MERRITT P. DONOVAN and JACQUELYN L. DONOVAN, his Wife,
P. O. Box 227-B, Annapolis, Maryland
(Epping Forest, Route#1)-Epping Way-

IN THE

Circuit Court ~~No. 2~~

~~BALTIMORE CITY~~
For Anne Arundel County
IN EQUITY

TERM, 19.....

DECREE FOR SALE OF MORTGAGED PREMISES

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

IT IS THEREUPON, this 6th day of March in the year nineteen hundred and sixty-three by the Circuit Court for Anne Arundel County, in Equity, ~~for Baltimore City~~ 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 Nathan Patz 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 $10,000.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months, or all cash as the purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

~~Value of Property $~~

FILED
1963 MAR -6 PM 3:47

Matthew S. Evans
JUDGE

8

BOND NO. 77 17 106

BOOK 155 PAGE 237

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

No. 15,476 Equity

KNOW ALL MEN BY THESE PRESENTS: BOOK 12 PAGE 159

That we, Nathan Patz, 10 Light Street, Baltimore 2, Maryland

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand and 00/100 ($10,000.00) ---------- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 28th day of August in the year of our Lord one thousand nine hundred and sixty-three

WHEREAS, the above bounden Nathan Patz 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 Thomas A. Smith Company

vs:

Merritt P. Donovan and Jacquelyn L. Donovan, h/w

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Nathan Patz

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:

Nathan Patz (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Hilda V. Hunter *As to Surety*

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

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

Bond approved this 5th day of September, 1963

Louis H. Phipps, Clerk

FILED

1963 SEP -5 AM 10:21

9

NATHAN PATZ
Solicitor

Maryland National Bank Building
Baltimore 2, Maryland

Trustee's Sale

Attractive and Valuable Permanent Year Round Residence Fee Simple Property

EPPING FOREST
SEVERN SHORES, INC.
ANNE ARUNDEL COUNTY

Under and by virtue of a Decree of The Circuit Court of Anne Arundel County, the undersigned, Trustee, will sell at public auction, on the premises on

Sept. 17th, 1963,
at 4:00 p.m.

ALL that lot of ground, having a frontage of about 90 feet, on Riordan (or Roydan) Trail and a depth of about 100 feet, with a frontage of about 114 feet on Epping Way, with a cellar and a garage of about 24 feet in width and a depth of about 20 feet, the improvements thereon consisting of a one-story, brick permanently constructed home, with some stone surfacing; the residence having dimensions of approximately 46 feet by 24 feet, more or less. Being known as Lots Nos. 50, 51, 52 and 53 in Block 40 of Epping Forest, Section A, recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, folio 39.

The property has been owner-occupied and is in excellent condition, attractively designed, extremely well located in a very desirable suburban section of Anne Arundel County, nestled amid trees, in a community of substantial homes and stability.

(To reach the property, proceed on Route 3 (the Beltway may be used to reach Route 3) to General's Highway ((Route 178)), proceed on General's Highway for approximately 8 miles to a sign with the legend "Epping Forest," and thence left for approximately two miles, to the property known as the "Donovan" property.

For additional information, please call the undernamed Trustee.)

Terms of Sale: One-third cash, balance in six and twelve months, or all cash as the Purchaser may elect at time of sale, the credit payments to bear interest from the date of sale and to be secured to the satisfaction of the undersigned Trustee.

All expenses, specifically including taxes, and other public dues and charges, if any, to be adjusted to day of the sale.

A deposit of $1500.00 will be required of the Purchaser at the time and place of sale; balance of the purchase money to bear interest from the date of sale. Costs of all documentary stamps and transfer taxes shall be borne by the Purchaser.

NATHAN PATZ,
Trustee
A. J. BILLIG & CO.
Auctioneers.
Member of Auct. Assoc. of Maryland, Inc.

S-16

21-614
15,476

BOOK 155 PAGE 238

OFFICE OF

Evening Capital

Published by The Smith Co

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Merrett

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 16, 1963

We hereby certify, that the annexed

Trustee's Sale
Epping Forest, Severn Shores Inc

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 5 successive weeks before the 17th day of September, 1963. The first insertion being made the 23rd day of August, 1963.

FILED
1963
SEP 16 PM 4:08

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

REPORT OF SALE BOOK 155 PAGE 239

Docket 21-/14 - File No. 15476 A

THOMAS A. SMITH COMPANY,
a Maryland Corporation, Assignee

vs.

MERRITT P. DONOVAN and JACQUELYN L. DONOVAN, his Wife,

IN THE

CIRCUIT COURT

FOR

~~XXXXXX~~

~~XXXXXXXXXXXXXXXXX~~

ANNE ARUNDEL COUNTY
In Equity

No. 15,476 Equity

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

The Report of Sale of Nathan Patz,

Trustee appointed by the decree in the above entitled cause, to make sale of

the fee simple property (residence located in Epping Forest)

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, published daily in Annapolis, Anne Arundel County, Maryland, ----- a copy of the insertion appearing therein on Friday, September 13, 1963 being attached hereto as Report of Sale Exhibit A, (and also in The Sunday Sun, (a photostatic copy of which is attached hereto as Report of Sale Exhibit B) a ~~daily~~ newspaper published in Baltimore City) for more than three successive weeks preceding the day of sale, said Trustee , Nathan Patz, did pursuant to said notice on Tuesday the 17th day of September 1963 at 4:00 o'clock P. M. attend on the premises and then and there sold the fee simple property, described in these proceedings and known as Lots Nos. 50, 51, 52 and 53 in Block 40 of Epping Forest, Section A, recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, Folio 39, as referred to and described in the attached newspaper advertisement, Exhibit A, to:

JAMES A. DUNLEAVY, 1811 Biltmore Street, Washington 9, D. C.----------;

at and for the price of SEVENTEEN THOUSAND ($17,000.00) DOLLARS.
Said above-named Purchaser being the highest bidder therefor at said Public Auction Sale. There is attached hereto the Auctioneer's (A. J. Billig & Co.,) Certificate that the above auction sale was fairly made andthat said reported Purchaser was the highest bidder therefore at the price of $17,000.00 in accordance with the Advertisement; appended to such Auctioneer's Certificate is the Purchaser's Agreement to comply with the aforesaid terms of such Sale.

Respectfully submitted:

Nathan Patz, Trustee herein

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 of Baltimore aforesaid, personally appeared Nathan Patz,

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,

Mary L. Sidler

Mary L. Sidler *Notary Public.*

FILED

1963 SEP 19 PM 12:25

THOMAS A. SMITH COMPANY,

vs.

MERRITT P. DONOVAN and Wife

REPORT OF SALE

EXHIBIT A

THE EVENING CAPITAL
Friday, 9/13/63

NATHAN PATZ
Solicitor

Maryland National Bank Building
Baltimore 2, Maryland

Trustee's Sale

Attractive and Valuable Permanent Year Round Residence Fee Simple Property

EPPING FOREST
SEVERN SHORES, INC.
ANNE ARUNDEL COUNTY

Under and by virtue of a Decree of The Circuit Court of Anne Arundel County, the undersigned, Trustee, will sell at public auction, on the premises on

Sept. 17th, 1963,
at 4:00 p.m.

ALL that lot of ground, having a frontage of about 90 feet, on Riordan (or Roydan) Trail and a depth of about 100 feet, with a frontage of about 114 feet on Epping Way, with a cellar and a garage of about 24 feet in width and a depth of about 20 feet, the improvements thereon consisting of a one-story brick permanently constructed home, with some stone surfacing; the residence having dimensions of approximately 46 feet by 24 feet, more or less. Being known as Lots Nos. 50, 51, 52 and 53 in Block 40 of Epping Forest, Section A, recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, folio 39.

The property has been owner-occupied and is in excellent condition, attractively designed, extremely well located in a very desirable suburban section of Anne Arundel County, nestled amid trees, in a community of substantial homes and stability.

(To reach the property, proceed on Route 3 (the Beltway may be used to reach Route 3) to General's Highway ((Route 178)), proceed on General's Highway for approximately 8 miles to a sign with the legend "Epping Forest," and thence left for approximately two miles, to the property known as the "Donovan" property.

For additional information, please call the undernamed Trustee.)

Terms of Sale: One-third cash, balance in six and twelve months, or all Cash as the Purchaser may elect at time of sale, the credit payments to bear interest from the date of sale and to be secured to the satisfaction of the undersigned Trustee.

All expenses, specifically including taxes, and other public dues and charges, if any, to be adjusted to day of the sale.

A deposit of $1500.00 will be required of the Purchaser at the time and place of sale; balance of the purchase money to bear interest from the date of sale. Costs of all documentary stamps and transfer taxes shall be borne by the Purchaser.

NATHAN PATZ,
Trustee
A. J. BILLIG & CO.
Auctioneers
Member of Auct. Assoc. of Maryland, Inc.

S-16

1963 SEP 19 PM 12

BOOK 155 PAGE 240

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity

Docket 21/14 - File No. 15476 A

FILED

1963 SEP 19 PM 12:26

BOOK 155 PAGE 241

THOMAS A. SMITH COMPANY,

vs.

MERRITT P. DONOVAN and Wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity

Docket 21/14 - File No. 15476 A

Report of Sale
EXHIBIT B

AUCTION SALES 195

By A. J. BILLIG & CO.

Nathan Paiz, Auctioneer

ATTRACTIVE AND DESIRABLE
PERMANENT [illegible] HOME
FEE SIMPLE [illegible]
BUNGALOWS
[illegible]

LOT 90 x 150 BY IRREGULAR WIDTH
ON REAR

SITUATED IN

EPPING FOREST

ANNE ARUNDEL CO., MD

NEAR BWI AIRPORT

TO BE SOLD SEPT 17, 1963
AT 4:00 O'CLOCK P.M.

IMPROVEMENTS CONSIST OF
A [illegible] BRICK
BUNGALOW [illegible]
[illegible] ROOF
[illegible]

TERMS: TWENTY PER CENT OF PURCHASE PRICE OR
CONDITION AS TO SALE SHALL BE PAID IN CASH OR
CERTIFIED CHECK ON DAY OF SALE. BALANCE PAYABLE ON
OR BEFORE SETTLEMENT WHICH SHALL BE HELD AT THE
OFFICE OF THE SELLER WITHIN FIFTEEN DAYS AFTER
RATIFICATION OF SALE BY THE COURT. PURCHASER TO
PAY ALL TAXES, TRANSFER TAX, RECORDING COSTS AND
ALL OTHER EXPENSES INCIDENT TO THE CONVEYANCING.
SETTLEMENT TO BE MADE WITH GOOD AND MARKETABLE
TITLE. DEPOSIT $ [illegible] AT
TIME OF SALE.

DIRECTIONS: PROCEED ON
ROUTE 3 (THE BELTWAY) MAY BE
USED TO REACH ROUTE 10 TO
GENERAL'S HIGHWAY (ROUTE
170). PROCEED ON GENERAL'S
HIGHWAY FOR APPROX. 5 MILES
TO A SIGN WITH THE LEGEND
"EPPING FOREST". TURN LEFT
AND FOLLOW INTO OVERHEAD
ARCHWAY TO EPPING WAY TO
PROPERTY.

FOR ADDITIONAL INFORMATION
PLEASE [illegible]
INSPECT ON [illegible]
EVENING [illegible]
COPIES OF ALG. 22, [illegible]
17 & 19

NATHAN PAIZ [illegible]

A. J. Billig & Co., Aucts.

PL [illegible] ST

Morris & Blake, Attorneys

FILED

1963 SEP 19 PM 12:26

13

THOMAS A. SMITH CO.
A Maryland Corp,,Assignee BOOK 155 PAGE 242

VS

Merritt P. Donovan and
Jacquelyn L. Donovan, his wife;

IN THE
CIRCUIT COURT OF
ANNE ARUNDEL COUNTY
IN EQUITY

CASE NO. 15476A
Docket 21 Folio 14

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

AUCTIONEER'S CERTIFICATE

I, Hereby certify that I have on this 17th day of September, 1963, sold the property described in the attached advertisement of sale, at and for the sum of Seventeen Thousand ($17,000.00) DOLLARS to JAMES A. DUNLEAY being at that figure the highest bidder therefore, and I further certify that the sale was fairly made.

A.J.BILLIG & CO.

By _____
Auctioneer

PURCHASER'S AGREEMENT

We hereby certify that we have on this 17th day of September, 1963, purchased the property described in the attached advertisement of sale from Nathan Patz, Trustee, at and for the sum of Seventeen Thousand ($17,000.00) DOLLARS and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

James A. Dunleavy

FILED

1963 SEP 19 PM 12:26

TEST: Jack T. Bell

14

ORDER NISI

THOMAS A. SMITH COMPANY,

A MARYLAND CORPORATION, ASSIGNEE

versus

MERRITT P. DONOVAN AND

JACQUELYN L. DONOVAN, HIS WIFE

BOOK 155 PAGE 243

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,476 Equity

Ordered, this 19th day of September, 1963, That the sale of the property in these proceedings mentioned made and reported by Nathan Patz, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of October next.

The report states that the amount of sale was $17,000.00

Edward N. Phipps Clerk.

True Copy,

TEST: Clerk.

Nathan Patz, Atty.

FOR: EVENING CAPITAL Sept. 23rd Edition

(Final Order)

THOMAS A. SMITH COMPANY,

A MARYLAND CORPORATION, ASSIGNEE

versus

MERRITT P. DONOVAN AND

JACQUELYN L. DONOVAN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of October, 1963 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED

1963 OCT 29 AM 11:49

JUDGE.

5

THOMAS A. SMITH COMPANY, Assignee,

vs.

MERRITT P. DONOVAN and JACQUELYN L. DONOVAN, his Wife,

BOOK 155 PAGE 244

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Docket 21/14 - File No. 15476 - A

In Equity

- - - - - - - - - - - - -

ADDITIONAL AFFIDAVIT OF PURCHASER (JAMES A. DUNLEAVY)

ADDITIONAL CERTIFICATE OF AUCTIONEER UNDER AFFIDAVIT (A. J. Billig & Company)

TO BE ATTACHED TO TRUSTEE'S REPORT OF SALE FILED HEREIN

STATE OF MARYLAND, Baltimore County, , 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, State - - - - - AFORESAID, personally appeared JAMES A. DUNLEAVY, Purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said Fee-simple Property, Severn Shores, Inc., Anne Arundel Co., Md. mentioned in the said Report of Sale.

James A. Dunleavy
Purchaser

Sact 7
Notary Public

A. BILLIG NOTARY PUBLIC BALTIMORE CO., MD.

(Rule BR 6-2 Sale of Real Property or Chattels Real and BR 6-C-3 Affidavit of Purchaser) Page 519 & 520

FILED

1963 SEP 25 AM 10:15

16

BOOK 155 PAGE 245

THOMAS A. SMITH COMPANY, a Maryland Corporation, Assignee,

vs.

MERRITT P. DONOVAN and JACQUELYN L. DONOVAN, his wife,

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Docket 21/14 - File No. 15476 A

In Equity

- - - - - - - - - - - - -

A G R E E M E N T

TO THE HONORABLE, THE JUDGE OF THE SAID COURT:

The Agreement and Petition of Thomas A. Smith Company, Assignee, and the holder of the First Mortgage claim in the above-captioned action, as filed in the amount of $9,444.18 as of March 31, 1963, respectfully shows:

1. That at the Auction Sale of the Mortgaged premises described herein on September 17, 1963, and as shown by the Trustee's Report of Sale thereof, the Mortgaged premises sold for $17,000.00 in fee simple, of which this Company is the holder of the First Mortgage claim in the above-mentioned amount, and while the Trustee, by the Decree of this Court passed herein on March 6, 1963, was directed to file a Trustee's Bond of $10,000.00, which the Trustee did, and while ordinarily the Trustee would be required to now file an additional Bond of $7,000.00, this Company in an effort to avoid additional cost and expense, hereby waives the filing of such additional bond, and it is also the holder of a Mechanic's Lien and Judgment against the Defendants and against the Mortgaged premises entitling it to an additional sum of $2135.00, plus Interest, for several months, and agrees to protect all other interests free and harmless in consequence of the dispensing of the filing of an additional Trustee's Bond in the amount of $7,000.00.

WHEREFORE, under the circumstances, the Thomas A. Smith Company, does hereby respectfully pray the passage of an Order, predicated upon the Indemnity undertaking above set forth, dispensing with the necessity of the Trustee's filing any additional Bond.

Respectfully submitted,

Nathan Patz,
Solicitor for Thomas A. Smith Company and the Trustee herein.

THOMAS A. SMITH COMPANY

By _____
Herman B. Frank, President.

FILED

1963 SEP 25 AM 11:17

Subscribed and sworn to and acknowledged by Herman B. Frank, President of Thomas A. Smith Company, on this 23rd of September, 1963,

Mary L. Sidler
Notary Public

ORDER OF COURT

Upon the aforegoing Agreement and Petition of Thomas A. Smith Company, and with the Consent and approval of the Trustee herein, Nathan Patz, it is this 25th of September, 1963, ORDERED, by The Circuit Court for Anne Arundel County, in Equity, in the above-captioned cause, that said Nathan Patz, Trustee, be and he is hereby excused from filing an additional Bond of $7,000.00, in addition to the previously filed Trustee's Bond of $10,000.00, upon the understanding and condition, as set forth in the aforegoing Agreement, that said Thomas A. Smith Company indemnify and hold harmless all persons and companies free of loss in consequence of the dispensation of such additional Bond.

Matthew S. Evans
JUDGE

FILED
1963 SEP 25 AM 11:17

18

BOOK 155 PAGE 247

IN THE MATTER OF THE	*	NO. 15,476 EQUITY
MORTGAGED REAL ESTATE OF	*	IN THE CIRCUIT COURT
MERRITT P. DONOVAN and	*	FOR
JACQUELYN L. DONOVAN, his wife,	*	ANNE ARUNDEL COUNTY
* * * * *		

STATEMENT OF JUDGMENT CLAIM

The statement of the judgment claim of The Annapolis Banking and Trust Company under Law No. A-6101 in the Circuit Court for Anne Arundel County:

Balance of Debt	$ 342.10
Interest as of October 18, 1963	66.26
Attorney's fee (10%)	82.00
Court Costs	27.25
Total due	$ 517.61

George W. Velenovsky

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I HEREBY CERTIFY that on this 14TH day of October, 1963, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George W. Velenovsky, Vice-President of The Annapolis Banking and Trust Company and made oath in due form of law that the above statement of debt is true to the best of his knowledge and belief and that he is duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Dorothy P. McNew Notary Public

FILED

1963 OCT 14 PM 2:11

"Claimant's Exhibit B"

19

Order Nisi

IN THE CIRCUT COURT FOR
ANNE ARUNDEL COUNTY
No. 15,476 Equity

THOMAS A. SMITH COMPANY, A MARYLAND CORPORATION, Assignee

VERSUS

MERRITT P. DONOVAN and JACQUELYN L. DONOVAN, his wife.

Ordered, this 19th day of September, 1963, That the sale of the property in these proceedings mentioned made and reported by Nathan Patz, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of October next.

The report states that the amount of sale was $17,000.00.

LOUIS N. PHIPPS, Clerk.

True Copy, TEST:

LOUIS N. PHIPPS, Clerk.
O-14

No. E. C. 5445

20

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 248

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 15, 1963

We hereby certify, that the annexed

Order Nisi - Sale - Eq 15,476

"Merritt P. Donovan"

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 October, 1963. The first insertion being made the 23rd day of September, 1963.

FILED

1963 OCT 16 AM 9:04

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

BOOK 155 PAGE 249

In the Case of

Thomas A. Smith Company
A Maryland Corporation, Assignee

VS.

Merritt P. Donovan and Jacquelyn L. Donovan,
his wife

In the

Circuit Court

For

Anne Arundel County

No. 15,476 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.

February 24, 1964

[signature]
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 4 day of August, 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. all subject to the Order of Court of April 27, 1964

[signature]

Clerk
Per: ....., deputy

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1964 AUG -6 PM 2:00

21

Dr. Thomas A. Smith Company, A Maryland Corporation, Assignee

vs

Merritt P. Donovan and Jacquelyn L. Donovan, his wife

In Acct. with Nathn Patz, Trustee

					Cr.	
1963						
Sept	17	Proceeds of Sale	17,000	00		
		Interest on deferred payment of				
		15,500.00 from 9/17/63 to 2/5/64	362	00	17,362	00
		Refund Fire Insurance Premium	2	00	2	00
					17,364	00
		To Trustee for fee - Court Order 2/7/64	550	00		
		To Trustee for Commissions, viz:	550	86	1,100	86
		To Trustee for Court Costs, viz:				
		Plaintiffs Solicitors appearance fee	10	00		
		Clerk of Court - Court Costs	42	50		
		Auditor - Stating this account	45	00	97	50
		To Trustee for expenses, viz:				
		Capital-Gazette Press - Advertising Sale	113	75		
		Capital-Gazette Press - Order nisi, Sale	15	00		
		Capital-Gazette Press - Galley Sheets, Adv.	4	50		
		The Sunpapers - Advertising Sale	62	30		
		A. J. Billig & Co. - Auctioneers fee	485	00		
		Fidelity & Deposit Co. - Bond Premium	40	00		
		County & State Taxes to 9/17/63	302	55		
		Notary fees	2	50	1,025	60
		To Thomas A. Smith, Assignee, in full				
		Mortgage Claim filed	9,444	18		
		Interest on principal balance of 8,745.09 from 3/31/63 to 3/11/64-345 days @ 6%	495	84	9,940	02

	To Thomas A. Smith Company, Judgment				
	Claim #15,615 Equity in full	2,135	00		
	Interest on judgment of 2,135.00 from 4/22/63 to 3/11/64-323 days @ 6%	113	37		
	Recording Cost - Mechanics Lien Claim	9	00		
	Court Costs No. 15,615 Equity	35	25		
	Court Costs No. A - 6989 Law	39	55	2,332	17
	To Annapolis Banking and Trust Co.				
	Judgment Claim # A - 6101 Law in full	517	61		
	Interest on principal balance 342.10 from 10/18/63 to 3/11/64- 143 days @ 6%	8	05	525	66
	To George B. Woelfel Judgment Claim				
	Mag. Dkt. 19 folio 100 in full	140	00		
	Court Costs	5	00		
	Interest from 11/30/64 to 3/11/64 - @ 6%	19	13	164	13
	To Benjamin Brooks T/A Brooks Brothers Lumber Company, this balance on account of Judgment Claim filed #A-6503 Law	2,178	06	2,178	06
				17,364	00

THOMAS A SMITH COMPANY
ASSIGNEE

V.

MERRITT P. DONOVAN and
JACQUELYN L. DONOVAN, his wife

DEFENDANTS

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,476 EQUITY

: : : : : : : : : : :

ORDER

The Exceptions of Benjamin Brooks, trading as Brooks Brothers Lumber Company, to the Allowance of Auctioneer's Fee and to the Attorney's fee of $300., and the Trustee's Exceptions to the Claim of Brooks Brothers Lumber Company having come on for hearing, testimony was taken, counsel heard and being submitted;

Whereupon, the Circuit Court for Anne Arundel County, this 24th day of April, 1964, makes the following rulings:

1. Exceptions by the Trustee to the claim of Brooks Brothers Lumber Company - overruled.

2. Exceptions of Brooks Brothers to the attorney's fee of $300. - overruled.

3. Exceptions to the Allowance of Auctioneer's fee - sustained; and the Auctioneer's fee of Four Hundred Eighty-Five Dollars ($485.) allowed A. J. Billig & Company is hereby reduced to Three Hundred Dollars ($300.), which the Auditor is directed to allow Brooks Brothers, less additional court costs, without stating a further account.

D Bowie Duckett
JUDGE

FILED
1964 APR 27 AM 11:57

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BOOK 155 PAGE 253

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.		
	:	ANNE ARUNDEL COUNTY
CHARLES A. P. GARRETT AND DOLORES M. GARRETT, HIS WIFE	:	(IN EQUITY) No. 16,197

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 Charles A. P. Garrett and Dolores M. Garrett, his wife to Baltimore Federal Savings and Loan Association, dated June 16th, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 943 folio 362.

Walter S. Calwell,
Attorney Named in Mortgage
Baltimore Federal Building
Baltimore, Md. 21202

Le 9-6841

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1956 MAR -6 AM 11:56

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.

BOOK 155 PAGE 254
LIBER 943 PAGE 362

MARYLAND

Equity No. 16,197

MORTGAGE

THIS MORTGAGE, made this 16th day of June, A. D. 1955, by and between CHARLES A. P. GARRETT and DOLORES M. GARRETT, his wife (and the said Charles A. P. Garrett is now with the Armed Forces of the United States stationed outside of the continental limits of the United States) of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TWELVE THOUSAND and 00/100 Dollars ($ 12,000.00), 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 Sixty and 81/100 Dollars ($ 60.81), commencing on the first day of August, 1955, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 19 85. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 6 in Block B as shown and designated on a Plat entitled "King's Heights" dated June, 1954 by Edward Hall, III and Associates, Registered Surveyors and recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 15.

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 Cordelle Construction Company, Inc. unto the herein Mortgagors.

PLAINTIFF'S EXHIBIT "A"

FILED

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

16—49890-7

BOOK 155 PAGE 255
LIBER 943 PAGE 363

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenanees thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to eollect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in eonnection with the premises herein deseribed 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 seeurity for the indebtedness herein mentioned:

[redacted] gas range

TO HAVE AND TO HOLD the above deseribed property and improvements unto the said Mortgagee, its sueeessors and assigns, **forever, in fee-simple.**

PROVIDED, That this eonveyanee shall be null and void upon the performanee of all conditions and stipulations mentioned herein and upon the full payment of the prineipal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper eosts, eharges, eommissions 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 releasd 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 eonditions, stipulations or eovenants 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 eonstitute a waiver of the right to exereise it in the event of any subsequent default.

16—49890-8

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:

OFFICER'S SIGNATURE

Edmund M. Ward

EDMUND M. WARD

× Charles A. P. Garrett [SEAL]
Charles A. P. Garrett

[SEAL]

Dolores M. Garrett [SEAL]
Dolores M. Garrett

[SEAL]

COUNTY

STATE OF MARYLAND, ~~City~~ of Baltimore to wit:

I HEREBY CERTIFY, That on this 16th day of June, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County aforesaid, personally appeared ~~Charles A. P. Garrett and~~ Dolores M. Garrett, ~~the wife of~~ the above named Mortgagors, and ~~they~~ she acknowledged the foregoing mortgage to be ~~their~~ her 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.

Edmund M. Ward

EDMUND M. WARD Notary Public.

With Armed Forces of the United States) ss ,
At)

I HEREBY CERTIFY That the aforegoing instrument was acknowledged this 24th day of June, 1955 by Raymond M. Quinn serving in the armed forces of the United States, before me, a Commissioned Officer in the active service of the US Army - Infantry (Branch of Service)

Raymond M. Quinn
Signature of Officer

Type Name RAYMOND M. QUINN, Capt, Inf Unit to which attached Hqs 1st Bn, 25th Inf 25th Infantry Div

Examiner

Recorded by

Compared by

Mailed to

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

CHARLES A. P. GARRETT AND
DOLORES M. GARRETT, HIS WIFE

PLAINTIFF'S "EXHIBIT 'A'"

WALTER S. CALWELL
Attorney Named in Mortgage

VS.

CHARLES A. P. GARRETT AND DOLORES M. GARRETT, HIS WIFE

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

In Equity - No. 16,197

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from Charles A. P. Garrett and Dolores M. Garrett, his wife

to Baltimore Federal Savings and Loan Association

dated the 16th day of June 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No 943 Folio 362

Amount of Mortgage	$12,000.00
Less-amount paid on principal	1,819.44
	10,180.56
Plus - interest to 1/31/64	267.26
	10,447.82
Less - balance in expense acct.	85.44
	10,362.38

10,180.56
85.44
10,095.12

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 27th day of February 1964 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

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1964 MAR -6 AM 11:56

BOOK 155 PAGE 259

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
CHARLES A. P. GARRETT and DOLORES M. GARRETT, his wife	*	(IN EQUITY)
	*	No. 16,197

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 13th day of March, 1964, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of Law that Charles A. P. Garrett, one of the Defendants against whom these foreclosure proceedings are instituted, is in the Military Service of the United States, and that Dolores M. Garrett, his wife, one of the Defendants against whom these foreclosure proceedings are instituted, is not in the Military Service of the United States, or of any Nation allied with the United States, that she has not been ordered to report for induction under the Selective Training and Service Act of 1940, that she is not a member of the Enlisted Reserve Corps, and has not been ordered to report for service therein, and that the Affiant's sources of information were from private sources, and upon certification by the Adjutant General of the Army.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Charles E. Williams

Charles E. Williams, Vice President
Affiant

Subscribed and sworn to before me this 13th day of March, 1964.

Robert F. Vavrina, Notary Public

NOTARY PUBLIC BALTIMORE

1964 MAR 16 PM 3:26

"Plaintiff's Exhibit'B'" BOOK 155 PAGE 260 AGPF-RS ges

CERTIFICATE FOR USI NDER SOLDIERS' AND SAILORS' CI\ RELIEF ACT

TO ALL WHOM IT MAY CONCERN:

LAST NAME - FIRST NAME - MIOOLE NAME ANO SERVICE NUMBER OR OTHER IOENTIFYING OATA

GARRETT, Charles Allen Patrick RA 13 244 435

(See Reverse Side)

CERTIFICATE A [X] — The above named individual ia currently in the Military Service of the United States Army.

DATE AND PLACE OF ENTRY INTO SERVICE	GRADE ON ENTRY
2 June 1958 for six (6) years, Fort George G. Meade, Maryland	Sergeant
HOME ADDRESS AT TIME OF ENTRY	CURRENT MONTHLY BASE PAY
15 West Lehigh Street, Coaldale, Pennsylvania	$ 280.00

CURRENT GRADE AND OUTY ASSIGNMENT Staff Sergeant, TUSLOG Detachment #13, APO 224, New York, New York

CERTIFICATE B [ ] — The above named individual was in the Military Service of the United States Army.

PLACE OF ENTRY INTO SERVICE	DATES IN SERVICE	
	FROM	TO
GRADE ON ENTRY	LAST GRADE AND DUTY ASSIGNMENT	
HOW ENTERED SERVICE *(Induction, enlistment, etc.)*	HOME AODRESS AT TIME OF ENTRY	
HOW RELEASED FROM SERVICE [ ] DISCHARGED [ ] DEATH [ ] OTHER *(Specify)*	PLACE OF SEPARATION	

CERTIFICATE C [ ] — The above named individual(a) is/are not currently in the Military Service of the United States Army.

CERTIFICATE D [ ] — The above named individual(a) has/have not been in the Military Service of the United States Army since 27 August 1940.

CERTIFICATE E [ ] — The above named individual(s) was/were not in the Military Service of the United Statea Army from to

REMARKS

CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT(S) SET FORTH IN *CERTIFICATE* A IS/ARE CORRECT CONCERNING THE MILITARY SERVICE OF THE ABOVE NAMED INDIVIDUAL(S) IN ACCORDANCE WITH THE PROVISIONS OF SECTION 601, ACT OF CONGRESS APPROVED MARCH 8, 1918, AS EXTENDED AND AMENDED BY SECTION 4, ACT OF AUGUST 27, 1940 *(Public Resolution No. 96 - 76th Congress)*; AND SECTION 13, ACT OF SEPTEMBER 16, 1940 *(Public Law No. 783 - 76th Congress)*; OR SECTION 601, ACT OF OCTOBER 17, 1940 *(Public Law No. 861 - 76th Congress)*.

GIVEN AT [X] WASHINGTON, D.C., [ ] ST. LOUIS, MO., OFFICE OF THE ADJUTANT GENERAL, THIS 24th DAY OF February.

ONE THOUSAND NINE HUNDRED AND sixty-four.

H. Conley

ADJUTANT GENERAL

TO:
Callahan and Calwell
Baltimore Federal Building
Fayette and St. Paul Streets
Baltimore, Maryland 21202

FILED
1964 MAR 16 PM 3:23

TAGO FORM 183 1 APR 61 — REPLACES EDITION OF 1 OCT 60, WHICH IS OBSOLETE. — GPO 910602

8A

Prior Service Date of Entry	Date of Separation
5 Jun 46	4 Jun 51
5 Jun 51	22 Mar 54
23 Mar 54	1 Jun 58

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
		FOR
VS.	*	
		ANNE ARUNDEL COUNTY
CHARLES A. P. GARRETT and DOLORES M. GARRETT, his wife,	*	(IN EQUITY)
		Equity No. 16,197
	*	

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Walter S. Calwell, Attorney Named in Mortgage, Plaintiff, in this cause, by his Solicitors, Callahan and Calwell, repsectfully represents:

1. That Charles A. P. Garrett and Dolores M. Garrett, his wife, the Defendants herein are now the record title owners of fee simple property situate in Anne Arundel County, known as 12 Bruce Avenue, having purchased said property by Deed dated June 16, 1955 from Cordelle Construction Company, Inc. duly recorded among the Land Records of Anne Arundel County, for the purchase price of $12,000.00 which total purchase price was financed by a purchase money mortgage for $12,000.00, executed, dated and delivered on June 16, 1955 to Baltimore Federal Savings and Loan Association and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 943 folio 362, and filed among the papers in this cause as "Plaintiff's Exhibit 'A'".

2. That said mortgage is in default for the non-payment of monthly payments to principal, interest and property expense due under said mortgage from August, 1963 to March, 1964, a period of eight months, representing a total arrearage of $632.00, and the present unpaid principal indebtedness due on said mortgage is $10,362.38.

3. That the payment of said mortgage was guaranteed by the Veterans Administration under the provisions of the Servicemens' Readjustment Act of 1944, as amended, the benefits of which Act were made available to Charles A. P. Garrett, one of the Defendants herein, as an eligible war veteran, and

that in connection with said default, the Baltimore Federal Savings and Loan Association, as present holder of the aforesaid mortgage, has filed a Notice of Intention to Foreclose with the Veterans Administration under the guaranty issued by the Veterans Administration, and the Veterans Administration has established the basis for proceeding with said foreclosure for the purpose of minimizing loss by the Veterans Administration incident to their guaranty of said mortgage.

4. That foreclosure proceedings on the aforementioned mortgage were instituted on behalf of your Petitioner on March 6, 1964 in this Honorable Court, and there has been filed with the Clerk, as "Plaintiff's Exhibit 'A'" therein, the original mortgage aforementioned.

5. That the said Charles A. P. Garrett, RA 13 244 435, whose rank is Staff Sergeant, is now in the Military Service of the United States Army, stationed with TUSLOG Detachment #13, APO 224, New York, New York, and that Charles A. P. Garrett was in the Military Service of the United States Army on June 16, 1955, that date on which, as aforesaid, he executed and delivered the aforementioned mortgage to Baltimore Federal Savings and Loan Association, and the said Charles A. P. Garrett is not, therefore, entitlted to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, as to preclude continuance of foreclosure of the aforesaid mortgage. A Certificate for use under the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, certified by direction of the Adjutant General of the Army, evidencing said facts is filed with this Petition, as a part hereof, marked "Plaintiff's Exhibit 'B'", and there is also filed with this Petition a Military Affidavit, as required under the aforementioned Act, setting forth the fact that the said Charles A. P. Garrett is in the military service of the United States.

6. That an act of Congress known as the "Soldiers' and Sailors' Civil Relief Act of 1940, as amended," U.S. Code, Title 50, requires consideration and authorization by this Honorable Court for continuance of the foreclosure

proceedings instituted in this case.

WHEREFORE, your Petitioner requests this Honorable Court to pass an order appointing an Attorney to represent the Defendants in these proceedings and requiring the Defendants to show cause why these proceedings should not be continued, and to grant such other or further orders or relief as this cause may rquire.

AND AS IN DUTY BOUND, ETC.

Walter S. Calwell, Attorney named in Mortgage, Petitioner

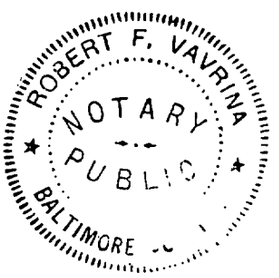
Callahan and Calwell, Solicitors

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY That on this 13th day of March, 1964, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared Walter S. Calwell, Attorney named in Mortgage, Petitioner, 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 his knowledge and belief.

WITNESS my hand and Notarial Seal.

Notary Public



BOOK 155 PAGE 265

ORDER

It is this 17th day of March, 1964, Ordered and Decreed by the Circuit Court for Anne Arundel County (In Equity) that RICHARD G. ANDERSON be and is hereby appointed as Attorney to represent the Defendants herein, and it is hereby further Ordered and Decreed that the foreclosure proceedings in the instant case be continued unless cause be shown to the contrary on or before the 6th day of April, 1964, provided a copy of this Petition and Order be served on the Defendants or on Richard G. Anderson, Attorney for the Defendants on or before the 20 day of March, 1964.

O Bowie Duckett

Judge

FILED

1964 MAR 17 PM 3:02

WALTER S. CALWELL Attorney Named In Mortgage	*	NO. 16,197 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
CHARLES A.P.GARRETT and DOLORES M. GARRETT, his wife Defendants	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	

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

MOTION TO EXTEND TIME FOR ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Richard G. Anderson, Attorney for the Defendants in this cause, and respectfully moves that this Honorable Court extend the time for the filing of an answer in these proceedings for the reasons:

1. That the said Attorney advised the Defendant Charles A.P. Garrett of these proceedings on March 20, 1964, by registered mail, return receipt requested addressed to him at TUSLOG Detachment #13, A.P.O. 224, New York, but that no receipt of said registered mail has ever been returned.

2. That the Defendant Dolores M. Garrett advised the said Attorney on April 3, 1964, that the current station and address of the Defendant Charles A. P. Garrett is C Company, 69th Battalion, A.P.O. 164, New York, New York.

3. That the said Attorney is advised that both of said addresses are for stations located outside the continental limits of the United States, one in Turkey and the other in Germany.

WHEREFORE, your petitioner respectfully moves that the time for filing of an Answer in these proceedings be extended for a

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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1964 APR -3 PM 3:51

13

period of twenty (20) days from the date hereof to allow time for the Defendant Charles A.P. Garrett to be properly advised of these proceedings.

And, as in duty bound, ect.

Richard G. Anderson
Attorney for Defendants

ORDER

Upon the aforegoing Motion, it is this 6th day of April, 1964, by the Circuit Court for Anne Arundel County ORDERED that the time for filing an answer or other defense to these proceediggs be and it is hereby extended for a period of twenty (20) days from the date hereof.

JUDGE

I hereby certify that I have this 3rd day of April, 1964, mailed a copy of the aforegoing Motion and Order to Walter S. Calwell, Attorney named in Mortgage, Petitioner, Callahan & Calwell, Baltimore Federal Building, Fayette & St. Paul Streets, Baltimore 2, Maryland.

Richard G. Anderson

FILED

1964 APR -6 AM 10:42

WALTER S. CALWELL, Attorney Named in Mortgage	*	NO. 16,197 EQUITY
	*	IN THE
vs.		
	*	CIRCUIT COURT
CHARLES A.P. GARRETT and DOLORES M. GARRETT, his wife Defendants	*	FOR
	*	ANNE ARUNDEL COUNTY

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

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Richard G. Anderson, Attorney for the Defendants in this cause, and in answer to the petition filed heretofore, respectfully shows:

1. That he was appointed by Order of this Honorable Court on the 17th day of March, 1964, to represent the said Defendants and that he was served with a copy of the Order so appointing him on the 18th day of March, 1964.

2. That immediately thereafter, on March 20, 1964, and subsequently on April 3, 1964, he advised both of the Defendants of these proceedings by registered mail, return receipts requested, copies of these letters being attached hereto, and that he has received four return receipts, copies of which are also attached as evidence thereof.

3. That neither of the said Defendants has answered the aforesaid letter, nor has the said Attorney had any communication with the Defendant Charles A.P. Garrett whatsoever.

4. That the said Defendants neither admit nor deny the allegations of the Petition for foreclosure, but submit their rights to the decision of this Honorable Court.

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Annapolis, Md.

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And, as in duty bound, etc.

Richard G. Anderson
Richard G. Anderson
Attorney for
Defendants

I HEREBY CERTIFY that on this 24th day of April, 1964, I mailed a copy of the aforegoing Answer to Walter S. Calwell, Attorney Named in Mortgage, Petitioner, Callahan & Calwell, Baltimore Federal Building, Fayette & St. Paul Streets, Baltimore 2, Maryland.

Richard G. Anderson
Richard G. Anderson

April 3, 1964

Staff Sergeant Charles A.P. Garrett,
U.S. Army
C Company, 69th Battalion
A.P.O. 164
New York, New York

RE: 12 Bruce Avenue, Kings Heights
Odenton, Maryland

Dear Sergeant Garrett:

I have been appointed by the Circuit Court for Anne Arundel County to represent your interest in the foreclosure proceedings now pending in that Court concerning the above referenced property which you mortgaged to the Baltimore Federal Savings & Loan Association on June 16, 1955. Unless this property is redeemed, or you have a defense to the foreclosure proceedings, this property will be sold by the Attorney named in the mortgage to satisfy the outstanding obligation under the mortgage.

If you have a defense to these proceedings or you plan to redeem, please communicate with me at once. Also, if you have no objections to these proceedings continuing, please notify me to that effect immediately.

Your prompt reply is urgently solicited so that I can offer any defense you might have or I can file your consent if you have no objections.

Yours very truly,

Richard G. Anderson

RGA:db
REGISTERED MAIL
RETURN RECEIPT REQUESTED

EXHIBIT No. 1 (To Answer)

March 20, 1964

Staff Sergeant Charles A.P. Garrett,
U. S. Army
USLOG Detachment #13
APO 224
New York, New York

RE: 12 Bruce Avenue, Kings Heights
Odenton, Maryland

Dear Sergeant Garrett:

I have been appointed by the Circuit Court of Anne Arundel County to represent your interest in the foreclosure proceedings now pending in that Court concerning the above ~~referred~~ referenced property which you mortgaged to the Baltimore Federal Savings & Loan Association on June 16, 1955. Unless this property is redeemed, or you have a defense to the foreclosure proceedings, this property will be sold by the Attorney named in the mortgage to satisfy the outstanding obligation under the mortgage.

If you have a defense to these proceedings or you plan to redeem, please communicate with me at once. Also, if you have no objections to these proceedings continuing, please notify me to that effect immediately.

Your prompt reply is urgently solicited so that I can offer any defense you might have or I can file your consent if you have no objections.

Yours very truly,

Richard G. Anderson

RGA:db
CC: Mrs. Dolores M. Garrett
CC: Sgt Garrett - at 12 Bruce Avenue
REGISTERED MAIL
RETURN RECEIPT REQUESTED

8

REGISTERED NO. 005647

POSTMARK MAR 20 1964

Value $ NV Spec. del'y fee $

Fee $ .60 Ret. receipt fee $ 10

Surcharge $ Rest. del'y fee $

Postage $ 05 Airmail

Postmaster, By Em

From ANDERSON + ANDERSON
92 FRANKLIN ST

To S/SGT CHARLES GARRETT
TUSLOG DET 13
APO 224 NY NY

POD Form 3806—Oct. 1960 e48—16—70493-5

REGISTERED NO. 005646

POSTMARK MAR 1964

Value $ NV Spec. del'y fee $

Fee $ .60 Ret. receipt fee $ 10

Surcharge $ Rest. del'y fee $

Postage $ 05 Airmail

Postmaster, By Em

From ANDERSON + ANDERSON
92 FRANKLIN

To S/SGT CHARLES AP GARRET
12 BRUCE AVE.
ODENTON, MD.

POD Form 3806—Oct. 1960 e48—16—70493-5

REGISTERED NO. 005648

POSTMARK MAR

Value $ NV Spec. del'y fee $

Fee $ .60 Ret. receipt fee $ 10

Surcharge $ Rest. del'y fee $

Postage $ 05 ☐ Airmail

Postmaster, By Em

From ANDERSON + ANDERSON
92 FRANKLIN ST

To MRS DOLORES GARRETT
12 BRUCE AVE
ODENTON, MD.

POD Form 3806—Oct. 1960 e48—16—70493-5

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

Mrs Chas Garrett

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED 3-21-64

SHOW WHERE DELIVERED (only if requested)

C55—16—71548-6—F GPO

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

Charles A.B. Garrett

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED 14/4/64

SHOW WHERE DELIVERED (only if requested) C" 17th SIG. BN APO 164

19

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

Mrs Chas Garrett

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED 3-21-64

SHOW WHERE DELIVERED (only if requested)

C55—16—71548-6—F GPO

BOOK 155 PAGE 273

REGISTERED NO. 5950

POSTMARK

Value $ N.V. Spec. del'y fee $

Fee $ 60 Ret. receipt fee $ 10

Surcharge $ Rest. del'y fee $

Postage $ 5 ☐ Airmail

Postmaster, By

From Anderson Anderson

42 Franklin St.

To Sgt Chas A P Garrett

C Co 64th Bd APO 164

POD Form 3806
Sept. 1955

e48—16—70403-3

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

Charles A. B. Garrett

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED	SHOW WHERE DELIVERED (only if requested)
14/4/64	C" 17th SIG. BN APO 164

CS3—16—71548-5—F GPO

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
VS.	*	FOR ANNE ARUNDEL COUNTY
CHARLES A. P. GARRETT and DOLORES M. GARRETT, his wife	*	EQUITY - No. 16,197

ORDER

The Defendants, Charles A. P. Garrett and Dolores M. Garrett, his wife, having failed to show cause as required by the Order of this Court, dated March 16, 1964, although it appears that a copy was served on Richard G. Anderson, Attorney appointed by this Court, and the said Attorney having filed his Answer showing no reason why the proceedings should not be continued and the cause having been submitted and the Court having read and considered the Petition, Exhibits, Affidavit and Answer:

It is this 29th day of April, 1964, Ordered and Decreed by the Circuit Court for Anne Arundel County that Walter S. Calwell, Attorney Named in Mortgage, Petitioner, is hereby granted leave to continue and to proceed with the foreclosure proceedings in this cause, and the said Walter S. Calwell, Attorney Named in Mortgage, be and he is hereby authorized to exercise the power of sale contained in the Mortgage filed in these proceedings.

O. Bowie Duckett
Judge

APPROVED:
Richard G. Anderson
Richard G. Anderson,
Attorney for Defendants

FILED
1964 APR 30 AM 10:13

21

CALLAHAN AN[illegible] ALWELL
Solicito[illegible]
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Charles A. P. Garrett and Dolores M. Garrett, his wife to Baltimore Federal Savings and Loan Association, dater June 16th. 1955 G.T. C. No. 943 folio 361 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, MAY 27th, 1964 AT 3:30 P.M. (E.D.T.)

All that fee simple lot of ground situate and lying in the Fourth Election District of Anne Arundel County, at King's Heights, near Odenton and described as follows:

BEING known and designated as Lot No. 6 in Block B, as shown and designated on Plat entitled "King's Heights," dated June, 1954 by Edward Hall, III and Associates, Registered Surveyors and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 15. The improvements thereon are known as No. 12 Bruce Avenue.

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

Subject to any restrictive covenants, and-or Utility Agreements, of record, affecting the property.

The improvements consist of a one story frame detached dwelling, containing 6 rooms (3 bedrooms), 1 bath, hot water oil fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneer M-21

OFF[illegible] OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 275

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 22, 1964

We hereby certify, that the annexed

Attorney's Sale

No. 16,197 Equity

Charles A. P. Garrett

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 27th day of May, 1964. The first insertion being made the 7th day of May, 1964.

FILED
1964
MAY 22 PM 2:34

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No 16,197 Equity

1-369

Mortgagee and Attorney's Bond.

BOOK 12 PAGE 419

BOOK 155 PAGE 276

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N.Y.

BOND NO: 0466-0370-1063-64

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore 2, Maryland as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New-York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TEN THOUSAND FOUR HUNDRED AND NO/100 ----- ($10,400.00) ---------- Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 25th day of May 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 Charles A. P. Garrett and Dolores M. Garrett, his wife to the Baltimore Federal Savings and Loan Association bearing date the 16th day of June nineteen hundred and fifty-five and recorded among the Land Records of Anne Arundel County, in Liber GTC No. 943, Folio 362 ~~xxx~~

12 Bruce 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. Link

~~Attest:~~
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 27th day of May, 1964

Louis M. Phipps, Clerk

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1964 MAY 27 AM 10:35

BOOK 155 PAGE 277

WALTER S. CALWELL, Attorney Named in Mortgage:	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.	:	(In Equity) No. 16,197
CHARLES A. P. GARRETT AND DOLORES M. GARRETT, 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 June 16th, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 943 folio 362 from said Charles A.P. Garrett and Dolores M. Garrett, 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 27th day of May, 1964 at 3.30 P.M attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 6 in Block B, as shown on a Plat entitled "King's Heights", dated June, 1954 by Edward Hall, III and Associates, Registered Surveyors, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 15, the improvements whereon are now known as No. 12 Bruce Avenue; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1964 JUN -1 AM 9:33

4

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Charles A. P. Garrett and Dolores M. Garrett, his wife to Baltimore Federal Savings and Loan Association. dater June 16th. 1955 G.T. C. No. 943 folio 361 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, MAY 27th, 1964 AT 3:30 P.M. (E.D.T.)

All that fee simple lot of ground situate and lying in the Fourth Election District of Anne Arundel County, at King's Heights, near Odenton and described as follows:

BEING known and designated as Lot No. 6 in Block B; as shown and designated on Plat entitled "King's Heights," dated June, 1954 by Edward Hall, III and Associates, Registered Surveyors and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 15. The improvements whereon are known as No. 12 Bruce Avenue.

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

Subject to any restrictive covenants, and-or Utility Agreements, of record, affecting the property.

The improvements consist of a one story frame detached dwelling, containing 6 rooms (3 bedrooms), 1 bath, hot water oil fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneer M-21

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, in fee simple, at and for the sum of Ninety-three Hundred fifty ($9350.00) Dollars, 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 28th 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 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

BOOK 155 PAGE 279

WALTER S. CALWELL Attorney Named in Mortgage VS. CHARLES A. P. GARRETT AND DOLORES M. GARRETT, HIS WIFE	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 16,197

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 27th day of May , 1964 , before me, the subscriber, a Notary Public of the State of Maryland, in and for said City , personally appeared CHARLES E. WILLIAMS Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

by Charles E. Williams
Purchaser

CHARLES E. WILLIAMS, Vice President

FILED

1964 JUN -1 Clara M. Link Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

24

ORDER NISI

BOOK 155 PAGE 280

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

CHARLES A. P. GARRETT AND
DOLORES M. GARRETT, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 16,197 Equity

Ordered, this 1st day of June, 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 6th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of July next.

The report states that the amount of sale was $9,350.00

Harison N Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Attorney
(Final Order)

For: Maryland Gazette (June 4th Edition)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

CHARLES A. P. GARRETT AND
DOLORES M. GARRETT, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of July, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bruce Dunbeck
JUDGE.

FILED
1964 JUL -7 PM 1:44

27

BOOK 155 PAGE 281

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No: 16,197 Equity

WALTER S. CALWELL
Attorney Named in Mortgage

versus

CHARLES A. P. GARRETT and DOLORES M. GARRETT, his wife

Ordered, this 1st day of June, 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 6th day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of July next.

The report states that the amount of sale was $9,350.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
Ju-25

FILED

1964 JUN 30 PM 1:42

No. M. G. 613

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 26, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq 16,197

Charles A. P. Garrett

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

CHARLES A. F. GARRETT AND DOLORES M. GARRETT, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16197 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Auditor.

FILED

1964 JUL 21 PM 12: 23

FINAL ORDER

ORDERED BY THE COURT, this 6th day of August, 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

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Dr. Mortgaged Real Estate of Charles A. P. Garrett and Dolores M. Garrett, his wife

BOOK 155 PAGE 283

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

				Cr.
By	Amount of sale, as per Attorney's Report of Sale filed		9350 00	
By	Interest, 6% on deferred payment, $8850.00 from 5/27/64 to 7/8/64		65 45	
				9415 45
To	Attorney, for fee, viz	50 00		
To	Attorney, for commission, viz	310 50		
			360 50	
To	Attorney for court costs, viz			
	Plaintiff's Solicitor, appearance fee	10 00		
	Defendant's Solicitor, appearance fee	10 00		
	Clerk, court costs	53 25		
	Sheriff's costs	2 00		
	Richard G. Anderson, counsel fee as per Order of Court 6/15/64	50 00		
To	Auditor this account	22 50		
			147 75	
To	Attorney for expenses, viz			
	Capital-Gazette Press, Inc. Advertising & Nisi Sale	74 07		
	New Amsterdam Casualty Co. - bond	42 00		
	E. T. Newell & Co., Inc. - auctioneer's fee	35 00		
	Notary fees	1 25		
	Adjustment, 1964 taxes	61 38		
			213 70	
To	Baltimore Federal Savings & Loan Association, Mortgagee, on account of Mortgage claim	8693 50		
			8693 50	
				9415 45

Balance due on Mortgage as per claim filed	10362	38
Interest, 4⅓% on principal balance $10095.12 from 2/1/64 to 8/5/64	271	30
	10633	68
Credit amount allowed above	8693	50
this amount subject to decree in personam	1940	18

BOOK 155 PAGE 285

MODERN ESTATES, INC., a body corporate Linthicum Heights, Maryland	+	IN THE CIRCUIT COURT FOR
	+	ANNE ARUNDEL COUNTY
Plaintiff		
V:	+	NO. 16,226 EQUITY
WILLIAM G. KENNEALLY and CATHERINE D. KENNEALLY, his wife 105 Coronet Drive North Linthicum, Maryland	+	
	+	
Defendants		
	+	

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PETITION TO
FORECLOSE EQUITY
OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of MODERN ESTATES, INC., Plaintiff, by Smith and Wohlgemuth, its attorneys, respectfully represents:

FIRST: That on or about August 8, 1960, the Defendants entered into an Agreement with Lin View Manor, Inc., a body corporate, for the purchase of certain lease-hold property in the Fifth Election District of Anne Arundel County, more particularly described in said Contract attached hereto, at a purchase price of TWELVE THOUSAND, FIVE HUNDRED DOLLARS ($12,500.00), to be paid by installments of $115.00 per month, with interest and expenses as therein mentioned; that in said Contract the Defendants assented to the passage of a Decree for the sale of the said property at any time after any default in any covenant or condition of said Land Installment Contract.

SECOND: That the Plaintiff, MODERN ESTATES, INC., is the successor in interest to the said Lin View Manor, Inc., by a ninety-nine (99) year lease dated October 1, 1962, and recorded among the Land Records of Anne Arundel County in Liber 1649, folio 340.

THIRD: That the Defendants are in default in the payments under

LAW OFFICES
MITH & WOHLGEMUTH
ANNAPOLIS, MD.

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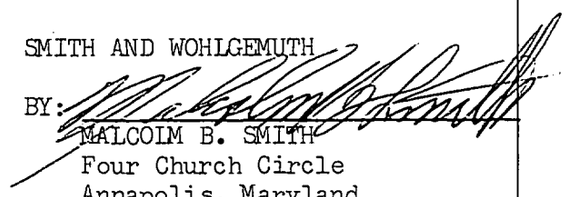
the aforementioned Contract in the amount of $345.00, and on February 13, 1964, the Plaintiff notified the Defendants by Certified Mail of its intention of declaring a default upon the Contract and declaring the same terminated unless payment was received; that a copy of the said letter with return receipt attached is filed herewith and prayed to be taken as a part hereof.

FOURTH: That no payment has been received since the aforementioned notification, and the Defendants are indebted to the Plaintiff in the amount shown on the statement of claim filed herewith and prayed to be taken as a part hereof.

WHEREFORE, the Plaintiff prays that a Decree may be passed for the sale of the said property in accordance with the terms of the said Land Installment Contract.

AND AS IN DUTY BOUND, etc.

SMITH AND WOHLGEMUTH

BY: 

MALCOIM B. SMITH
Four Church Circle
Annapolis, Maryland
Telephone: COlonial 3-2646

Attorneys for Plaintiff

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

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BOOK 155 PAGE 287

No. 16,226 Equity

Entered on Land Records Liber 155 folio 286 by JC 3/31/60

By Candidate 1/2/61

Standard Land Installment Contract

Approved by Real Estate Board of Baltimore

This Agreement of Sale, made this 8th day of August 19 60, between LIN VIEW MANOR, INC. ....., who resides at 202 W. Maple Road, Linthicum, and whose post-office address is Linthicum, Maryland. Seller, and WILLIAM GORDON KENNEALLY and CATHERINE DELORES KENNEALLY, his wife, who resides at 506 Hilton Avenue, Baltimore 28, Md. and whose post-office address is Baltimore 28, Md., Buyers

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in Fifth District, Anne Arundel County, Maryland, known as Lot No. 23, Block "E", Coronet Drive, Hillside Acres, as shown on Plat entitled "Plat of Resubdivision of Part of Block C & E and all of Block D Hillside Acres", recorded in Plat Records of A.A.County in GTC Liber 31, folio 12, improved by a one story, brick & frame, ranch type dwelling

at and for the cash price of subject to an annual ground rent of $120.00 ..... $12,500.00

Fees and other charges, if any ..... $ -

Insurance, covering loss by fire, Fire & extended coverage

in the amount of $ 12,500.00, payable to Seller and/or Buyer as their interests may appear.

Policy expires August, 1961

Total Purchase Price $12,500.00

Paid on account by Buyer ..... $ 500.00

Principal balance owed by Buyer $12,000.00

The above principal balance, together with the following listed property expenses, shall be paid by Buyer to Seller at

(Place of payment) 202 W. Maple Road, Linthicum Heights, Md.

in consecutive (monthly) ~~(weekly)~~ installments of $ 115.00 each, which shall severally become due and payable on the 20th day of each and every (month) ~~(week)~~ beginning with the first installment due on the 20th day of August, 19 60.

Interest at 6 % per annum on present unpaid balance of purchase price ..... $ 720.00

Annual Ground Rent (if any) ..... $ 120.00

Present Annual Taxes ..... Estimated ..... $ 180.00

Estimated Annual Water Rent ..... Metered water-Buyer pays to A.A.Sanitary Commission ..... $ -0-

Insurance Premiums ..... $ 36.00

Other Public Charges, as follows: Water & Sewer benefit charges of Sanitary Commission ..... $ 45.50

Said installment payments shall first be applied by the Seller, as provided in Chapter 596 of the Laws of Maryland, 1951, to the payment of (a) taxes, assessments and other public charges levied or assessed against said property and paid by the Seller; (b) ground rent, if any, paid by the Seller; (c) insurance premiums on said property paid by the Seller; (d) interest on unpaid balance owed by the Buyer; (e) principal balance owed by Buyer. As the principal balance is reduced the amount of interest charged will become less, so that payments on principal will be correspondingly increased. It is understood that taxes, water rent and other public charges may vary from time to time, and that in the event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges the difference shall be credited to the unpaid balance of the purchase price.

Seller agrees that Buyer shall have the right to accelerate any or all installment payments.

Collateral security (if any) taken for vendee's obligation under this contract: None

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It is understood and agreed th at any time during the life of this contrac pon thirty days written notice and demand by the Seller, Buyer shall ept a conveyance of the premises, pay the mary transfer charges, and execute a purchase money mortgage or mortgages to the Seller, or to a mortgagee or mortgagees procured by the Seller, in the amount of the unpaid principal balance then owing under this contract, said mortgage or mortgages to contain the provisions and covenants set forth in Section 119 (6) of Chapter 596 of the Laws of Maryland, 1951. Payments under such mortgage or mortgages shall not be in excess of the periodic payments required under this contract. When any mortgage or mortgages is executed pursuant to the Seller's demand under this paragraph, Buyer shall be liable for the expenses set forth in said Section 119 (6) of said Chapter 596, and the deed and mortgage or mortgages executed pursuant to this paragraph shall entirely supersede this contract.

The Seller shall have the right at all times to mortgage the property and to maintain a mortgage or mortgages thereon in accordance with the provisions of Section 119 (5A) of Chapter 596 of the Laws of Maryland, 1951.

Any such mortgage or mortgages executed under the provisions of this paragraph shall be for such term as may be required to amortize completely said principal sum, together with interest at the rate of.....6... per cent per annum (not more than six per cent per annum), and the expenses as described herein, upon the payment of periodic amounts not greater than those required under this contract.

The Buyer agrees:

1. To keep the premises in good order and in as good condition as when received, the natural wear and decay of the property excepted.
2. That he will not assign or transfer this agreement without the written consent of the Seller.
3. That all necessary alterations or repairs shall be made by him at his own expense.
4. That he will make the payments provided hereunder when and as they become due.
5. That he will not do, suffer or permit anything to be done in or about the premises which will contravene the policies of insurance against loss by fire.
6. That he will not use or permit the use of the premises for purposes other than those of a dwelling.
7. That he will not rent the premises in whole or part without first obtaining the written consent of the Seller.
8. That he will comply with all local and other laws and regulations governing occupancy and use of the said premises.

Said property has been inspected by Buyer prior to the date of this contract and Buyer accepts it in its present condition. There are no collateral understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller.

THE SELLER has/has not received notice from a public agency requiring repairs or improvements to be made to the property herein described. Parties hereto understand & agree that there is an existing First mortgage on this property with Bradford Federal Savings & Loan Assoc.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance, shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities above ground and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or right of possession has been given.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of , at which time right of possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract, at the expense of the Buyer.

DEFAULT: Failure of Buyer to make payments as herein provided or to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default, and shall, in addition to other remedies provided by law, entitle the Seller to make a sale of the property in accordance with the provisions of Sec. 122 of said Chapter 596, Laws of Maryland, 1951. Said Buyer hereby assents to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court Number Two of Baltimore City, or by the Circuit Court for the County in which the property is located, for a sale of said property in accordance with the provisions of said Sec. 122 of Chapter 596, Laws of Maryland, 1951. And upon any sale of said property under the powers hereby granted, the proceeds shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; second, to the extinguishment of all claims of the Seller herein, his, its, or their heirs, executors, administrators, successors, or assigns, whether the same shall have then matured or not, and third, the balance, if any, to the Buyer herein, his or their heirs, executors, administrators, or assigns.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

Witness in duplicate the hands and seals of the parties hereto the day and year first above written.

NOTICE TO BUYER

You are entitled to a copy of this contract at the time you sign it.

Lin View Manor, Inc.

Witness ..... By: Lin View Manor, Inc. (SEAL)
Seller's Signature Vice President.

Witness ..... (SEAL)
Seller's Signature

Date signed by Seller.....August 8.....19 60

Witness ..... William Gordon Kennedy (SEAL)
Buyer's Signature

Witness ..... Catherine Helen Kennedy (SEAL)
Buyer's Signature

Date signed by Buyer.....August 8.....19 60

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyer hereby acknowledges receipt of copy of the foregoing contract this

8th day of August 1960.

WITNESS ..... William Gordon Kennedy Buyer

WITNESS ..... Catherine Helen Kennedy Buyer

BOOK 155 PAGE 289

No. 16226

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 19th day of March,
1964, personally appeared before me, the subscriber, a Notary Public of the State of
Maryland, in and for Anne Arundel County, Malcolm Blondell,
Attorney for

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendants
(Here, state facts showing that the defendant is not in the military service of the United States of America.)
reside in Anne Arundel County, are
employed privately

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

In testimony whereof, I hereunto set my hand and affix my
Notarial Seal, this 19th day of March
, 1964.

Notarial
Seal

Dorothy W. Cronin
Dorothy W. Cronin Notary Public

My Commission will expire on: May 3, 1965

Filed,

1964 MAR 20 AM 11:29

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MODERN ESTATES, INC.	+	IN THE CIRCUIT COURT FOR
Plaintiff	+	ANNE ARUNDEL COUNTY
V:		
WILLIAM G. KENNEALLY and CATHERINE D. KENNEALLY, his wife	+	NO. 16226 EQUITY
Defendants	+	

++++++++++++++++++

STATEMENT OF CLAIM

Balance of principal due as of March 1, 1964	$10,336.41
Expenses	422.75
Interest to March 1, 1964	635.84
Total	$11,395.00

SMITH AND WOHLGEMUTH

BY: Malcolm B. Smith
MALCOLM B. SMITH

Attorneys for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, 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 County aforesaid, personally appeared MALCOLM B. SMITH, Attorney for the Plaintiff, MODERN ESTATES, INC., for the purposes of foreclosure, and he acknowledged the aforegoing Statement of Claim to be true and justaas therein set forth.

AS WITNESS my hand and Notarial Seal:

Dorothy W. Cronin
Dorothy W. Cronin, Notary Public

NOTARY PUBLIC

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

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MODERN ESTATES, INC.	+	IN THE CIRCUIT COURT FOR
Plaintiff	+	ANNE ARUNDEL COUNTY
V:		
WILLIAM G. KENNEALLY and CATHERINE D. KENNEALLY, his wife	+	NO. 16226 EQUITY
Defendants	+	

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D E C R E E
FOR SALE OF
LEASEHOLD PROPERTY

The Petition and Exhibits in the above cause having been submitted, the proceedings were thereupon read and considered, and it is, this 23rd day of March, 1964, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED: That the property mentioned in these proceedings be sold after due publication and advertisement according to law;

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED: That MALCOLM B. SMITH be, and he is hereby, appointed Trustee to make said sale, and the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $12,000.00, conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in the premises. He shall then proceed to make the said sale, having given at least three (3) weeks notice by advertisement, inserted in such newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, a deposit of $500.00 at the time of sale, and the balance in cash upon final ratification of the sale by this Court, the unpaid balance to bear interest at the legal rate 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

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ANNAPOLIS, MD.

1964 MAR 23 PM 1:35

relative to the sale, with an Affidavit annexed of the truth thereof, and of the fairness of said sale; and upon obtaining the Court's ratification of said sale, and upon 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 , the property and estate sold, free, clear and discharged from all claim of the parties hereto, Plaintiff and Defendants, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs 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.

JUDGE

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

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BOOK 155 PAGE 293 Equity No. 16,226

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

LIBER 12 PAGE 364

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

Bond No. 437201 Equity #16,226

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Malcolm B. Smith of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twelve Thousand and 00/100 Dollars ($12,000.00) - - - - - - - - - current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 24th day of March , 19 64 .

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Modern Estates, Inc. vs. William G. Kenneally and Catherine D. Kenneally, h/w dated March 23, 1964 , - - - - Malcolm B. Smith - - - - - - was appointed Trustee to make sale of the property described in said proceedings, and the said Malcolm B. Smith is about to execute said power and make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation ot the sale of said property, or to the proceeds thereof, then the Obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Ethel M. Carle
Ethel M. Carle

Malcolm B. Smith (SEAL)

GLOBE INDEMNITY COMPANY, a body corporate
By John H. Ropkins, IV
John H. Ropkins, IV, Attorney-in-fact

SURETY

Bond approved this 24th day of March, 1964
Louis N. Phipps, Clerk

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SMITH AND WOHLGEMUTH,
Attorneys
Four Church Circle
Annapolis, Maryland

Trustee's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County dated March 23, 1964 in Case No. 16,226 Equity, the undersigned Trustee will offer for sale at public auction at the Court House door in the City of Annapolis on

Tues., April 21, 1964 at 11:00 O'Clock A.M.

ALL that leasehold property situate, lying and being in the Fifth Election District of Anne Arundel County in the community of North Linthicum, and described as follows:

ALL that lot of ground known and designated as Lot No. 23, Block E as shown on a Plat of a re-subdivision of part of Blocks C and E and all of Block B of Hillside Acres, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 31, folio 12.

The above property is improved by a valuable dwelling house and is subject to an annual ground rent of $120.00.

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 unpaid balance to bear interest at the legal rate from the day of sale; ground rent, insurance, all taxes and public charges to be adjusted to the date of sale.

For further particulars, apply to:

MALCOLM B. SMITH,
Trustee
Four Church Circle
Annapolis, Maryland
Telephone: COlonial 3-2646
GEORGE W. SCIBLE,
Auctioneer

A-17

No. 10

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 294

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 17, 1964

We hereby certify, that the annexed

Trustee's Sale
Hillside Acres
Case No. 16,226 Eq

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 21st day of April, 1964. The first insertion being made the 3rd day of April, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

1964 APR 20 PM 4:14

By H. Tilghman

MODERN ESTATES, INC.	+	IN THE CIRCUIT COURT FOR
Plaintiff	+	ANNE ARUNDEL COUNTY
V:		
WILLIAM G. KENNEALLY and wife	+	NO. 16,226 EQUITY
Defendants	+	

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REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of MALCOLM B. SMITH, Trustee appointed by the prior Order of this Court dated March 23, 1964, to make sale of the property hereinafter mentioned, respectfully shows:

That under and by virtue of the aforesaid Decree of this Court dated March 23, 1964, after filing the bond required by said Order, and after having given due notice of the time, place, manner and terms of sale by advertisement in a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the aforesaid Decree, and of the law for such cases made and provided, your said Trustee offered the property mentioned in these proceedings for sale at public auction at the Court House door, in the City of Annapolis, on Tuesday, April 21, 1964, at eleven o'clock A.M., and then and there sold the said property to LAND HOMES CORPORATION, a body corporate, at and for the sum of TEN THOUSAND, ONE HUNDRED DOLLARS ($10,100.00), the said sum being the highest bid received therefor, and the said property being described as follows:

> All that lease-hold property situate, lying and being in the Fifth Election District of Anne Arundel County, in the Community of North Linthicum, and being known and designated as Lot No. 23, Block E, as shown on a Plat of a re-subdivision of part of Block C and E and all of Block B of Hillside Acres, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 31, folio 12, the said property being subject to an annual ground rent of $120.00.

FILED

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LAW OFFICES
11TH & WOHLGEMUTH
ANNAPOLIS, MD.

And your said Trustee 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 the 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.

MALCOIM B. SMITH

TRUSTEE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 29th day of April, 1964, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MALCOIM B. SMITH, Trustee, 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 V. McCRONIN, NOTARY PUBLIC

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

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ORDER NISI

MODERN ESTATES, INC.

versus

WILLIAM G. KENNEALLY and wife

BOOK 155 PAGE 297

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,226 Equity

Ordered, this 29th day of April, 1964, That the sale of the property in these proceedings mentioned made and reported by Malcolm B. Smith, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of June next.

The report states that the amount of sale was $10,100.00.

Louis M. Phipps Clerk.

True Copy,

Malcolm B. Smith, Atty.
(Final Order)

TEST: Clerk.

For the Evening Capital (May 4 Edition)

MODERN ESTATES, INC.

versus

WILLIAM G. KENNEALLY and wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th 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.

George Sachse
JUDGE.

FILED
1964 JUN 11 PM 1:57

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BOOK 155 PAGE 298

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,226 EQUITY
MODERN ESTATES, INC.
VERSUS
WILLIAM G. KENNEALLY
AND WIFE

Ordered, this 29th day of April, 1964, That the sale of the property in these proceedings mentioned made and reported by Malcolm B. Smith, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of June next.

The report states that the amount of sale was $10,100.00.

Louis N. Phipps
Clerk.

True Copy,
TEST: Louis N. Phipps
Clerk.

M-25

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 25, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,226
Hillside Acres
William G. Kenneally

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of June, 1964. The first insertion being made the 4th day of May, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1964 MAY 27 PM 1:52

No. E. C. 6589

14

GEORGE W. SCIBLE . . . . . Auctioneer

SMITH AND WOHLGEMUTH, Attorneys
Four Church Circle,
Annapolis, Maryland

TRUSTEE'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County dated March 23, 1964 in Case No. 16,226 Equity, the undersigned Trustee will offer for sale at public auction at the Court House door in the City of Annapolis on

Tuesday, April 21, 1964

AT 11:00 O'CLOCK A.M.

ALL that leasehold property situate, lying and being in the Fifth Election District of Anne Arundel County in the community of North Linthicum, and described as follows:

ALL that lot of ground known and designated as Lot No. 23, Block E as shown on a Plat of a re-subdivision of part of Blocks C and E and all of Block B of Hillside Acres, which Plat is recorded among the Plat Recods of Anne Arundel County in Plat Book No. 31, folio 12.

The above property is improved by a valuable dwelling house and is subject to an annual ground rent of $120.00.

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 unpaid balance to bear interest at the legal rate from the day of sale; ground rent, insurance, all taxes and public charges to be adjusted to the date of sale.

For further particulars, apply to:

MALCOLM B. SMITH, Trustee
Four Church Circle,
Annapolis, Maryland.
Telephone: COlonial 3-2646

FILED
1964 JUN -8 AM 10: 57

15

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

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 aforesaid, personally appeared Sweetser Linthicum ~~and~~ _____ and he/~~they~~ made oath in due form of law that he/~~they~~ purchased the property described on the reverse side for Sand Homes Corp. hereof at public auction for the sum of $10,100.00; that he/~~they~~ ~~were~~ was acting upon ~~his/their own~~ behalf of Sand Homes Corp. which is the ~~and are the~~ only parties interested as principal~~s~~; that he/~~they have~~ has not directly or indirectly discouraged anyone from bidding upon the said property.

Sweetser Linthicum

_____

AS WITNESS my hand and Notarial Seal:

Dorothy W. Cronin
NOTARY PUBLIC

FILED
1964 JUN -8 AM 10:57

BOOK 155 PAGE 301

MODERN ESTATES, INC.	+	IN THE
Plaintiff	+	CIRCUIT COURT
V:	+	FOR
WILLIAM C. KENNEALLY and wife	+	ANNE ARUNDEL COUNTY
Defendants	+	
	+	NO. 16,226 EQUITY

++++++++++++++++++++++

MEMORANDUM OF SETTLEMENT

MALCOLM B. SMITH, Trustee to
LAND HOMES CORPORATION

July 22, 1964

PURCHASE PRICE		$ 10,100.00
Interest (3 months)		16.50
TOTAL		$ 10,116.50

LESS:

Down Payment	$ 500.00	
(No tax adjustment per Agreement)		
½ Documentary Stamps	17.33	517.33
BALANCE DUE		$ 9,599.17

(Outstanding mortgage to be paid by Plaintiff per agreement).

LAW OFFICES
ITH & WOHLGEMUTH
ANNAPOLIS, MD.

FILED
1964 JUL 21 PM 4:13

17

MODERN ESTATES, INC.	+	IN THE
Plaintiff	+	CIRCUIT COURT
V:	+	FOR
WILLIAM C. KENNEALLY and wife	+	ANNE ARUNDEL COUNTY
Defendants	+	NO. 16,226 EQUITY
	+	

++++++++++++++++++++++++++++++

AMENDED MEMORANDUM OF SETTLEMENT

MALCOLM B. SMITH, Trustee to
LAND HOMES, CORPORATION

July 22, 1964

PURCHASE PRICE		$ 10,100.00
Interest (3 months)		144.00
TOTAL		$ 10,244.00

LESS:

Down Payment (No tax adjustment per agreement)	$ 500.00	
½ Documentary Stamps	17.33	517.33
BALANCE DUE		$ 9,726.67

(Outstanding mortgage to be paid by Plaintiff per agreement).

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

FILED
1964 JUL 23 AM 10:41

18

BOOK 155 PAGE 303

In the Case of,

MODERN ESTATES, INC., a body corporate

VS.

William G. Kenneally and Catherine D. Kenneally, his wife

In the

Circuit Court

For

Anne Arundel County

No. 16,226 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 23 AM 10: 53

All of which is respectfully submitted.

July 23, 1964

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 11th day of August, 1964, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps

Clerk

Per: A Jankowski, deputy

FILED

1964 AUG 11 AM 10: 45

19

Dr. Modern Estates, Inc., a body corporate Vs. William G. Kenneally and Catherine D. Kenneally, his wife

In Acct. with Malcolm B. Smith, Trustee

				Cr.
1964, April 21				
Proceeds of sale	10,100 00			
Interest on deferred payment of $9,600.00 from 4/21/64 to 7/22/64	144 00	10,244 00		
				10,244 00
To Trustee for commissions, viz:	337 32	337 32		
To Trustee for court costs, viz:				
Plaintiffs Solicitors Appearance Fee	10 00			
Clerk of Courts - Court costs	28 00			
Auditor - Stating this account	22 50	60 50		
To Trustee for expenses, viz:				
Capital Gazette Press - Advertising sale	91 91			
Capital Gazette Press - Order nisi, sale	15 00			
Speer Publications - Handbills	18 03			
George W. Scible - Auctioneers fee	35 00			
Globe Indemnity Company - Bond premium	48 00			
One half cost documentary stamps	17 33			
Dorothy W. Cronin - Notary fees	2 00	227 27		
To Modern Estates, Inc., this balance on account of claim filed	9,618 91	9,618 91		
				10,244 00
Amount of claim filed	11,395 00			
Interest on principal balance of $10,336.41 from 3/1/64 to 8/8/64 - 160 days @ 6%	271 63			
	11,666 63			
Credit - amount allowed above	9,618 91			
Balance subject to Decree in Personam	2,047 72			

PETITION FOR FORECLOSURE

BOOK 155 PAGE 305

FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of BROOKLYN

VS.

WILLIAM HALL, Sr. and SOPHIE HALL, his wife

IN THE

CIRCUIT COURT

for

Anne Arundel County
(In Equity)

No. 16,272

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 26th day of October A. D. 1962 the defendant executed and delivered to First Federal Savings and Loan Association of Brooklyn a mortgage upon certain fee simple property in Anne Arundel County therein described, to secure the payment of the mortgage debt of $27,000.00 and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That default has occurred in the performance of this Mortgage and in payment of the debt now due the Plantiff and secured by the aforesaid Mortgage.

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

And as in duty, &c.

Harold M. Vick

Harold M. Vick
2 E. Lexington Street
Baltimore 2, Maryland (PL2-6897
Attorney for Plaintiff

1964 APR 14 PM 1:05

CITY OR COUNTY FEE OR LEASEHOLD

BOOK 1607 PAGE 341 BOOK 155 PAGE 306

This Mortgage, made this 26th day of October ,

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

WILLIAM HALL, SR. and SOPHIE HALL, 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

WILLIAM HALL, SR. and SOPHIE HALL, his wife,

the sum of TWENTY-SEVEN THOUSAND----------($27,000.00)--------- dollars,

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

By the payment of Two Hundred Twenty-seven and 85/100 ---(227.85)--- 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:

BEGINNING for the same at a point in the center of Race Road (a public road leading from Jessups to Dorsey as relocated about the year 1937) said point of beginning being at the end of the South 18 degrees East 340 feet more or less line of the Deed from Frank G. Baker and wife to George W. Cavey and wife dated December 9th, 1943 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 290, folio 499, and thence binding along the center of said road South 2½ degrees West 850 feet more or less; South 8 degrees 33 minutes West 104.8 feet; South 18 degrees 31 minutes West 100.85 feet; South 21 degrees 24 minutes West 100.3 feet to intersect the South 64 degrees East 1247 foot line of the Deed from John M. LeCato, etal to the said Frank G. Baker and wife dated September 17, 1940, and recorded in the aforesaid Land Records in Liber JHH 229, folio 59, and thence binding on the said line South 64 degrees East to the end thereof and thence binding on the 5th and 6th lines of said Deed from LeCato to Baker North 48 degrees 30 minutes East 495 feet and North 18 degrees West 856.2 feet more or less to the center of Race Road, the place of beginning.

Containing 3.236 acres more or less.

BEING the same lot of ground and premises which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by George Leslie Schoppert and wife unto the within named Mortgagors.

86185

Plaintiff Exhibit No. 1

FILED

1964 APR 14 PM 1:05

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 set 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~~

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 d.

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

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

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

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

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this Mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns, or JOHN B. ROWE, its duly authorized Attorney or Agent, after any default in the terms of this Mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, ~~the proceeds~~ shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of $200. Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

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

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

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

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

Witness the hand and seal of the said Mortgagor.

WITNESS:

Barbara G. Yeager
Barbara G. Yeager

William Hall Sr. (SEAL)
William Hall, Sr.

Sophie Hall (SEAL)
Sophie Hall

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 26th day of October, Balto. Co., 1962, before me, the subscriber, a Notary Public, of the State of Maryland, in and for ~~the City aforesaid~~, personally appeared WILLIAM HALL, SR. and SOPHIE HALL, 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 BAL. CO., MD.

Barbara G. Yeager
Barbara G. Yeager, Notary Public

4

Rec'd for record Oct. 30, 1962 at 10:03 A.M.

Mailed to Rowe, Rowe & Vick

Militar Affidavit under Soldiers' and Sa: s' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

First Federal Savings and Loan Association of Brooklyn

vs.

William Hall, Sr. and Sophie Hall, his wife

IN THE

CIRCUIT COURT ~~No.~~

for

~~BALTIMORE~~

Anne Arundel County

(In Equity)

Docket ..... **Folio** .....

Case No. .....

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

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

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

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

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

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

Affiant.

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

Subscribed and sworn to before me this 13th day of ~~March~~ April 1964

Notary Public

(Joyce F. Gulley)

JOYCE F. GULLEY NOTARY PUBLIC Anne Arundel County, Md.

FILED

1964 APR 14 PM 1:05

5

STATEMENT OF MORTGAG. CLAIM

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

vs.

WILLIAM HALL, SR., and SOPHIE HALL, his wife

IN THE

CIRCUIT COURT

for ~~XXXXXX~~ ~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY (In Equity)

STATEMENT OF MORTGAGE DEBT

Property - Race Road near Dorsey Road

Original Mortgage	$27,000.00
Less Payments to Principal	1,145.31
	$25,854.69
Plus Interest to April 30, 1964	389.94
	$26,244.63
Less Balance in Escrow Account	25.01
BALANCE DUE	$26,219.62

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 13th day of April in the year nineteen hundred and sixty-four, before me, a Notary Public of the State of Maryland, in and for ~~XXXXXXXXXXXXXXXX~~ Anne Arundel County personally appeared George G. Freyman, Executive Vice President of First Federal Savings 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.

APR 14 11 11 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.

DECREE FOR SALE OF MORTGAGE PREMISES

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

vs.

WILLIAM HALL, SR., and SOPHIE HALL, his wife

IN THE

CIRCUIT COURT

for

~~XXOFXXX~~

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

(In Equity)

No. 16, 272 Equity

TERM, 19

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

It, is, Thereupon, This 14th day of April, in the year nineteen hundred and sixty-four, by the Circuit Court for Anne Arundel Co. ~~XXXXXXXXXXXX~~ **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 himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of twenty seven Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given ~~XXXXXXXXXXXX~~ notice by advertisement, inserted in such daily newspaper or newspapers published in ~~XXXXXXXXXXXX~~ Anne Arundel Co. as * ~~XXXXXXXXXXXXXXXXXXXX~~, of the time, place, manner and terms of sale, which shall be cash, deposit of $1,500.00 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 and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

* at lease 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)

1

D Bowie Duckett

Judge

ROWE, ROWE AND [illegible]CK
2 E. Lexington St.
Baltimore 2, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Known as Race Road near Dorsey Road, Hanover, Anne Arundel County, Maryland Zoned light commercial

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, No. 16272, the undersigned Trustee will sell at Public Auction, on the premises, on

WEDNESDAY, MAY 27, 1964 AT 3:30 P.M. DAYLIGHT SAVING TIME

all that lot of ground and the improvement thereon, situate in Anne Arundel County, and described as follows:

Beginning for the same at a point in the center of Race Road (a public road leading from Jessups to Dorsey as relocated about the year 1937) said point of beginning being at the end of the South 18 degrees East 340 feet more or less line of the Deed from Frank G. Baker and wife to George W. Cavey and wife dated December 9, 1943 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 290, folio 499, and thence binding along the center of said road South 2½ degrees West 850 feet more or less; South 8 degrees 33 minutes West 104.8 feet; South 18 degrees 31 minutes West 100.85 feet; South 21 degrees 24 minutes West 100.3 feet to intersect the South 64 degrees East 1247 foot line of the Deed from John M. LeCato, etal to the said Frank G. Baker and wife dated September 17, 1940, and recorded in the aforesaid Land Records in Liber JHH 229, folio 59, and thence binding on the said line South 64 degrees East to the end thereof and thence bindinb on the 5th and 6th lines of said Deed from LeCato to Baker North 48 degrees 30 minutes East 495 fect and North 18 degrees West 856.2 feet more or less to the center of Race Road, the place of beginning.

Containing 3.236 acres more or less.

THE IMPROVEMENTS consist of two story frame store front dwelling containing five rooms and bath. Oil hot water heat.

TERMS OF SALE: Cash deposit $1500. at time and place of sale, balance upon ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from day of sale to day of settlement. Taxes and all other charges to be adjusted to day of sale. Property transfer tax, if any, to be borne by purchaser. Subject also to such convenants, conditions and restrictions of record, if any, as may affect said lot of ground.

HAROLD M. VICK,
Trustee

T.C.W. HOBBS
Auctioneer M-21

No. 16,272

OFFICE

BOOK 155 PAGE 312

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 22, 1964

We hereby certify, that the annexed

Trustee's Sale

George W. Cavey

Race Road - Hanover

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 May, 1964. The first insertion being made the 30th day of April, 1964.

FILED
1964
MAY 22 PM 2:34

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 155 PAGE 313

BOOK 12 PAGE 417

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

BOND NO: 0466-0160-0957-64

No. 16,272 Equity

Know All Men By These Presents:

THAT WE, Harold M. Vick - 2 East Lexington Street - Baltimore, Maryland 21202

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of TWENTY-SEVEN THOUSAND AND NO/100 ----- Dollars ($ 27,000.00 --), 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 21st day of May 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 on Race Road near Dorsey Road, mentioned in the proceedings in the case of Anne Arundel County, Maryland

First Federal Savings and Loan Association of Brooklyn

vs.

William Hall and wife

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Harold M. Vick does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Joyce F. Morrison

Harold M. Vick (SEAL)
Harold M. Vick

(SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

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

Witness as to Surety:

J. McDuffie

FILED

1964 MAY 25 AM 10:16

Bond approved this 25th day of May, 1964

Louis N. Phipps, Clerk

1-307-Md. Trustee—Receiver 500-8-54

9

REPORT OF SALE

BOOK 155 PAGE 314

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

vs.

WILLIAM HALL, SR. AND SOPHIE HALL, his wife

IN THE

CIRCUIT COURT

FOR ~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY

(IN EQUITY)

No. 16,172 Eq.

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

The Report of Sale of Harold M. Vick

Trustee appointed by the decree in the above entitled cause, to make sale of

the fee simple property

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

the Maryland Gazette

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 Wednesday the 27th day of May 19 64 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 Race Road near Dorsey Road; Hanover, Anne Arundel County, Maryland, the purchase price of said property being $17,000.00, 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 2nd day of June 19 64 before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~Baltimore City~~ Anne Arundel County personally appeared Harold M. Vick,

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

FILED

1964 JUN -3 AM 9:40

As witness my hand and Notarial Seal,

Joyce F. Gulley

Joyce F. Gulley *Notary Public.*

JOYCE F. GULLEY NOTARY PUBLIC Anne Arundel County, Md.

10.

Trustees Sale —
Fee simple Prope ty
Race Road near
Dorsey Road Hanover A.A. Co Md.
by decree of the Circuit Court for
Anne Arundel County in Equity #16272
Sold for % of HAROLD M. VICK TRUSTEE

T. C. W. HOBBS
AUCTIONEER & APPRAISER
3607 FIELDSTONE ROAD
RANDALLSTOWN, MARYLAND

BOOK 155 PAGE 315

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 27th 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 First Federal Savings & Loan Assn of Brooklyn by First Vice, purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said FEE-SIMPLE PROPERTY Race Road near Dorsey Road Hanover A.A. Co Md mentioned in the said Report of Sale.

First Federal Savings & Loan Assn
of Brooklyn by
First Vice President (SEAL)
Purchaser

Notary Public

My Commission Expires
June 3 - 1964

FILED
1964 JUN -3 AM 9:41

11

Trustee's Sale
Fee-Simple Property situate on May 27th 1964
Race Road near Dorsey Road Hanover. A. A Co. Md.

TO WHOM IT MAY CONCERN:
Decree of Circuit Court for A.A. Co in Equity #16272

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 a/c
HAROLD M. VICK
TRUSTEE

(Signed) T. Wm. Hobbs
Auctioneer

Sworn to and subscribed before me, a Notary Public for the City of Baltimore, State of Maryland, this 2nd day of June, 1964.

JOYCE F. GULLEY NOTARY PUBLIC Anne Arundel County, Md.

Joyce F. Gulley
Notary Public

FILED
1964 JUN -3 AM 9:41

12

BOOK 155 PAGE 316

ORDER NISI

FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF BROOKLYN

versus

WILLIAM HALL, SR. AND
SOPHIE HALL, his wife

BOOK 155 PAGE 317

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,272 Equity

Ordered, this 3rd day of June, 19 64, That the sale of the property in these proceedings mentioned made and reported by Harold M. Vick, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of July next.

The report states that the amount of sale was $ 17,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Harold M. Vick, Attorney
(Final Order)

For: The Maryland Gazette (June 11th Edition)

FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF BROOKLYN

versus

WILLIAM HALL, SR. AND
SOPHIE HALL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of July, 19 64 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 JUL 14 PM 1:39

13

BOOK 155 PAGE 318

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,272 Equity
FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

VERSUS

WILLIAM HALL, SR. and SOPHIE HALL, his wife

Ordered, this 3rd day of June, 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 13th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of July next.

The report states that the amount of sale was $17,000.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
Jy-2

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,272
William Hall, Sr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of July, 1964. The first insertion being made the 11th day of June, 1964

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1964 JUL -9 PM 2:40

No. M. G. 11547

BOOK 155 PAGE 319

In the Case of

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

VS.

WILLIAM HALL, SR. AND SOPHIE HALL, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16272 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 AUG -3 AM 10: 13

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 19th day of August, 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 AUG 19 AM 9: 22

15

16

Dr. Mortgaged Real Estate of William Hall Sr. and Sophia Hall, his wife

In Acct. with Harold M. Vick, Trustee

				Cr.	
By	Amount of Sale, as per Trustee's Report of Sale filed		17000 00		
By	Interest, 6%, on deferred payment $15,500.00 from 5/27/64 to 7/24/64		131 60		
By	Adjustment, 1964 taxes		140 18		
				17271	78
To	Trustee for fee, viz	200 00			
To	Trustee for commission, viz	540 00			
			740 00		
To	Trustee for court costs, viz				
	Plaintiff's Solicitor, appearance fee	10 00			
	Clerk, court costs	28 00			
	Auditor, this account	22 50			
			60 50		
To	Trustee for expenses				
	Capital Gazette-Press, Inc.				
	Advertising & Nisi - Sale	107 76			
	Sunpapers Advertising - Sale	13 30			
	New Amsterdam Casualty Co. - bond	108 00			
	T. C. W. Hobba - auctioneer	50 00			
	1964 taxes	321 49			
	½ Federal and State Revenue Stamps	28 05			
	Notary fees	2 00			
			630 60		
To	First Federal Savings & Loan Association, Mortgagee on account of Mortgage claim	15840 68			
			15840 68		
	Balance due on Mortgage as per claim filed	26219 62			
	Interest, 6% on principal balance $25,829.68 from 5/1/64 to 8/17/64	460 62			

	26680	24				
Credit amount allowed above	15840	68				
This amount subject to decree in personam	10839	56				

CMJr:ck 1-4 3/2/64

BOOK 155 PAGE 322

IN THE MATTER OF	:	
A DEED OF TRUST	:	
FROM	:	IN THE
ROBERT S. GREEN	:	CIRCUIT COURT
CHARLES O. HARTING AND	:	FOR
CATHERINE E. HARTING	:	ANNE ARUNDEL COUNTY
TO	:	EQUITY NO. 16,194
W. BURTON GUY AND	:	
PAUL J. WILKINSON, TRUSTEES	:	

* * * *

Mr. Clerk:

Please docket the above entitled case and file Petitioners Exhibit No. 1, Deed of Trust from Robert S. Green, Charles O. Harting and Catherine E. Harting to W. Burton Guy and Paul J. Wilkinson, Trustees, dated October 16, 1963 and recorded among the Land Records of Anne Arundel County in Liber LMP No.1701 folio 548 , covering Lot No. 2 on the Plat of Arundel View, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, Plat 11, now Plat Book No. 22, folio 25.

John A. Biondell
77 Franklin Street
Annapolis, Maryland
Colonial 7-7200

Clarke Murphy, Jr.
300 Title Building
Baltimore, Maryland 21202
Plaza 2-2131

Attorneys for Trustees

FILED

1964 MAR -5 PM 3:19

Application No. H-45740

BOOK 155 PAGE 323

Equity No. 16194

DEED OF TRUST BOOK 1701 PAGE 548

13244

13244-2

THIS DEED OF TRUST, Made this 16th day of October, in the year one thousand nine hundred and sixty-three, by and between ROBERT S. GREEN, of Baltimore County, in the State of Maryland, party of the first part, (hereinafter called the "Borrower") and CHARLES O. HARTING and CATHERINE E. HARTING, his wife, of the State of Maryland, parties of the second part, and W. BURTON GUY and PAUL J. WILKINSON, both of Baltimore City, State of Maryland, parties of the third part, (hereinafter called the "Trustees").

WHEREAS, Robert S. Green is justly indebted unto W. Burton Guy & Co., Inc., a Maryland Corporation, in the full and just sum of TEN THOUSAND DOLLARS ($10,000.00), which said sum of money the party of the first part covenants and agrees to repay unto W. Burton Guy & Co., Inc. on the 16th day of July, 1964, together with interest thereon in the meantime at the rate of six per centum (6%) per annum, payable on the 16th day of each month to and including the 16th day of July, 1964, both principal and interest to be payable at the office of W. Burton Guy & Co., Inc., in Baltimore City, or such other place as the holder hereof may from time to time designate in writing.

AND it is expressly agreed that if default be made in the payment of any of the aforesaid installments of interest and interest and principal, as above set forth, when and as the same shall become due and payable, then, and in that event, the unpaid balance of the aforesaid sum and agreed interest thereon, shall, at the option of the holder of the Note, at once become due and payable.

ALL of which is set forth in one Promissory Note which has been signed and delivered by the said party of the first part to the said W. Burton Guy & Co., Inc., bearing even date herewith.

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 parties of the third 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 all money which may be advanced as provided herein, with interest on all such costs and advances from the date hereof.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH: That the parties of the first and second parts in consideration of the premises and the sum of One Dollar ($1.00), the receipt whereof prior to the signing and delivery of these presents is acknowledged, do grant, convey and assign unto the parties of the third part, as Trustees, subject to the provisions hereinafter provided all that lot of ground situate and lying in the Fourth Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:-

BEING known and designated as Lot No. 2 on the Plat of Arundel View, made by James D. Hicks, County Surveyor, August 15, 1950 said plat recorded among the Plat Records of Anne Arundel County in Hat Cabinet No. 3, Rod F-9, Plat 11, now Plat Book No. 22, folio 25.

$2.00

FILED

1964 MAR -5 PM 3:13

2

SUBJECT to an easement for storm water drainage facilities conveyed by Jacob Cohen and Christina Cohen, his wife, to the County Commissioners of Anne Arundel County, by Deed dated May 19th, 1954 and recorded among the aforesaid Land Records in Liber J.H.H. No. 839, folio 26.

BEING the same lot of ground described in a Lease dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, from Charles O. Harting and Catherine E. Harting, his wife, to Que Holding Corporation, whereby was reserved, issuing and payable out of said lot of ground an annual ground rent of One Hundred Twenty Dollars ($120.00), payable in equal semi-annual installments on the 16th days of April and October, in each and every year.

BEING ALSO 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 prior hereto, was granted and assigned by Que Holding Corporation unto the within named Mortgagor.

Charles O. Harting and Catherine E. Harting, his wife, as the owners of the reversion and annual ground rent issuing out of the property hereinabove described in the Lease hereinbefore referred to, join in the execution hereof solely for the purpose of subjecting the entire fee simple estate in the property hereinbefore described to the lien of this Deed of Trust without obligation or responsibility upon the said Charles O. Harting and Catherine E. Harting, his wife, their heirs and assigns, for the payment of the sum secured hereby.

Anything herein to the contrary notwithstanding, that prior to the commencement of any foreclosure proceeding or sale pursuant to the provisions hereinafter set forth W. Burton Guy & Co., Inc., or the holder of the Note secured hereby is to give to the parties of the second part herein, written notice of any default hereunder and allow the parties of the second part herein to remedy such default within a period of fifteen (15) days after such notice.

3

TOGETHER with all the improvements in anywise appertaining, and all the estate, right, title, interest and claim either at law or in equity of the parties of the first part, of, in, to or out of the said land and premises.

TO HAVE AND TO HOLD the said lot or lots of ground with improvements and any other property and rights described above (all of which is hereinafter called the said property) unto the Trustees and their successors and assigns, in fee simple.

IN TRUST, NEVERTHELESS, to permit the Borrower to have possession of the said property and the rents and profits thereof until default in any of the covenants or conditions of this deed of trust or the note, but not thereafter; and to release and reconvey the said property unto the Borrower, at the Borrower's cost, at any time before the sale hereinafter provided for, upon the full payment of the note with interest and any other sums owing to the holder of the note or to the Trustees, including moneys advanced, costs, charges, expenses, commissions and half-commissions;

But upon a default in the payment of any indebtedness hereby secured or in the performance of any of the covenants and conditions of this deed of trust or the note, the Trustees shall have the power and duty to sell, and in case of default of any purchaser to resell, the said property at public auction, either as an entirety or in such separate parcels, on such terms, and after such previous public advertisement, as the Trustees may deem advisable; and to convey said property, upon compliance with the terms of sale, to, and at the cost, of, the purchaser, who shall not be required to see to the application of the purchase money; and to apply the proceeds of sale as follows: First, to the payment of all expenses incident to said sale, including an attorney's fee in such amount as the court may deem proper and also compensation to the Trustees equal to the commission allowed trustees for making sales of property under decrees of the equity courts having jurisdiction; second, to pay whatever may then remain unpaid of the note, whether matured or not by the terms thereof, it being agreed that the note shall become due in full upon said sale being made, and pay all other amounts owing the holder of the note and the Trustees under the provisions hereof; and third, to pay the balance, if any, to the Borrower or to any person or persons entitled thereto, upon the surrender of the said property to the purchaser, less any expense incurred in obtaining possession.

The Borrower hereby covenants and agrees as follows:

1. To pay the said loan and interest thereupon until the whole of said debt shall be repaid, and to pay, when due, all ground rents, taxes, assessments, public and other dues and charges levied or assessed or which may be levied or assessed on the said property and on the loan and interest, and not to permit any lien or encumbrance on the said property superior to the lien of this deed of trust.

2. To keep all buildings subject hereto in good and substantial repair and not to permit or suffer any waste thereof; and not to tear down or materially change, nor permit to be torn down or materially changed, the improvements on the said property, without the written consent of the holder of the note.

3. To keep the improvements upon the said property insured from loss by fire, war damage, if available, and such other hazards as may be desired by the holder of the note, in such insurance companies and in such amounts as may be satisfactory to the holder of the note, and to cause a New York or standard mortgagee clause satisfactory to the holder of the note, to be attached to such policies; and to deliver all such policies to the holder of the note to be kept by it; all payments under the insurance policies shall be made to the sole order of the holder of the note as its interest may appear, and, at its option, it may apply the proceeds of the insurance to the cost, in whole or in part, of restoring or repairing any damage done by fire, or to payment of the said loan.

4. To comply with all laws, ordinances and regulations affecting said property or its use.

5. To warrant specially the said property and to execute such further assurances thereof as may be requisite.

6. That in the event of any default in any covenant of this deed of trust or of the note, or in the event a receiver or trustee is appointed for the property of the Borrower, or of a major portion of its property, either in bankruptcy or in equity, or in case the Borrower executes a Deed of Trust of its property for the benefit of creditors, then the whole loan with interest shall, at the option of the holder of the note, be and become due and payable, and interest shall run from such time at the rate of six per centum (6%) per annum.

4

7. That immediately upon the first insertion of the advertisement or notice of sale there shall be and become due and owing by the Borrower to the Trustees, all expenses incident to said advertisement or notice, all court costs, and all expenses, incident to the proceedings under this Deed of Trust, and a commission on the total amount of the loan, principal and interest, then due, equal to one-half the percentage allowed as commission on such sum to trustees making sale under orders or decrees of equity courts in Maryland, and the holder of the note shall not be required to receive the principal and interest only of said loan in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions.

8. That should the Borrower fail or neglect to pay any ground rent, taxes, assessments, public and other dues or charges which may be levied or assessed on the said property or on the loan and interest, when due, or to keep the said property insured as agreed herein, the holder of the note may make such payments or insure said property against such loss in such an amount as may be necessary to secure the loan, and such sum or sums so paid shall be added to the principal of the loan, interest to run thereon at the rate of six per centum (6%) per annum.

9. That should all or any part of the said property be condemned or taken through eminent domain proceedings, all or such part of any award or proceeds thereof as the holder of the note in its sole discretion may require, shall be paid to the holder of the note and applied to the payment of the loan hereby secured.

10. That the holder of the note 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 Borrowers, 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 Borrower from its obligations hereunder and without releasing the right of the Trustees and the holder of the note to enforce this deed of trust in regard to the said property.

11. Trustees upon written request of the Borrower bearing the consent of the holder of the note shall have the power at any time to subordinate this Deed of Trust to any other conveyance, or release from the encumbrances of this Deed of Trust any portion of the property described herein and any easement or right with reference thereto.

12. That upon default in any of the covenants or conditions of this deed of trust or of the note, the holder of the note, shall be entitled without notice to the Borrower to the immediate appointment of a receiver of the said property to operate the same, without regard to the adequacy thereof as security for the loan, and upon any default, whether or not a receiver be appointed, the rents and profits of the said property are hereby assigned to the holder of the note as additional security.

13. That the holder of the note shall be entitled to remove, substitute, or add a trustee or trustees, at its option, with or without cause or notice, by instrument duly executed, acknowledged and recorded among the Land Records of the City or County where this Deed of Trust is recorded.

14. That the rights, powers, privileges and discretions specifically granted to the Trustees and to the holder 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 and mortgages in the State of Maryland, now or hereafter existing.

15. In the event the aforesaid sums advanced in accordance with the terms of this deed of trust shall be used for construction or improvements upon the property herein conveyed it is covenanted and agreed that upon any default of the Borrower, the Trustees are authorized at the written request of the holder of the note to enter into the said property and continue the construction of the improvements. The Borrower hereby giving to the Trustees full power and authority to enter into such contracts and arrangements as may be necessary to continue or complete the same, all without prejudice to the option of the holder of the note and thereafter to elect any other remedy herein or by law provided and monies expended for and in connection with such construction shall be considered advances of the loan hereby secured.

16. In the event of the disability or absence of one of said Trustees, the powers, duties and trusts hereby created and reposed in said Trustees may be executed by the other Trustee with the same legal force and effect as though executed by both of them.

The covenants, agreements, conditions and limitations of or imposed upon the Borrower herein shall be binding upon him, his heirs and assigns.

The rights, powers, privileges and discretions to which the Trustee and the holder of the Note may be entitled herein shall inure to the benefit of their successors and assigns.

WITNESS: the hand and seal of the said party of the first part, the Borrower, and
WITNESS: the hands and seals of the said parties of the second part.

WITNESS:

George M Bagley — Robert S. Green (SEAL)

Thomas C. Carlin — Charles O. Harting (SEAL)

Thomas C. Carlin — Catherine E. Harting (SEAL)

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

I HEREBY CERTIFY, That on this 16th day of October, 1963 before me, the subscriber, a Notary Public of the State aforesaid, personally appeared ROBERT S. GREEN, party of the first part herein, known to me (or satisfactorily proven) 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 in my presence signed and sealed the same.

WITNESS: My hand and Notarial Seal.

George M Bagley
Notary Public

My Commission expires:- May 3rd, 1965

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

I HEREBY CERTIFY, That on this 16th day of October, 1963 before me, the subscriber a Notary Public of the State aforesaid, personally appeared CHARLES O. HARTING and CATHERINE E. HARTING, his wife, parties of the second part herein, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained, and in my presence signed and sealed the same.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing DEED OF TRUST is truly taken and copied from Liber L N P No. 1701 folio 548 one of the ..... 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 3RD day of MARCH A. D., 1964.

Francis N. Phipps
Clerk of the Circuit Court for Anne Arundel County

CMJr:ck 1-4 3/2/64

BOOK 155 PAGE 328

IN THE MATTER OF	:	
A DEED OF TRUST	:	
FROM	:	IN THE
ROBERT S. GREEN	:	CIRCUIT COURT
CHARLES O. HARTING AND	:	FOR
CATHERINE E. HARTING	:	ANNE ARUNDEL COUNTY
TO	:	EQUITY NO. 16,194
W. BURTON GUY AND	:	
PAUL J. WILKINSON, TRUSTEES	:	

* * * *

STATEMENT OF DEED OF TRUST DEBT

Statement of the claim of W. Burton Guy & Co., Inc., owner of the Deed of Trust Note secured by the Deed of Trust from Robert S. Green, Charles O. Harting and Catherine E. Harting to W. Burton Guy and Paul J. Wilkinson, dated the 16th day of October, 1963, and recorded among the Land Records of Anne Arundel County in Liber LMP, No. 1701, folio 548, said Deed of Trust Note being in the principal amount of Ten Thousand Dollars ($10,000.00).

Unpaid principal balance on 2/29/64	$ 5,800.00
Unpaid interest on principal balance to 2/29/64	57.03
Total	$ 5,857.03

Daily interest on principal balance $.97

STATE OF MARYLAND, CITY OF BALTIMORE, SCT.

I HEREBY CERTIFY that on this 3rd day of March in the year nineteen hundred and sixty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared William B. Guy, Jr., Vice President of W. Burton Guy & Co., Inc. and made oath that the foregoing is a just and true statement of the amount of the claim under the Deed of Trust filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and notarial seal.

Evelyn M. Davis
Notary Public

My commission expires: May 3, 1965

64 MAR 5 PM 3:13

1

Trustee's Bond

BOOK 155 PAGE 329

KNOW ALL MEN BY THESE PRESENTS:

No. 16, 1964 Equity

THAT WE W. Burton Guy, Sr. & Paul J. Wilkinson of Baltimore Marvland as principal, and NORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN a corporation of the State of WISCONSIN, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand&00/100 ($10,000) 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 Tenth day of March in the year of our Lord one thousand nine hundred and sixty four.

LIBER 12 PAGE 355

WHEREAS, the above bounden W. Burton Guy, Sr. & Paul J. Wilkinson by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel Co., has been appointed trustees to sell Real Estate under deed of trust known as Rt. 175, Lot 2, Arundel View, Anne Arundel Co., Md.

~~mentioned in the proceedings in the case of~~

~~now pending in said Court;~~

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN W. Burton Guy, Sr. & Paul J. Wilkinson 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

Margaret L. Stickle

(SEAL)

(SEAL)

NORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN (SEAL)

By: John L. Bartha (SEAL)

Attorney-in-Fact

State of Maryland, ~~Baltimore City~~ Anne Arundel Co., sct:

KNOW ALL MEN BY THESE PRESENTS: That the NORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN a corporation of the State of WISCONSIN does hereby constitute and appoint RALPH J. LYNCH, EDWARD J. TEWEY, JOHN L. BARTHA 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 Co., 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 NORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN duly affixed by its Assistant Vice-President and attested by its Secretary, this 13th day of August, 1963.

NORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN

By: FRANK J. PACKEE
Assistant Vice President

ATTEST:

ARTHUR F. HART
Secretary

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

March 10, 1964

NORTHWESTERN NATIONAL INSURANCE COMPANY OF MILWAUKEE, WISCONSIN

John M. Archer, *Assistant Secretary*

Bond approved this 16th day of March, 1964

Louis N. Phipps, Clerk

John A. B[illegible]dell
77 Franklin [illegible]reet
Annapolis, Maryland
and
Clarke Murphy, Jr.
300 Title Building
Baltimore, Maryland
Attorneys

Trustee's Sale
OF VALUABLE FEE SIMPLE PROPERTY

WITH PARTIALLY COMPLETED DWELLING, LOT 2, ARUNDEL VIEW ON MARYLAND ROUTE 175.

By virtue of the power of sale contained in a certain Deed of Trust from Robert S. Green, Charles O. Harting and Catherine E. Harting dated October 16, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.M.P. No. 1701, folio 548, default having occurred in the covenants of said Deed of Trust and/or payment of the indebtedness thereby secured, and at the request of the holder of the note secured thereby, the undersigned, Trustees, will sell at public auction, on the premises, on

TUESDAY, MARCH 31, 1964 AT 1:00 O'CLOCK P.M.

the property described in said Deed of Trust as follows:

Being known and designated as Lot No. 2 on the Plat of Arundel View made by James D. Hicks, County Surveyor, August 15, 1950, said Plat recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, Plat 11, now Plat Book No. 22, folio 25. Together with the building and improvements thereon erected, made or being, and all and every, the rights, alleys and ways, waters, privileges, appurtenances and advantages to the same belonging or anywise appertaining. Improved by a partially completed framed dwelling containing three bedrooms, one bath, living room, dining room, kitchen and full basement.

In fee simple, subject to conditions, restrictions and agreements of record, if any.

Terms of Sale: Cash. A deposit of $500 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 tax, if any, to be adjusted to date of sale. Costs of all documentary stamps and transfer tax, if any, to be borne by purchaser.

W. BURTON GUY
PAUL J. WILKINSON
Trustees
Robert H. CAMPBELL
Auctioneer

M-26

9 No.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

3/6/64

BOOK 155 PAGE 330

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1964

We hereby certify, that the annexed

Trustee's Sale
Robert S. Green, Charles O. Harting and Catherine E. Harting

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 31st day of March, 1964. The first insertion being made the 12th day of March, 1964

THE CAPITAL-GAZETTE PRESS, INC.

MAR 30 P[illegible]

By [illegible]

IN THE MATTER OF A DEED OF TRUST FROM ROBERT S. GREEN, CHARLES O. HARTING and CATHERINE E. HARTING TO W. BURTON GUY and PAUL J. WILKINSON, TRUSTEES	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 16,194

* * * * *

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, That I did sell at Public Auction on Tuesday, March 31, 1964, at 1:00 p.m. the property known and designated as Lot No. 2, Plat of Arundel View, Anne Arundel County, Maryland, belonging to Robert S. Green, Charles O. Harting and Catherine E. Harting, at and for the sum of Five thousand eight hundred dollars ($5,800.00), the successful bidder being W. Burton Guy & Co., Inc., and the sale was fairly made.

Robert H. Campbell, Auctioneer

FILED

1964 APR 15 PM 1:29

10

CMJr:ck 1-4 3/31/64

BOOK 155 PAGE 332

IN THE MATTER OF	:	
A DEED OF TRUST	:	
FROM	:	IN THE
ROBERT S. GREEN	:	CIRCUIT COURT
CHARLES O. HARTING AND	:	FOR
CATHERINE E. HARTING	:	ANNE ARUNDEL COUNTY
TO	:	EQUITY NO. 16,194
W. BURTON GUY AND	:	
PAUL J. WILKINSON, TRUSTEES	:	

* * * * *

AFFIDAVIT BY PURCHASER PURSUANT TO RULE BR6(3)

W. Burton Guy & Co., Inc. by William B. Guy, Jr., its Vice President, makes oath in due form of law that it was the purchaser at the judicial sale on March 31, 1964 of the premises Lot No. 2 Arundel View, Anne Arundel, Maryland, that it was not acting as agent for any party, that no other parties are interested as principals and that it did not directly or indirectly discourage anyone from bidding for the property.

W. BURTON GUY & CO., INC.

By William B. Guy
William B. Guy, Jr.,
Vice President

State of Maryland

City of Baltimore

Signed and sworn to before me a Notary Public this 3rd day of April 1964.

Evelyn M. Davis
Evelyn M. Davis
Notary Public

My commission expires:

APR 15 11 1:29

CMJr:ck 1-4 4/8/64

BOOK 155 PAGE 333

IN THE MATTER OF	:	
A DEED OF TRUST	:	
FROM	:	IN THE
ROBERT S. GREEN	:	CIRCUIT COURT
CHARLES O. HARTING AND	:	FOR
CATHERINE E. HARTING	:	ANNE ARUNDEL COUNTY
TO	:	EQUITY NO. 16,194
W. BURTON GUY AND	:	
PAUL J. WILKINSON, TRUSTEES	:	

* * * * *

REPORT OF SALE OF TRUSTEE

The report of the undersigned Trustee named in the Deed of Trust from Robert S. Green, Charles O. Harting and Catherine E. Harting dated the 16th day of October 1963, and recorded among the Land Records of Anne Arundel County in Liber L.M.P. No. 1701, folio 548, respectfully shows:

That after default had occurred under the terms and conditions of the said Deed of Trust, and after bond was given with security for the said Deed of Trust, and having complied with all the other duties as required by law and the said Deed of Trust, and having given notice of the time, place, terms and manner of sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, Maryland, the said undersigned Trustee did, pursuant to said notice, at the premises, to wit, Lot No. 2 Plat of Arundel View, Anne Arundel County, Maryland, on Tuesday, March 31, 1964 at 1:00 P.M. proceed to offer for sale at public auction the property described

APR 15

in said Deed of Trust and advertisement, to which reference is hereby made for a more particular description, and sold same to W. Burton Guy & Co., Inc., at and for the sum of Five Thousand Eight Hundred Dollars ($5,800.00).

The Trustee further reports and states that the said sale was in every respect fairly made and that the property brought a fair price.

John A. Blondell

W. Burton Guy, Trustee

~~Clarke~~ Murphy, Jr.
Attorneys for Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 4th day of April 1964, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared W. Burton Guy, Trustee above named, and made oath in due form of law that the matters and facts set forth in the aforegoing report are true to the best of his knowledge, information and belief, and made further oath that the sale therein reported was fairly made.

Evelyn M. Davis
Notary Public

My commission expires: May 3, 1965

13

ORDER NISI

BOOK 155 PAGE 335

IN THE MATTER OF A DEED OF TRUST
FROM ROBERT S. GREEN, CHARLES O.
HARTING AND CATHERINE E. HARTING
~~versus~~
TO
W. BURTON GUY AND
PAUL J. WILKINSON, TRUSTEES

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,194 Equity

Ordered, this 15th day of April, 1964, That the sale of the property in these proceedings mentioned made and reported by W. Burton Guy, Trustee

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 $ 5,800.00.

Clerk.

True Copy,

TEST: Clerk.

John A. Blondell, Atty
(Final Order)

For the Maryland Gazette (Apr. 23rd Edition)

IN THE MATTER OF A DEED OF TRUST
FROM ROBERT S. GREEN, CHARLES O.
HARTING AND CATHERINE E. HARTING
~~versus~~
TO
W. BURTON GUY AND
PAUL J. WILKINSON, TRUSTEES

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 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.

JUDGE.

FILED
1964 MAY 27 AM 10:55

14

BOOK 155 PAGE 336

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,194 EQUITY

In the Matter of a Deed of Trust from ROBERT S. GREEN, CHARLES O. HARTING AND CATHERINE T. HARTING

TO

W. BURTON GUY AND PAUL J. WILKINSON, Trustees

Ordered, this 15th day of April, 1964, That the sale of the property in these proceedings mentioned made and reported by W. Burton Guy, Trustee 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 $5,800.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 15, 1964

We hereby certify, that the annexed

Order Nisi

Case No. 16,194

Robert S. Green

Charles O. Harting

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

15

No. M. G. 6819

By H. Tighe

In the Case of

In the Matter of A Deed of Trust from
Robert S. Green, Charles O. Harting and
Catherine E. Harting
~~XX~~ TO
W. Burton Guy and
Paul J. Wilkinson, Trustees

In the

Circuit Court

For

Anne Arundel County

No. 16194 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 27 AM 11:32

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 12th day of August, 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 AUG 12 AM 9:15

16

17

Dr. Mortgaged Real Estate of Robert S. Green, Charles O. Harting and Catherine E. Harting

In Acct. with W. Burton Guy and Paul J. Wilkinson, Trustees

						Cr.	
By	Amount of Sale, as per Trustees' Report of Sale filed			5800	00		
By	Interest, 6%, on deferred payment $5,300.00 from 3/31/64 to 6/1/64			58	00		
						5858	00
To	Trustees for commission, viz	204	00				
To	Trustees for attorney's fee, as per Order of Court 6/17/64	325	00				
				529	00		
To	Trustees for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	22	50				
				60	50		
To	Trustees for expenses, viz						
	Capital-Gazette Press, Inc. Advertising & Nisi Sale	81	93				
	Northwestern National Insurance Co. bond	40	00				
	Robert H. Cambell- auctioneer's fee	50	00				
				171	93		
To	W. Burton Guy & Co., Inc. Mortgagee on account of Mortgage claim	5096	57				
				5096	57		
						5858	00
	Balance due on Mortgage as per claim filed	5857	03				
	Interest, 6%, on principal balance $5800.00 from 3/1/64 to 8/10/64	157	00				
		6014	03				
	Credit Amount allowed above	5096	57				
	This amount subject to decree in personam	917	46				

PETITION FOR FORECLOSURE

BOOK 155 PAGE 339

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

VS.

ANTHONY HUTCHESON and ANNA B. HUTCHESON, his wife

IN THE

CIRCUIT COURT

FOR ~~XXX~~

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

(IN EQUITY) 16,218

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 15th day of October, 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~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $ 20,500.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

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*

Plaintiff's Exhibit No. 1

Form 812

[DR.—CITY OR COUNTY]

BOOK 155 PAGE 340

Equity No. 16,218

Mortgage

BOOK 1342 PAGE 581

THIS MORTGAGE, Made this 15th day of October, in the year Nineteen Hundred and Fifty-nine, by and between Anthony Hutcheson and Anna B. Hutcheson, his wife,

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 Twenty Thousand Five Hundred Dollars ($ 20,500.00), 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 Twenty Thousand Five Hundred Dollars ($ 20,500.00), 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 One Hundred Seventy Dollars ($ 170.00), 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 November, 19 59, 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 those lot(s) of ground situate, lying and being in the Second District of Anne Arundel County, State of Maryland, and particularly described as follows:

BEING known and designated as Lots B and C, in Block No. 6 on the revised plat of Arundel-on-the-Bay, which Plat is recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 3, folio 82 (Cabinet No. 1, Rod A-3, Folio 11), each of said lots fronting fifty feet on Chesapeake Avenue, and having an irregular depth of one hundred eighty-two feet, more or less.

BEING the same lots 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, were granted and conveyed by Evan A. Gilkes and wife to the herein named Mortgagors.

Also all that lot of ground situate, lying and being in the Sixth District of of Anne Arundel County, State of Maryland, and particularly described as follows:

BEING all that lot of ground situate on the west side of Calvert Street, the improvements whereon are known as No. 27 Calvert Street, Annapolis, which lot is more

1964 MAR 16

particularly described in a deed from Leon Harris, divorced and unmarried, to Charles E. Tongue and Anna B. Tongue, his wife, dated June 19, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1041, folio 348, 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, together with the right of way over the alley mentioned in said deed.

BEING also the same lot of ground described in a first mortgage from the said Charles E. Tongue and Anna B. Tongue, his wife to the herein named Mortgagee, dated June 19, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1041, folio 350, made to secure the repayment of the sum of Seventy-eight Hundred Dollars and interest.

SEE ALSO deed dated May 29, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1306, folio 285, from Douglas F. Lyons, Trustee, to Anna B. Tongue, who has since intermarried with the said Anthony Hutcheson.

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 herein-before 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

Anthony Hutcheson (SEAL)

Anna B. Hutcheson (SEAL)

Anna B. Hutcheson

(SEAL)

(SEAL)

5

BOOK 1342 PAGE 584

BOOK 155 PAGE 343

STATE OF MARYLAND, BALTIMORE CITY , to wit:

I HEREBY CERTIFY, That on this 15th day of October , 19 59 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Anthony Hutcheson and Anna B. Hutcheson, his wife,

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 BALTIMORE, MD.

Antoinette M. Granese Notary Public

My commission expires May 1, 1961

9.50

Rec'd for record Oct. 23 1959 at 1:26 P.M.
Mailed to Kohlerman & Dumler

ANNE ARUNDEL COUNTY

Mortgage

FROM

ANTHONY HUTCHESON

AND WIFE

TO

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

FILED OCT 23 PM 1:25 1959

KOHLERMAN AND DUMLER
Attorneys at Law
1406 Fidelity Building
Baltimore 1, Maryland

File No. A-5616-T

Property:
Lots B & C, Blk. 6,
Arundel-on-the-Bay
27 Calvert St., Annapolis

Description approved

Execution approved

STATEMENT OF MORTGAGE CLAIM

BOOK 155 PAGE 344

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

vs.

ANTHONY HUTCHESON and ANNA B. HUTCHESON, his wife

IN THE

CIRCUIT COURT

~~FOR~~

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

(IN EQUITY) No. 16,215

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage dated October 15, 1959	$ 20,500.00
Less payments thereon	2,673.78
Balance as of March 31, 1964	17,826.22

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this thirteenth 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, 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.

MAR 16 [illegible]

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

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

vs.

ANTHONY HUTCHESON and ANNA B. HUTCHESON, his wife

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

(IN EQUITY) No. 16,218

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

Charles F. Loos *Affiant.*

Subscribed and sworn to before me this 27th day of March 1964

Isabelle Bowers

Notary Public

My commission expires May 3, 1965

1

DECREE FOR SALE OF MORTGAGE PREMISES

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

vs.

ANTHONY HUTCHESON and ANNA B. HUTCHESON, his wife

IN THE

CIRCUIT COURT

FOR

—OR—

ANNE ARUNDEL COUNTY

(IN EQUITY) 16,918

..... 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 16 day of March, in the year nineteen hundred and sixty-four, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Paul Beall and James H. Whitney 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 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 Nineteen 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 Anne Arundel County, as they shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $750.00 at time of sale, balance in cash upon final ratification or sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of 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.

O Bowie Duckett

FILED

1964 MAR 17 PM 3:04

BOOK 155 PAGE 347

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

BOOK 12 PAGE 388

Dckt 21 folio 447
Case No 16,718 77 96 431

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 Nineteen Thousand and 00/100----------($19,000.00)--Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 13th day of 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.

vs:

Anthony Hutcheson and Anna B. Hutcheson, h/w

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:

Antoinette M. Frankie

Paul Beall (SEAL)

James H. Whitney (SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Dawn Whitney
Dawn Whitney *As to Surety*

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

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

Bond approved this 14 day of April, 1964
Lewis N. Phipps, Clerk

FILED
1964 APR 14 PM 1:21

KOHLERMAN AND [illegible]LER
Solititors
Baltimore, Maryland 21201

Trustee's Sale
OF VALUABLE FEE SIMPLE WATERFRONT PROPERTY

FACING CHESAPEAKE BAY AT ARUNDEL-ON-THE-BAY SECOND ELECTION DISTRICT — ANNE ARUNDEL COUNTY

By virtue of a Decree of the Circuit Court for Anne Arundel County (Case No. 16,218), the undersigned Trustees will sell at public auction on the premises, on

TUESDAY, the 21ST DAY OF APRIL, 1964, AT 2:00 O'CLOCK P.M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS thereon situate in Anne Arundel County, in the Second Election District, and described as follows:

KNOWN AND DESIGNATED as Lots B and C, in Block No. 6 on the Revised Plat of Arundel-on-the-Bay, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 9, folio 25.

SAID lots are located on the west side of Chesapeake Avenue, fifty feet north of Linden Avenue, and one hundred fifty feet south of Redwood Avenue, with a combined frontage of one hundred feet on the west side of Chesapeake Avenue with an irregular depth westerly of approximately one hundred eighty-two feet.

IMPROVED by a two-story frame dwelling facing Chesapeake Bay.

The property will be sold subject to conditions, restrictions, and agreements of record affecting same, if any.

TERMS OF SALE: Cash. A deposit of $750.00 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
Auctioneers, Inc.
212 N. Calvert St.
Balto., 2, Md.
PLaza 2-4868

A-16

No. 10

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 348

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 17, 1964

We hereby certify, that the annexed

Trustee's Sale

Case No. 16,218

Arundel On The Bay

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of April, 1964. The first insertion being made the 26th day of March, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(Case No. 16,218)

ASSOCIATION, INC.

VS.

ANTHONY HUTCHESON and

ANNA B. HUTCHESON, his wife

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 21st day of April 1964, sold the property described in the attached advertisement ofsale at and for the sum of $19,400 -xx to John E. and Hattie Hunt he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

By Alex Cooper
Alex Cooper - Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 21st day of April 1964, purchased the property described in the attached advertisement of sale from Paul Beall & James H. Whitney, Trustees, at and for the sum of #19,400 -xx and I hereby agree to comply with the terms of sale as set forth in the attached advertisment of sale.

John E. Hunt
Hattie Hunt
Purchaser

KOHLERMAN AND DUMLER
Solititors
Baltimore, Maryland 21201

Trustee's Sale OF VALUABLE FEE SIMPLE WATERFRONT PROPERTY

FACING CHESAPEAKE BAY AT ARUNDEL-ON-THE-BAY SECOND ELECTION DISTRICT — ANNE ARUNDEL COUNTY

By virtue of a Decree of the Circuit Court for Anne Arundel County (Case No. 16,218), the undersigned Trustees will sell at public auction on the premises, on

TUESDAY, the 21ST DAY OF APRIL, 1964, AT 2:00 O'CLOCK P.M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS thereon situate in Anne Arundel County, in the Second Election District, and described as follows:

KNOWN AND DESIGNATED as Lots B and C, in Block No. 6 on the Revised Plat of Arundel-on-the-Bay, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 9, folio 25.

SAID lots are located on the west side of Chesapeake Avenue, fifty feet north of Linden Avenue, and one hundred fifty feet south of Redwood Avenue, with a combined frontage of one hundred feet on the west side of Chesapeake Avenue with an irregular depth westerly of approximately one hundred eighty-two feet.

IMPROVED by a two-story frame dwelling facing Chesapeake Bay.

The property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

TERMS OF SALE: Cash. A deposit of $750.00 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
Auctioneers, Inc.
212 N. Calvert St.
Balto. 2, Md.
PLaza 2-4868

A-16

BOOK 155 PAGE 350

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 21ST day of April, 1962, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Baltimore City~~, Baltimore County personally appeared John E. Hunt, Sr. and Hattie E. Hunt, his wife purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, ~~or the purchased same as agent and his principal~~ is [illegible] and that he has not directly or indirectly discouraged anyone from bidding for the said Lots B & C, Block G - Revised PLAT - Arundel-on-the-Bay, mentioned in the said Report of Sale.

John E. Hunt Sr. (SEAL) Joseph A. Cooper
Purchaser Notary Public

Hattie E. Hunt
Purchaser

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

REPORT OF SALE

BOOK 155 PAGE 351

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

vs.

ANTHONY HUTCHESON and ANNA B. HUTCHESON, his wife

IN THE

CIRCUIT COURT

FOR
~~—XXX—~~
ANNE ARUNDEL COUNTY
~~XXXXXXXXXXXXXXXX~~
(IN EQUITY)

Docket No. 21, folio 422, Case No. 16,218

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 known as Lots B and C, in Block No. 6 on the Revised Plat of Arundel-on-the-Bay,

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 weekly

~~daily~~ 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 21st day of April, 19 64, at 2 o'clock P.M. attend on the premises and then and there sold the fee simple property described above to JOHN E. HUNT, SR. and HATTIE E. HUNT, his wife, at and for the sum of Nineteen Thousand Four Hundred Dollars ($19,400.00), 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 twenty-second 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 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

13

ORDER NISI

BOOK 155 PAGE 352

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

versus

ANTHONY HUTCHESON and ANNA B. HUTCHESON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,218 Equity

Ordered, this 23 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 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 $ 19,400.00.

Louis N. Phipps Clerk.

True Copy,

Paul Beall, Atty.

TEST: Clerk.
For the Maryland Gazette (April 30th Edition)

(Final Order)

CAPITAL SAVINGS AND LOAN ASSOCIATION INC.

versus

ANTHONY HUTCHESON and ANNA B. HUTCHESON, 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 2:17

14

BOOK 155 PAGE 353

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 16,218 Equity
CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.
versus
ANTHONY HUTCHESON and ANNA B. HUTCHESON, his wife

Ordered, this 23rd day of April, 1964, That the sale of the property in these proceedinys 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 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 $19,400.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 22, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,218
Anthony Hutcheson

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. 6-5-3-9

15

In the Case of

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

VS.

ANTHONY HUTCHESON AND
ANNA B. HUTCHESON, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16218 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 AUG 11 PM 1:51

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 27th day of August, 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: A Jankowski, deputy

FILED
1964 AUG 27 PM 1:44

Dr. Mortgaged Real Estate of Anthony Hutcheson and Anna B. Hutcheson, his wife

BOOK 155 PAGE 355

In Acct. with Paul Beall and James H. Whitney, Trustees

			Cr.	
By	Amount of Sale, as per Trustees' Report of Sale filed		19400 00	
By	Interest, 6% on deferred payment, $18,650.00 from 4/21/64 to 7/20/64		276 64	
	Adjustment, 1964 taxes		288 46	
				19965 10
To	Trustees, for fee, viz	75 00		
To	Trustees, for commission, viz	612 00		
			687 00	
To	Trustees for court costs, viz			
	Plaintiff's Solicitor, appearance fee	10 00		
	Clerk, court costs	30 50		
	Auditor, this account	35 00		
			75 50	
To	Trustees for expenses, viz			
	Capital-Gazette Press, Inc.			
	Advertising & Nisi - Sale	97 24		
	Sunpapers - Advertising - Sale	46 00		
	Fidelity and Deposit Co. of Maryland-bond	76 00		
	Alex Cooper, Auctioneers, Inc.	545 00		
	½ Federal and Statem Revenue Stamps	32 17		
			796 41	
To	Capital Savings & Loan Association, Mortgagee in full for Mortgage claim filed	17826 22		
	Interest, 6% thereon from 4/1/64 to 8/17/64	406 72		
			18232 94	
To	Clarence A. Winegardner, Jr. in full for			
	judgment claim filed 101.70			
	Interest 12.70			
	Court costs 24.40			
		138 80		
			138 80	
To	McNew Brothers Inc. on account of judgment claim filed	34 45		
			34 45	
				19965 10

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM EULIALEE WILLIAMS AND CALVIN WILLIAMS, HER SON, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY	:	IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
VS.	:	IN EQUITY
EULIALEE WILLIAMS AND CALVIN WILLIAMS, HER SON	: Docket	Folio 16,232

.....

MR. CLERK:-

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

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

D/R City/County

BOOK 1500 PAGE 318

BOOK 155 PAGE 357

Equity No. 16,232

This Mortgage, Made this 16th day of August, in the year one thousand, nine hundred and sixty-one, between

EULIALEE WILLIAMS AND CALVIN WILLIAMS, HER SON,,

of Anne Arundel County, in the State of Maryland, Mortgagor, and BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION, "SLAVIE", OF BALTIMORE CITY, a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of THREE THOUSAND FOUR HUNDRED ----------($3400.00)------ 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 computed monthly by the payment of Fifty-three and 50/100 ($53.50) ---------- Dollars, on or before the 16th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum.

WHEREAS, it was a condition precedent to said advance that the repayment thereof, together with the interest and such fines and charges as may be imposed, and the performance of the covenants and conditions hereinafter mentioned should be secured by the execution of this mortgage.

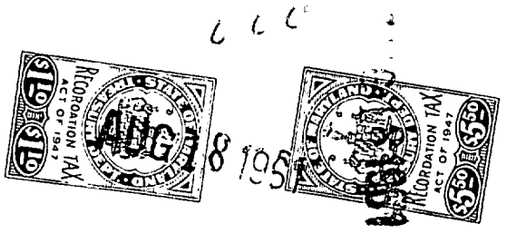
AND WHEREAS, this Mortgage shall secure future advances as provided by Chapter 178 of the Law of Maryland passed at the January session in the year 1955 or any amendment or supplement thereto.

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

does grant, convey and assign unto the said Mortgagee, its successors and assigns, in fee simple, all those three lots of ground situate and lying in the Fifth Election District of Anne Arundel County ----------, in said State, the improvements thereon being known as ---------- No. 115 Berlin Avenue --- and described as follows:

BEING known and designated as Lots Nos. 434, 435, 436, as shown on the Plat of Patapsco Park, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book No. 12, folio 8.

BEING the same lots of ground which by Deed dated April 7th, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 357, folio 141, were granted and conveyed by Loretta Williams, Unmarried, unto the Mortgagors herein, in fee simple.



Subject to restrictions and easements of record.

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

AT Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per cent (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments.

AND THE SAID MORTGAGOR, hereby covenants and agrees with the said Mortgagee, its successors and assigns, that should taxes, water rates or other public charges or insurance rates be increased above the amounts now fixed or levied, or should there be any deficiency for any reason in the expense account as set up by the Mortgagee for said Mortgagor, then the said Mortgagor, will on demand, pay such deficiency and increase the aforesaid monthly payments to provide against further deficiencies.

TOGETHER, with the buildings and improvements thereon and the rights and appurtenances thereto belonging or appertaining, and all rents and profits issuing therefrom, which rents and profits said Mortgagor hereby assigns to said Mortgagee, its successors and assigns; and upon default in any of said covenants, said Mortgagee, its successors and assigns, is hereby authorized to collect said rents and profits.

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

IF HOWEVER the said Mortgagor shall make the payments and perform the covenants herein on his part contained, 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; (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. The Mortgagee, its successors or assigns, being hereby authorized to pay the same when payable, and the amount so paid shall then be added to the principal debt named herein and bear interest at the same rate due on the principal of this Mortgage 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; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns without the Mortgagee's written

consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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 in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors or assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorizes and directs the said Mortgagee, its successors and assigns, or ---------- FRED J. VAN SLYKE, its duly authorized Attorney or Agent, after any default in any of the payments, covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto; and it is agreed that upon the institution of foreclosure proceedings, after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the Mortgagee before sale, the said Mortgagor shall, in addition to such other sum or sums with which he shall be chargeable, be also chargeable with a counsel fee of Seventy-five Dollars ($75.00) to the attorney or solicitor instituting such proceedings; and the said Mortgagor, for himself, his heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale, after fifteen (15) days prior written notice to the Mortgagor, of intention to advertise whether under the assent to a decree or under the power of sale, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under order or decree of the Circuit Court (in Equity) for the County or City in which said foreclosure proceedings are instituted, which said expenses, costs and commission the said Mortgagor for himself, his heirs, personal representatives and assigns does hereby covenant and agree to pay; and the said Mortgagee, its successors and assigns, or ----------FRED J. VAN SLYKE, 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, expenses and commission, and it is further agreed that upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of One Hundred Dollars ($100.00), for conducting the proceeding, plus such other counsel fees and expenses as the court may deem proper; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said Mortgagor, his heirs, personal representatives or assigns.

THAT the Mortgagor specially warrants the property herein mortgaged and the Mortgagor will execute such further assurances thereof as may be requisite.

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

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

Test:

Eulialee Williams (Seal)
EULIALEE WILLIAMS

Calvin Williams (Seal)
CALVIN WILLIAMS

(Seal)

Fred J. Van Slyke (Seal)

Fred J. Van Slyke

STATE OF MARYLAND, BALTIMORE CITY, ss

I HEREBY CERTIFY, that on this 16th day of August, one thousand, nine hundred and sixty-one, before me, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Eulialee Williams and Calvin Williams,

Her Son,----------the Mortgagor(s) named in the foregoing mortgage, and they acknowledged the aforegoing mortgage to be their act.

At the same time also appeared VLAST KOENIGSMARK, President of the within named corporation, Mortgagee and made oath in due form of law that the consideration set forth in said mortgage is true and bona-fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

FRED J. VAN SLYKE NOTARY PUBLIC BALTIMORE, MD.

750

Fred J. Van Slyke, Notary Public.

Rec'd for record Aug. 18, 1961 at 9:15 A.M.
Mailed to Wm. Slyke & Doyle

STATEMENT OF MORTGAGE CLAIM

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM EULIALEE WILLIAMS AND CALVIN WILLIAMS, HER SON TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

vs.

EULIALEE WILLIAMS AND

CALVIN WILLIAMS, HER SON,

IN THE

CIRCUIT COURT

— OF —

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

IN EQUITY No. 16,232

STATEMENT OF MORTGAGE DEBT

BRoadway 6-6240 EAstern 7-0075

Bohemian Building, Loan & Savings Association
"SLAVIE"

730 NORTH COLLINGTON AVENUE
BALTIMORE 5, MARYLAND

AUTHORITY FOR RELEASE OF MORTGAGE

March 18, 1964 19____

The following is a statement of your account at the date indicated. Payment of the amount shown may be made to the Association or to: Van Slyke & ~~Co~~ Atty. 730 N. Collington Ave., Baltimore 5, Md. Check should be made payable to: Bohemian Building, Loan and Savings Assn. "SLAVIE".

ACCOUNT No. B6-2508

NAME OF MORTGAGOR Calvin B. Williams and Eulialee Williams

PROPERTY MORTGAGED 115 Berlin Avenue

STATEMENT OF ACCOUNT

PRINCIPAL PAYMENT REQUIRED FOR RELEASE OF 115 Berlin Avenue		
ORIGINAL AMOUNT OF LOAN DATED August 18, 1961	$3,400.00	
PAID ON ACCOUNT OF PRINCIPAL	554.26	
BALANCE DUE		$2,845.74
EXPENSE ACCOUNT:		
LESS: CREDIT BALANCE	63.85	
PLUS: DEBIT BALANCE	- -	$2,781.89
INTEREST	86.82	
PRE-PAYMENT FEE		
RELEASE FEE		
PREPARING STATEMENT		
TOTAL AMOUNT DUE		$2,868.71

1963 TAXES PAID $ 69.96

GROUND RENT DUE fee simple PAID $____

INSURANCE POLICY # 10 88 41 AMT. $ 5,100.00 EXPIRES: May 1, 1964

COMPANY Insurance Company of North America

The above statement is good until April 19, 1964. If settlement is not made by this date, add $____ per month.

Statement ordered by:

Fred J. Van Slyke, Atty.

1964 APR 24 PM 12:03

Stephen A. Pretl
Authorized Signature

Stephen A. Pretl, Secretary

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STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 19th 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 Stephen A. Pretl, Secretary of Bohemian Building, Loan and Savings Association "Slavie" of Baltimore City

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

As witness ~~my hand~~ and Notarial Seal,

Fred J. Van Slyke *Notary Public.*

BOOK 155 PAGE 362

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

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM EULIALEE WILLIAMS AND CALVIN WILLIAMS, HER SON, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

vs.

EULIALEE WILLIAMS AND

CALVIN WILLIAMS, HER SON

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

IN EQUITY

Docket ..... **Folio** .....

Case No. Eq. No. 16,232

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 Baltimore County and for ~~said City~~, personally appeared Stephen A. Pretl, Secretary for BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

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

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

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

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

Stephen A. Pretl
Affiant.

Stephen A. Pretl, Secretary

Subscribed and sworn to before me this 19th day of March, 1964.

Fred J. Van Slyke
Notary Public

Fred J. Van Slyke

1964 MAR 24 PM 12:03

8

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

Trustee's Sale

OF VALUABLE FEE-SIMPLE PROPERTY

115 BERLIN AVENUE
Fifth Election District of
Anne Arundel County
Sale on Premises

MONDAY, MAY 18, 1964
1:30 O'CLOCK P.M.

Fred J. Van Slyke, Attorney named in mortgage from Eulialee Williams and Calvin Williams, her son to Bohemian Building, Loan and Savings Association, "Slavie", of Baltimore City, dated August 16, 1961 and recorded among the Land Records of Anne Arundel County in Liber GTC 1500, Folio 318.

In fee simple, all those three lots of ground situate and lying in the Fifth Election District of Anne Arundel County, in the State of Maryland, the improvements thereon being known as No. 115 Berlin Avenue and described as follows: Being known and designated as Lots Nos. 434, 435, 436, as shown on the Plat of Patapsco Park, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book No. 12, folio 8. Being the same lots of ground which by Deed dated April 7th, 1946, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 357, folio 141, were granted and conveyed by Loretta Williams, Unmarried, unto the Mortgagors herein, in fee simple.

No. Terms of Sale: A cash deposit of $400.00 will be required of purchaser at time and place of sale; balance of unpaid purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from day of sale to day of settlement. Taxes and all other expenses, including Metropolitan Sanitary District liens, if any to be adjusted to day of sale. The property transfer tax imposed by Anne Arundel County, if any, to be borne by purchaser.

FRED J. VAN SLYKE,
Trustee
HARVEY WEST
Auctioneer M-15

9

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 363

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 18, 1964

We hereby certify, that the annexed

Trustee's Sale

No. 16,232

Eulialee Williams

115 Berlin 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 18th day of May, 1964. The first insertion being made the 24th day of April, 1964.

FILED
1964 - MAY
MAY 18 AM 11:01

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

DUPLICATE BOND, IF ORIGINAL FOUND RETURN TO SURETY

Judicial 13—Maryland—Mortgagee's or Att[illegible] Bond (1-55)

BOOK 155 PAGE 364

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

No. 16,232 Equity

Eulialee Williams & Calvin Williams, her son, to Bohemian Building Loan and Savings Association "Slavie" of Baltimore City

BOOK 12 PAGE 435

BOND OF

TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, Fred J. Van Slyke, 730 N. Collington Avenue, Baltimore 5, 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 Three Thousand and 00/100 - - - - - - - - - - - - - - - - - Dollars ($ 3,000.00), 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 14th day of May, in the year of our Lord, nineteen hundred and sixty-four.

WHEREAS, the above bounden Fred J. Van Slyke

by virtue of the power contained in a mortgage from Eulialee Williams & Calvin Williams, her son to Bohemian Building Loan and Savings Association "Slavie" of Baltimore City bearing date the 16th day of August, 1961 and recorded among the Land Records of xxxx Anne Arundel County in Liber G.T.C. No. 1500 Folio 318 xand

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Fred J. Van Slyke do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of

Antoinette Van Slyke
ANTOINETTE VAN SLYKE

BY: Fred J. Van Slyke (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth, Attorney in fact

FILED

1964 MAY 18 AM 9:01

Bond approved this 18 day of May, 1964

Tom H. Phipps, Clerk

10

BOOK 155 PAGE 365

SARATOGA 7-4046

Harvey West

AUCTIONEER AND APPRAISER

KNICKERBOCKER BUILDING • 218 E. LEXINGTON STREET • BALTIMORE 2, MARYLAND

REAL ESTATE SALES
JUDICIAL SALES
LIQUIDATIONS
MERCHANDISE
APPRAISALS

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 18th 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 Herman R. & Thelma R. Rose, purchasers at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said property 115 Berlin Avenue, Anne Arundel County. mentioned in the said Report of Sale.

Herman R. Rose
Purchaser
HERMAN R. ROSE

(Seal) (Place)

Harvey West
Notary Public
Harvey West

Thelma R. Rose
Purchaser
THELMA R. ROSE

Purchaser

FILED

1964 MAY 25 AM 9:28

11

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM EULIALEE WILLIAMSAND CALVIN WILLIAMS, HER SON, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

vs.

EULIALEE WILLIAMS AND

CALVIN WILLIAMS, HER SON

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

IN EQUITY

Case No. 16232

AUCTIONEER'S AFFIDAVIT

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

HARVEY WEST, AUCTIONEER

By Harvey West

HARVEY WEST

Subscribed and sworn to before me, a Notary Public in and for Baltimore County ~~City~~ by Harvey West this 18th day of May, 1964.

Ruth B Loughman

Notary Public

Ruth B. Loughman

RUTH B. LOUGHMAN NOTARY PUBLIC BALTO. CO., MD.

FILED

1964 MAY 25 AM 9:28

12

BOOK 155 PAGE 367

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM EULIALEE WILLIAMS AND CALVIN WILLIAMS, HER SON, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY	:	IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
vs	:	IN EQUITY
EULIALEE WILLIAMS AND CALVIN WILLIAMS, HER SON	:	Case No. 16232

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

The Report of Sale of Fred J. Van Slyke, Attorney named in the Mortgage by the mortgage in the above entitled cause to make sale of fee simple property known as No. 115 Berlin Avenue, in the Fifth Election District of Anne Arundel County, State of Maryland, in the proceedings in said cause mentioned respectfully shows, that the said Attorney after giving bond with security for the faithful discharge of his trust as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Evening Capital, a daily newspaper, published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Fred J. Van Slyke, Attorney named in the Mortgage did pursuant to said notice on Monday, May 18th, 1964, at 1:30 o'clock p.m. attend on the premises and then and there sold fee simple property on 115 Berlin Avenue, Anne Arundel County, Maryland unto HERMAN R. ROSE AND THELMA R. ROSE, HIS WIFE, at and for the sum of TWO THOUSAND FIVE DOLLARS ($2005.00) said property being described as follows:-

Being known and designated as Lots Nos. 434, 435, 436, as shown on the Plat of Patapsco Park, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book No. 12, folio 8.

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

FILED

1964 MAY 25 AM 9:28

13

BOOK 155 PAGE 368

STATE OF MARYLAND, Baltimore City, to wit:-

I HEREBY CERTIFY, That on this 21st day of May, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Fred J. Van Slyke, Attorney named in the Mortgage, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

George R. Ball

GEORGE R. BALL Notary Public

My Commission Expires May 3, 1965

If

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM EULIALEE WILLIAMS AND CALVIN WILLIAMS, HER SON, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

versus

EULIALEE WILLIAMS AND

CALVIN WILLIAMS, HER SON

ORDER NISI

BOOK 155 PAGE 369

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,232 Equity

Ordered, this 25 day of May, 1964, That the sale of the property in these proceedings mentioned made and reported by Fred J. Van Slyke, Attorney named in the Mortgage

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

The report states that the amount of sale was $ 2,005.00

Fred J. Van Slyke, Attorney
True Copy,

Louis N. Phipps Clerk.
For: Maryland Gazette (May 28th Edition)

TEST: Clerk.

(Final Order)

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM EULIALEE WILLIAMS AND CALVIN WILLIAMS, HER SON, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTI~~XXXXX~~MORE CITY

versus

EULIALEE WILLIAMS AND

CALVIN WILLIAMS, HER SON

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of July, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bruce Duckett
JUDGE.

FILED

1964 JUL -1 PM 4:20

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 16,232 Equity

FRED J. VAN SLYKE Attorney named in the Mortgage from EULIALEE WILLIAMS AND CALVIN WILLIAMS, her son, to BOHEMIAN BUILDING, LOAN and SAVINGS ASSOCIATION "SLAVIE" of Baltimore City

versus

EULIALEE WILLIAMS and CALVIN WILLIAMS, her son

Ordered, this 25th day of May 1964, That the sale of the property in these proceedings mentioned made and reported by Fred J. Van Slyke, Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th 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 29th day of June next.

The report states that the amount of sale was $2,005.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

Ju-18

OFFIC' OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 370

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 22, 1964

We hereby certify, that the annexed

Order Nisi

Eq. 16,232

Eulialee Williams

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of June, 1964. The first insertion being made the 28th day of May, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1964 JUN 22 PM 2:12

No. M. G. 6107

14

In the Case of

FRED J. VAN SLYKE, ATTORNEY NAMED IN MORTGAGE

VS.

EULIALEE WILLIAMS AND CALVIN WILLIAMS, HER SON

In the

Circuit Court

For

Anne Arundel County

No. 16232 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Auditor.

FINAL ORDER

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

Louis N. Phipps

Clerk

Per: A. Jankowski, deputy

FILED

1964 AUG 27 PM 1:45

FILED

1964 AUG 11 PM 1:51

17

Dr. Mortgaged Real Estate of Eulialee Williams and
Calvin Williams, her son

BOOK 155 PAGE 372

In Acct. with Fred J. Van Slyke, Attorney Named in Mortgage

				Cr.			
By	Amount of Sale, as per Attorney's Report of Sale filed			2005	00		
By	Interest, 6% on deferred payment, $1705.00 from 5/18/64 to 7/2/64			20	46		
						2025	46
To	Attorney, for fee, viz	100	00				
To	Attorney, for commission, viz	93	15				
				193	15		
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	86	76				
	Sunpapers Advertising - Sale	34	25				
	U. S. Fidelity & Guarantee Co. - bond	12	00				
	Harvey West, auctioneer's fee	25	00				
	Adjustment, 1964 taxes	29	61				
	⅓ Federal and State Revenue stamps	4	12				
				191	74		
To	Bohemian Building Loan & Savings Association, Slavie of Baltimore City, Mortgagee, on account of Mortgage claim	1580	07				
				1580	07		
						2025	46
	Balance due on Mortgage as per claim filed	2868	71				
	Interest, 6% on principal balance $2781.89 from 3/19/64 to 8/26/64	75	08				
		2943	79				
	Credit amount allowed above	1580	07				
	This amount subject to decree in personam	1363	72				

BOOK 155 PAGE 373

WALTER S. CALWELL Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
RUSSELL LEE CLOUSER AND SALLY ELAINE CLOUSER, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity) No. 16,378

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 Russell Lee Clouser and Sally Elaine Clouser, his wife to Baltimore Federal Savings and Loan Association, dated June 7th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1397 folio 337.

Walter S. Calwell
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Md. 21202

Le 9-6841

FILED

1964 MAY 26 AM 9:31

BOOK 155 PAGE 374

BOOK 1397 PAGE 337

MARYLAND

No. 16,378 Equity

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

MORTGAGE

THIS MORTGAGE, made this 7th day of June, A. D. 1960, by and between RUSSELL LEE CLOUSER and SALLY ELAINE CLOUSER, 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 NINE THOUSAND NINE HUNDRED NINETY and 00/100ths Dollars ($ 9,990.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one-quarter per centum (5¼ %) per annum until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of FIFTY-FIVE and 17/100ths Dollars ($ 55.17), commencing on the first day of July, 1960, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June, 1990. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot no. 37, Block F, as shown on "Plat No. 3, Suburbia," dated January, 1959, by John W. Boutwell, Jr., Surveyor, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 77. The improvements thereon being known as No. 1004 Dumbarton Road.

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

FILED

1960 MAY 26 AM 9:31

* 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 eonneetion with the premises herein described [illegible]

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its suceessors 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 May and November, in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

JOHN R. HOLLAND, JR.

Russell Lee Clouser [SEAL]
Russell Lee Clouser

[SEAL]

Sally Elaine Clouser [SEAL]
Sally Elaine Clouser

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1397 PAGE 341

I HEREBY CERTIFY, That on this 7th day of June, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Russell Lee Clouser and Sally Elaine Clouser, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

JOHN R. HOLLAND, JR. Notary Public.

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

Rec'd for record 9 June 1960 at 11:57 A.M.
Mailed to The Colonial Title Guarantee Co.

ation No. 53787
by aek
ec'd by Examiner
for Record

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
RUSSELL LEE CLOUSER AND
SALLY ELAINE CLOUSER, HIS WIFE

PLAINTIFF'S "EXHIBIT 'A'"

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE	:	IN THE CIRCUIT COURT
VS	:	FOR
RUSSELL LEE CLOUSER AND SALLY ELAINE CLOUSER, HIS WIFE	:	ANNE ARUNDEL COUNTY In Equity - No. 16,378

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from Russell Lee Clouser and Sally Elaine Clouser, his wife

to Baltimore Federal Savings and Loan Association

dated the 7th day of June 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC No 1397 Folio 337

Amount of Mortgage	$ 9990.00
Less- amount paid on principal	499.89
	9490.11
Plus- interest to 4/30/64	290.52
	9780.63
Plus- overdraft in expense account	68.88
	9849.51

9490.11
68.88
9558.99

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 15th day of May 1964 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link

Clara M. Link, Notary Public

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1964 MAY 26 AM 9:31

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BOOK 155 PAGE 379

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE	:	IN THE CIRCUIT COURT
VS	:	FOR ANNE ARUNDEL COUNTY
RUSSELL LEE CLOUSER AND SALLY ELAINE CLOUSER, HIS WIFE	:	(In Equity)

NON-MILITARY SERVICE AFFIDAVIT No. 16,378

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 15th day of May 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 ha been ordered to report for Military Service.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

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1964 MAY 26 AM 9:31

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Mortgagee and Attorney's Bond. 1-369

BOOK 155 PAGE 380 — No. 16,378 Equity

NEW AMSTERDAM CASUALTY COMPANY

BOOK 12 PAGE 428

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y.

BOND NO: 0466-0370-1179-64

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 NINETY-NINE HUNDRED AND NO/100 ---------- ($9900.00) ---------- 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 11th day of June 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 Russell Lee Clouser and Sally Elaine Clouser to the Baltimore Federal Savings and Loan Association bearing date the 7th day of June nineteen hundred and sixty and recorded among the Land Records of Anne Arundel County, in Liber GTC No. 1397, Folio 337 ~~xxd~~

1004 Dumbarton 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

Walter S. Calwell (Seal)

(Seal)

(Seal)

~~Attest~~
Witness as to Surety
J. McDuffie

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1964 JUN 15 AM 10:09

Bond approved this 15 day of June 1964

Louis N. Phipps, Clerk

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 Russell Lee Clouser and Sally Elaine Clouser, his wife to Baltimore Federal Savings and Loan Association, dated June 7th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1397 folio 337 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

MONDAY, JUNE 15th, 1964 AT 3:45 P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in Fifth Election District of Anne Arundel County, Maryland, at Suburbia, near Furnace Branch and Marley Creek, and described as follows:

BEING known and designated as Lot no. 37, Block F, as shown on "Plat No. 3, Suburbia," dated January, 1959, by John W. Boutwell, Jr., Surveyor, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 77. The improvements thereon being known as No. 1004 Dumbarton Road.

No. 7

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

Subject to an annual ground rent of $150.00 and to any restrictive covenants, and/or Utility Areements, of record, affecting the property.

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

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

WALTER S. CALWELL
Attorney Named in Mortgage

E. T. NEWELL & CO., INC.,
Auctioneer, Ju-11

OFFIC[illegible] OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 381

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 13, 1964

We hereby certify, that the annexed

Attorney's Sale

No. 16,378 Equity

Russell Lee Clouser

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 15th day of June, 1964. The first insertion being made the 28th day of May, 1964

THE CAPITAL-GAZETTE PRESS, INC.

By H. Haighsman

FILED
1964 JUN 15 PM 2:15

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
RUSSELL LEE CLOUSER AND SALLY ELAINE CLOUSER, HIS WIFE	:	Equity No. 16,378

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 15th day of June , 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid , personally appeared CHARLES E. WILLIAMS Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

by Charles E. Williams
Purchaser
CHARLES E. WILLIAMS Vice President

FILED
1964 JUN 17 AM 9:47

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Notary Public

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BOOK 155 PAGE 383

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
RUSSELL LEE CLOUSER AND SALLY ELAINE CLOUSER, HIS WIFE	:	(In Equity) - No. 16,378

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated June 7th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1397 folio 337 from said Russell Lee Clouser and Sally Elaine Clouser, 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 [illegible] 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 the15th day of June, 1964 at 3.45 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 37, Block F, as shown on "Plat No. 3, Suburbia", dated January, 1959 by JohnW. Boutwell, Jr., Surveyor, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 77, the improvements whereon are known as No. 1004 Dumbarton Road; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED
1964 JUN 17 AM 9:47

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 Russell Lee Clouser and Sally Elaine Clouser, his wife to Baltimore Federal Savings and Loan Association, dated June 7th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1397 folio 337 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

MONDAY, JUNE 15th, 1964 AT 3:45 P.M. (E.D.T.)

all that leasehold lot of ground situate and lying in Fifth Election District of Anne Arundel County, Maryland, at Suburbia, near Furnace Branch and Marley Creek, and described as follows:

BEING known and designated as Lot no. 37, Block F, as shown on "Plat No. 3, Suburbia," dated January, 1959, by John W. Boutwell, Jr., Surveyor, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 77. The improvements thereon being known as No. 1004 Dumbarton 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/or Utility Areements, of record, affecting the property.

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

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

WALTER S. CALWELL
Attorney Named in Mortgage

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

Ju-11

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Ninety-seven Hundred ($9700.00) Dollars, subject to the payment of an annual ground rent of $ 50.00, 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 16th day of June, 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

12

ORDER NISI

BOOK 155 PAGE 386

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

RUSSELL LEE CLOUSER AND
SALLY ELAINE CLOUSER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,378 Equity

Ordered, this 17th day of June, 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 July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of July next.

The report states that the amount of sale was $ 9,700.00

Louis N Phipps, Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Attorney
(Final Order)

For: Maryland Gazette (June 25th Edition)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

RUSSELL LEE CLOUSER AND
SALLY ELAINE CLOUSER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th day of July, 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 JUL 28 PM 2:17

13

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR
RUSSELL LEE CLOUSER AND SALLY EALINE CLOUSER, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	In Equity - No. 16,378

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 ~~in these proceedings on the day of 196~~ sold certain leasehold property situated in Anne Arundel County, known as No. 1004 Dumbarton 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

1964 JUN 17 AM 9:47

ORDER

UPON the aforegoing Petition and Assent, it is hereby this 18th day of June 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. 1004 Dumbarton Road, Anne Arundel County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

O Brown Duckett

FILED

1964 JUN 18 PM 1:13

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,378 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
RUSSELL LEE CLOUSER and SALLY ELAINE CLOUSER, his wife

Ordered, this 17th day of June, 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 July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of July next.

The report states that the amount of sale was $9,700.00.

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

LOUIS N. PHIPPS, Clerk.
Jy-16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 389

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 20, 1964

We hereby certify, that the annexed Order Nisi Sale Eq. No. 378 Russell Lee Clouser

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 July, 1964. The first insertion being made the 25th day of June, 1964.

FILED
1964 JUL 22 PM 1:46

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

No. M. G. [illegible]

16

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

RUSSELL LEE CLOUSER, AND SALLY ELAINE CLOUSER, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16378 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 AUG 12 AM 10: 54

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 28 day of August, 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 AUG 28 PM 2: 20

17

Dr. Mortgaged Real Estate of Russell Lee Clouser and
Sally Elaine Clouceser, his wife

BOOK 155 PAGE 391

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

				Cr.	
By	Amount of Sale, as per Attorney's Report of Sale filed			9700 00	
By	Interest, 6%, on deferred payment $9200.00 from 6/15/64 to 7/30/64			72 75	
By	Adjustment, 1964 taxes, 6/15/64-12/31/64			118 63	
					9891 38
To	Attorney, for fee, viz	50 00			
To	Attorney, for commission, viz	321 00			
				371 00	
To	Attorney, for court costs, viz				
	Plaintiff's Solicitor, appearance fee	10 00			
	Clerk, court costs	31 25			
	Auditor, this account	22 50			
				63 75	
To	Attorney, for expenses, viz				
	Capital Gazette Press, Inc. Advertising & Nisi - Sale	80 64			
	New Amsterdam Casualty Co. - bond	40 00			
	E. T. Newell & Co. Inc.-auctioneers fee	35 00			
	Adjustment, ground rent 5/10/64-6/15/64	14 55			
	Notary fee	1 25			
				171 44	
To	Baltimore Federal Savings & Loan Association, Mortgagee on account of Mortgage filed	9285 19			
				9285 19	
					9891 38
	Balance due on Mortgage as per claim filed	9849 51			
	Interest, 5¼% on principal balance $9588.99 from 5/1/64 to 8/30/64	167 81			
		10017 32			
	Credit amount allowed above	9285 19			
	this amount subject to decree in personam	732 13			

BOOK 155 PAGE 392

C. RIDER BRANDAU, JR. ATTORNEY NAMED IN MORTGAGE 1215 Fidelity Building Baltimore, Maryland 21201	*	IN THE
	*	CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
ELLIOTT O. AVENT and EDITH PEARL AVENT, his wife 907 Rose Anne Road Anne Arundel County, Maryland	*	IN EQUITY 16,343
	*	
	*	

MR. CLERK:

Please docket the suit in the above-entitled case and file the attached Mortgage as "Exhibit A."

C. Rider Brandau Jr.
C. Rider Brandau, Jr.
Attorney Named in Mortgage

FILED

1964 MAY 12 AM 10:05

No. 16,343 Equity

MORTGAGE FEE—CITY OR COUNTY—Form 16.

BOOK 155 PAGE 393

BOOK 1620 PAGE 510

93772

Second
THIS MORTGAGE, Made this 14th day of December

in the year nineteen hundred and sixty-two by and between ELLIOTT O. AVENT and EDITH PEARL AVENT, his wife,

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

his wife,
PAUL A. STEVENS SR. and JOSEPHINE C. STEVENS, , Mortgagees, of the second part:

Whereas, the said Mortgagors are justly indebted unto the said Mortgagees in the amount of Three Thousand Five Hundred Dollars ($3,500.00), being part of the purchase money for the property hereinafter described, which sum the said Mortgagors covenant and agree to pay to the said Mortgagees two years after the date hereof together with interest thereon at the rate of six per cent (6%) per annum, payable at maturity, both principal and interest being payable in lawful money of the United States of America, and to better secure the prompt payment of said principal debt and interest when due and payable as aforesaid, this mortgage is executed. Privileges is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof in multiples of not less than One Hundred Dollars.

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 ~~heirs~~ and assigns, in fee simple, all that lot or parcel of ground situate and lying in ~~the~~ Anne Arundel County, State of Maryland aforesaid, and described as follows, to wit:—~~Beginning for~~

BEING known and designated as Lot No. 23 as shown and set out on Plat No. 8 of "Acreslee", filed among the Plat Records of Anne Arundel County in Plat Book No. 24, folio 8. The improvements thereon being known as No. 907 Rose Anne Road.

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 Paul A. Stevens, Sr. and Josephine C. Stevens, his wife, to the said Mortgagors.

FILED
1964 MAY 12 AM 10:05

"EXHIBIT A"

2

UPON any default being made in the payment of the aforesaid mortgage debt or of any prior mortgage debt, principal or interest in whole or in part when due or payable, or upon any default being made in any covenant or condition of this mortgage, or of any, prior mortgage, thence the whole debt hereby secured shall at the election of the Mortgagees thereupon be deemed due and payable forthwith.

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, their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Three Thousand Five Hundred ($3,500.00)----------dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein and in any prior mortgage contained, on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage, or of any prior mortgage, as herein provided; and the said Mortgagors hereby also authorize the said Mortgagees, their personal representatives, or assigns, or C. Rider Brandau, Jr, their duly authorized Attorney or Agent

of the said Mortgagees, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred 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 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 covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or C. Rider Brandau, Jr., 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 heirs, executors, administrators or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor shall pay in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments when legally payable. the said parties of the first part covenant to pay

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 Seventeen Thousand ($17,000.00)---------- against fire and other insurable hazards or other damage or loss 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 the said Mortgagors.

TEST:

Richard N. Kerr

Richard N. Kerr

Elliott O. Avent [SEAL]
Elliott O. Avent

Edith Pearl Avent [SEAL]
Edith Pearl Avent

[SEAL]

State of Maryland, County of Baltimore, ss:

I Hereby Certify, that on this 14th day of December in the year one thousand nine hundred and sixty-two before me, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared Elliott O. Avent and Edith Pearl Avent, his wife, the Mortgagors named in the foregoing Mortgage, and they each acknowledged the foregoing Mortgage to be their respective act. At the same time also appeared C. Rider Brandau, Jr., Agent of Paul A. Stevens, Sr. and Josephine C. Stevens, his wife, the Mortgagees named in the aforegoing Mortgage, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Richard N. Kerr - Notary Public

Rec'd for record Dec. 17 1962 at 2:06 P.M.
Mailed to Richard Kerr

4

C. RIDER BRANDAU, JR. ATTORNEY NAMED IN MORTGAGE 1215 Fidelity Building Baltimore, Maryland 21201	*	IN THE CIRCUIT COURT FOR
Plaintiff	*	ANNE ARUNDEL COUNTY
vs.		IN EQUITY 16,343
ELLIOTT O. AVENT and EDITH PEARL AVENT, his wife 907 Rose Anne Road Anne Arundel County, Maryland	*	

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of PAUL A. STEVENS, SR., and JOSEPHINE C. STEVENS, his wife, of Baltimore City, under the mortgage from ELLIOTT O. AVENT and EDITH PEARL AVENT, his wife, to PAUL A. STEVENS, SR., and JOSEPHINE C. STEVENS, his wife, dated December 14th, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P., No. 1620, folio 510.

Amount of Loan	$3,500.00
Less Amount Paid in by Borrower	----
	$3,500.00
Add: Interest for period from December 14, 1962(at $17.50 per month) to May 7, 1964	292.23
	$3,792.23

STATE OF MARYLAND)
CITY OF BALTIMORE) To wit:

I HEREBY CERTIFY, That on this 6TH day of May, in the year one thousand nine hundred and sixty-four, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared PAUL A. STEVENS, SR., and JOSEPHINE C. STEVENS, his wife, the Plaintiffs in the above entitled case 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.

Patricia A. Mulligan
Notary Public

PATRICIA A. MULLIGAN NOTARY PUBLIC BALTIMORE, MD.

FILED
1964 MAY 12 AM 10:05

5

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

C. RIDER BRANDAU, JR.
ATTORNEY NAMED IN MORTGAGE
1215 Fidelity Building
Baltimore, Maryland 21201

vs.

ELLIOTT O. AVENT and
EDITH PEARL AVENT, his wife
907 Rose Anne Road
Anne Arundel County, Md.

IN THE

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

Docket 22 **Folio** 39
Case No. 16,343
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 PAUL A. STEVENS, SR., AND JOSEPHINE C. STEVENS, his wife,

and made oath in due form of law that they ~~knows~~ the defendants herein, and that to the best of their information, knowledge and belief

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

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

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

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

Paul A. Stevens, Sr.
Paul A. Stevens, Sr., Affiant
Josephine C. Stevens
Affiant. Josephine C. Stevens

Subscribed and sworn to before me
this 6th day of May 1964

Deborah A. Stefanski
Notary Public

MY COMMISSION EXPIRES MAY 3, 1965

FILED
1964 MAY 12 AM 10:05

6

BOOK 155 PAGE 398 — no. 16,343 Equity

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

BOOK 12 PAGE 423

BOND NO. 77 97 064

KNOW ALL MEN BY THESE PRESENTS:

That we, C. Rider Brandau, Jr., 1215 Fidelity Building
Baltimore, Maryland
as Principal,
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand Eight Hundred and 00/100 ($3,800.00) ----- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 5th day of June in the year of our Lord 1964

Whereas, the above bounden C. Rider Brandau, Jr.

by virtue of the power contained in a mortgage from Elliott O. Avent and Edith Pearl Avent, his wife
to Paul A. Stevens, Sr. and Josephine C. Stevens, h/w
bearing date the 14th day of December, 1962 and recorded among the mortgage records of Anne Arundel County
in Liber LNP No. 1620 Folio 510 and C. Rider Brandau, Jr.

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 C. Rider Brandau, Jr.

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 C. Rider Brandau, Jr.

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Patricia A. Mulligan

C. Rider Brandau Jr. (SEAL)
C. Rider Brandau, Jr.

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

By Karl L. Johnston
Karl L. Johnston, *Attorney-in-Fact*

MD3228a—500, 6-63 163810
Mortgagee's or Attorney's Bond

FILED
1964 JUN -9 AM 9:44

Bond approved this 9th day of June, 1964

Louis N. Phipps, Clerk

7

C. RIDER BRANDAU,
Solicitor
1215 Fidelity Building
Baltimore, Maryland — 21201

Attorney's Sale

VALUABLE IMPROVED FEE-SIMPLE PROPERTY

KNOWN AS 907 ROSE ANNE ROAD, "ACRESLEE," ANNE ARUNDEL COUNTY, MARYLAND

By virtue of the power of sale contained in a Mortgage from Elliott O. Avent and Edith Pearl Avent, his wife, to Paul A. Stevens, Sr., and Josephine C. Stevens, his wife, dated the 14th day of December, 1962, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1620, folio 510 (default having occurred thereunder) the undersigned will offer at public sale on the premises on

FRIDAY, JUNE 12, 1964, AT 2 O'CLOCK P.M.

ALL that lot of ground situate in the Fifth Election District of Anne Arundel County and described as follows:

BEGINNING for the same and being known and designated as Lot No. 23, as shown and set out on Plat No. 8, of "Acreslee," filed among the Plat Records of Anne Arundel County in Plat Book No. 24, folio 8. In fee-simple.

The property is improved by a One Story Brick Ranch Type Dwelling, containing five rooms and one and one-half baths, oil fired hot air heating and all modern facilities.

The property will be sold, subject to conditions, restrictions and agreements of record effecting same, if any.

Property to be sold subject to a prior Mortgage, exact amount due thereon to be announced at time of sale.

TERMS OF SALE: Cash. Deposit $750 at time and place of sale, balance upon ratification of the sale by the Circuit Court of Anne Arundel County, and to bear interest at the rate of 6 per cent 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 by purchaser.

C. RIDER BRANDAU, JR.
Attorney Named in Mortgage

E. T. Newell & Co., Inc.,
Auctioneer
John M. Miller, Jr., President
120-26 W. North Avenue Ju-11

8 No

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 399

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 13, 1964

We hereby certify, that the annexed

Attorney's Sale

16,343 Equity

Elliott O. Avent

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of June, 1964. The first insertion being made the 21st day of May, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 JUN 15 PM 2:15

By H. Tilghman

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 12th day of June, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Joseph M. Galeano, 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,s Paul A. & Joseph C. Stevens) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

[illegible]

agent for

Paul A. & Joseph C. Stevens (SEAL)
Purchaser

William M. White
Notary Public

9

FILED
1964 JUN 22 AM 9:44

C. RIDER BRANDAU, JR. ATTORNEY NAMED IN MORTGAGE 1215 Fidelity Building Baltimore, Maryland 21201	*	IN THE CIRCUIT COURT
vs.	*	FOR
ELLIOTT O. AVENT and EDITH PERAL AVENT, his wife 907 Rose Anne Road Anne Arundel County, Maryland	*	ANNE ARUNDEL COUNTY IN EQUITY
	*	DOCKET NO. 22, FOLIO 39
	*	NO. 16,343 EQUITY

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of C. Rider Brandau, Jr., Attorney named in the Mortgage, heretofore filed as Exhibit "A" in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place,manner and terms of sale by advertisements inserted in The Maryland Gazette, a weekly newspaper published in Anne Arundel County, and The Baltimore Sun, a daily newspaper published in Baltimore City, for more than three successive weeks preceding the day of sale, said attorney did, pursuant to said notices, on Friday, June 12, 1964 at 2:00 o'clock P.M., attend on the premises and then and there sold the fee simple property fully described in said Mortgage unto Joseph M. Galeano, Sr., Agent for Paul A. and Josephine C. Stevens, for the price of TWO HUNDRED SEVENTY-FIVE DOLLARS ($275.00), subject to a first Mortgage the balance of which is THIRTEEN THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS AND NINETY-ONE CENTS ($13,724.91) or a total of THIRTEEN THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND NINETY-ONE CENTS ($13,999.91), he being the highest bidder, and it being the highest price obtainable.

C. Rider Brandau, Jr.
C. Rider Brandau, Jr.
Attorney

FILED
1964 JUN 22 AM 9:44

10

STATE OF MARYLAND)
) to wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY, That on this 19th day of June, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared C. RIDER BRANDAU, J.R, Attorney named in the Mortgage, and made oath that the facts states 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 A. Mulligan

Patricia A. Mulligan, Notary Public

My Commission Expires: 5/3/65

PATRICIA A. MULLIGAN NOTARY PUBLIC BALTIMORE, MD.

ORDER NISI

BOOK 155 PAGE 403

C. RIDER BRANDAU, JR.

ATTORNEY NAMED IN MORTGAGE

versus

ELLIOTT O. AVENT and

EDITH PEARL AVENT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,343 Equity

Ordered, this 22nd day of June, 1964, That the sale of the property in these proceedings mentioned made and reported by C. Rider Brandau, Jr., Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of July next.

The report states that the amount of sale was $ 275.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

C. Rider Brandau, Jr., Attorney (Final Order)

For: Maryland Gazette (June 25th Edition)

C. RIDER BRANDAU, JR.

ATTORNEY NAMED IN MORTGAGE

versus

ELLIOTT O. AVENT and

EDITH PEARL AVENT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th day of July, 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 Sadtler

JUDGE.

FILED

1964 JUL 28 PM 2:17

12

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,343 Equity

C. RIDER BRANDAU, Jr., Attorney named in Mortgage
versus
ELLIOTT O. AVENT and EDITH PEARL AVENT, his wife

Ordered, this 22nd day of June, 1964, That the sale of the property in these proceedings mentioned made and reported by C. Rider Brandau, Jr., Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of July next.

The report states that the amount of sale was $275.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
Jy-16

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 404

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 20, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq 16,343
Elliott D. Avent

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 July, 1964. The first insertion being made the 25th day of June, 1964.

FILED
1964 JUL 22 PM 1:46

THE CAPITAL-GAZETTE PRESS, INC.

13 No. M. G. 6241

By H. Tilghman

BOOK 155 PAGE 405

In the Case of

C. RIDER BRANDAU, JR., Attorney named in Mortgage

VS.

ELLIOTT O. AVENT and EDITH PEARL AVENT, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 16,343 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

August 11, 1964

John H. Hopkins, IV, Auditor.

FILED
1964 AUG 11 AM 10:58

FINAL ORDER

ORDERED BY THE COURT, this 27th day of August, 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 AUG 27 PM 1:44

14

15

Dr. C. RIDER BRANDAW, JR., Attorney named in Mortgage

vs.

ELLIOTT O. AVENT and EDITH PEARL AVENT, his wife,

In Acct. with C. RIDER BRANDAU, JR., Attorney named in Mortgage

					Cr.	
1964, June 12,						
Proceeds of Sale	275	00	275	00		
Refund 1964 taxes - 6/12/64 to 12/31/64 (212.09)	117	23	117	23		
Deficit paid by Mortgagee		96		96		
					393	19
To Attorney for fee, viz:	150	00				
To Attorney for commissions, viz:	19	25	169	25		
To Attorney for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	28	00				
Auditor - stating this account	22	50	60	50		
To Attorney for expenses, viz:						
Maryland Gazette - advertising sale	82	24				
Maryland Gazette - Order nisi, sale	15	00				
The Sunpapers - advertising sale	16	60				
E.T.Newell & Co., Inc. - auctioneer's fee	25	00				
Fidelity & Deposit Co. - bond premium	15	00				
A. A. Sanitary Commission - water bill	8	10				
Notary fees	1	50	163	44		
					393	19
Amount of Mortgage claim filed	3,792	23				
Interest on principal balance of $3,500.00 from 5/7/64 to 8/27/64 - 112 days @ 6%	64	47				
	3,856	70				
Plus deficit shown above		96				
Balance subject to Decree in Personam	3,857	66				

SIDNEY H. TINLEY, JR. and E. CATHERINE BYRNE, Trustees	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity No. 16,384 Eq.
vs.	:	
GUILFORD MANOR, INC., a Maryland body corporate, Defendant	:	

Dear Mr. Clerk:

Please docket the above-entitled cause, and file the Deed of Trust from Guilford Manor, Inc., a Maryland body corporate, dated January 19, 1961 to Sidney H. Tinley, Jr. and E. Catherine Byrne, Trustees, dated January 19, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1452, folio 77 et seq. as "Exhibit A" and enter our appearance as counsel for the Trustees.

Joseph M. Roulhac

Smith, Somerville & Case

Smith, Somerville & Case
Suite 1700 One Charles Center
Baltimore, Maryland 21201
727-1164

Attorneys for the Trustees

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1964 MAY 28 PM 2:25

BOOK 155 PAGE 408 BOOK 1452 PAGE 77 App. H- 32657

14554

THIS DEED OF TRUST, Made this 14th day of January, in the year one thousand nine hundred and sixty-one, by and between GUILFORD MANOR, INC., a corporation of State of Maryland, party of the first part; and SIDNEY H. TINLEY, JR., and E. CATHERINE BYRNE, of Baltimore City, Maryland, TRUSTEES, as hereinafter mentioned, parties of the second part.

WHEREAS, the said party of the first part is ----- justly indebted unto WEAVER BROS. INC. OF MARYLAND, a body corporate, duly organized and existing under the Laws of the State of Maryland, in the full sum of ONE HUNDRED AND EIGHTEEN THOUSAND, THREE HUNDRED DOLLARS ($ 118,300.00), for money this day loaned, and for which the said party, of the first part has made and delivered unto the said Weaver Bros. Inc. of Maryland, 14 promissory notes, bearing even date with these presents, said notes covering properties known as Lots Nos. 69, 70, 71, 72, 73, and 74, in Block H, and Lots Nos. 1, 2, 3, 4, 5, 6, 7, and 8, in Block I, of Wagena Heights, ---------- situate in 5th Dist. Anne Arundel Co., State of Maryland, and ten of said notes being for the principal sum of Eight Thousand, Two Hundred and Fifty Dollars ($8,250.00) each, and four of said notes being for the principal sum of $8,950.00 each, said notes being payable to the order of Weaver Bros. Inc. of Maryland, at 100 St. Paul Street Baltimore 2, Maryland, or at such other place, either within or without the State, as the holder of said notes may from time to time direct, each of said notes to bear interest at the rate of six per centum per annum on the unpaid principal balance of the aforesaid notes, or so much as is advanced hereunder, from the date hereto until paid; said principal and interest being payable in the following manner:

Interest to be paid on the 1st day of February, 1961, and monthly thereafter, and each of said notes to become due and payable as to the principal and together with accrued interest on the 1st day of November, 19 61, said principal and interest being payable in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment.

WHEREAS, it was a condition precedent to the making of the aforesaid loan by Weaver Bros. Inc. of Maryland to the party of the first part, hereto, that these presents be executed to further secure the repayment of said notes, together with interest thereon, as and when the same shall become due and payable.

THE party OF THE FIRST PART HERETO, OR its successors and assigns, at any time prior to default in the payment of principal and interest on the afore-

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1964 MAY 28 PM 2:25

"EXHIBIT A"

said notes, shall have the privilege of paying off the entire balance of principal and interest on any one or more of the said notes, at any time prior to maturity thereof, and upon payment of each of said notes, the parties of the second part hereto, as Trustees, or their successors in the trust, are herewith empowered to execute and deliver to said party of the first part, or its successors and assigns, a deed of release for each of the properties hereinafter described, upon delivery to said parties of the second part, as Trustees, of the respective notes which are identified by the property numbers placed thereon.

AND, the said party of the first part hereto, or its successors and assigns, at any time prior to a default in payment of principal and interest on the aforesaid notes, shall have the privilege of paying off on account of the entire balance of principal and interest on any one or more of the aforesaid properties a sum equal to the capitalization at the rate of six per cent (6%) per annum, of the principal amount of any ground rent or ground rents which the said party of the first part hereto may create on any one or more of the individual properties hereinafter described and upon payment of said sum for each of said properties, the parties of the second part, hereto, as Trustees, or their successors in trust, are herewith empowered to execute and deliver to said party of the first part, or its successors or assigns, a deed of partial release of the reversionary interest to be created out of any one or all of the aforesaid properties upon payment to said Trustees of the capitalized principal sum of each of said ground rents and the purchaser or purchasers of said ground rents are herewith relieved from looking to the application of the proceeds of such payment to the aforesaid Trustees, or their successors in Trust, and the said Trustees shall pay to the holders of the respective notes the full amount collected by said Trustees, or their successors in trust for or on account of any ground rent so created and the holders of said notes agree to look solely to the said Trustees for such payment and waive any right to demand payment from any purchaser or purchasers of the reversionary or ground rent interests so created.

THE SAID NOTES, being identified as ~~Nos.~~ Lots Nos. 69, 70, 71, 72, 73, and 74, in Block H, and Lots Nos. 1, 2, 3, 4, 5, 6, 7 and 8, in Block I, of Wasena Heights, - - - - - - situate in 5th Dist., Anne Arundel Co., State of Maryland.

WHEREAS, the said party of the first part, for itself, its successors and assigns, desire and has so agreed with the parties of the

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second part, to secure said debt and the punctual payment thereof and interest thereon, as the same becomes due and payable and all obligations created thereby; also all taxes and assessments which may be paid and advanced on account of the hereinafter described properties, and all costs, commissions, counsel fees and expenses which may be paid or incurred in relating to said notes, or to this trust, or to the said properties, together with interest on such advances, from date of each advance, and said party of the first part further agrees to keep and maintain the buildings now upon or which may thereafter be placed upon said properties, in good state of repair and tenantable condition to the satisfaction of the parties of the second part, as Trustees, or the holder of the notes hereby secured.

AND WHEREAS, the said party of the first part does hereby agree at its own cost and expense, during all the time wherein any part of the matter hereby secured shall be unsettled or unpaid, to keep the said improvements insured against loss by fire and other hazards in such amount as the Trustees, or their successors may require, in the name and to the satisfaction of the parties of the second part, or Substituted Trustees, in such fire insurance company or companies as the said parties of the second part, as Trustees, may select, which shall apply whatever may be received therefrom to the payment of the debt hereby secured, whether due or not, or to the cost of repairing or rebuilding said improvements, unless the party entitled to receive the same shall waive the right to have the same so applied. Said party of the first part also to pay all taxes and assessments, both general and special, when due and payable, that may be assessed against, or become due on said land and premises during the continuance of this trust and that upon any neglect or default to so insure or to pay taxes and assessments, the said Trustees, or their successors or any part hereby secured may have said improvements insured and pay said taxes and assessments and the expenses thereof shall be charges hereby secured and bear interest at the rate of six per centum per annum from the time of such payment.

NOW, THEREFORE, this indenture witnesseth; that the party of the first part, for itself, its successors and assigns, in consideration of the premises and of One Dollar ($1.00), lawful money of the

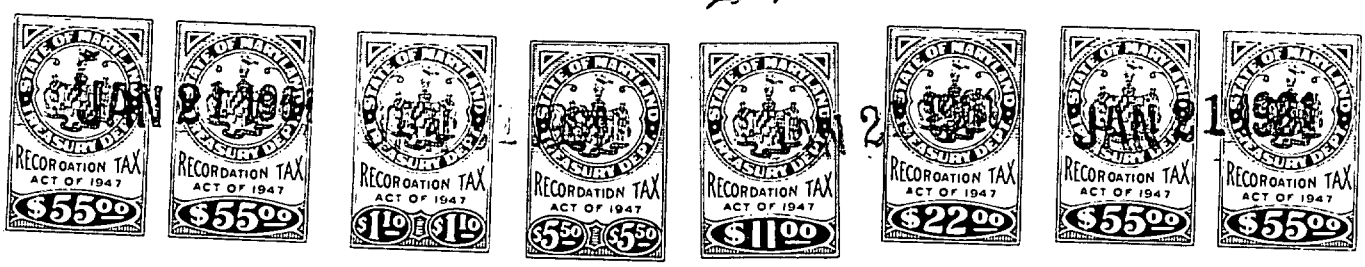
United States of America, to it in hand paid by the parties of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, ha s granted and do es hereby grant unto the parties of the second part, as Trustees, subject as hereinafter provided, the following described land and premises, situate in 5th District, Anne Arundel County State of Maryland, and which is described as follows, that is to say:-

BEING KNOWN AND DESIGNATED as Lots Nos. 69, 70, 71, 72, 73 and 74, in Block H, of Wasena Heights, as shown on a Plat of the Resubdivision of Block H, Wasena Heights, recorded among the Land Records of Anne Arundel County in Plat Book No. 31, page 64.

ALSO all those lots being known and designates as Lots Nos. 1, 2, 3, 4, 5, 6, 7, and 8, in Block I, Wasena Heights, as shown on a Plat of Wasena Heights recorded among the Land Records of Anne Arundel County in Plat Book 31, page 36.

BEING a portion of the property which, by deed dated December 31, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1362, folio 293, was granted and conveyed by Louis J. Glass and wife unto the party of the first part hereto in fee simple.

259.60



5

TOGETHER with the buildings or improvements now or hereafter ereeted upon said lot or parcel of ground, and the alleys, ways, easements, uses and appurtenances thereto, and including all materials, machinery, and equipment of every kind, character or description placed on, in or about the lot or parcel of ground and whether attached to or made a part of any building in the course of eonstruction, or whether separate and apart therefrom and contained in any separate building, toolhouse, warehouse or other structure erected on the lot of ground hercinabove deseribed.

The irrevocable power to appoint a substitute Trustee or Trustees is hereby expressly granted to the holder of the note, its suecessors and assigns, to be exereised at any time hereafter without notice or without specifying any reason thereafter, by filing for record in the office where this instrument is recorded a deed of appointment. The Grantor, , for itself, its successors - - - - - and assigns, and the Trustees herein named, or that hereafter may be substituted hereunder, expressly waives notiee of the exercise of this power and the giving of bond by any trustee, as well as any requirement for applieation to any Court for the removal, appointment or substitution of any Trustee hereunder.

TOGETHER, with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, including storm and sereen windows and doors, gas, steam, eleetric and other heating and lighting apparatus and all other fixtures appurtenant to the said premises, together with the possession and right of possession of said premises unto the said parties of the second part, as Trustees, their sueeessors and assigns, forever. And the said part of the first part hereby represent that such articles are fixtures and an aeeession to the freehold and a part of the realty and are covered by this DEED OF TRUST.

Also, all rentals, ineome, issues and profits that may aeerue from said premises or any part thereof, provided, however, that so long as the part of the first part shall not be in default hereunder, the said part y of the first part shall be entitled to collect and receive the rents, ineome, issues and profits of said premises.

TO HAVE AND TO HOLD, the said described land and premises unto and to the only use of the said parties of the seeond part, as Trustees, in fee simple.

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IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say:-

IN TRUST to permit said party of the first part, its successors and assigns, to use and occupy the said described land and premises, and the rents, issues and profits thereof, to take, have and apply to and for its sole use and profit until default be made in the payment of any one or more of said notes hereby secured or any installments of interest thereon, when and as the same shall become due and payable, or in the payment of any proper cost, counsel fees or expenses in and about the same as provided herein, or until said improvements upon said property are not maintained in a good state of repair and tenantable condition to the satisfaction of the parties of the second part as Trustees or the holder of the notes secured hereby.

AND, upon the full payment of all of said notes and the interest thereon, and all moneys advanced or expended as herein provided, and all other costs, counsel fees, charges, commissions, half-commissions, and expenses incurred (at any time before the sale hereinafter provided for) to release and re-convey the said described premises unto the said party of the first part, its successors and assigns, at its cost.

AND UPON THIS FURTHER TRUST - that upon failure of the party of the first part, its successors and assigns, to erect upon said lot or parcel of ground fourteen buildings in accordance with the plans and specifications within (nine) months from the date hereof, free and discharged from all liens or claims of mechanics or material men, or in the event that the holder of the aforesaid notes is required to complete the erection of the buildings upon said lots under the terms of a contract existing between the party of the first part and the holder of the aforesaid notes, or in the event that any of the provisions of said contract are violated by the party of the first part, or its successors or assigns, or to maintain the improvements thereon in a good state of repair and tenantable condition to the satisfaction of the parties of the second part, as Trustees, or the holder of the notes secured hereby, or upon failure after thirty days' written notice to put the said improvements in such condition to the satisfaction of the parties of the second part, notwithstanding the principal of the debt hereby secured be not then due, or upon any default or failure being made in the payment of any one or more of said notes, or of any installment of principal or interest thereon, when and as the same shall become due and payable or upon default being made in the payment, after demand therefore, of any money

owing or advanced as herein provided for, or of any proper cost, charge, counsel fees, commissions or expenses in and about the same; that the entire principal amount hereof shall be due and payable immediately after any such default, at the election of the holder or holders of the said notes without notice, the grantor hereby expressly waiving notice of such election; then and at any time thereafter, the said parties of the second part, as Trustees, or their successors in the trust, acting in the execution of this trust, shall have the power and it shall be their or his duty hereafter to sell the aforesaid properties, or any part thereof, and in case of default of any purchaser or purchasers, to re-sell the said described land and premises at public auction; upon giving at least twenty days' notice of the time, place, manner and terms of said sale in some newspaper printed in ~~Baltimore~~ Anne Arundel County, State of Maryland, and such other notice as the said Trustees or their successors, or either of them, be deemed expedient, and said sale may be made of the whole or any part of the land and premises herein described, at the election of the Trustee or Trustees making such sale and in such manner as said Trustees may deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to and at the cost, of the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale or sales; FIRSTLY, to pay all proper costs, charges and expenses of such sale, including all fees, expenses and costs herein provided for, including reasonable counsel fees and all money advanced for taxes, insurance and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale and to retain as compensation a commission equal to the sums allowed by equity courts in the jurisdiction where said sale is made, on the amount of said sale or sales; SECONDLY, to pay whatever may then remain unpaid on said notes, whether the same shall be due or not; and the interest provided for by said notes to date of payment; it being agreed that the entire principal of all of said notes may, upon such default or failure and sale of said property, being made before maturity, of said notes, be and become immediately due and payable at the election of the holder thereof; and LASTLY, to pay the remainder of said proceeds, if any there be, to the said party of the first part, its successors and assigns, upon the delivery and surrender to the purchaser, his her or their heirs or assigns, possession of said real estate so as aforesaid sold and conveyed, less the expenses, if any, of obtaining possession; provided, however, that in the event of the disability of one of

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the parties of the second part, or either of their absence from the State of Maryland, the powers, duties and trust hereby created and reposed in the parties of the second part may be executed by the other Trustee with the same legal force, effect and virtue as though executed by both of them; provided, further, 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 of the commission above provided, to be computed on the amount of said debt and the same, together with the expense of such advertisement, shall become a lien upon said property secured hereby.

AND the said party of the first part covenants that it will warrant specially the land and premises hereby conveyed, that it will execute such further assurances of said land as may be requisite or necessary.

WITNESS, the corporate seal - of the first part, and the signature of its President hereto.

WITNESS:

Jerome A. Hromadnik, Jr.
Secretary
JEROME A. HROMADNIK, JR.

GUILFORD MANOR, INC.,

By _____
Robert A. Bready, President.

GUILFORD MANOR, INC. INCORPORATED 1958 MARYLAND

STATE OF MARYLAND, BALTIMORE CITY TO WIT:

I HEREBY CERTIFY, that on this 19TH day of January, in the year one thousand nine hundred and sixty-one, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared Robert A. Bready, President of GUILFORD MANOR, INC., and he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of the said corporation by himself as President.

1800

WITNESS my hand and notarial seal.

JEROME A. HROMADNIK, JR. NOTARY PUBLIC BALTIMORE, MD.

Jerome A. Hromadnik, Jr.
Notary Public.

My Commission expires May 1, 1961.

JEROME A. HROMADNIK, JR.

Rec'd for record Jan. 27, 1961, at 9:00 A.M.
Mailed to The Title Guarantee Co.

SIDNEY H. TINLEY, JR. and E. CATHERINE BYRNE, Trustees	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	
GUILFORD MANOR, INC. a Maryland body corporate, Defendant	:	In Equity

: :

STATEMENT OF MORTGAGE DEBT UNDER DEED OF TRUST

Total principal amount advanced by Weaver Bros. Inc. of Maryland to Guilford Manor, Inc. under Deed of Trust from Guilford Manor, Inc. to Sidney H. Tinley, Jr. and E. Catherine Byrne, Trustees	$105,070.00
Total amount of principal repaid	81,205.00
Principal balance due and owing	23,865.00
Interest due January 19, 1961 to May 28, 1964, inclusive	826.62
Payments made by Weaver Bros. Inc. of Maryland for builder's risk insurance premiums	321.49
TOTAL AMOUNT DUE	$ 25,013.11

Roy E. Paddock

Roy E. Paddock, Vice President
Weaver Bros., Inc. of Maryland

STATE OF MARYLAND:
SS
CITY OF BALTIMORE:

I HEREBY CERTIFY on this 28th day of May, 1964 before, a Notary Public for the State of Maryland, in and for the City of Baltimore, personally appeared Roy E. Paddock, who is known to me to be the Vice President of Weaver Bros., Inc. of Maryland made oath that the foregoing is a true statement of the amount of the mortgage debt under the Deed of Trust filed in the above-captioned case now remaining due and unpaid.

AS WITNESS, my hand and notarial seal.

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1964 MAY 28 PM 2:26

Joseph M. Roulhac
Notary Public

10

SIDNEY H. TINLEY, JR. and E. CATHERINE BYRNE, Trustees vs. GUILFORD MANOR, INC. a Maryland body corporate, Defendant	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity 16,384

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF MARYLAND:
SS
CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 28th day of May, 1964, personally appeared before me the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, E. Catherine Byrne, Trustee, plaintiff in the above-entitled cause and made oath in due form of law that the defendant, Guilford Manor, Inc. is a Maryland body corporate and is not in the military service of the United States.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal this 28th day of May, 1964.

Joseph M. Toulhan
Notary Public

FILED
1964 MAY 28 PM 2:26

11

SMITH, SOMER[illegible]E & CASE
Solicitors
Suite 1700 One Charles Center
Baltimore, Maryland 21201

Trustee's Sale
OF VALUABLE FEE SIMPLE DWELLING PROPERTY

NOS. 5110, 5100 and 5101
PATRICK HENRY DRIVE
FIFTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY
MARYLAND

Under and by virtue of the power and authority contained in a certain Deed of Trust from Guilford Manor, Inc. to Sidney H. Tinley, Jr. and E. Catherine Byrne, Trustees, dated January 19, 1961 and recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1452 folio 77, et seq, default having occurred in the payment of the indebtedness thereby secured and at the request of the party secured thereby, the undersigned, Trustees, will offer for sale at public auction at the premises on

Thurs., June 25, 1964
At 2 O'Clock P.M.
(E.D.T.)

ALL THOSE LOTS OF ground and improvements in fee simple situate in the Fifth Election District of Anne Arundel County described in said Deed of Trust as follows:

Being known and designated as Lot No. 8 in Block I of Wasena Heights, as shown on a plat of Wasena Heights recorded among the Land Records of Anne Arundel County in plat book No. 31 page 36 and

No. 12

Also those lots being known and designated as Lots Nos. 69 and 74 in Block H of Wasena Heights, as shown on a plat of the sub-division of Block H, Wascna Heights, recorded among the Land Records of Anne Arundel County in plat book No. 31 page 64. Subject to building restrictions and covenants of record, if any. The improvements thereon known as Nos. 5110, 5100 and 5101 Patrick Henry Drive.

IMPROVEMENTS: The improvements consist of three partially completed, modern, six room (three bedroom, one bath) brick end of group dwellings with gas-fired forced air heat. Full details concerning improvements may be obtained from Weaver Bros. of Maryland, Baltimore, SA. 7-8181.

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 418

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 22, 1964

We hereby certify, that the annexed

Trustee's Sale
Guilford Manor Inc
"Patrick Henry Drive"

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 25th day of June, 1964. The first insertion being made the 4th day of June, 1964.

FILED
1964 JUN 22 PM 2:13

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

TERMS OF SALE: A cash deposit of $1,500 will be required of the purchaser at the time and place of sale; balance of purchase price in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Interest at 6 per cent to be paid on unpaid purchase price from date of sale to date of settlement. All conveyancing, recording, stamp taxes and transfer tax imposed by Anne Arundel County to be borne by purchaser. All other taxes, expenses, assessments and public charges, including Sanitary District charges, if any, to be adjusted to date of sale.

Terms of sale to be complied with within five days after final ratification thereof by the Circuit Court for Anne Arundel County, otherwise the property will be resold at the risk and cost of the defaulting purchaser or purchasers.

Sidney H. Tinley, Jr.
E. Catherine Byrne,
Trustees

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

Ju-18

Trustee's Bond

BOOK 155 PAGE 420

16,384 Equity

KNOW ALL MEN BY THESE PRESENTS:

BOOK 12 PAGE 434

THAT WE Sidney H. Tinley, Jr. and E. Catherine Byrne St. Paul & Fayette Streets, Baltimore, 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 Twenty Five Thousand Thirteen and 11/100 ($25,013.11) - - - - 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 25th day of June in the year of our Lord one thousand nine hundred and sixty-four.

WHEREAS, the above bounden Sidney H. Tinley, Jr. and E. Catherine Byrne 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 certain property

mentioned in the proceedings in the case of Sidney H. Tinley, Jr. and E. Catherine Byrne

vs.

Guilford Manor, Inc., a Maryland body corporate

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Sidney H. Tinley, Jr. and E. Catherine Byrne 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

Barbara Berberich
Barbara Berberich

Sidney H. Tinley, Jr. (SEAL)

E. Catherine Byrne (SEAL)

MARYLAND CASUALTY COMPANY (SEAL)

By John F. Kennedy Jr. (SEAL)
Attorney-in-fact
John F. Kennedy, Jr.

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the Maryland Casualty Company a corporation of the State of Maryland does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Elsie C. Evans and John F. Kennedy, Jr. its attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court 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 December, 1961.

ATTEST:

D. W. Vauthier
Assistant Secretary

MARYLAND CASUALTY COMPANY

By: Albert H. Walker
Vice President

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

June 25, 1964

MARYLAND CASUALTY COMPANY

D. W. Vauthier *Assistant Secretary*

Bond approved this 25th day of June, 1964

Louis N. Phipps, Clerk

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1964 JUN 25 PM 12: 59

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STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 25th day of June, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared W. Douglas Buttner, 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, 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
W. Douglas Buttner (SEAL)
Purchaser

Notary Public

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1964 JUN 30 AM 9:27

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EXHIBIT A

BOOK 155 PAGE 422

SIDNEY H. TINLEY, JR. and E. CATHERINE BYRNE, Trustees	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	
GUILFORD MANOR, INC. a Maryland body corporate, Defendant	:	In Equity No. 16384

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

REPORT OF SALE

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

The Report of Sale of Sidney H. Tinley, Jr. and E. Catherine Byrne, Trustees, empowered by a Deed of Trust from Guilford Manor, Inc. to Sidney H. Tinley, Jr. and E. Catherine Byrne, Trustees, to make sale of certain fee simple dwelling property known as Nos. 5110, 5100 and 5101 Patrick Henry Drive, Fifth Election District, Anne Arundel County, Maryland respectfully shows:

1. That after giving bond with security for the faithful discharge of their trust as prescribed by law, which bond was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, said notice being published at least once in each week for three successive weeks, the first such publication being not less than twenty days prior to the date of sale and the last such publication being not more than one week prior to the date of sale, said Trustees, Sidney H. Tinley, Jr. and E. Catherine Byrne, pursuant to said notice, on the 25th day of June, 1964 at 2 o'clock p.m. did attend on the premises and then and there sold all those lots of ground and improvements in fee simple situate in the Fifth Election District of Anne Arundel County described in said Deed of Trust as follows:

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Being known and designated as Lot No. 8 in Block I of Wasena Heights as shown on a plat of Wasena Heights recorded among the Land Records of Anne Arundel County in plat book No. 31 page 36 and

Also those lots being known and designated as Lots Nos. 69 and 74 in Block H of Wasena Heights, as shown on a plat of the sub-division of Block H, Wasena Heights, recorded among the Land Records of Anne Arundel County in plat book No. 31 page 64. Subject to building restrictions and covenants of record, if any. The improvements thereon known as Nos. 5110, 5100 and 5101 Patrick Henry Drive.

2. That the aforesaid premises were sold to Weaver Bros., Inc. of Maryland who appeared by its agent, W. Douglas Buttner, whose affidavit is attached hereto, made a part hereof and marked "Exhibit A." Said sale was made in the amount of $25,000.

Sidney H. Tinley, Jr.

E. Catherine Byrne

Trustees

STATE OF MARYLAND:
TO WIT:
CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 29th day of June, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Sidney H. Tinley, Jr. and E. Catherine Byrne, Trustees, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal.

Joseph M. Roulhac
Notary Public

JOSEPH M. ROULHAC NOTARY PUBLIC BALTIMORE

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BOOK 155 PAGE 424

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 16,384 Equity

SIDNEY H. TINLEY, JR., and E. CATHERINE BYRNE, Trustees

versus

GUILFORD MANOR, INC. a Maryland body corporate

Ordered, this 30th day of June, 1964, That the sale of the property in these proceedings, mentioned made and reported by Sidney H. Tinley, Jr. and E. Cathtrine Byrne, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of August next.

The report states that the amount of sale was $25,0000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk.
Jy-23,

OFF OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 24, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,384

Guilford Manor, 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 3rd day of July, 1964. The first insertion being made the 2nd day of July, 1964.

FILED 1964 JUL 24 PM 3:01

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 6-2-64

By H. Tilghman

17

ORDER NISI

BOOK 155 PAGE 425

SIDNEY H. TINLEY, JR.
and
E. CATHERINE BYRNE, Trustees
versus
GUILFORD MANOR, INC.
a Maryland body corporate

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 16,384 Equity

Ordered, this 30th day of June, 19 64, That the sale of the property in these proceedings mentioned made and reported by Sidney H. Tinley, Jr. and E. Catherine Byrne, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of August next.

The report states that the amount of sale was $ 25,000.00

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

Smith, Somerville & Case, Attorneys For: Maryland Gazette (July 2nd Edition)
(Final Order)

SIDNEY H. TINLEY, JR.
and
E. CATHERINE BYRNE, TRUSTEES
versus
GUILFORD MANOR, INC.
a Maryland body corporate

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of August, 19 64 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 Luckett
JUDGE.

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1964 AUG -4 PM 1:22

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BOOK 155 PAGE 426

In the Case of

SIDNEY H. TINLEY, JR. et al

VS.

GUILFORD MANOR, INC.

In the

Circuit Court

For

Anne Arundel County

No. 16,384 Equity

To the Honorable, the Judges of said Court:

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

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All of which is respectfully submitted.

August 20, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 8th day of September, 19....., that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: A Jankowski, deputy

FILED
1964 SEP -8 PM 4:27

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Dr. SIDNEY H. TINLEY, JR. et al vs. GUILFORD MANOR, INC.

BOOK 155 PAGE 427

In Acct. with SIDNEY H. TINLEY, Jr. and E. CATHERINE BYRNE, Trustees

						Cr.	
1964, June 25,							
Proceeds of Sale	25,000	00					
Interest on deferred balance of $23,500.00 from							
6/25/64 to 8/18/64	214	41	25,214	41			
					25,214	41	
To Trustees for Commissions, viz:	780	00	780	00			
To Trustees for Court Costs, viz:							
Plaintiffs solicitors appearance fee	10	00					
Clerk of Court - Court costs	29	25					
Auditor - stating this account	22	50	61	75			
To Trustees for expenses, viz:							
Capital Gazette Press - advertising sale	81	39					
Capital Gazette Press - Order nisi, sale	15	00					
The Sunpapers - advertising sale	57	90					
E.T.Newell & Co., Inc. - auctioneers fee	75	00					
Maryland Casualty Co. - bond premium	100	00					
1964 County taxes 1/1/64 to 6/25/64 (89.72)	43	62					
1964 Sanitary District chg. 1/1/64 to 6/25/64 (25.70)	7	24					
City of Baltimore-metered water to 5/18/64	127	59					
Watchman's wages, 5/19/64 to 6/24/64 @ 85.00 week	459	00					
Joseph M. Roulhac, etal, Counsel fee & expenses Court Order 8/17/64	223	39					
Joseph M. Roulhac, notary fees	1	50	1,191	63			
To Weaver Bros. Inc. of Maryland this balance							
on account of claim filed	23,181	03	23,181	03			
					25,181	03	

Amount of Mortgage claim filed	25,013	11
Interest on principal balance of $23,865.00 from 5/28/64 to 9/7/64 - 102 days @ 6%	399	50
	25,412	61
Credit amount allowed above	23,181	03
Balance subject to Decree in Personam	2,231	58

BOOK 155 PAGE 429

IN THE MATTER OF THE SALE

OF THE MORTGAGED PROPERTY

OF Walter B VeHaun and

Mary R VeHaun, his wife

Equity No.

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

No. 16,425 Equity

Order to file original mortgage, Statement, and to Docket Foreclosure Proceedings

FILED 1964 JUN 23 AM 10:07

Mr. Clerk: Please docket the above titled foreclosure proceedings and file the Original Mortgage dated August 3, 1963., as recorded among the Land Records of Anne Arundel County in Liber L. N. P. 1679 fol. 242 as well as the mortgage statement herewith listed.

Louis M Strauss

Louis M Strauss, Atty. in Mortgage
124 South St., Annapolis, Md.
Colonial 3=3772

STATEMENT OF MORTGAGE CLAIM

To Principal Loan in mortgage dated August 3, 1963., and recorded in Liber L. N. P No. 1679 folio 242.....$15,300.00

Less payments applied to principal ---------- 219.70

Bal ance due on principal	15,080.30
Less Escrow on deposit	62.61
Balance due on principal	15017.69
Plus interest due June, 1964	301.60
Mtge debt and interest to and thru June 1964	$15,319.29

FILED 1964 JUN 23 AM 10:07

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 23rd day of June, 1964., before the subscriber personally appeared Louis M Strauss, Attorney named in mortgage and agent for Capital City Federal Savings and Loan Association Assignee and owner of aforementioned mortgage, and made oath in due form of law that the aforemention mortgage debt above st out is true to the best of his belief.

Notary Public

BOOK 155 PAGE 430

BOOK 1679 PAGE 242

PURCHASE MONEY

This Mortgage,

made this 3rd day of August, in the year one thousand nine hundred and sixty-three, between Walter B. VeHaun and Mary R. VeHaun, his wife, of Manhattan Beach in the State of Maryland, hereinafter called Mortgagor(s), and CAPITAL CITY BUILDING AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of Fifteen Thousand Three Hundred - - - - - - - - - - - - - - - - - - - Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of One Hundred Twenty - Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the third day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

Beginning for the same at a concrete monument here set at the intersection formed by the southwestern side of Parkway Street 40 ft. wide with the northwestern side of Dividing Road 40 ft. wide, said point of beginning marks the easternmost corner of Lot No. 1, Block F, as shown on a plat of Manhattan Beach and Recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod A-6, Plat 14, thence from the point of beginning so fixed and binding on the northwestern side of Dividing Road 40 ft. wide along a regular curve to the right having a radius of 627.10 ft. and a long chord of South 43° 31' 00" west 124.03 ft. to a concrete monument here set, thence leaving said side of said road and with the divisional line of Lot No. 1 and Lot No. 2 North 42° 47' 10" West 253.39 ft. to a pipe set on the southeasternmost side of Bennett Place 30 ft. wide, thence binding on said side of Bennett Place North 49° 30' 10" East 40.58 ft. to a pipe set, thence leaving Bennett Place and binding on the southwesternmost side of Parkway Street 40 feet wide, South 61° 37' 50" East 257.57 ft. to the point of

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beginning. Containing 0.46 acres more or less, according to the survey and plat made by James D. Hicks, County Surveyor, in September, 1952.

BEING the same lot of ground conveyed to Donald Powell Shea, Sr. and Anne Wood Shea, his wife, by John Jay Brenza and Rheta C. Brenza, his wife, by deed dated May 12th, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1476, folio 126; and

BEING the same lot of ground conveyed to Walter B. VeHaun and Mary R. VeHaun, his wife, by Donald Powell Shea, Sr. and Anne Wood Shea, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Mildred F. Bean
Mildred F. Bean

Walter B. VeHaun (SEAL)
Walter B. VeHaun

Mary R. VeHaun (SEAL)
Mary R. VeHaun

(SEAL)

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BOOK 155 PAGE 433

BOOK 1679 PAGE 245

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 3rd day of August, , in the year one thousand, nine hundred and, sixty-three , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Walter B. VeHaun and Mary R. VeHaun, his wife, , the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared JOSEPH H. GRISCOM, SR., President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

11.00 Mildred F. Bean

NOTARY PUBLIC Mildred F. Bean

My Commission expires May 3, 1965.

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Rec'd for record Aug 5, 1963 at 10:47 A.M.
Mailed to Louis M. Strauss

LOUIS M. STRAUSS
Attorney
CAPITAL CITY BLDG.
ANNAPOLIS, MD.

PURCHASE MONEY
MORTGAGE
FROM
Walter B. VeHaun and
Mary R. VeHaun, his wife
TO
CAPITAL CITY BUILDING AND
LOAN ASSOCIATION OF
ANNAPOLIS, MARYLAND

Received for record 19 at ..... o'clock ..... M.
Same day recorded in Liber No. ..... folio ..... one of the Land Records of Anne Arundel County ..... and examined per ..... Clerk.
Cost of Record $ 11.00

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1963 AUG -5 AM 10:47
RECORDED IN LIBER LNP No. 1679 FOLIO 249
LOUIS M. PHIPPS, CLERK

(2) E

BOOK 155 PAGE 434

GLOBE INDEMNITY COMPANY

A New York Corporation — New York, N. Y. BOOK 12 PAGE 454

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

Bond No. 442576

No. 16,425 Eq. Ct.

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, LOUIS M. STRAUSS as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIXTEEN THOUSAND --- ($16,000.00) DOLLARS --- 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 14th day of July , 19 64 .

WHEREAS by virtue of a power of sale contained in a Mortgage from Walter B. VeHaun and Mary R. VeHaun, his wife bearing date on or about the 3rd day of August , 19 63 , the said Louis M. Strauss ---------- is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Louis M. Strauss ------- is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

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

SIGNED, sealed and delivered in the presence of

Louis M. Strauss (SEAL)
PRINCIPAL

WITNESS:
Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate
By John H. Hopkins, IV
John H. Hopkins, IV, Attorney-in-fact
SURETY

Bond approved this 14th day of July, 1964
Louis N. Phillips

FILED
1964 JUL 16 PM 4.16

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BOOK 155 PAGE 435

IN THE MATTER OF THE SALE	:	EQUITY NO. 12,425
OF THE MORTGAGED PROPERTY	:	IN THE
OF WALTER B. VeHAUN AND	:	CIRCUIT COURT FOR
MARY R. VeHAUN, HIS WIFE	:	ANNE ARUNDEL COUNTY

: : : : :

REPORT OF SALE

The report of Louis M. Strauss, Attorney named in mortgage in these proceedings, respectfully represents:

After giving bond with security for the faithful performance of his trust, and having complied with all the other pre-requisites as required by Law, the Rules of this Court and the provisions of said mortgage filed in these proceedings, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a Newspaper published in Anne Arundel County, Maryland, for at least more than twenty (20) days as provided in said mortgage before the day of sale, he did, pursuant to said Notice, attend the sale on the 17th day of July, 1964, at 11 A.M. (D.S.T.) and did then and there proceed to sell and did sell at public sale the property described in said mortgage and improvements thereon at and for the sum of Fifteen Thousand Five Hundred (15.500.00) Dollars, to Capital City Federal Savings and Loan Association of Annapolis.

Respectfully submitted,

Louis M. Strauss

Louis M. Strauss, Attorney named in Mortgage

FILED
1964 JUL 17 AM 10:23

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 17th day of July, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis M. Strauss, Attorney named in mortgage, and in the above Report of Sale, and he made oath in due form of law that the matters and facts stated in the aforegoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial seal.

Mildred F. Bean

Mildred F. Bean - Notary Public

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO., MD.

1

ORDER NISI

IN THE MATTER OF THE SALE OF THE MORTGAGED PROPERTY OF WALTER B. VeHAUN AND MARY R. VeHAUN, HIS WIFE

versus

BOOK 155 PAGE 436

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,425 Equity

Ordered, this 17th day of July, 19 64, That the sale of the property in these proceedings mentioned made and reported by Louis M. Strauss, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of August next.

The report states that the amount of sale was $ 15,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Louis M. Strauss, Attorney
(Final Order)

For: Evening Capital (July 20, 1964 Edition)

IN THE MATTER OF THE SALE OF THE MORTGAGED PROPERTY OF WALTER B. ~~XXXXXX~~ VeHAUN AND MARY R. VeHAUN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of August, 19

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

George Sachse
JUDGE.

FILED
1964 AUG 25 PM 2:51

4

True Copy, TEST:
LOUIS N. PHIPPS, Clerk Jy-3

LOUIS M. STRAUSS, Atty.
124 South Street
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

ON DIVIDING ROAD, MANHATTAN BEACH, 3RD ELECTION DISTRICT ANNE ARUNDEL COUNTY.

Under and by virtue of power of sale contained in a mortgage from Walter B. VeHaun and Mary R. VeHaun, his wife, dated August 3, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1679 folio 242, default having occured thereunder, the undersigned Attorney will offer at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

FRIDAY, JULY 17th 1964 AT 11:00 A.M., (D.S.T.)

All that lot of ground and improvements thereon, containing 0.46 acres more or less; facing Dividing Road 124.03 feet more or less in the Development of Manhattan Beach, in the Third Election District of Anne Arundel County, Maryland and bordering on Parkway Street 257.57 feet more or less, said streets are shown on a Plat of Manhattan Beach, recorded among the Plat records of Anne Arundel County in Plat Cabinet 1, Rod A-6, Plat 14., and being the same property heretofore conveyed to Donald Powell, Shea., Jr., by deed dated May 12, 1961 and recorded among land records aforesaid in Liber G.T.C. No. 1476 folio 126.

The above property is improved by a modern Rancher home containing at least six rooms and bath, and the owners enjoy waterfront privileges.

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

For further particulars apply to:

LOUIS M. STRAUSS, Attorney
124 South St., Annapolis, Md.
Jy-16

BOOK 155 PAGE 437

Purchasers Certificate

IN The Circuit COURT FOR Anne ARundel County

Equity 16,425

I HEREBY CERTIFY I Sold the Attached Described Property under the terms advertised thereon this 17th Day of July, 1964., at the Time thereon stated at Public Auction to and unto :

Capital City Federal Savings Association

they or it being the highest bidder thereefore.

at and for the sum of: $ 15,500 00

AUCTIONEER

Robert H. Campbell
AUCTIONEER

I hereby certify I purchased the within described property at Public Auction subject the terms and conditions of said Advertisement at and for the sum of:

$ 15,500.00 as the highest bidder therefore.

Capital City Federal Savings
Assn Assoc. By Michael M Cutchan
PURCHASER

State of Maryland, Anne Arundel County , to wit:

On this 17th day of July, 1964., personally appeared Michael M Cutchan, Secretary-Mananger., of Capital City Federal Savings and Loan Association, purchaser aforesaid and made oath to the facts above set out., as abonafide purchase according to the Rules of Foreclosure and law pertaining to foreclosures.

Mildred F. Dean
Notary Public

MILDRED F. DEAN NOTARY PUBLIC ANNE ARUNDEL CO., MD.

FILED
1964 JUL 17 PM 3:05

BOOK 155 PAGE 438

IN THE MATTER OF THE SALE	:	EQUITY NO. 16,425
OF THE MORTGAGED PROPERTY	:	IN THE
OF WALTER B. VeHAUN AND	:	CIRCUIT COURT
MARY R. VeHAUN, HIS WIFE	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : ::: : : :

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 17th day of July, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Michael V. McCutchan, Secretary-Treasurer for Capital City Federal Savings and Loan Association of Annapolis, 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 as an agent, and that he has not directly or indirectly discouraged anyone from bidding for the said real estate mentioned in the said Report of Sale.

Michael V. McCutchan
Michael V. McCutchan-Purchaser

Mildred F. Bean
Mildred F. Bean - Notary Public

FILED

1964 JUL 21 AM 11: 14

LOUIS M. STRAUSS, Atty.
124 South Street
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

ON DIVIDING ROAD, MANHATTAN BEACH, 3RD ELECTION DISTRICT ANNE ARUNDEL COUNTY.

Under and by virtue of power of sale contained in a mortgage from Walter B. VeHaun and Mary R. VeHaun, his wife, dated August 3, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1679 folio 242, default having occured thereunder, the undersigned Attorney will offer at public auction at the Court House Door, Church Circle, Annapolis, Maryland, on

FRIDAY, JULY 17th 1964 AT 11:00 A.M., (D.S.T.)

All that lot of ground and improvements thereon, containing 0.46 acres, more or less; facing Dividing Road 124.03 feet more or less in the Development of Manhattan Beach, in the Third Election District of Anne Arundel County, Maryland and bordering on Parkway Street 257.57 feet more or less, said streets are shown on a Plat of Manhattan Beach, recorded among the Plat records of Anne Arundel County in Plat Cabinet 1, Rod A-6, Plat 14., and being the same property heretofore conveyed to Donald Powell, Shea., Jr., by deed dated May 12, 1961 and recorded among land records aforesaid in Liber G.T.C. No. 1476 folio 126.

No. E

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

For further particulars apply to:

LOUIS M. STRAUSS, Attorney
124 South St., Annapolis, Md.
Jy-16

OFFICE

Evening Capital

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

BOOK 155 PAGE 439

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 17, 1964

We hereby certify, that the annexed

Attorney's Sale

No. E 16,435 Eq.

Walter B. VeHaun et ux

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 17th day of July, 1964. The first insertion being made the 2nd day of July, 1964.

FILED
1964 JUL 22 PM 1:46

THE CAPITAL-GAZETTE PRESS, INC.
By

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,425 Equity
In the Matter of the Sale of the Mortgaged Property of
WALTER B. VeHAUN and MARY R. VeHAUN, his wife

Ordered, this 17th day of July, 1964, That the sale of the property in these proceedings mentioned made and reported by Louis M. Strauss, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of August next.

The report states that the amount of sale was $15,500.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
A-10

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 440

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 11, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,425

Walter B. Ve Haun

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of August, 1964. The first insertion being made the 20th day of July, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 AUG 11 PM 1:35

No. E. C. 9274

By H. Tilghman

In the Case of

IN THE MATTER OF THE SALE OF THE MORTGAGED PROPERTY OF WALTER B. VE HAUN and MARY R. VE HAUN, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,425 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 AUG 27 AM 11:55

All of which is respectfully submitted.
August 27, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 14th day of September, 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 W. Phipps
Clerk
Per: ..., deputy

FILED
1964 SEP 14 AM 9:03

13

14

Dr. IN THE MATTER OF THE SALE OF THE MORTGAGED PROPERTY OF
WALTER B. VE HAUN and MARY R. VE HAUN, his wife,

BOOK 155 PAGE 442

In Acct. with LOUIS M. STRAUSS, Attorney named in Mortgage

					Cr.	
1964, July 17,						
Proceeds of sale	15,500	00	15,500	00		
					15,500	00
To Attorney for fee, viz:	100	00				
To Attorney for Commissions, viz:	495	00	595	00		
To Attorney for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court costs	28	00				
Auditor - stating this account	22	50	60	50		
To Attorney for expenses, viz:						
Capital Gazette Press - advertising sale	75	24				
Capital Gazette Press - Order nisi, sale	15	00				
Robert H. Campbell - auctioneer's fee	75	00				
Globe Indemnity Co. - bond premium	64	00				
Mildred F. Bean - notary fees	1	50	230	74		
To Capital City Federal Savings & Loan Assn. this balance on account of claim filed	14,613	76	14,613	76		
					15,500	00
Amount of Mortgage claim filed	15,319	29				
Interest on principal balance of $15,017.69 from 7/1/64 to 9/12/64 - 73 days @ 6%	180	21				
	15,499	50				
Credit - amount allowed above	14,613	76				
Balance subject to Decree in Personam	885	74				

PETITION FOR FORECLOSURE

BOOK 155 PAGE 443

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate

VS. PLAINTIFF

RICHARD W. PETERS and

KATHERINE V. PETERS, his wife

DEFENDANTS

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY
(IN EQUITY)
No. 16,361 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 26th **day of** December **A. D.** 1961 **the defendants executed and delivered to** said Plaintiff

a mortgage upon certain leasehold **property in** Anne Arundel County ~~the City of Baltimore~~, **therein described, to secure the payment of the mortgage debt of $** 13,550.00 **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.**

That default has occurred in the conditions and covenants of said mortgage.

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

And as in duty, &c.

Percy & Ritter

Attorneys for Plaintiff

FILED

1964 MAY 19 AM 10:36

FHA Form No. 2127-H
(Revised July 1954)

BOOK 1534 PAGE 350

Book 155 page 444
No. 16,361 Equity

MORTGAGE

THIS MORTGAGE, Made this 26th day of December, A. D. 19 61, by and between—RICHARD W. PETERS and KATHERINE V. PETERS, his wife,

of—Anne Arundel County—, in the State of Maryland, hereinafter called the Mortgagor, and CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC. a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for borrowed money in the principal sum of THIRTEEN THOUSAND FIVE HUNDRED AND FIFTY Dollars ($ 13,550.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five & one-fourth per centum (5-¼%) per annum on the unpaid principal until paid, principal and interest being payable at the office of CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of NINETY-ONE and 33/100ths Dollars ($ 91.33), commencing on the first day of February, 1962, 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 82. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all—that— lot(s) of ground situate, lying and being in—Anne Arundel County—, in the State of Maryland aforesaid, and described as follows, that is to say:

16—55500-6

DO NOT INDEX IN CHATTEL

BEING KNOWN AND DESIGNATED as Lot No. 12, Block T, as shown on the Plat of Glen Burnie Park, Section 3, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 28 folio 18. The improvements thereon being known as No. 611 Everett Road.

BEING the same lot of ground which by Deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by Eugene J. Mohen and wife unto the said within named Mortgagors.

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

FILED
1964 MAY 19 AM 10:36

2

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, **for all the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever; subject to the payment of the annual rent of one hundred twenty ($120.00) dollars payable in equal half-yearly installments on the twenty-eighth (28th) days of March and September in each and every year.**

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

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

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

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

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

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate set forth hereinbefore and shall be secured by this mortgage.

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 60 days time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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

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

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

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

Witness:

William M. Levy [SEAL]

WILLIAM M. LEVY

AS TO BOTH:

Richard W. Peters [SEAL]
Richard W. Peters

_____ [SEAL]

Katherine V. Peters [SEAL]
Katherine V. Peters

_____ [SEAL]

STATE OF MARYLAND, ——BALTIMORE COUNTY—— to wit: BOOK 1534 PAGE 354

I HEREBY CERTIFY, That on this the 26th day of December 19 61, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared RICHARD W. PETERS and KATHERINE V. PETERS, his wife, ——known to me (or satisfactorily proven) to be the person(s) whose name(s) ■ (are) subscribed to the within instrument and acknowledged that ——they——executed the same for the purpose therein contained.

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

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

William M. Levy
Notary Public.

My commission expires:

May 6, 1963

Rec'd for record Dec. 28 1961 at 2:55 P.M.

Mailed to Levy & Ditto

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate
PLAINTIFF
VS.
RICHARD W. PETERS and KATHERINE V. PETERS, his wife
DEFENDANTS

PETITIONER'S EXHIBIT No. 1

Mr. Clerk:

Please file, etc.

STATEMENT OF MORTGAGE CLAIM BOOK 155 PAGE 448

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate
PLAINTIFF
vs.
RICHARD W. PETERS and
KATHERINE V. PETERS, his wife

IN THE
CIRCUIT COURT
— OF —
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
(IN EQUITY)
No. 16,361 Equity

STATEMENT OF MORTGAGE DEBT

Amount of mortgage loan	$ 13,550.00
Interest to May 15th, 1964	307.45
5 months late charge	13.10
	$ 13,870.55
Credit in expense account	68.40
	$ 13,802.15
Amount paid on principal of loan	773.72
	$13,028.43

Robert S. Clark
Treasurer, Century Savings and Loan Association of Baltimore City, Inc.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 15 day of May 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 ROBERT S. CLARK, Treasurer, CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

FILED
1964 MAY 19 AM 10:36

As witness my hand and Notarial Seal,
Karl M. Perry
Notary Public.

4

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

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate
PLAINTIFF

vs.

RICHARD W. PETERS and

KATHERINE V. PETERS, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
(IN EQUITY)

Docket ..... **Folio** .....

No. 16,361 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 ROBERT S. CLARK, Treasurer of CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, 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~~s~~ are not in the military service of the United States,

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

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

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

Robert S. Clark
Affiant.

Subscribed and sworn to before me
this 15 day of May 19 64

Karl M. Peery
Notary Public

FILED
1964 MAY 19 AM 10:36

BOOK 155 PAGE 450

DECREE FOR SALE OF MORTGAGE PREMISES

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate

vs. PLAINTIFF

RICHARD W. PETERS and

KATHERINE V. PETERS, his wife

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

(IN EQUITY)

.....TERM, 19..

No. 16,361 Equity

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

It, is, Thereupon, This 19th day of May, in the year nineteen hundred and sixty-four, by the Circuit Court of ~~Baltimore City~~ Anne Arundel County, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that WILLIAM M. LEVY be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of THIRTEEN THOUSAND ONE HUNDRED Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $750.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives or assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

O. Bowie Duckett

Judge

FILED

1964 MAY 19 PM 2:37

8

BOOK 155 PAGE 451

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No. 16,361 Equity

BOND NO. 77 97 347

BOOK 12 PAGE 442

KNOW ALL MEN BY THESE PRESENTS:

That we, William M. Levy, 1507 Fidelity Building, Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirteen Thousand One Hundred and 00/100 ($13,100.00) 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 7th day of July in the year of our Lord one thousand nine hundred and sixty-four

WHEREAS, the above bounden William M. Levy by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of Century Savings and Loan Association of Baltimore City, Inc., a body corp.

vs:

Richard W. Peters and Katherine V. Peters, h/w

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden William M. Levy

do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in nim 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:

Esther L Breeden

William M. Levy (SEAL)

(SEAL)

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

By John W. Harrison, Jr. *Attorney-in-Fact*

Bond approved this 8th day of July, 1964

Clerk

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

9

FILED

1964 JUL -8 AM 9:39

Trustee's Sale
OF VALUABLE LEASEHOLD PROPERTY

611 Everett Road, Glen Burnie

By virtue of a decree of the County (Equity Case No. 16,361) Circuit Court for Anne Arundel the undersigned, Trustee, will sell at public auction on the premises, on

THURSDAY, JULY 9TH, 1964 AT 2 O'CLOCK P.M. (E.D.T.)

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

BEING known and designated as lot No. 12, Block T, as shown on the Plat of Glen Burnie Park, Section 3 recorded in Plat Book No. 28, folio 18. The improvements thereon being known as No. 611 Everett Road.

Improved by a frame, brick front, ranch type home containing 6 rooms (3 bedrooms) 2 baths, club room and car port. Subject to the payment of the annual ground rent of $120.00 and to the restrictions and utility agreements of record affecting said property.

TERMS OF SALE: Cash. A deposit of $750.00 at the 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 and all other expenses, including District Sanitary charges, if any, and all other assessments and public charges to be adjusted to the day of sale; cost of all documentary revenue stamps and county transfer tax, if any, to be borne by the Purchaser.

WILLIAM M. LEVY,
Trustee
E. T. NEWELL & CO., INC.,
Auctioneers
120-126 W. North Avenue
Baltimore 1, Maryland

Jy-9

N 10

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 452

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 10, 1964

We hereby certify, that the annexed

Trustee's Sale
Eq. 16,361
611 Everett Road,
Glen Burnie

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of July, 1964. The first insertion being made the 18th day of June, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
By: H. Tilghman
1964 JUL 15 PM 3:22

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 9th day of July, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared W. Ramsay Carlson, purchaser at the foreclosure sale in this cause, and made oath in due form of law (~~that he is the purchaser and purchased the same as principal and not as agent for anyone.~~) (that he is the agent for the purchaser, Century S. & L. Assn.,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Century S. & L. Assn.
W. Ramsay Carlson (SEAL)
Purchaser

John M. Kelly
Notary Public

FILED
1964 JUL 16 AM 9:32

REPORT OF SALE

BOOK 155 PAGE 454

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate,
PLAINTIFF
vs.
RICHARD W. PETERS and
KATHERINE V. PETERS, his wife,
DEFENDANTS

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY
(IN EQUITY)
Case # 16,361

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

The Report of Sale of WILLIAM M. LEVY

Trustee appointed by the decree in the above entitled cause, to make sale of

the leasehold property

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

Maryland Gazette

Anne Arundel County

a weekly newspaper published in for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Thursday the 9th day of July 19 64 at 2:00 o'clock P. M. attend on the premises and then and there sold the leasehold property situate in the Fourth Election District of Anne Arundel County, known as 611 Everett Road, which property is more fully described in the Maryland Gazette attached hereto, unto Century Savings and Loan Association of Baltimore City, Inc. at and for the price or sum of Thirteen Thousand One Hundred Dollars ($13,100.00) (cash upon ratification of sale) which was then and there the highest bidder therefore.

Respectively submitted,

William M. Levy

William M. Levy, Trustee

FILED
1964 JUL 16 AM 9:32

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 14th day of July 19 64 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM M. LEVY Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

JOHN H. DITTO, JR. *Notary Public.*

BOOK 155 PAGE 455

Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY

611 Everett Road, Glen Burnie

By virtue of a decree of the Circuit Court for Anne Arundel County (Equity Case No. 16,361) the undersigned, Trustee, will sell at public auction on the premises, on

THURSDAY, JULY 9TH, 1964 AT 2 O'CLOCK P.M. (E.D.T.)

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

BEING known and designated as lot No. 12, Block T, as shown on the Plat of Glen Burnie Park, Section 3 recorded in Plat Book No. 28, folio 18. The improvements thereon being known as No. 611 Everett Road.

Improved by a frame, brick front, ranch type home containing 6 rooms (3 bedrooms) 2 baths, club room and car port. Subject to the payment of the annual ground rent of $120.00 and to the restrictions and utility agreements of record affecting said property.

TERMS OF SALE: Cash. A deposit of $750.00 at the 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 and all other expenses, including District Sanitary charges, if any, and all other assessments and public charges to be adjusted to the day of sale; cost of all documentary revenue stamps and county transfer tax, if any, to be borne by the Purchaser.

WILLIAM M. LEVY,
Trustee
E. T. NEWELL & CO., INC.,
Auctioneers
120-126 W. North Avenue
Baltimore 1, Maryland

Jy-9

ORDER NISI

CENTURY SAVINGS AND LOAN ASSOCIATION
OF BALTIMORE CITY, INC.,
a body corporate

versus

RICHARD W. PETERS and
KATHERINE V. PETERS, his wife

BOOK 155 PAGE 456

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,361 Equity

Ordered, this 16th day of July, 1964, That the sale of the property in these proceedings mentioned made and reported by William M. Levy, Trustee

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

The report states that the amount of sale was $13,100.00

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

William M. Levy, Attorney
(Final Order)

For: Maryland Gazette (July 23rd Edition)

CENTURY SAVINGS AND LOAN ASSOCIATION
OF BALTIMORE CITY, INC., a body corporate

versus

RICHARD W. PETERS and
KATHERINE V. PETERS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th day of August, 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.

FILED
1964 AUG 28 AM 11:36

13

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,361 Equity
CENTURY SAVINGS and LOAN ASSOCIATION OF BALTIMORE CITY, INC.,
a body corporate
versus
RICHARD W. PETERS and KATHERINE V. PETERS,
his wife

Ordered, this 16th day of July, 1964, That the sale of the property in these proceedings mentioned made and reported by William M. Levy, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of August next.

The report states that the amount of sale was $13,100.00

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

A13

1964 AUG 27 PM 2:36
FILED

No. M. G. 9269

OFFICE OF

Maryland Gazette

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

BOOK 155 PAGE 457

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 25, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,361
Richard W. Peters,
611 Everett Rd.)

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 August, 1964. The first insertion being made the 23rd day of July, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tildghman

BOOK 155 PAGE 458

In the Case of

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.

VS.

RICHARD W. PETERS AND KATHERINE V. PETERS, HIS WIFE.

In the

Circuit Court

For

Anne Arundel County

No. 16361 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 SEP 2 PM 1:21 FILED

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 18th day of September, 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: Alice Jankowski, deputy

FILED

1964 SEP 18 PM 4:33

15

Dr. Mortgaged Real Estate of Richard W. Peters and

Katherine V. Peters, his wife

BOOK 155 PAGE 459

In Acct. with William M. Levy , Trustee

				Cr.
By	Amount of Sale as per Trustee's Report of Sale filed		13100 00	
By	Interest, 6% on deferred payment from 7/9/64 to 8/28/64		104 78	
	Adjustment, 1964 taxes from 7/9/64 to 12/31/64		99 60	
	Adjustment, 1964 water from 7/9/64 to 12/31/64		23 31	
				13327 69
To	Trustee in lieu of fee and commission, viz	400 00		
			400 00	
To	Trustee for court costs, viz			
	Plaintiff's Solicitor appearance fee	10 00		
	Clerk, court costs	28 00		
	Auditor, this account	25 00		
			63 00	
To	Trustee for expenses, viz			
	Capital-Gazette Press Inc.			
	Advertising & Nisi - Sale	81 52		
	Sunpapers, advertising - Sale	15 20		
	Fidelity & Deposit Co. of Maryland - bond	52 00		
	E. T. Newell & Co. Inc. auctioneer's fee	100 00		
	State and County taxes, 1964	209 68		
	Adjustment, ground rent from 3/28/64 to 8/27/64	49 67		
	Notary fees	1 00		
			509 07	
To	Century Savings & Loan Association, Mortgagee, on account of Mortgage claim	12355 62		
			12355 62	
				13327 69

Balance due on Mortgagee as per claim		
filed	13028	43
Interest, 5¼%, on principa; balance,		
$12,707.88 from 5/15/64 to 9/16/64	256	25
	13284	68
Credit amount allowed above	12355	62
This amount subject to decree in personam	929	06

BOOK 155 PAGE 461

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF JAMES D. GRAY	*	FOR
AND BETTY L. GRAY, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. 16,179 EQUITY

****
ORDER TO DOCKET SUIT
****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr., Attorney
named in the Mortgage
16 Crain Highway, S.W.
Glen Burnie, Maryland
SO 6-0770

1954 33 25 PM 12 07

BOOK 155 PAGE 462

BOOK 1681 PAGE 529 Equity No. 16,179

LEASEHOLD

This Mortgage, Made this 9th day of August, 1963

by and between James D. Gray and Betty L. Gray, his wife

1238

hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C as herein indicated, and being the holder of -96- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 9,600.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and assign unto the said MORTGAGEE, its successors and assigns, all that lot of ground, situate, lying and being in Glenwood, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lot No. 11, Block N on the Plat entitled Blocks N and J and part of Blocks H and O, Glenwood, which plat is dated May, 1954 and filed among the Plat Records of Anne Arundel County in July 19, 1954 in Plat Book No. 25, folio 24. The improvements thereon being known as No. 100 Bliss Lane.

BEING ALSO the same property which the said Mortgagors acquired by Deed of Assignment from John D. Wonnell and Mary Frances Wonnell, his wife dated July 5, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP 1673, folio 341.

FILED

1964 FEB 25 PM 12:07

2

AND WHEREAS it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

AND WHEREAS this Mortgage shall also secure future advances as provided by Article 66, Section 2 of the Annotated Code of Maryland or any amendments thereto; subject, however, to the discretion of the Board of Directors.

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

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, ~~in fee simple~~ 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 $114.00 per year, payable in equal semi-annual installments on the 23rd day of June and December.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

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

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 21.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 48.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, it shall be also deemed a default under this mortgage if the Mortgagor shall sell, cease to own, transfer, or dispose of the within described property without written consent of the Mortgagee; and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, ground rent insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Annotated Code of Maryland; and according to the rules of the Court of appeals affecting foreclosure of mortgages.

AND the said MORTGAGORS for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, including a fee of twenty-five dollars and a commission on the total amount of mortgage indebtedness, principal, interest and fines equal to one-half the percentage allowed as commissions to Trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, fees and commission the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby covenant to pay; and the said MORTGAGEE, its successors or assigns, or its Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, fees, and commissions, but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses, fees and commissions.; and according to Rules of Court of Appeals.

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 9,600.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Kathryn M. Coxbay
Kathryn M. Coxbay

James D. Gray ..... (SEAL)

James D. Gray ..... (SEAL)

Betty L. Gray ..... (SEAL)

Betty L. Gray, his wife

..... (SEAL)

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BOOK 155 PAGE 465

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT: BOOK 1681 PAGE 532

I HEREBY CERTIFY, That on this 9th day of August, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared James D. Gray and Betty L. Gray, his wife and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh the President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

11.00 Kathryn M. Conboy
Kathryn M. Conboy Notary Public.

Rec'd for record Aug. 13 1963 at 8:54 A.M.
Mailed to John Demyan, Jr.

15 C

LEASEHOLD
Mortgage
FROM
JAMES D. GRAY and
BETTY L. GRAY, his wife
TO THE
GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 4-711

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
AUG 13 AM 8:54
1963
RECORDED IN LIBER LNP NO. 1681 FOLIO 532
LOUIS M. PHIPPS, CLERK

LAW OFFICE
JOHN DEMYAN, JR.
16 CRAIN HIGHWAY S.W.
GLEN BURNIE, MARYLAND

11.00

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

WITNESS the signature of the President of the said body corporate, and the corporate seal thereof, attested by its secretary, this day of , 19

ATTEST: THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, A BODY CORPORATE,

Secretary. By President.

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF JAMES D. GRAY	*	FOR
AND BETTY L. GRAY, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	NO. 16,179 EQUITY

****
STATEMENT OF CLAIM
****

Advanced to Mortgage Loan		$ 9,600.00
Interest from the 30th day of September, 1963 to the 31st day of March, 1964.	288.00	
Late fines from the 31st day of October, 1963 to the 31st day of March, 1964.	96.00	384.00
		9,984.00
Dues paid to date		75.00
Total amount due under Mortgage		$ 9,909.00

GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate,

by Fred W. Kuethe
Fred W. Kuethe, Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 24th day of February 1964; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred W. Kuethe, Secretary of The Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Joan M. McGowan
JOAN M. McGOWAN
Notary Public

NOTARY PUBLIC ANNE ARUNDEL COUNTY

FILED
1964 FEB 25 PM 12:07

6

BOOK 155 PAGE 467

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JAMES D. GRAY AND BETTY L. GRAY, HIS WIFE	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 16,179 EQUITY

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared John Demyan, Jr.

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

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

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

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

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

John Demyan, Jr.
Affiant

Subscribed and sworn to before me this 24th day of February 1964.

John H. McGowan
Notary Public

JOHN H. McGOWAN NOTARY PUBLIC

7

FILED

1964 FEB 25 PM 12:03

BOOK 155 PAGE 468

ROYAL INDEMNITY COMPANY

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

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

LIBER 12 PAGE 354

No. 16,179 Equity

Bond No. 429558

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., as Principal, and THE ROYAL INDEMNITY COMPANY, a Corporation duly established under the laws of the State of New York, and licensed to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Eleven Thousand Dollars, ($11,000.00), current money, to be paid to the State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, or each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 13th day of March, 1964.

WHEREAS, under and by virtue of the power and authority vested in the said John Demyan, Jr., as Attorney named in Mortgage for the purpose of foreclosure of a certain Mortgage recorded among the Mortgage Records of Anne Arundel County, Maryland from James D. Gray and Betty L. Gray, His Wife, to the Glen Burnie Savings and Loan Association, (the Mortgagors being in default), is about to sell the real estate mentioned and described in said Mortgage under proceedings now instituted in the Circuit Court for Anne Arundel County, Maryland in Equity, Case # 16,179.

NOW THEREFORE, the condition of the above obligation is such, that if the above bonded John Demyan, Jr., does and shall well and faithfully perform the trust reposed in him as Attorney to foreclose the Mortgage aforesaid, or that may be reposed in him by any future order or decree in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Lyle N. Brandenburg

John D. Demyan, Jr. (SEAL)
JOHN DEMYAN, JR.

ROYAL INDEMNITY COMPANY

BY: J. William Fiedler
ATTORNEY-IN-FACT

The above bond is this 16th day of March at 9:46 o'clock A.M. approved.

Laura N. Phipps Clerk

8

FILED

JOHN DEMYAN
Attorney At Law
16 Crain Highway, S.W.
Glen Burnie, Maryland

Mortgage Sale

OF VALUABLE LEASEHOLD PROPERTY

Lot No. 11, Block N on the Plat entitled Blocks N and J and part of Blocks H and O, Gelnwood, which plat is dated May, 1954 and filed among the Plat Records of Anne Arundel County in July 19, 1954 in Plat Book No. 25, folio 24. The improvements thereon being known as No. 100 Bliss Lane.

Property located at Glenwood, Third Election District of Anne Arundel County, Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from James D. Gray and Betty L. Gray, his wife, dated August 9, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1681, folio 529 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on:

MONDAY, MARCH 16, 1964 AT 11 O'CLOCK A.M.

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

BEING KNOWN and designated as Lot No. 11, Block N on the Plat entitled Blocks N and J and part of Blocks H and O, Glenwood, which plat is dated May, 1954 and filed among the Plat Records of Anne Arundel County in July 19, 1954 in Plat Book No. 25, folio 24. The improvements thereon being known as No. 100 Bliss Lane.

BEING ALSO the same property which the said Mortgagors acquired by Deed of Assignment from John D. Wonnell and Mary Frances Wonnell, his wife, dated July 5, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P 1673, folio 341.

SUBJECT TO a $114.00 ground rent.

IMPROVEMENTS: Frame bungalow.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 percent from the date of sale to the date of settlement. Taxes, ground rent, and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, JR.
Attorney named in Mortgage

ROBERT H. CAMPBELL
Auctioneer

1964 MAR 16 AM 9:55
Filed

9

OFFICE OF 16179

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 469

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 14, 1964

We hereby certify, that the annexed Mortgage Sale James D. Gray

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 16th day of March, 1964. The first insertion being made the 27th day of February, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

AGREEMENT AND AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

I HEREBY CERTIFY, that on this 16th day of March, 1964; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred.W.Kuethe, Agent for Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate who first being duly sworn, made oath in due form of law as follows:

1. That he has purchased the property described on reverse side hereof, at and for the sum of $ 7,000.00 ; a deposit of $ 750.00 made at the time and place of sale; and agree to comply with the terms of sale as set forth in the advertisement of sale and hand bill; said sale was fairly made.

2. That he is an agent acting for GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, his principal.

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

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

WITNESS my hand and Notarial Seal.

WITNESS:

Robert H. Campbell, Auctioneer

JOAN M. McGOWAN Notary Public

GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate

By Fred.W.Kuethe Purchaser
Fred.W.Kuethe
Agent

Purchaser

ACCEPTED:

John Demyan, Jr., Attorney named in the Mortgage.

FILED

1964 MAR 19 AM 10:54

10

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF JAMES D. GRAY	*	FOR
AND BETTY L. GRAY, HIS WIFE.	*	ANNE ARUNDEL COUNTY
	*	NO. 16,179 EQUITY

****
REPORT OF SALE
****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of John Demyan, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from James D. Gray and Betty L. Gray, his wife, to The Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate, dated August 9th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1681, folio 520; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property described in said Mortgage at public auction, on the premises, Glenwood, Maryland, Monday, March 16, 1964, at 11 o'clock A.M., and then and there sold the said property to THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, at and for the sum of SEVEN THOUSAND ($7,000.00) Dollars, being at that figure the highest bidder therefor, said property being the following:

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

BEING KNOWN and designated as Lot No. 11, Block N on

the Plat entitled Blocks N and J and part of Blocks H and O, Glenwood, which plat is dated May, 1954 and filed among the Plat Records of Anne Arundel County in July 19, 1954 in Plat Book No. 25, folio 24. The improvements thereon being known as No. 100 Bliss Lane. Subject to an annual Ground Rent of $114.00.

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

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes, ground rent and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

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

Respectfully submitted

John Demyan, Jr., Attorney named in the Mortgage.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 16th day of March 1964; before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief and that said sale was fairly made to the highest bidder therefore.

WITNESS my hand and Notarial Seal.

JOAN M. McGOWAN Notary Public

12

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF JAMES D. GRAY
AND BETTY L. GRAY, HIS WIFE
~~XXXXXX~~

BOOK 155 PAGE 473

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,179 Equity

Ordered, this 19th day of March, 1964, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr. Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $7,000.00.

Louis M. Phipps
Clerk.

True Copy,
John Demyan, Jr., Atty.

TEST: Clerk.

For the Maryland Gazette (Mar. 26th Edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF JAMES D. GRAY
AND BETTY L. GRAY, HIS WIFE.
~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of April, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Attorney~~ allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse
JUDGE.

FILED
1964 APR 29 PM 1:33

13

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,179 Equity

In the Matter of the Mortgaged Real Estate of JAMES D. GRAY and BETTY L. GRAY, his wife

Ordered, this 19th day of March, 1964, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $7,000.00.

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 155 PAGE 474

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 18, 1964

We hereby certify, that the annexed Order Nisi Sale Eq. 16,179 James D. Gray

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.

14 No. M. G. 6391

APR 20 PM 4:15

By H. Tilghman

BOOK 155 PAGE 475

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
JAMES D. GRAY and BETTY L. GRAY, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,179 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 12 AM 11:14

All of which is respectfully submitted.

May 12, 1964

John H. Hopkins, IV, 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.

James H. Phipps
Clerk
Per: R E Waycen, deputy

FILED
1964 MAY 28 AM 10:41

15

BOOK 155 PAGE 476

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JAMES D. GRAY and BETTY L. GRAY, his wife,

In Acct. with JOHN DEMYAN, JR., Attorney named in Mortgage

					Cr.	
1964, March 16,						
Proceeds of Sale	7,000	00				
Interest on deferred payment of $6,250.00 from						
3/16/64 to 5/1/64	53	67	7,053	67		
					7,053	67
To Attorney for fee, viz:	50	00				
To Attorney for commissions, viz:	241	61	291	61		
To Attorney for Court Costs, viz:						
Plaintiffs Solicitors appearance fee	10	00				
Clerk of Court - Court costs	28	00				
Auditor - stating this account	22	50	60	50		
To Attorney for expenses, viz:						
Capital Gazette Press - advertising sale	66	93				
Capital Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	18	03				
Robert H. Campbell - auctioneers fee	45	00				
Royal Indemnity Co. - bond premium	44	00				
1964 County & State taxes, adjusted						
1/1/64 to 3/16/64 (192.29)	39	47				
1964 A. A. County Water & Sewer Assessment						
adjusted 1/1/64 to 3/16/64 - (36.54)	7	76				
Past due metered water rent	44	10				
Ground Rent 6/23/63 to 3/16/64 (114.00)	35	86				
One-half cost documentary stamps	11	55				
Joan M. McGowan - notary fees	2	00	329	70		
To Glen Burnie Savings & Loan Association						
this balance on account of claim filed	6,371	86	6,371	86		
					7,053	67

Amount of Mortgage claim filed	9,909	00
Interest on principal balance of $9,909.00		
From 3/31/64 to 5/28/64 - 58 days @ 6%	94	53
	10,003	53
Cr. - amount allowed above	6,371	86
Balance subject to Decree in Personam	3,631	67

BOOK 155 PAGE 478

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF WAYNE J. PARKS	*	FOR
AND CORRINE A. PARKS, HIS WIFE.	*	ANNE ARUNDEL COUNTY
	*	NO. 16,419 EQUITY

****
ORDER TO DOCKET SUIT
****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr., Attorney
named in the Mortgage
16 Crain Highway, S.W.
Glen Burnie, Maryland
SO 6-0770

FILED
1964 JUN 18 AM 9:48

BOOK 155 PAGE 479

LIBER 1132 PAGE 17 No. 16,419 Equity

This Mortgage,

Made this 18th day of June , 19 57

by and between Wayne J. Parks and Corrine A. Parks, his wife ----------

hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C as herein indicated, and being the holder of -8- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $800.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all those lot s of ground, situate, lying and being in Arundel Terrace, Fourth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots Nos. 7, 8, and 9 of Block 3, as laid out on the Plat of Arundel Terrace, said Plat being recorded among the Land Records of Anne Arundel County in Plat Cabinet 2, Rod B-1, Plat No. 10; now Plat Book 11, folio 30.

BEING ALSO the same property which the said Mortgagors acquired from John F. Crigger and Lena B. Crigger, his wife; by Deed dated February 21, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1004, folio 147.

CANCELLED

FILED

1964 JUN 18 AM 9:48

2

AND WHEREAS this Mortgage shall also secure future advances as provided by Article 66, Section 2 of the Annotated Code of Maryland or any amendments thereto; subject, however, to the discretion of the Board of Directors.

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

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 4.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 4.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, it shall be also deemed a default under this mortgage if the Mortgagee shall sell, cease to own, transfer, or dispose of the within described property without written consent of the Mortgagee; and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Annotated Code of Maryland.

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

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 800.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Amelia H. Tubman
AMELIA H. TUBMAN

Wayne J. Parks (SEAL)
Wayne J. Parks

(SEAL)

Corrine A. Parks (SEAL)
Corrine A. Parks

(SEAL)

4

LIBER 1132 PAGE 20 BOOK 155 PAGE 482

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 18th day of June, 19 57, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared Wayne J. Parks and Corrine A. Parks, his wife ----------

and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh ---------- the ------ President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Amelia H. Tuhman
AMELIA H. TUHMAN Notary Public.

Rec'd for record July 3 1957 at 9:49 AM.
Mailed to John Demyan Jr.

Mortgage

FROM

WAYNE J. PARKS and
CORRINE A. PARKS, his wife

TO THE

GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3359

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1957 JUL -3 AM 9:49
& RECORDED IN LIBER GTC
NO. 1132 FOLIO 17
GEO. I. CROMWELL, CLERK

LAW OFFICE
JOHN DEMYAN, JR.
16 CRAIN HIGHWAY S.W.
GLEN BURNIE, MARYLAND

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

WITNESS the signature of the President of the said body corporate, and the corporate seal thereof, attested by its secretary, this day of , 19 .

ATTEST:

THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION
OF ANNE ARUNDEL COUNTY, A BODY CORPORATE,

..... By .....
Secretary. President.

IN THE MATTER OF THE MORTGAGE	*	IN THE CIRCUIT COURT
REAL ESTATE OF WAYNE J. PARKS	*	FOR
AND CORRINE A. PARKS, HIS WIFE.	*	ANNE ARUNDEL COUNTY
	*	NO. 16,419 EQUITY

****
STATEMENT OF CLAIM
****

Advanced to Mortgage Loan		$ 800.00
Interest from the 29th day of February, 1964 to the 31st day of July, 1964.	$ 12.50	
Late Fines from the 31st day of March, 1964 to the 31st day of July, 1964.	4.00	16.50
		816.50
Dues paid to date		301.24
Total Amount due under Mortgage		$ 515.26

GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate,

by Fred W. Kuethe
Fred W. Kuethe, Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 17th day of June 1964; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred W. Kuethe, Secretary of The Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Joan M. McGowan
JOAN M. McGOWAN
Notary Public

FILED
1964 JUN 18 AM 9:48

6

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
WAYNE J. PARKS AND CORRINE	:	ANNE ARUNDEL COUNTY
A. PARKS, his wife.	:	NO. 16,419 EQUITY
	:	

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

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

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

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

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

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

AFFIANT

Subscribed and sworn to before me this 17th day of June 1964.

JOAN M. McGOWAN, Notary Public

FILED

1964 JUN 18 AM 9:48

ROYAL INDEMNITY COMPANY

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

BOOK 155 PAGE 485
BOOK 12 PAGE 439

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

No. 16,419 Equity

Bond No. 429565

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., as Principal, and the ROYAL INDEMNITY COMPANY, a Corporation duly established under the laws of the State of New York, and licensed to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand Dollars, ($4,000.00), current money, to be paid to the State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, or each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 6th day of July, 1964.

WHEREAS, under and by virtue of the power and authority vested in the said John Demyan, Jr., as Attorney named in the Mortgage for the purpose of foreclosure of a certain Mortgage recorded among the Mortgage Records of Anne Arundel County, Maryland from Wayne J. Parks and Corrine A. Parks, His Wife, to Glen Burnie Savings & Loan Association, (the mortgagors being in default), is about to sell the real estate mentioned and described in said mortgage under proceedings now instituted in the Circuit Court for Anne Arundel County, Maryland in Equity, Case #16,419.

NOW THEREFORE, the condition of the above obligation is such, that if the above bonded John Demyan, Jr., does and shall well and faithfully perform the trust reposed in him as Attorney to foreclose the Mortgage aforesaid, or that may be reposed in him by any future order or decree in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:

Louis M Strauss

JOHN DEMYAN, JR. (SEAL)

THE ROYAL INDEMNITY COMPANY

BY: William Kuether
ATTORNEY-IN-FACT

The above bond is this 6th day
of July 1964 at 10 o'clock A.M.
approved.

Clerk

FILED
1964 JUL -6 AM 10:00

JOHN DEMYAN R.
Attorney at L...
16 Crain Highway, S.W.
Glen Burnie, Maryland

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

Lots Nos. 7, 8 and 9 of Block 3, as laid out on the Plat of Arundel Terrace, said Plat being recorded among the Land Records of Anne Arundel County in Plat Cabinet 2, Rod B-1, Plat No. 10; now Plat Book 11, folio 30.

Property located at Arundel Terrace, Fourth Election District of Anne Arundel County, Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Wayne J. Parks and Corrine A. Parks, his wife, dated June 18, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1132, folio 17 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on,

MON., JULY 6, 1964
AT 2 O'CLOCK P.M.

All those lots of ground, situate, lying and being in Arundel Terrace, Fourth Election District of Anne Arundel County, State of Maryland and described as follows:

BEING KNOWN and designated as Lots Nos. 7, 8, and 9 of Block 3, as laid out on the Plat of Arundel Terrace, said Plat being recorded among the Land Records of Anne Arundel County in Plat Cabinet 2, Rod B-1, Plat No. 10; now Plat Book 11, folio 30.

9 No.

BEING ALSO the same property which the said Mortgagors acquired from John F. Crigger and Lena B. Crigger, his wife, by Deed dated February 21, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1004, folio 147.

AND, SUBJECT, HOWEVER, to the operation and effect of a prior mortgage from Wayne J. Parks and Corrine A. Parks, his wife, to The Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate, dated February 21, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1004, folio 149; the balance of said Mortgage to be announced at the time of sale.

IMPROVEMENTS: Frame Dwelling.

OFFIC OF

Maryland Gazette

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

BOOK 155 PAGE 486

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 1964

We hereby certify, that the annexed Mortgage Sale

Wayne J. Parks

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 July, 1964. The first insertion being made the 18th day of June, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 JUL -6 PM 2:53
By H. Tilghman

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges if any, and all other assessments to be adjusted to date of sale.

John Demyan, Jr.
Attorney named in the Mortgage

ROBERT H. CAMPBELL
Auctioneer

Jy-2

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF WAYNE J. PARKS	*	FOR
AND CORRINE A. PARKS, HIS WIFE.	*	ANNE ARUNDEL COUNTY
	*	NO. 16,419 EQUITY

****
REPORT OF SALE
****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of John Demyan, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Wayne J. Parks and Corrine A. Parks, his wife, to The Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate, dated June 18, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1132, folio 17; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland; and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property described in said Mortgage at public auction, on the premises, Arundel Terrace, Fourth Election District of Anne Arundel County, Maryland, Monday, July 6, 1964, at 2:00 o'clock P.M., and then and there sold the said property to William McKinley Parks and Frances V.Parks, his wife ---------- at and for the sum of Fifteen Hundred ---------- ($ 1,500.00) Dollars, being at that figure the highest bidder therefor; SUBJECT HOWEVER, to the operation and effect of a prior mortgage from Wayne J. Parks and Corrine A. Parks, his wife,

FILED
1964 JUL -8 AM 10: 03

10

to The Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate, dated February 21, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1004 folio 149, the balance of said prior mortgage being ($1,030.52) Ten Hundred and Thirty and 52/100----------Dollars---- said property being the following:

All those lots of ground, situate, lying and being in Arundel Terrace, Fourth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING KNOWN and designated as Lots Nos. 7, 8 and 9 of Block 3, as laid out on the Plat of Arundel Terrace, said Plat being recorded among the Land Records of Anne Arundel County in Plat Cabinet 2, Rod B-1, Plat No. 10; now Plat Book 11, folio 30.

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

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

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

Respectfully submitted

John Demyan, Jr., Attorney
named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 6th day of July 1964; before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief and that said sale was fairly made to the highest bidder therefor.

AS WITNESS, my hand and Notarial Seal.

Joan M. McGowan

Notary Public

12

ORDER NISI

BOOK 155 PAGE 491

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF WAYNE J. PARKS
AND CORRINE A. PARKS, HIS WIFE
~~VERSUS~~

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 16,419 Equity

Ordered, this 8th day of July, 19 64, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of August next.

The report states that the amount of sale was $ 1,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

John Demyan, Jr., Atty.
(Final Order)

For the Maryland Gazette (July 16th Edition)

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
WAYNE J. PARKS AND CORRINE A. PARKS, HIS WIFE
~~VERSUS~~

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of August, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Attorney~~ allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O'Brien Duckett
JUDGE.

FILED
1964 AUG 18 AM 10: 36

13

16,419 EQUITY

BOOK 155 PAGE 492

16419 EQUITY

ROBERT H. CAMPBELL - - - - Auctioneer

John Demyan, Jr.
Attorney At Law
16 Crain Highway, S.W.
Glen Burnie, Maryland

MORTGAGE SALE

OF VALUABLE

Fee Simple Property

Lots Nos. 7, 8 and 9 of Block 3, as laid out on the Plat of Arundel Terrace, said Plat being recorded among the Land Records of Anne Arundel County in Plat Cabinet 2, Rod B-1, Plat No. 10; now Plat Book 11, folio 30.

Property located at Arundel Terrace, Fourth Election District of Anne Arundel County, Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Wayne J. Parks and Corrine A. Parks, his wife, dated June 18, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1132, folio 17 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, on the premises, on

Monday, July 6, 1964

AT 2:00 O'CLOCK P.M.

All those lots of ground, situate, lying and being in Arundel Terrace, Fourth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING KNOWN and designated as Lots Nos. 7, 8 and 9 of Block 3, as laid out on the Plat of Arundel Terrace, said Plat beng recorded among the Land Records of Anne Arundel County in Plat Cabinet 2, Rod B-1, Plat No. 10; now Plat Book 11, folio 30.

BEING ALSO the same property which the said Mortgagors acquired from John F. Crigger and Lena B. Crigger, his wife, by Deed dated February 21, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1004, folio 147.

AND, SUBJECT, HOWEVER, to the operation and effect of a prior mortgage from Wayne J. Parks and Corrine A. Parks, his wife, to The Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate, dated February 21, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1004, folio 149; the balance of said Mortgage to be announced at the time of sale.

IMPROVEMENTS: Frame Dwelling.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

John Demyan, Jr.
Attorney Named in the Mortgage

FILED

1964 JUL -9 PM 2:19

#1

AGREEMENT AND AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss: BOOK 155 PAGE 493

I HEREBY CERTIFY, that on this 6th day of July, 1964; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared William McKinley Parks and Frances V.Parks, his wife ---------- who first being duly sworn, made oath in due form of law as follows:

1. That he has purchased the property described on reverse side hereof, at and for the sum of $1500.00 ——; a deposit of $ 500.00 ---------- made at the time and place of sale; and agree to comply with the terms of sale as set forth in the advertisement of sale and hand bill; said sale was fairly made. That they agree to assume prior mortgage of $1030.52,due Glen Burnie Savings & Loan Association, holder thereof.

2. That he is an agent acting for William McKinley Parks & Frances V.Parks, his wife ---------, his principal.

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

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

WITNESS my hand and Notarial Seal.

WITNESS:

Robert H. Campbell, Auctioneer

F. William Kuethe, Jr.
Notary Public

William M. Parks
William M. Parks Purchaser

Frances V. Parks
Frances V. Parks Purchaser

ACCEPTED:

John Demyan, Jr., Attorney
named in the Mortgage

FILED

1964 JUL -9 PM 2:19

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,419 EQUITY

In The Matter of the Mortgaged Real Estate of WAYNE J. PARKS and CORRINE A. PARKS, his wife

Ordered, this 8th day of July, 1964. That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of August next.

The report states that the amount of sale was $1,500.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-6

16

No. M. G. 2-2-15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 494

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 7, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,419

Wayne J. Parks

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 August, 1964. The first insertion being made the 16th day of July, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1964 AUG -7 PM 2:16

By H. Leighman

BOOK 155 PAGE 495

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WAYNE J. PARKS and CORRINE A. PARKS, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,419 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

August 28, 1964

John H. Hopkins, IV, Auditor.

FILED 1964 AUG 28 PM 3:12

FINAL ORDER

ORDERED BY THE COURT, this 15th day of September, 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 SEP 15 PM 2:32

18

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WAYNE J. PARKS and CORRINE A PARKS, his wife,

In Acct. with JOHN DEMYAN, Jr., Attorney named in Mortgage

					Cr.	
1964, July 6						
Proceeds of sale	1,500	00				
Interest on deferred payment of $1,000.00 from 7/6/64 to 8/21/64	11	75	1,511	75		
					1,511	75
To Attorney for fee, viz:	50	00				
To Attorney for commissions, viz:	76	91	126	91		
To Attorney for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	28	00				
Auditor - stating this account	25	00	63	00		
To Attorney for expenses, viz:						
Capital Gazette Press - advertising sale	73	50				
Capital Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	18	03				
Robert H. Campbell - auctioneer's fee	45	00				
Royal Indemnity Co. - bond premium	16	00				
One-half cost documentary stamps	2	47				
1963 County & State taxes	75	70				
1964 County & State taxes, adj. (80.34) 1/1/64 to 7/6/64	51	12				
Joan M. McGowan - notary fees	1	50	298	32		
To The Glen Burnie Savings and Loans Assn.						
Mortgage claim as filed in full	515	26				
Interest on principal balance of $515.26 from 8/1/64 to 9/14/64 - 44 days @ 6%	3	74	519	00		
To Wayne J. Parks & Corrine A. Parks, this balance	504	52	504	52		
					1,511	75

BOOK 155 PAGE 497

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

vs.

PAUL A. BRANDT and EVELYN M. BRANDT, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 16,390 Equity

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents

That on the 13th day of September A.D. 1963 the defendants executed and delivered to Fraternity Federal Savings and Loan Association a mortgage upon certain leasehold property in the County of Anne Arundel, therein described, to secure the payment of the mortgage debt of $17,000.00 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 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 duly,&c.

Winson G. Gott, Jr. Lee Bldg. Annapolis

WILLIAM C. ROGERS, Atty. for Plaintiff
113 E. Baltimore Street
Baltimore, Md. 21202
Sa. 7-4456

FILED
1964 JUN -1 AM 10:59

DO NOT INDEX IN CHATTEL "Petitioner's Exhibit No. 1" No. 16,390 Eq.

City and County Form.

BOOK 155 PAGE 498
BOOK 1692 PAGE 255

63209

This Mortgage, Made this 13th day of September, in the year one thousand, nine hundred and sixty-three, between PAUL A. BRANDT and EVELYN M. BRANDT, his wife,

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

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of SEVENTEEN THOUSAND ($17,000.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

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

12648

By the payment of ONE HUNDRED SEVENTY - - - - - - - - - - ($170.00) Dollars, commencing on the first day of October, 1963, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

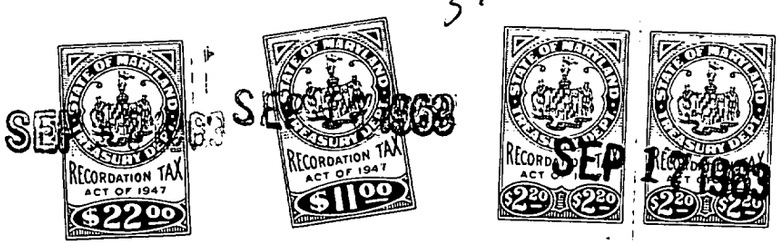
The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

BEING known and designated as Lots Nos. 31, 30, 32, 33 and 34 Circle Road as shown and designated on the Plat No. 6 of the Long Point Corporation, recorded among the original Plat Records of Anne Arundel County in Plat Record Book WMB No. 1 folio 40 and also Cabinet 1, Rod C Plat 10 of the Plat Records of said County, and now in Plat Book No. 1 folio 40. Situate on the West side of Circle Road.

BEING the same lots of ground which by Deed of Assignment dated October 29, 1958 was granted and conveyed by ROWILL TITLE HOLDING CORPORATION to PAUL A. BRANDT and EVELYN M. BRANDT, his wife, and recorded among the Land Records of Anne Arundel County in Liber GTC 1248 folio 566.

3740



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P. C.—40305

BOOK 155 PAGE 499

BOOK 1692 PAGE 256

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

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rental of $.120.00------; payable in equal semi-annual installments on the.....29-----days of...April----------and.....October-------in each and every year.

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

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) that together with, and in addition to, monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance public charges or assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the covenants or conditions hereof for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment; (11) that it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums on the first day of each month, as part of the regular monthly payment, by payment of a sum equal to one-twelfth (1/12) of such annual mortgage guaranty insurance premium in accordance with the provisions of (1) of the aforegoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor hereby agrees to repay the Mortgagee for such amount so advanced by the Mortgagee for such single premium.

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

AND the said Mortgagor~~s~~, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, The Maryland Rules of Procedure, 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 Mortgagor~~s~~ do hereby (2) also authorize the said Mortgagee, its successors or assigns or **William C. Rogers** or **William C. Rogers, Jr.**, 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 published in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of FOUR HUNDRED ($400.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor~~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 cost shall be paid by the Mortgagor~~s~~ or ~~their~~ assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The convenants 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.

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

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

WITNESS:

JOHN C. RYAN

Paul A. Brandt (SEAL)
PAUL A. BRANDT

Evelyn M. Brandt (SEAL)
EVELYN M. BRANDT

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BOOK 155 PAGE 501

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: BOOK 1692 PAGE 258

I HEREBY CERTIFY that on this 13th day of September, 1963, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared PAUL A. BRANDT and EVELYN M. BRANDT, his wife,

the Mortgagors, named in the aforegoing mortgage, known to me, (or satisfactorily proven) to be the persons whose names is/are subscribed to the within mortgage, and who acknowledged that they--- executed the same for the purposes therein contained. At the same time also appeared E. TAYLOR BODEN,

Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal

John C. Ryan
Notary Public.

JOHN C. RYAN

My commission expires May 3---------, 1965.

Rec'd for record Sept 17 1963 at 8:57 A.M.

Mailed to The Security Title Guarantee and Trust Co.

DO NOT INDEX IN CHATTELS

37.40

MORTGAGE

FROM

PAUL A. BRANDT and

EVELYN M. BRANDT, his wife.

TO

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 19

at o'clock M. Same day recorded in

Liber No. Folio etc.,

one of the Records of and examined per

Clerk.

Cost of Record, $

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

3740

FILE NO. 38234

WRITTEN BY

FORM APPROVED

READY FOR RECORD

FRATERNITY FEDERAL SAVINGS AND	*	IN THE
LOAN ASSOCIATION, a body corporate		CIRCUIT COURT
vs.		FOR
	*	
PAUL A. BRANDT, and		ANNE ARUNDEL COUNTY
EVELYN M. BRANDT, his wife		No 16,390 Equity
* *	*	*

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Paul A. Brandt, and Evelyn M. Brandt, his wife to Fraternity Federal Savings and Loan Association dated September 13, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1692, Folio 255.

May 27, 1964

Paul A. Brandt, and wife
Lots 30 to 34 inc. Circle Road
Long Point on Magothy
Pasadena, Maryland

Original amount of loan	$17,000.00
Interest through June	799.01
Late Charges (2)	16.32
Fire Insurance	59.33
Taxes	246.27
Ground Rent	120.00
	$18,240.93
Less amount of payments	-1,539.71
Balance due on loan	$16,701.22

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 27th day of May 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 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 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

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1964 JUN -1 AM 10:59

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

vs.

PAUL A. BRANDT and EVELYN M. BRANDT, his wife

* * * *

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No 16,340 Equity

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

It, is, Thereupon, This 1st day of June, in the year nineteen hundred and ~~sixty-four~~ , by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that William C. Rogers be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of SEVENTEEN THOUSAND DOLLARS, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily or weekly newspaper or newspapers published in the County of Anne Arundel, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $700.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest

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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 thissuit, 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

BOOK 155 PAGE 505

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
PAUL A. BRANDT, and EVELYN M. BRANDT, his wife	*	No. 16,390 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 William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief.

(1) Said defendants are not in the military service of the United States,

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

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

(4) Said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

William G. Riggs
AFFIANT

WILLIAM G. RIGGS, Secretary
FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION.

Subscribed and sworn to before me this 2nd day of June 1964

Herbert C. Moore
Notary Public
HERBERT C. MOORE

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1964 JUL 10 AM 10:07

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Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

BOOK 12 PAGE 449

77 97 368 No. 16,390 Equity

BOOK 155 PAGE 506

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers, 113 E. Baltimore Street, Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seventeen Thousand and 00/100----------($17,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, 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 8th day of July in the year of our Lord one thousand nine hundred and sixty-four

WHEREAS, the above bounden William C. Rogers by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of Fraternity Federal Savings & Loan Assoc. a body corporate

vs:

Paul A. Brandt and Evelyn N. Brandt, 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:

Herbert E. Moore

By: William C. Rogers (SEAL)

(SEAL)

WITNESS:

By Dawn Whitney
Dawn Whitney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Clinton A. Killam, Jr. *Attorney-in-Fact*

As to Surety

Bond approved this 10th day of July, 1964

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1964 JUL 10 AM 10:07

Louis N. Phipps, Clerk

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

10

BOOK 155 PAGE 507

ROBERT H. CAMPBELL - - - - Auctioneer

Winson G. Gott. Jr.
Lee Building
Annapolis, Md.

and

William C. Rogers, Attorneys
113 E. Baltimore Street
Baltimore, Md. 21202

TRUSTEE'S SALE

OF

VALUABLE LEASEHOLD PROPERTY

AT LONG POINT ON THE MAGOTHY

In 3rd Election District: By virtue of a decree of the Circuit Court for Anne Arundel County, the undersigned Trustee will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland

Saturday, July 11, 1964

AT 11:00 A.M. D.S.T.

That lot of ground and improvements thereon in the 3rd Election District, described as follows:

BEING known and designated as Lots Nos. 30, 31, 32, 33 and 34 Circle Road as shown and designated on the Plat No. 6 of the Long Point Corporation, recorded among the original Plat Records of Anne Arundel County in Plat Record Book WMB No. 1, folio 40 and also Cabinet 1, Rod C, Plat 10 of the Plat Records of said County, and now in Plat Book No. 1, folio 40. Situate on the west side of Circle Road.

Subject to the legal operation and effect of agreements, covenants, easements and restrictions of record affecting the same if any, and subject to annual ground rent of $120.

IMPROVEMENTS: A one-story brick rancher with three bedrooms, large living room, kitchen, bath and a full basement.

TERMS OF SALE: Cash, a deposit of $700.00 will be required of the purchaser or purchasers at time of sale, balance to be paid in cash upon final ratificaton of the sale by the Circut 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
SA. 7-4456

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1964 JUL 14 PM 12:04

I hereby certify that I have this 11th day of July, 1964, sold the property described on the attached Handbill to Fraternity Federal Savings and Loan Association - - - - - - - - - - - - - - - at and for the sum of Ten Thousand Dollars ($10,000.00) - it being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I hereby certify that Fraternity Federal Savings and Loan Association has on this 11th day of July, 1964, purchased the property described on the attached Handbill from William C. Rogers, Trustee, at and for the sum of Ten Thousand Dollars ($10,000.00) and it hereby agree to comply with the terms of sale as set forth in said Handbill.

Fraternity Federal Savings & Loan Association

By

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1964 JUL 14 PM 2:06

12

RE: Lots 30 to 34 inclusive, Circle Road, Long Point on Magothy

STATE OF MARYLAND, CITY OF BALTIMORE, SCT

I HEREBY CERTIFY, that on this 13th day of July 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, purchaser of said property at the foreclosure sale in this case (for) Fraternity Federal Savings and Loan Association and made oath in due form of law that he is/~~are~~ the purchaser (~~s~~) of said property as ~~agents~~ agent for Fraternity Federal Savings and Loan Association and that they have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the report of sale

PURCHASER
WILLIAM C. ROGERS, Agent

PURCHASER

NOTARY PUBLIC
HERBERT C. MOORE,

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1964 JUL 14 PM 12: 04

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	IN THE CIRCUIT COURT
vs.	*	FOR ANNE ARUNDEL COUNTY
PAUL A BRANDT, and EVELYN M. BRANDT, his wife	*	

* * * * *

REPORT OF SALE

TO THE HONORABLE 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 Lots 30 to 34 inclusive, Circle Road, Long Point on Magothy 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 daily 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, July 11, 1964, at 11:00 o'clock A.M. D.S.T. attend at the Court House Door and then and there sold the said leasehold property mentioned and described in the attached advertisement of sale which is prayed to be taken as part of this report unto Fraternity Federal Savings and Loan Association, a body corporate, at and for the sum of $10,000.00, which price was the highest amount bid for the property.

WILLIAM C. ROGERS, Trustee

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1964 JUL 14 PM 12:04

LEGAL NOTICES

WINSON G. GOTT, JR.
Lee Building
Annapolis, Md.
and
WILLIAM C. ROGERS,
Attorneys
113 E. Baltimore Street
Baltimore, Md. 21202

Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY

AT LONG POINT ON THE MAGOTHY

In 3rd Election District: By virtue of a decree of the Circuit Court for Anne Arundel County, the undersigned Trustee will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland.

SATURDAY, JULY 11, 1964 AT 11:00 A.M. D.S.T.

That lot of ground and improvements thereon the the 3rd Election District described as follows:

BEING known and designated as Lots Nos. 30, 31, 32, 33 and 34 Circle Road as shown and designated on the Plat No. 6 of the Long Point Corporation, recorded among the original Plat Records of Anne Arundel County in Plat Record Book WMB No. 1 folio 40 and also Cabinet 1, Rod C Plat 10 of the Plat Records of said County, and now in Plat Book No. 1 folio 40. Situate on the West side of Circle Road.

Subject to the legal operation and effect of agreements, covenants, easements and restrictions of record affecting the same if any, and subject to annual ground rent of $120.

IMPROVEMENTS: A one story brick rancher with three bedrooms, large living room, kitchen, bath and a full basement.

TERMS OF SALE: Cash, a deposit of $720.00 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
SA. 7-4456

ROBERT H. CAMPBELL
Auctioneer

Jy-10

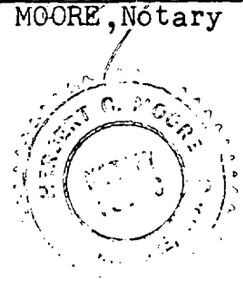
STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY, that on this 13th day of July, 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

HERBERT C. MOORE, Notary Public



ORDER NISI

BOOK 155 PAGE 513

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

PAUL A. BRANDT, and EVELYN M. BRANDT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,390 Equity

Ordered, this 14th day of July, 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 17th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of August next.

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

Laura N. Shipley Clerk.

True Copy,

William C. Rogers, Trustee TEST: Clerk.

(Final Order)

For the Evening Capital (July 16th Edition)

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

PAUL A. BRANDT and EVELYN M. BRANDT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of August, 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 AUG 18 AM 10: 37

16

WINSON G. GO[illegible] JR.
Lee Buildi[illegible]
Annapolis, Md.
and
WILLIAM C. ROGERS,
Attorneys
113 E. Baltimore Street
Baltimore, Md. 21202

Trustee's Sale OF VALUABLE LEASEHOLD PROPERTY

AT LONG POINT ON THE MAGOTHY,

In 3rd Election District: By virtue of a decree of the Circuit Court for Anne Arundel County, the undersigned Trustee will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland.

SATURDAY, JULY 11, 1964 AT 11:00 A.M. D.S.T.

That lot of ground and improvements thereon the the 3rd Election District described as follows:

BEING known and designated as Lots Nos. 30, 31, 32, 33 and 34 Circle Road as shown and designated on the Plat No. 6 of the Long Point Corporation, recorded among the original Plat Records of Anne Arundel County in Plat Record Book WMB No. 1 folio 40 and also Cabinet 1, Rod C Plat 10 of the Plat Records of said County, and now in Plat Book No. 1 folio 40. Situate on the West side of Circle Road.

Subject to the legal operation and effect of agreements, covenants, easements and restrictions, of record affecting the same if any, and subject to annual ground rent of $120.

IMPROVEMENTS: A one story brick rancher with three bedrooms, large living room, kitchen, bath and a full basement.

TERMS OF SALE: Cash, a deposit of $700.00 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
SA. 7-4456

ROBERT H. CAMPBELL
Auctioneer

Jy-10

No. 17

OFF[illegible] OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 514

CERTIFICATE OF PUBLICATION

Annapolis, Md., _____, 19__

We hereby certify, that the annexed _____

_____

_____

_____

_____

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for _____ successive weeks before the _____ day of _____, 19__. The first insertion being made the _____ day of _____, 19__.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 JUL 15 PM 3:22

By _____

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 16,390 Equity

Fraternity Federal Savings and Loan Association, a body corporate

versus

PAUL A. BRANDT, and EVELYN M. BRANDT, his wife

Ordered, this 14th day of July 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 17th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of August next.

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

LOUIS N. PHIPPS, Clerk
True Copy. TEST:

LOUIS N. PHIPPS, Clerk
A-6

OFFICE C

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 515

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 7, 1964

We hereby certify, that the annexed

Order Nisi
Eq. 16,390
Paul A Brandt

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 August, 1964. The first insertion being made the 14th day of July, 1964.

FILED
1964 AUG -7 PM 2:16

THE CAPITAL-GAZETTE PRESS, INC.

By A. Wright

No. E. C. 9211

18

In the Case of

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOC.
A BODY CORPORATE

VS.

PAUL A. BRANDT AND EVELYN M. BRANDT, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16390 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 SEP -8 AM 9:06

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 24th day of September, 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: Alice E. Jankowski, deputy

FILED
1964 SEP 24 AM 9:39

20

Dr. Mortgaged Real Estate of Paul A. Brandt and Evelyn M. Brandt, his wife

BOOK 155 PAGE 517

In Acct. with William C. Rogers, Trustee

				Cr.
By	Amount of Sale, as per Trustee's Report of Sale filed		10000 00	
By	Interest, 6% on deferred payment $9,300.00 from 7/11/64 to 8/18/64		55 04	
By	Adjustment, taxes from 7/11/64 to 12/31/64		115 52	
				10170 56
to	Trustee for fee, viz	400 00		
	Trustee for commission, viz	330 00		
			730 00	
To	Trustee for court costs, viz			
	Plaintiff's Solicitor appearance fee	10 00		
	Clerk, court costs	28 00		
	Auditor, this account	30 00		
			68 00	
To	Trustee for expenses, viz			
	Capital-Gazette Press Inc. Advertising & Nisi - Sale	93 76		
	Speer Publications Inc. - hand bills	17 00		
	Fidelity and Deposit Co. of Maryland - bond	34 00		
	Robert H. Campbell, auctioneer's fee	35 00		
	½ Federal and State Revenue stamps	16 50		
	Adjustment, ground rent	23 96		
			220 22	
To	Fraternity Federal Savings & Loan Assoc. Mortgagee on account of Mortgage claim	9152 34		
			9152 34	
				10170 56
	Balance due on Mortgage as per claim filed	16701 22		
	Interest 6% thereon from 7/1/64 to 9/24/64	233 80		

	16 935	02			
Credit amount allowed above	9152	34			
This amount subject to decree in personam	7782	68			

BOOK 155 PAGE 519

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
CHARLES J. ALLEN AND CATHERINE V. ALLEN, HIS WIFE	:	(In Equity)

No. 16,421 Equity

Mr. Clerk:

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

1. Original Mortgage from Charles J. Allen and Catherine V. Allen, his wife, dated August 21st, 1962 and recorded among the Land Records of Anne Arundel County in Liber E.G.O. No. 1590 folio 554.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Md. 21202

Le 9-6841

FILED
1964 JUN 19 AM 9:09

BOOK 155 PAGE 520 152-253

City and County Form. EGO BOOK 1590 PAGE 554 No. 16,421 Equity

7414

This Mortgage, Made this 21st day of August, in the year one thousand, nine hundred and sixty-two, between CHARLES J. ALLEN AND CATHERINE V. ALLEN, his wife of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of ~~XXXXXXXX~~ FOURTEEN THOUSAND FOUR HUNDRED and 00/100ths ($14,400.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of Five and one fourth (5¼%) per annum in the manner following:

By the payment of Seventy four and 99/100ths ($74.99) Dollars, commencing on the first day of October, 1962, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 56 as shown on a Plat entitled "Second revision of 'Sharonville'" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto was granted and Conveyed by Baltimore Federal Savings and Loan Association unto the Mortgagors herein.

FILED
1964 JUN 19 AM 9:09

PLAINTIFF'S EXHIBIT "A"

2

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for and during the residue and remainder of the term of years yet to come and unexpired thereof, with the benefit of renewal forever, subject to the payment of the yearly rent of in fee simple

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

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

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

thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment; (11) that it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums on the first day of each month, as part of the regular monthly payment, by payment of a sum equal to one-twelfth (1/12) of such annual mortgage guaranty insurance premium in accordance with the provisions of (1) of the aforegoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor hereby agrees to repay the Mortgagee for such amount so advanced by the Mortgagee for such single premium.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of $125.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

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

WITNESS:

Robert F. Vavrina

Charles J. Allen (SEAL)

Charles J. Allen

Catherine V. Allen (SEAL)

Catherine Allen (SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 21st day of August, 19 62, before me, a Notary Public of said State, personally appeared Charles J. Allen and Catherine V. Allen

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that they executed the same for the purposes therein contained.

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

AS WITNESS my hand and Notarial Seal.

ROBERT F. VAVRINA NOTARY PUBLIC BALTIMORE CO., MD.

Robert F. Vavrina Notary Public

My commission expires May 6, 1963

Rec'd for record Aug 29 1962 at 8:54 AM. Fee

Mailed to Callahan & Calwell

WALTER S. CALWELL,

Attorney Named in Mortgage

IN THE

BOOK 155 PAGE 523

CIRCUIT COURT FOR ANNE ARUNDEL

VS.

IN EQUITY No. 16,421

CHARLES J. ALLEN AND

CATHERINE V. ALLEN, HIS WIFE

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Charles J. Allen and Catherine V. Allen, his wife to Baltimore Federal Savings and Loan Association

dated the 21st day of August 1962, and recorded among the Land Records of Anne Arundel County in Liber E.G.O. No. 1590 Folio 554 .

Amount of Mortgage	$14,400.00
Less - amount paid on principal	234.44
	14,165.56
Plus - interest to 5/29/64	245.94
	14,411.50
Less - balance in expense account	36.99
	14,374.51

14165.56
36.99
14128.57

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 17th day of June in the year nineteen hundred and sixty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

1964 JUN 19 AM 9:09

FILED

WITNESS my hand and Notarial Seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link

Clara M. Link Notary Public

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BOOK 155 PAGE 524

WALTER S. CALWELL, Attorney Named in Mortgage	:	
	:	IN THE CIRCUIT COURT
VS.	:	FOR
CHARLES J. ALLEN AND CATHERINE V. ALLEN, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity)

NON-MILITARY SERVICE AFFIDAVIT No. 16,421

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 17th day of June 1964 before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

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

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

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

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

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Eugene K. Reilly
Affiant
Eugene K. Reilly Vice President

FILED
1964 JUN 19 AM 9:09

6

No 16421 Equity

Mortgagee and Attorney's Bond. I-369

BOOK 12 PAGE 452

NEW AMSTERDAM CASUALTY COMPANY

BOOK 155 PAGE 525

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOND NO. 0466-0370-1408-64

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 FOURTEEN THOUSAND, FOUR HUNDRED AND NO/100 - - - - - - - - - - - - - - - - ($14,400.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 10th day of July 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 Charles J. Allen & Catherine V. Allen, his wife, to the Baltimore Federal Savings & Loan Association bearing date the 21st day of August nineteen hundred and sixty-two and recorded among the Land Records of Anne Arundel County, in Liber E.G.O. No. 1590, Folio 554, and

206 Sharon Drive - Anne Arundel County, Maryland

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Lynch

~~Attest~~: Witness as to Surety:

M. Greller
M. Greller

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By H. H. Nichols, Attorney-in-fact

Bond approved this 14th day of July, 1964

Louis M. Phipps, Clerk

FILED
1964 JUL 14 AM 9:58

CALLAHAN AND CAL L
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF

VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Charles J. Allen and Catherine V. Allen, his wife to Baltimore Federal Savings and Loan Association, dated August 21st, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1590 folio 554 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY, JULY 14TH, 1964 3:20 P.M. (E.D.T.)

All that fee simple lot of ground situate and lying in Third Election District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, Lake Shore area, and described as follows:

BEING known and designated as Lot. No. 56 as shown on a Plat entitled "Second revision of 'Sharonville' " which plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31: the improvements whereon are now known as No. 206 Sharon Drive.

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

Subject to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a split level type dwelling, containing 6 rooms, bath and powder room, forced warm air gas fired heat and a carport.

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 Jy-9

OFFICE OF

16,421 BOOK

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

155 PAGE 526

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 10, 1964

We hereby certify, that the annexed

Attorney's Sales

Charles J. Allen

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 14th day of July, 1964. The first insertion being made the 25th day of June, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 JUL 15 PM 3:22

By H. Tilghman

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
CHARLES J. ALLEN AND CATHERINE V. ALLEN, HIS WIFE	:	Equity No. 16,421

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of July, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared CHARLES E. WILLIAMS Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL
SAVINGS AND LOAN ASSOCIATION

Charles E. Williams
Purchaser

CHARLES E. WILLIAMS Vice President

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Notary Public

FILED
1964 JUL 17 AM 9:24

9

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
		(In Equity) - No. 16,421
CHARLES J. ALLEN AND CATHERINE V. ALLEN, 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 August 21st, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.L.B. No. 1590 folio 554 from said Charles J. Allen and Catherine V. Allen, 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 14th day of July, 1964 at 3.20 P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known and designated as Lot No. 56 as shown on Plat entitled "Second Revision 'Sharonville'", which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31, the improvements whereon are now known as No. 206 Sharon Drive; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1964 JUL 17 AM 9:23

10

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Charles J. Allen and Catherine V. Allen, his wife to Baltimore Federal Savings and Loan Association, dated August 21st, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1590 folio 554 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY, JULY 14TH, 1964 3:20 P.M. (E.D.T.)

All that fee simple lot of ground situate and lying in Third Election District of Anne Arundel County, in Sharonville, near Mountain Road, at Jacobsville, Lake Shore area, and described as follows:

BEING known and designated as Lot. No. 56 as shown on a Plat entitled "Second revision of 'Sharonville'" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31: the improvements whereon are now known as No. 206 Sharon Drive.

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

Subject to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a split level type dwelling, containing 6 rooms, bath and powder room, forced warm air gas fired heat and a carport.

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 Jy-9

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Fourteen Thousand six Hundred ($14,600.00) Dollars, in fee simple, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 15th day of July, 1964 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link, Notary Public

11

ORDER NISI

BOOK 155 PAGE 531

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

CHARLES J. ALLEN AND
CATHERINE V. ALLEN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,421 Equity

Ordered, this 17th day of July, 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 24th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of August next.

The report states that the amount of sale was $ 14,600.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty.
(Final Order)

For the Maryland-Gazette (July 23rd Edition

WALTER S. CALWELL, Attorney
Names in Mortgage

versus

CHARLES J. ALLEN AND
CATHERINE V. ALLEN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th day of August, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse
JUDGE.

FILED
1964 AUG 28 AM 11:36

12

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,421 Equity
WALTER S. CALWELL
Attorney Named in Mortgage
versus
CHARLES J. ALLEN and CATHERINE V. ALLEN, his wife

Ordered, this 17th day of July, 1964, That the sale of 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 24th day of August next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of August next.

The report states that the amount of sale was $14,600.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-13

FILED
1964 AUG 27 PM 2:36

No. M. G. 9270

13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 532

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 25, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,421
Charles J. Allen

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 155 PAGE 533

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

CHARLES J. ALLEN AND CATHERINE V. ALLEN, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16421 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 SEP -8 AM 9:06

All of which is respectfully submitted.

Charles A. Andrews Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 24th day of September, 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: Alice E. Parlett, deputy

FILED
1964 SEP 24 AM 9:39

14

Dr. Mortgaged Real Estate of Charles J. Allen and

Catherine V. Allen, 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			14600	00		
By	Interest, 6% on deferred payment,						
	$14,100.00 from 7/14/64 to 8/29/64			110	93		
By	Adjustment, taxes, from 7/14/64 to 12/31/64			106	33		
						14817	26
To	Attorney, for fee, viz	125	00				
To	Attorney, for commission, viz	468	00				
				593	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	76	68				
	New Amsterdam Casualty Co. - bond	58	00				
	E. T. Newell & Co. Inc. - auctioneer's						
	fee	25	00				
	Notary fees	1	50				
				161	18		
To	Baltimore Federal Savings & Loan Assoc.						
	Mortgagee on account of Mortgage claim	14002	58				
				14002	58		
						14817	26
	Balance due on Mortgage as per claim						
	filed	14374	51				
	Interest, 5¼%, on principal balance						
	$14,128.57 from 5/30/64 to 9/23/64	132	81				
		14507	32				
	Credit amount allowed above	14002	58				
	This amount subject to decree in personam	504	74				

PETITION FOR SALE OF PROPERTY

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	IN THE
vs.	*	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
LLOYD OSCAR HAGER	*	No. 16,418 Equity

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents

That on the 8th day of February A.D. 1961 the defendant executed and delivered to Fraternity Federal Savings and Loan Association a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $14,000.00 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 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 owing to a breach of the covenants herein 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, Md.

WILLIAM C. ROGERS, Attorney for Plaintiff
113 E. Baltimore Street
Baltimore, Md. 21202
Sa. 7-4456

FILED
1964 JUN 18 AM 9:47

"Petitioner's Exhibit No. 1"

BOOK 155 PAGE 536

MARYLAND

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

BOOK 1455 PAGE 386

No. 16,418 Equity

MORTGAGE

THIS MORTGAGE, made this 8th day of February, A. D. 1961, by and between LLOYD OSCAR HAGER, ----------

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, ----------
~~a corporation organized and existing under the laws of the~~
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of FOURTEEN THOUSAND SIX HUNDRED ---------- Dollars ($14,600.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and one-quarter per centum (5¼ %) per annum until paid, principal and interest being payable at the office of FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION ---, in Baltimore City, ---in the State of Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of EIGHTY-SEVEN DOLLARS AND FIFTY CENTS ------~~Dollars~~ ($ 87.50 ----), commencing on the first day of March----------, 1961, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February----------, 1986. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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. 45, as shown on the Plat of Dunbrooke, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 16. Said lot being situate on the southwest side of Gladnor County Road.

BEING the same lot of ground which by Deed of Assignment 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 ROWILL TITLE HOLDING CORPORATION to LLOYD OSCAR HAGER, the within Mortgagor.

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1964 JUN 18 AM 9:47

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

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BOOK 155 PAGE 537

FILED

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:

BOOK 1455 PAGE 387

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including, stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rental of $120.00, payable half-yearly on the 8th 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 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 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 $146.00 ---xxxxxx 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:

HERBERT E. MUSE

Lloyd Oscar Hager [SEAL]
LLOYD OSCAR HAGER

[SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE, -- to wit: BOOK 1455 PAGE 390

I HEREBY CERTIFY, That on this 8th day of February, 19 61, before me, the subscriber, a Notary Public of the State of Maryland, in and for the Baltimore County, - - - xxxxxxxx personally appeared LLOYD OSCAR HAGER, ---------- the above named Mortgagor, and he --------- acknowledged the foregoing mortgage to be his ---------- act.

At the same time also personally appeared E. Taylor Boden- - - - - - - - - - - - , 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.

HERBERT E. MUSE NOTARY PUBLIC BALTIMORE, COUNTY, MD.

HERBERT E. MUSE Notary Public.

10.60

My commission expires May 1st, 1961.

Rec'd for record Feb. 10 1961 at 11:19 A.M.
Mailed to The Security Title Guarantee Corp. of Balto.

FILE No. 42114
WRITTEN BY
FORM APPROVED
READY FOR RECORD

INDEX IN CHATTELS
B

STATE OF MARYLAND

Mortgage

FROM
LLOYD OSCAR HAGER
TO
FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

S/W/S GLADN. Road

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

Cost of Record, $ Clerk.

1455 1 86

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

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

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

vs.

LLOYD OSCAR HAGER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

16,418 Equity

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association, under the mortgage from Lloyd Oscar Hager to Fraternity Federal Savings and Loan Association dated February 8, 1961 and recorded among the Land Records of Anne Arundel County in Liber No. 1455, Folio 386. G.F.C.

June 11, 1964

Lloyd Oscar Hager
2905 Gladnor Road
Pasadena, Maryland

Original amount of loan	$14,600.00
Interest through June	2435.14
Ground rents paid	360.00
Taxes & Sanitary Charges	620,65
Hazard Insurance	188.30
	$18204.09
Less amount of Payments	4697.61
Balance due on Loan	$13506.48

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 11th day of June in the year nineteen hundred and sixty-four, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William G. Riggs, Secretary for Fraternity Federal Savings and Loan Association the plaintiff in the above entitled cause, and made oath that the aforegoing 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,

Herbert C. Moore
HERBERT C. MOORE, Notary Public

FILED
1964 JUN 18 AM 9:47

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	IN THE CIRCUIT COURT
vs.	*	FOR
LLOYD OSCAR HAGER	*	ANNE ARUNDEL COUNTY
		No. 16,418 Equity

DECREE FOR SALE OF MORTGAGE PREMISES

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

It, is, Thereupon, This 15th day of June, in the year nineteen hundred and Sixty-four, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that William C. Rogers be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Fourteen Thousand Six 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 or weekly newspaper or newspapers published in the 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 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 Duckett

FILED

1964 JUN 18 PM 2:37

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

vs.

LLOYD OSCAR HAGER

*

IN THE

CIRCUIT COURT FOR

* ANNE ARUNDEL COUNTY

No. 16,418 Equity

* * * * * * *

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on the 27th day of June, 1964, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City personally appeared William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath, in due form of law, that he knows the Defendant herein and that to the best of his knowledge, information and belief:

1. Said Defendant is not in the Military Service of the United States 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.

HERBERT C. MOORE, Notary Public

HERBERT C. MOORE NOTARY PUBLIC BALTIMORE, MD.

WILLIAM G. RIGGS, Affiant
Secretary for FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

FILED

1964 JUL 10 AM 10:07

8

Fidelity and Deposit Company

BOOK 155 PAGE 543

HOME OFFICE OF MARYLAND *BALTIMORE 3*

BOOK 12 PAGE 448

77 97 367

No. 16,418. Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers, 113 E. Baltimore Street, Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fourteen Thousand Six Hundred and 00/100-----($14,600.) 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 8th day of July in the year of our Lord one thousand nine hundred and sixty-four

WHEREAS, the above bounden William C. Rogers by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of Fraternity Federal Savings & Loan Assoc. a body corporate

vs:

Lloyd Oscar Hager

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:

Herbert E. Moore
HERBERT E. MOORE

By: William C. Rogers (SEAL)

(SEAL)

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Dawn Whitney
Dawn Whitney *As to Surety*

By Clinton A. Killam, Jr. *Attorney-in-Fact*

Bond approved this 10th day of July, 1964

MD3116a—1M, 6-63 168813
Trustee's Bond

Louis N. Phipps, Clerk

FILED

1964 JUL 10 AM 10:07

ROBERT H. CAMPBELL - - - - Auctioneer

Winson G. Gott, Jr.
Lee Building
Annapolis, Md.

and

William C. Rogers
113 E. Baltimore Street
Baltimore, Md., Attorneys

TRUSTEE'S SALE

OF

VALUABLE LEASEHOLD PROPERTY

Situate on the southwest side of Gladnor Road, in the 3rd Election District.

By virtue of a decree of the Circuit Court for Anne Arundel County, the undersigned Trustee will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland.

Saturday, July 11, 1964

AT 11:15 A.M., D.S.T.

That lot of ground and improvements thereon in the 3rd Election District and described as follows:

Being known and designated as Lot No. 45, as shown on the Plat of Dunbrooke, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 16. Said lot being situate on the southwest side of Gladnor (County) Road.

Subject to the legal operation and effect of agreements, covenants, restrictions and easements of record affecting the same if any.

Subject to an annual ground rent of $120.00.

IMPROVEMENTS: A one-story brick dwelling with five rooms and a bath.

TERMS OF SALE: Cash, a deposit of $500.00 will be required of purchaser or purchasers at time of sale, balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6 per cent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other charges are to be adjusted to day of sale.

William C. Rogers, Trustee
113 E. Baltimore St.
Baltimore, Md., 21202
SA. 7-4456

FILED

1964 JUL 14 AM 11:44

BOOK 155 PAGE 545

I hereby certify that I have this 11th day of July, 1964, sold the property described on the attached Handbill to Fraternity Federal Savings and Loan Association - - - - - - - - - - - - - - at and for the sum of Ten Thousand Dollars ($10,000.00) - it being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I hereby certify that Fraternity Federal Savings and Loan Association has on this 11th day of July, 1964, purchased the property described on the attached Handbill from William C. Rogers, Trustee, at and for the sum of Ten Thousand Dollars ($10,000.00) and it hereby agree to comply with the terms of sale as set forth in said Handbill.

Fraternity Federal Savings & Loan Association

By

FILED

1964 JUL 14 AM 11:44

RE: Lot 45, Plat of Dunbrooke, situate on southwest side of Gladnor (county) Road

STATE OF MARYLAND, CITY OF BALTIMORE, SCT

I HEREBY CERTIFY, that on this 13th day of July 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 purchaser of said property at the foreclosure sale in this case(for) Fraternity Federal Savings and Loan Association and made oath in due form of law that he is/~~are~~ the purchaser(~~s~~) of said property as _____ ~~xxxxxx~~ agent for Fraternity Federal Savings and Loan Association, and that they have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the report of sale.

PURCHASER
~~WILLIAM~~ C. ROGERS, Agent

PURCHASER

Notary Public
HERBERT C. MOORE,

HERBERT C. MOORE NOTARY PUBLIC BALTIMORE, MD.

FILED
1964 JUL 14 AM 11:44

12

16

BOOK 155 PAGE 547

REPORT OF SALE

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
LLOYD OSCAR HAGER	*	No. 16,418 Equity

TO THE HONORABLE 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 Lot 45, Plat of Dunbrooke, situate on southwest side of Gladnor (county) 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 daily 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, July 11, 1964, at 11:15 o'clock A.M. D.S.T. attend at the Court House Door and then and there sold the said leasehold property mentioned and described in the attached advertisement of sale which is prayed to be taken as part of this report unto Fraternity Federal Savings and Loan Association, a body corporate, at and for the sum of $10,000.00, which price was the highest amount bid for the property.

WILLIAM C. ROGERS, Trustee

FILED

1964 JUL 14 AM 11:44

3

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

BOOK 155 PAGE 548

I HEREBY CERTIFY, That on this 13th day of July, 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 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,

Herbert C. Moore
Notary Public

HERBERT C. MOORE NOTARY PUBLIC BALTIMORE, MD.

WINSON G. GOTT, JR.
Lee Building
Annapolis, Md.
and
WILLIAM C. ROGERS
113 E. Baltimore Street
Baltimore, Md.
Attorneys

Trustee's Sale OF VALUABLE LEASEHOLD PROPERTY

Situate on the Southwest side of Gladnor Road, in the 3rd Election District: By virtue of a decree of the Circuit Court for Anne Arundel County, the undersigned Trustee will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland.

SATURDAY, JULY 11, 1964 AT 11:15 A.M. D.S.T.

That lot of ground and improvements thereon in the 3rd Election District and described as follows:

Being known and designated as Lot No. 45, as shown on the Plat of Dunbrooke, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 16. Said lot being situate on the southwest side of Gladnor (County) Road.

Subject to the legal operation and effect of agreements, covenants, restrictions and easements of record affecting the same if any.

Subject to an annual ground rent of $120.00.

IMPROVEMENTS: a one story brick dwelling with five rooms and a bath.

TERMS OF SALE: Cash, a deposit of $500.00 will be required of purchaser or purchasers at time of sale, balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6 per cent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other charges are to be adjusted to day of sale.

WILLIAM C. ROGERS, Trustee
113 E. Baltimore St.
Baltimore, Md. 21202
SA. 7-4456

ROBERT H. CAMPBELL
Auctioneer Jy-10

ORDER NISI

BOOK 155 PAGE 549

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

LLOYD OSCAR HAGER

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,418 Equity

Ordered, this 14th day of July, 19 64, That the sale of the property in these proceedings mentioned made and reported by William C. Rogers, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of August next.

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

Louis N. Phipps Clerk.

True Copy,
William C. Rogers, Atty.

TEST: Clerk.
For the Evening Capital(July 16th Edition),

(Final Order)

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

LLOYD OSCAR HAGER

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of August, 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 Dunbrack
JUDGE.

FILED
1964 AUG 18 AM 10: 36

15

WINSON G. GOTT, JR.
Lee Building
Annapolis, Md.
and
WILLIAM C. ROGERS
113 E. Baltimore Street
Baltimore, Md.
Attorneys

Trustee's Sale OF VALUABLE LEASEHOLD PROPERTY

Situate on the Southwest side of Gladnor Road, in the 3rd Election District: By virtue of a decree of the Circuit Court for Anne Arundel County, the undersigned Trustee will sell at public auction at the Court House Door, Church Circle, Annapolis, Maryland.

SATURDAY, JULY 11, 1964 AT 11:15 A.M. D.S.T.

That lot of ground and improvements thereon in the 3rd Election District and described as follows:

Being known and designated as Lot No. 45, as shown on the Plat of Dunbrooke, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 24, folio 16. Said lot being situate on the southwest side of Gladnor (County) Road.

Subject to the legal operation and effect of agreements, covenants, restrictions and easements of record affecting the same if any..

Subject to an annual ground rent of $120.00.

No. 16

IMPROVEMENTS: a one story brick dwelling with five rooms and a bath.

TERMS OF SALE: Cash, a deposit of $500.00 will be required of purchaser or purchasers at time of sale, balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6 per cent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other charges are to be adjusted to day of sale.

WILLIAM C. ROGERS, Trustee
113 E. Baltimore St.
Baltimore, Md. 21202
SA. 7-4456

ROBERT H. CAMPBELL
Auctioneer

Jy-10

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 550

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 13, 1964

We hereby certify, that the annexed

Trustee Sale

Gladnor 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 11th day of July, 1964. The first insertion being made the 19th day of June, 1964

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1964 JUL 15 PM 3:22

By

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.		
LLOYD OSCAR HAGER	*	No. 16418 Equity

PETITION TO SUBSTITUTE A PURCHASER

TO THE HONORABLE, THE JUDGE OF THE SAID COURT:

The petition of William C. Rogers, Trustee, respectfully represents unto your Honor:

I

That your Petitioner, by his report of sale filed in these proceedings on the 14th day of July, 1964, sold certain leasehold property situated in Anne Arundel County, known as Lot 45 Plat of Dunbrooke, Gladnor Road, and described in these proceedings, to the Fraternity Federal Savings and Loan Association.

II

That the said purchaser has requested your Petitioner to substitute as purchaser in its place and stead, J.S. Gleason, Jr., Administrator of Veterans Affairs, who has requested 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 the Fraternity Federal Savings and Loan Association.

WILLIAM C. ROGERS, Trustee
113 E. Baltimore Street
Baltimore 2, Maryland
SA. 7-4456

FILED
1964 JUL 24 AM 11:53

ASSENT

We hereby assent to the relief prayed in the aforegoing petition.

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Thomas J. Stoddard
THOMAS J. STODDARD, President

18

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 16th day of July, 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 and made oath in due form of law that the matters and facts contained in the aforegoing Petition and Assent are true and just to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Herbert C. Moore
Notary Public

HERBERT C. MOORE
NOTARY PUBLIC
BALTIMORE, MD.

My Commission expires May 3, 1965.

FRATERNITY FEDERAL SAVINGS	*	IN THE
AND LOAN ASSOCIATION, a body corporate	*	CIRCUIT COURT
vs.		FOR
	*	ANNE ARUNDEL COUNTY
LLOYD OSCAR HAGER		No. 16,418 Equity
* *	*	* *

O R D E R

UPON the aforegoing petition and assent, it is hereby this 24th day of July, 1964.

ORDERED by the Circuit Court for Anne Arundel County that J.S. Gleason, Jr., Administrator of Veterans' Affairs be and he is hereby substituted as purchaser of the property mentioned in these proceedings, known as Lot 45 Plat of Dunbrooke, Gladnor Road, Anne Arundel County, Maryland in the place and stead of Fraternity Federal Savings and Loan Association.

[signature]
JUDGE

FILED
1964 AUG 18 AM 10: 38

FILED
1964 JUL 24 PM 12: 04

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 16,418 Equity

Fraternity Federal Savings and Loan Association, a body corporate

versus

LLOYD OSCAR HAGER

Ordered, this 14th day of July, 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 17th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of August next.

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

LOUIS N. PHIPPS, Clerk
True Copy. TEST:

LOUIS N. PHIPPS, Clerk
A-6.

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 555

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 7, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,418
Lloyd Oscar Hager

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 August, 1964. The first insertion being made the 16th day of July, 1964.

FILED
1964 AUG -7 PM 2:16

THE CAPITAL-GAZETTE PRESS, INC.

By

No. E. C. 9282

21

BOOK 155 PAGE 556

In the Case of

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, A BODY CORPORATE

VS.

LLOYD OSCAR HAGER

In the

Circuit Court

For

Anne Arundel County

No. 16,418 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 SEP -9 AM 10: 11

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 25th day of September, 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: Alice Jankunoska, deputy

FILED
1964 SEP 25 PM 12: 41

23

Dr. Mortgaged Real Estate of Lloyd Oscar Hager

BOOK 155 PAGE 557

In Acct. with William C. Rogers, Trustee

				Cr.	
By	Amount of Sale, as per Trustee's Report of Sale filed		10,000 00		
By	Interest, 6% on deferred payment $9,500.00 from 7/11/64 to 8/18/64		58 56		
By	Adjustment, taxes, from 7/11/64 to 12/31/64		143 45		
				10,202	01
To	Trustee for fee, viz	146 00			
	Trustee for commission, viz	330 00			
			476 00		
To	Trustee for court costs, viz				
	Plaintiff's Solicitor, appearance fee	10 00			
	Clerk, court costs	29 25			
	Auditor, this account	30 00			
			69 25		
To	Trustee for expenses, viz				
	Capital-Gazette Press Inc.				
	Advertising & Nisi - Sale	88 52			
	Speer Publications, Inc. - hand bills	17 00			
	Fidelity & Deposit Co. of Maryland -bond	29 00			
	Robert H. Campbell, auctioneer's fee	35 00			
	Adjustment, ground rent, from 2/8/64 to 7/11/64	51 00			
	½ Federal and State Revenue stamps	16 50			
			237 02		
To	Fraternity Federal Savings & Loan Assoc., Mortgagee, on account of Mortgage claim	9,419 74			
			9,419 74		
				10,202	01
	Balance due on Mortgage, as per claim filed	13,506 48			
	Interest, 5¼% thereon, from 7/1/64 to 9/24/64	106 37			
		13,612 85			

Credit amount allowed above	9,419	74					
This amount subject to decree in personam	4,193	11					

BOOK 155 PAGE 559

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE AROUNDEL COUNTY
RAYMOND A. KULIG AND DOROTHY A. KULIG, HIS WIFE	:	(In Equity)

No. 16,420 Equity

Mr. Clerk:

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

1. Original Mortgage from Raymond A. Kulig and Dorothy A. Kulig, his wife to Baltimore Federal Savings and Loan Association, dated May 12th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1203 folio 475.

Walter S. Calwell
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Md. 21202

Le 9-6841

FILED
1964 JUN 19 AM 9:09

BOOK 155 PAGE 560

LIBER 1203 PAGE 475

MARYLAND

No. 16,420

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

MORTGAGE

THIS MORTGAGE, made this 12th day of May, A. D. 19 58, by and between RAYMOND A. KULIG AND DOROTHY A. KULIG, 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 FIFTEEN THOUSAND SIX HUNDRED EIGHTY-FIVE AND 00/100ths Dollars ($15,685.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and three-quarters per centum (4 3/4 %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of EIGHTY-ONE AND 82/100ths Dollars ($ 81.82), commencing on the first day of July, 19 58, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on ~~XXXXXXXXXXXXX~~ May 11, 1988, ~~XX~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 21, in Block A, as designated and shown on a Plat entitled "Country Club Estates, Section No. 7" dated July 8, 1957, by John W. Boutwell, Jr., Registered Surveyor, and recorded among the Plat Records of Anne Arundel County on October 21, 1957, in Plat Book 30, folio 27. The improvements thereon being known as 110 Alview Terrace.

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

FILED
1964 JUN 19 AM 9:09

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

2

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

LIBER 1293 PAGE 476

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Twenty ($120.00) Dollars, payable half-yearly on the 8th days of May and November in each and every year.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

Albert G. Fitzgerald
ALBERT G. FITZGERALD

Raymond A. Kulig [SEAL]
Raymond A. Kulig

[SEAL]

Dorothy A. Kulig [SEAL]
Dorothy A. Kulig

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 1203 PAGE 479

I HEREBY CERTIFY, That on this 12th day of May, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Raymond A. Kulig and Dorothy A. Kulig, 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.

13.50

Albert G. Fitzgerald
ALBERT G. FITZGERALD Notary Public.

Rec'd for record May 13 1958 at 11:10 A.M.
Mailed to The Colonial Title Guarantee Co.

Application No. 47445
Written by DAG
Approved by
Ready for Record
Examined

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

WALTER S. CALWELL,
Attorney Named in Mortgage

vs.

RAYMOND A. KULIG AND
DOROTHY A. KULIG, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL, Attorney Named in Mortgage VS.	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
RAYMOND A. KULIG AND DOROTHY A. KULIG, HIS WIFE	In Equity - No. 16,420

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from Raymond A. Kulig and Dorothy A. Kulig, his wife

to Baltimore Federal Savings and Loan Association

dated the 12th day of May 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No 1203 Folio 475

Amount of Mortgage	$15,685.00
Less - amount paid on principal	1,484.44
	14,200.56
Plus - interest to 5/21/64	320.32
	14,520.88
Plus - overdraft in expense account	130.26
	14,651.14

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 17th day of June 1964 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Eugene K. Reilly Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link, Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

FILED 1964 JUN 19 AM 9:09

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BOOK 155 PAGE 565

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

RAYMOND A. KULIG AND
DOROTHY A. KULIG, HIS WIFE

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

NON-MILITARY SERVICE AFFIDAVIT No. 16,420 Equity

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 17th day of June 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
Affiant
Charles W. Williams, Vice President

FILED
1964 JUN 19 AM 9:09

No 16 420 Equity

Mortgagee and Attorney's Bond.

BOOK 155 PAGE 566
BOOK 12 PAGE 451

1-369

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

BOND NO. 0466-0370-1409-64

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore, Maryland 21202 as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New-York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FOURTEEN THOUSAND, SEVEN HUNDRED AND NO/100 - - - - - - - - - - - - - - ($14,700.00) - Dollars, to be paid to the said State, or its certain Attorney; to which payment, well and truly to be made 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 10th day of July 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 Raymond A. Kulig & Dorothy A. Kulig, his wife, to the Baltimore Federal Savings & Loan Association bearing date the 12th day of May nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1203, Folio 475, and

110 Alview Terrace - 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. Linch
~~Witness~~ Witness as to Surety:

M. Greller
M. Greller

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By: H. H. Nichols, Attorney-in-fact

Bond approved this 14th day of July, Louis N Phipps, Clerk

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1964 JUL 14 AM 9:58

CALLAHAN AND CALWELL
Solicitor
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 Raymond A. Kulig and Dorothy A. Kulig, his wife to Baltimore Federal Savings and Loan Association, dated May 12th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1203 folio 475 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY
JULY 14, 1964
AT 3:00 P.M. (EDT)

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

BEING known and designated as Lot No. 21, in Block A, as designated and shown on a Plat entitled "Country Club Estates, Section No. 7" dated July 8, 1957, by John W. Boutwell, Jr., Registered Surveyor, and recorded among the Plat Records of Anne Arundel County on October 21, 1957, in Plat Book 30, folio 27. The improvements thereon being known as 110 Alview Terrace.

No. 1 Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining

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

The improvements consist of a frame and brick dwelling containing 6 rooms (3 bedrooms) 2 baths, hot water baseboard heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage

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

Jy-9

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OFFICE OF

No. 16,420

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 567

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 10, 1964

We hereby certify, that the annexed

Attorney's Sale

Raymond A. Kulig

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 14th day of July, 1964. The first insertion being made the 25th day of June, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 JUL 15 PM 3:22

By A. Tulghman

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
RAYMOND A. KULIG AND DOROTHY A. KULIG, HIS WIFE	:	Equity No. 16,420

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 14th day of July, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared CHARLES E. WILLIAMS Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL
SAVINGS AND LOAN ASSOCIATION

Charles E. Williams
Purchaser
CHARLES E. WILLIAMS Vice President

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Notary Public

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1964 JUL 17 AM 9:29

10

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
	:	(In Equity) No. 16,420
RAYMOND A. KULIG AND DOROTHY A. KULIG, 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 May 12th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.L.B. No. 1203 folio 475 from said Raymond A. Kulig and Dorothy A. Kulig, 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 14th day of July, 1964 at three P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 21, in Block A, as designated and shown on a Plat entitled "Country Club Estates, Section No. 7" dated July 8, 1957 by John W. Boutwell, Jr., Registered Surveyor, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 27, the improvements whereon are now known as No. 110 Allview Terrace; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1964 JUL 17 AM 9:23

BOOK 155 PAGE 570

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 Raymond A. Kulig and Dorothy A. Kulig, his wife to Baltimore Federal Savings and Loan Association, dated May 12th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1203 folio 475 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY JULY 14, 1964 AT 3:00 P.M. (EDT)

All that leasehold lot of ground situate and lying in the Fifth Election District of Anne Arundel County, at Country Club Estates, near Furnace Branch and Marley Creek, and

BEING known and designated as Lot No. 21, in Block A, as designated and shown on a Plat entitled "Country Club Estates, Section No. 7" dated July 3, 1957, by John W. Boutwell, Jr., Registered Surveyor, and recorded among the Plat Records of Anne Arundel County on October 21, 1957, in Plat Book 30, folio 27. The improvements thereon being known as 110 Alview Terrace.

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

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

The improvements consist of a frame and brick dwelling containing 6 rooms (3 bedrooms) 2 baths, hot water baseboard heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage

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

Jy-9

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Fourteen Thousand nine Hundred seventy-seven ($14,977.00) Dollars, subject to the payment of an annual ground rent of $120.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 15th day of July, 1964 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link, Notary Public

ORDER NISI

BOOK 155 PAGE 572

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

RAYMOND A. KULIG AND
DOROTHY A. KULIG, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,420 Equity

Ordered, this 17th day of July, 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 24th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of August next.

The report states that the amount of sale was $14,977.00

Louis N. Phipps Clerk.

True Copy,
Walter S. Calwell, Atty

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

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

RAYMOND A. KULIG AND
DOROTHY A. KULIG, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th day of August, 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 Sause
JUDGE.

FILED
1964 AUG 28 AM 11:36

13

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
RAYMOND A. KULIG AND DOROTHY A. KULIG, HIS WIFE	:	In Equity - No. 16,420

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 sold certain leasehold property situated in Anne Arundel County, known as No. 110 Allview Terrace 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 Vice President

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1964 JUL 17 AM 9:23

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ORDER

UPON the aforegoing Petition and Assent, it is hereby this 17th day of July 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. 110 Allview Terrace, Anne Arundel County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

[signature]

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1964 JUL 17 PM 3:53

15

OF CE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 575

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 25, 1964

We hereby certify, that the annexed Order Nisi - Sale Eq. 16,420 Raymond A. Kulig,

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 August, 1964. The first insertion being made the 23rd day of July, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 16,420 Equity
WALTER S. CALWELL
Attorney Named in Morgage
versus
RAYMOND A. KULIG and
DOROTHY A. KULIG, his wife

Ordered, this 17th day of July, 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 24th day of August next; Provided, a copy of this Order be inserted in some newspaper paper published in Anne Arundel County, once in each of three successive weeks before the 24th day of August next.

The report states that the amount of sale was $14,977.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
A-13

FILED
1964 AUG 27 PM 2:36

No. M.G. 9271

16

BOOK 155 PAGE 576

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

RAYMOND A. KULIG, ET UX

In the

Circuit Court

For

Anne Arundel County

No. 16420 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 SEP -8 AM 9:07

All of which is respectfully submitted.

Charles A. Andrews, Jr. Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 24th day of September, 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: Alice E. Jankowski, deputy

FILED
1964 SEP 24 AM 9:39

17

18

Dr. Mortgaged Real Estate of Raymond A. Kulig and
Dorothy A. Kulig, his wife

BOOK 155 PAGE 577

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

				Cr.		
By	Amount of Sale, as per Attorney's Report					
	of Sale filed			14977	00	
By	Interest, 6% on deferred payment					
	$14,477.00 from 7/14/64 to 8/29/64			114	82	
By	Adjustment, taxes, 7/14/64 to 12/31/64			122	08	
						15213 90
To	Attorney, for fee, viz	50	00			
	Attorney, for commission, viz	479	31			
				529	31	
To	Attorney, for court costs, viz					
	Plaintiff's Solicitor appearance fee	10	00			
	Clerk, court costs	29	25			
	Auditor, this account	22	50			
				61	75	
To	Attorney, for expenses, viz					
	Capital-Gazette Press Inc.					
	Advertising & Nisi - Sale	80	64			
	New Amstersdam Casualty Co. - bond	59	00			
	E. T. Newell & Co. Inc. auctioneer's fee	35	00			
	Adjustment, ground rent, from 5/8/64 to					
	7/14/64	21	98			
	Notary fees	1	25			
				197	87	
To	Baltimore Federal Savings & Loan Assoc.,					
	Mortgagee on account of Mortgage claim	14424	97			
				14424	97	
						15213 90
	Balance due on Mortgage as per claim					
	filed	14651	14			
	Interest 4 3/4% on principal balance					
	$14,330.82 from 5/22/64 to 9/23/64	232	15			
		14883	29			
	Credit amount allowed above	14424	97			
	This amount subject to decree in personam	458	32			

BOOK 155 PAGE 578

HUGH K. HOLMES, ASSIGNEE	*	IN THE
	*	CIRCUIT COURT FOR
Vs.	*	ANNE ARUNDEL COUNTY
COLTES L. COURTNEY	*	In Equity
	*	Equity No. 16,413

ORDER TO DOCKET SUIT

Mr. Clerk:

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

Mortgage from Coltes L. Courtney (life tenant acting in the exercise of powers) to Harry L. King and Constance G. King, his wife, dated November 28th., 1961, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1528 folio 445, and short assigned to the said Hugh K. Holmes, for foreclosure.

Hugh K. Holmes

Hugh K. Holmes, Assignee

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

FILED

1964 JUN 16 PM 1:38

PURCHASE MONEY BOOK 1528 PAGE 445 BOOK 155 PAGE 579

This Mortgage, Made this 21st day of November, A. D. 19 61,

by and between Coltes L. Courtney, Life Tenant, pursuant to the power and authority vested in him.

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, ~~and THE BANK OF GLEN BURNIE, a corporation organized and existing under the laws of the State of Maryland, hereafter called the Mortgagee~~ Harry L. King and Constance G. King, his wife, hereinafter called the Mortgagees.

WHEREAS, the said Mortgagor stand bona fide indebted unto the said Mortgagee in the full and just sum of Four Thousand Two Hundred **($** 4,200.00 **) Dollars, for money this day loaned by the said Mortgagee unto the said Mortgagor, which said sum, having been used as part of the purchase price for the property hereinafter described, the said Mortgagor herewith covenant and agree to repay unto the said Mortgagees their successors and assigns, together with interest thereon at the rate of** Six **percent (** 6% **) per annum, in the following manner and time:**

THE SUM OF Fifty Dollars ---------- **($** 50.00 **) Dollars to be paid on the** 15th **day of** December 19 61, **and a like or similar sum on the** 15th **day of each and every consecutive month thereafter to and including the** 15th **day of** November, 19 70, **and the balance of the principal and interest remaining unpaid shall become due and payable on the** 15th **day of** November 19 70; **the said monthly payments to be applied first to the payment of interest at the rate aforesaid on the balance of the unpaid principal and any amount remaining after the payment of the said interest shall be applied to the payment of the unpaid principal.**

ALL SUMS aforesaid to be payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public or private, ~~at the office of The Bank of Glen Burnie, at Glen Burnie, Maryland, or at such other place, either within or without the said State, as the holder hereof may from time to time in writing designate.~~

WHEREAS, this mortgage shall also secure for future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendment thereto.

AND WHEREAS, at the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same and of the interest to become due thereon, and of all taxes, assessments, public dues, and charges levied or to be levied by law on the property hereby mortgaged, and on the mortgage debt or debts created or secured by this Mortgage, and the payment of premiums for fire or other hazard insurance herein provided, shall be secured by the execution hereof.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One ($1.00) Dollar, the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant, convey, transfer and assign unto the said Mortgagee, its successors and assigns, all the lot of ground being, lying and situate in the Third Election District of Anne Arundel County, State of Maryland, and described as follows, viz:—

BEGINNING for the same at an iron pipe found on the South side of East Shore Road at a distance of 132.8 feet and a course of North 84° 48' East, from the Southeast corner of the intersection of Outing Avenue and East shore Road, in the Village of Green Haven as laid out on Plat No. 2 of Outing Park, in the Plat Records of Anne Arundel County; thence leaving said iron pipe and continuing along the South side of East Shore Road, North 84° 48' East 46.76 feet to an iron pipe found, thence South 00° 12' East 200.20 feet to an iron pipe found, thence South 84° 48' West 35.57 feet to an iron pipe found, thence North 5° 12' West 200.00 feet to the point of beginning. Containing in all 0.1890 acres of ground more or less.

BEING ALSO the same property which the said Mortgagor acquired from Harry L. King and Constance G. King, his wife, by Deed dated November 15, 1961

FILED 1964 JUN 16 PM 1:38

and intended to be recorded immediately prior hereto; the said Mortgagor executing said Mortgage pursuant to the power and authority vested in him does Mortgage the life estate as well as the remainder interest, so that the fee simple property is covered by this conveyance.

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

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

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

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

1. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fire and hazard insurance premiums, fines, or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate hereinbefore specifically mentioned and shall be secured by this mortgage.

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

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee in the amount of at least Four Thousand Two Hundred ---------- Dollars, said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

4. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire or other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

6. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

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

In case of default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, or John Demyan, Jr., its Attorney, or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, its or their heirs, successors or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the same, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($ 50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same, all in accordance with Article No. 66 of the Code of the Public General Laws of Maryland.

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

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

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

WITNESS: Kathryn M. Conboy
Kathryn M. Conboy

Coltes L. Courtney (Seal)
Coltes L. Courtney

(Seal)

(Seal)

BOOK 1528 PAGE 448 BOOK 155 PAGE 582

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 28th day of November 19 61, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Coltes L. Courtney the above named Mortgagors, and he acknowledged the foregoing Mortgage to be his act.

~~AT the same time also personally appeared Fred W. Koethe, the President of the within body corporate, mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.~~

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

Kathryn M. Conboy
Kathryn M. Conboy Notary Public 9.50

Rec'd for record Dec. 5, 1961 at 4:12 P.M.
Mailed to John Demyan, Jr.

I

MORTGAGE

From

COLTES L. COURTNEY

To

HARRY L. KING and CONSTANCE G. KING, his wife

Block No. ...

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

Cost of Record, $ 12/9.50

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1961 DEC -5 PM 4:12 & RECORDED IN LIBER GTC NO. 1528 FOLIO 448 GEO. L. BROMWELL, CLERK

LAW OFFICES
JOHN DEMYAN, JR.
GLEN BURNIE
MARYLAND

HUGH K. HOLMES
ATTORNEY AT LAW
BOX 30, ROUTE 4,
PASADENA, MARYLAND

ASSIGNMENT

The undersigned Mortgagees hereby transfer and assign the within Mortgage to Hugh K. Holmes, Attorney, for the purpose of foreclosure, the same being in default.

Witness our hands and seals this 8th. day of June, 1964.

Witness: Vera M. Anderson 161956

Harry L. King (SEAL)

Constance G. King (SEAL)

Vera M. Anderson

Vera M. Anderson

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1964 JUN 11 AM 8:58 & RECORDED IN LIBER LNP NO 1528 FOLIO 448 LOUIS N. PHIPPS, CLERK

BOOK 155 PAGE 583

HUGH K. HOLMES, ASSIGNEE	* IN THE CIRCUIT COURT FOR
Vs.	* ANNE ARUNDEL COUNTY
COLTES L. COURTNEY	* In Equity
	* Equity No. 16,413
	*

STATEMENT OF MORTGAGE CLAIM

Principal Amount of Mortgage	$ 4,200.00
Accrued Interest from Nov. 28, 1961 to June 15, 1964	587.17
1962 & 1963 Taxes Paid by Mortgagees	113.86
	$ 4,901.03
Less Payments Received on Account	1,200.00
Balance Due	$ 3,701.03

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 15th. day of June, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Hugh K. Holmes, Assignee of the Mortgage, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim under the Mortgage filed in the said cause now remaining due and unpaid.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial Seal.

Mary M. Shanks
Mary M. Shanks, Notary Public.

My Commission expires May 3rd., 1965.

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

FILED

1964 JUN 16 PM 1:38

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 15th. day of June ,
19 64 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, HUGH K. HOLMES, ASSIGNEE,

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

COLTES L. COURTNEY

~~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 15th. day of June , 19 64 .

Notarial Seal

Mary M. Shanks
Mary M. Shanks, *Notary Public.*

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

Filed,

FILED
1964 JUN 16 PM 1:38

Sale of Real Estate—Md. A STOCK COMPANY

BOOK 155 PAGE 585 M. 16,413 Equity

"Old and Tried" Organized 1849

Glens Falls

INSURANCE COMPANY

Glens Falls, N. Y.

Bond No. 534850

BOOK 12 PAGE 429

Know All Men by these Presents:

THAT WE HUGH K. HOLMES, ASSIGNEE OF MORTGAGE, of Anne Arundel County, State of Maryland,

as Prineipal, and GLENS FALLS INSURANCE COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FOUR THOUSAND and---00/100---- Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, exeeutors, administrators, and sueeessors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 15th. day of June nineteen hundred and Sixty-Four

Whereas, by virtue of a power of sale eontained in a mortgage from Coltes L. Courtney to Harry L. King and Constance G. King, wife, bearing date on or about the 28th. day of November nineteen hundred and Sixty-One, the said Harry L. King and Constance G. King, his wife, are ~~xxix~~ authorized and empowered to make sale of the property deseribed in said mortgage, in ease default should be made in the payment of the prineipal debt seeured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Harry L. King and Constance G. King, his wife, by duly reeorded assignment assigned said mortgage unto the said Prineipal, for the purpose of foreelosure, and the said Principal is about to exeeute said power and make sale of the property described as aforesaid in said mortgage;

Now the Condition of the above Obligation is such, That if the above bounden Hugh K. Holmes, Assignee, do and shall well and faithfully abide by and fulfill any order or deeree whieh shall be made by any Court of Equity in relation to the sale of sueh mortgaged property or the proceeds thereof, then the above obligation to be void and of no effeet, otherwise to be and remain in full foree and virtue in law.

Hugh K. Holmes (SEAL)
Hugh K. Holmes, Assignee

(SEAL)

GLENS FALLS INSURANCE COMPANY

By Bernard J. Holmes
Bernard J. Holmes, Attorney

Form 15182

FILED
1964 JUNE 16
AM 10:00

Bond approved this 16th day of June 1964

Louis M. Rupp, Clerk

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

ATTORNEY'S SALE

of

VALUABLE IMPROVED FEE SIMPLE PROPERTY IN GREEN HAVEN, THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a mortgage from Coltes L. Courtney (life tenant acting in the exercise of powers) to Harry L. King and Constance G. King, his wife, dated November 28, 1961, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1528, Folio 445, default having occurred thereunder, the undersigned Attorney will offer for sale at Public Auction on the premises on

MONDAY, JULY 27th., 1964
At 11:00 A. M.

(the said mortgage having been assigned to Hugh K. Holmes for purpose of foreclosure)

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

BEGINNING FOR THE SAME at an iron pipe found on the South side of East Shore Road at a distance of 132.8 feet and a course of North 84 degrees 48 minutes East, from the Southeast corner of the intersection of Outing Avenue and East Shore Road, in the village of Green Haven, as laid out on Plat No. 2 of Outing Park, in the Plat Records of Anne Arundel County; thence leaving said iron pipe and continuing along the South side of East Shore Road North 84 degrees 48 minutes East 46.76 feet to an iron pipe found; thence South 00 degrees 12 minutes East 200.20 feet to an iron pipe found; thence South 84 degrees 48 minutes West 35.57 feet to an iron pipe found; thence North 5 degrees 12 minutes West 200.00 feet to the point of beginning; containing in all 0.1890 Acres, more or less.

BEING the same property the Mortgagors acquired from Harry L. King and Constance G. King, his wife, by a Deed dated November 15, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1528, Folio 443.

The above property is improved by a frame dwelling house.

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

FILED
1964 JUL -7 AM 10: 11

TERMS OF SALE: A cash deposit of $400.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

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

TIMOTHY COULBOURN, Auctioneer.

Copy of Foregoing Notice received this 7 day of July, 1964, for the Maryland Gazette.

PER: Edward [illegible]

LAW OFFICES OF
HUGH K. HOLMES
LAKE SHORE
PASADENA MARYLAND

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

Assignee's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

IN GREEN HAVEN, THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a mortgage from Coltes L. Courtney (life tenant acting in the exercise of powers) to Harry L. King and Constance G. King, his wife, dated November 28, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1528, Folio 445, default having occurred thereunder, the undersigned Attorney will offer for sale at Public Auction on the premises on

MON., JULY 27TH, 1964 AT 11:00 A.M.

(The said Mortgage having been assigned to Hugh K. Holmes for purpose of foreclosre)

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

BEGINNING FOR THE SAME at an iron pipe found on the South side of East Shore Road at a distance of 132.8 feet and a course of North 84 degrees 48 minutes East, from the Southeast corner of the intersection of Outing Avenue and East Shore Road, in the village of Green Haven, as laid out on Plat No. 2 of Outing Park, in the Plat Records of Anne Arundel County; thence leaving said iron pipe and continuing along the South side of East Shore Road North 84 degrees 48 minutes East 46.76 feet to an iron pipe found; thence South 00 degrees 12 minutes East 200.20 feet to an iron pipe found; thence South 84 degrees 48 minutes West 35.57 feet to an iron pipe found; thence North 5 degrees 12 minutes West 200.00 feet to the point of beginning; containing in all 0.1890 Acres, more or less.

BEING the same property the Mortgagors acquired from Harry L. King and Constance G. King, his wife, by a Deed dated November 15, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1528, Folio 443.

The above property is improved by a frame dwelling house.

TERMS OF SALE: A cash deposit of $400.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

HUGH K. HOLMES,
Assignee,
Lake Shore
Pasadena, Maryland

TIMOTHY COULBOURN,
Auctioneer

Jy-23

OFFICE OF 16,413

BOOK 155 PAGE 588

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 24, 1964

We hereby certify, that the annexed

Assignee's Sale

Harry L. King

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 27th day of July, 1964. The first insertion being made the 9th day of July, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 JUL 24 PM 3:01

By H. Tilghman

HUGH K. HOLMES, ASSIGNEE, * IN THE CIRCUIT COURT FOR

Vs. * ANNE ARUNDEL COUNTY

COLTES L. COURTNEY * In Equity

* Equity No. 16,413

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

Assignee's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

IN GREEN HAVEN, THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a mortgage from Coltes L. Courtney (life tenant acting in the exercise of powers) to Harry L. King and Constance G. King, his wife, dated November 28, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1528, Folio 445, default having occurred thereunder, the undersigned Attorney will offer for sale at Public Auction on the premises on

MON., JULY 27TH, 1964 AT 11:00 A.M.

(The said Mortgage having been assigned to Hugh K. Holmes for purpose of foreclosre)

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

BEGINNING FOR THE SAME at an iron pipe found on the South side of East Shore Road at a distance of 132.8 feet and a course of North 84 degrees 48 minutes East, from the Southeast corner of the intersection of Outing Avenue and East Shore Road, in the village of Green Haven, as laid out on Plat No. 2 of Outing Park, in the Plat Records of Anne Arundel County; thence leaving said iron pipe and continuing along the South side of East Shore Road North 84 degrees 48 minutes East 46.76 feet to an iron pipe found; thence South 00 degrees 12 minutes East 200.20 feet to an iron pipe found; thence South 84 degrees 48 minutes West 35.57 feet to an iron pipe found; thence North 5 degrees 12 minutes West 200.00 feet to the point of beginning; containing in all 0.1890 Acres, more or less.

BEING the same property the Mortgagors acquired from Harry L. King and Constance G. King, his wife, by a Deed dated November 15, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1528, Folio 443.

AUCTIONEER'S CERTIFICATE

I hereby certify that I have on this 27th. day of July, 1964, sold the property that is described in the attached advertisement of sale at and for the sum of $ 3,000.00 to Harry L. King and Constance G. King, his wife, being at that price the highest bidder therefor, and I further certify that the said sale was fairly made.

Timothy Coulbourn

Timothy Coulbourn, Auctioneer.

PURCHASERS' AGREEMENT

We hereby certify that we have on this 27th. day of July, 1964, purchased the property described in the attached advertisement of sale from Hugh K. Holmes, Assignee, at and for the sum of $ 3,000.00, and we hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Harry L. King

Harry L. King

Constance G. King

Constance G. King, Purchaser(s)

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

FILED

1964 JUL 28 AM 10: 31

The above property is improved by a frame dwelling house.

TERMS OF SALE: A cash deposit of $400.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

HUGH K. HOLMES,
Assignee,
Lake Shore
Pasadena, Maryland

TIMOTHY COULBOURN,
Auctioneer

Jy-23

ERED

155 590

BOOK 155 PAGE 591

HUGH K. HOLMES, ASSIGNEE	*	IN THE CIRCUIT COURT FOR
Vs.	*	ANNE ARUNDEL COUNTY
COLTES L. COURTNEY	*	In Equity
	*	Equity No. 16,413

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Hugh K. Holmes, Assignee, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said Hugh K. Holmes, Assignee did, pursuant to said notice on the 27th. day of July, 1964, at 11:00 O'Clock A. M., sell on the premises the aforesaid fee simple property unto Harry L. King and Constance G. King, his wife, at and for the sum of Three Thousand Dollars ($3,000.00) - - - - - - - - - they having offered the greatest price therefor.

Hugh K. Holmes, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 27th. day of July, in the year One Thousand Nine Hundred Sixty-Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Hugh K. Holmes, Assignee, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

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

Mary M. Shanks, Notary Public

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

FILED

1964 JUL 28 AM 10: 31

13

ORDER NISI

BOOK 155 PAGE 592

HUGH K. HOLMES, ASSIGNEE

versus

COLTES L. COURTNEY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,413 Equity

Ordered, this 28th day of July, 1964, That the sale of the property in these proceedings mentioned made and reported by Hugh K. Holmes, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of August next.

The report states that the amount of sale was $3,000.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Hugh K. Holmes, Atty.

For the Maryland Gazette(July 30, Edition)

(Final Order)

HUGH K. HOLMES, ASSIGNEE

versus

COLTES L. COURTNEY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of September, 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 Brien Duckett

JUDGE.

FILED

1964 SEP -1 PM 4:05

14

BOOK 155 PAGE 593

HUGH K. HOLMES, ASSIGNEE,	*	IN THE CIRCUIT COURT FOR
Vs.	*	ANNE ARUNDEL COUNTY
COLTES L. COURTNEY	*	In Equity
	*	Equity No. 16,413

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND,

ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 30th. day of July, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Harry L. King and Constance G. King, his wife, purchasers, and made oath in due form of law as follows:

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

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

3. That the said Purchasers have not directly or indirectly discouraged anyone from bidding for the said property.

Harry L. King

Harry L. King

Constance G. King

Constance G. King

I further certify that the said Purchasers, Harry L. King and Constance G. King, his wife, affixed their signatures in my presence to the above statement.

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

Margaret P. Holmes

Margaret P. Holmes, Notary Public.

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

FILED

1964 AUG 12 AM 9:53

15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 594

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 25, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,413

Colles L. Courtney

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 31st day of August, 1964. The first insertion being made the 30th day of July, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,413 Equity

HUGH K. HOLMES
Assignee
versus
COLTES L. COURTNEY

Ordered, this 28th day of July 1964, That the sale of the property in these proceedings mentioned made and reported by Hugh K. Holmes, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of August next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of August next.

The report states that the amount of sale was $3,000.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk,
A-20

FILED
1964 AUG 27 PM 2:36

No. M.G. 95-20

BOOK 155 PAGE 595

In the Case of

HUGH K. HOLMES, ASSIGNEE

VS.

COLTES L. COURTNEY

In the

Circuit Court

For

Anne Arundel County

No. 16413 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 SEP -8 AM 9:06

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 24th day of September, 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 SEP 24 AM 9:39

17

Dr. Mortgaged Real Estate of Coltes L. Courtney

In Acct. with Hugh K. Holmes, Assignee

						Cr.	
By	Amount of Sale as per Assignee's Report						
	of Sale filed			3000	00		
By	Interest, 6% on deferred payment,						
	$2,600.00 from 7/27/64 to 8/31/64			17	26		
By	Adjustment, 1964 taxes from 7/27/64 to						
	12/31/64			25	00		
By	Adjustment, 1964 Sanitary Commission						
	charges			6	12		
						3048	88
To	Assignee, for fee, viz	50	00				
To	Assignee, for commission, viz	120	00				
				170	00		
To	Assignee, for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	29	25				
	Clerk, recording assignment	1	00				
	Auditor, this account	25	00				
				65	25		
To	Assignee, for expenses, viz						
	Capital-Gazette Press Inc.						
	Advertising & Nisi - Sale	87	18				
	Speer Publications Inc. - hand bills	20	09				
	Glens Falls Insurance Co. - bond-	16	00				
	Tim Coulbourn, auctioneer's fee	50	00				
	1963 taxes and interest	57	59				
	1964 taxes and interest	60	01				
	1963 Sanitary Commission charges	16	24				
	1964 Sanitary Commission charges	15	06				
	Open water bill	13	50				
	½ Federal and State Revenue stamps	4	95				
	Notary fees	2	00				
				342	62		

To	Harry L. King and Constance G. King,						
	his wife, Mortgagees, on account of						
	Mortgage claim	2471	01				
				2471	01		
						3048	SS
	Balance due on Mortgage as per claim						
	filed	3701	03				
	Interest, 6% on principal balance,						
	$3113.86, from 6/16/64 to 9/21/64	49	30				
		3750	33				
	Credit amount allowed above	-2471	01				
	This amount subject to decree in						
	personam	1279	32				

Present Fair Market Value: $10,000.00

BOOK 155 PAGE 598

COMMODORE LAND CORP.

VS.

THOMAS ROWLAND TEETS and
MARY S. TEETS, his wife

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

No. 16,335

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 5th day of August, A. D. 1960, the defendant executed and delivered to as Buyers, to the Plaintiff, as Seller, a Land Installment Contract of Sale upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the principal balance debt of $ 10,490.00 and interest as therein mentioned, wherein said Defendants 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 Land Installment Contract of Sale; all which will appear from said Land Installment Contract of Sale marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition. And whereas, said Land Installment Contract of Sale is now in default and the provisions of Article 21, Section 113, of the Annotated Code of Maryland have been complied with as per the attached Affidavit of Certification marked "Petitioner's Exhibit No. 2", and also filed herewith as part of this Petition.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said Land Installment Contract of Sale.

And as in duty, &c.

FILED

1964 MAY -6 AM 10: 09

Manley F. Gately
233 Equitable Building
Baltimore, Maryland 21202
SAratoga 7-3868 *Attorney for Plaintiff*

No. 16,335

Standard Land Installment Contract

Approved by Real Estate Board of Greater Baltimore

BOOK 155 PAGE 599

This Agreement of Sale, made this 5th day of August

19 60, between Commodore Land Corp.

, who resides at

and whose post-office address is 235 Equitable Building, Baltimore 2, Maryland

Seller, and Thomas Rowland Teets and Mary S. Teets, his wife

who resides at and whose post-office

address is 2213 Brookfield Avenue, Baltimore 17, Maryland, Buyer

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in the Fifth Election District of Anne Arundel County, State of Maryland and known as 1017 Genine Drive and being Lot No. 19, Block K as shown on Plat #1 Country Club Manor.

at and for the cash price of $ 10,490.00

Fees and other charges, if any $ none

Insurance, covering loss by fire, Homeowner's Policy

,

in the amount of $ 10,500.00, payable to Seller and/or Buyer as their interests may appear.

Policy expires August 5, 1961

Total Purchase Price $ 10,490.00

Paid on account by Buyer $ 252.55

Principal balance owed by Buyer $ 10,237.45

The above principal balance, together with the following listed property expenses, shall be paid by Buyer to Seller at

(Place of payment) 235 Equitable Building, Baltimore 2, Maryland

in consecutive (monthly) (~~weekly~~) installments of $ 110.00 each, which shall severally become due and payable on the first day of each and every (month) (~~week~~) beginning with the first installment due on the first day of September, 19 60.

Interest at 6 % per annum on present unpaid balance of purchase price.

Annual Ground Rent (if any) $ 150.00

Present Annual Taxes estimated $ 157.00

Estimated Annual Water Rent and sewer $ 45.50

Insurance Premiums $ 49.70

Other Public Charges, as follows: $

Said installment payments shall first be applied by the Seller, as provided in Chapter 596 of the Laws of Maryland, 1951, to the payment of (a) taxes, assessments and other public charges levied or assessed against said property and paid by the Seller; (b) ground rent, if any, paid by the Seller; (c) insurance premiums on said property paid by the Seller; (d) interest on unpaid balance owed by the Buyer; (e) principal balance owed by Buyer. As the principal balance is reduced the amount of interest charged will become less, so that payments on principal will be correspondingly increased. It is understood that taxes, water rent and other public charges may vary from time to time, and that in the event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges the difference shall be credited to the unpaid balance of the purchase price.

Seller agrees that Buyer shall have the right to accelerate any or all installment payments.

Collateral security (if any) taken for vendee's obligation under this contract: none

FILED

1964 MAY -6 AM 10:09

EXHIBIT # ONE

It is understood and agreed that, at any time during the life of this contract, upon thirty days written notice and demand by the Seller, Buyer shall accept a conveyance of the premises, pay the customary transfer charges, and execute a purchase money mortgage or mortgages to the Seller, or to a mortgagee or mortgagees procured by the Seller, in the amount of the unpaid principal balance then owing under this contract, said mortgage or mortgages to contain the provisions and covenants set forth in Section 119 (6) of Chapter 596 of the Laws of Maryland, 1951. Payments under such mortgage or mortgages shall not be in excess of the periodic payments required under this contract. When any mortgage or mortgages is executed pursuant to the Seller's demand under this paragraph, Buyer shall be liable for the expenses set forth in said Section 119 (6) of said Chapter 596, and the deed and mortgage or mortgages executed pursuant to this paragraph shall entirely supersede this contract.

The Seller shall have the right at all times to mortgage the property and to maintain a mortgage or mortgages thereon in accordance with the provisions of Section 119 (5A) of Chapter 596 of the Laws of Maryland, 1951.

Any such mortgage or mortgages executed under the provisions of this paragraph shall be for such term as may be required to amortize completely said principal sum, together with interest at the rate of...6..... per cent per annum (not more than six per cent per annum), and the expenses as described herein, upon the payment of periodic amounts not greater than those required under this contract.

The Buyer agrees:

1. To keep the premises in good order and in as good condition as when received, the natural wear and decay of the property excepted.
2. That he will not assign or transfer this agreement without the written consent of the Seller.
3. That all necessary alterations or repairs shall be made by him at his own expense.
4. That he will make the payments provided hereunder when and as they become due.
5. That he will not do, suffer or permit anything to be done in or about the premises which will contravene the policies of insurance against loss by fire.
6. That he will not use or permit the use of the premises for purposes other than those of a dwelling.
7. That he will not rent the premises in whole or part without first obtaining the written consent of the Seller.

8. That he will comply with all local and other laws and regulations governing occupancy and use of the said premises.

Said property has been inspected by Buyer prior to the date of this contract and Buyer accepts it in its present condition. There are no collateral understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller.

THE SELLER ~~has~~ has not received notice from a public agency requiring repairs or improvements to be made to the property herein described.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance, shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or right of possession has been given.

Ground rent, rent, water rent, taxes (including Metropolitan District charges for water and sewer, if any) and other public charges, on an annual basis, against the premises shall be apportioned as of August 5, 1960, at which time right of possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract, at the expense of the Buyer.

DEFAULT: Failure of Buyer to make payments as herein provided or to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default, and shall, in addition to other remedies provided by law, entitle the Seller to make a sale of the property in accordance with the provisions of Sec. 122 of said Chapter 596, Laws of Maryland, 1951. Said Buyer hereby assents to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court Number Two of Baltimore City, or by the Circuit Court for the County in which the property is located, for a sale of said property in accordance with the provisions of said Sec. 122 of Chapter 596, Laws of Maryland, 1951. And upon any sale of said property under the powers hereby granted, the proceeds shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; second, to the extinguishment of all claims of the Seller herein, his, its, or their heirs, executors, administrators, successors, or assigns, whether the same shall have then matured or not, and third, the balance, if any, to the Buyer herein, his or their heirs, executors, administrators, or assigns.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

Witness in duplicate the hands and seals of the parties hereto the day and year first above written.

COMMODORE LAND CORP. INCORPORATED 1958 MARYLAND

NOTICE TO BUYER

You are entitled to a copy of this contract at the time you sign it.

Witness ..... Commodore Land Corp. (SEAL)
Seller's Signature

Witness ..... By Marley J. Staley (SEAL)
Seller's Signature Vice President

Date signed by Seller August 5, 1960

Witness ..... Thomas R. Teets (SEAL)
Buyer's Signature

Witness ..... Mary L. Teets (SEAL)
Buyer's Signature

Date signed by Buyer August 5, 1960

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyer hereby acknowledges receipt of copy of the foregoing contract this

5th day of August 1960.

WITNESS ..... Thomas R. Teets Buyer

WITNESS ..... Mary L. Teets Buyer

Petitioner's Exhibit No. 2

BOOK 155 PAGE 604

COMMODORE LAND CORP.	:	IN THE
vs.	:	CIRCUIT COURT
THOMAS ROWLAND TEETS and MARY S. TEETS, his wife	:	OF
	:	ANNE ARUNDEL COUNTY
	:	No. 16,335
	:	
	: : :	

AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 30th day of April, 1964, before me, the undersigned subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Manley F. Gately, Attorney for Commodore Land Corp., the Plaintiff herein, and he certified and made oath in due form of law that the provisions of Article 21, Section 113, of the Annotated Code of Maryland have been complied with as per the attached data.

WITNESS the signature of the Affiant and my hand and Notarial Seal.

Manley F. Gately, Affiant

Joann V. Field, Notary Public

CARDIN AND CARDIN
ATTORNEYS AT LAW
SUITE 233 EQUITABLE BLDG.
ALVERT AND FAYETTE STS.
BALTIMORE 2, MD.

4

FILED
1964 MAY -6 AM 10:09

BOOK 155 PAGE 602

March 23, 1964

CERTFOED MAIL RETURN RECEIPT REQUESTED

Mr. Thomas R. Teets
1017 Genine Drive
Glen Burnie, Maryland

Dear Mr. Teets:

Your account is now past due as follows:

No. 16,335 Equity

January - $ 59.04
February - 110.00
March - 110.00

$279.04 - Total

In accordance with the provisions of the Maryland Code, you are hereby notified that thirty days from date, foreclosure proceedings will be instituted without further notice to you.

The Accounting Department has been instructednot to accept any amount less than the total due.

Very truly yours,

COMMODORE LAND CORP.

MFG/es

Manley F. Gately
Vice President

INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ Deliver ONLY to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT
Received the numbered article described on other side.
SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED
SHOW WHERE DELIVERED (only if requested)
3/27/64
E55—16—71548-5—F GPO

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO	POSTMARK OR DATE
Thomas R. Teets	
STREET AND NO. 1017 Genine Drive	3/26/64
CITY, STATE, AND ZIP CODE Glen Burnie, Maryland	

If you want a return receipt, check which
[xx] 10¢ shows to whom and when delivered
☐ 35¢ shows to whom, when, and address where delivered
If you want delivery only to addressee, check here ☐ 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

FILED
1964 MAY -6 AM 10:09

POD Form 3800 July 1963 NO INSURANCE COVERAGE PROVIDED— NOT FOR INTERNATIONAL MAIL (See other side)

No. 641534

EXHIBIT #3

~~STATEMENT OF MORTGAGE CLAIM~~

BOOK 155 PAGE 603

COMMODORE LAND CORP.

vs.

THOMAS ROWLAND TEETS and
MARY S. TEETS, his wife

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE~~ ANNE ARUNDEL COUNTY

No. 16,335

~~STATEMENT OF MORTGAGE DEBT~~

STATEMENT OF BALANCE DUE

Amount of Purchase Price (G. R. - $150.00 yr.)		$10,490.00
Paid on Account		1,401.05
Balance -		$ 9,088.95
Interest accrued from 1/1/64 to 4/30/64		186.08
		$ 9,275.03
Sewer & Water Benefit accrued from 1/1/64 to 4/30/64	-$15.17	
Ground Rent " " " " "	- 50.00	
Taxes " " " " "	- 69.50	
		134.67
Net Balance Due -		$ 9,409.70

Plus $1.122 expense per day after 4/30/64 and $1.568 interest per day after 4/30/64 to date of sale, to be calculated by Court auditor.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 30th day of April 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 Jacob L. Cardin, President of Commodore Land Corp.,

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 MAY -6 AM 10:09

As witness my hand and Notarial Seal,

Joann V. Field, *Notary Public.*

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

BOOK 155 PAGE 604

COMMODORE LAND CORP.

vs.

THOMAS ROWLAND TEETS and MARY S. TEETS, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Docket ..... **Folio** .....

No. 16,335

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 Jacob L. Cardin, President of Commodore Land Corp.,

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.

Jacob L. Cardin
Affiant.
Jacob L. Cardin

Subscribed and sworn to before me this 30th day of April, 1964.

Joann V. Field
Notary Public
Joann V. Field

FILED
1964 MAY -6 AM 10:09

BOOK 155 PAGE 605

DECREE FOR SALE OF ~~MORTGAGE~~ PREMISES

COMMODORE LAND CORP.

vs.

THOMAS ROWLAND TEETS and
MARY S. TEETS, his wife

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 16,335

.....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 May, in the year nineteen hundred and sixty-four, by the Circuit Court of Baltimore City, **ADJUDGED, ORDERED and DECREED,** that the ~~mortgaged~~ property in the proceedings mentioned be sold, at or after any one of the periods limited in the ~~mortgage~~ Land Installment Contract of Sale filed for the forfeiture of said ~~mortgage~~ Land Installment Contract of Sale; that Jerome S. Cardin be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Ten Thousand ($10,000.00) ------- 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 ~~public~~ notice by advertisement, inserted in such daily newspaper or newspapers published in the City of ~~Baltimore~~ Annapolis, * ~~at least once a week for three successive weeks before the day~~ of the time, place, manner and terms of sale, which shall be cash, deposit of $ 100.00 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 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~~ Defendants and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the ~~mortgage~~ principal balance claim, duly verified by affidavit, as required by law, be filed in said cause.

* at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale. (Md. Rule W 74 - 2 (i))

George Sachse
Judge

FILED
1964 MAY -8 PM 2:54

No. 16,335 Equity

BOOK 12 PAGE 413

BOOK 155 PAGE 606

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

A STOCK COMPANY

60 JOHN STREET
NEW YORK

BOND NO: 0466-0349-0961-64

Know All Men By These Presents:

THAT WE, Jerome S. Cardin - 233 Equitable Building - 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 TEN THOUSAND AND NO/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 22nd day of May in the year of our Lord one thousand nine hundred and sixty-four

WHEREAS, the above bounden Jerome S. Cardin

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 1017 Genine Avenue - Glen Burnie, Maryland mentioned in the proceedings in the case of

Commodore Land Corporation

vs.

Thomas Rowland and Mary S. Teets

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Jerome S. Cardin does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Jerome S. Cardin (SEAL)

(SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

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

ATTEST: Witness as to Surety:

J. McDuffie

J. McDuffie

Bond approved this 26th day of May, 1964

Louis N. Phipps, Clerk

FILED

1964 MAY 26 AM 10:11

1-307-Md. Trustee—Receiv... 200-9-51

MANLEY F. GA Y,
Solicitor
Equitable Bldg.,
Baltimore, Md.

Trustee's Sale

ONE-STORY RANCH DWELLING

KNOWN AS
1017 GENINE DRIVE
(COUNTRY CLUB MANOR SECTION)
SALE ON PREMISES

WED., MAY 27, 1964
AT
2:00 O'CLOCK P.M.

By virtue of a Decree of the Circuit Court of Anne Arundel County, in Equity, the undersigned Trustee will sell at public auction as follows:

Known and designated as Lot No. 19 Block K-Plat No. 1, Country Club Manor, said plat being recorded among the land records of Anne Arundel County in Plat Book 30 folio 53. Known as 1017 Genine Drive. Subject to an annual ground rent of $150.00, and improved by a one-story frame ranch dwelling. Gas hot air heat.

TERMS OF SALE: Deposit of $500 at time of sale. Balance in cash upon ratification of the sale by the Circuit Court of A. A. County, in Equity. All adjustments as of date of sale. Interest on unpaid purchase money from day of sale to date of settlement. Cost of all documentary stamps to be borne by the Purchaser.

Jerome S. Cardin, Trustee
A. J. BILLING & CO., AUCTS.
16 E. Fayette Street,
Baltimore 2, Md. PL. 2-8440
M-25

No 10

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 155 PAGE 607

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 25, 1964

We hereby certify, that the annexed

Trustee's Sale
1017 Genine Drive
Country Club Manor Section
No. 16,335 Equity

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 27th day of May, 1964. The first insertion being made the 11th day of May, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 MAY 27 PM 1:52

By H. Tilghman

STATE OF MARYLAND, Balto. County, , Sct.:

I HEREBY CERTIFY, That on this 27 th DAY OF May,

19 64, before me, the subscriber, a Notary Public of the State of Maryland,

in and for Baltimore County, State - - - - AFORESAID, personally appeared

[illegible], Purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said Property No. ~~1017 Genine Dr.~~ Country Club Manor, A.A.Co., Md. mentioned in the said Report of Sale.

[illegible]
Purchaser

[illegible]
Notary Public

JACK F. BILLIG NOTARY PUBLIC BALTIMORE CO., MD.

(Rule BR 6-2 Sale of Real Property or Chattels Real and BR 6-C-3 Affidavit of Purchaser) Page 519 & 520

FILED

1964 JUN 25 AM 10: 13

REPORT OF SALE

BOOK 155 PAGE 609

COMMODORE LAND CORP.

vs.

THOMAS ROWLAND TEETS and
MARY S. TEETS, his wife

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

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

The Report of Sale of Jerome S. Cardin, ----------

Trustee, appointed by the decree in the above entitled cause, to make sale of

---------- 1017 Genine Drive, Glen Burnie, 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 Sunpapers and Maryland Gazette

---------- daily newspapers published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee, Jerome S. Cardin, ----- did pursuant to said notice on Wednesday, the 27th day of May, 1964, at 2:00 o'clock P. M. attend on the premises and then and there sold property no. 1017 Genine Drive, Glen Burnie, Maryland, at and for the price of $9,000.00, subject to the annual rent of $150.00, to Commodore Land Corp., it being the highest bidder.

Jerome S. Cardin, Trustee

FILED
1964 JUN 25 AM 10: 13

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 23rd day of June, 19 64, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Jerome S. Cardin, ----------

---------- 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.

Joann V. Field — *Notary Public.*

ORDER NISI

BOOK 155 PAGE 610

COMMODORE LAND CORP.

versus

THOMAS ROWLAND TEETS and
MARY S. TEETS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,335 Equity

Ordered, this 25th day of June, 1964, That the sale of the property in these proceedings mentioned made and reported by Jerome S. Cardin, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of August next.

The report states that the amount of sale was $ 9,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Manley F. Gately
(Final Order)

For: Maryland Gazette (July 2nd Edition)

COMMODORE LAND CORP.

versus

THOMAS ROWLAND TEETS and
MARY S. TEETS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of August, 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.

JUDGE.

FILED

1964 AUG -5 AM 11:29

13

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 16,335 Equity

COMMODORE LAND CORP.
versus
THOMAS ROWLAND TEETS
and
MARY S. TEETS, his wife

Ordered this, 25th day of June 1964, That the sale of the property in these proceedings mentioned made and reported by Jerome S. Cardin, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary therefore be shown on or before the 3rd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of August next.

The report states that the amount of sale was $9,000.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
Jy-23

FILED
1964 JUL 24 PM 3:01
No. M. G. 6-25-2

19

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLOER OF CONTRACT FOR ANNE ARUNOEL COUNTY AOVERTISING

BOOK 155 PAGE 611

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 24, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,335

Thomas Rowland Teets

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 August, 1964. The first insertion being made the 2nd day of July, 1964

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

COMMODORE LAND CORP.

VS.

THOMAS ROWLAND TEETS AND
MARY S. TEETS, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,335 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 SEP 15 PM 4:25

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 1st day of October, 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 OCT -1 AM 10:06

15

14

Dr. Real Estate of Thomas Rowland Teets and
Mary S. Teets, his wife

BOOK 155 PAGE 613

In Acct. with Jerome S. Cardin, Trustee

				Cr.			
By	Amount of Sale, as per Trustee's Report of Sale filed			9,000	00		
By	Interest, 6% on deferred payment $8500.00 from 5/27/64 to 8/6/64			99	16		
By	Adjustment, taxes from 5/27/64 to 12/31/64			123	90		
						9,223	06
To	Trustee for commission, viz	300	00				
				300	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	25	00				
				63	00		
To	Trustee for expenses, viz						
	Capital-Gazette Press Inc.						
	Advertising & Nisi - Sale	57	00				
	Sunpapers - Advertising - Sale	17	20				
	New Amsterdam Casualty Co. - bond	40	00				
	A. J. Billig & Co. auctioneer's fee	50	00				
	Adjustment, ground rent	47	00				
	Notary fees	1	00				
				212	20		
To	Commodore Land Corp. Contract Seller, on account of claim	8,647	86				
				8,647	86		
						9,223	06
	Balance due on Land Installment Contract, as per claim filed	9,409	70				
	Interest 6%, on principal balance, $9,223.62 from 5/1/64 to 9/28/64	227	51				
		9,637	21				
	Credit amount allowed above	8,647	86				

This amount subject to decree in personam 989 35