EUGENE J. SILVERMAN, Assignee
215 N. Calvert Street
Baltimore, Maryland 21202

Vs.

DOUGLAS STEWART McLEOD and
HAZEL D. McLEOD

BOOK 156 PAGE 1

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 16,383

.. ..

PETITION TO DOCKET SUIT

MR. CLERK:

Please docket the within suit and file the Mortgage as an Exhibit.

Eugene J. Silverman, Assignee

FILED

1964 MAY 28 PM 12:11

BOOK 156 PAGE 2

LIBER 992 PAGE 301

FHA Form No. 2127-H
(Revised January 1953)

No. 16,383 Equity

MORTGAGE

THIS MORTGAGE, Made this 28th day of DECEMBER, A. D. 19 55, by and between DOUGLAS STEWART McLEOD and HAZEL D. McLEOD, his wife,

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

- - - - - -MERCHANTS MORTGAGE COMPANY- - - - - - -

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

WHEREAS, the Mortgagor ~~being a corporation duly qualified to do business~~,* is justly indebted to the Mortgagee for borrowed money in the principal sum of TEN THOUSAND NINE HUNDRED & - - - - - - -00/100 Dollars ($ 10,900.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of MERCHANTS MORTGAGE COMPANY, , in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of FIFTY-FIVE & -26/100 Dollars ($ 55.26), commencing on the first day of FEBRUARY, 19 56, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of JANUARY, 19 86. 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 lot(s) of ground situate, lying and being in 5th Dist. Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

16—55500-5

ALL that lot of ground known and designated as Lot No. 56 as shown on the Plat of the Subdivision of Capital Hill Homes, Inc., recorded among the Plat Records of Anne Arundel County in Plat Book No. 26, Folio 7.

The improvements thereon being known as No. 107 Allen Road.

BEING the same lot of ground which by assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel immediately prior hereto, was granted and conveyed by Capital Hill Homes, Inc., to Douglas Stewart McLeod and Hazel D. McLeod, his wife.

FILED

1964 MAY 28 PM 12:58

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

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For Value Redeived and without recourse MERCHANTS MORTGAGE COMPANY hereby assigns the within mortgage and the debt secured thereby unto SAVINGS INSTITUTION OF SANDY SPRING, Sandy Spring, Md. As witness the signature of its Vice President and the seal of said body corporate this thirteenth day of February 1958.

MERCHANTS MORTGAGE COMPANY

TEST

By George L Schnader Sr - Vice President

By Geo L Saur - Secretary

For value received Savings Institution of Sandy Spring, Sandy Spring, Maryland, hereby assigns the within mortgage to Eugene J. Silverman, Attorney, for purposes of foreclosure.

As WITNESS the hand of the President of the Savings Institution of Sandy Spring and the corporate seal this 23rd day of April, 1964.

SAVINGS INSTITUTION OF SANDY SPRING

TEST:

158865

Francis Miller, President

Francis Snowden, Secretary

1964 MAY 28 PM 12:30 LIBER LNP

LIBER 992 PAGE 302

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 and Eight Dollars ($108.00), payable in equal semi-annual installments on the twenty-eighth days of June and December in each and every year.**

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

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

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

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (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 **sixty** 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 **sixty 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 LeRoy E. Hoffberger, 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 Fifty & - - - - - - - - - - 00/100 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), their heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

Witness:

Douglas Stewart McLeod [SEAL]
(Douglas Stewart McLeod)

Beulah T. Saltz
(Beulah T. Saltz)

Hazel D. McLeod [SEAL]
(Hazel D. McLeod)

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: LIBER 992 PAGE 305

I HEREBY CERTIFY, That on this 28th day of DECEMBER, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared DOUGLAS STEWART McLEOD and HAZEL D. McLEOD, his wife, the above-named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared C. EDGAR SMITH, JR., 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.

Beulah T. Saltz
(Beulah T. Saltz) Notary Public.
My commission expires May 6, 1957

Rec'd for record Dec. 31, 1955, at 11:31 A.M.
Mailed to Samuel H. Hoffberger

Return to Equity Dist. 16,383

SHORT ASSIGNMENT OF MORTGAGE

FROM

MERCHANTS MORTGAGE COMPANY
E 25 N Howard St
Balto 1, Md

TO

SAVINGS INSTITUTION OF SANDY SPRING
Sandy Spring Md

Received for Record ..... 19 ..... o'clock ..... M. Same day recorded in Liber ..... No. ..... Folio ..... of the Anne Arundel Records of Anne Arundel County, and examined.

Clerk.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1958 FEB 14 AM 9:05
& RECORDED IN LIBER GTC
NO 992 FOLIO 305
MICROFILM CLERK

BALTIMORE 2, MARYLAND

STATEMENT OF MORTGAGE CLAIM BOOK 156 PAGE 6

EUGENE J. SILVERMAN, Assignee

vs.

DOUGLAS STEWART McLEOD AND

HAZEL D. McLEOD

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No 16,383 Equity

STATEMENT OF MORTGAGE DEBT

Original Mortgage	$10,900.00
Dated	December 28, 1955
Outstanding Principal Balance	$9,403.54
Interest Due to April 30, 1964	424.08
Total Amount Due as of 4/30/64	$9,827.62

Francis Miller

President

Savings Institution of Sandy Springs
Sandy Springs, Maryland

FILED
1964 MAY 28 PM 12:17

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ Montgomery County, Sct.

I HEREBY CERTIFY, That on this 4th 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~~ County of ~~Anne Arundel~~, personally appeared Francis Miller, President of SAVINGS INSTITUTION OF SANDY SPRINGS, Sandy Springs, Maryland, 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,

Janice H. Boyd, Notary Public
My Commission Expires May 3, 1965

Janice H. Boyd
Notary Public.

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

BOOK 156 PAGE 7

EUGENE J. SILVERMAN, Assignee

vs.

DOUGLAS STEWART McLEOD and

HAZEL D. McLEOD

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

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

No 16,383 Equity

Military Affidavit

STATE OF MARYLAND, ~~City of Baltimore~~ County of ~~Anne Arundel~~, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said ~~County~~, personally appeared STANLEY STABLER, Loan Officer, SAVINGS INSTITUTION OF SANDY SPRINGS, Sandy Springs, Maryland, and made oath in due form of law that he (she) knows the defendants herein, and that to the best of his (her) information, knowledge and belief

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

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

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

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

Stanley Stabler
Affiant.

Stanley Stabler, Loan Officer
Savings Institution of Sandy Springs

Subscribed and sworn to before me this 24th day of MAY 19 64

Jamie H. Boyd
Notary Public

FILED
1964 MAY 28 PM 12:17

7

BOOK 156 PAGE 8

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

BOOK 12 PAGE 426

BOND NO. 77 97 075

No 16,383 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Eugene J. Silverman, 215 N. Calvert Street Baltimore, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of 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, 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 9th day of June in the year of our Lord 1964

Whereas, the above bounden Eugene J. Silverman, Assignee

by virtue of the power contained in a mortgage from Douglas Stewart McLeod and Hazel D. McLeod

to Merchants Mortgage Company

bearing date the 28th day of December, 1955 and recorded among the mortgage records of Anne Arundel County in Liber GTC No. 992 Folio 301 and Eugene J. Silverman, Assignee

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Eugene J. Silverman, Assignee

do and shall well and truly and faithfully perform the trust reposed in under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Eugene J. Silverman, Assignee

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:

Margaret J. Brennan

Eugene J. Silverman (SEAL)

(SEAL)

Witness:

Hilda V. Hunter

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Karl L. Johnston, *Attorney-in-Fact*

As to Surety

Bond approved this 11th day of June 1964

Louis M. Phipps, Clerk

MD3228a—500, 6-63 163810
Mortgagee's or Attorney's Bond

FILED

1964 JUN 11 AM 10 01

8

EUGENE J. SILV' 'AN
Solicitor
215 N. Calvert Street
Baltimore 2, Maryland

Assignee's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a mortgage from DOUGLAS STEWART McLEOD and HAZEL D. McLEOD, his wife, to MERCHANTS MORTGAGE COMPANY dated December 28, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 992, folio 301, and subsequently assigned to SAVINGS INSTITUTION OF SANDY SPRING, MD., on the 13th day of February, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 992, folio 305 (default having occurred thereunder) the undersigned Assignee will sell at public auction on

MONDAY, JUNE 29, 1964

AT 2:00 P.M.

all that leasehold lot of ground and improvements thereon known as Lot 56 as shown on the Plat of Capital Hill Homes, Inc., recorded among the Plat Records of Anne Arundel County in Plat Book No. 26, folio 7. The improvements known as No. 107 Allen Road.

Subject to the payment of an annual ground rent of $108.00 issuing out of said lot, and to any restrictive covenants and public utility agreements affecting said property.

The improvements consisting of a split-level frame dwelling, containing five rooms and one bath with modern facilities.

Terms of Sale: A cash deposit of $500.00 will be required of the purchaser; balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County, to bear interest from the date of sale to date of settlement. Taxes, ground rent and all other expenses, including A.A. County Sanitary Commission charges, if any, and all other assessments and public charges, to be adjusted to date of sale.

EUGENE J. SILVERMAN,
Assignee of
SAVINGS INSTITUTION
OF SANDY SPRING, MD.

Alex Cooper, Auctioneers, Inc.
212 N. Calvert Street
Baltimore 2, Maryland Ju-25

OFFIC' OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 9

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 26, 1964

We hereby certify, that the annexed

Assignee's Sale

Douglas Stewart McLeod

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 4th day of June, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By

FILED
1964 JUN 30 PM 1:42

STATE OF MARYLAND, CITY BALTIMORE Sct: BOOK 156 PAGE 10

I HEREBY CERTIFY, that on this 29th day of July, 1964, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Baltimore City~~ Montgomery County, personally appeared Francis Miller Savings Institution of Sandy Spring, Md ~~Baltimore County~~ purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, or he ~~purchased~~ same as ~~agent and his principal~~ is _____, and that he ~~has~~ did not directly or indirectly discouraged anyone from bidding for the said _____ mentioned in the said Report of Sale.

Savings Institution of Sandy Spring, Md

By Francis Miller (SEAL) Jamie H Boyd
President Purchaser President Notary Public

Jamie H. Boyd, Notary Public
My Commission Expires

_____
Purchaser

FILED
1964 JUL 10 AM 9:40

10

Eugene J. Silverman Assignee
for Savings Institution of Sandy
Spring
vs
Douglas Stewart McLeod
Hazel D. McLeod

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 29th day of June 1964, sold the property described in the attached advertisement ofsale at and for the sum of $9,800.00 to Savings Institution of Sandy Spring, Md. he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper - auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 29th day of June, 1964, purchased the property described in the attached advertisement of sale from Eugene J. Silverman, Assignee of Savings Institution of Sandy Spring, Md., at and for the sum of $ 9800.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

SAVINGS INSTITUTION OF SANDY SPRING, MARYLAND

By _____
Purchaser
~~Vice~~ President

FILED FILED 1964 JUL
10 AM 9:40

EUGENE J. SILVERMAN
Solicitor
215 N. Calvert Street
Baltimore 2, Maryland

Assignee's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a mortgage from DOUGLAS STEWART McLEOD and HAZEL D. McLEOD, his wife, to MERCHANTS MORTGAGE COMPANY dated December 28, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 992, folio 301, and subsequently assigned to SAVINGS INSTITUTION OF SANDY SPRING, MD., on the 13th day of February, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 992, folio 305 (default having occurred thereunder) the undersigned Assignee will sell at public auction on

MONDAY, JUNE 29, 1964

AT 2:00 P.M.

all that leasehold lot of ground and improvements thereon known as Lot 56 as shown on the Plat of Capital Hill Homes, Inc., recorded among the Plat Records of Anne Arundel County in Plat Book No. 26, folio 7. The improvements known as No. 107 Allen Road.

Subject to the payment of an annual ground rent of $108.00 issuing out of said lot, and to any restrictive covenants and public utility agreements affecting said property.

The improvements consisting of a split-level frame dwelling, containing five rooms and one bath with modern facilities.

Terms of Sale: A cash deposit of $500.00 will be required of the purchaser; balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County, to bear interest from the date of sale to date of settlement. Taxes, ground rent and all other expenses, including A.A. County Sanitary Commission charges, if any, and all other assessments and public charges, to be adjusted to date of sale.

EUGENE J. SILVERMAN,
Assignee of
SAVINGS INSTITUTION
OF SANDY SPRING, MD.

Alex Cooper, Auctioneers, Inc.
212 N. Calvert Street
Baltimore 2, Maryland Ju-25

EUGENE J. SILVERMAN, Assignee for SAVINGS INSTITUTION OF SANDY SPRING, MD.	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
DOUGLAS STEWART McLEOD and HAZEL D. McLEOD	*	ANNE ARUNDEL COUNTY
	*	Equity No. ~~[illegible]~~ No. 16, 383 Equity

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of EUGENE J. SILVERMAN, Assignee for SAVINGS INSTITUTION OF SANDY SPRING, MD., under a certain mortgage dated December 28, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 992, folio 301, from DOUGLAS STEWART McLEOD and HAZEL D. McLEOD to MERCHANTS MORTGAGE COMPANY and subsequently assigned to SAVINGS INSTITUTION OF SANDY SPRING, MD., on the 13th day of February, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 992, folio 305, respectfully states:

That default having occurred in the payment of the principal and interest secured by the aforesaid mortgage filed in this cause, and in the other terms and conditions thereof, your Assignee, acting under the power and authority conferred upon him by the Mortgagee pursuant to said mortgage, and having complied with all of the requirements of law, after giving notice of at least Twenty (20) days of the time, place and manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, and having general circulation therein, and after giving his approved bond for the faithful

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1964 JUL 10 AM 9:40

12

performance of his trust, did, pursuant to said notice of sale, on the premises on Monday, June 29, 1964, at two o'clock p.m., proceed to sell the leasehold property mentioned in these proceedings, to wit: Lot 56 as shown on the Plat of Capital Hill Homes, Inc., recorded among the Plat Records of Anne Arundel County in Plat Book No. 26, folio 7. The improvements thereon known as No. 107 Allen Road, Glen Burnie, Maryland, to the SAVINGS INSTITUTION OF SANDY SPRING, MD., Sandy Spring, Maryland, at and for the sum of Nine Thousand Eight Hundred ($9,800.00) Dollars, it being then and there the highest bidder therefor.

A Memorandum of Sale is filed herewith and marked as "Exhibit B"; a Certificate of Publication is filed herewith and marked "Exhibit C"; and Affidavit from the purchaser that it was the bona fide purchaser and not an Agent in said purchase, is filed herewith and marked "Exhibit D".

Eugene J. Silverman, Assignee for SAVINGS INSTITUTION OF SANDY SPRING, MD.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 9th day of Oct, 1964, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared EUGENE J. SILVERMAN, Assignee for SAVINGS INSTITUTION OF SANDY SPRING, MD. 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 is fairly made.

AS WITNESS my hand and Notarial Seal.

Notary Public

JUDICIAL SALES • REAL ESTATE SALES • MERCHANDISE SALES • APPRAISALS

Oriental Rugs

Alex Cooper Auctioneers, Inc. AUCTIONEERS – REALTORS – APPRAISERS

OFFICE: PLAZA 2-4868
RES.: ROGERS 4-0091

212 N. CALVERT STREET
BALTIMORE 2, MARYLAND

June 30, 1964

Eugene J. Silverman, Assignee of
Savings Institution of Sandy Spring
215 N. Calvert Street
Baltimore, Md. 21202

REPORT OF SALE

PROPERTY: No. 107 Allen Road, Anne Arundel County

SOLD TO: Savings Institution of Sandy Spring

ADDRESS: .....

AMOUNT OF SALE: $9800.00

DEPOSIT: .....

Very truly yours,

ALEX COOPER, Auctioneer

By: Alex Cooper Jr.

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1964 JUL 10 AM 9:40

14-

ORDER NISI

BOOK 156 PAGE 15

EUGENE J. SILVERMAN, Assignee for SAVINGS INSTITUTION OF SANDY SPRING, MD.

versus

DOUGLAS STEWART McLEOD and HAZEL D. McLEOD

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,383 Equity

Ordered, this 10th day of July, 1964, That the sale of the property in these proceedings mentioned made and reported by Eugene J. Silverman, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 9,800.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Eugene J. Silverman, Attorney
(Final Order)

For: Maryland Gazette (July 16th Edition)

EUGENE J. SILVERMAN, Assignee for SAVINGS INSTITUTION OF SANDY SPRING, MD.

versus

DOUGLAS STEWART McLEOD and HAZEL D. McLEOD

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of August, 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.

C. Brice Marbury

JUDGE.

FILED

1964 AUG 18 AM 10: 36

15

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,383 EQUITY
EUGENE J. SILVERMAN, Assignee for SAVINGS INSTITUTION OF SANDY SPRING, MD.
versus
DOUGLAS STEWART McLEOD
and
HAZEL D. McLEOD

Ordered, this 10th day of July, 1964, That the sale of the property in these proceedings mentioned made and reported by Eugene J. Silverman, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of August next; Provided, a copy of this Order be inscrted 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 $9,800.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
A-6

No. M. G. 9 3 1 E

16

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 16

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 7, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,383

Douglas Stewart McLeod

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. Leighton

In the Case of

EUGENE J. SILVERMAN, ASSIGNEE

VS.

DOUGLAS STEWART McLEOD, et al

In the

Circuit Court

For

Anne Arundel County

No. 16,383 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.

FILED
1964 SEP 15 PM 2:26

September 15, 1964

John H. Hopkins, IV, 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.

Clerk
Per: R. E. Wingert, deputy

FILED
1964 OCT -1 AM 10:06

17

Dr. EUGENE J. SILVERMAN, Assignee vs. DOUGLAS STEWART McLEOD, et al

In Acct. with EUGENE J. SILVERMAN, Assignee

					Cr.	
1964, June 29,						
Proceeds of Sale	9,800	00				
Interest on deferred payment of $9,300.00 from						
6/29/64 to 8/18/64	77	50	9,877	50		
					9,877	50
To Assignee for fee, viz:	50	00				
To Assignee for commissions, viz:	326	33	376	33		
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	77	00				
Capital Gazette Press - Order nisi, sale	15	00				
Alex Cooper, Inc. - auctioneer's fee	35	00				
Fidelity & Deposit Co. - bond premium	40	00				
One-half cost documentary stamps	16	50				
1963 County & State taxes	211	06				
1964 County & State taxes, adj. 1/1/64 to 6/29/64 (215.62)	107	26				
1963 Sanitary Liens	69	11				
Ground Rent 12/28/63 to 6/29/64 (108.00)	54	30				
1964 Sanitary charges,1/1/64 to 6/29/64 (58.54)	30	18				
L.N.Phipps, Clerk, recording short assmt. of mtge.	1	00				
Notary fees	1	50	657	91		
To Savings Institution of Sandy Springs, this						
balance on account of claim filed	8,782	76	8,782	76		
					9,877	50

Amount of Mortgage claim filed	9,827	62
Interest on principal balance of $9,403.54 from 4/30/64 to 10/1/64 - 154 days @ 4½%	178	57
	10,006	19
Credit - amount allowed above	8,782	76
Balance subject to Decree in Personam	1,223	43

BOOK 156 PAGE 20

OMER H. DINSMORE and
FANNIE R. DINSMORE, his wife
Box 176, Route #1
Severn, Maryland

Complainants

vs.

DAVID SCARLETT ROSS, Unmarried, Deceased
217 North Calvert Street,
Baltimore, Maryland, and his heirs:
MARY L. ROSS, Unmarried, and
JOSEPH H. ROSS, and
GERTRUDE ROSS, His Wife,
Jacksonville, Florida.
and
MARGARET ROSS, and
ANDREW ROSS, Junior, and
LEO ROSS, and LOIS ROSS, His Wife
Brunswick, Georgia
and
NON-RESIDENTS, the respective unknown
heirs and personal representatives,
devisees, judgment creditors, if any,
of the said persons, if now deceased,
and the wife of Andrew Ross, Junior,
if any, and the unknown heirs, personal
representatives, devisees, of the following
deceased persons:
ANDREW ROSS - HENRY ROSS - JOHN LEWIS ROSS -
BONNIE B. ROSS, -
UNION TRUST COMPANY (A Body Corporate)
Baltimore & St. Paul Streets,
Baltimore 2, Maryland,
FIRST NATIONAL BANK OF MARYLAND
(A Body Corporate)
Light and Redwood Streets
Baltimore 2, Maryland
AND all persons claiming or having any
interest in a tract of land containing
3.86 acres, more or less, in the Fourth
Election District of Anne Arundel County,
Maryland; being the same property which
by Deed, dated November 8, 1946, and
recorded in Liber J.H.H. 388, folio 218, from
the County Commissioners of Anne Arundel
County to Omer H. Dinsmore and Fannie R.
Dinsmore, his wife.

Respondents

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

EQUITY NO. 15,184

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants, OMER H. DINSMORE and FANNIE R. DINSMORE, his wife, by their Solicitor, Eleanor A. Crawford, respectfully aver:

1. That by Deed, dated November 8, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 388, folio 218, the

County Commissioners of Anne Arundel County conveyed a tract of ground, described as 3 acres, more or less, unto OMER H. DINSMORE and FANNIE R. DINSMORE, his wife, Complainants, herein, a certified copy of which Deed is filed herein, marked @Complainant's Exhibit No. 1" and prayed to be taken as a part hereof. Said lot of ground is described as follows:

"Being all that lot on the Old Annapolis Road between the properties of L. E. Cavetz and John Vogle and extending the length of the Cavetz property containing 3 qacres, more or less, and being a part of the property acquired by David Scarlett Ross and known as a part of the Murray tract."

2. That aforesaid description is inadequate and defective; and that said lot of ground was surveyed by James D. Hicks, County Surveyor, on April 20, 1962, and that survey revealed that said lot of ground should contain 3.86 acres of land, more or less, all according to plat attached hereto as Complainant's Exhibit No. 2 and prayed to be taken as a part hereof, and that the correct description of said land, as prepared by James D. Hicks is as follows:

"Beginning for the same at an iron pipe here set that marks the Southwesternmost corner of that conveyance from The County Commissioners of Anne Arundel County to Omer H. Dinsmore and Fannie R. Dinsmore, his wife by deed dated November 8, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 388, folio 218; said iron pipe and point of beginning is also North 42 degrees 16 minutes 40 seconds East 309.68 feet from and iron pipe here found that marks the Southeasternmost corner of that 23.5 more or less, acre tract conveyed to John Vogel and wife by Indenture G.W. No. 140, folio 423. Thence from the point of beginning so fixed binding on part of the outlines of said conveyance to John Vogel and wife, as corrected for magnetic declination, North 42 degrees 16 minutes 40 seconds East 57.33 feet to an iron pipe; thence North 37 degrees 57 minutes 30 seconds East 713.34 feet to an iron pipe; thence North 37 degrees 57 minutes 30 seconds East 322.0 feet to an iron pipe on the Southwest side of a 30 feet County Road leading from Severn Run to Gambrills; thence leaving said conveyance to Vogel and binding on said side of said County Road, South 19 degrees 13 minutes 20 seconds East 177.0 feet to an iron pipe; thence leaving said County Road and binding on the Southwesternmost side of that conveyance from Lycester E. Cavey and Mary E. Cavey, his wife to Omer H. Dinsmore and Fannie R. Dinsmore, his wife by deed dated February 6, 1946 and recorded among the Land Records of Anne ArundelCounty in Liber J.H.H. No. 351, folio 263, South 36 degrees 26 minutes 40 seconds West 992.75 feet to an iron pipe; thence leaving said last mentioned conveyance to Dinsmore and running North 53 degrees 22 minutes 40 seconds West 179.36 feet to the point of beginning.

Containing 3.86 acres of land, more or less, according to a survey and plat made by James D. Hicks, County Surveyor, dated April 1962.

Being and intended to be all of that conveyance from the County Commissioners of Anne Arundel County to Omer H. Dinsmore and Fannie R. Dinsmore, his wife by deed dated November 8, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 388, folio 218."

3. That the County Commissioners acquired said lot of ground by Tax Sale No. 4552, ratified on January 5, 1940, as part of tract containing approximately 90.3 acres, assessed on the tax roll to David S. Ross, and being part of the tract conveyed to said David S. Ross by The George M. Murray Sons Canning Company, recorded among aforesaid Land Records in Liber W.N.W. 76, folio 408, certified copy of which is filed herein, marked "Complainant's Exhibit No. 3".

4. That Tax Sale Certificate No. 3208-B was issued by Edward C. Bradley, Collector of Taxes, on August 24, 1962, unto the County Commissioners of Anne Arundel County, which Certificate has been assigned unto Omer H. Dinsmore and Fannie R. Dinsmore, his wife, Complainants herein, and which Certificate is attached hereto marked "Complainant's Exhibit No. 4", and prayed to be taken as a part hereof.

5. That the Judgment Creditors of David Scarlett Ross are: The First National Bank of Baltimore and The Union Trust Company of Maryland, as will be shown by reference to the Lien Docket.

6. That to redeem said lot, it is necessary that the Respondents pay the sum of $430.80 plus interest from November 8, 1946, all taxes, penalties, etc. accruing subsequent to date of deed to Complainants herein, and reimburse Complainants for amounts due under Article 81 of the Annotated Code of Maryland, 1951 Edition.

7. That the said tract of land has not been redeemed by any party in interest, although more than one year and a day from the date of sale has expired.

8. That the Complainants pray for process directed to the above named Respondents, their heirs and next of kin, and all other persons claiming by, through or under them, or having an interest in said lot of ground.

9. That Complainants pray for Order of Publication directed to all parties of interest.

10. That the Complainants pray for a final decree foreclosing all rights of redemption of the Respondents, their heirs and assigns, in and to the aforesaid property, and directing the Treasurer of Anne Arundel County to execute a deed covering the aforesaid 3.86 acre tract of land to the Complainants by the new and correct description contained in paragraph 2 hereinabove.

3

AND AS IN DUTY BOUND, ETC.

Omer H. Dinsmore
OMER H. DINSMORE

Fannie R. Dinsmore
FANNIE R. DINSMORE

Complainants

Eleanor A. Crawford
ELEANOR A. CRAWFORD
103 Crain Highway, S. E.
Glen Burnie, Maryland
So 6-1478
Solicitor for Complainants

STATE OF MARYLAND

to wit:

COUNTY OF ANNE ARUNDEL

I HEREBY CERTIFY, that on this 30th day of August, 1962, before me, the subscriber, a Notary Public in and for Anne Arundel County aforesaid, personally appeared OMER H. DINSMORE and FANNIE R. DINSMORE, his wife, the Complainants herein, and they made oath in due form of law that the matters and facts stated above are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

LINDA DARLENE KILLIAN NOTARY PUBLIC

Linda Darlene Killian
Notary Public

NO STAMPS REQUIRED:

THIS DEED, Made this 8 day of November, 1946; by and between the County Commissioners of Anne Arundel County, a body corporate, party of the first part, "GRANTOR", and OMER H. DINSMORE and FANNIE R. DINSMORE, his wife, parties of the second part, "GRANTEES", all of Anne Arundel County, State of Maryland.

WHEREAS, the hereinafter described property was assessed to DAVID SCARLETT ROSS, and sold in the year 1938 by JOSEPH H. PEPPER, Late Treasurer of Anne Arundel County unto the County Commissioners of Anne Arundel County, for non payment of County, State and School taxes, and

WITNESSETH: That for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the said GRANTOR does grant and convey unto the said Omer H. Dinsmore and Fannie R. Dinsmore, his wife, as tenants by the entireties, the survivor, his or her heirs and assigns in fee simple, all that parcel of ground in the Fourth Election District of Anne Arundel County, Maryland, and described as follows:

BEING all that lot of ground situate on the Old Annapolis Road between the properties of L.E. Cavetz and John Vogle; and extending the length of the Cavetz property. Containing 3 acres of land, more or less; and being a part of the property acquired by David Scarlett Ross and known as a part of the Murray tract.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Omer H. Dinsmore and Fannie R. Dinsmore, his wife, as tenants by the entireties, the survivor, his or her heirs and assigns in fee simple.

WITNESS the corporate seal of the said body corporate and the signature of John J. Levay, its President thereof.

WITNESS: (CORPORATE SEAL) COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY,

a body corporate.

R. HARRY ARNOLD BY: JOHN J. LEVAY, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 8 day of November, 1946, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate, and he acknowledged the foregoing deed to be the act and deed of the said body corporate.

EXHIBIT 1

BOOK 156 PAGE 25

219

J.H.H. #388

WITNESS my hand and Notarial Seal.

MABEL M. STEVENSON

(NOTARIAL SEAL) NOTARY PUBLIC

Recorded 9th. November, 1946 at 9:45 A.M.

1

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber J.H.H. No. 388 folio 218 one of the LAND Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 5th day of September A. D., 1962.

Jessie M. Phillips

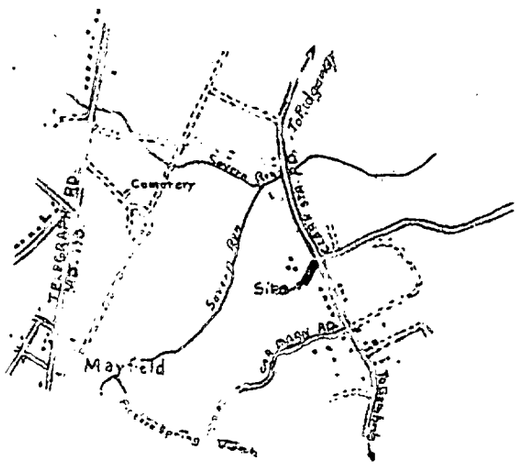
Clerk of the Circuit Court for Anne Arundel County

FILED 1962 Sep. 14 A M 11.23

EXHIBIT - 1

file # 62-9-012

BOOK 156 PAGE 26



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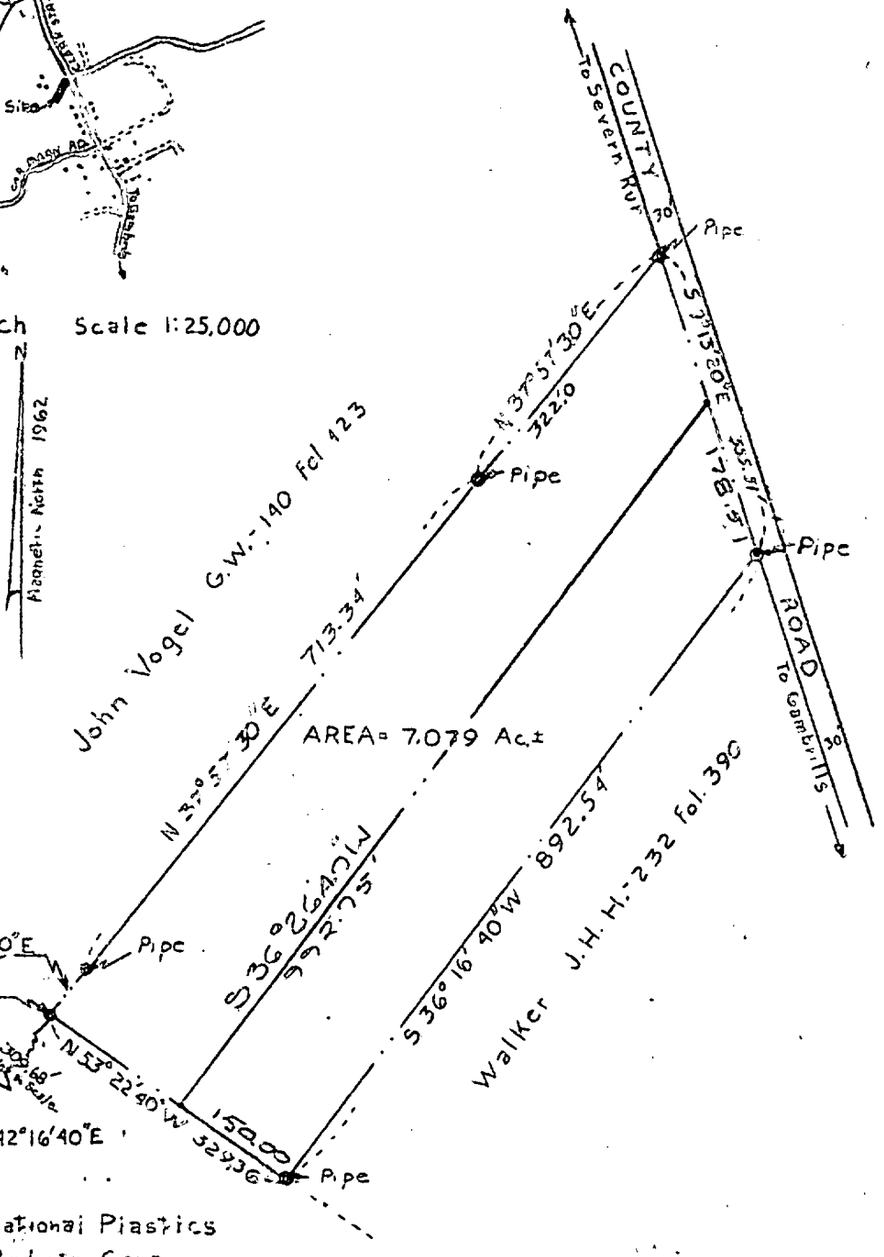


JAMES D. NICKS
REGISTERED SURVEYOR
COUNTY SURVEYOR, A. A. CO.

SURVEYED FOR: OMER H. DISMORE

LOCATION: Severn Run Road

DRAWN BY: J.H.D. | SCALE: 1" = 200'

TRACED BY: J.H.D. | DATE: 4/20/62

ADDRESS: COURT HOUSE
ANNAPOLIS, MD.

EXHIBIT 2

FILED
1962 SEP 14 AM 11:23

For Ref. See J.H.H. 351-263 & J.H.H 388-218

(Stamp)
This Deed Made this 11th day of June in the year nineteen hundred and twenty three, by the George M. Murray & Sons Canning Company, a body corporate of the State of Maryland.
Witnesseth that in consideration of One Dollars [illegible] good and valuable consideration the said the George M. Murray & Sons Canning Company [illegible] grant and convey unto David Scarlett Ross his heirs and assigns all those two lots of ground, situate in Anne Arundel County, that are described as follows that is to say
Beginning for the first of said lots at the beginning of the whole tract said beginning being also a boundary of the land now owned by Henrietta M. C. Maynard, and thence along the line of said Maynard's land South forty three degrees and forty five minutes West four hundred feet, thence across the whole tract South forty six degrees and fifteen minutes East four hundred feet, thence North forty three degrees and forty five minutes East, parallel to the first line of this lot, four hundred and sixty feet more or less to the centre of the County Road leading from Odenton to Millersville, thence in the centre thereof North fifty two degrees and thirty minutes West three hundred and fifteen feet, thence North sixty six degrees West ninety feet to the place of beginning. Containing four acres of land more or less.
Being a part of the land that is described in a deed from Emily R. Murray to The George M. Murray Sons Canning Company, dated February 5th, 1912 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 90 folio 328 etc

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber W.N.W. No. 76 folio 408 one of the LAND Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 5th day of SEPTEMBER A. D., 1962

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

FILED
1962 Sep 14, AM 11:24

The second tract being all that tract of land containing one hundred and one acres more or less that is described in a deed from Carlos M. Murray to the said The George M. Murray Sons Canning Company bearing date February 5th, 1912 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 90, folio 332 etc, the said land having been formerly subject to a ground rent of one cent, which from the creation of the lease has never been demanded or paid, thus making said land in fee simple.

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

To Have and To Hold the land and premises above described and mentioned, unto the said David Scarlett Ross, his heirs and assigns in fee simple.

And the said Grantor hereby covenants that it will warrant specially the property hereby granted and conveyed, and that it will execute such further assurances of said land as may be requisite.

Witness the hand of John F. O'Malley, President of the said The George M. Murray Sons Canning Company with the seal of the said body corporate attached.

Test

John N. Yost. (Corporate Seal)

John F. O'Malley (Seal)
President of The George M. Murray Sons Canning Company.

State of Maryland, Baltimore City to wit:

I hereby certify that on this 11th day of June 1923, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared John F. O'Malley, President of The George M. Murray Sons Canning Company and acknowledged the aforegoing Deed to be the act of the said body corporate.

Witness my hand and Notarial Seal.

(Notary Seal)

John N. Yost
Notary Public

Recorded June 26th 1923 — 9 a.m.

BOOK 156 PAGE 29 Cus # 4552 (Duplicate).

No. 3208-B CERTIFICATE OF TAX SALE

I, Edw. N. C. Bradley, Successor to Joseph H. Pepper, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10, 1938, I sold to A.A. Co. Comm. at public auction for the sum of 430.80 Dollars and _____ Cents, of which 430.80 Dollars has been paid as a deposit on the property in Dist 4. described as 90 3/10 acres and Improvements situated in A.A. Co.

and assessed to David S. Ross.

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 11, 1939, 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 24th day of August 1962.

Edw. N. C. Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 24th day of ~~October~~ August, 1912, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lowry
Notary Public.

My Commission Expires May 6, 1963

1962 SEP 14 [illegible]

10

EXHIBIT 4

Annapolis, Maryland, Sep. 4 , 1962

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County hereby assign all of its right, title and interest unto Omer H. Dinsmore and Fannie R. Dinsmore, his wife, ina tract of land containing a total of 3 acres more or less and described in a deed dated November 8, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 388, folio 218 and the same being a portion of the 90.3 acres contained in the within Certificate of Tax Sale.

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY

BY: Frank W. Webb

WITNESS:

Lucy F. Barkley

10A

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

BOOK 156 PAGE 31

EQUITY NO. 15184

OMER H. DINSMORE and FANNIE R. DINSMORE,
his wife, Complainants

vs.

DAVID SCARLETT ROSS, Unmarried, Deceased, and his heirs; Mary L. Ross, Unmarried, and Joseph H. Ross, and Gertrude Ross, his wife, Jacksonville, Florida, and Margaret Ross, and Andrew Ross, Junior, and Leo Ross, and Lois Ross, his wife, Brunswick, Georgia and Non-Residents, the respective unknown heirs and personal representatives, devisees, judgment creditors, if any, of the said persons, if now deceased, and the wife of Andrew Ross, Junior, if any, and the unknown heirs, personal representatives, devisees, of the following deceased persons: Andrew Ross, Henry Ross, John Lewis Ross, Bonnie E. Ross, and The Union Trust Company, a body corporate, Baltimore and St. Paul Streets, Baltimore 2, Maryland, First National Bank of Maryland, a body corporate, Light and Redwood Streets, Baltimore 2, Maryland, and all persons claiming or having any interest in a tract of land containing 3.86 acres, more or less, in the Fourth Election District of Anne Arundel County, Maryland; being the same property which by Deed, dated November 8, 1946, and recorded in Liber JHH 388, folio 218, from the County Commissioners of Anne Arundel County was conveyed to Omer H. Dinsmore and Fannie R. Dinsmore, his wife. Respondents.

ORDER OF PUBLICATION

1. The object of this proceeding is to secure the foreclosure of all the rights of redemption in the following property, situate in the Fourth Election District of Anne Arundel County, Maryland, sold by the County Commissioners of Anne Arundel County to Omer H. Dinsmore and Fannie R. Dinsmore, his wife, by deed dated November 8, 1946, and recorded in Liber JHH 388, folio 218, which deed describes said property as follows:

Being all that lot on the Old Annapolis Road between the properties of L. E. Cavetz and John Vogle and extending the length of the Cavetz property containing 3 acres, more or less, and being a part of the property acquired by David Scarlett Ross and known as a part of the Murray tract.

2. The Bill of Complaint recites that aforesaid description is inadequate and defective and that according to survey by James D. Hicks, County Surveyor, April 1962, corrected description of said property is as follows:

Beginning for the same at an iron pipe here set that marks the Southwesternmost corner of that conveyance from The County Commissioners of Anne Arundel County to Omer H. Dinsmore and Fannie R. Dinsmore, his wife by Deed dated November 8, 1946, and recorded among the Land Records of Anne

Arundel County in Liber J.H.H. No. 388, folio 218; said iron pipe and point of beginning is also North 42 degrees 16 minutes 40 seconds East 309.68 feet from an iron pipe here found that marks the Southeasternmost corner of that 23.5 more or less, acre tract conveyed to John Vogel and wife by Indenture G.W. No. 140, folio 423. Thence from the point of beginning so fixed binding on part of the outlines of said conveyance to John Vogel and wife, as corrected for magnetic declination, North 42 degrees 16 minutes 40 seconds East 57.33 feet to an iron pipe; thence North 37 degrees 57 minutes 30 seconds East 713.34 feet to an iron pipe; thence North 37 degrees 57 minutes 30 seconds East 322.0 feet to an iron pipe on the Southwest side of a 30 feet County Road leading from Severn Run to Gambrills; thence leaving said conveyance to Vogel and binding on said side of said County Road, South 19 degrees 13 minutes 20 seconds East 177.0 feet to an iron pipe; thence leaving said County Road and binding on the Southwesternmost side of that conveyance from Lycester E. Cavey and Mary E. Cavey, his wife to Omer H. Dinsmore and Fannie R. Dinsmore, his wife by deed dated February 6, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 351, folio 263, South 36 degrees 26 minutes 40 seconds West 992.75 feet to an iron pipe; thence leaving said last mentioned conveyance to Dinsmore and running North 53 degrees 22 minutes 40 seconds West 179.36 feet to the point of beginning.

Containing 3.86 acres of land, more or less, according to a survey and plat made by James D. Hicks, County Surveyor, dated April 1962.

Being and intended to be all of that conveyance from the County Commissioners of Anne Arundel County to Omer H. Dinsmore and Fannie R. Dinsmore, his wife by deed dated November 8, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 388, folio 218.

3. That your Petitioners are advised and believe and therefore aver that the said David Scarlett Ross, deceased, was a bachelor and died without issue; that there has been no administration on his Estate in Maryland; that he left surviving him, four brothers and two sisters, as above named, who are non-residents of Maryland; that the Respondents, Union Trust Company and First National Bank of Baltimore, are Judgment Creditors of David Scarlett Ross, deceased.

4. The above tract being part of the property conveyed to David Scarlett Ross by The George M. Murray Sons Canning Company, by Deed dated June 11, 1923 and recorded among the Land Records of Anne Arundel County in Liber WNW 76, folio 408.

5. The Bill states, among other things, that the amounts necessary for the redemption of said properties have not been paid, although more than one year and a day from date of sale has expired.

IT IS, THEREFORE, this 14th day of Sept, 1962, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice by publication be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four consecutive weeks, warning all persons interested in said properties to be and appear in this Court by the 23rd day of November, 1962 and redeem the properties and answer the Bill or thereupon a Final Decree will be rendered, foreclosing all rights of redemption in the properties and vest in the Complainants a title free and clear of all encumbrances.

Louis N. Phipps
Clerk

12

In The Circuit Court For Anne Arundel County Equity No. 15,184

OMER H. DINSMORE and FANNIE R. DINSMORE, his wife
Complainants

VS.

DAVID SCARLETT ROSS, Unmarried, Deceased, and his heirs; Mary L. Ross, Unmarried, and Joseph H. Ross, and Gertrude Ross, his wife, Jacksonville, Florida, and Margaret Ross, and Andrew Ross, Junior, and Leo Ross, and Lois Ross, his wife, Brunswick, Georgia and Non-Residents, the respective unknown heirs and personal representatives, devisees, judgment creditors, if any, of the said persons, if now deceased, and the wife of Andrew Ross, Junior, if any, and the unknown heirs, personal representatives, devisees, of the following deceased persons: Andrew Ross, Henry Ross, John Lewis Ross, Bonnie E. Ross, and The Union Trust Company, a body corporate, Baltimore and St. Paul Streets, Baltimore 2, Maryland, First National Bank of Maryland, a body corporate, Light and Redwood Streets, Baltimore 2, Maryland, and all persons claiming or having any interest in a tract of land containing 3.86 acres, more or less, in the Fourth Election District of Anne Arundel County, Maryland; being the same property which by Deed, dated November 8, 1946, nnd recorded in Liber JHH 388, folio 218, from the County Commissioners of Anne Arundel County was conveyed to Omer H. Dinsmore and Fannie R. Dinsmore, his wife. Respondents.

Order Of Publication

1. The object of this proceeding is to secure the foreclosure of all the rights of redemption in the following property, situate in the Fourth Election District of Anne Arundel County, Maryland, sold by the County Commissioners of Anne Arundel County to Omer H. Dinsmore and Fannie R. Dinsmore, his wife, by deed dated November 8, 1946, and recorded in Liber JHH 388, folio 218, which deed describes said property as follows:

Being all that lot on the Old Annapolis Road between the properties of L. E. Cavetz and John Vogle and extending the length of the Cavetz property containing 3 acres, more or less, and being a part of the property acquired by David Scarlett Ross and known as a part of the Murray tract.

2. The Bill of Complaint recites that aforesaid description is inadequate and defective and that according to survey by James D. Hicks, County Surveyor, April 1962, corrected description of said property is as follows:

Beginning for the same at an iron pipe here set that marks the Southwesternmost corner of that conveyanee from the County Commissioners of Anne Arundel County to Omer H. Dinsmore and Fannie R. Dinsmore, his wife by Deed dated November 8, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 388, folio 218; said iron pipe and point of beginning is also North 42 degrees 16 minutes 40 seconds East 309.68 feet from an iron pipe here found that marks the Southeasternmost corner of that 23.5 more or less, acre tract conveyed to John Vogel and wife by Indenture G. W. No. 140, folio 423. Thence from the point of beginning so fixed binding on part of the outlines of said conveyance to John Vorgel and wife, as corrected for magnetic declination, North 42 degrees 16 minutes 40 seconds East 57.33 feet to an iron pipe; thence North 37 degrees 57 minutes 30 seconds East 713.34

No

13

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 33

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 30, 1962

We hereby certify, that the annexed Order of Publication Eq 15,184 Omer H. Dinsmore, vs David Scarlett Ross

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of November, 1962. The first insertion being made the 20th day of September, 1962

THE CAPITAL-GAZETTE PRESS, INC.

1962 OCT 31 PM 1:3

By H. Tilghman

feet to an iron pipe; thence North 37 degrees 57 minutes 30 seconds East 322.0 feet to an iron pipe on the Southwest side of a 30 feet County Road leading from Severn Run to Gambrills; thence leaving said conveyance to Vogel and binding on said side of said County Road; South 19 degrees 13 minutes 20 seconds East 177.0 feet to an iron pipe; thence leaving said County Road and binding on the Southwesternmost side of that conveyanee from Lyeester E. Cavey and Mary E. Cavey, his wife to Omer H. Dinsmore and Fannie R. Dinsmore, his wife by deed dated February 6, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 351, folio 263, South 36 degrees 26 minutes 40 seconds West 992.75 feet to an iron pipe; thenee leaving said last mentioned conveyanee to Dinsmore and running North 53 degrees 22 minutes 40 seconds West 179.36 feet to the point of beginning.

Containing 3.86 aeres, of land, more or less, aeeording to a survey and plat made by James D. Hieks, County Surveyor, dated April 1962.

Being and intended to be all of that conveyanee from the County Commissioners of Anne Arundel County to Omer H. Dinsmore and Fannie R. Dinsmore, his wife by decd dated November 8, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 388, folio 218.

3. That your Petitioners are advised and believe and therefore aver that the said David Searlett Ross, deceased, was a baehelor and died without issue; that there has been no administration on his Estate in Maryland; that he left surviving him, four brothers and two sisters, as above named, who are nou-residents of Maryland; that the Respondents, Union Trust Company and First National Bank of Baltimore, are Judgment Creditors of David Scarlett Ross, deceased.

4. The above tract being part of the property conveyed to David Searlett Ross by The George M. Murray Sons Canning Company, by Deed dated June 11, 1923 and recorded among the Land Records of Anne Arundel County in Liber WNW-76, folio 408.

5. The Bill states, among other things, that the amounts necessary for the redemption of said properties have not been paid, although more than one year and a day from date of sale has expired.

IT IS, THEREFORE, this 14th day of Sept., 1962, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice by publication be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four consecutive weeks, warning all persons interested in said properties to be and appear in this Court by the 23rd day of November, 1962 and redeem the properties and answer the Bill or thereupon a Final Deeree will be rendered, foreelosing all rights of redemption in the properties and vest in the Complainants a title free and elear of all eneumbranees.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

O-11

OMER H. DINSMORE and FANNIE R. DINSMORE, his wife Complainants vs. DAVID SCARLETT ROSS, et al Respondents	•	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 15,184

AFFIDAVIT

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

I HEREBY CERTIFY, That on this 10th day of December, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared ELEANOR A. CRAWFORD, who being duly sworn according to law, deposed and said, as follows:

1. That she is the Solicitor for the Plaintiffs in the above entitled case.

2. That on the 17th day of September, 1962, the Solicitor sent by United States Certified mail, a copy of the Bill of Complaint and Order of Publication filed in this case to:

A. Miss Mary L. Ross - #736345 — c/o Mr. E. W. Highsmith, P. O. Box 414, American Natl. Bank Bldg., Brunswick, Georgia

B. Mr. Andrew M. Ross- #736344 — c/o Mr. E. W. Highsmith, P. O. Box 414, American Natl. Bank Bldg., Brunswick, Georgia

C. Mrs. Margaret L. Ross- #736342 — c/o Mr. E. W. Highsmith, P. O. Box 414, American Natl. Bank Bldg., Brunswick, Georgia

D. Mr. Joseph H. Ross- #736343 — 508 Atlantic National Bank Building, Jacksonville 2, Florida

E. Mr. Leo L. Ross - #736352 — c/o Mr. E. W. Highsmith, P. O. Box 414, American Natl. Bank Bldg., Brunswick, Georgia

FILED

1962 DEC 11 AM 9:13

14

heirs of David Scarlett Ross, advising them of their opportunity to redeem the property. The notices forwarded are evidenced by receipts and papers as shown in Exhibit # 4 filed herein, but no answer has been filed in this Court and no correspondence received by the affiant.

3. That a copy of the certified letter, together with receipt of the United States Post Office Department, are filed herewith and prayed to be taken as a part hereof, being Exhibit #4,

4. That service was had on the Union Trust Company of Maryland and also the First National Bank of Baltimore and no Answer has been filed by either bank in this cause.

5. That Order of Publication has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Maryland, as will be seen by Certificate of Publication filed in these proceedings, and that none of the Respondents have appeared or answered.

AS WITNESS my hand and Notarial Seal.

ELEANOR A. CRAWFORD

Twila Darlene Killian, Notary Public

15

BOOK 156 PAGE 37

September 17, 1962

Mrs. Margaret L. Ross
c/o Mr. E. W. Highsmith
P. O. Box 414
American National Bank Building
Brunswick, Georgia

CERTIFIED NO. 736342

Re: Omer H. Dinsmore vs.
David Scarlett Ross, et al
Equity No. 15,184

Dear Mrs. Ross:

Please be advised that I filed, on behalf of Omer H. Dinsmore and wife, on September 14, 1962, in the Circuit Court for Anne Arundel County, Maryland, a Bill of Complaint to foreclose all rights of redemption in a tract of ground of 3.86 acres ~~2 1/2 acres, and another tract of 6 acres~~, a copy of which Bill of Complaint is enclosed herewith.

The advertisement is now running in the Maryland Gazette, a newspaper of this county.

Yours very truly,

Eleanor A. Crawford

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

E. W. Highsmith

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: OCT 6 1962

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

C55—16—71548-4 GPO

BOOK 156 PAGE 38

805 xx

--- 2500

November 27, 1962

COPY

Mr. Leo L. Ross
c/c Mr. E. W. Highsmith
P. O. Box 414
American National Bank Building
Brunswick, Georgia

CERTIFIED NO. 736352
Re: Omer H. Dinsmore vs.
David Scarlett Ross, et al
Equity No. 15,184

Dear Mr. Ross:

Please be advised that I filed, on behalf of Omer H. Dinsmore and wife, on September 14, 1962, in the Circuit Court for Anne Arundel County, Maryland, a Bill of Complaint to foreclose all rights of redemption in a tract of ground of 3.80 acres, a copy of which Bill of Complaint is enclosed herewith.

The advertisement ran in the Maryland Gazette, a newspaper of this county.

Yours very truly,

Eleanor A. Crawford

#1 INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

E. W. Highsmith

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Miss Anne Gillespie

DATE DELIVERED

ADDRESS WHERE DELIVERED (only if requested in item # 1)

C35—16—71548-4 GPO

17

September 17, 1962

Mr. Andrew M. Ross
c/o Mr. E. W. Highsmith
P. O. Box 414
American National Bank Building
Brunswick, Georgia

CERTIFIED NO. 736344

Re: Omer H. Dinsmore vs.
David Scarlett Ross, et al
Equity No. 15,184

Dear Mr. Ross:

Please be advised that I filed, on behalf of Omer H. Dinsmore and wife, on September 14, 1962, in the Circuit Court for Anne Arundel County, Maryland, a Bill of Complaint to foreclose all rights of redemption in a tract of ground of ~~2-1/2~~ 3.86 acres ~~acres and another tract of 3 acres~~, a copy of which Bill of Complaint is enclosed herewith.

The advertisement is now running in the Maryland Gazette, a newspaper of this county.

Yours very truly,

Eleanor A. Crawford

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

E. W. Highsmith

SIGNATURE OF ADDRESSEE'S AGENT IF ANY

A. Clarence

DATE DELIVERED: OCT 6 1962

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

CSS—16—71548-4 GPO

18

September 17, 1962

Miss Mary L. Ross
c/o Mr. E. W. Highsmith
P. O. Box 414
American National Bank Building
Brunswick, Georgia

CERTIFIED NO. 736345

Re: Omer H. Dinsmore vs.
David Scarlett Ross, et al
Equity No. 19,184

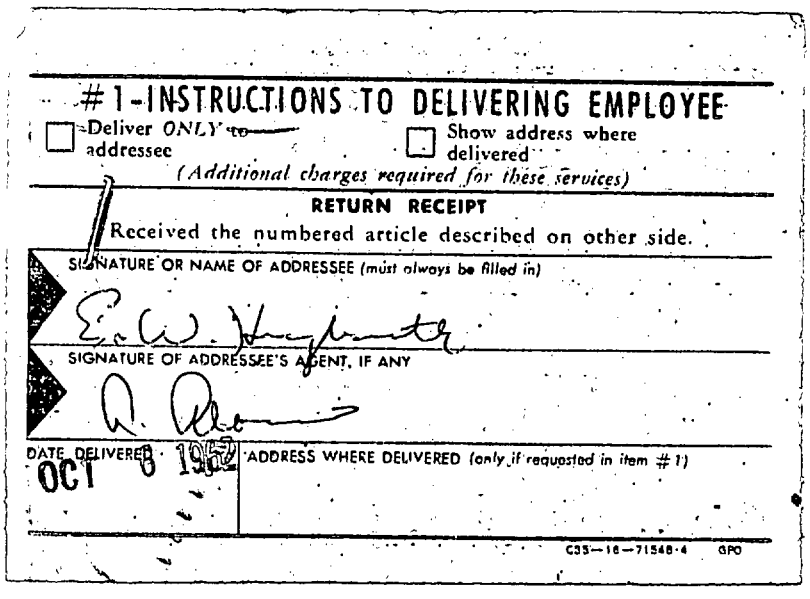
Dear Miss Ross:

Please be advised that we filed, on behalf of Omer H. Dinsmore and wife, on September 14, 1962, in the Circuit Court for Anne Arundel County, Maryland, a Bill of Complaint to foreclose all rights of redemption in a tract of ground of 3.86 acres ~~2.242 acres, and another tract of 3 acres~~, a copy of which Bill of Complaint is enclosed herewith.

The advertisement is now running in the Maryland Gazette, a newspaper of this county.

Yours very truly,

Eleanor A. Crawford



#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

E. W. Highsmith

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED OCT 8 1962

ADDRESS WHERE DELIVERED (only if requested in item #1)

C35—16—71548-4 GPO

September 17, 1962

Mr. Joseph H. Ross
508 Atlantic National Bank Building
Jacksonville 2, Florida

CERTIFIED NO. 736343

Re: Omer H. Dinsmore vs.
David Scarlett Ross, et al
Equity No. 15,184

Dear Mr. Ross:

Please be advised that I filed, on behalf of Omer H. Dinsmore and wife, on September 14, 1962, in the Circuit Court for Anne Arundel County, Maryland, a Bill of Complaint to foreclose all rights of redemption in a tract of ground of 3.86 acres, [illegible], a copy of which Bill of Complaint is enclosed herewith.

The advertisement is now running in the Maryland Gazette, a newspaper of this county.

Yours very truly,

Eleanor A. Crawford

EC:tk

1.

ELEANOR A. CRAWFORD
ATTORNEY AT LAW
103 CRAIN HIGHWAY, S. E.
GLEN BURNIE, MARYLAND

RETURN RECEIPT REQUESTED

CERTIFIED NO. 736343

Mr. Joseph H. Ross
508 Atlantic National Bank Building
Jacksonville 2, Florida

EQUITY NO. 15,184

BOOK 156 PAGE 42

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY)
) ss:
STATE OF MARYLAND)

I hereby certify that, on this 10th day of December, 1962, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Eleanor A. Crawford, Solicitor for Omer H. Dinsmore and Fannie R. Dinsmore, his wife, Plaintiffs, in the above entitled cause, and made oath in due form of law, that Defendants:

Union Trust Company of Maryland - A Body Corporate

First National Bank of Baltimore - A Body Corporate

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 10th day of December, 1962.

Notarial Seal

TWILA DARLENE KILLIAN NOTARY PUBLIC ANNE ARUNDEL COUNTY, Md.

Twila Darlene Killian, Notary Public

My Commission will expire on:
May 6, 1963

FILED

1962 DEC 11 AM 9:12

21

EQUITY NO. 15,184

BOOK 156 PAGE 43

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY)
) ss:
STATE OF MARYLAND)

I hereby certify that, on this 10th day of December, 1962, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Eleanor A. Crawford, Solicitor for Omer H. Dinsmore and Fannie R. Dinsmore, his wife, Plaintiffs, in the above entitled cause, and made oath in due form of law, that Defendants:

Mary L. Ross - Brunswick, Georgia
Leo L. Ross - Brunswick, Georgia
Andrew M. Ross - Brunswick, Georgia
Mrs. Margaret L. Ross - Brunswick, Georgia
Joseph H. Ross - Jacksonville 2, Florida

being too old - for military service,

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 10th day of December, 1962.

Notarial Seal

Twila Darlene Killian, Notary Public

My Commission will expire on: May 6, 1963

FILED

1962 DEC 11 AM 9:12

22

OMER H. DINSMORE and FANNIE R. DINSMORE, his wife

Complainants

vs.

DAVID SCARLETT ROSS, Unmarried, et al

Respondents

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 15,184

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that service has been made upon the Defendants as required by law or rule of Court, and that an Affidavit has been filed in this cause by Eleanor A. Crawford, Attorney, to the effect that all of the Defendants have been notified by certified mail and by Order of Publication and that the Order of Publication heretofor issued has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Anne Arundel County, Maryland, and the Defendants having failed to appear, either in person or by solicitor, and answer the Bill of Complaint against them.

IT IS, THEREFORE, This 11th day of December 1962, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed that the said Bill of Complaint be, and the same is hereby taken pro confesso against said Defendants.

[signature]
JUDGE

FILED
1962 DEC 11 PM 4:09

23

BOOK 156 PAGE 45

OMER H. DINSMORE and FANNIE R. DINSMORE, his wife Complainants vs. DAVID SCARLETT ROSS, et al Respondents	•	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 15,184

DECREE

This cause standing ready for hearing and submitted, the proceedings were read and considered, and it appearing that the same has been conducted in compliance with provisions of Article 81 of the Annotated Code of Maryland, 1957 Edition.

IT IS THEREUPON this 16th day of January, 1963, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That all of the rights of redemption of the heirs of David Scarlett Ross, Unmarried, Deceased: Mary L. Ross, Unmarried, and Joseph H. Ross and Gertrude Ross, his wife; Margaret Ross and Andrew Ross, Junior; Leo Ross and Lois Ross, his wife; and non-residents, respective unknown heirs and personal representatives, et als, and the wife of Andrew Ross, Junior, if any, and unknown heirs, et als, of the following deceased persons: Andrew Ross, Henry Ross, John Lewis Ross and Bonnie S. Ross; Union Trust Company of Maryland (a body corporate), First National Bank of Baltimore (a body corporate), its successors, heirs and assigns, next of kin and all other persons claiming by, through or under them, be barred and foreclosed.

2. That an absolute and indefeasible title in fee simple to said properties free of all alienations and dissents occurring prior to this Decree, as well as all encumbrances thereon (except taxes accruing subsequent to date of sale and any public assessments to which the same are subject) is hereby vested in Omer H. Dinsmore and Fannie R. Dinsmore, his wife, the Complainants herein.

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1963 JAN 18 AM 11:01

24

3. That upon payment to the Treasurer of Anne Arundel County, of the taxes, interest and penalties, if any, due on the tracts of land herein mentioned, the said Treasurer shall execute a Deed conveying the aforesaid tracts of land to the Complainants herein by a new and correct description as follows:

"Beginning for the same at an iron pipe here set that marks the Southwesternmost corner of that conveyance from The County Commissioners of Anne Arundel County to Omer H. Dinsmore and Fannie R. Dinsmore, his wife by deed dated November 8, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 388, folio 218; said iron pipe and point of beginning is also North 42 degrees 16 minutes 40 seconds East 309.68 feet from an iron pipe here found that marks the Southeasternmost corner of that 23.5 more or less, acre tract conveyed to John Vogel and wife by Indenture G.W. No. 140, folio 423. Thence from the point of beginning so fixed binding on part of the outlines of said conveyance to John Vogel and wife, as corrected for magnetic declination, North 42 degrees 16 minutes 40 seconds East 57.33 feet to an iron pipe; thence North 37 degrees 57 minutes 30 seconds East 713.34 feet to an iron pipe; thence North 37 degrees 57 minutes 30 seconds East 322.0 feet to an iron pipe on the Southwest side of a 30 feet County Road leading from Severn Run to Gambrills; thence leaving said conveyance to Vogel and binding on said side of said County Road, South 19 degrees 13 minutes 20 seconds East 177.0 feet to an iron pipe; thence leaving said County Road and binding on the Southwesternmost side of that conveyance from Lycester E. Cavey and Mary E. Cavey, his wife to Omer H. Dinsmore and Fannie R. Dinsmore, his wife by deed dated February 6, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 351, folio 263, South 36 degrees 26 minutes 40 seconds West 992.75 feet to an iron pipe; thence leaving said last mentioned conveyance to Dinsmore and running North 53 degrees 22 minutes 40 seconds West 179.36 feet to the point of beginning.

Containing 3.86 acres of land, more or less, according to a survey and plat made by James D. Hicks, County Surveyor, dated April 1962.

Being and intended to be all of that conveyance from the County Commissioners of Anne Arundel County to Omer H. Dinsmore and Fannie R. Dinsmore, his wife by deed dated November 8, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 388, folio 218."

4. That the Clerk of the Court shall issue a certified copy of this Decree to be served on the Treasurer.

5. That the Complainants shall pay the costs of these proceedings.

O Brien Daniel

Judge

25

BOOK 156 PAGE 47

William L. McKercher
and
Elva McKercher, his wife
Urban and Betson Avenue
Odenton, Maryland

In the Circuit Court for

vs

Anne Arundel County

David S. Ross
217 North Calvert
Baltimore, Maryland

Docket Number 19

and
Mary L. Ross, unmarried, and
Joseph H. Ross, and
Gertrude Ross, his wife
Jacksonville, Flordia

Equity Number 14,058

Folio Number 183

and

Margaret Ross, and
Andrew Ross, Junior,and
Leo Ross, and
Lois Ross, his wife,
Brunswick, Georgia

and

non-residents, the
respective unknown heirs
and personal representatives,
devisees, judgment creditors,
if any of the said persons
by now deceased, and the wife
of Andrew Ross, Junior, if any,
and the unknown heirs and
personal representatives, devisees,
judgment creditors, if any,of the
following deceased persons:

Andrew Ross
Henry Ross
John Lewis Ross
Bonnie S. Ross
and all persons claiming or having
any interest in a tract of land con-
taining approximately nine-tenth of
an acre of land (9/10) or less in the
fourth election district of Anne
Arundel County, at Mayfield, in the
State of Maryland, being the same
property which by deed dated the 29th
day of May, 1946, in Liber J.H.H., number
364, folio 196, from Joseph H. Pepper,late

FILED

1960 OCT 24 AM 9:32

County Treasurer of Anne Arundel County Maryland, the County Commissioners of Anne Arundel County, Maryland, a body corporate, unto William L. McKercher and Elva V. McKercher, his wife.

Bill of Complaint to foreclose Equity of Redemption

TO the honorable, the judges of said Court:

Your orators, complaining say:

(1) that a search of the land records, the records of the register of wills, the equity and law records of Anne Arundel County, disclose that David S. Ross was the owner of the hereinafter described parcel of land at the time it was sold at a tax sale by the treasurer of Anne Arundel County as collector of taxes for the State of Maryland, and the County of Anne Arundel;

(2) that David S. Ross departed this life on the 26th day of December, 1953, at Baltimore City;

(3) that the complaints are advised and believed and therefore aver that David S. Ross, deceased, was a bachelor and died without issue; that no administration has been taken on his estate in Maryland; that he left, surviving him, two (2) brothers and two (2) sisters living at the time of his death, namely, Joseph H. Ross of Jacksonville, Florida, Mary L. Ross, of Jacksonville, Florida, Andrew Ross, who died intestate on March, 1954, in Brunswick, Georgia, Bonnie S. Ross, who died intestate on May, 1954, in Brunswick, Georgia; that the aforesaid Andrew Ross, deceased brother, left surviving him a widow, Margaret Ross, and two (2) sons, namely, Andrew Ross, Junior, and Leo Ross, all of Brunswick, Georgia; that the complainants have no knowledge as to whether or not any personal

representatives have been appointed for the estate of Andrew Ross, deceased; that the said Bonnie S. Ross, was unmarried and died intestate without issue and that the complainants have no knowledge as to whether or not any personal representatives, have been appointed for her estate; that Gertrude Ross is the wife of Joseph Ross; that Mary L. Ross is a non-resident of the State of Maryland, and unmarried; that Leo Ross of Brunswick, Georgia, is married to Lois Ross; that the marital status of Andrew Ross, Junior, is unknown; that David S. Ross is deceased, and had two (2) brothers namely, Henry Ross and John Lewis Ross, both of which predeceased David S. Ross and died without issue, therefore, your complainants pray for process directed to the defendants.

(4) that the County Commissioners of Anne Arundel County have purchased the hereinafter described parcel of land, as part of a larger parcel of land, they being the highest bidders therefore, and had later conveyed, all of their right title and interest in said parcel of land to the complainants as will appear by reference to the complainants exhibit number 1, filed herein and prayed to be taken as a part hereof.

(5) that a certificate of tax sale, number 3011, a duplicate of case number 4552 is attached hereto as exhibit two, was issued to the County Commissioners of Anne Arundel County and duly assigned by the said Commissioners of Anne Arundel County unto the complainants herein; which certificate was issued by Edward M. Dunn, Junior, as collector of taxes for the State of Maryland, County of Anne Arundel.

(6) that part of the property herein referred to in complainant's exhibit number 2 is described as follows: beginning for the same at the intersection of the northwest side of Urban Avenue with the northeast side of Betson Avenue and runnin

thence and binding on the said northwest side of Urban Avenue north 37 degrees east 400 feet, more or less, to the southwest side of Mayfield Avenue, thence on and with said southwest side of Mayfield 125 feet, thence at right angles thereto, and binding on the property conveyed to August C. May and wife by deed dated July 29, 1927, recorded among the land records of Anne Arundel County in Liber F. S. R. number 14, folio 314, and the property conveyed to Albert J. Cook and wife by deed dated July 8, 1927, recorded as aforesaid in Liber F. S. R. number 14, folio 217, 400 feet to the northeast side of Betson Avenue, thence along said northeast side of Betson Avenue, southeasterly 125 feet to Urban Avenue and the place of beginning, EXCEPTING therefrom, however, all that lot of ground conveyed to William L. McKercher and wife by Lyle O. Foster, by deed dated February 11, 1946, and recorded among the land records of Anne Arundel County in Liber J. H. H. number 350, folio 115.

The complete description of said exception being beginning for the same on the northwest side of Urban Avenue at distance 75 feet northeasterly from the corner formed by the intersection on the northwest side of Urban Avenue and the northeast side of Betson Avenue and running thence on the northwest side of Urban Avenue north 37 degrees east 65 feet, thence north 53 degrees, west 125 feet and thence 37 degrees south, west 65 feet, thence south 53 degrees, east 125 feet to the place of beginning.

Parcel immediately above described/ being a part of the property conveyed to David Scarlett Ross by Aldrich C. Wiley and wife, by deed dated January 30, 1923, and recorded among the land records of Anne Arundel County in Liber W.N.W. number 58, folio 461.

3

And the said excepted parcel arising out of the same conveyance but not having been sold under the said tax sale proceedings herein but having been previously conveyed by David Scarlett Ross in Liber F.S.R. 38, folio 394, and by mense conveyances having been conveyed unto the said complainants herein by Lyle O. Foster, divorced, in Liber J.H.H. 350, folio 115.

(7) that the aforementioned parcel of land has not been redeemed by the defendant nor by anyone claiming through him, although more than one year and one day have elapsed from the time of the aforesaid date of the tax sale. That to redeem this property it is necessary for the defendant or anyone claiming through them to pay an amount equal to a proportionate share of the sum of six hundred and ninety-eight dollars ($698.30) and thirty cents as originally paid by the County Commissioners of Anne Arundel County for the entire parcel of approximately 95 1/4 acres of land, unimproved, situated in Anne Arundel County, with interest at the rate of six percentper annum from the date of the sale which is the 10th day of October, 1938, to the date of redemption, together with all of the taxes, the interest, the penalties paid by the said complainants herein or their grantors, subsequent to the date of the sale of said property, plus all other amounts expended by the complainants or their grantors as to the aforesaid property, under the provisions of the Act of 1943 aforesaid or as amended or as the Court may grant.

(8) that the complainants pray for an order of publication directed to all parties in interest in the aforemention property.

To the end therefore, your orators pray:

(1) that a writ of subpoena be issued and served upon

the resident defendants commanding them to be in and appear in this court on some day certain to be named therein and to make answer thereto.

(2) that an order of publication be granted unto the non-resident complainants directed to all defendants and all parties interest in said property, commanding them to appear in court on some day certain to be named therein and to answer the exigencies of this complaint.

(3) that this Honorable Court pass a final decree foreclosing all rights of redemption of the defendants and any and all persons having or claiming to any interest in the herein and before described property.

(4) that the final decree shall provide for the treasurer of Anne Arundel County to execute a deed after payment of his costs.

(5) For any and such further relief as the case may require and that the Court may seem just and proper.

And as in duty bound, etc.

William L. McKercher

William L. McKercher

Elva McKercher

Elva McKercher, his wife

Charles J. Atas, Attorney
103 Crain Highway, South
Glen Burnie, Maryland

5

State of Maryland, County of Anne Arundel, to wit:

I hereby certify that on this 15 day of August, 1960, before me, the subscriber, a notary public of the state of Maryland, in and for the County of Anne Arundel, personally appeared William L. McKercher and Elva McKercher, his wife, and they acknowledged the aforegoing bill of complaint to be their act.

As witness my hand and notary seal.

Charles J. Atas, A Notary Public

My Commission will expire 5/1/61

Duplicate of Case # 1552

BOOK 156 PAGE 54

Nº 3011-B CERTIFICATE OF TAX SALE

Successor to Joseph H. Pepper

I, Edward M. Dunn Jr., Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10, 1938, I sold to A.A. Co. Comm. at public auction for the sum of 698.30 Dollars and ..... Cents, of which 698.30 Dollars has been paid as a deposit on the property in Dist 4 described as approximately 951 acres unimproved situated in A.A. Co.

and assessed to David S. Ross.

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 11, 1939, 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 21st day of June 1960

Edward M. Dunn Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 21st day of ~~October~~ JUNE, 1960, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward M. Dunn, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lowndes
Notary Public.

My Commission Expires May 1, 1961

FILED
1960 OCT 24 AM 9:38

7

July 8, 1960

Under a prior certificate of tax sale Joseph H. Pepper did sell the property, approximately 95 1/4 acres, unimproved, situated in Anne Arundel County. That William McKercher and Elva McKercher, his wife, did purchase a parcel from the County Commissioners for Anne Arundel County recorded among the land records of Anne Arundel County in Liber J. H. H. number 364, folio 196.

In order to enable the purchaser grantees to redeem and foreclose the rights of David S. Ross, the original tax sale owner, this assignment of rights under this tax sale certificate is hereby made unto William Mc Kercher and Elva McKercher, his wife, the survivor of them, his or her heirs and assigns.

As witness the hand and seal of the President of the Board of County Commissioners of Anne Arundel County.

Lucy F. Loskosky
TEST:

Frank W. Wilde
Frank W. Wilde, President
The Board of County Commissic
for Anne Arundel County

TEST:

Lucy F. Loskosky
Lucy Loskosky

William L. McKercher
and
Elva McKercher, his wife
Urban and Betson Avenue
Odenton, Maryland

vs

David S. Ross
217 North Calvert
Baltimore, Maryland

and

Mary L. Ross, unmarried, and
Joseph H. Ross, and
Gertrude Ross, his wife
Jacksonville, Flordia

and

MArgaret Ross, and
Andrew Ross, Junior, and
Leo Ross, and
Lois Ross, his wife,
Brunswick, Georgia

and

non-residents, the
respective unknown heirs
and personal representatives,
devisees, judgment creditors,
is any, of the said persons
by now deceased, and the wife
of Andrew Ross, Junior, if any,
and the unknown heirs and
personal representatives, devisees,
judgment creditors, if any, of
the following deceased persons:

Andrew Ross
Henry Ross
John Lewis Ross
Bonnie S. Ross
and all persons claiming or having
any interest in a tract of land con-
taining approximately nine-tenth of
an acre of land (9/10) or less in the
fourth election district of Annne
Arundel County, at Mayfield, in the
State of Maryland, being the same
property which by deed dated the 29th
day of May, 1946, in Liber J. H. H., number
364, folio 196, from Joseph H. Pepper, late

In the Circuit Court for

Anne Arundel County

Docket Number 19

Equity Number 14058

Folio Number 183

FILED
1960 OCT 24 AM 9:33

9

County Treasurer of Anne Arundel County Maryland, the County Commissioners of Anne Arundel County, Maryland, a body corporate, unto William L. McKercher and Elva V. McKercher, his wife.

Order of Publication

Object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the defendants in and to the following described property located in the Fourth Election District of Anne Arundel County, Maryland, and sold by the County Treasurer and Collector of Taxes for the State of Maryland, County of Anne Arundel, to the County Commissioners for Anne Arundel County, Maryland, who assign their interest in said property to the plaintiffs in these proceedings for taxes due for the year 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1937, by the following tax certificate and assessed and described on the books of assessment and taxation as follows: tax sale certificate number 3011, there are 95 1/4 acres, unimproved, situated in Anne Arundel County, the amount due on the date of the sale was six hundred and ninty-eight dollars and thirty cents ($698.30).

The bill states the amount necessary for redemption has not been paid although more than one year and one day have elapsed from the date of said sale.

It is thereupon this 24th day of October, 1960, by the Circuit Court for Anne Arundel County sitting in Equity ORDERED that a notice be given by the insertion of a copy of this order of publication in some newspaper having a general circulation in Anne Arundel County once a week for four (4) successive weeks before the 29th day of December, 1960, next warning the said David S. Ross, Mary L. Ross, Joseph H. Ross, Gertrude

Ross, Margaret Ross, Andrew Ross, Junior, Leo Ross, Lois Ross, wife of Andrew Ross, Junior, is any, and all persons claiming or having any interest in the above mention parcel of land, and all persons interested in said parcel of land, to be and appear in this Court, in person or by solicitor, before the 29th day of December, 1960, and redeem the aforementioned property and answer the bill of complaint or thereafter final decree will be passed foreclosing the rights of redemption in the property invest in the complainants a title free and clear of all incumberances.

George T. Cromwell

George T. Cromwell, Clerk

CHARLES J. ATAS, Esquire
103 Crain Highway, Sou'
Glen Burnie, Md.

In The Circuit Court
For Anne Arundel County
Docket Number 19
Equity Number 14,058
Folio Number 183

William L. McKercher
and
Elva McKercher, his wife
Urban and Belson Avenue
Odenton, Maryland
vs
David S. Ross
217 North Calvert
Baltimore, Maryland
and
Mary L. Ross, unmarried, and
Joseph H. Ross, and
Gertrude Ross, his wife
Jacksonville, Florida
and
Margaret Ross, and
Andrew Ross, Junior, and
Leo Ross, and
Lois Ross, his wife,
Brunswick, Georgia
and
non-residents, the
respective unknown heirs
and personal representatives
devisees, judgment creditors,
if any of the said persons
by now deceased, and the wife
of Andrew Ross, Junior, if any,
and the unknown heirs and
personal representatives, devisees,
judgment creditors, if any, of
the following deceased persons:
Andrew Ross
Henry Ross
John Lewis Ross
Bonnie S. Ross
and all persons claiming or having
any interest in a tract of land
containing approximately nine-
tenths of an acre of land (9/10) or
less in the fourth election district
of Anne Arundel County, at May-
field, in the State of Maryland,
being the same property which by
deed dated the 29th day of May,
1946, in Liber J.H.H., number 364,
folio 196, from Joseph H. Pepper,
late County Treasurer of Anne
Arundel County, Maryland, the
County Commissioners of Anne
Arundel County, Maryland, a body
corporate, unto William L. McKer-
cher and Eva V. McKercher, his
wife.

No. 12

Order Of Publication

Object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the defendants in and to the following described property located in the Fourth Election District of Anne Arundel County, Maryland, and sold by the County Treasurer and Collector of Taxes for the State of Maryland, County of Anne Arundel, to the County Commissioners for Anne Arundel County, Maryland, who assign their interest in said property to the plaintiffs in these proceedings for taxes due for the year 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1937, by the following tax certificate and assessed and described on the books of assessment and taxation as follows: tax sale certificate number 3011, there are 95¼ acres, unimproved, situated in Anne Arundel County, the amount due on the date of the sale was six hundred and ninety-eight dollars and thirty cents ($698.30).

The bill states the amount necessary for redemption has not been paid although more than one year and one day have elapsed from the date of said sale.

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 58 A

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 29, 1960

We hereby certify, that the annexed

Order of Publication

Eq. 14,058

William L. McKercher

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 3 9th day of December, 1960. The first insertion being made the 27th day of October, 1960.

THE CAPITAL-GAZETTE PRESS, INC.

FILED 1960 Nov 29 9 PM 3:50

By A. Tilghman

It is thereupon this 24th day of October, 1960, by the Circuit Court for Anne Arundel County sitting in Equity ORDERED that a notice be given by the insertion of a copy of this order of publication in some newspaper having a general circulation in Anne Arundel County once a week for four (4) successive weeks before the 29th day of December, 1960, next warning the said David S Ross, Macy L. Ross, Joseph H. Ross, Gertrude Ross, Margaret Ross, Andrew Ross, Junior, Lee Ross, Lois Ross, wife of Andrew Ross, Junior, is any, and all persons claiming or having any interest in the above mention parcel of land, and all persons interested in said parcel of land, to be and appear in this Court, in person or by solicitor, before the 29th day of December, 1960, and redeem the aforementioned property and answer the bill of complaint or thereafter final decree will be passed foreclosing the rights of redemption in the property invest in the complainants a title free and clear of all incumbrances.

GEORGE T. CROMWELL, Clerk

True Copy, TEST

GEORGE T. CROMWELL, Clerk

WILLIAM MC KERCHER

VS.

DAVID SCARLETT ROSS, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 14038

* * * * * * *

AFFIDAVIT OF MAILING TO NON - RESIDENT DEFENDANTS

State of Maryland, County of Anne Arundel to wit:

Charles J. Atas, Attorney for William McKercher, the Plaintiff herein, first being duly sworn and on oath deposes says;

(1) That he mailed a copy of the Bill of Complaint and Order Of Publication issued herein by certified mail, return receipt requested to the non-resident defendants; Mr. Leo Ross, 1210 Second Avenue, Brunswick, Georgia, on November 17th, 1960; Mr. Andrew M. Ross, 602 Dartmouth Ave., Brunswick, Georgia, on November 17th, 1960; and Mr. Joseph H. Ross, Esq., 508 Atlantic National Bank, Jacksonville 2, Flordia;

(2) That the certified letters mailed to the parties were returned as follows; that Leo L. Ross' was delivered on November 21, 1960; Andrew Ross, Jr., was delivered on November 19, 1960; and that Joseph Ross' was unclaimed and the original envelope is attached hereto as an exhibit.

FILED

1961 JAN -6 AM 10:21

13

Charles J. Atas, Attorney

State of Maryland

to wit:

County of Anne Arundel

I hereby certify upon this 4th day of January 1961, before me the subscriber a notary public for the State of Maryland, County of Anne Arundel personally appeared Charles J. Atas and he did swear that the affidavit of mailing to non-residents defendants and the exhibits attached thereto are his act.

As witnessed my hand and notary seal.

Gardner Klair, Notary Public
My commission expires: 5/ 1/61

RECEIPT FOR CERTIFIED MAIL—20¢

No. 446781

SENT TO: Mr. Leo Ross

STREET AND NO.: 1210 Second Ave.

CITY AND STATE: Brunswick, Georgia

POSTMARK OR DATE: NOV 17 1960 — GLEN BURNIE, MD.

If you want a return receipt, check which: ☐ 10¢ shows to whom and when delivered ☐ 35¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here ☑ 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800 Jul 1957

SEE OTHER SIDE

RECEIPT FOR CERTIFIED MAIL—20¢

No. 446793

SENT TO: Mr. Andrew M. Ross

STREET AND NO.: 602 Dartmouth Ave.

CITY AND STATE: Brunswick, Georgia

POSTMARK OR DATE: NOV 1960 — GLEN BURNIE, MD.

If you want a return receipt, check which: ☐ 10¢ shows to whom and when delivered ☐ 35¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here ☑ 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800 Jul 1957

SEE OTHER SIDE

RECEIPT FOR CERTIFIED MAIL—20¢

No. 446782

SENT TO: Joseph H. Ass, Esq

STREET AND NO.: 508 Atlantic Nat'l Bank Bldg

CITY AND STATE: Jacksonville 2, Florida

POSTMARK OR DATE: NOV 1960 — GLEN BURNIE, MD.

If you want a return receipt, check which: ☐ 10¢ shows to whom and when delivered ☐ 35¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here ☑ 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800 Jul 1957

SEE OTHER SIDE

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

Deliver ONLY to addressee ☒ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in): Deliver to Addressee Only — Leo H. Ross

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED: NOV 21 1960

ADDRESS WHERE DELIVERED (only if requested in item #1): Brunswick, Ga. P.O.

GPO 855—16—71540-4

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

Deliver ONLY to addressee ☒ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in): Andrew M. Ross Jr.

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED: NOV 19 1960

ADDRESS WHERE DELIVERED (only if requested in item #1):

GPO 855—16—71540-4

CHARLES J. ATAS
ATTORNEY AT LAW
103 CRAIN HIGHWAY, SOUTH
GLEN BURNIE, MD.
CERTIFIED
No. 446782
MAIL
RETURNED TO WRITER
REASON FOR NON-DELIVERY
Moved, Left no address
Unknown
No Such Number
Insufficient address
Illegible
Unclaimed
Deliver to Addressee Only
Joseph H. Ross, Esq.
508 Atlantic National Bank Building
Jacksonville 2, Florida
U.S. POSTAGE
GLEN BURNIE MD
NOV 17 1960
NOV 17 1960

Eq. 14,038

BOOK 156 PAGE 63

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 14th day of January, 19 61, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William McKercher

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.)

David S. Ross, Lee Ross, Andrew Ross, & Joseph Ross

and They 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 January, 19 61.

Notarial Seal

Charles J. [illegible]
Notary Public.

My Commission will expire on: 5/1/1961

Filed,

CLERK'S NOTARY PUBLIC

15

BOOK 156 PAGE 64

William McKercher et al

vs.

David Scarlett Ross et al

No. 14,058 ~~DIVORCES~~ - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendant, David Scarlett Ross et al after Order of Publication duly published ~~(or served)~~ ~~(having been duly summoned)~~ having failed to appear to the Bill of Complaint and answer same, according to the command of the said Order of Publication (or Writ of Summons.)

It is thereupon this 17th day of January 1961, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendant .

And it is further ordered that leave is hereby granted to the Plaintiff .to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said Bill.

D. Bruce Dunbell

Judge

FILED

1961 JAN 18 PM 3:25

15A

WILLIAM MC KERCHER

VS.

DAVID SCARLETT ROSS, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 14,053

* * * * *

DECREE PRO CONFESSO

It appearing this proceedings that this cause of summons issued were twice returned non sunt and the Order of Publication hereto issued was duly published in the Maryland Gazette a newspaper of general circulation in Anne Arundel County against the Defendants, David S. Ross, Joseph H. Ross, Gertrude Ross, his wife, Mary L. Ross, Andrew Ross, Jr., Leo Ross, Lois Ross, Margaret Ross and the unknown heirs and personal representatives, devisees, judgment creditors, if any of Andrew Ross, Henry Ross, and John Lewis Ross/Bonnie S. Ross and any and all persons claiming to have any interest in the real estate therein described as assessed and the said Defendants by the Treasurer of Anne Arundel County on the day of the sale.

And it further appears that the above named Defendants have failed to enter their appearance herein, either by person or by solicitor, and have failed to file an answer to the Bill of Complaint and the time wherein which said Defendants could so appear and file an answer is now expired.

It is thereupon this 6th day of February, 1961, by the Circuit Court for Anne Arundel County in Equity

1961 FEB -7 AM 11:21

16

ORDERED, ADJUDGED and DECREED that the bill of complaint be and the same is hereby taken Decree Pro Confesso against the Defendants Davis S. Ross, Joseph H. Ross, Gertrude Ross, Mary L. Ross, Andrew Ross, Jr., Leo Ross, Lois Ross, Margaret Ross and the unknown heirs, personal representatives, devisees, judgment creditors if any of Andrew Ross, Henry Ross, John Lewis Ross and any and all persons claiming to have an interest in the real estate therein described; as the same is assessed to the Defendants on the books of the Treasurer of Anne Arundel County.

JUDGE

17

WILLIAM MC KERCHER	*	IN THE
		CIRCUIT COURT
VS.	*	
		FOR
DAVID SCARLETT ROSS, et al	*	ANNE ARUNDEL COUNTY
		Equity No. 14,058
	*	

* * * * * * *

DECREE

The proceedings in the same having been read and considered and it appearing to the Court that the Defendant, David S. Ross, having been returned "non sunt" on two successive occasions, and the Defendant, Joseph H. Ross, Leo Ross and Andrew Ross, Jr. having received to attempted to have been sent certified mailings of the Bill of Complaint and Order of Publication and an Order of Publication having been run against David S. Ross, Mary L. Ross, unmarried, Joseph H. Ross, Gertrude Ross, Margaret Ross, Andrew Ross, Jr., Leo Ross, Lois Ross, Andrew Ross, Henry Ross, John Lewis Ross, Bonnie S. Ross, and any other unknown heirs, personal representatives, devisees, judgment creditors, of any of the parties, and after proper publication a Decree Pro Confesso having been passed on the 6th day of February, 1961, in and to all of that Tract of land containing nine tenths of an acre more or less located in the Fourth Election District and having failed to appear in the time limited by the Order of Publication directed to the Defendants, herein,

1961 MAR 13 AM 12:0

it is this 11th day of March, 1961, by the Circuit Court for Anne Arundel County ORDERED, ADJUDGED and DECREEDED that all rights of redemption in and to the property mentioned herein of the Defendants, Davis S. Ross, Joseph H. Ross, Gertrude Ross, Mary L. Ross, Andrew Ross, Jr., Leo Ross and Lois Ross, his wife, and any and all of the unknown heirs, personal representatives, devisees, judgment creditors, if any of Andrew Ross, Henry Ross, John Lewis Ross, Bonnie S. Ross, and any and all persons having or claiming any interest in the said property and they are hereby foreclosed and as between the parties to this suit and absolute indefeasible fee simple title is vested in the Plaintiff in the following described property, beginning for the same at the intersection of the Northwest side of Urban Avenue with the Northeast side of Betson Avenue and running thence and binding on the Northwest side of Urban Avenue North 37 degrees east 400 feet more or less to the Southwest side of Mayfield Avenue thence on and with the said Southwest side of Mayfield Avenue 125 feet, thence at the right angles thereto, and binding on the property conveyed to August C. May and wife by deed dated the 29th day of July, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 14, folio 314, and the property conveyed to Albert J. Cook by deed dated the 8th day of July, 1927, recorded as aforesaid in Liber F.S.R. 14, folio 217, 400 feet to the northeast side of Betson Avenue, thence along the said northeast side of Betson Avenue Southeasterly 125 feet to Urban Avenue and the place of beginning, excepting therefrom,

19

however, all that lot of ground conveyed to William L. Mc Kercher and wife by Lyle O. Foster, by deed dated the 11th day of February, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 350, folio 115; the property conveyed to Davis Scarlet Ross by Aldrich C. Wiley and wife, by deed dated the 30th day of January, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 58, folio 461.

It is thereupon ORDERED that the Treasurer of Anne Arundel County collector of taxes in and for the State of Maryland, Anne Arundel County execute and deliver to William L. McKercher and Elva McKercher, his wife, Plaintiffs in the above proceedings a deed of conveyance to the aforesaid parcel of land, upon payment of taxes, if any be due thereon, and the balance of the purchase price if any and it is further ORDERED that the Plaintiff pay the costs of this suit.

JUDGE

NOAH A. HILLMAN,
4 Randall Court,
Annapolis, Maryland,

PLAINTIFF

VS.

MAX GLICKMAN,
627 S. Waverly Drive,
Wichita, Kansas

MARY GLICKMAN,
627 S. Waverly Drive,
Wichita, Kansas

LORRAINE TAYLOR ELLIS,
DAC G2A FFE 18 A (Rear)
APO 343, FPO
San Francisco, California

ALICE LORRAINE MOSS COLEMAN,
RFD 31 - Palma Sola Park,
Bradenton, Florida

MERLE MOSS JOHNSTON
121 Scott Avenue
Sanford, Florida

JOSEPH F. COLEMAN, JR.
2411 Prospect Street
Evanston, Illinois

JANE ELLEN JOHNSTON RUSK
Villa La Taniere - St. Jean
Cap Ferrat
Alps Maritime, France

NANCY C. RUSK, infant
Villa La Taniere, St. Jean
Cap Ferrat
Alps Maritime, France

JUDITH L. RUSK, infant,
Villa La Taniere - St. Jean
Cap Ferrat
Alps Maritime, France

WALTER F. COLEMAN,
841 S. Lakonia Avenue
Norman, Oklahoma,

Non-residents, the respective heirs, personal representatives and devisees, if any of said persons be now deceased

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 15560 EQUITY

FILED

1963 APR 19 PM 3:48

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

FILED

1963 APR 19 PM 3:48

BOOK 156 PAGE 71

ARCHIE GLICKMAN, *
4029 Park Heights Ave.,
Baltimore, Maryland *

TILLIE IVREY ROSENSTEIN *
5 Murray Avenue
Annapolis, Maryland *

LEON M. LIPMAN *
130 Lafayette Avenue
Annapolis, Maryland *

MINNIE D. LIPMAN SMELLOW *
100 S. Cherry Grove Avenue
Annapolis, Maryland *

MARGARET C. DOWSETT *
130 Prince George Street
Annapolis, Maryland *

JANE REVELL MOSS *
Guardian of Clifton Revell Moss
130 Prince George Street *
Annapolis, Maryland
*

MARGARET BRADLEY MOSS,
146 Prince George Street *
Annapolis, Maryland
*

JANE MOSS COLEMAN DRISCOLL
2223 Maryland Avenue *
Baltimore 18, Maryland
*

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY *
Court House
Annapolis, Maryland *

STATE OF MARYLAND *
(Attorney General of Maryland)
1201 Mathieson Building *
Baltimore 2, Maryland,
*

Residents and the respective
unknown heirs, personal re- *
presentatives and devisees
if any of said persons be now *
deceased,
*

DEFENDANTS
*

* * * * * *

BILL OF COMPLAINT TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff, Noah A. Hillman, by Noah A. Hillman his Solicitor, respectfully shows:

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

1. That Harry Ivrey, Joseph Lipman, Joseph Glickman and Raymond L. Moss, all of Anne Arundel County, Maryland, became the owners of two contiguous tracts of land in the Fourth Election District of Anne Arundel County. This land bounds on the East side of Burns Crossing Road and Southeast side of Sappington Station Road. It was acquired by a Deed dated May 11, 1926 from James M.Munroe and A. Theodore Brady, Trustees and is recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 29, folio 217. A certified copy of this Deed is filed herewith as Plaintiff's Exhibit "A" and is prayed to be taken as part hereof.

2. That the four Grantees aforesaid did, on March 17, 1936, grant a right-of-way over said lands to Consolidated Gas, Electric Light and Power Company of Baltimore by a Deed recorded in Liber F.A.M. No. 150, folio 20, under which it constructed within said right-of-way an electric transmission line.

3. That thereafter default occurred in the payment of State, County and School taxes due and owing for the year 1942, and assessed to the said Harry Ivrey, Joseph Lipman, Joseph Glickman and Raymond L. Moss. Whereupon the Treasurer of Anne Arundel County sold said property, at Public Sale, on October 11, 1943 to the Plaintiff.

4. That the said sale was ratified by this Court December 4, 1944 in Tax Sale proceedings No. 6328. The same is recorded in Tax Sale Docket JHH No. 6, folio 161. The Plaintiff prays that the tax sale proceedings be considered as incorporated herein and made a part hereof.

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

5. That the Treasurer of Anne Arundel County did, on August 24, 1945, grant and convey to the Plaintiff by a fee simple Deed, said tracts of land. This Deed is recorded among the Land Records of Anne Arundel County in Liber JHH No. 382, folio 58. A certified copy thereof is filed herewith as Plaintiff's Exhibit "B" and is prayed to be taken as part hereof.

6. That the Plaintiff paid the full purchase price to the Treasurer of Anne Arundel County, as well as all accrued taxes, including the year 1945, upon recording said Deed.

7. That the Plaintiff has been in continuous and constructive possession of said land, which consists of unimproved woodland and scrub growth, since the sale aforesaid.

8. That the Plaintiff has paid State, County and School taxes for every year commencing with the year 1942 and through the year 1962, on said lands.

9. That on April 16, 1957 a Petition was filed in this Court by Baltimore Gas and Electric Company (formerly Consolidated Gas, Electric Light and Power Company of Baltimore) seeking to acquire by condemnation further rights in the aforesaid right-of-way, namely, for the construction, operation and maintenance of electric and gas transmission lines including steel towers, etc. That case is titled "Baltimore Gas and Electric Company vs. Mary Glickman, Et Al" and is No. 8764 Law. The Plaintiff refers to the papers, docket entries and record of said case and prays that it be considered incorporated herein.

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

10. That the Plaintiff was named one of the Defendants in the condemnation case referred to. All of the four original owners (Ivrey, Lipman, Glickman and Moss) have died, and their heirs at law or legatees were named Defendants also.

11. That the Plaintiff answered said condemnation case and,

(a) denied the interests of the aforesaid heirs at law and legatees;

(b) Showed that he is the sole owner of the lands;

(c) That he had paid taxes for all of the years of his ownership;

(d) That none of the original owners (the deceased four) or their heirs at law or legatees had ever questioned the Plaintiff's ownership;

(e) That no negotiations were ever started for redemption of the property and

(f) That neither the original four owners nor their heirs at law or legatees ever instituted proceedings in this Court or elsewhere concerning said property and the redemption thereof.

12. That a trial before this Court and a Jury was held in the condemnation case on July 29, 1957 on the question only of the amount of damages. An inquisition was returned for $ 225.00. The record shows that some of the Defendants answered and were represented by counsel. Some of the Defendants did not answer.

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

13. That the Plaintiff refers here, so far as he can ascertain, the dates of death of the four original owners of said tracts as well as to the pertinent data:

(a) Harry Ivrey died, testate, September 11, 1949. He left to his widow, Tillie Ivrey, all interest in real estate which he might have. The Will is recorded in the Orphans Court for Anne Arundel County in Wills Docket 56 RGP No. 4, folio 65 and is No. 7911 Administrations.

(b) Joseph Lipman died, testate, February 3, 1930. He made certain specific bequests of personalty. The rest and remainder he left to his widow, Bessie E. Lipman. The Will is recorded in the Orphans Court for Anne Arundel County in Wills Docket 50, OBD 4, folio 495 and is No. 4067 Administrations.

(c) Joseph Glickman died April 2, 1950. The Plaintiff does not know if he left a Will or not but he believes that no administration was had on his Estate and it is Not recorded in the Orphans Court for Anne Arundel County.

(d) Raymond L. Moss died in the year 1941 sometime subsequent to February 25th and prior to July 21st. No administration was had on his Estate.

14. That except for formal Answers in the condemnation suit, no person claiming to have an interest in the property has taken any steps to the knowledge of the Plaintiff, to assert a claim or interest in said property either before the condemnation case or since. More than five years has elapsed since the condemnation case was tried.

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

15. That regardless of the fact no person has claimed to have an interest in said properties nevertheless since the aforesaid condemnation case is of record the same constitutes a cloud upon Plaintiff's title.

16. That the Plaintiff has made diligent search and inquiry to ascertain those persons who might possibly claim through, by or from the four original owners of said lands if title be assumed to have vested in them by Will or otherwise and they are as follows:

(a) Harry Ivrey, as to one-fourth interest, his widow, Tillie Ivrey. She has since remarried and is now Tillie Rosenstein, 5 Murray Avenue, Annapolis, Maryland.

(b) Joseph Lipman, as to one-fourth interest, his widow, Bessie E. Lipman. She died testate April 23, 1942 (No. 5809 Administrations, Orphans Court for Anne Arundel County) leaving certain bequests and rest and remainder to her children, Leon M. Lipman, 130 Lafayette Avenue, Annapolis, Maryland and Minnie D. Lipman Smellow, 100 S. Cherry Grove Avenue, Annapolis, Maryland. (Mrs. Lipman's Will is recorded in Liber R.G.P. 1, folio 271).

(c) Joseph Glickman, as to one-fourth interest, his widow, Mary Glickman, his sons, Max Glickman and Archie Glickman. The Plaintiff, as will appear in the titling to this case, has used the same addresses which appear in the condemnation suit.

(d) Raymond L. Moss, as to one-fourth interest, nieces and nephews and/or grandnieces and grandnephews, they being the next of kin and heirs at law. The Plaintiff,

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

as will appear in the titling to this case, has used the same addresses which appear in the condemnation suit.

Wherefore, the Plaintiff:

(a) Invokes proceedings under Article 16, Section 128, Annotated Code of Maryland

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

And, as in duty bound, etc.

Noah A. Hillman
Plaintiff

Noah A. Hillman
Noah A. Hillman
Maryland Hotel Building
Annapolis, Maryland
Colonial 3-3131

Solicitor for Plaintiff

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 19th day of March, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Noah A. Hillman who made oath that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge, information and belief.

As witness my hand and Notarial Seal.

Naomi K. Cox
Notary Public

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

THIS DEED, Made this 11th dey of May, in the year Nineteen hundred and twenty-six, by James M. Munroe and A. Theodore Brady, Trustees, witnesseth:

WHEREAS, In execution of the decree of the Circuit Court for Anne Arundel County, sitting in Equity, passed on the 6th day of February, in the year 1926, in a case in the said Court pending wherein Wesley Lowman is plaintiff and Emma V. Green, et al are defendants, No. 4989 Equity in said Court, the said Trustees after heving given bond as required by the said decree and heving duly advertised the property decreed to be sold, did sell the same on the 9th day of March, 1926, to Harry Ivrey, Joseph Lipman, Joseph Glickman end Reymond L. Moss, at public sele et and for the sum of two thousand and ten dollars ($2010.00) and

WHEREAS, The said sale has been duly reported to end retified by the seid Court sitting in Equity, ell of which will eppear by referenoe to the proceedings in said oase and

WHEREAS, The purchasers have peid the full purchase money for the said property, to wit, the sum of two thousand and ten dollars and are now entitled to receive a deed for the same.

NOW THEREFORE, In oonsideration of the premises end of the peyment of the said purchase money, the said James M. Munore and A. Theodore Brady, Trustees, do by these presents grant and convey unto the said Herry Ivrey, Joseph Lipman, Joseph Glickman, and Raymond L. Moss, their heirs and assigns, in fee simple, all the right, title, interest and estate of all the parties to the aforesaid oause in and to the following property eituate in the Fourth Eleotion District of Anne Arundel County, being a part of the property of which Lorenzo Lowman dies seized and possessed and which is laid down on the plat filed in said oase and described as follows, to wit:

1st. Beginning for the same at a stone on the south edge of a private road, said point of beginning being the beginning point of the whole tract as recorded in the Land Records of Anne Arundel County in Libar G.W. No. 92, folio 158, thence South 68° 52' East 580.8 feet to a stake on said East side of said road, thence leaving seid private road and with the outlines North 45' West 1215.7 feet to the Widow's lot or Lot No.2, thence with the lines of lot No.2 South 89° 15' West 767 feet to the center of the County Road from Beltimore to Gembrills, thence with said road South 2° 1' East 157 feet, South 11° 21' East 268.6 feet South 17° 14' West 478.8 feet, thence leaving said road South 67° 48' East 346.5 feet to the beginning, containing 18.65 acres of land, more or less, according to survey and plat of same made by Edward Hall, Jr., Surveyor, December, 1925, and being Lot No.1 shown on said plat.

2nd. Beginning for the same at the Northeast corner of Lot No.2, said point of beginning being North 45' West 1495.7 feet from the end of the second line of the whole treat as recorded in the Land Records of Anne Arundel County in Liber G.W. No. 92, folio 158, thence with the outlines North 45' West 1667 feet to the center of the County Road from Benfield to Sappington Station, thence with seid road as now located South 80° 26' West 267.4 feet South 62° 17' West 148.8 feet, South 42° 49' West 292.0 feet, South 42° 28' West 277.1 feet and South 49° 16' West 144.1 feet to the interesection of said road with the County Road from Baltimore to Gambrills, thence with said County Road from Baltimore to Gambrills, thence with said County Road south 8° 55' East 286 feet to the conveyance to Milton Lowman recorded as aforesaid in Liber W.N.W. No. 80, folio 135, thence with the lines of said Lowman North 86° 18' East 295 feet, more or less, South 3° 42' East 295 feet and South 86° 18' West 295.3 feet to a pipe on the east edge of said road, thence

Raymond L. Moss Aug 19-1926

PLAINTIFF'S EXHIBIT 1963

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with the center of said road, South 2° 26' East 197.5 feet and South 12° 26' East 285.3 feet to the Northwest corner of Lot No.2, thence with the North side of same North 89° 15' East 789.7 feet to the beginning. Being Lot No.3 and containing 26.88 acres of land, more or less, according to a survey and plat thereof made by the said Edward Hall, Jr., Surveyor, in December, 1925.

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

TO HAVE AND TO HOLD the said lots of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtanances and advantages thereto belonging or apperteining unto and to the proper use and benefit of the said Harry Ivrey, Joseph Lipman, Joseph Glickman and Reymond L. Moss, their heirs and assigns, in fee simple.

WITNESS the hands and seels of said grantors.

Test: James M. Munroe , (Seal)

Mary Elizabeth Brown. A.T. Brady. (Seal)

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, thet on this 11th day of May in the year Nineteen hundred and twenty-six, before me, the subscriber, a Notery Public of the State of Maryland, in and for the County aforesaid, personally eppeered James M. Munroe and A.Theodore Bredy, Trustees, the grantors named in the foregoing Deed and acknowledged the foregoing Deed to be their act.

As Witness my hand and seal Notarial.

(Notery Seel) Mary Elizabeth Brown - Notary Public.

Recorded 11 May, 1926 - 9 A.M.

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber W.M.B No. 29 folio 217 one of the LAND Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 20th day of MARCH A. D., 196 3

Irene M. Clarke

Clerk of the Circuit Court for Anne Arundel County

(INT. REV. STAMPS-$ .55) (MD. STATE STAMPS-$ .10)

THIS DEED, made this 24 day of August, 1945, by and between Thomas W. Davis, Treasurer of Anne Arundel County, State of Maryland, Grantor and Noah A. Hillman, of the County and State aforesaid, Grantee.

WHEREAS, default having occured in payment of State, County and School taxes due and owing on the property hereinafter mentioned for the year 1942, and assessed to Harry Ivrey, Jospeh Lipman, Joseph Glickman and Raymond L. Moss, the Treasurer of Anne Arundel County, James A. Walton, under the provisions of law of the State of Maryland and in compliance with duties thereof imposed upon him, having first complied with all the provisions of the law in relation thereto, did sell the hereinafter mentioned and described property to enforce the payment of said taxes so in default, and

WHEREAS, the said James A. Walton, Treasurer as aforesaid, sold said property at public

PLAINTIFF'S EXHIBIT "B"
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1963 APR 19 P.M. 3:48

sale to Noah A. Hillman, he being the highest bidder therefor, and

WHEREAS, the said sale was duly reported to the Circuit Court for Anne Arundel County and after due publication of an Order Nisi, as required by law, the said sale was finally ratified and confirmed by the said Court on December 4, 1944, and

WHEREAS, the said James A. Walton having since died and Thomas W. Davis having been duly appointed to succeed him for his unexpired term as Treasurer of Anne Arundel County, is authorized to execute a Deed for the said property.

NOW, THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the premises and the sum of $110.00 paid by the grantee to the said James A. Walton, late Treasurer of Anne Arundel County, the said Thomas W. Davis, Treasurer of Anne Arundel County does hereby grant and convey unto the said Noah A. Hillman, his heirs and assigns, in fee simple, all those tracts or parcels of land situate in the Fourth Election District of Anne Arundel County, which is more particularly described as follows, that is to say:-

FIRST_ BEGINNING for the same at a stone on the South edge of a private road, said point of beginning being the beginning point of the whole tract as recorded in the Land Records of Anne Arundel County in Liber G.W. No. 92, folio 158, thence South 68 degrees 52 minutes East 580.8 feet to a stake on said East side of said road, thence leaving said private road and with the outlines North 45 minutes West 1215.7 feet to the Widow's lot or Lot No. 2, thence with the lines of Lot No. 2 South 89 degrees 15 minutes West 767 feet to the center of the County Road from Baltimore to Gambrills, thence with said road South 2 degrees 1 minute East 157 feet, South 11 degrees 21 minutes East 268.6 feet, South 17 degrees 14 minutes West 478.8 feet, thence leaving said road South 67 degrees 48 minutes East 346.5 feet to the beginning, containing 18.65 acres, more or less, according to a survey and plat of same made by Edward Hall, Jr., Surveyor, December, 1925, and being Lot No. One shown on said plat. This plat being filed in a cause titled "Wesley Lowman vs. Emma V. Green, et al" and being No. 4989 Equity in the Circuit Court for Anne Arundel County-In Equity, and the same being recorded with the proceedings of said case in Equity Record F.S.H. No. 9, at folio 420.

SECOND- BEGINNING for the same at the Northeast corner of Lot No. 2, said point of beginning being North 45 minutes West 1495.7 feet from the end of the second line of the whole tract as recorded in the Land Records of Anne Arundel County in Liber G.W. No. 92, folio 158, thence with the outlines North 45 minutes West 1667 feet to the center of the County Road from Benfield to Sappington Station, thence with said road as now located South 80 degrees 26 minutes West 267.4 feet, South 62 degrees 17 minutes West 148.8 feet, South 42 degrees 49 minutes West 292.0 feet, South 42 degrees 28 minutes West 277.1 feet and South 49 degrees 16 minutes West 144.1 feet to the intersection of said road with the County Road from Baltimore to Gambrills, thence with said County Road from Baltimore to Gambrills, thence with said County Road South 8 degrees 55 minutes East 286 feet to the conveyance to Milton Lowman recorded as aforesaid in Liber W. N. W. No. 80, folio 133, thence with the lines of said Lowman North 86 degrees 18 minutes East 295 feet, more or less, South 3 degrees 42 minutes East 295 feet and South 86 degrees 18 minutes West 295.3 feet to a pipe on the East edge of said road, thence with the center of said road, South 2 degrees 26 minutes East 197.5 feet and South 12 degrees 26 minutes East 285.3 feet to the Northwest corner of Lot No. 2, thence with the North

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J.H.H. #382

side of same North 89 degrees 15 minutes East 789.7 feet to the beginning. Being Lot No. 3 and containing 26.88 acres of land, more or less, according to a survey and plat thereof by the said Edward Hall, Jr., Surveyor in December, 1925, recorded as aforesaid.

BEING the same land which was sold for non-payment of taxes, as aforesaid, and the proceedings recorded in Tax Sale Docket J.H.H. No. 34, folio 261, the tax sale number being 6328.

BEING the same land which by deed dated May 11, 1926 and recorded among the Land Records aforesaid in Liber W.M.B. No. 29, folio 217 was conveyed to the said Harry Ivrey, Joseph Lipman, Joseph Glickman and Raymond L. Moss.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Noah A. Hillman, his heirs and assigns, in fee simple.

WITNESS the hand and Seal of the Grantor.

WITNESS: THOMAS W. DAVIS (SEAL)

LILLIAN M. FINE TREASURER OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 24 day of August, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel_, personally appeared Thomas W. Davis, Treasurer of Anne Arundel County and acknowledged the aforegoing Deed to be his act.

As Witness my hand and Notarial Seal.

(NOTARIAL SEAL) LILLIAN M. FINE

NOTARY PUBLIC

Recorded September 10, 1946 at 9:00 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber J.H.H. No. 382 folio 58 one of the LAND Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 20th day of MARCH A. D., 1963

Louis N. Phipps

Clerk of the Circuit Court for Anne Arundel County

13

NOAH A. HILLMAN, *
4 Randall Court,
Annapolis, Maryland, *

PLAINTIFF *

VS. *

MAX GLICKMAN, *
627 S. Waverly Drive,
Wichita, Kansas *

MARY GLICKMAN, *
627 S. Waverly Drive,
Wichita, Kansas *

LORRAINE TAYLOR ELLIS, *
DAC G2A FFE 18 A (Rear)
APO 343, FPO *
San Francisco, California

ALICE LORRAINE MOSS COLEMAN, *
RFD 31 - Palma Sola Park,
Bradenton, Florida *

MERLE MOSS JOHNSTON
121 Scott Avenue *
Sanford, Florida

JOSEPH F. COLEMAN, JR. *
2411 Prospect Street
Evanston, Illinois

JANE ELLEN JOHNSTON RUSK
Villa La Taniere- St. Jean *
Cap Ferrat
Alps Maritime, France *

NANCY C. RUSK, infant *
Villa La Taniere, St. Jean *
Cap Ferrat
Alps Maritime, France *

JUDITH L. RUSK, infant, *
Villa La Taniere - St. Jean
Cap Ferrat *
Alps Maritime, France

WALTER F. COLEMAN, *
841 S. Lakonia Avenue
Norman, Oklahoma, *

Non-residents, the respective *
heirs, personal representatives
and devisees, if any of said *
persons be now deceased *

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 15560 EQUITY

FILED

1963 APR 19 PM 3:43

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 3-8181

14

ARCHIE GLICKMAN, *
4029 Park Heights Ave.,
Baltimore, Maryland *

TILLIE IVREY ROSENSTEIN *
5 Murray Avenue
Annapolis, Maryland *

LEON M. LIPMAN *
130 Lafayette Avenue
Annapolis, Maryland *

MINNIE D. LIPMAN SMELLOW *
100 S. Cherry Grove Avenue
Annapolis, Maryland *

MARGARET C. DOWSETT *
130 Prince George Street
Annapolis, Maryland *

JANE REVELL MOSS *
Guardian of Clifton Revell Moss
130 Prince George Street *
Annapolis, Maryland
*

MARGARET BRADLEY MOSS,
146 Prince George Street *
Annapolis, Maryland
*

JANE MOSS COLEMAN DRISCOLL
2223 Maryland Avenue *
Baltimore 18, Maryland
*

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY *
Court House
Annapolis, Maryland *

STATE OF MARYLAND *
(Attorney General of Maryland)
1201 Mathieson Building *
Baltimore 2, Maryland,
*

Residents and the respective
unknown heirs, personal re- *
presentatives and devisees
if any of said persons be now *
deceased,
*

DEFENDANTS
*

* * * * * *

ORDER OF PUBLICATION

* * * * * *

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND
COLONIAL 2-5151

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This is to give notice that on the 19 day of April, 1963 a Bill of Complaint to Quiet Title was filed in the Circuit Court for Anne Arundel County by the Plaintiff against the Defendants whose last known addresses are as shown in the title hereto. The Bill alleges in substance:

1. That Harry Ivrey, Joseph Lipman, Joseph Glickman and Raymond L. Moss were the owners of two contiguous tracts of land in the Fourth Election District of Anne Arundel County, which was acquired by Deed dated May 11, 1926 from James M. Munroe and A. Theodore Brady, Trustees, recorded in Liber W.M.B. No. 29, folio 217.

2. That because of default in payment of taxes for 1942 said property was sold on October 11, 1943, by the Treasurer of Anne Arundel County, to the Plaintiff and ratified December 4, 1944 in Tax Sale Proceedings No. 6328.

3. That the Plaintiff acquired said property by Deed from the Treasurer of Anne Arundel County August 24, 1925 recorded in Liber JHH No. 382, folio 58 and that he has been in continuous and constructive possession of said land since the sale, has paid State, County and School taxes for every year commencing with 1942 and through 1962.

4. That on April 17, 1957 the Baltimore Gas and Electric Company filed a Petition in the Circuit Court for Anne Arundel County, No. 8764 Law, to acquire certain rights in a right-of-way through said lands; and that the Plaintiff and heirs at law or legatees of the original owners (Ivrey, Lipman, Glickman and Moss) were named Defendants.

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

5. That the Plaintiff claims said heirs at law have no interest; that he is sole owner of the lands; that neither the original owners or their heirs at law or legatees ever questioned Plaintiff's ownership; no negotiations were ever started for redemption nor have any proceedings been instituted by the original four owners or others, concerning said property and redemption thereof.

The Bill further states in substance that the original parties who were owners died, gives the dates of their death and other pertinent information; that except for formal Answers in the condemnation case no person claiming to have an interest in the property has taken any steps to assert a claim or interest in said property either before or after the condemnation case and that more than five years has elapsed since the case was tried; that nevertheless the condemnation case is of record and constitutes a cloud upon Plaintiff's title.

The Bill finally states that Plaintiff has made diligent search and inquiry to ascertain those persons who might possibly claim through, by or from the four original owners if title be assumed to have vested in them by Will or otherwise; and that such persons, named, are those who are referred to in the titling to this case.

The relief prayed is the invoking of proceedings under Article 16, Section 128, Annotated Code of Maryland and for such other and further relief as may be required.

Whereupon, it is Ordered by the Circuit Court for Anne Arundel County this 19th day of April, 1963 that the

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

Plaintiff cause a copy of this Order to be inserted in a newspaper published in Anne Arundel County, once a week in each of four successive weeks, before the 24th day of May, 1963, giving notice to the said non-resident Defendants of the object and substance of the Bill of Complaint and warning them to show cause, if any there may be, on or before the 26th day of August 1963, why a decree should not be passed as prayed.

Louis N. Phipps
Clerk

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

BOOK 156 PAGE 88

NOAH A. HILLMAN, Plaintiff	:	IN THE
		CIRCUIT COURT
v.	:	
		FOR
MAX GLICKMAN, et al., Defendants	:	ANNE ARUNDEL COUNTY
	:	No. 15, 560 EQUITY

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Defendant, the State of Maryland, by Thomas B. Finan, Attorney General, and Robert C. Murphy, Deputy Attorney General, its attorneys, in answer to the Bill of Complaint to Quiet Title heretofore filed against it, respectfully says:

That it has no knowledge of the matters and facts set forth in said Bill, and, hence, demands strict proof of such allegations, agreeing at all times to submit to whatever decree the Court may pass in the premises.

Thomas B. Finan
Attorney General

Robert C. Murphy
Deputy Attorney General
Attorneys for State of Maryland
10 Light Street
Baltimore 2, Md. (539-5413)

I HEREBY CERTIFY That on this 6th day of May, 1963, a copy of the within Answer was mailed to Noah A. Hillman, Esq., Plaintiff, Maryland Hotel Building, Annapolis, Maryland.

Robert C. Murphy
Deputy Attorney General

FILED

1963 MAY -8 AM 9:04

19

NOAH A. HILLMAN

vs.

MAX GLICKMAN, et al

BOOK 156 PAGE 89

IN

THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 15,560 EQUITY

* * * * * * *

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes the Board of County Commissioners of Anne Arundel County, Respondent, by Henry J. Tarantino, Joseph W. Hoy and Richard N. Hambleton, their Solicitors and for answer to the Bill of Complaint filed herein respectfully say:

1. That they have no knowledge of the allegations contained in Paragraphs 1,2,3,4,5,6,7,9,10,11,12,13,14,15 and 16.

2. That they admit the allegations that the taxes are paid as alleged in Paragraph 8.

WHEREFORE, the Respondent County Commissioners of Anne Arundel County having fully answered the Bill of Complaint and having no interest in same, pray to be dismissed with their proper costs.

AND AS IN DUTY BOUND, etc.

HENRY J. TARANTINO
JOSEPH W. HOY
RICHARD N. HAMBLETON
Solicitors for the Respondent

By _____
Joseph W. Hoy
Courthouse
Annapolis, Maryland
CO3-9251

I hereby certify that on this 8th day of May, 1963, a copy of the aforegoing Answer to Bill of Complaint was mailed to Mr. Noah A. Hillman, Maryland Inn Bldg, Annapolis, Maryland.

_____
Joseph W. Hoy

FILED 1963 MAY -8 PM 12:56

20

NOAH A. HILLMAN,
Solicitor
Annapolis, Md.

In The Circuit Court For Anne Arundel County No. 15,560 Equity

NOAH A. HILLMAN,
Randall Court,
Annapolis, Maryland,
PLAINTIFF

VS.

MAX GLICKMAN,
627 S. Waverly Drive,
Wichita, Kansas
MARY GLICKMAN,
627 S. Waverly Drive,
Wichita, Kansas
LORRAINE TAYLOR ELLIS,
DAC G2A FFE 18 A (Rear)
APO 343, FPO
San Francisco, California
ALICE LORRAINE MOSS COLEMAN,
RFD 31 — Palma Sola Park,
Bradenton, Florida
MERLE MOSS JOHNSTON
121 Scott Avenue
Sanford, Florida
JOSEPH F. COLEMAN, JR.
2411 Prospect Street
Evanston, Illinois
JANE ELLEN JOHNSTON RUSK
Villa La Taniere-St. Jean
Cap Ferrat
Alps Maritime, France
NANCY C. RUSK, Infant
Villa La Taniere, St. Jean
Cap Ferrat
Alps Maritime, France
JUDITH L. RUSK, Infant,
Villa La Taniere — St. Jean
Cap Ferrat
Alps Maritime, France
WALTER F. COLEMAN,
841 S. Lakonia Avenue
Norman, Oklahoma,
Non-residents, the respective heirs, personal representatives and devisees, if any of said persons be now deceased
ARCHIE GLICKMAN,
4029 Park Heights Ave.,
Baltimore, Maryland
TILLIE IVREY ROSENSTEIN
5 Murray Avenue
Annapolis, Maryland
No. 21 LEON M. LIPMAN
30 Lafayette Avenue
Annapolis, Maryland
MINNIE D. LIPMAN SMELLOW
00 S. Cherry Grove Avenue
Annapolis, Maryland
MARGARET C. DOWSETT
130 Prince George Street
Annapolis, Maryland
JANE REVELL MOSS
Guardian of Clifton Revell Moss
30 Prince George Street
Annapolis, Maryland
MARGARET BRADLEY MOSS
46 Prince George Street
Annapolis, Maryland
JANE MOSS COLEMAN DRISCOLL
2223 Maryland Avenue
Baltimore 18, Maryland
COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY
Court House
Annapolis, Maryland
STATE OF MARYLAND
(Attorney General of Maryland)
1201 Mathieson Building
Baltimore 2, Maryland,
Residents and the respective unknown heirs, personal representatives and devisees if any of said persons be now deceased,
DEFENDANTS

Order Of Publication

* * *

This is to give notice that on the 19th day of April, 1963 a Bill of Complaint to Quiet Title was filed in the Circuit Court for Anne Arundel County by the Plaintiff against the Defendants whose last known addresses are as shown in the title hereto. The Bill alleges in substance:

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 90

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 15, 1963

We hereby certify, that the annexed

Order of Publication

Eq. 15,560

Max Glickman

and Others

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of May, 1963. The first insertion being made the 23rd day of April, 1963

FILED

1963 MAY 15 PM 4:01

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

1. That Harry Ivrey, Joseph Lipman, Joseph Glickman and Raymond L. Moss were the owners of two contiguous tracts of land in the Fourth Election District of Anne Arundel County, which was acquired by Deed dated May 11, 1926 from James M. Munroe and A. Theodore Brady, Trustees, recorded in Liber W.M.B. No. 29, folio 217.

2. That because of default in payment of taxes for 1942 said property was sold on October 11, 1943, by the Treasurer of Anne Arundel County, to the Plaintiff and ratified December 4, 1944 in Tax Sale Proceedings. No. 6328.

3. That the Plaintiff acquired said property by Deed from the Treasurer of Anne Arundel County August 24, 1945 recorded in Liber JHH No. 382, folio 58 and that he has been in continuous and constructive possession of said land since the sale, has paid State, County and School taxes for every year commencing with 1942 and through 1962.

4. That on April 17, 1957 the Baltimore Gas and Electric Company filed a Petition in the Circuit Court for Anne Arundel County, No. 8764 Law to acquire certain rights in a right-of-way through said lands; and that the Plaintiffs and heirs at law or legatees of the original owners (Ivrey, Lipman, Glickman and Moss) were named Defendants.

5. That the Plaintiff claims said heirs at law have no interest; that he is sole owner of the lands; that neither the original owners or their heirs at law or legatees ever questioned Plaintiff's ownership no negotiations were ever started for redemption nor have any proceedings been instituted by the original four owners or others, concerning said property and redemption thereof.

The Bill further states in substance that the original parties who were owners died, gives the dates of their death and other pertinent information; that except for formal Answers in the condemnation case no person claiming to have an interest in the property has taken any steps to assert a claim or interest in said property either before or after the condemnation case and that more than five years has elapsed since the case was tried; that nevertheless the condemnation case is of record and constitutes a cloud upon Plaintiff's title.

The Bill finally states that Plaintiff has made diligent search and inquiry to ascertain those persons who might possibly claim through, by or from the four original owners, if title be assumed to have vested in them by Will or otherwise; and that such persons, named, are those who are referred to in the titling to this case.

The relief prayed is the invoking of proceedings under Article 16, Section 128, Annotated Code of Maryland and for such other and further relief as may be required.

Whereupon, it is Ordered by the Circuit Court for Anne Arundel County this 19th day of April, 1963 that the Plaintiff cause a copy of this Order to be inserted in a newspaper published in Anne Arundel County, once a week in each of four successive weeks, before the 24th day of May, 1963, giving notice to the said non-resident Defendants of the object and substance of the Bill of Complaint and warning them to show cause, if any there may be, on or before the 26th day of August 1963, why a decree should not be passed as prayed.

*LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

M-14

BOOK 156 PAGE 92

NOAH A. HILLMAN, 4 Randall Court Annapolis, Maryland	:	NO. 15,560 EQUITY
Plaintiff	:	IN THE
vs.		CIRCUIT COURT
MAX GLICKMAN, et al,	:	FOR
Defendants	:	ANNE ARUNDEL COUNTY

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Come now Margaret C. Dowsett and Jane Revell Moss (guardian of Clifton Revell Moss), two of the respondents herein, by their solicitors, Childs and Bald, and in answer to the Bill of Complaint filed against them, respectfully say:

1. That they admit the allegations of Paragraph 13 (d).

2. That they have no personal knowledge of any of the other allegations contained in said bill and, therefore, can neither admit nor deny the same but require the strictest of proof thereof.

3. That they submit willingly to the jurisdiction of this Court and any decree which may be forthcoming in the premises.

WHEREFORE, having answered the allegations of the Bill of Complaint filed against them in these premises, they pray to be hence dismissed without any costs attributable to them.

Respectfully submitted.

CHILDS AND BALD

LeRoy Bald

LeRoy Bald
192 Duke of Gloucester Street
Annapolis, Maryland
Colonial 7-8191
Solicitors for Defendants,
Margaret C. Dowsett and
Jane Revell Moss (Guardian of
Clifton Revell Moss).

This is to certify that I have this 16th day of May, 1963, mailed, postage prepaid, a copy of the aforegoing Answer to Noah A. Hillman, Esq., Maryland Hotel Bldg., Annapolis, Md., solicitor for Plaintiff.

LeRoy Bald

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1963 MAY 16 PM 3:31

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

22

NOAH A. HILLMAN,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
MAX GLICKMAN, ET AL,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 15,560 EQUITY

* * * * *

ANSWER OF MARGARET BRADLEY MOSS

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Margaret Bradley Moss, Defendant, in Propria Persona, and for Answer to the Bill of Complaint filed in this case says:

1. That having no personal knowledge concerning the allegations contained in paragraphs 1 through 8 of the Bill of Complaint, she can neither admit nor deny them.

2. That she does admit knowledge of the case filed in this Court by Baltimore Gas and Electric Company which is referred to in paragraph 9.

3. That she admits the allegations of paragraphs 10, 11 and 12.

4. That she admits the allegations of paragraph 13 (d). Having no personal knowledge of the other sub-paragraphs she neither admits nor denies them.

5. That she has no personal knowledge of the matters referred to in paragraph 14, other than that the condemnation case was tried, she neither admits nor denies the same.

6. That she neither admits nor denies the allegations of paragraph 15.

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1963 MAY 22 AM 11:03

7. That she has no personal knowledge of the sub-contents of/paragraphs 16 (a), 16 (b) and 16 (c). She admits, however, the allegations of sub-paragraph 16 (d), being one of those who are mentioned as next of kin and heir at law of the said Raymond L. Moss.

8. Further answering the Bill of Complaint this Defendant shows that she has no desire to be a party to this proceeding nor has she any wish to claim any interest therein.

Wherefore, having answered the Bill of Complaint, this Defendant prays to be dismissed, with costs.

And, as in duty bound, etc.

Margaret Bradley Moss

Margaret Bradley Moss, Defendant

In Propria Persona

CERTIFICATE OF SERVICE

I hereby certify, that I mailed a copy of the foregoing Answer to the Plaintiff, Noah A. Hillman, addressed to Maryland Hotel Building, Annapolis, Maryland, on this 21st day of May, 1963.

Margaret Bradley Moss

Margaret Bradley Moss, Defendant

E4

BOOK 156 PAGE 95

NOAH A. HILLMAN	*	IN THE CIRCUIT COURT FOR
VS.	*	ANNE ARUNDEL COUNTY
MAX GLICKMAN, ET AL	*	NO. 15,560 EQUITY

* * * * *

MILITARY AFFIDAVIT

* * * * *

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 14th day of June, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Noah A. Hillman who made oath in due form of law that Leon Lipman, Tillie Ivrey Rosenstein and Archie Glickman are not now nor since the filing of the Bill of Complaint have they been members of the Armed Forces of the United States and that he makes this affidavit on personal knowledge.

As witness my hand and Notarial Seal.

Notary Public

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

FILED
1963 JUN 14 PM 2:48

25

BOOK 156 PAGE 96

Noah A. Hillman

vs.

Max Glickman, et al

No. 15,560 ~~DIVORCES~~ - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

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

It is, thereupon, this 17th day of June, 1963, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

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

George Sachse
Judge

FILED
1963 JUN 17 PM 3:29

26

BOOK 156 PAGE 97

Noah A. Hillman

vs.

Max Glickman, et al

No. 15,560 ~~DIVORCE~~ - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondent, Archie Glickman

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

It is, thereupon, this 17th day of June, 1963, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

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

George Sachse

Judge

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1963 JUN 17 PM 3:29

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Noah A. Hillman

vs.

Max Glickman, et al

No. 15,560 ~~DIVORCES~~ - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

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

It is, thereupon, this 17th day of June, 1963, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

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

George Sachse
Judge

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1963 JUN 17 PM 3:28

2.8

(1)

BOOK 156 PAGE 99

NOAH A. HILLMAN,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
MAX GLICKMAN, ET AL,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 15,560 EQUITY

* * * * *

PETITION FOR DECREES PRO CONFESSO

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Noah A. Hillman, Plaintiff in this cause, respectfully shows:

1. That he filed his Bill of Complaint to quiet title on April 19, 1963.

2. That the following Defendants have been summoned by personal service of subpoena: Leon Lipman, Tillie Ivrey Rosenstein, Minnie L. Smellow, Archie Glickman, Margaret Bradley Moss, Jane Revell Moss, Margaret C. Dowsett, State of Maryland and County Commissioners of Anne Arundel County.

3. That a Decree Pro Confesso has been entered against the following Defendants: Leon Lipman, Tillie Ivrey Rosenstein and Archie Glickman.

4. That Minnie L. Smellow having been duly summoned and having failed to appear or answer the Bill of Complaint within the time permitted by law your Petitioner is entitled to a Decree Pro Confesso against said Defendant.

5. That Answers have been filed in this cause by the following Defendants: Margaret Bradley Moss, Margaret C. Dowsett, Jane Revell Moss, State of Maryland and County Commissioners of Anne Arundel County.

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

29

6. That the Defendant, Jane Moss Driscoll whose last known address to your Petitioner is, as stated in the Bill of Complaint, 2223 Maryland Avenue, Baltimore 18, Maryland, was twice returned non est. Therefore, having been named in the Order of Publication filed in this cause as one of the Defendants and notice having been given to her by said Publication, your Petitioner is entitled to a Decree Pro Confesso.

7. That the whereabouts of all other Defendants, not heretofore referred to in this Petition, are actually unknown to your Petitioner. Addresses referred to in the Order of Publication are the last known addresses and show these Defendants to be non-residents, that said non-residents and other Defendants named as "residents, the respective unknown heirs, personal representatives, devisees and judgment creditors, if any of said persons be now deceased" having been duly notified by publication to be and appear in this Court by the 26th day of August 1963 but to date no appearance has been filed by or on behalf of any of them or of any other Defendant except those heretofore named.

8. That, accordingly, your Petitioner is entitled to a Decree Pro Confesso against Max Glickman, Mary Glickman, Lorraine Taylor Ellis, Alice Lorraine Moss Coleman, Merle Moss Johnston, Joseph F. Coleman, Jr., Jane Ellen Johnston Rusk, Walter F. Coleman and residents, non-residents and respective unknown heirs, personal representatives and devisees, if any of said persons be now deceased.

9. That since two of the Defendants are infants, Nancy C. Rusk and Judith L. Rusk, a Petition for Guardian ad litem has been or will be filed in this cause.

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

Wherefore, your Petitioner prays that a Decree Pro Confesso be entered against the following Defendants:

(a) Max Glickman

(b) Mary Glickman

(c) Lorraine Taylor Ellis

(d) Alice Lorraine Moss Coleman

(e) Merle Moss Johnston

(f) Joseph F. Coleman, Jr.

(g) Jane Ellen Johnston Rusk

(h) Walter F. Coleman

(i) Residents and non-resident and respective unknown heirs, personal representatives and devisees, if any of said persons be now deceased.

And, as in duty bound, etc.

Noah A. Hillman
Plaintiff

STATE OF MARYLAND, Anne Arundel County to wit:

I hereby certify, that on this 28 day of August, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Noah A. Hillman, Plaintiff, who made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his information and belief.

As witness my hand and Notarial Seal.

Naomi K. Cox
Notary Public

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

(3)

BOOK 156 PAGE 102

NOAH A. HILLMAN,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
MAX BLICKMAN, ET AL,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 15,560 EQUITY

* * * * *

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 28th day of August, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Noah A. Hillman, Plaintiff in above titled cause, and made oath, in due form of law that he does not know the Defendants, Jane Moss Driscoll, Max Glickman, Mary Glickman, Lorraine Taylor Ellis, Alice Lorraine Moss Coleman, Merle Moss Johnston, Joseph F. Coleman, Jr., Jane Ellen Johnston Rusk, Walter F. Coleman; that Plaintiff is not able to determine whether or not said Defendants are in military service of the United States of America.

Noah A. Hillman
Plaintiff

Witness my hand and Notarial Seal.

Naomi K. Cox
Notary Public

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

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(5)

BOOK 156 PAGE 103

NOAH A. HILLMAN,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
MAX GLICKMAN, ET AL,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 15,560 EQUITY

* * * * *

DECREE PRO CONFESSO

The Defendant, Minnie L. Smellow, having been duly summoned and having failed to appear to the Bill of Complaint and answer same, according to the command of the Writ of Summons; the Defendant, Jane Moss Driscoll, having been twice returned non est and with the Defendants, Max Glickman, Mary Glickman, Lorraine Taylor Ellis, Alice Lorraine Moss Coleman, Merle Moss Johnston, Joseph F. Coleman, Jr., Jane Ellen Johnston, Rusk, Walter F. Coleman and residents, non-residents and respective unknown heirs, personal representatives and devisees, if any of said persons be now deceased, after Order of Publication duly published and having failed to appear to the Bill of Complaint and answer the same, according to the command of the said Order of Publication.

It is thereupon, this 30th day of August, 1963, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that said Bill of Complaint be and the same is hereby taken pro confesso against said Defendants.

And it is further ORDERED that leave is hereby granted to

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

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1963 AUG 30 AM 10:24

the Plaintiff to take testimony before one of the Examiners of this Court in support of the allegations of the said Bill, upon giving due notice to the Defendants who were duly summoned, of the time and place of taking of testimony.

Judge

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

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1963 AUG 30 AM 10: 24

(2)

BOOK 156 PAGE 105

NOAH A. HILLMAN,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
MAX BLICKMAN, ET AL,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 15,560 EQUITY

* * * * *

AFFIDAVIT OF NON-MILITARY SERVICE

* * * * *

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 28th day of August, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Noah A. Hillman, Plaintiff in above titled cause, and made oath, in due form of law that he does know the Defendant, Minnie L. Smellow is not in the military service of the United States of America.

Noah A. Hillman
Plaintiff

Witness my hand and Notarial Seal.

Naomi K. Cox
Notary Public

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

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1963 AUG 28 PM 3:47

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BOOK 156 PAGE 106

Noah A. Hillman

Plaintiff

vs.

Max Glickman, et al

Defendants

No. 15,560 DIVORCES/ - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

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

It is, thereupon, this 30th day of August, 1963 by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

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

George Sachse

Judge

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1963 AUG 30 AM 10:24

3/5

(4)

BOOK 156 PAGE 107

NOAH A. HILLMAN,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
MAX GLICKMAN, ET AL,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 15,560 EQUITY

* * * * *

PETITION TO APPOINT GUARDIAN AD LITEM FOR NANCY C. RUSK AND JUDITH L. RUSK, DEFENDANTS

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Noah A. Hillman, Plaintiff, respectfully shows:

1. That two of the Defendants in this case are infants, namely, Nancy C. Rusk and Judith L. Rusk.

2. That said Defendants have been duly summoned by publication but, being infants, Petitioner cannot move for Decree Pro Confesso.

Wherefore, your Petitioner prays the Court to appoint a guardian ad litem to appear for said infant Defendants and answer the Bill of Complaint.

And, as in duty bound, etc.

Noah A. Hillman
Petitioner - Plaintiff

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

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1963 AUG 28 PM 3:47

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BOOK 156 PAGE 108

ORDER OF COURT

The foregoing Petition and proceedings in this cause having been read and considered, it is thereupon this 30th day of August, 1963, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Morris Turk be and he is hereby appointed guardian ad litem for the infant Defendants, Nancy C. Rusk and Judith L. Rusk.

Judge

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

FILED

1963 AUG 30 AM 10:25

38

BOOK 156 PAGE 109

Noah A. Hillman,	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs	:	FOR
Max Glickman, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	No. 15,560 Equity

:::

ANSWER OF MORRIS TURK, GUARDIAN AD LITEM FOR NANCY C. RUSK AND JUDITH L. RUSK, INFANTS

To the Honorable, the Judges of said Court:

The Answer of Morris Turk, guardian ad litem for Nancy C. Rusk and Judith L. Rusk, infant Defendants named in the Bill of Complaint in this case, respectfully represents:

1. That these named Defendants being under the age of twenty-one years, cannot admit nor deny the allegations of the Bill of Complaint.

2. That the infant Defendants therefore submit their rights to the protection of this Court.

AND, as in duty bound, etc.

Morris Turk

Morris Turk
Maryland Hotel Building
Annapolis, Maryland
Col. 3-4131
GUARDIAN ad LITEM

Certificate of Service

I hereby certify, that on this 12th day of October, 1963, I mailed a copy of the foregoing Answer to the Plaintiff, Noah A. Hillman, addressed to his Law Office, Maryland Hotel Building, Annapolis, Maryland.

Morris Turk
Guardian ad Litem

1963 OCT 22 PM 2:55

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

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BOOK 156 PAGE 110

NOAH A. HILLMAN,	*	IN
PLAINTIFF	*	THE CIRCUIT COURT
VS.	*	FOR
MAX GLICKMAN, et al	*	ANNE ARUNDEL COUNTY
DEFENDANT	*	NO.15,560 EQUITY

* * *

TESTIMONY ON BEHALF OF PLAINTIFF

October 14, 1963

Present:

Mr. Noah A. Hillman, Solicitor for Plaintiff

Mr. John G. Rouse, Jr., Court Examiner and Master

Mrs. Irene Hazel, Court Reporter

Witness:

Noah A. Hillman, pages 2 - 14.

FILED

1963 DEC 12 PM 4:13

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NOAH A. HILLMAN, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Hillman)

My name is Noah A. Hillman, and I am the plaintiff in this case. I think that in as much as I am counsel for myself, that instead of testifying in a narrative form, it will be better, both for the Court as well as for those who may in the future examine the proceedings, for me to ask questions and answer them.

I want to offer in evidence Plaintiff's Exhibit A, which is a Deed dated May 11, 1926, from James M. Munroe and A. Theodore Brady, Trustees, to four persons, namely, Harry Ivrey, Joseph Lipman, Joseph Glickman and Raymond L. Moss.

(DEED FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

Q Are these grantees, Mr. Ivrey, Mr. Lipman, Mr. Glickman and Mr. Moss living?

A No, all of them have died.

Q Are the tracts of land mentioned in the deed still intact or have conveyances therefrom been made?

A The four grantees on March 17, 1936 granted a right-of-way to Consolidated Gas Electric Light and Power Company, Baltimore, in a deed recorded in Liber F.A.M. No.150, Page 20, under which the company constructed a right-of-way for an electric transmission line.

Q In what manner did you acquire the property?

A After the aforesaid conveyance to the Consolidated Gas Electric Light and Power Company default occurred in payment of taxes for the year 1942, assessed to the four persons I've named. The Treasurer of this County sold the property at public sale

October 11, 1943 to me.

Q Has the sale been ratified?

A Yes, on December 4, 1944 in Tax Sale Proceedings No. 6328, recorded in Tax Sale Docket J.H.H. No.6, Folio 161, which I ask be considered as incorporated in this case and made a part of it.

Q Well, did you obtain a deed for this property?

A Yes, on August 24, 1945 I acquired the property by a fee simple deed to the tracts of land. The land tracts are contiguous. The deed is recorded in the Land Records of this County, in Liber J.H.H. No.382, Page 58. Plaintiff's Exhibit B with the Bill of Complaint is filed now as Exhibit 2 with testimony.

(CERTIFIED COPY OF DEED DATED 24 August 1945 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.2)

Q Did you pay the full purchase price to the Treasurer?

A Yes. I not only paid the full purchase price, but all accrued taxes including the year 1945, which is the year I obtained the deed.

Q Are there any improvements on this property?

A No, it is all wooded.

Q Who is in possession of the property?

A I believe that I am in constructive possession,at least, nobody else is either in constructive or actual possession. And my constructive possession has been continuous throughout.

Q Have you paid taxes on this property since you acquired it?

A Yes, I have paid taxes on it commencing with the year 1942 and though the Bill of Complaint states through the year 1962, I have since paid 1963 taxes as well.

Q Since you acquired the property have there been any conveyances

from the tracts, or any other proceedings effecting the rights therein?

A Yes, on April 16, 1957 a Petition was filed by the Baltimore Gas and Electric Company, which is the same company but with a different name formerly known as Consolidated Gas Electric Light and Power Company. That company acquired by condemnation further rights in the right-of-way which I named before. Originally the right-of-way was for construction, operation and maintenance of an electric transmission lines, but this later case in 1957 was for the purpose of a gas transmission line.

Q What is the name of that case?

A It is titled Baltimore Gas and Electric Company vs. Mary Glickman, et al, and is known as No.8764 Law. I refer to all the papers, the docket entries and the whole record of the case, and ask that it be considered as incorporated in this case.

Q Were you a party to the case you have referred to, which was brought by the Baltimore Gas and Electric Company?

A Yes, I was.

Q Who were the other parties?

A The other parties are all of the parties who have been made defendants in this case, that is, the individual parties, and I have added another party as a defendant, an individual party.

Q Did you answer the case brought by the Gas and Electric Company?

A Yes.

Q Has any person, firm, corporation or public authority ever questioned your ownership?

A Not directly, and only indirectly in the Answer filed by some

of the defendants in the Baltimore Gas and Electric Company case before mentioned.

Q Was an adjudication made of the ownership in that case?

A No.

Q Well, what happened to the monies found to be owing for the value of the taking?

A The money is still in court.

Q Has anyone claimed it?

A No.

Q Have negotiations ever been started for the redemption of the property by any of the owners or purported owners?

A No.

Q Have any proceedings of any kind ever been instituted by the original four owners or their heirs at law or legatees concerning this property in this court or anywhere else?

A No.

Q In the Baltimore Gas and Electric Company case were some of the parties represented by counsel?

A Some of them were.

Q You have stated in your Bill of Complaint, Paragraph No.13, that so far as you can ascertain you've set forth the dates of death of the four original owners and other pertinent data. Do you have additional information?

A Yes, and I will set it forth.

Q When did Harry Ivrey die?

A According to the Orphans Court records he died testate September 11, 1949. He devised to his widow, Tillie Ivrey, who has since remarried and is now known as Tillie Rosenstein, all interest

in the real estate which he might have had.

Q Where is the Will recorded?

A It is recorded Wills Docket 56, R.G.P. No.4, Folio 65 and is No.7911 Administrations, Orphans Court for Anne Arundel County.

Q When did Joseph Lipman die?

A He died, testate, February 3, 1930, according to the records in the Orphans Court for Anne Arundel County.

Q What did his Will devise with respect to real estate?

A After making certain specific bequests of personalty he left the rest, residue and remainder of his estate to his widow, Bessie E. Lipman. His Will is recorded in Wills Docket 50, OBD 4, folio 495 and is No. 4067 Administrations.

Q Is Bessie Lipman, his widow, living?

A No, she died, according to the records in the Orphans Court for this County, testate, April 23rd, 1942.

Q Where is the Will recorded?

A It is recorded in Liber R.G.P. No.1, folio 271, and is No. 5809 Administrations.

Q To whom did she devise interest in any real estate she might have owned?

A She left certain specific bequests and personalty with the rest, residue and remainder to her two children.

Q Was any reference made in her Will to the property in this case?

A No.

Q If there was any interest, how would it pass, in your opinion?

A It would pass under the rest and remainder clause.

Q Who are her two children and are they living?

A Her children are Leon M. Lipman and Minnie D. Smellow, and both

are living.

Q When did Joseph Glickman die?

A The date of his death is the only date which gave me pause, because while I knew Mr. Glickman I did not remember exactly when he died. I did, however, know where he was buried.

Q What did you do about it?

A I went out to the cemetary and looked at the headstone at Three Mile Oak.

Q When did he die?

A April 2nd, 1950.

Q Do you know whether Mr. Glickman died testate or intestate?

A No, I do not know and I have no way of knowing.

Q Did you examine the Orphans Court records of Anne Arundel County?

A Yes, I did, and I found nothing.

Q At the time of the death of Mr. Glickman, who were his heirs and next of kin?

A He left a widow and two sons.

Q Did you know the widow and these sons?

A Yes, I knew the widow, and I knew one son, but I'm not sure that I ever met the other one.

Q What are the names of these parties?

A The widow of Joseph Glickman is Mary Glickman. His sons are Max Glickman and Archie Glickman.

Q When did Raymond L. Moss die?

A Well, as stated in the Bill of Complaint, he died in the year 1941, sometime subsequent to February 25th and prior to July 21st.

Q How do you know this?

A Raymond L. Moss was an ill man and had a Trustee appointed

by this Court. And in examining the records I found an order for the payment of the funeral bill, in July. And I also found an order concerning the payment of some monies for the benefit of Mr. Moss with language showing that on February 25th he was then living. Therefore, I assume that between these two dates he must have died.

Q Was he a resident of this county?

A Yes, Mr. Moss was a resident of this county all these years.

Q Did you know him personally?

A Yes, I did.

Q Was Administration taken on his estate?

A No.

Q Are you personally acquainted with any of the other parties to this cause, in addition to those you have named of the Glickman heirs?

A Yes, I know members of the Moss family, I know both the son and the daughter of Mrs. Bessie Lipman, and I know Mrs. Tillie Ivrey Rosenstein.

Q Have any of these parties that you know, including those you might not know, ever attempted to question your title, as far as you know?

A No, they have not.

Q Then why has this suit been brought?

A The suit was brought, mainly, because the Baltimore Gas and Electric Company, which was then known as the Consolidated Gas Electric Light and Power Company, mentioned all of these heirs or legatees in the suit that they brought against me. And, in my opinion, with that case on record it constitutes a cloud on title.

Q Since the filing of this suit have you been in contact with any members of the families of the four original owners, that is, some of the defendants?

A Yes.

Q How did this occur?

A I didn't contact any of them, it was they who contacted me.

Q Explain what you mean by this.

A Well, Margaret Bradley Moss came to see me after she first telephoned telling me that she had no interest in the property, meaning that she was not interested, and asked me what she was suppose to do. I said to her, "you may either forget about it, in which case we would get a judgment by default," which I explained to her was a Decree Pro Confesso, or that she might file an Answer. Her reply was that she wanted to be placed on record as not having any interest in this property, and would I please prepare such an Answer for her, which I did.

Q Was it filed?

A Yes.

Q Are you acquainted with Margaret Dowsett, and how so?

A I knew her when she was Margaret Moss, single girl, who lived in the next block from me, and I've known her for some thirty years.

Q What is her mother's name?

A Jane Revell Moss.

Q Did you contact them in this matter, or did they contact you?

A Mrs. Dowsett phoned me.

Q Did you have any other contact?

A Yes, Mr. LeRoy Bald phoned me, stating that he represented Mrs. Dowsett and Mrs. Moss, the guardian of her son, Clifton Revell

Moss.

Q What did Mr. Bald want or suggest?

A He wanted nothing except to help me, stating that both of the ladies claimed no interest in the property, and would sign anything to that effect.

Q What did they do?

A They filed an Answer in this case, which is part of the record.

Q Did they do anything else?

A Yes.

Q What did they do?

A Mr. Bald suggested that the parties would even be willing to sign a quit claim deed.

Q Did they sign it?

A Yes.

Q Has it been recorded?

A Yes.

Q Where is it recorded?

A It is recorded among the Land Records of this County in Liber L.M.P.No.1688, folio 114.

Q You have named the State of Maryland. Why?

A Well, I thought it was good pleading to name the State of Maryland, in as much as some tax matter might arise.

Q Well, has the tax matter arisen?

A No, there are no taxes owing to the State of Maryland, as of this date, and the State of Maryland has no interest in the matter other than they have shown in its Answer, which is a noncommittal one.

Q You've also named Anne Arundel County, have you not?

A Yes.

Q Is its position the same as the State of Maryland?

A Yes, Anne Arundel County has no interest in this property except to collect the taxes when, as and if they're due.

Q Have any proceedings, other than this one, and the tax sale proceedings of many years ago, and the Gas Company case ever been filed respecting this property?

A Yes.

Q Explain what it is.

A Some years back I allowed this same property to be again sold for taxes.

Q Why did you?

A Well, it was either through inadvertence or because money was tight, I'm not sure which.

Q What happened to that case and what is the reference?

A The buyer in that case at the tax sale was Vada M. Johnston, and it is No.11,520 Equity. The property has been redeemed. Mrs. Johnston, in fact, was named as one of the parties in the suit filed by the Consolidated Gas and Electric Light and Power Company.

Q Do you have a plat or plats of the property described in this proceeding?

A Yes. I offer a blueprint made by Edward Hall, Jr., titled, "Plat Showing Subdivision of the Lorenzo Lowman Estate," which shows the two tracts of land; one containing 26.88 acres and the other containing 18.65 acres, and I wish to correct my testimony as to the lots being contiguous. The plat shows Lot No.2-5acres dividing the two tracts of land.

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

Q Do you have another plat?

A Yes.

Q What is that?

A I have a plat, which was given to me by the Right-of-Way representative of the presently named Baltimore Gas and Electric Company at the time of the institution of the aforesaid condemnation suit.

Q What does it indicate?

A Well, it is titled, "Property of Noah A. Hillman, et al," and shows 50.53 acres, but, of course, this includes the 5 acres which are shown on the blueprint and which I do not own.

Q What else does it indicate?

A It indicates the pole line and gas transmission line, or proposed line, proposed at that time, and is in red going through the upper part of the tract.

(PLAT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.4)

Q Do you have still another plat?

A Yes, I have a plat which was, likewise, given to me by a representative of the Baltimore Gas and Electric Company at the time of the condemnation case.

Q What does this map show?

A It's a map dated February 18, 1957, and while it does not show the tracts of land which I own, that is, it does not show it as an enclosed area, it does show the right-of-way which is indicated by the red lines and it runs through my property. And I offer it to show its location with respect to several lots that came out of the property years ago and which are shown on one of the other plats.

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

Q Now, you mentioned previously that you've added another party defendant in addition to one named in the Gas and Electric Company case.

A Yes, I have.

Q Who is that party?

A That party is Ellen Elizabeth Moss.

Q Who is she?

A She was a sister of Margaret Bradley Moss, and other sisters.

Q Did you know her?

A Yes, I've known her, or had known her for many years. She died in 1960 in Manatee County, Florida, single. In her Will she left all of her realty to her sisters.

Q Who are these sisters?

A The sisters are the parties defendants named in this case.

Q Do you know the genealogy of the parties who could, or might claim through Raymond Moss?

A Yes, Raymond Moss had a brother, whose name was Walter C. Moss. Walter C. Moss was married and had several children.

Q Are they defendants in this case?

A Yes.

Q Name them.

A Alice L. Moss Coleman, living; Merle Moss Johnston, Margaret Bradley Moss, Lorraine Taylor Ellis, and the aforesaid Ellen Elizabeth Moss, who died.

Q Were there any others?

A There were other heirs, or would be other heirs of Walter Moss, and through him ~~a~~ Raymond Moss.

Q Who are they?

A They would be heirs only because Walter C. Moss died testate and named some of his grandchildren as having an interest in this property.

Q Who are they?

A They are the children of Alice L. Moss Coleman, and they are Joseph F. Coleman, Jr., Walter F. Coleman and Jane Moss Coleman Driscoll. He also had a daughter, that is, Walter C. Moss did, whose name is Jane Ellen Johnston Rusk.

Q Is she also a party defendant?

A Yes. Her children, who would be the great grandchildren of Walter C. Moss, are Nancy C. Rusk, infant, and Judith L. Rusk, infant.

Q Is Jane Ellen Johnston Rusk living?

A So far as I know, she is living. And the only reason that the two Rusk children have been named defendants is that under the Will of Walter C. Moss, he gave them certain interest in real estate. And in as much as these parties were named defendants in the condemnation case before mentioned, I named everybody in that case as well as the additional person, Ellen Elizabeth Moss. I want to offer a certified copy of the original Petition for Letters of Administration C.T.A. of the Estate of Walter C. Moss, which list, and particularly because it does list, the names of his heirs who, I believe, were surely known to his two daughters who signed the petition.

(CERTIFIED COPY OF PETITION FOR LETTERS OF ADMINISTRATION C.T.A. FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.6)

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

Answer.....

Signature.....

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

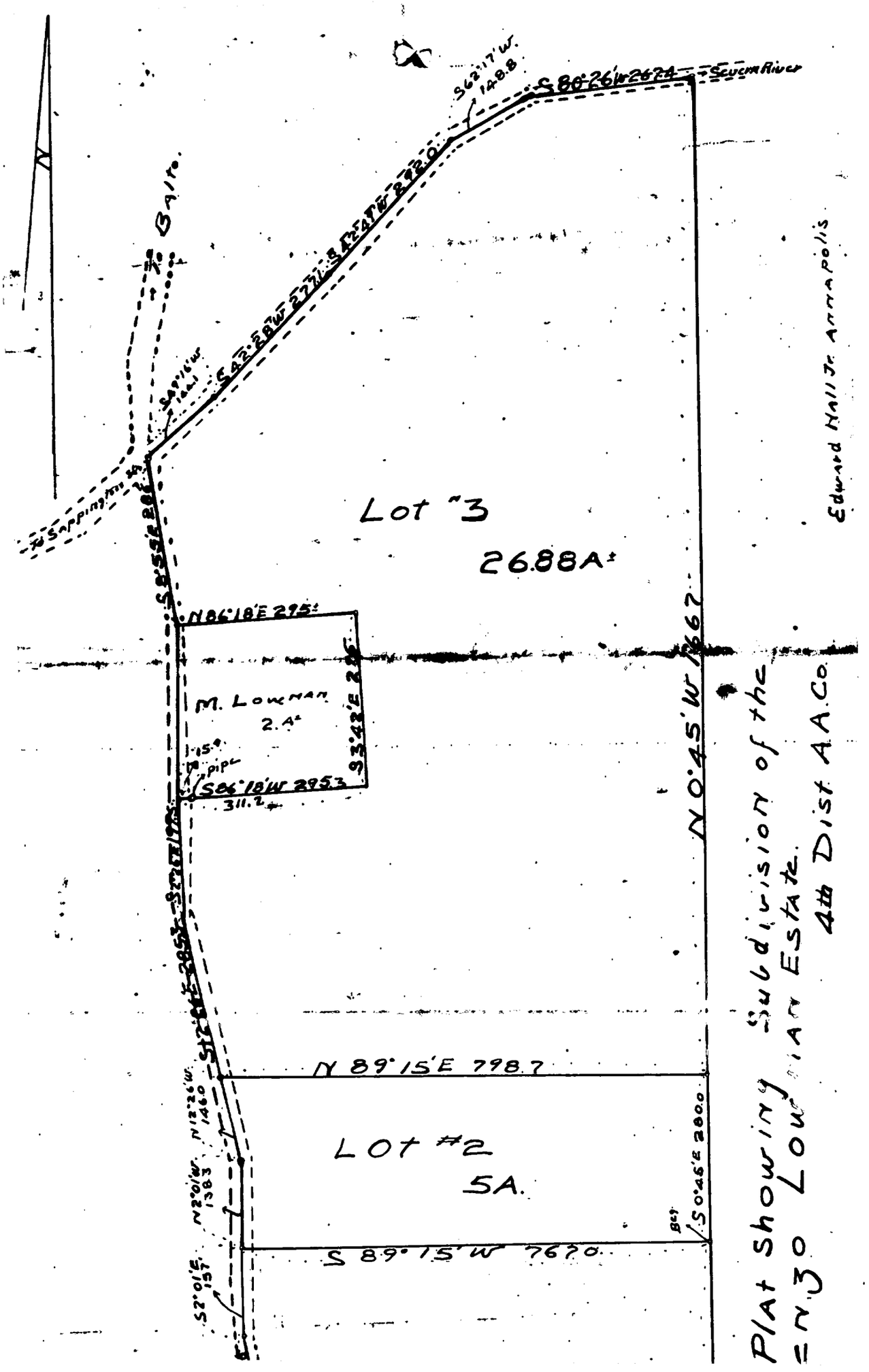
I hereby certify that the aforegoing testimony was taken at the instance of the Plaintiff; that I, the undersigned Examiner, was present in the same room with the witnesses throughout the taking of the testimony; that the testimony was taken in one day.

Witness my hand and seal this 12th day of ~~November,~~ December 1963.

John G. Rouse, Jr., Examiner (SEAL)

J.R. $25.00

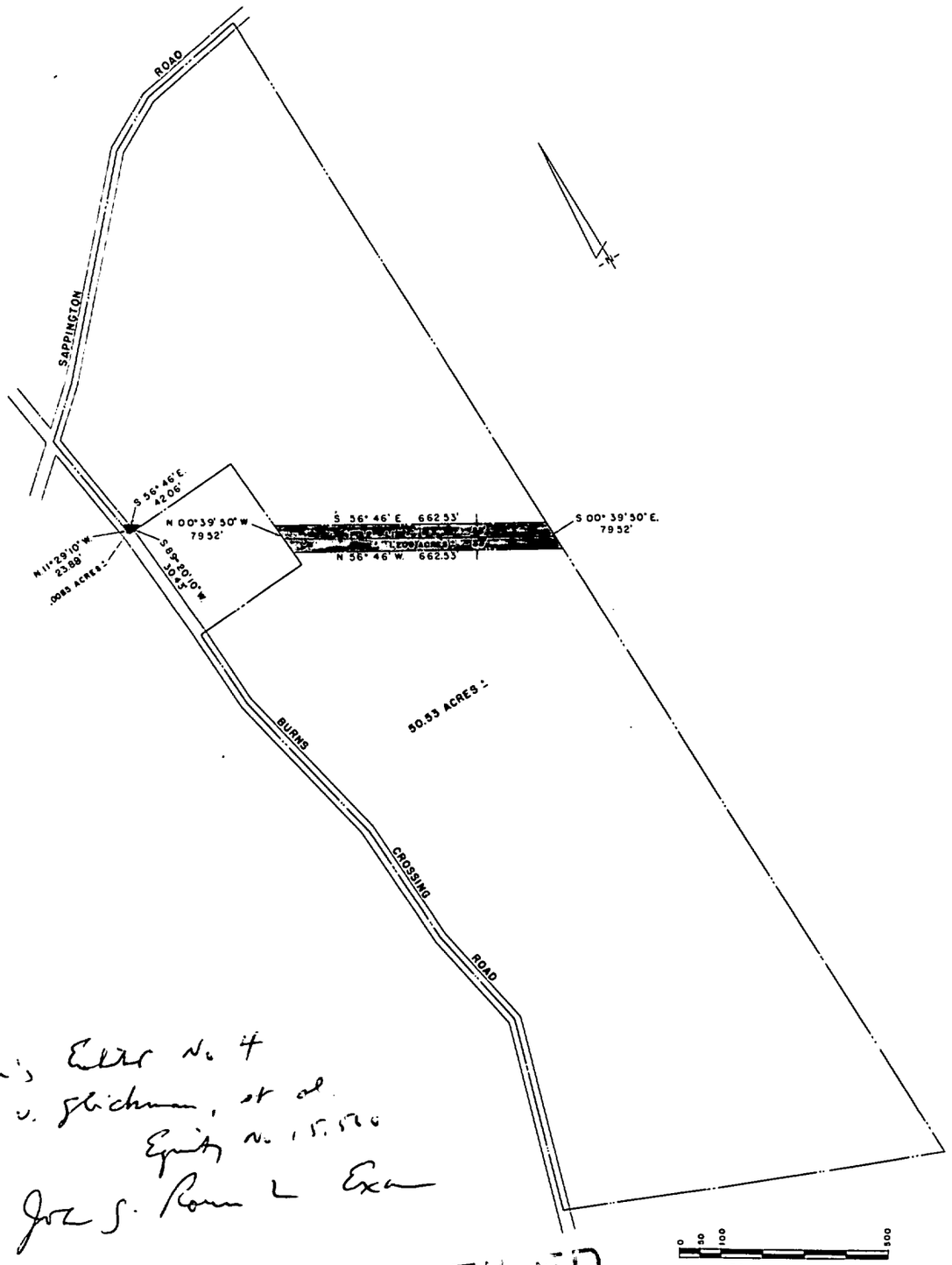
I.H. $14.00


N
Balto.
To Sappington
S62°17'W. 148.8
S80°26'W 267.4
Severn River
S42°28'W 277.1
S42°47'W 292.0
Lot #3
26.88A±
N86°18'E 295±
M. Lowman
2.A±
S86°18'W 295.3
311.2
N0°45'W 1667
N 89°15'E 798.7
Lot #2
5A.
S 89°15'W 767.0
S0°45'E 280.0
Edward Hall Jr. Annapolis
Plat showing Subdivision of the
Lowman Estate
4th Dist A.A.Co.

BOOK 156 PAGE 127

PROPERTY OF
NOAH A. HILLMAN ET AL

BOOK 156 PAGE 128



Examiner's Exhibit No. 4
Hillman v. Glickman, et al
Equity No. 15,560
John S. Rowe L Exam

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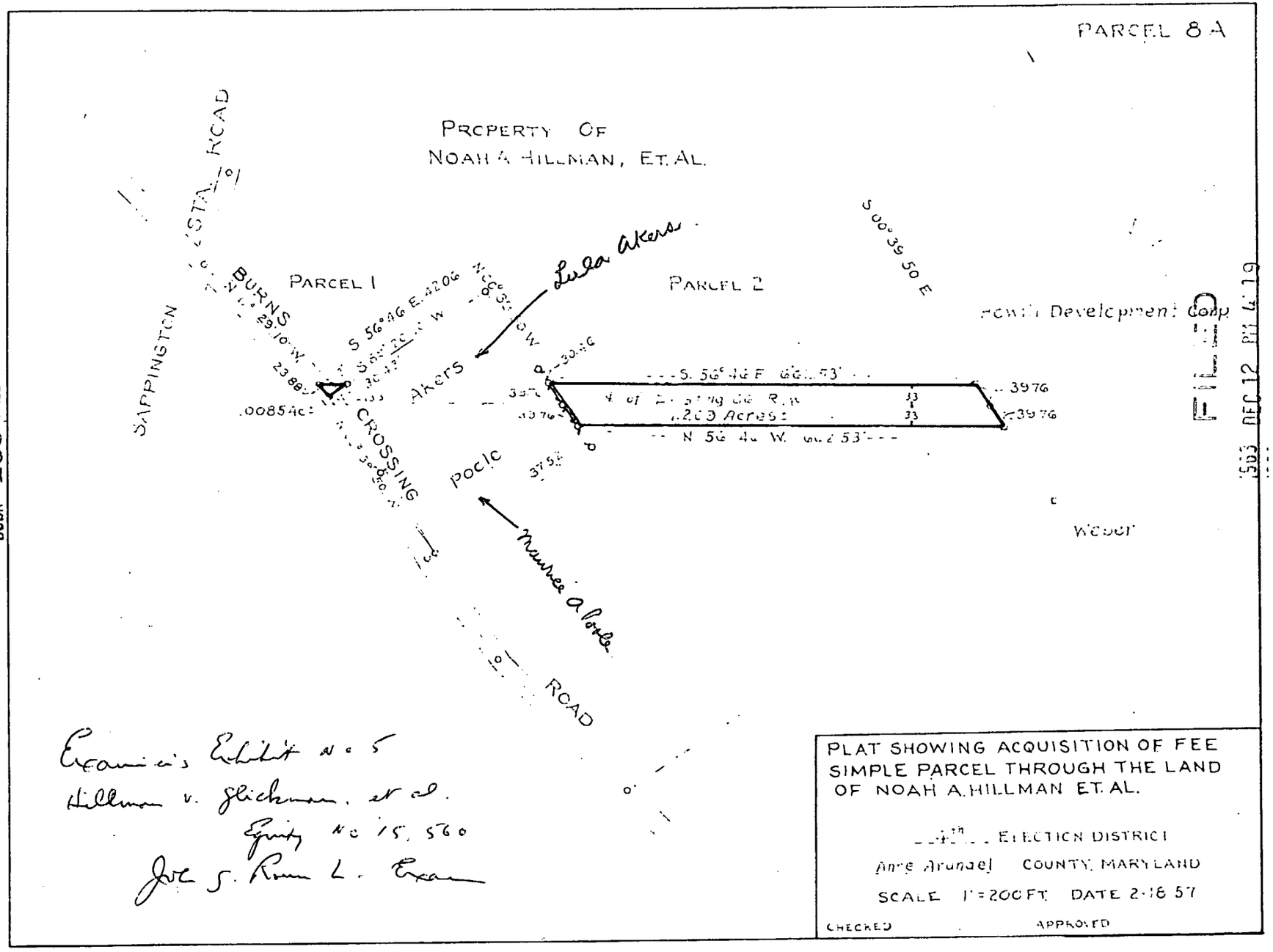
PARCEL 8-A



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BOOK 156 PAGE 129

Examiner's Exhibit No. 5
Hillman v. Glickman, et al.
Equity No. 15,560
Joe S. Rowe L. Exam

PLAT SHOWING ACQUISITION OF FEE SIMPLE PARCEL THROUGH THE LAND OF NOAH A. HILLMAN ET AL.

___th ELECTION DISTRICT
Anne Arundel COUNTY, MARYLAND
SCALE 1"=200 FT. DATE 2-16 57
CHECKED APPROVED

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Petition for Letters of Administration c.t.a.

BOOK 156 PAGE 130

To the Honorable, the Judges of the Orphans' Court of Anne Arundel County:

In the Matter of the Estate of Walter C. Moss, **deceased**

The petition of Margaret B. Moss and Elizabeth Moss, daughters
(relationship to deceased)

respectfully showeth:

That Walter C. Moss **a resident of Anne Arundel County, State of Maryland, departed this life at** Annapolis **in said County on the** 16 **day of** December, 19 54, **leaving no Last Will and Testament that has come to the knowledge or possession of your petitioner; that the decedent left surviving** him **the following heirs, viz.:**

(NOTE:—Here name widow, widower, child, or children, and if none, all the other heirs of deceased, giving their ages and place of residence.)

NAME	ADDRESS	AGE
Margaret B. Moss	146 Prince George Street Annapolis, Maryland	Over 21
Elizabeth Moss	"	" "
Alice Lorraine Moss Coleman	Palma Sola Park Bradenton, Florida	" "
Merle Moss Johnston	NAD Earle Red Bank, New Jersey	" "
Joseph F. Coleman, Jr.	2411 Prospect Avenue Evanston, Illinois	" "
Jane Moss Coleman Driscoll	2023 Maryland Avenue Baltimore 18, Maryland	" "

(continued on attached)

That the decedent left real estate as follows (state approximate value):

Thirty Thousand Dollars ($30,000.00)

That the decedent left personal property including debts due him as follows (state approximate value)

Fifteen Thousand Dollars ($15,000.00)

Therefore, your petitioner applies for Letters of Administration upon the personal estate of the said decedent and offers personal surety **as suret**

Margaret B. Moss

Elizabeth Moss

ANNE ARUNDEL COUNTY, STATE OF MARYLAND, to wit:

Personally appeared Margaret B. Moss and Elizabeth Moss **Petitioners named in the above application and being duly sworn according to law, did depose and say that the matters and things set forth in the aforegoing petition are true to he best of** their **knowledge, information and belief.**

SWORN AND SUBSCRIBED before me this 1st **day of** February, 19 55

Clarence C. Buswell

Register of Wills for Anne Arundel County.

Examined & Filed No. 6.
Hillman v. Gardner, et al Eq. 15,180.
J. S. Rowe L. Exa.

FILED
1963 DEC 12 PM 4:19

Page 2 - continuation

PETITION FOR LETTERS OF ADMINISTRATION

Heirs continued

Name	Address	Age
Jane Ellen Johnston Rusk	11225 Fifty-second Avenue, N. St. Petersburg, Florida (temp.)	Over 21
Walter F. Coleman	841 S. Lahoma Street Norman, Oklahoma	" "
Nancy C. Rusk	11225 Fifty-second Avenue, N. St. Petersburg, Florida	7 years
Judith L. Rusk	"	4 "

STATE OF MARYLAND

Anne Arundel County

I, GEORGE M. NUTWELL. Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Petition for Letters of Administration C.T.A.

Estate of

Walter C. Moss *late of said County deceased*

taken from the original, which is filed, recorded and

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 3" *day of* September *in the year of our Lord, nineteen hundred and ~~fifty~~ sixty-three.*

George M. Nutwell

Register of Wills for Anne Arundel County

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NOAH A. HILLMAN,	*	NO. 15,560 EQUITY
Plaintiff	*	IN THE
VS.	*	CIRCUIT COURT
MAX GLICKMAN, et al	*	FOR
Defendant	*	ANNE ARUNDEL COUNTY
	*	

* * * * * * * * * * *

REPORT OF EXAMINER AND MASTER

4-19-63 Bill to Quiet Title filed with respect to land therein described against Max Glickman and numerous other Defendants.

With the exception of Jane Moss Coleman Driscoll, all resident Defendants were personally served and either Answers filed on their behalf or Decrees Pro Confesso entered after prior filing of Military Affidavits.

Jane Moss Coleman Driscoll was twice returned "non est" and having been named in the Order of Publication and notice having been given by publication, a Decree Pro Confesso was entered against her after prior filing of Military Affidavit.

All of the non-resident Defendants were served by publication and a guardian ad litem was appointed for the two minor non-resident Defendants and the guardian ad litem filed an Answer on their behalf. Decrees Pro Confesso were entered against all of the other non-resident Defendants after the prior filing of Military Affidavits.

10-14-63 Testimony taken before Examiner.

Substance of Testimony:

The allegations contained in the Bill of Complaint were satisfactorily proven by the testimony and exhibits. The requirements of Section 128 of Article 16 of the Annotated Code of Maryland appear to have been complied with and all persons, whether known or unknown, having any interest in the property described in the Bill have been made parties to the proceeding.

Case ready for Decree December , 1963.

Attached form of Decree recommended.

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

John G. Rouse, Jr.
Examiner and Master

FILED
1963 DEC 12 PM 4:16

BOOK 156 PAGE 133

NOAH A. HILLMAN,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
MAX GLICKMAN, ET AL,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 15,560 EQUITY

* * * * *

D E C R E E

* * * * *

This cause being submitted, the pleadings, testimony and exhibits read and considered, and upon the evidence adduced, the Court finds that the Plaintiff, Noah A. Hillman, is in actual peaceable possession of and is the record title owner of the two unimproved parcels of land mentioned in these proceedings and situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland, described as follows:

All of the land mentioned in a Deed dated August 24, 1945, recorded among the Land Records of Anne Arundel County in Liber JHH No. 382, folio 58, from Thomas W. Davis, Treasurer of Anne Arundel County to Noah A. Hillman; described therein as containing 18.65 acres, more or less, in Parcel No. 1 and containing 26.88 acres, more or less, in Parcel No. 2.

Whereupon, it is this 16th day of December, 1963, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED, that the said Plaintiff, Noah A. Hillman, be, and he is hereby, declared to have absolute ownership, and the right

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of disposition, of the aforesaid two parcels of land, in fee simple, forever.

It is FURTHER ORDERED, that the persons named as parties Defendant in this cause including those claiming from or through them, be and they are hereby permanently enjoined against assertion of claim of ownership of said lands by any action at law, or otherwise.

And it is FINALLY ORDERED, that the Plaintiff pay the costs of these proceedings.

George Sachse
Judge

FILED

1963 DEC 27 AM 9:26

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BOOK 156 PAGE 135

JOHN B. WILKERSON, SR. AS GUARDIAN AND NEXT FRIEND OF DAVID E. WILKERSON, A MINOR Tracy's Landing, Maryland	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
DAVID E. WILKERSON, Minor Tracy's Landing, Maryland	*	NO. 15588 EQUITY

* * * * * * *

PETITION FOR SALE OF MINOR'S REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John B. Wilkerson, Sr. as Guardian and next friend, by his attorneys, Childs and Bald, respectfully shows:

1. Your petitioner is the father and next friend of David E. Wilkerson, the minor defendant who is seventeen (17) years of age.

2. Said minor owns an undivided one-fifth interest in the following described property:

ALL that tract or parcel of land situate, lying and being in the Eighth Election District of Anne Arundel County, Maryland and being more particularly described as follows:

> BEGINNING for the same at an iron pipe here set on the Northerly side of Old Maryland Route 2 as shown on Maryland State Roads Commission Plat No. 19540, said plat recorded among the Land Records of Anne Arundel County, spur line station, P.T. one plus 92.69 and 60 feet Northeasterly therefrom, designated as parcel 2. Thence from the point of beginning so fixed and binding on and with the right-of way line, Northeasterly side parcel 2, a curve to the right having a radius of 210 feet and a length of 149.14 feet to an iron pipe here set at the Easterly end (flare) denial of vehicular access; thence binding on and with said flare and right-of-way line, North 44° 12' 00" West 142.79 feet to an iron pipe here set; thence leaving said flare, still binding on the Easterly right-of-way line of old Maryland Route 2, a curve to the right having a radius

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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of 4,058.56 feet and a length of 50 feet to an iron pipe here set; thence leaving said right-of-way lines and running for two new lines, North 74° 48' 54" East 278.58 feet to an iron pipe here set and South 3° 19' 40" West 263.34 feet to the point of beginning. Containing 1.00 acres of land, more or less, within the bounds of this description according to a survey and plat made by James D. Hicks & Associates dated May 1962.

BEING the identical property conveyed unto Iva Gene Ward and Donald C. Ward, her husband by deed dated January 14, 1963 and recorded among the Land Records of Anne Arundel County Maryland in Liber L.N.P. 1636, folio 120 from Eugene M. Childs, Trustee.

The owners of the other four-fifths interest are the defendant's sister, Iva Gene Ward, and her husband Donald C. Ward.

3. The minor defendant also owns an undivided one-fifth interest in the following described property:

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

BEGINNING for the same at an iron pipe here set on the Easterly side of Maryland Route 2, said iron pipe and point of beginning is located South 1° 54' 10" West 1107.92 feet from the Southwest corner of that conveyance from Eldridge S. Wilkerson and Katherine Wilkerson, his wife to John B. Wilkerson, Jr., and Peggy A. Wilkerson, his wife by deed dated July 19, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1412, folio 17. Thence from the point of beginning so fixed and running for three new lines of divison, North 89° 14' 30" East 293.00 feet to an iron pipe, South 6° 22' 20" East 150.72 feet to an iron pipe, and South 89° 14' 30" West 293.00 feet to an iron pipe here set in the Easterly right-of-way line of said Maryland Route 2; thence binding on and with said side of said right-of-way, a curve deflecting to the right having a radius of 4,058.56 feet, a length of 150.72 feet and a long chord of North 6° 22' 20" West 150.72 feet to the point of beginning.

Containing 1.00 acres of land, more or less, according to a survey and plat made by James D. Hicks, County Surveyor dated September 1962.

BEING the identical property conveyed unto Robert G. Wilkerson and Kathleen M. Wilkerson, his wife, by deed dated January 14, 1963 and recorded among the Land Records of Anne Arundel County, Maryland in Liber L.N.P. 1636, folio 91 from Eugene M. Childs, Trustee.

The owners of the other four-fifths interest are the defendant's brother, Robert G. Wilkerson and Kathleen M. Wilkerson, his wife.

4. It is the desire of Iva Gene Ward and Donald C. Ward, her husband, and Robert G. Wilkerson and Kathleen M. Wilkerson, his wife, to purchase the defendant's interest in the respective properties, and the defendant wishes to convey his interest to his sister and brother, but being a minor is unable to do so.

5. Your petitioner believes that it would be to the advantage of the minor defendant if this Honorable Court were to authorize the sale of the minor's interest to the owners of the principal interests in said respective tracts, since the land involved produces no income, while the cash derived could be invested for the defendant's benefit.

TO THE END, THEREFORE:

1. That your Honors may decree a sale of the minor defendant's interest in said tracts of land pursuant to the provisions of Article 16, Section 51 of the Annotated Code of Maryland, 1957 Edition.

2. And for such other and further relief as your petitioner's cause may require.

Respectfully submitted,

CHILDS AND BALD

John B. Wilkerson, Sr.

Eugene M. Childs

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

HILDS AND BALD
TTORNEYS AT LAW
NNAPOLIS, MD.

JOHN B. WILKERSON, SR. AS GUARDIAN AND NEXT FRIEND OF DAVID E. WILKERSON, A MINOR Tracy's Landing, Maryland	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
DAVID E. WILKERSON, Minor Tracy's Landing, Maryland	*	NO. 15,588 EQUITY

* * * * * * * *

PETITION TO BE ALLOWED TO INTERVENE AS PARTIES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Iva Gene Ward and Donald C. Ward, her husband, and Robert G. Wilkerson and Kathleen M. Wilkerson, his wife, respectfully show:

1. That they are advised of the pendency of a cause between their father, John B. Wilkerson, Sr., as Guardian and Next Friend of David E. Wilkerson, vs the said David E. Wilkerson, the minor.

2. Your petitioners have an interest in the subject matter of the suit and therefore request this Honorable Court to allow them to intervene as third parties and to be bound by the terms of the decree of the Court to be passed in said cause.

Respectfully submitted,

Iva Gene Ward

Donald C. Ward

Robert G. Wilkerson

Kathleen M. Wilkerson

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BOOK 156 PAGE 139

JOHN B. WILKERSON, SR. AS GUARDIAN AND NEXT FRIEND OF DAVID E. WILKERSON, A MINOR
Tracy's Landing, Maryland

vs.

DAVID E. WILKERSON, Minor
Tracy's Landing, Marylnad

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 15,588 EQUITY

* * * * * * * * *

O R D E R

ORDERED this 31st day of July, 1963, by the Circuit Court for Anne Arundel County in Equity that the Petitioners, Iva Gene Ward and Donald C. Ward, her husband, and Robert G. Wilkerson and Kathleen M. Wilkerson, his wife be, and they are hereby given leave to intervene as third parties in interest in these proceedings and will be bound by a decree of this Court to be passed herein.

JUDGE

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JOHN B. WILKERSON, SR. AS GUARDIAN AND NEXT FRIEND OF DAVID E. WILKERSON, A MINOR Tracy's Landin g, Maryland	*	IN THE CIRCUIT COURT FOR
vs.	*	ANNE ARUNDEL COUNTY
DAVID E. WILKERSON, A MINOR Tracy's Landing, Maryland	*	NO. 15,558 EQUITY

* * * * * * *

PETITION TO APPOINT GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

First: John B. Wilkerson, by Childs and Bald respectfully shows that the Defendant has been duly summoned.

Second: That being a minor, the Defendant can neither admit nor deny the allegations contained in the Bill of Complaint.

WHEREFORE: Your Petitioner prays your Honors to pass an Order in these presents appointing some person as Guardian Ad Litem for the said Defendant.

Respectfully submitted,

CHILDS AND BALD

Eugene M. Childs

Eugene M. Childs

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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BOOK 156 PAGE 141

JOHN B. WILKERSON, SR. AS GUARDIAN AND NEXT FRIEND OF DAVID E. WILKERSON, A MINOR Tracy's Landing, Maryland	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 15,588 EQUITY
vs.	*	
DAVID E. WILKERSON, A MINOR Tracy's Landing, Maryland	*	

* * * * * * *

ORDER

ORDERED this 8th day of August, 1963, on the aforegoing Petition that Ernest F. Boutelle be, and is hereby appointed Guardian Ad Litem for the minor Defendant, David E. Wilkerson, and directed to file an Answer in these presents.

D. Bruce Dunbeck
JUDGE

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JOHN B. WILKERSON, SR. AS GUARDIAN AND NEXT FRIEND OF DAVID E. WILKERSON A MINOR Tracy's Landing, Marylnd	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
DAVID E. WILKERSON, A MINOR Tracy's Landing, Maryland	*	ANNE ARUNDEL COUNTY
Defendant	*	NO. 15,588 Equity

* * * * * * * * *

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Ernest Florestano, Guardian Ad Litem for the minor defendant, David E. Wilkerson, respectfully shows:

1. That being an infant, the defendant can neither admit nor deny the allegations contained in the Bill of Complaint and he therefore submits his cause to the protection of this Honorable Court.

As in duty bound, etc.

Ernest Florestano

Ernest Florestano

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JOHN B. WILKERSON, SR.,	:	IN
Plaintiff	:	THE CIRCUIT COURT
vs.	:	FOR
DAVID E. WILKERSON, A MINOR,	:	ANNE ARUNDEL COUNTY
Defendant	:	NO. 15,588 EQUITY

:::::::::

TESTIMONY TAKEN ON BEHALF OF PLAINTIFF

August 14, 1963

Present:

Mr. Eugene M. Childs, Solicitor for Plaintiff

Mr. John G. Rouse, Jr., Court Examiner & Master

Mrs. Shirley Miller, Court Stenographer

Witnesses:

John B. Wilkerson, pages 2 - 3
David E. Wilkerson, page 4
Eldridge S. Wilkerson, pages 5 - 7
Vinton T. Bull, pages 8 - 9

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John B. Wilkerson, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. State your name and address, please.

A. John B. Wilkerson, Tracy's Landing, Maryland.

2. Mr. Wilkerson, are you the plaintiff in this case we are now trying?

A. Yes, sir.

3. Who is David E. Wilkerson?

A. My son.

4. And how old is David?

A. Eighteen.

5. Is he with you today?

A. Yes, sir.

6. Now Mr. Wilkerson, you have requested the Court to permit the sale of two one acre tracts of land to Iva Gene Ward and Donald C. Ward, her husband, and Robert G. Wilkerson and Kathleen M. Wilkerson. In your opinion do you feel it would be to the advantage of your son, David, if these tracts were permitted to be sold by the Court?

A. I do.

7. And why doyou feel it would be to David's advantage?

A. Well it would help him at this time and it would also have his sister and brother's home on the place, and it might be better for him to have them there close to him.

8. Would it also make cash available to him which would not

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ordinarily be available to him?

A. That's right. It would give him some cash at this time.

9. Now Mr. Wilkerson, do I understand correctly that all the other parties in interest have conveyed their interest to Iva Gene Ward and Donald Ward, and Robert G. Wilkerson and Kathleen M. Wilkerson?

A. Yes, sir.

10. And am I also correct in that your son owns an undivided one fifth interest in this property after your life estate?

A. That's correct.

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 B. Nelson

David E. Wilkerson, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. State your name and address, please.

A. David E. Wilkerson, Tracy's Landing, Maryland.

2. David, how old are you?

A. Eighteen.

3. Is it your desire that the Court permit your share or your interest in these two one acre tracts to be purchased by your sister and brother?

A. Yes, sir.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

Answer. No.....

Signature. Lawd Emmett Wilkerson

Eldridge S. Wilkerson, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. Would you state your name and address, please?

A. Eldridge S. Wilkerson, Tracy's Landing.

2. What is your occupation?

A. Assistant supervisor of assessments.

3. That's Anne Arundel County?

A. Anne Arundel County.

4. How long have you been engaged in that occupation?

A. Since 1957.

5. Now in your job are you familiar with property values in Anne Arundel County?

A. Yes, sir.

6. And are you in particular familiar with property values in the Eighth Election District?

A. Yes, sir.

7. As a matter of fact you also live in the Eighth District, do you not?

A. Yes, sir, that's correct.

8. Who is John B. Wilkerson, Sr.? Is he related to you in any way?

A. He is my brother.

9. Do you have any interest in this property whatsoever?

A. None at all.

10. At my request did you appraise these two one acre tracts which are the subject of this suit?

A. Yes, I did.

11. In your opinion would you state what you feel the fair market value at the present time is for these two one acre tracts?

A. These two once acre tracts are located on Route 2, approximately a half a mile south of the Deale intersection, and in checking values in that area I feel that $1200.00 per acre is a fair value for an acre of ground for building purposes.

12. Do I understand you correctly that each acre is in your opinion worth twelve hundred dollars per acre?

A. That's correct.

13. Now Mr. Wilkerson, David Wilkerson is your nephew, is he not?

A. That's correct.

14. Could you say you feel it would be to his interest that the two one acre tracts be sold to his brother and sister?

A. Well I could see how it would be to his interest if the money were to go towards furthering his education.

15. Is this land to your knowledge presently bringing in any income to David?

A. No.

16. If this sale is permitted by the Court it would make available to him money that he would not ordinarily have, is that correct?

A. That's correct.

(Mr. Rouse)

1. Both of these are unimproved lots?

A. One the house is under construction. The other one is unimproved entirely. I have some sales here is you would like to hear them.

Mr. Childs - Yes, go ahead.

A. This sale, Clara Eland Webb and her son purchased 2.631 acres

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Joe Collison in '62. The consideration was $3,175.00. That's approximately about $1200.00 an acre.

2. And where is this?

A. This I would say is on Route 2 just about a mile below the subject property. Again just recently, last month, Al Moore and wife purchased two acres of ground from Frank Wills widow, for $2000.00. The difference there is that 150 feet is on the road. The other acre of land lying behind the acre that is on the road, so that would just about average out $1200.00 per acre.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

Answer. No.

Signature Eldridge S. Wilkerson

Vinton T. Bull, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. Would you state your name and address, please?

A. Vinton T. Bull, Edgewater, Maryland.

2. What is your occupation?

A. Supervisor of Assessments.

3. That's for Anne Arundel County?

A. Anne Arundel County.

4. Mr. Bull, how long haveyou been engaged in this occupation?

A. This particular occupation since, as Supervisor since 1957. As assessor since 1951, sir.

5. Are you familiar with the present property values in the Eighth Election District of Anne Arundel County?

A. Yes, sir.

6. Are you familiar with the property values in the general vicinity of the subject property?

A. Yes, according to the records of properties that are transferred through out office.

7. And these transfer records come across your desk in the course of your business, is that right?

A. That's correct.

8. The consideration is on the transfer records?

A. That's right.

9. Have you formed an opinion as to the value of these two one acre

tracts which is the subject of this suit?

A. I personally feel that around $1200.00 an acre is a fair market value based on information which we have gathered over the last several years on sales that are taking place in that area.

10. If the Court were to permit the sale of David Wilkerson's interest in the property do you feel that it would be to his advantage that the sale be made on the basis of $1200.00 an acre?

A. I would think so, sir.

11. Do you feel it would be to David's advantage if the sale were made?

A. Yes.

12. To your knowledge is the property bringing in any income to David at the present time?

A. Not to my knowledge, no sir.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer.

Answer...No.....

Signature...Vinton T. Bull.....

2.1

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

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

Witness my hand and seal this 9th day of ~~August~~ September, 1963.

John G. Rouse, Jr., (SEAL)
Examiner

J.R. $25.00

S.M. $10.00

JOHN B. WILKERSON, SR.	*	IN THE
	*	
Plaintiff	*	CIRCUIT COURT
	*	
vs.	*	FOR
	*	
	*	ANNE ARUNDEL COUNTY
DAVID E. WILKERSON, A MINOR	*	
	*	NO. 15,588 EQUITY
Defendant	*	
	*	

- - - - - - - -

REPORT OF EXAMINER AND MASTER

5/3/63 Petition filed for sale of minor's real estate.

5/16/63 Minor Defendant properly summoned.

7/30/63 Petition filed by Iva Gene Ward and husband and Robert G. Wilkerson and wife for leave to intervene as parties and Order of Court thereon.

8/8/63 Order of Court appointing Guardian Ad Litem for minor Defendant.

8/14/63 Answer filed by Guardian Ad Litem.

8/14/63 Testimony taken before Examiner.

Substance of Testimony:

Plaintiff testified that he is the father of the minor Defendant, said minor Defendant being 18 years old and present at the hearing. The Plaintiff testified that the minor Defendant owns a one-fifth undivided remainder interest in the property described in the Bill of Complaint and that it would be to the best interest and advantage of the minor if his said interest in both tracts were sold. The minor Defendant testified that he desired permission of the Court to sell his interest in the two tracts described in the Bill of Complaint.

Eldridge S. Wilkerson, Assistant Supervisor of Assessments, and an uncle of the minor Defendant, testified that he was familiar with property values in the area where the tracts in question were located and that in his opinion, the present fair market value of said two tracts of land was $1,200.00 each. He further testified

ROUSE, MORTON AND BEARDMORE ANNAPOLIS, MARYLAND ATTORNEYS AT LAW

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that it would be to the best interest of the minor Defendant that said two one acre tracts described in the Bill of Complaint be sold to the minor Defendant's brother and sister, since at the present time, said property was producing no income for the minor Defendant.

Vinton T. Bull, Supervisor of Assessments of Anne Arundel County, testified that the tracts in question were worth $1,200.00 each and that it would be to the benefit and advantage of the minor Defendant that said tracts be sold.

Case ready for Decree ~~August~~ September 10, 1963.

Attached form of Decree recommended.

John G. Rouse, Jr.
Examiner and Master

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

BOOK 156 PAGE 159

JOHN B. WILKERSON, SR.,	*	IN
Plaintiff	*	THE CIRCUIT COURT
vs.	*	FOR
DAVID E. WILKERSON, A MINOR	*	ANNE ARUNDEL COUNTY
Defendant	*	NO. 15,588 EQUITY
	*	

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

DECREE

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

It is thereupon this 20th day of September, 1963, by the Circuit Court for Anne Arundel County,

ADJUDGED, ORDERED and DECREED that the interest of the minor, David E. Wilkerson in the tracts of land mentioned in these proceedings be sold at public or private sale, and if at private sale, for not less than the appraised value of such interest and that Eugene M. Childs be, and he is hereby, appointed Trustee to make such sale and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court in the penalty of Five Hundred ($500.00) Dollars conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Order or Decree in the premises; he shall then proceed to make the sale and if at public sale by giving at least 3 weeks' notice by advertisement of the time, place and terms of sale in a newspaper published in Anne Arundel County, and such other notice as he may think proper, the terms of which said sale shall be as follows: a deposit of 10% of the amount of the purchase money shall be

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paid in cash on the day of sale and the balance shall be paid in cash on the final ratification of such sale by this Court, or all cash at the option of the purchaser, any deferred payment to bear interest from the date of sale at the rate of 6%.

And as soon as may be convenient after said sale, the Trustee shall return to this Court a full and particular account of the sale with an affidavit of the truth thereof and of the fairness of such sale annexed. And on ratification of such sale by this Court and on the payment of the whole purchase money, and not before, the Trustee, by a good and sufficient deed to be executed and acknowledged, agreeable to law, shall convey to the purchaser of such property, and to his, her or their heirs, the property so sold, free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from, or under them, or any of them.

And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting therefrom the cost of this suit and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith he shall appear to have discharged his trust.

O Bowie Duckett

Judge

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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Trustee's Bond

15,588 Equity

BOOK 156 PAGE 161

KNOW ALL MEN BY THESE PRESENTS:

BOOK 12 PAGE 177

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 Five hundred and 00/100 ($500.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 24th day of September in the year of our Lord one thousand nine hundred and sixty-three.

WHEREAS, the above bounden Eugene M. Childs of Anne Arundel County by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~, has been appointed trustee to sell real estate

mentioned in the proceedings in the case of John B. Wilkerson, Sr.

vs.

David E. Wilkerson

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

Eugene M. Childs (SEAL)

(SEAL)

The Hartford Accident and Indemnity Company (SEAL)

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

Signed, sealed and delivered in the presence of

Betty Lee Hall

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the

a corporation of the State of

does hereby constitute and appoint

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

WITNESS the seal of the said

duly affixed by its Vice-President and attested by its Assistant Secretary, this

day of , 19 ..

By:

Vice President

ATTEST:

Assistant Secretary

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

, 19

Assistant Secretary

Bond approved this 26th day of September, 1963

Louis N. Phipps, Clerk

1503 SEP 26 AM 11:07

JOHN B. WILKERSON, SR.,	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
DAVID E. WILKERSON, A MINOR	*	ANNE ARUNDEL COUNTY
Defendant	*	NO. 15,588 EQUITY
	*	

* * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Eugene M. Childs, Trustee, appointed by a decree of this Court dated the 20th day of September, 1963 to make sale of the real estate, the subject of these proceedings, respectfully shows:

That after giving bond with security for the faithful performance of his trust and after having complied with all the other prerequisites by law and the said decree, he sold at private sale the minor defendant's one-fifth interest in the acre of land particularly described in paragraph two of the Bill of Complaint unto Iva Gene Ward and Donald C. Ward, her husband for the sum of Two Hundred and Forty Dollars ($240.00). Likewise, he sold the minor's one-fifth interest in the one acre of land particularly described in paragraph 3 of the Bill of Complaint unto Robert G. Wilkerson and Kathleen M. Wilkerson, his wife for the sum of Two Hundred and Forty Dollars ($240.00), the sales price for each tract being the appraised value previously given in the testimony in this cause. The trustee made no attempt at public sale since the purchasers were already owners of the remaining undivided four-fifths interest in the respective lots and the liklihood of bettering the appraised value appeared remote. The trustee reports that he has received the purchase money in cash.

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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Respectfully submitted,

CHILDS AND BALD

Eugene M. Childs, Trustee

Eugene M. Childs

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 30th day of September, 1963, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EUGENE M. CHILDS, TRUSTEE, named in the above report of sale and made oath in due form of law that the matters and things stated in the aforegoing report are true, and that the sale therein reported was fairly made.

Bette June Hughes

Bette June Hughes, Notary Public

ORDER NISI

BOOK 156 PAGE 164

JOHN B. WILKERSON, SR.,

versus

DAVID E. WILKERSON, a minor

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,588 Equity

Ordered, this 3rd day of October, 1963, That the sale of the property in these proceedings mentioned made and reported by Eugene M. Childs, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of November next.

The report states that the amount of sales was $ 480.00

James W. Phipps Clerk.

True Copy,

TEST: Clerk.

Eugene M. Childs, Atty.

Maryland Gazette (for Oct. 10 edition)

(Final Order)

JOHN B. WILKERSON, SR.,

versus

DAVID E. WILKERSON, a minor

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

George Sachse JUDGE.

FILED

1963 NOV 13 PM 3:30

30

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.
No. 15,588 Equity

JOHN B. WILKERSON, SR.,
versus
DAVID E. WILKERSON, a minor

Ordered, this 3rd day of October, 1963, That the sale of the property in these proceedings mentioned made and reported by Eugene M. Childs, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of November next.

The report states that the amount of sales was $480.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk. 0-31

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 165

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 4, 1963

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,588

John B. Wilkerson, Sr. vs

David E. Wilkerson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of November, 1963. The first insertion being made the 10th day of October, 1963

FILED

1963 NOV -5 PM 2:21

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 7541

By H. Tilghman

31

In the Case of

JOHN B. WILKERSON, SR. as Guardian and next friend of DAVID E. WILKERSON, a minor,

VS.

DAVID E. WILKERSON, minor, et al

In the

Circuit Court

For

Anne Arundel County

No. 15,588 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 16 AM 11:11

All of which is respectfully submitted.

September 16, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 2nd 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 Wayson, deputy

FILED
1964 OCT -2 AM 9:11

32

3-7

BOOK 156 PAGE 167

Dr. JOHN B. WILKERSON, SR. as Guardian and next friend of DAVID E. WILKERSON, a minor,
vs. DAVID E. WILKERSON, minor, et al

In Acct. with EUGENE M. CHILDS, Trustee

					Cr.	
1963, September 30,						
Proceeds of Sale	480	00	480	00		
					480	00
To Trustee for commissions, viz:	31	80	31	80		
To Trustee for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	62	00				
Wm. R. Huggins, Sheriff - cost service	2	90				
John G. Rouse, Jr., - Examiners fee	25	00				
Shirley Miller - Stenographers fee	10	00				
Ernest Florestano - Guardian ad litem fee	4	00				
Auditor - stating this account	25	00	138	90		
To Trustee for expenses, viz:						
Capital Gazette Press - Order nisi, sale	15	00				
Hartford Accidnet & Indemnity Co. - bond premium	10	00	25	00		
To David E. Wilkerson, a minor, c/o John B. Wilkerson, Sr., Guardian, this balance	284	30	284	30		
					480	00

BENJAMIN COLLINS, JR. and HELEN COLLINS, his wife
Route #1, Box 461
Edgewater, Maryland

and

SAMUEL THOMAS COLLINS and EDITH COLLINS, his wife
Route #1, Box 461
Edgewater, Maryland

Plaintiffs

vs.

BENJAMIN COLLINS, SR. and HENRIETTA COLLINS, his wife
Route #1, Box 461
Edgewater, Maryland

Defendants

**** IN THE

CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY

* NO. 16,541 EQUITY

*****

BILL OF COMPLAINT FOR PARTITION OF REAL PROPERTY

Benjamin Collins, Jr., Helen Collins, Samuel Thomas Collins, and Edith Collins, Plaintiffs, by their Attorneys John A. Blondell and George E. Rullman, Jr. respectfully represent:

1. On April 13, 1916, Joseph Collins of Anne Arundel County, State of Maryland, died, seized and possessed, in fee simple, of certain real property lying in the First Election District of Anne Arundel County consisting of 58.5 acres more or less which had been acquired by him by Deed dated August 17, 1886 from Frank H. Stockett, Trustee, a certified copy of said Deed which has been recorded among the Land Records of Anne Arundel County in Liber SH 29, folio 1, and is attached hereto as Plaintiffs' Exhibit No. 1.

FILED
1964 AUG 19 PM 3:47

2. Ten children were born to Joseph Collins during his lifetime, namely:

Joseph Collins, Jr., Richard Collins, Annie L. Collins Abrams, Harriett Collins Morton, and Rachel Collins Glover, who were born of the marriage of Joseph Collins to Susan, who died in approximately 1860 and Lettie Collins, Benjamin Collins, Samuel Thomas Collins, Catherine Collins Whittington, and Seymour Collins, who were born to Joseph Collins and his wife, Lucinda, who survived him.

3. Joseph Collins, Jr., a son of Joseph Collins, died intestate on or about February 12, 1930, unmarried, without children.

4. Richard Collins, son of Joseph Collins, died intestate on or about October 28, 1928, unmarried and without children.

5. Annie L. Collins Abrams died intestate on or about October 1, 1948, a widow, and whose husband Joseph Abrams pre-deceased her, and without children.

6. Harriett Collins Morton, died intestate on or about March 1, 1947, having been divorced A Vinculo Matrimonii and not remarried, leaving surviving her, a son, Joseph Offer Collins, unmarried, over twenty-one (21) years of age and competent, when he conveyed all of his right, title and interest in and to the subject real property in these proceedings to Plaintiff, Samuel Thomas Collins, by Deed dated December 21, 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1362, folio 104; said Deed is attached hereto as Plaintiffs' Exhibit "A".

7. Lettie Collins, daughter of Joseph Collins, died intestate, unmarried, and without children, on or about February 3, 1928.

8. Defendants, Benjamin Collins, Sr., son of Joseph Collins, and his wife Henrietta are over twenty-one (21) years of age and competent.

9. Plaintiffs, Samuel Thomas Collins, son of Joseph Collins and his wife, Edith L. Collins are over twenty-one (21) years of age and competent.

10. Catherine Collins Whittington, daughter of Joseph Collins, and her husband, William Whittington, who were over twenty-one (21) years of age and competent, at the time they conveyed all of their right, title, and interest in and to the subject real estate in these proceedings to Plaintiff, Samuel Thomas Collins, by Deed dated December 21, 1959 and referred to herein as Plaintiffs' Exhibit "A".

11. Rachel Collins Glover, daughter of Joseph Collins, predeceased Joseph Collins on an undetermined day in the fall season of 1902, leaving surviving her one son, Louis Glover, who was over twenty-one (21) years of age and competent, and a widower, not remarried at the time he conveyed all of his right, title and interest in and to the subject real estate in these proceedings to Plaintiff, Samuel Thomas Collins by Deed dated December 21, 1959 and referred to herein as Plaintiffs' Exhibit "A".

12. Seymour Collins, son of Joseph Collins died intestate on or about February 12, 1929, leaving surviving him, his wife, Nellie Collins, who died intestate and unremarried on or about March 1, 1954, and children as follows:

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A. Thomas Collins, who with his wife, Blanche Collins, both of whom were over twenty-one (21) years of age and competent at the time they conveyed all of their right, title and interest in and to the subject real property unto Benjamin Collins, Jr., a party defendant to these proceedings, by Deed dated December 29, 1959 and attached hereto as Plaintiffs' Exhibit "B".

B. Waters Collins, who was over twenty-one (21) years of age, unmarried, and competent at the time he conveyed his right, title and interest in and to the subject real property unto Benjamin Collins, Jr., a party Defendant to these proceedings, by Deed dated December 29, 1959, and referred to above as Plaintiffs' Exhibit "B".

C. Elizabeth Collins, who was over twenty-one (21) years, unmarried and competent at the time she conveyed all of her right, title and interest in and to the subject real property unto Benjamin Collins, Jr., a party defendant to these proceedings, by Deed dated December 29, 1959, and referred to above as Plaintiffs' Exhibit "B".

D. Catherine Collins Parker, who with her husband, Fred Parker, were over twenty-one (21) years of age, and competent at the time they conveyed all of their respective right, title and interest in and to the subject real property unto Benjamin Collins, Jr., a party defendant to these proceedings by Deed dated December 29, 1959 and referred to above as Plaintiffs' Exhibit "B".

E. Mack Collins, who was over twenty-one (21) years of age, unmarried, and competent at the time he conveyed all of his right, title and interest in and to the subject real property unto Benjamin Collins, Jr., a party defendant to these proceedings, by Deed dated December 29, 1959, and referred to above as Plaintiffs' Exhibit "B".

F. Jessie Mae Collins Neal, who, with her husband Samuel Gus Neal, were both over twenty-one (21) years of age, and competent at the time they conveyed all of their respective right, title and interest in and to the subject real property unto Benjamin Collins, Jr., a party defendant to these proceedings, by Deed dated December 29, 1959 and referred to above as Plaintiffs' Exhibit "B".

G. Philip Collins, who with his wife, Ruth Collins, were both over twenty-one (21) years of age, and competent at the time they conveyed all of their respective right, title and interest in and to the subject real property unto Benjamin Collins, Jr. a party defendant to these proceedings, by Deed dated December 29, 1959 and referred to above as Plaintiffs' Exhibit "B".

H. Martha Collins Parker, who with her husband, Donald Parker, were both over twenty-one (21) years of age, and competent at the time they conveyed all of their respective right, title and interest in and to the subject real property unto Benjamin Collins, Jr., a party defendant to these proceedings, by Deed dated December 29, 1959 and referred to above as Plaintiffs' Exhibit "B".

5

I. Alverta Collins, who died intestate on an undetermined day in 1936 unmarried, and without children.

J. Elijah Collins, died intestate on an undetermined day in 1949, leaving surviving him a daughter, Shirley Collins, born to him and Irene Creek Sellman, who was competent and over twenty-one (21) years of age at the time she conveyed all of her respective right, title and interest in and to the subject real property unto Benjamin Collins, Jr., a party defendant to these proceedings, by Deed dated December 29, 1959 and referred to above as Plaintiffs' Exhibit "B". The said Shirley Collins has conveyed her right, title and interest in and to the subject real property unto Benjamin Collins, Jr., by Deed after she reached twenty-one (21) years of age; said Deed is recorded among the Land Records of Anne Arundel County in Liber LNP 1763, folio 412, and attached hereto as Plaintiffs' Exhibit "C".

13. Nellie Collins, Widow, of Seymour Collins, died intestate and unmarried, on or about February 20, 1952.

14. Lucinda Collins, widow of Joseph Collins, Sr., died intestate and unmarried on an undetermined day in March 1931.

15. Plaintiffs and Defendants have anuundivided interest in and to the real property described in the attached Deeds, which said property has not been divided among the parties entitled thereto.

WHEREFORE: Plaintiffs pray that:

1. The Court determine that the parties hereto have the sole and exclusive and undivided interest in and to the real estate in the estate of Joseph Collins.

2. The real estate in the estate of Joseph Collins be divided among those persons under the jurisdiction of this Court as their interest may appear.

3. That a Trustee be appointed by this Court to convey to those persons entitled thereto such portion or portions of the real estate in accordance with their respective interests.

4. And for such other and further relief as their case may require.

George E. Rullman Jr.
GEORGE E. RULLMAN, JR.
120 South Street
Annapolis, Maryland
COlonial 8-3344

John A. Blondell
JOHN A. BLONDELL
1 Central Avenue, S. W.
Glen Burnie, Maryland
SOuthfield 6-8370

Benjamin Collins Jr.
Benjamin Collins, Jr.

Helen Collins
Helen Collins

Samuel Thomas Collins
SAMUEL THOMAS COLLINS

Edith Collins
Edith Collins

Plaintiffs

[illegible] August
[illegible] Six be
[illegible] of Ann
[illegible] and Joseph
[illegible] State of Mary
land [illegible] Whereas by a decree
in [illegible] Court [illegible] Anundel County dated
on the Twenty Fourth day of June Eighteen Hundred
and Eighty Five and passed in a cause in Said Court
No 1034 Equity in the matter of the real estate of Daniel
C Boston deceased it was among other things adjudged
and decreed that the sale made by the Said Daniel
C Boston to Said Joseph Collins of a parcel of the real
estate mentioned in the Said Proceedings which had
been purchased by Said Daniel from the Said Frank
H Stockett, should be ratified and confirmed and
that Said Joseph Collins be substituted as purchaser
thereof and that on the payment by Said Joseph
Collins to Said Stockett of the residue of the purchase
money owing to Said Stockett for Said parcel of
land, and that Said Joseph further pay or satis
factory arrange with Said John C Boston the pay
ment of the sum of One hundred and forty nine
dollars and ten cents with interest thereon from
the Sixteenth November Eighteen hundred and
Eighty which had been advanced by Said John
C Boston to Said Joseph on account of Said
purchase money and to enable him to make a
payment on the same, that the Said Frank H
Stockett as trustee be authorized and directed to
convey the Said parcel of land so purchased by
Said Joseph Collins to him and in the event of the
failure of the Said Joseph to comply with the terms
of the Said decree in respect to the Said Several
Sums of Money, then that Said Stockett as
trustee be directed to sell Said parcel of Said
real estate in the manner provided by the Said
decree as will more fully appear by reference
being had to Said Proceedings now enrolled
in Said Court. And Whereas the Said Joseph Collins
has fully paid and satisfied to Said Stockett the
balance of the purchase money for Said parcel
of lands and has produced to Said Stockett evi
dence that he has made a satisfactory settle
ment with Said John C Boston in respect
to the before mentioned sum of money
and has brought to Said Stockett an authority
in writing from Said John C Boston to Co[illegible]

[illegible] Joseph
[illegible] All that
[illegible] being in the
[illegible] Counsel
[illegible] the pro-
[illegible] said Daniel
[illegible] mentioned
[illegible] exhibit & therein
[illegible] Quoale the Survey
[illegible] following Miles
and bounds Courses and distances being Com
posed of part of a tract or parcel of land Called
Waterloo beginning at a bounded Stone Stand
ing on the West Side of the road leading from
the Muddy Creek road through the said lands to-
wards South River Church and being one of the
original boundaries of said lands and running
from thence and bounding on the outline of said
tract as follows South nine degrees East One hun
dred and fifty five perches to a Stone being a
boundary of said tract, thence leaving the out
lines and running South Seventy Seven degrees
East Sixty one and one quarter perches to the
public road leading from the Swamp over Muddy
Creek branch towards South river bridge, thence
running with said road by a line drawn
North Thirty three degrees forty five minutes East
Sixteen perches to the end of the first line
of the aforesaid land Called "Waterloo," thence
running and bounding on the outlines of
the aforesaid tract of land and up the low
grounds of Muddy Creek branch by the follow
ing Courses namely North Eight degrees forty
five minutes East fourteen perches, North
Three degrees fifteen minutes West forty per
ches, North Eighteen degrees forty five minutes
West twenty perches, North fifty six degrees
fifteen minutes West twenty six perches
North forty three degrees fifteen minutes West
twenty two perches, North fourteen degrees fif

fifteen minutes West Sixteen perches, North twenty four degrees forty five minutes West Thirty two perches to a bounded Stone of Said land Standing on the edge of the aforesaid branch, thence running North Eighty Seven degrees West Thirty two and three quarter perches to the beginning, Containing and laid off for Fifty Eight and a half acres of land more or less, together with its appurtenances and the improvements thereon erected and all the right title interest and Estate of the parties to the aforesaid decree and every of them both at law and in Equity in and to the Same and every part and parcel thereof In Witness Whereof the Said Frank H Stockett hath hereunto Set his hand and Seal the day and year first hereinbefore Written

Signed Sealed and delivered in the presence of
W H Gassaway

Frank H Stockett (Seal)

State of Maryland Anne Arundel County to wit Thereby Certify that on this 17th day of August Eighteen Hundred and Eighty Six before the Subscriber one of the Justices of the Peace of the State of Maryland in and for Anne Arundel County personally appeared the above named Frank H Stockett trustee as aforesaid and executed and acknowledged the forgoing instrument to be his act and deed

W H Gassaway JP

Recorded August 18th 1886

August 29th 1886 Rec'd & deld to Joseph Collins

2.50 paid

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber S.H. No. 29 folio 1 one of the LAND Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 19th day of AUGUST A. D., 1964.

Examiner's Exhibit No. 1
Collins, et al. v. Collins et al. Eq. 16,640
[illegible]

FILED

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

1964 SEP 24 PM 4.00

No Title Examination
Anderson & Anderson

BOOK 1362 PAGE 104

BOOK 156 PAGE 178

Required
mda

THIS DEED, Made this 21st day of December, in the year Nineteen hundred fifty-nine, by and between CATHERINE COLLINS WHITTINGTON, also known as Katherine Collins Whittington, and WILLIAM WHITTINGTON, her husband, of Anne Arundel County, Maryland, JOSEPH OFFER COLLINS, unmarried, of Prince Georges County, Md., and LOUIS GLOVER, Sr., widower, of Washington, D.C., all parties of the first part, and SAMUEL THOMAS COLLINS, of Anne Arundel County, Md., party of the second part,

WITNESSETH, That for and in consideration of the sum of ten dollars and other good and valuable considerations thereunto moving from said party of the second part to said parties of the first part, receipt whereof is hereby acknowledged, the said parties of the first part have bargained and sold and by these presents do grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, all their right, title, interest and estate in and to the following property, to wit:

ALL that lot or parcel of ground situate, lying and being in the First Election District of Anne Arundel County, Maryland, being composed of part of a tract or parcel of land called "Waterloo", and described as follows:

BEGINNING at a bounded stone standing on the West side of the road leading from the Muddy Creek Road, through the said lands towards South River Church, being one of the original boundaries of said lands, and running from thence and bounding on the outline of said tract as follows: South 9 degrees East 155 perches to a stone, being a boundary of said tract, thence leaving the outlines and running South 77 degrees East 61¼ perches to the public road leading from the Swamp over Muddy Creek Branch towards South River Bridge, thence running with said road by a line drawn North 33 degrees 45 minutes East 16 perches to the end of the first line of the aforesaid land called "Waterloo", thence running and bounding on the outlines of the aforesaid tract of land and

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1964 AUG 19 PM 3:48

 EXH. A

Examiner's Exhibit No. 2
Collins, et al v. Collins, et al Equity 16,541
John S. Rowe L. Exam

FILED
1964 SEP 24 PM 4:00

up the low grounds of Muddy Creek Branch by the following courses, namely, North 8 degrees 45 minutes East 14 perches, North 3 degrees 15 minutes West 40 perches, North 18 degrees 45 minutes West 20 perches, North 56 degrees 15 minutes West 26 perches, North 43 degrees 15 minutes West 22 perches, North 14 degrees 15 minutes West 16 perches, North 24 degrees 45 minutes West 32 perches to a bounded stone of said land standing on the edge of the aforesaid Branch, thence running north 87 degrees West 32 3/4 perches to the beginning; containing and laid off for 58½ acres of land, more or less.

BEING all of the same property which was conveyed by Frank H. Stockett, Trustee, to Joseph Collins by deed dated August 17, 1886, and recorded among the Land Records of Anne Arundel County in Liber S.H. 29, folio 1, and which, upon the death ofthe said Joseph Collins, intestate, approximately in the year 1916, vested in his heirs at law, namely his widow, Lucinda Collins, his children, viz: Joseph Collins, Jr., Richard Collins, Anne (or Annie) L. Collins Abrams, Harriett Collins Morton, Lettie Collins, Benjamin Collins, Sr., Samuel Thomas Collins, Catherine (or Katherine) Collins Whittington, Seymour Collins; and his grandson, Louis Glover (the only child and heir at law of Rachel Collins Glover, a daughter of the said Joseph Collins who died intestate in approximately the year of 1902). The said Harriett Collins Morton died intestate in approximately the year of 1917 leaving surviving her as her only heir at law her son, the said Joseph Offer Collins. The said Joseph Collins, Jr., Richard Collins, Lettie Collins, Lucinda Collins, and Anne (or Annie) L. Collins Abrams having died intestate in approximately the years of 1930, 1929, 1928, 1931, and 1918, respectively, leaving surviving them as their only respective heirs at law the said Benjamin Collins, Sr., Samuel Thomas Collins, Catherine

(or Katherine) Collins Whittington, Joseph Offer Collins, Louis Glover, and Seymour Collins.

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

TO HAVE AND TO HOLD the said right, title, interest and estate of said parties of the first part in the property hereby conveyed, unto and to the proper use and benefit of the said party of the second part, his heirs and assigns, in fee simple.

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

WITNESS the hands and seals of said parties of the first part.

Test as to
C.C.W., (K.C.W.)
and W.W.:
John R. Collison
John R. Collison

Catherine Collins Whittington (SEAL)
Catherine Collins Whittington

Katherine Collins Whittington (SEAL)
Katherine Collins Whittington

William Whittington (SEAL)
William Whittington

Test as to J.O.C.
Josephine H. Speer
Josephine H. Speer

Joseph Offer Collins (SEAL)
Joseph Offer Collins

Louis Glover, Sr. (SEAL)
Louis Glover, Sr.

Test as to L.G.
William Gorewitz
William Gorewitz

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 26th day of December, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared CATHERINE COLLINS WHITTINGTON, also known as Katherine Collins Whittington, and WILLIAM WHITTINGTON, her husband, and they acknowledged the

13

aforegoing deed to be their act.

As witness my hand and seal Notarial.

John R. Collison

John R. Collison, Notary Public

STATE OF MARYLAND, PRINCE GEORGES COUNTY, To Wit:

I hereby certify that on this 21st day of December, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared JOSEPH OFFER COLLINS, unmarried, and he acknowledged the aforegoing deed to be his act.

As witness my hand and seal Notarial.

Josephine H. Speer

Josephine H. Speer, Notary Public

My Commission Expires May 1, 1961

DISTRICT OF COLUMBIA, CITY OF WASHINGTON,
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, To Wit:

I hereby certify that on this 22nd day of December, 1959, before me, the subscriber, a Notary Public of the ~~XXXXXXXXXX~~ District of Columbia ~~XXXXXXXXXX~~ in and for said ~~Xxxxxxx~~ City, personally appeared LOUIS GLOVER, Sr. widower, and he acknowledged the aforegoing deed to be his act.

As witness my hand and seal Notarial.

William Gorewitz

William Gorewitz, Notary Public

My Commission Expires September 30th, 1962

11CC

Rec'd for record Dec. 31 1959 at 12:34 P.M.
Mailed to Anderson + Anderson

No Title Examination
Anderson & Anderson

BOOK 1763 PAGE 406

BOOK 156 PAGE 182

No Title Examination, No Stamps required. John Blondell

THIS DEED, Made this 29th day of December, in the year Nineteen hundred fifty-nine, by and between THOMAS COLLINS and BLANCHE COLLINS, his wife, WATERS COLLINS, unmarried, ELIZABETH COLLINS, unmarried, CATHERINE COLLINS PARKER and FRED PARKER, her husband, MACK COLLINS, unmarried, JESSIE MAE COLLINS NEAL and SAMUEL GUS NEAL, her husband, PHILLIP COLLINS and RUTH COLLINS, his wife, MARTHA COLLINS PARKER and DONALD PARKER, her husband, parties of the first part; IRENE CREEK SELLMAN, party of the second part; and BENJAMIN COLLINS, JR., party of the third part, all of Anne Arundel County in the State of Maryland.

16299

WITNESSETH, that for and in consideration of the sum of ten dollars and other good and valuable considerations thereunto moving from said party of the third part to said parties of the first part, receipt whereof is hereby acknowledged, the said parties of the first part have bargained and sold and by these presents do grant and convey unto the said party of the third part, his heirs and assigns, in fee simple, all their right, title, interest and estate in and to the following property, to wit:

All that lot or parcel of ground situate, lying and being in the First Election District of Anne Arundel County, Maryland, being composed of part of a tract or parcel of land called "Waterloo", and described as follows:

BEGINNING at a bounded stone standing on the West side of the road leading from the Muddy Creek Road, through the said lands towards South River Church, being one of the original boundaries of said lands, and running from thence and bounding on the outlines of said tract as follows: South 9 degrees East 155 perches to a stone, being a boundary of said tract, thence leaving the outlines

FILED
1964 AUG 19 PM 3:47

EXH B

15

FILED
1964 SEP 24 PM 4:00

Examiner's Exhibit No. 3
Collins et al v. Collins et al Eq 16541
John S. Rowe Exa

10 Y/2

BOOK 1763 PAGE 407 BOOK 156 PAGE 183

and running South 77 degrees East 61½ perches to the public road leading from the Swamp over Muddy Creek Branch towards South River Bridge, thence running with said road by a line drawn North 33 degrees 45 minutes East 16 perches to the end of the first line of the aforesaid land called "Waterloo", thence running and bounding on the outlines of the aforesaid tract of land and up the low grounds of Muddy Creek Branch by the following courses, namely, North 8 degrees 45 minutes East 14 perches, North 3 degrees 15 minutes West 40 perches, North 18 degrees 45 minutes West 20 perches, North 56 degrees 15 minutes West 26 perches, North 43 degrees 15 minutes West 22 perches, North 14 degrees 15 minutes West 16 perches, North 24 degrees 45 minutes West 32 perches to a bounded stone of said land standing on the edge of the aforesaid Branch, thence running North 87 degrees West 32 3/4 perches to the beginning; containing and laid off for 58½ acres of land more or less.

BEING all of the same property which was conveyed by Frank H. Stockett, Trustee, to Joseph Collins by deed dated August 17, 1886, and recorded among the Land Records of Anne Arundel County in Liber S.H. 29, folio 1, and which, upon the death of the said Joseph Collins, intestate, approximately in the year 1916, vested in his heirs at law, including his son, Seymour Collins, and his widow Lucinda Collins; the said Seymour Collins having died intestate in approximately the year of 1929, leaving surviving him as his only heirs at law his widow, Nellie Collins, and his children, to wit, the said Thomas Collins, Waters Collins, Elizabeth Collins, Catherine Collins Parker, Mack Collins, Jessie Mae Collins Neal, Phillip Collins, and Martha Collins Parker, parties of the first part, and Alverta Collins, who died intestate in

BOOK 156 PAGE 184

BOOK 1763 PAGE 408

approximately the year of 1936, and Elijah Collins, who died intestate in approximately the year of 1949. The said Lucinda Collins, widow of said Joseph Collins, died intestate in approximately the year of 1931 leaving surviving her as heirs at law the above named children of Seymour Collins. The said Alverta Collins, daughter of said Seymour and Nellie Collins, died leaving surviving her as her only heirs at law her said mother, Nellie Collins, and her aforesaid brothers and sisters. The said Elijah Collins, son of said Seymour and Nellie Collins, died leaving surviving him as his only heirs at law his said mother, Nellie Collins, and his infant daughter, Shirley Collins. The said Nellie Collins, widow of Seymour Collins, died intestate in approximately the year of 1951, leaving surviving her as her only heirs at law her said children, Thomas Collins, Waters Collins, Elizabeth Collins, and Catherine Collins Parker, parties of the first part, and her said infant granddaughter, Shirley Collins.

The said Irene Creek Sellman, party of the second part, mother of said Shirley Collins, joins herein and does hereby release, surrender, waive, renounce, relinquish, grant and convey unto the party of the third part, his heirs and assigns, in fee simple, all and every right, title, claim, or interest in and to the aforementioned property, including inheritance through intestacy, dower, thirds, or right of election arising because she was or may now or in the future claim to have been the wife or widow of said Elijah Collins; it being her intention to expressly grant, release, and waive unto the party of the third part all of her rights, if any, to participate or share in any way whatsoever in the aforesaid real estate.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways,

17

waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said right, title, interest and estate of said parties of the first and second parts in the property hereby conveyed, unto and to the proper use and benefit of the said party of the third part, his heirs and assigns, in fee simple.

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

WITNESS the hands and seals of said parties of the first and second parts.

Thomas Collins (SEAL)
Thomas Collins

Test as to T.C. and B.C.
John R. Collins

Blanche Collins (SEAL)
Blanche Collins

Test as to W. C.
John R. Collins

Waters Collins (SEAL)
Waters Collins

Test as to E.C.
John R. Collins

Elizabeth Collins (SEAL)
Elizabeth Collins

Catherine Collins Parker (SEAL)
Catherine Collins Parker

Test as to C.C.P. and F.P.
John R. Collins

Fred Parker his mark (SEAL)
Fred Parker

Test as to F. P.:
Charles T. Sharpe

Test as to M.C.
John R. Collins

Mack Collins (SEAL)
Mack Collins

Jessie Mae Collins Neal (SEAL)
Jessie Mae Collins Neal

Test as to J.M.C.N. and S.G.N.
John R. Collins

Samuel Gus Neal (SEAL)
Samuel Gus Neal

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Phillip Collins (SEAL)
Phillip Collins

Test as to P.C. and R.C.
John T. Collison

Ruth Collins (SEAL)
Ruth Collins

Martha Collins Parker (SEAL)
Martha Collins Parker

Test as to M.C.P. and D.P.
John T. Collison

Donald Parker (SEAL)
Donald Parker

Test as to I.C.S.
John T. Collison

Irene Creek Sellman (SEAL)
Irene Creek Sellman

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 29th day of December, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the said County, personally appeared THOMAS COLLINS and BLANCHE COLLINS, his wife, WATERS COLLINS, unmarried, ELIZABETH COLLINS, unmarried, CATHERINE COLLINS PARKER and FRED PARKER, her husband, and they acknowledged the aforegoing deed to be their act.

As witness my hand and seal Notarial.

John T. Collison
Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 30th day of December, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the said County, personally appeared MACK COLLINS, unmarried, JESSIE MAE COLLINS NEAL and SAMUEL GUS NEAL, her husband, PHILLIP COLLINS and RUTH COLLINS, his wife, MARTHA COLLINS PARKER and DONALD PARKER, her husband, and they acknowled-

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ged the aforegoing deed to be their act.

As witness my hand and seal Notarial.

John K. Collison
Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 29th day of December, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the said County, personally appeared IRENE CREEK SELLMAN and she acknowledged the aforegoing deed to be her act.

As witness my hand and seal Notarial.

1950 John K. Collison
Notary Public

Rec'd for record June 15, 1964 at 11:32 A.M.
Mailed to Benson & Benson

No Title Examination:
John H. Blondell

No Stamps Required
JAB

BOOK 1763 PAGE 412

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D E E D

THIS DEED, Made this 2nd day of ~~May~~ June, in the year Nineteen hundred sixty-four, by and between SHIRLEY COLLINS, unmarried, party of the first part GRANTOR; and BENJAMIN COLLINS, JR. party of the second part, GRANTEE.

WITNESSETH, that in and for consideration of the sum of Ten dollars ($10.00) and other good and valuable considerations thereunto moving from the said party of the first part to the said party of the second part, the receipt whereof is hereby acknowledged, the said party of the first part has bargained and sold and by these presents does grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, all of her right,title, interest and estate in and to the following property, to wit:

16 2200

ALL that lot or parcel of ground situate, lying and being in the First Election District of Anne Arundel County, Maryland, being composed of part of a tract or parcel of land called "Waterloo", and described as follows:

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NOV 19 PM 3:48

BEGINNING at a bounded stone standing on the West side of the road leading from the Muddy Creek Road, through the said lands towards South River Church, being one of the original boundaries of said lands, and running from thence and bounding on the outlines of said tract as follows: South 9 degrees East 155 perches to a stone, being a boundary of said tract, thence leaving the outlines and running South 77 degrees East 61¼ perches to the public road leading from the Swamp over Muddy Creek Branch

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EXH C

Examiner's Exhibit No 4
Collins et al v. Collins, et al Equity 16,541
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1964 SEP 24 PM 4:00

towards South River Bridge, thence running with said road by a line drawn North 33 degrees 45 minutes East 16 perches to the end of the first line of the aforesaid land called "Waterloo", thence running and bounding on the outlines of the aforesaid tract of land and up the low grounds of Muddy Creek Branch by the following courses, namely, North 8 degrees 45 minutes East 14 perches, North 3 degrees 15 minutes West 40 perches, North 18 degrees 45 minutes West 20 perches, North 56 degrees 15 minutes West 26 perches, North 43 degrees 15 minutes West 22 perches, North 14 degrees 15 minutes West 16 perches, North 24 degrees 45 minutes West 32 perches to a bounded stone of said land standing on the edge of the aforesaid Branch, thence running North 87 degrees West 32 3/4 perches to the beginning; containing and laid off for 58½ acres of land more or less.

BEING all the same property which was conveyed by Frank H. Stockett, Trustee, to Joseph Collins by Deed dated August 17, 1886, and recorded among the Land Records of Anne Arundel County in Liber S. H. 29, folio 1, which the said Shirley Collins has an undivided interest by virtue of being the granddaughter of Seymour Collins, son of Joseph Collins. The said Joseph Collins died intestate approximately in the year 1916 leaving as one of his heirs at law, the said Seymour Collins who died in-testate in approximately the year 1929, leaving surviving him as one of his heirs at law, his son Elijah Collins, who died in-testate in approximately the year 1949, leaving surviving him as a direct descendant his daughter, Shirley Collins. For the

genealogy and pedigree showing the interest of Shirley Collins in and to the aforesaid described real property see Deed from Thomas Collins, et al, to Benjamin Collins, Jr. dated December 29, 1959 and recorded among the Land Records of Anne Arundel County immediately prior hereto. The said Shirley Collins, having been recited therein as an infant and having since the date of the aforesaid Deed become over the age of Twenty-one (21) years.

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

TO HAVE AND TO HOLD the said right, title, interest and estate of the said party of the first part in the property hereby conveyed, unto and to the proper use and benefit of the said party of the second part, his heirs and assigns, in fee simple.

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

WITNESS the hand and seal of the said party of the first part.

WITNESS:

Curtis M Dyer — Shirley Collins (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 2nd day of ~~May~~ JUNE, 1964 before me, the subscriber, a Notary Public of the State of Mary-Land, in and for the said County, personally appeared Shirley Collins,

23

unmarried, and she acknowledged the aforegoing Deed to be her act.

As witness my hand and seal Notarial.

900

Wilson J. Dye
Notary Public

Rec'd for record June 16 1964 at 11:37 A.
Mailed to Brown & Brown

BENJAMIN COLLINS, JR., et al *
Route #1, Box 461
Edgewater, Maryland

Plaintiffs

vs. *

BENJAMIN COLLINS, SR. and
HENRIETTA COLLINS, his wife
Route #1, Box 461
Edgewater, Maryland *

Defendants

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,541 EQUITY

* * * * * * * * * *

ANSWER TO BILL OF COMPLAINT FOR PARTITION OF REAL PROPERTY

Benjamin Collins, Sr. and Henrietta Collins, his wife, in proper person, answer the Bill of Complaint exhibited against them in the above entitled proceedings, say:

1. That they admit the allegations contained in the Bill of Complaint.

2. That they submit to the jurisdiction of this Court and consent to the relief prayed therein and to any decree passed in the above entitled case, as the Court may determine fit and proper.

Benjamin Collins
Benjamin Collins, Sr.

Henrietta Collins
Henrietta Collins

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1964 SEP -4 PM 3:55

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BOOK 156 PAGE 193

BENJAMIN COLLINS, JR., et al	:	IN
Plaintiffs	:	THE CIRCUIT COURT
vs.	:	FOR
BENJAMIN COLLINS, SR., et al	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 16,541 EQUITY

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

TESTIMONY TAKEN ON BEHALF OF PLAINTIFFS

September 4, 1964

Present:

Mr. John A. Blondell, Solicitor for Plaintiffs

Mr. John G. Rouse, Jr., Court Examiner & Master

Mrs. Shirley Miller, Court Stenographer

Witness:

Benjamin Collins, Jr., pages 2 - 17

FILED

1964 SEP 24 PM 3:59

(DEED DATED AUGUST 17, 1886, FRANK H. STOCKETT, TRUSTEE, TO JOSEPH COLLINS RECORDED IN S.H. NO. 29, FOLIO 1 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

(DEED DATED DECEMBER 21, 1959, CATHERINE COLLINS WHITTINGTON, etal, TO SAMUEL THOMAS COLLINS, RECORDED IN GTC 1362, FOLIO 104 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

(DEED DATED DECEMBER 29, 1959, THOMAS COLLINS, etal RECORDED IN LNP 1763, FOLIO 406 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 3)

(DEED DATED JUNE 2, 1964 FROM SHIRLEY COLLINS TO BENJAMIN COLLINS, JR., RECORDED IN LNP 1763, FOLIO 412 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 4)

* * * * * * * *

BLONDELL: For the record notice of the time and place for taking testimony was given to the parties to this case and I have received information that none of the parties wish to attend the taking of testimony or give any testimony in their behalf with the exception of Benjamin Collins, Jr.

37

Benjamin Collins, Jr., a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Blondell)

1 State your name and address.

A Benjamin Collins, Jr., Route 1, Box 461, Edgewater, Maryland.

2 Now you are related to Joseph Collins who died in 1916 or thereabouts?

A Yes, sir.

3 Now he owned a certain piece of real estate, did he not, in Anne Arundel County?

A Yes, sir.

4 And where is it located?

A Muddy Creek Road about three and a half miles before you get to Galesville.

5 Now when was his date of death?

A 13th of April, 1916.

6 How many acres does that lot of ground consist of?

A At that time it was 58.5.

7 And the Deed in evidence from Stockett to Collins is the property we are talking about here?

A Yes.

8 Was any administration of any proceedings in the Orphan's Court had upon the estate of Joseph Collins?

A No, sir.

9 How many children did he have at the time he died?

A Ten.

10 What were their names?

A. Joseph Collins, Richard Collins, Annie Collins Abrams, Harriett Collins Morton, and Rachel Collins Glover, that was by his first wife.

11 And what was her name?

A Susan.

12 Was Susan living when Joseph died?

A No, sir.

13 She died when?

A 1860.

14 And Joseph Collins married a second time, is that right?

A Yes, sir.

15 And his second wife was named Lucinda?

A Yes, sir.

16 Did they have any children?

A Yes, sir, five.

17 What were their names?

A Benjamin Collins, Sr., Samuel Thomas Collins, Catherine Collins Whittington, Lettie Collins, and Seymour Collins.

18 They were the children of Joseph by Lucinda?

A That's right.

19 And when Joseph died did Lucinda survive him; was she living at the time of his death?

A Yes, sir.

20 Let's take Joseph Collins children one by one now. Now Joseph

29

Collins, Jr., he was the son of Joseph Collins and Susan, right?

A Yes, sir.

21 And he died when?

A. He died February 12, 1930.

22 Was he married when he died?

A No, sir.

23 Did he have any children when he died?

A No, sir.

24 Now Richard Collins, he was a son of Joseph and whom?

A Susan.

25 When did he die?

A He died October the 28th, 1928.

26 Did he have a wife when he died?

A No, sir.

27 Or children?

A No, sir.

28 Or any decendants?

A No, sir.

29 In other words he had never been married and neither had Joseph, Jr. been married, is that right?

A No, they never married.

30 Annie L. Collins Abrams, when did she die?

A She died October 1, 1948.

31 And did she have a husband?

A She was unmarried at the time.

32 When she died she was unmarried, is that right?

A Yes, sir.

33 Did her husband die before she did?

A That's right.

34 And did she have any children when she died?

A No, sir.

(Mr. Rouse)

1 She never had any children?

A No, sir.

(Mr. Blondell)

35 Next is Harriett Collins Morton, when did she die?

A She died March the 1st, 1947.

36 Was she married during her life time?

A Yes, sir.

37 How about her husband, what happened tohim?

A He died.

(Mr. Rouse)

2 They were divorced before they died though?

A Yes, sir, that's right.

(Mr. Blondell)

38 They were divorced?

A That's right.

39 Did she remarry after she was divorced from him?

A No, sir.

40 Did she have any children?

31

A One.

41 And what was his name?

A Joseph Offer Collins.

42 Is he alive?

A Yes, sir.

43 Is he married?

A No, sir, not now. The reason why he was a Collins he went under his mother's name after the divorce.

(Mr. Rouse)

3 He is over twenty one?

A He is seventy two.

(Mr. Blondell)

44 Next is whom?

A Lettie Collins.

45 She is the daughter of whom?

A Joseph and Lucinda.

46 Did she die?

A Yes, sir.

47 When did she die?

A February the 3rd, 1928.

48 And when she died did she have a husband?

A No, sir.

49 Did she ever have a husband?

A No, sir.

50 Did she have any children?

A No, sir.

51 Now Benjamin Collins, Sr., is he alive?

A Yes, sir.

52 And his wife is whom?

A Henrietta Collins.

53 Is that your father?

A Yes, sir.

(Mr. Rouse)

4 And your father and mother are actually defendants in this case, is that right?

A Yes, sir.

(Mr. Blondell)

54 Next is Samuel Thomas Collins, he is alive, is that correct?

A Yes, sir.

55 And his wife's name is what?

A Edith L.

56 Now are all these people, Benjamin Collins, Sr., and Henrietta and Samuel Thomas and Edith L. over twenty one?

A Yes, sir.

57 Now to go back a minute, all these people who have died, did any of them ever leave a Will?

A No, sir.

58 And has any estates been taken out on them in the Orphan's Court in this County?

A No, sir.

33

59 Who was the next child of Joseph?

A Catherine Collins Whittington.

60 She is the daughter of Joseph and whom?

A And Lucinda.

61 Now is she alive?

A Yes, sir.

62 What's her husband's name?

A William Whittington.

63 And he is alive too, is he?

A Yes, sir.

64 Are they over twenty one?

A Yes, sir.

65 Next is whom?

A Rachel Collins Glover.

66 Did she die?

A Yes, sir.

67 When did she die?

A 1902.

68 And when she died did she leave any children?

A Yes, sir, one.

69 And what's his name?

A Louis Glover.

70 Did she leave any Will?

A No, sir.

71 Did she have a husband?

A Yes, sir.

72 Did he die before her?

A Yes, sir. He died sometime before he did.

(Mr. Rouse)

5 You are certain that Rachel's husband died before she did?

A Yes, sir.

6 So at the time of her death all she left behind her was one son?

A That's right.

(Mr. Blondell)

73 And her son's name is?

A Louis Glover.

74 And he entered into a Deed, didn't he, conveying his interest to your Uncle, Samuel Thomas Collins?

A That's right.

75 And when he conveyed his interest was Louis Glover married?

A No, sir. He has never been married.

(Mr. Rouse)

7 In any event, at the time he made this deed he was not married is that right?

A Yes, sir.

8 And he was over twenty one?

A That's right.

(Mr. Blondell)

76 The last child, I believe, of Joseph Collins is whom?

A Seymour.

77 And he is the son of Joseph and Lucinda?

A Yes, sir.

78 And did he die?

A Yes, sir.

79 Without a Will?

A Yes, sir.

80 What date did he die?

A February the 12th, 1929.

81 And did he leave a wife?

A Yes.

82 And what is her name?

A Nellie Collins.

83 And did she die?

A Yes, sir.

84 When did she die?

A March the 1st, 1952.

(Mr. Rouse)

9 Did Nellie Collins ever remarry after her first husband, Seymour, died?

A No, sir.

10 Alright, now when she died did she leave any children?

A Yes, sir.

11 And who were they?

A Thomas Collins and Blanche Collins -

12 Wait a minute. Blanche is Thomas's wife.

A Yes, that's right. Waters Collins, and -

13 Alright, was he married?

35

A No, sir, he never married.

14 And who else?

A Elizabeth Collins.

15 Did she ever marry?

A No, sir.

(Mr. Blondell)

85 And Catherine Collins?

A Yes, sir.

86 She is married?

A Yes, sir.

87 Who did she marry?

A Fred Parker.

88 Who else?

A Mack Collins.

89 Was he married?

A Yes, sir. Well he is not married. He is living with a woman, common law wife.

90 Who else?

A Jessie Mae Collins Neal.

91 Is she married?

A Yes, sir.

92 Who did she marry?

A Samuel Gus Neal.

93 Any other children?

A Philip Collins.

36

94 And was he married?

A Yes, sir.

95 Who did he marry?

A Ruth Collins.

96 Who is the next one?

A Martha Collins Parker.

97 What's her husband's name?

A Donald Parker.

98 Any others?

A Yes, sir.

99 Who?

A Alverta Collins.

100 What happened to her?

A She died as a child.

101 What year?

A 1936.

102 Was she ever married?

A No, sir.

103 No Will?

A No Will.

104 And no children?

A No, sir

105 Any other children?

A Elijah Collins.

106 What happened to him?

A He died in the service in 1949.

107 Now when Elijah died did he leave a Will?

A No, sir.

108 Did he have a wife?

A No, sir.

109 Did he have any children?

A On e.

110 What's that child's name?

A Shirley Collins.

111 And in 1959 was she over twenty one years of age?

A Yes, sir.

(Mr. Rouse)

16 And Elijah's wife died before he did, is that right?

A He never had a wife.

17 He had a daughter but no wife?

A That's right.

(Mr. Blondell)

112 When did Seymour's wife die?

A In 1952.

113 And her name was what?

A Nellie Collins.

114 And when she died was she married?

A No, sir.

115 Did she leave a Will?

A No, sir.

116 Now did any of these people that died, did they leavea Will?

A No Wills.

117 And these children or heirs of children of Seymour what did they

18

do with their interest in the property?

A They signed over to me.

118 How did they do that, by means of a Deed?

A A Deed before a Notary Public.

119 And that Deed was dated when?

A December the 29th, 1959.

120 So you have by that Deed the interest of Thomas Collins, Blanche Collins, Waters Collins, Elizabeth Collins, Catherine Collins Parker, Fred Parker, Mack Collins, Jessie Mae Collins Neal, Samuel Gus Neal, Phillip Collins, Ruth Collins, Martha Collins Parker, Donald Parker and Irene Creek Sellman, and that Deed to you is dated December the 29th, 1959, is that correct?

A That's right.

(Mr. Rouse)

18 Then later you got a Deed from Shirley Collins, is that right?

A Yes, sir.

(Mr. Blondell)

121 And that Deed is dated June the 2nd, 1964?

A That's right.

122 Now the interests of Catherine Collins Whittington, William Whittington, Joseph Offer Collins and Louis Glover, Jr., their respective interest was deeded to whom?

A Samuel Thomas Collins.

123 And he is a plaintiff to these proceedings, is that right?

A Yes, sir.

9

124 Now at the time these three conveyances we are talking about were made were all of these people over twenty one years of age?

A Yes, sir.

125 And were they competent, I mean they weren't adjudged to be insane or anything of that nature, were they?

A No, sir.

126 Now as far as you know all of the parties who have an interest in this real estate with the exception of you, your father and his wife, and - Benjamin Collins, Sr. and his wife, and your Uncle Samuel Thomas Collins and his wife, have deeded their interest either to you or to Samuel Thomas Collins, is that right?

A That's right.

127 So that now the only people having and interest in this property so far as you know by your family history is you and your wife, Samuel Thomas Collins and Edith Collins and Benjamin Collins, Sr. and Henrietta, is that right?

A Yes, sir.

128 Are all of you over twenty one years of age and competent?

A Yes, sir.

129 Now what does this property consist of?

A Fifty one point something now. It were 58 but you see the State Roads came through and took some property. It is fifty one point something now.

40

130 Does it have any houses or anything on it?

A Yes, sir, three.

131 Now at one time you couldn't reach an agreement as to how to divide it up, is that right?

A That's right.

132 Are you in the process of reaching an agreement now?

A We have, yes sir.

133 Now from where do you get the information regarding the dates of death and names of these people who were the heirs of Joseph Collins?

A Well my father, he has a family Bible which he had most of it in and my Uncle, he has one.

134 So this information you testified to came from there, is that right?

A Yes, sir.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer

Answer 10.

Signature Benjamin Collins Jr.

42

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

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

Witness my hand and seal this 14th day of September, 1964.

John G. Rouse, Jr., Examiner (SEAL)

J.R. $25.00

S.M. $17.00 +/

/m

BENJAMIN COLLINS, JR., ET AL	*	IN
Plaintiffs	*	THE CIRCUIT COURT
vs.	*	FOR
BENJAMIN COLLINS, SR., ET AL	*	ANNE ARUNDEL COUNTY
Defendants	*	NO. 16,541 EQUITY
	*	

* * * * * * * * * * *

REPORT OF MASTER AND EXAMINER

8/19/64 Bill of Complaint for Partition of Real Property filed by Benjamin Collins, Jr., and Wife and Samuel T. Collins and Wife against Benjamin Collins, Sr. and Wife.

8/25/64 Defendants summoned.

9/4/64 Answer filed by Defendants admitting all the allegations contained in the Bill, submitting to the jurisdiction of the Court and consenting to the relief prayed, etc.

9/4/64 Testimony taken before Examiner after due notice. (See Transcript Page 2)

Substance of Testimony:

The pedigree of Joseph Collins, original owner of the property in question was proven as set forth in the Bill of Complaint. By Exhibits #2, 3 and 4 it was proven that the only persons having any interest in the property in question are the Plaintiffs and Defendants in this proceeding. It appears from the testimony (See Transcript Page 17) that the parties are in the process of reaching an agreement as to how the property in question may be divided.

Case ready for Decree October 6, 1964.

Attached form of Decree recommended.

John G. Rouse, Jr.

FILED

1964 SEP 24 PM 3:59

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

44

BENJAMIN COLLINS, JR., et al	*	IN
Plaintiffs	*	THE CIRCUIT COURT
vs.	*	FOR
BENJAMIN COLLINS, SR., et al	*	ANNE ARUNDEL COUNTY
Defendants	*	NO. 16,541 EQUITY
	*	

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

D E C R E E

The Bill of Complaint, Exhibits, Answer, Testimony and other proceedings in connection with the above entitled case having been by the Court, read and considered, it is thereupon this 7th day of October, 1964, by The Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED and DECREED:

1. That Benjamin Collins, Jr. and Helen Collins, his wife and Samuel Thomas Collins and Edith Collins, his wife, Plaintiffs, and Benjamin Collins, Sr. and Henrietta Collins, his wife, Defendants, have the sole and exclusive undivided interest in and to the real estate described in these proceedings.

2. That JOHN A. BLONDELL be, and he is hereby appointed Trustee with full power and authority to convey to those persons entitled such portion or portions of the real estate described in these proceedings in accordance with their respective interests, or in such manner as the Parties hereto may agree upon.

3. Inasmuch as the aforementioned property is not being sold and no funds will come into the hands of the Trustee, he is hereby excused from giving bond.

4. That the Plaintiffs pay the costs of these proceedings.

O. Bruce Lambert
Judge

FILED
1964 OCT -7 AM 11:40

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BENJAMIN COLLINS, JR. and HELEN COLLINS, his wife, et al	*	IN THE
VS	*	CIRCUIT COURT
BENJAMIN COLLINS, SR. and HENRIETTA COLLINS, his wife	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 16,541 EQUITY

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

AGREEMENT AND CONSENT

TO PARTITION IN KIND OF REAL ESTATE

THIS AGREEMENT, Made this 23D day of September, 1964, by and between BENJAMIN COLLINS, JR. and HELEN COLLINS, his wife, SAMUEL THOMAS COLLINS and EDITH COLLINS, his wife, and BENJAMIN COLLINS, SR. and HENRIETTA COLLINS, his wife, parties to the above entitled case.

WHEREAS, it appears to the parties to this cause that they are the only parties having an interest in and to the real estate seized and possessed by Joseph Collins at the time of his death, which at that time consisted of 58.5 acres more or less, and

WHEREAS, since the filing of the Bill of Complaint in the above entitled case, the parties have agreed to partition in kind the real estate which was subject to these proceedings, and

FILED
Oct 7, 1964

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WHEREAS, it appears that those persons other than the parties to this cause and that those persons who have conveyed all of their right, title and interest to the parties to this cause who have died seized and possessed of an interest in and to the real estate subject to these proceedings died more than twelve (12) years prior to the date of filing the Bill of Complaint in these proceedings thus eliminating the necessity of administration on the estates of those deceased persons having an interest and the consequential payment of inheritance taxes, and

WHEREAS, the parties have agreed to partition the real estate in accordance with a plat and survey made by J. R. McCrone, Jr., Inc., Registered professional Engineers and Surveyors, the said Plat being dated May 3, 1962 and revised on January 4, 1964, into certain parcels, and

WHEREAS, the parties by entering into this Agreement desire to evidence their consent and assent to a decree of this Court for the appointment of a Trustee to convey to them the certain parcels of the real estate subject to these proceedings, as described herein.

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the premises and the mutual covenants herein expressed, the parties do hereby request, agree, and consent to the appointment of a Trustee by the Circuit Court for Anne Arundel County in the above entitled proceedings, for the purpose of

conveying certain parcels of the real estate subject to the above entitled partition proceedings to the persons named herein in accordance with the terms of this Agreement.

The parcels of ground to be conveyed by said Trustee to Samuel Thomas Collins and Edith Collins, his wife, as tenants by the entireties are as follows:

PARCEL "A" - BEGINNING for the same at a point in the South 9° East 155 perch line of the conveyance from Catherine Collins Whittington, et al, to Samuel Thomas Collins by deed dated December 21, 1959 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G. T. C. 1362, folio 104; said point being located South 06° 56' 20" East 639.92 feet from the beginning of said line;

THENCE from the place of beginning so fixed, leaving said line and running across the conveyance to Collins, South 30° 37' 50" East 649.71 feet;

THENCE South 38° 59' 30" East 283.18 feet to intersect the northwest right of way line of Maryland Route No. 468 (New Muddy Creek Road), as shown on the State Roads Commission Plat No. 19653;

THENCE running with the said right of way line along a regular curve to the left, having a radius of 2898.79 feet, a chord of South 29° 29' 00" West 589.77 feet, an arc length of 590.77 feet to a point located 34 feet northwesterly from and radial to Station 108 plus 59 of the base line of right of way of Maryland Route No. 468, aforesaid;

THENCE still with said right of way line, North 66° 21' 19" West 47.0 feet to a point located 81 feet northwesterly from and radial to Station 108 plus 59, aforesaid;

THENCE along a regular curve to the left, having a radius of 2945.79 feet, a chord of South 23° 14' 42" West 41.10 feet, an arc length of 41.10 feet to intersect the above mentioned South 9° East 155 perch line;

THENCE leaving said right of way line and running with part of said outline, reversely, as now surveyed, North 06° 56' 20" West 1321.11 feet to the place of beginning.

CONTAINING 6.19 acres, more or less, as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in January 1964 from a survey made in May 1962.

BEING part of the above mentioned conveyance from Catherine Collins, Whittington, et al, to Samuel Thomas Collins by deed dated December 21, 1959 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G. T. C. 1362, folio 104.

PARCEL "B" - BEGINNING for the same at the intersection formed by the North 8° 45' East 14 perch line of the conveyance from Catherine Collins Whittington, et al, to Samuel Thomas Collins by deed dated December 21, 1959 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G. T. C. 1362, folio 104, with the easterly side of the County Road running through said Collins Property northerly to the New Muddy Creek Road; said point also marks the intersection formed by the

easterly side of said County Road with the centerline of the old abandoned road which was the old road leading from the swamp over Muddy Creek Branch toward South River Bridge;

THENCE from the place of beginning so fixed, leaving said old abandoned road and running with the easterly side of said County Road, North 17° 45' 50" West 153.88 feet;

THENCE North 12° 02' 50" West 287.77 feet to a point of curve;

THENCE along a regular curve to the left having a radius of 558.82 feet, a chord of North 22° 50' 50" West 209.42 feet, an arc length of 210.67 feet to a point of tangency;

THENCE North 33° 38' 50" West 22.68 feet;

THENCE leaving said County Road and crossing the conveyance to Collins, North 70° 56' 50" East 266.86 feet to intersect the North 3° 15' West 40 perch line of the conveyance to Collins;

THENCE with part of said line, reversely, corrected for magnetic differences, South 0° 14' 30" West 500.0 feet;

THENCE with part of the above mentioned North 8° 45' East 14 perch line of Collins, reversely, corrected as aforesaid, South 12° 14' 30" West 232.24 feet to the place of beginning.

CONTAINING 2.17 acres, more or less, as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in January 1964 from a survey made in May 1962.

BEING part of the above mentioned conveyance from Catherine Collins Whittington, et al, to Samuel Thomas Collins by deed dated December 21, 1959 and recorded among the said Land Records in Liber G. T. C. 1362, folio 104.

PARCEL "C" - BEGINNING for the same at a pipe found at the end of the South 9° East 155 perch line of the conveyance from Catherine Collins Whittington, et al, to Samuel Thomas Collins by deed dated December 21, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1362, folio 104;

THENCE from the place of beginning so fixed and running with part of said outline reversely, as now surveyed, North 06° 56' 20" West 159.94 feet to a pipe set in the southeast right of way line of Maryland Route No. 468 (New Muddy Creek Road), said pipe being located 116 feet southeasterly from and radial to Station 113 plus 10.47 of the base line of right of way as shown on the State Roads Commission Plat No. 19654;

THENCE leaving the outline and running with said southeast right of way line, along a regular curve to the right, having a radius of 2748.79 feet, a chord of North 18° 33' 53" East 379.16 feet, an arc length of 379.46 feet to a point located 116 feet southeasterly from and radial to Station 109 plus 15 of the base line of right of way;

THENCE still with the right of way line South 67° 28' 51" East 42.0 feet to a point located 158 feet southeasterly from and radial to said Station 109 plus 15;

THENCE still with said right of way line along a regular curve to the right, having a radius of 2706.79 feet, a chord of North 23° 01' 46" East 48.19 feet an arc length of 48.19 feet to a point located 158 feet southeasterly from and radial to Station 108 plus 64 of the base line of right of way;

THENCE still with said right of way line North 66° 27' 39" West 42.0 feet to a point located 116 feet southeasterly from and radial to Station 108 plus 64;

THENCE still with said right of way line, as shown on State Roads Commission Plats No. 19653 and 19654, along a regular curve to the right having a radius of 2748.79 feet, a chord of North 29° 40' 46" East 588.01 feet, an arc length of 589.14 feet to a bend in said right of way line located 116 feet southeasterly from and radial to Station 102 plus 50 of the base line of right of way as shown on said Plat No. 19653;

THENCE with said right of way line South 68° 40' 20" East 85.98 feet to a bend in said right of way line located 40 feet southwesterly from and radial to Station 2 plus 25 of the centerline of construction of Curve "B" as shown on said plat;

THENCE along a regular curve to the left, having a

radius of 2332.01 feet, a chord of South 35°34' 17" East 64.49 feet, an arc length of 64.50 feet to a point of tangency located 40 feet southwesterly at right angles from P. T. Station 2 plus 88.69 of the centerline of construction of curve "B", aforesaid;

THENCE still with said right of way line South 36° 21' 49" East 11.31 feet to a point located 40 feet southwesterly at right angles from Station 3 plus 00 of the centerline of construction;

THENCE North 53° 38' 11" East 25.00 feet to a point located 15 feet southwesterly at right angles from said Station 3 plus 00;

THENCE leaving said right of way line and running with the westerly side of the county road running through the Samuel Thomas Collins, property, South 38° 18' 50" East 293.82 feet;

THENCE South 33° 38' 50" East 277.88 feet to a point of curve;

THENCE along a regular curve to the right having a radius of 528.82 feet, a chord of South 22° 50' 50" East 198.18 feet, an arc length of 199.36 feet to a point of tangency;

THENCE South 12° 02' 50" East 289.27 feet;

THENCE South 17° 45' 50" East 145.97 Feet;

THENCE South 06° 27' 20" East 78.26 feet to a pipe set at the intersection formed by the westerly side of said County Road with the northwest side of Old Muddy Creek Road, 40 feet wide;

THENCE with the said side of Old Muddy Creek Road South 45° 21' 40" West 185.46 feet to a pipe set at the inter-

section formed by the said side of Old Muddy Creek Road with the South 77° East 61-1/4 perch line of the above mentioned conveyance to Collins;

THENCE leaving said road and running with said 61-1/4 perch line, reversely, as now surveyed, and with a line of fence, North 73° 41' 10" West 990.97 feet to the place of beginning;

CONTAINING 20.92 acres, more or less;

Being part of the above mentioned conveyance from Whittington to Collins and as surveyed by J. R. Mc Crone, Jr., Inc. Registered Professional Engineers and Land Surveyors in May 1962.

The herein described being subject to State Roads Commission Easements as shown on State Roads Commission Plats No. 19653 and 19654.

PARCEL "D"- BEGINNING for the same at a pipe set in the northwesterly right of way line of Maryland Route # 468 (New Muddy Creek Road), said pipe being located 34 feet northwesterly from and radial to Station 109 plus 82.26 of the base line of right of way as shown on the State Roads Commission Plat No. 19654, said pipe marks the intersection formed by the said right of way line with the South 9° East 155 perch line of the conveyance from Catherine Collins Whittington, et al, to Samuel Thomas Collins, by deed dated December 21, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1362, folio 104, said pipe being also located North 06° 56' 20" West 516.53 feet measured reversely along said outline, as now surveyed, from a pipe found at the end of said line;

THENCE from the place of beginning so fixed leaving said right of way line and running with part of said 155 perch line, reversely, as now surveyed, North 06° 56' 20" West 84.08 feet to intersect the right of way line of Maryland Route # 468, aforesaid;

THENCE leaving said outline and running with said right of way line South 67° 22' 31" East 40.56 feet to a point located 34 feet northwesterly from and radial to Station 109 plus 10 of the base line of right of way as shown on said Plat No. 19654;

THENCE still with said right of way lines along a regular curve to the left, having a radius of 2898.79 feet, a chord of South 21° 54' 07" West 73.10 feet, an arc length of 73.12 feet to the place of beginning;

Containing 0.03 of an acre, more or less.

Being part of the above mentioned conveyance from Whittington to Collins and as surveyed by J. R. Mc Crone, Jr., Inc. Registered Professional Engineers and Land Surveyors in May 1962.

The herein described being subject to State Roads Commission Easements as shown on State Roads Commission Plats No. 19653 and 19654.

The parcel of ground to be conveyed to Benjamin Collins, Jr. and Helen Collins, his wife, as tenants by the entireties, is as follows: [illegible] -

PARCEL E - BEGINNING for the same at a pipe set in the southeast

right of way line of Maryland Route No. 468 (New Muddy Creek Road), said pipe is located 116 feet southeasterly at right angles from Station 97 plus 83.43 of the base line of right of way as shown on the State Roads Commission Plat No. 19653, said pipe also marks the intersection formed by the said right of way line with the North 43° 15' West 22 perch line of the conveyance from Catherine Collins Whittington, et al, to Samuel Thomas Collins by deed dated December 21, 1959 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G. T. C. 1362, folio 104;

THENCE from the place of beginning so fixed, leaving said right of way line and running with part of said 22 perch line, reversely, and as corrected for magnetic differences, and also running with part of the North 45° 15' West 363 foot line, reversely, corrected as aforesaid, of a conveyance from Elsie M. S. Lucas and Lucius C. Lucas, her husband, to the Safe Deposit and Trust Company of Baltimore by deed dated September 1, 1916 and recorded among the said Land Records in Liber G. W. 125, folio 488 and running down the low lands of a branch of Muddy Creek, South 39° 45' 30" East 44.69 feet to a pipe set;

THENCE continuing with the outlines of the above conveyances, corrected as aforesaid, and still down the low lands South 52° 45' 30" East 429.0 feet to a pipe set;

THENCE South 15° 15' 30" East 330.0 feet to a pipe set;

THENCE with part of the North 5° 15' West 132 foot line of said conveyance to Safe Deposit and Trust Company, reversely, corrected as aforesaid, and also with part of the North 3° 15' West 40 perch line of Collins, South 0° 14' 30" West 160.0 feet to a pipe set;

THENCE leaving said outline and crossing part of the conveyance to Collins, South 70° 56' 50" West 266.86 feet to the easterly side of the County Road running through the Collins property;

THENCE with the easterly side of said Road, North 33° 38' 50" West 256.42 feet;

THENCE North 38° 18' 50" West 294.02 feet to a point located 15 feet northeasterly at right angles from Station 3 plus 00 of the centerline of construction of curve "B", as shown on the above mentioned State Roads Commission Plat No. 19653;

THENCE with the right of way line of Maryland Route No. 468, as shown on said Plat, North 53° 38' 11" East 25.00 feet to a point located 40 feet northeasterly at right angles from Station 3 plus 00 of the centerline of construction, aforesaid;

THENCE with the northeast right of way line of said Route No. 468, North 36° 21' 49" West 11.31 feet to a point of tangency located 40 feet northeasterly at right angles from Station 2 plus 88.69 of centerline of construction of curve "B";

THENCE along a regular curve to the right, having a

radius of 2252.01 feet, a chord of North 35° 34' 17" West 62.28 feet, an arc length of 62.29 feet to a bend in said right of way line located 40 feet northeasterly from and radial to Station 2 plus 25 of said centerline of construction of curve "B";

THENCE still with said right of way line, North 07° 37' 10" West 148.64 feet to a bend in said right of way line located 116 feet southeasterly from Station P. C. 100 plus 36.23 of the base line of right of way as shown on said plat;

THENCE with the southeast right of way line of Maryland Route No. 468, North 40° 05' 40" East 252.80 feet to the place of beginning.

CONTAINING 7.11 acres, more or less.

BEING part of the above mentioned conveyance from Catherine Collins Whittington, et al, to Samuel Thomas Collins by deed dated December 21, 1959 and recorded among the said Land Records in Liber G. T. C. 1362, folio 104, and as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in January 1964 from a survey made in May 1962.

The herein described being subject to State Roads Commission Easements as shown on State Roads Commission Plats No. 19653 and 19654.

The parcels of ground to be conveyed to Benjamin Collins, Sr. and Henrietta Collins, his wife are as follows:

PARCEL "F" - BEGINNING for the same at a stone found at the place of beginning described in the conveyance from Cath-

erine Collins Whittington, et al, to Samuel Thomas Collins by deed dated December 21, 1959 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1362, folio 104;

THENCE from the place of beginning so fixed running with the last or North 87° West 32-3/4 perch line, reversely, and as now surveyed, of said conveyance South 84° 15' 30" East 540.37 feet to a pipe set;

THENCE still running with the outlines reversely of said above mentioned conveyance, as now correctly described, and also with the outline of a conveyance from Elsie M. S. Lucas and Lucius C. Lucas, her husband, to the Safe Deposit and Trust Co. of Baltimore, by deed dated September 1, 1916 and recorded among the Land Records of Anne Arundel County in Liber G. W. 125, folio 488, as now corrected for magnetic differences, and running down the lowlands of a branch of Muddy Creek, South 21° 15' 50" East 610.0 feet to a pipe set;

THENCE South 10° 45' 30" East 264.0 feet to a pipe set;

THENCE South 39° 45' 30" East 165.92 feet to a pipe set in the northwest right of way line of Maryland Route NO. 468 (New Muddy Creek Road) as shown on the State Roads Commission Plat No. 19653; said pipe being located 34 feet northwesterly at right angles from Station 97 plus 56.58 of the base line of right of way as shown on said plat;

THENCE leaving the outlines and running with said right of way line South 40° 05' 40" West 193.42 feet to a bend in

said right of way line at a point located 34 feet northwesterly at right angles from Station 99 plus 50 of the base line of right of way;

THENCE still with said right of way line North 86° 25' 10" West 122.22 feet to a bend in said right of way line at a point located 40 feet northeasterly from and radial to Station 1 plus 50 of the centerline of construction of curve "A" as shown on said plat;

THENCE along a regular curve to the left having a radius of 1186.28 feet, a chord of North 38° 59' 28" West 142.45 feet an arc length of 142.54 feet to a point of tangency, said point being located 40 feet northeasterly at right angles from Station 2 plus 87.73 of the centerline of construction as shown on said plat;

THENCE still with said right of way line North 42° 26' West 12.27 feet to a point located 40 feet northeasterly at right angles from Station 3 plus 00;

THENCE still with said right of way line South 47° 34' West 25.00 feet to a point located 15 feet northeasterly at right angles from Station 3 plus 00, said point being also on the easterly side of the County Road leading through the lands of said Samuel Thomas Collins;

THENCE leaving said right of way line and running with the easterly side of said County Road North 42° 26' West 87.35 feet to point of curve;

THENCE along a regular curve to the right, having a radius of 255.97 feet, a chord of North 24° 28' 55" West

157.79 feet an arc length of 160.40 feet to a point of tangency;

THENCE North 06° 31' 50" West 174.12 feet to a point of curve;

THENCE along a regular curve to the left, having a radius of 280.95 feet, a chord of North 39° 49' 35" West 308.46 feet, an arc length of 326.49 feet to a point of tangency;

THENCE North 73° 07' 20" West 170.83 feet to a pipe set in the first or South 9° East 155 perch line of the above mentioned conveyance to Collins;

THENCE leaving said road and running with part of said 155 perch line, reversely, as now surveyed, North 06° 56' 20" West 382.13 feet to the place of beginning.

Containing 11.10 acres, more or less.

Being part of the above mentioned conveyance from Whittington to Collins and as surveyed by J. R. Mc Crone, Jr., Inc. Registered Professional Engineers and Land Surveyors in May 1962.

The herein described being subject to State Roads Commission Easements as shown on State Roads Commission Plats No. 19653 and 19654.

PARCEL "G" - BEGINNING for the same at a pipe set at the intersection formed by the south side of the Old County Road running through the property of Samuel Thomas Collins to Muddy Creek Road, with the South 9° East 155 perch line described in the conveyance from Catherine Collins Whittington, et al, to

Samuel Thomas Collins by deed dated December 21, 1959 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G. T. C. 1362, folio 104; said pipe being located South 06° 56' 20" East 414.92 feet measured along said outline, as now surveyed, from a stone found at the beginning thereof;

THENCE from the place of beginning so fixed, leaving said outline and running with the south side of said County Road through the above mentioned conveyance, South 73° 07' 20" East 157.59 feet to a point of curve;

THENCE along a regular curve to the right, having a radius of 250.95 feet, a chord of South 39° 49' 35" East 275.52 feet, and an arc length of 291.63 feet to a point of tangency;

THENCE with the west side of said road, South 06° 31' 50" East 174.12 feet to a point of curve;

THENCE along a regular curve to the left, having a radius of 285.97 feet, a chord of South 24° 28' 55" East 176.28 feet, and an arc length of 179.20 feet to a point of tangency;

THENCE still with said road, South 42° 26' East 87.35 feet to a point located 15 feet southwesterly at right angles from Station 3 plus 00 of the centerline of construction of curve "A", as shown on the State Roads Commission Plat No. 19653;

THENCE running with the right of way line as shown

on said plat, South 47° 34' West 25.00 feet to a point located 40 feet southwesterly at right angles from said Station 3 plus 00;

THENCE still with said right of way line, South 42° 26' East 12.27 feet to a point of tangency 40 feet southwesterly at right angles from Station 2 plus 87.73 of the centerline of construction of curve "A";

THENCE along a regular curve to the right, having a radius of 1106.28 feet, a chord of South 38° 59' 28" East 132.85 feet, and an arc length of 132.93 feet to a bend in said right of way line 40 feet southwesterly from and radial to Station 1 plus 50 of the centerline of construction of curve "A";

THENCE still with said right of way line, South 10° 23' East 159.21 feet to a bend in said right of way line 34 feet northwesterly from and radial to Station 102 plus 00 of the base line of right of way of Maryland Route No. 468 (New Muddy Creek Road), as shown on the above mentioned State Roads Commission Plat No. 19653;

THENCE with the northwest right of way line of said Route No. 468, as shown on State Roads Commission Plats No. 19653 and 19654, along a regular curve to the left, having a radius of 2898.79 feet, a chord of South 36° 04' 24" West 76.03 feet, and an arc length of 76.03 feet;

THENCE leaving said right of way line and running across the Collins property, North 38° 59' 30" West 283.18 feet;

THENCE North 30° 37' 50" West 649.71 feet to intersect the above mentioned South 9° East 155 perch line;

THENCE running with part of said line, reversely, corrected as aforesaid, North 06° 56' 20" West 225.00 feet to the place of beginning.

CONTAINING 4.13 acres, more or less, as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in January 1964 from a survey made in May 1962.

BEING part of the above mentioned conveyance from Catherine Collins Whittington, et al, to Samuel Thomas Collins by deed dated December 21, 1959 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G. T. C. 1362, folio 104.

The herein described being subject to State Roads Commission Easement as shown on State Roads Commission Plat No. 19653.

AND, it is further agreed that the parties hereto shall bear equally the cost and expenses involved in effecting the partition, including court costs and counsel fees.

WITNESS the hands and seals of the parties hereto the first date above written.

WITNESS:

Thomas Thomas — Benjamin Collins, Jr. (SEAL)

Thomas Thomas — Helen Collins (SEAL)

Thomas Thomas — Samuel Thomas Collins (SEAL)

Thomas Thomas — Edith Collins (SEAL)

Thomas Thomas — Benjamin Collins (SEAL)
Benjamin Collins, Sr.

Thomas Thomas — Henrietta Collins (SEAL)
Henrietta Collins

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

THIS IS TO CERTIFY, That before me, a Notary Public in and for the State and County aforesaid, personally appeared Benjamin Collins, Jr., Helen Collins, Samuel Thomas Collins, Edith Collins, Benjamin Collins, Sr., and Henrietta Collins, who made oath in due form of law that the aforegoing Agreement for Partition in Kind of Real Estate was freely and voluntarily entered into by themselves and that said Agreement was their act and deed.

Thomas Thomas
NOTARY PUBLIC

Davidsonville Md.
September 23 1964

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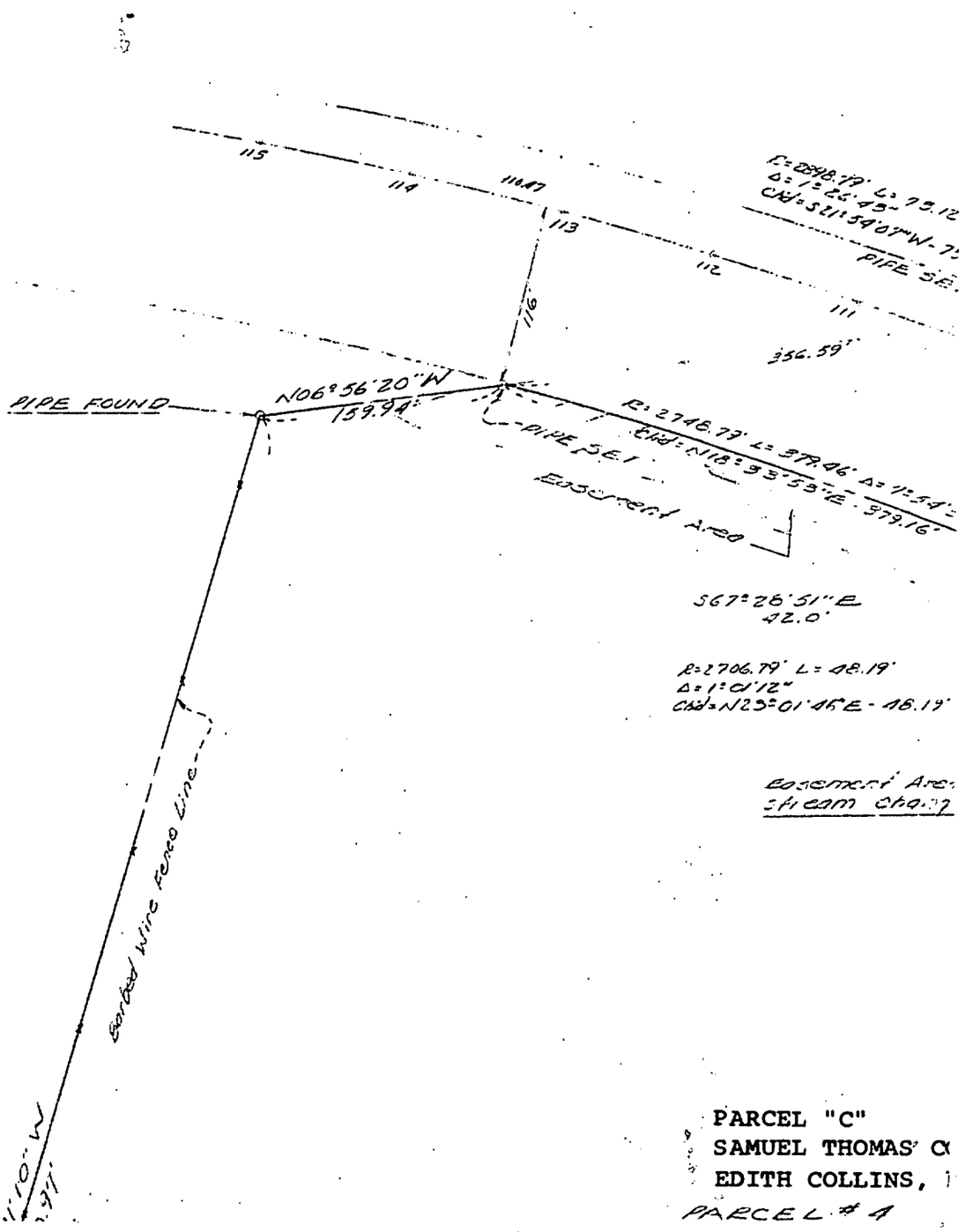


BOOK 156 PAGE 213-V

"PARCEL "D"
SAMUEL THOMAS COLLINS &
EDITH COLLINS, his wife
PARCEL #5
0.03 AC.±

LINS &
s wife

PARCEL "A"
SAMUEL THOMAS C
EDITH COLLINS,
6.19 AC.±

This is the same line of O.T.C. 1562-164

N 06° 56' 20" W
84.08'
S 67° 22' 31" E
30.56'

R = 2245.29' L = 41.10'
Δ = 0° 47' 58"
Chd: S 23° 14' 42" W - 41.10'

Easement Area for Stream Change

N 66° 21' 19" W
47.0'

R = 2898.79'
Chd = S 36° 14' 22" W - 589.77'
Δ = 11° 39' 48" L = 590.77'

Easement Area

R = 2898.79' L = 76.03'
Chd = S 36° 20' 20" W - 76.03'
Δ = 01° 30' 10"

S 38° 59' 36" E
159.12'

NEW MUDDY CREEK ROAD
Ext. line as shown on S.R.C. Plats No. 176534 & 14654

N 66° 27' 59" W
42.0'

R = 2748.79' L = 641.11'
Chd = N 29° 30' 16" E - 639.81'
Δ = 13° 21' 46"

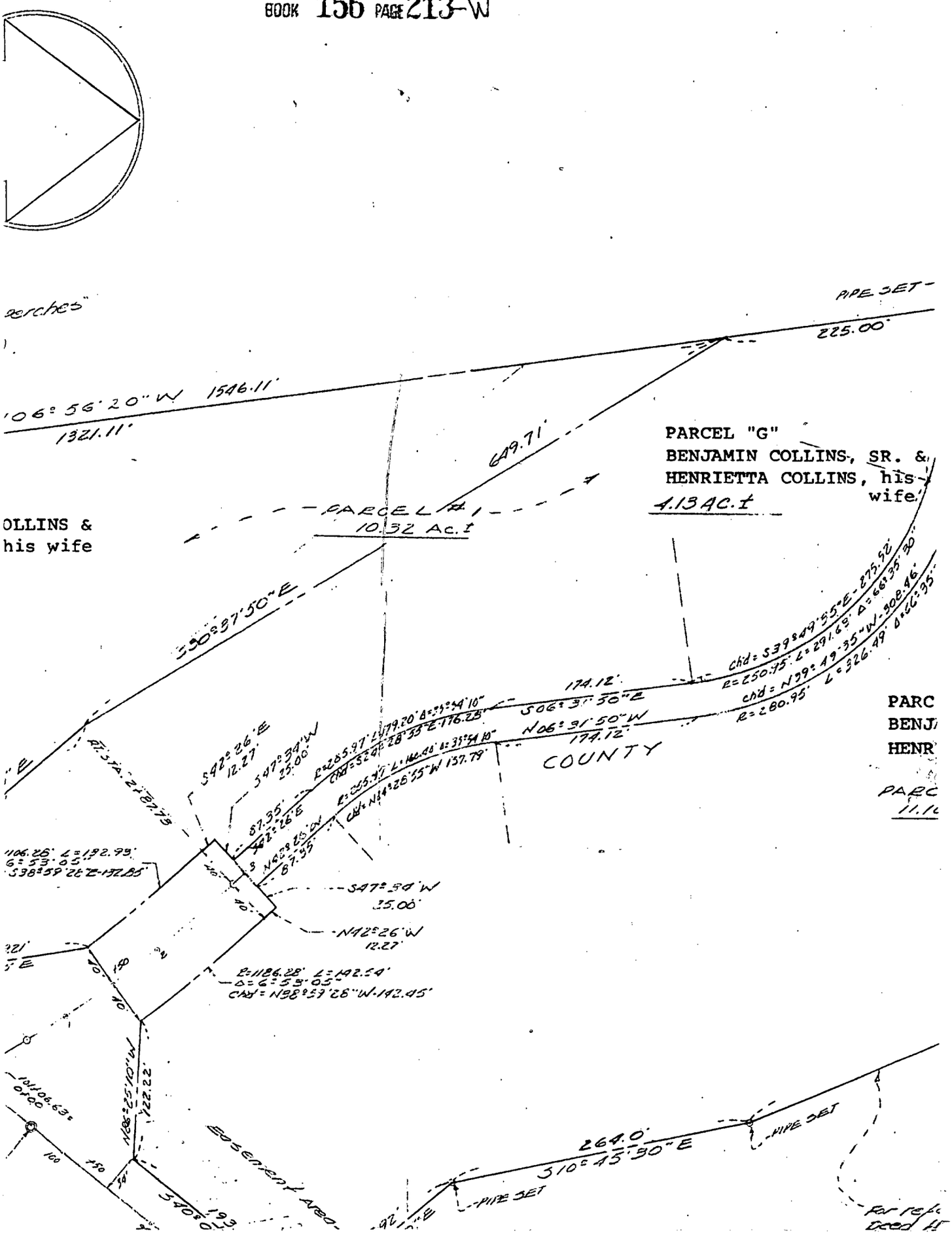
Easement Area

R = 2892.01' L = 64.50'
Δ = 1° 25' 05"
Chd = S 35° 34' 17" E 64.49'

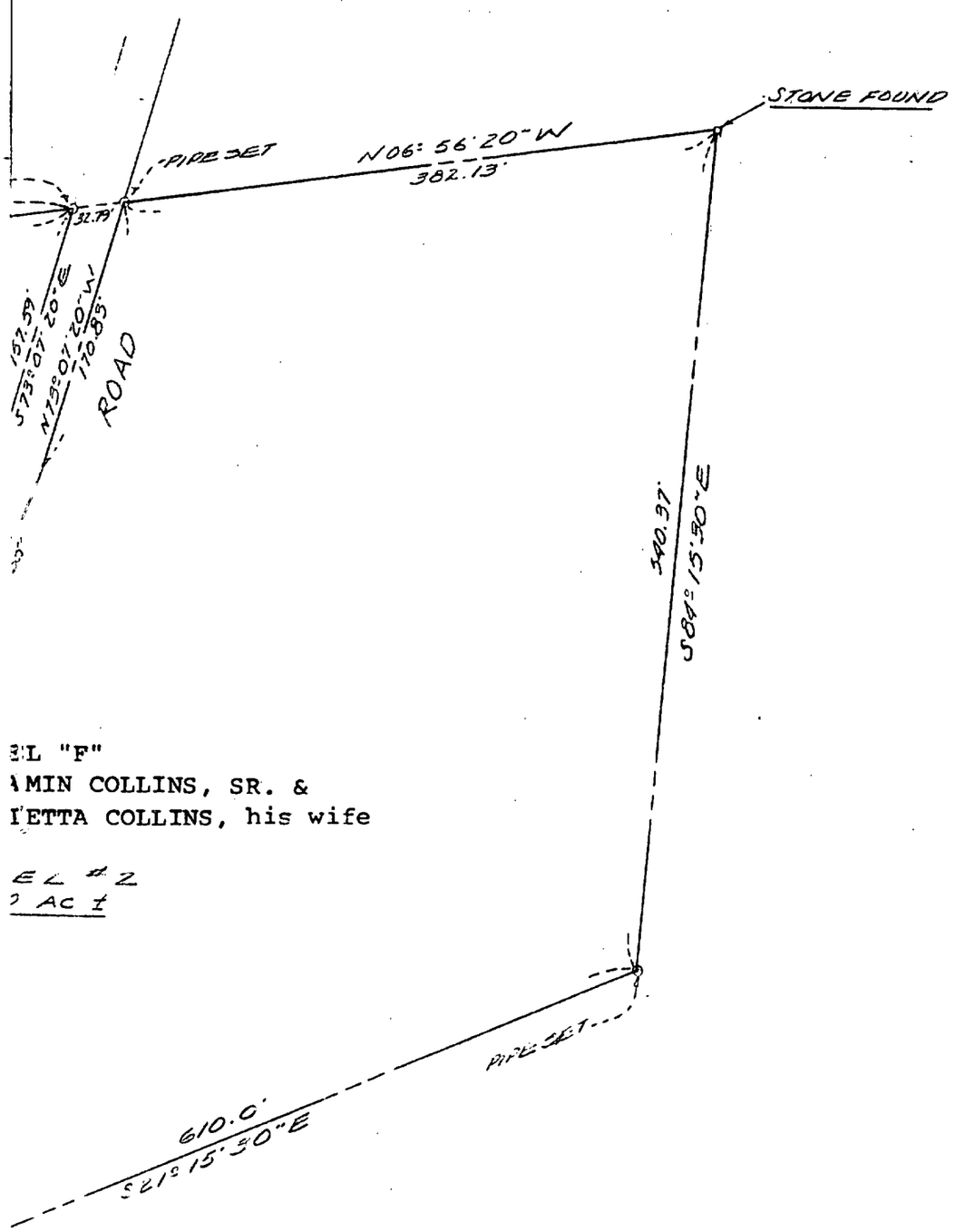
S 36° 21' 49" E
11.91'

S 68° 40' 20" E
85.98'

S 31° 01' 14" E


PIPE SET
225.00'
106° 56' 20" W 1546.11'
1321.11'
649.71'
PARCEL "G"
BENJAMIN COLLINS, SR. &
HENRIETTA COLLINS, his wife
4.13 AC.±
PARCEL #1
10.32 Ac.±
OLLINS &
his wife
S30° 37' 50" E
174.12'
S06° 31' 50" E
N06° 31' 50" W
174.12'
COUNTY
S42° 26' E
12.27'
S47° 34' W
25.00'
87.35'
S47° 34' W
25.00'
N42° 26' W
12.27'
R=1186.28' L=142.54'
Δ=6° 53' 05"
Chd = N38° 59' 28" W-142.45'
N86° 25' 10" W
122.22'
264.0'
S10° 45' 30" E
PIPE SET
PIPE SET
PARC
BENJ
HENR
PARC
11.1

BOOK 156 PAGE 213-X



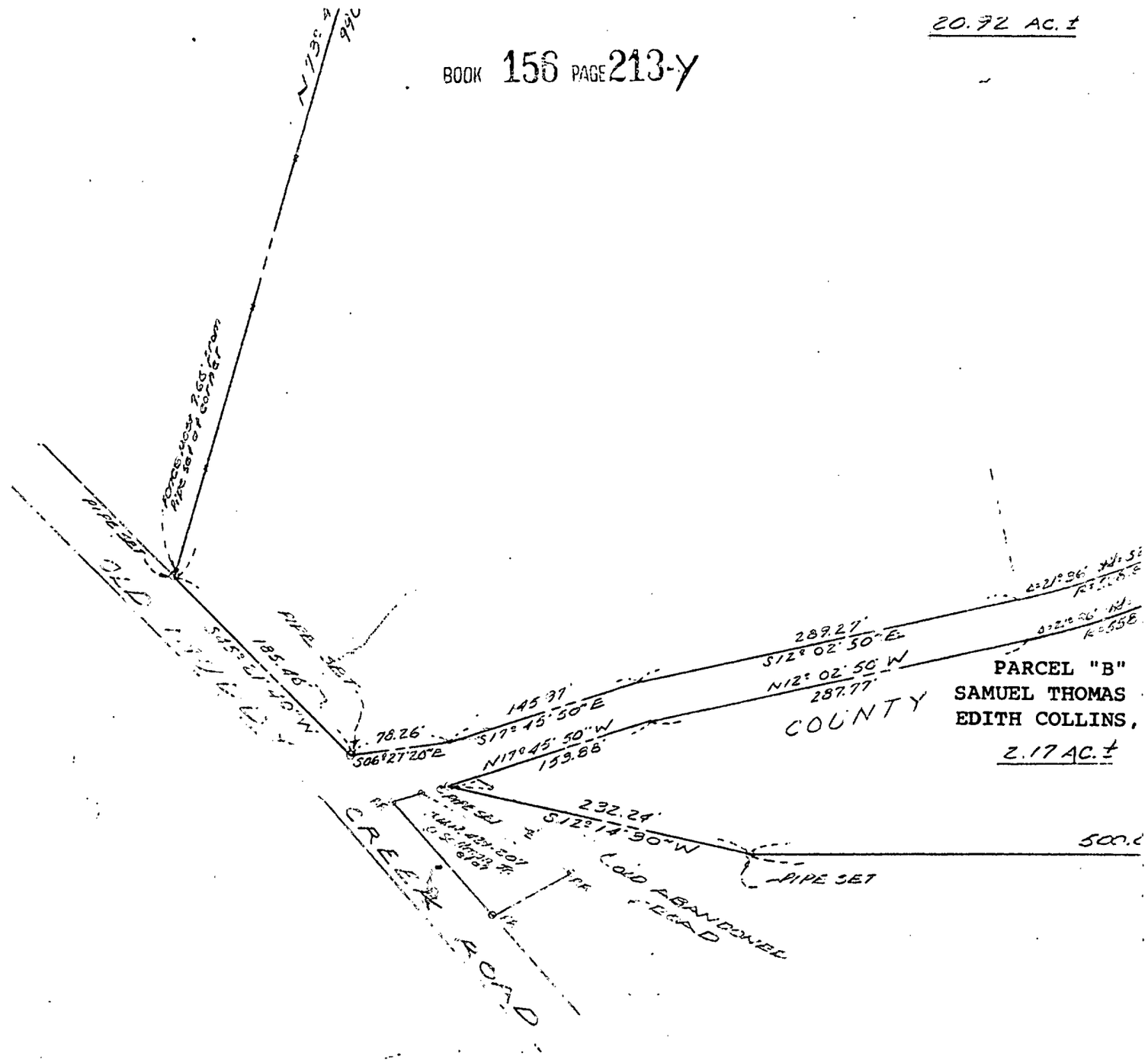
EL "F"
AMIN COLLINS, SR. &
ETTA COLLINS, his wife

EL #2
AC ±

± these lines are

20.72 AC.±

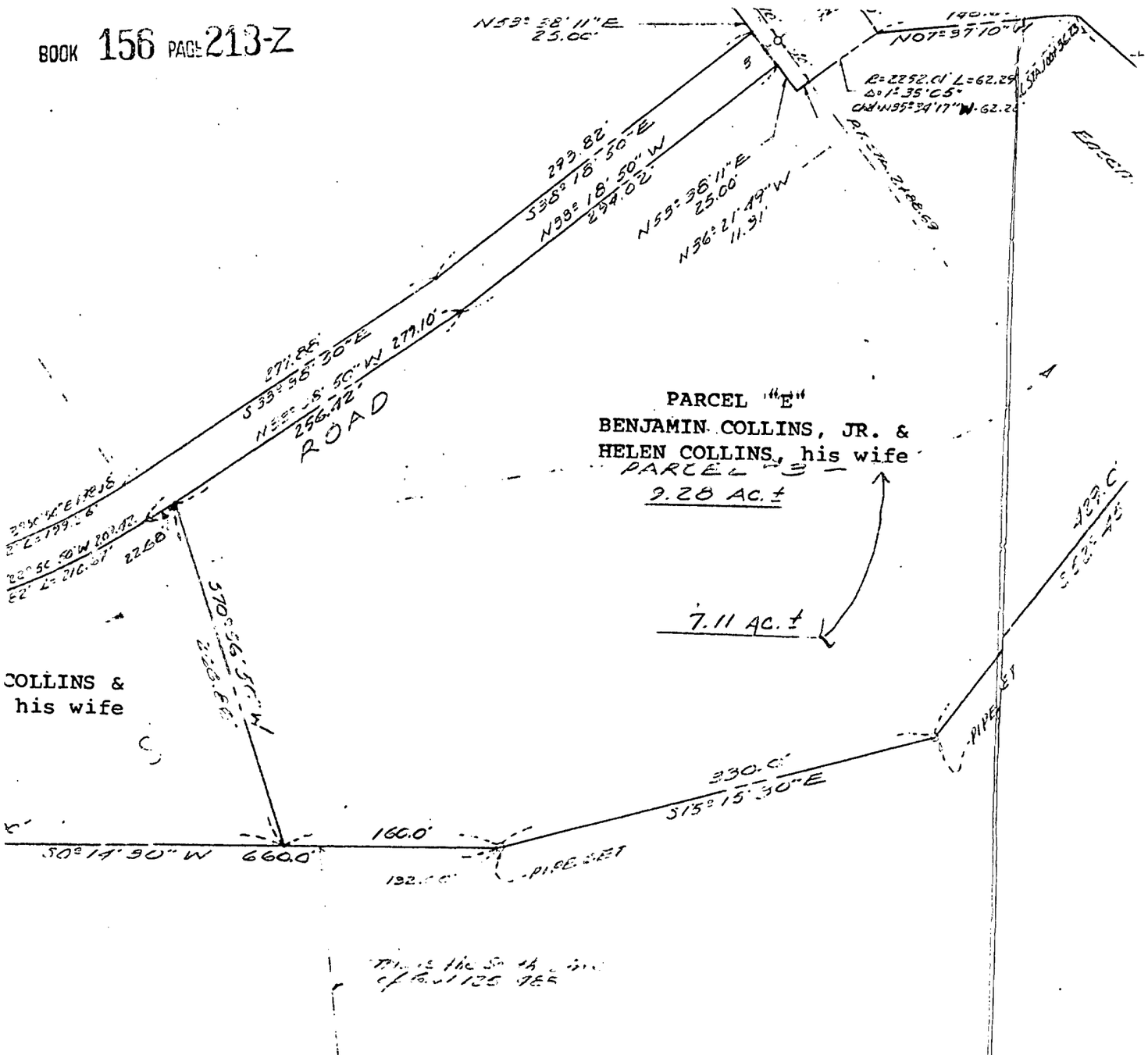
BOOK 156 PAGE 213-Y



Benjamin Collins &
Samuel Thomas Collins. Edith Collins.

45B

BOOK 156 PAGE 213-Z



DATE	BY	CHANGES	NO.
1-4-64	W.T.	Plotted new division lines & Revised Acreage	1

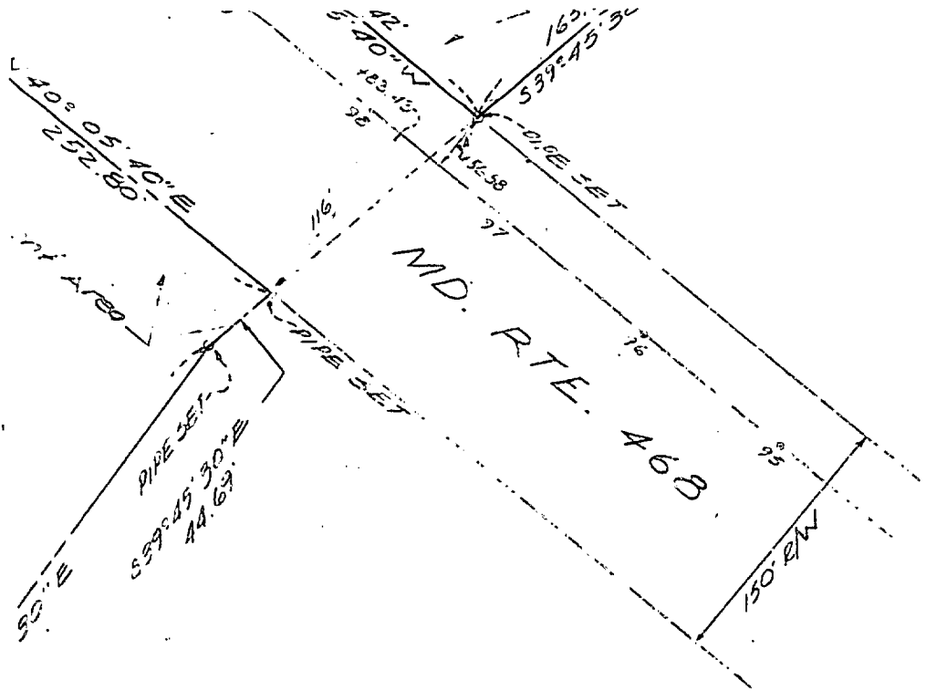
REVISIONS

J. R. U

REGTERED PROF
AND S

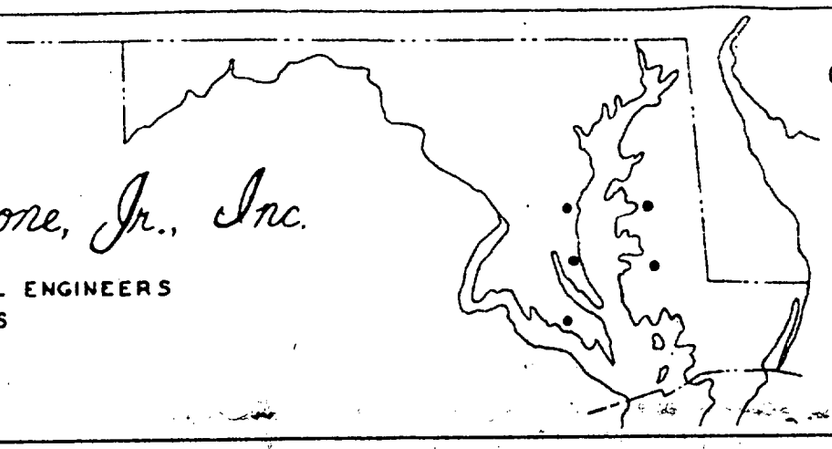
Lucas, A
& Trust Co
recorde

BOOK 156 PAGE 213-AA



TOTAL ACEEAGE IN 5 PARCELS

51.65 AC.±



McCrone, Jr., Inc.

ESSIONAL ENGINEERS
URVEYORS

OFFICES AT

ANNAPOLIS
CENTREVILLE
PRINCE FREDERICK
TRAPPE
LEONARDTOWN

:r husband To the Safe Deposit
of Baltimore, Sept. 1, 1916 &
in Liber G.W. 125 - 488

BOOK 156 PAGE 213-B B

Deed Reference:
G.T.C. 1362-109
Catherine Collins Whittington, et al,
TO
Samuel Thomas Collins
12-21-59 58½ Ac ±

See S.E.C. Plats Nº 19653 & Nº 19654

Easement Areas shown thus: ▨ from S.R.C. Plats

Thomas Thomas Notary Public
Sept 23 1964

IN CHARGE:	BENJAMIN COLLINS	SHEET NUMBER 1
CHKD. BY:		
APPRVD. BY:		
DRAWN BY: W.T.	SURVEY OF THE SAMUEL THOMAS COLLINS PROP. ON MUDDY CREEK RD.	SEAL
TRCD. BY: W.T.		
FILE NUMBER E-16-54		
DATE 5-3-62		
SCALE 1" = 100'		
JOB NUMBER #7694 Ben. Collins Folder	1ST DIST., A. A. CO., MD.	

B-16-54

F. ERNEST BOYER and
MARIE S. BOYER, his wife
311 Phelps Avenue
Glen Burnie, Maryland

and

DORA M. HESS and
EARL W. HESS, her husband,
Rte. 2, Box 20
Severn, Maryland

Plaintiffs

vs.

MAZIE I. BOYER, widow
Severn, Maryland
GOLDIE B. BERGER and
MAURICE E. BERGER, her husband
Severn, Maryland
BERNICE B. STINCHCOMB and
OWEN STINCHCOMB, her husband
Severn, Maryland
ADA MAY CHANEY, widow
Hammonds Ferry Road
Glen Burnie, Maryland
ELLA M. BOYER, widow
Severn, Maryland
VIOLET VICTORIA BOYER SMALL and
CHARLES K. SMALL, her husband
Severn, Maryland
EDNA E. BOYER, widow
3412 E. Pratt Street
Baltimore City, Maryland
WILLIAM D. BOYER and
VIRGINIA BOYER, his wife
21 New Jersey Avenue, N. W.
Glen Burnie, Maryland
ELEANOR B. GUNTHER and
JOHN GUNTHER, her husband
101 Boone Trail
Severna Park, Maryland
ELBERT CLARK and
MARGARET CLARK, his wife
Severn, Maryland
GEORGE HURT and
ELVA HURT, his wife
CLARK HURT, single
WAYNE HURT and
DARLENE HURT, his wife
JEAN HURT, single
All of Hampstead
Carroll County, Maryland
JOHN G. HURT and
CONNIE HURT, his wife
9 Setter Drive, Elkridge,
Howard County, Maryland
BESSIE T. BOYER, widow
5221 San Juan Drive
Sarasota, Florida

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 15,389 EQUITY

FILED

JAN 16 AM 11:09

BOOK 156 PAGE 215

DORA IDELLA DEE and
THOMAS DEE, her husband
Hammonds Ferry Road
Glen Burnie, Maryland

Defendants

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

BILL OF COMPLAINT

The Bill of Complaint of F. Ernest Boyer, Marie S. Boyer, his wife, Dora M. Hess and Earl W. Hess, her husband, by John H. Hopkins, IV, their Attorney, respectfully represents:

1. That Victoria Boyer, late of Anne Arundel County, State of Maryland, deceased, was, in her lifetime and at the time of her death, seized and possessed, in fee simple, of certain real property lying in the Fourth Election District of Anne Arundel County, aforesaid, consisting of 46½ acres, more or less, of unimproved land.

2. That said land was acquired by the said Victoria Boyer by deed dated May 25, 1893, and recorded among the Land Records of Anne Arundel County, in Liber S.H. No. 44, folio 13, from Charles W. Gaither and Sarah A. Gaither, his wife. A certified copy of said deed is attached hereto as Exhibit A and prayed to be taken as part hereof.

3. That the said Victoria Boyer died intestate on or about July 26, 1898, leaving surviving her as heirs at law and next of kin, her husband, Josephus Boyer, and the following children, namely, Rubert M. Boyer, Ada May Chaney, Wilford Ernest Boyer, Fulton Gwinn Boyer, Sarah Elizabeth Clark, Rezin Dennis Boyer, Dora Idella Dee and Charles Thomas Boyer.

4. That the said Josephus Boyer, died intestate, a widower, on or about April 7, 1939.

5. That Rubert M. Boyer, died intestate in January, 1962, leaving surviving him, his widow, Mazie I. Boyer, and two daughter, namely, Goldie B. Berger and Bernice B. Stinchcomb.

6. That Charles T. Boyer, died intestate on or about May 26, 1927, leaving surviving him, his widow, Ella M. Boyer, and a daughter, namely,

2

Violet Victoria Boyer, now Violet Victoria Boyer Small.

7. That Rezin D. Boyer, also known as Reason Boyer, died intestate on or about October 2, 1939, leaving surviving him, his widow, Edna E. Boyer, a son, William D. Boyer, and a daughter, Eleanor B. Gunther, formerly Eleanor D. Ruhl.

8. That Sarah Elizabeth Clark, died intestate about the year 1958, leaving surviving her a son, Elbert Clark, and the following children of a deceased daughter, Irma Hurt, namely: George Hurt, John G. Hurt, Clark Hurt, Wayne Hurt and Jean Hurt, a minor.

9. That Wilford Ernest Boyer, died intestate about the year 1952, leaving surviving him, his widow, Bessie T. Boyer.

10. That Fulton Gwinn Boyer, died intestate on or about October 7, 1962, leaving surviving him his son and daughter, namely: F. Ernest Boyer and Dora M. Hess, the Plaintiffs herein.

11. That there is no record of the Administration of the Estates of Victoria Boyer, Wilford Ernest Boyer, Sarah Elizabeth Clark and Rubert M. Boyer in the Orphans Court for Anne Arundel County.

12. That the Plaintiffs own an undivided one-eighth (1/8) interest in the real estate mentioned above and that said real estate is not susceptible to an equitable partition in kind among the parties entitled thereto without material loss or injury.

13. That it is necessary that this property be sold and the net proceeds of sale distributed among the parties entitled thereto as their interest may appear.

TO THE END THEREFORE,

A. That a trustee or trustees may be appointed by this Court to sell the real estate mentioned in these proceedings and that said trustee or trustees shall grant and convey said property to the purchaser or purchasers by a good and merchantable title, free and clear of any and all claims of the parties to this cause or of anyone claiming by, through or under them.

B. That the proceeds of the sale, after the payment of costs and

expenses of this suit, be distributed to the parties entitled thereto as their interests may appear.

C. That your Orators may have such other and further relief as the nature of their case may require.

AND AS IN DUTY BOUND, ETC.

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

F. ERNEST BOYER and
MARIE S. BOYER, his wife
311 Philps Avenue
Glen Burnie, Maryland

and

DORA M. HESS and
EARL W. HESS, her husband,
Rte. 2, Box 20
Severn, Maryland

Plaintiffs

vs.

MAZIE I. BOYER, widow
Severn, Maryland
GOLDIE B. BERGER and
MAURICE E. BERGER, her husband
Severn, Maryland
BERNICE B. STINCHCOMB and
OWEN STINCHCOMB, her husband
Severn, Maryland
ADA MAY CHANEY, widow
Hammonds Ferry Road
Glen Burnie, Maryland
ELLA M. BOYER, widow
Severn, Maryland
VIOLET VICTORIA BOYER SMALL and
CHARLES K. SMALL, her husband
Severn, Maryland
EDNA E. BOYER, widow
3412 E. Pratt Street
Baltimore City, Maryland
WILLIAM D. BOYER and
VIRGINIA BOYER, his wife
21 New Jersey Avenue, N. W.
Glen Burnie, Maryland
ELEANOR B. GUNTHER and
JOHN GUNTHER, her husband
101 Boone Trail
Severna Park, Maryland
ELBERT CLARK and
MARGARET CLARK, his wife
Severn, Maryland
GEORGE HURT and
ELVA HURT, his wife
CLARK HURT, single
WAYNE HURT and
DARLENE HURT, his wife
JEAN HURT, single
All of Hampstead
Carroll County, Maryland
JOHN G. HURT and
CONNIE HURT, his wife
9 Setter Drive, Elkridge,
Howard County, Maryland
BESSIE T. BOYER, widow
5221 San Juan Drive
Sarasota, Florida

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 15384 EQUITY

FILED

1963 JAN 16 AM 11:10

5

BOOK 156 PAGE 219

DORA IDELLA DEE and
THOMAS DEE, her husband
Hammonds Ferry Road
Glen Burnie, Maryland

Defendants

: :

ORDER OF PUBLICATION

The object of this suit is to partition and sell the real estate of Victoria Boyer, deceased, described as 46½ acres, more or less, situate in the Fourth Election District of Anne Arundel County, Maryland.

The Bill in substance states that Victoria Boyer acquired the land which is the subject matter of these proceedings by deed dated May 25, 1893, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 44, folio 13, from Charles W. Gaither and wife and that the said Victoria Boyer departed this life intestate on or about July 26, 1898. That the parties to this cause are all the surviving heirs at law and next of kin of the said Victoria Boyer and the Plaintiffs own an individed one-eighth interest in said real estate and allege the same is not susceptible to an equitable partition in kind among the parties entitled thereto without material loss or injury and that it is necessary for this Court to appoint a trustee to sell the same and distribute the net proceeds of sale among the parties entitled thereto as their interest may appear.

It is therefore, this 16th day of January, 1963, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that the Complainants, by causing a copy of this Order of Publication to be inserted in some local paper published in Anne Arundel County, Maryland, once a week for four successive weeks before the 25th day of February, 1963, giving notice to the non-resident Defendant, Bessie T. Boyer, of the object and substance of this Bill and Order, requiring her to be and appear in this Honorable Court either in person or by attorney on or before the 29th day of March, 1963, to show cause, if any she may have, why a decree should not be granted

as prayed herein; PROVIDED, HOWEVER, another mode of service may be that a copy of this Order may be personally served on such defendant one month before the day fixed for her appearance, which day herein fixed for her said appearance is the 29th day of March, 1963.

Louis N. Phipps
Clerk

RECEIVED

'63 FEB 1 AM10 53

PINELLAS COUNTY
SHERIFF
DON GEHUNG

BOOK 156 PAGE 221

F. ERNEST BOYER, et al	:	IN THE CIRCUIT COURT
Plaintiffs	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
MAZIE I. BOYER, widow, et al	:	
Defendants	:	NO. 15389 EQUITY

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that I, Robert S. Conner, Sheriff, of Pinellas County, Florida, served a copy of the Bill of Complaint and the Order of Publication issued in the above case on Mrs. Bessie T. Boyer, in person at 4000 - 2nd Avenue North, St. Petersburg, Florida, on the 1st day of February, 1963, at 8:45 o'clock, p. m.

Robert S. Conner
Deputy Sheriff

STATE OF FLORIDA, PINELLAS COUNTY, TO WIT:

I HEREBY CERTIFY that on this 5th day of February, 1963, before me, the subscriber, a Notary Public of the State of Florida, in and for the County aforesaid, personally appeared Robert S. Conner, Deputy, Sheriff, and made oath in due form of law that the matters and things set forth in the foregoing Certificate are true and correct to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

[illegible]
Notary Public

FILED
1963 FEB 11 AM 9:40

BOOK 156 PAGE 222

F. ERNEST BOYER and MARIE S. BOYER, his wife and DORA M. HESS and EARL W. HESS, her husband Plaintiffs	*	NO. 15,389 EQUITY
	*	IN THE
vs	*	CIRCUIT COURT
	*	FOR
MAZIE I. BOYER, widow et al Defendants	*	ANNE ARUNDEL COUNTY

* * * * * * *

ANSWER OF
MAZIE I. BOYER, Widow; GOLDIE B. BERGER and MAURICE E. BERGER, her husband; BERNICE B. STINCHCOMB and OWEN STINCHCOMB, her husband; ELLA M. BOYER, Widow; VIOLET VICTORIA BOYER SMALL and CHARLES K. SMALL, her husband; and ELBERT CLARK and MARGARET CLARK, his wife,
AND REQUEST FOR REPRESENTATION IN TRUSTEESHIP

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Mazie I. Boyer, widow; Goldie B. Berger and Maurice E. Berger, her husband; Bernice B. Stinchcomb and Owen Stinchcomb, her husband; Ella M. Boyer, widow; Violet Victoria Boyer Small and Charles K. Small, her husband; and Elbert Clark and Margaret Clark, his wife, by Marvin I. Anderson, their Solicitor, to the Bill of Complaint for partition against them and others, in this Court exhibited respectfully shows:

1. That they admit the allegations of the Bill of Complaint and they request that they be allowed representation in the trusteeship in as much as they are the owners of 5/16 interest in the property.

And as in duty bound, etc.

Marvin I. Anderson
Solicitor for Defendants
92 Franklin Street
Annapolis, Maryland
Telephone: COlonial 8-5035

I hereby certify that on this 19th day of February, 1963, I mailed a copy of the foregoing Answer to John H. Hopkins, IV, Esquire, 15 School Street, Annapolis, Maryland, Attorney for Plaintiffs.

FILED
1963 FEB 19 PM 12 25

1963 FEB 19 PM 12:25

Marvin I. Anderson
Solicitor for Defendants

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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BOOK 156 PAGE 223

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 15th day of April, 19 63, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, F. Ernest Boyer

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.)

William D. Boyer, is an officer in the Military Service of the United States and the Defendants, Ada May Chaney, Edna E. Boyer, Virginia Boyer, Eleanor B. Gunther, John Gunther, George Hurt, Elva Hurt, Clark Hurt, Wayne Hurt, Darlene Hurt, Jean Hurt, John G. Hurt, Connie Hurt, Dora Idella Dee, Thomas Dee and Bessie T. Boyer, are not in the Military Service.

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

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

Notarial Seal

John H. Hopkins, IV, *Notary Public.*

My Commission will expire on: May 6, 1963

Filed,

FILED
1963 APR 16 PM 2:14

BOOK 156 PAGE 224

F. ERNEST BOYER and MARIE S. BOYER, his wife and DORA M. HESS and EARL W. HESS, her husband Plaintiffs	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
MAZIE I. BOYER, widow et al Defendants	:	ANNE ARUNDEL COUNTY
	:	NO. 15,389 EQUITY

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

Decree Pro Confesso

It appearing from the proceedings in this cause that the Defendants, Ada May Chaney, widow, Edna E. Boyer, widow, William D. Boyer and Virginia Boyer, his wife, Eleanor B. Gunther and John Gunther, her husband, George Hurt and Elva Hurt, his wife, Clark Hurt, single, Wayne Hurt and Darlene Hurt, his wife, Jean Hurt, single, John G. Hurt and Connie Hurt, his wife, Dora Idella Dee and Thomas Dee, her husband, after being duly summoned and having failed to appear to the Bill of Complaint and answering same according to the command of said Writ of Summons and Bessie T. Boyer, widow, having been duly served with a copy of the Order of Publication and Bill of Complaint, having also failed to appear to said Bill of Complaint and answer same according to the command to said Order of Publication,

It is, thereupon, this 16th day of April, 1963, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said Bill of Complaint be, and the same is hereby taken Pro Confesso against said respondents.

And, it is further ordered that leave is hereby granted to the Plaintiffs to take testimoney before any one of the standing masters of this Court in support of the allegations of the said Bill upon giving due notice to the Defendants of the time and place of the taking of testimoney.

George Sachse
Judge

FILED
1963 APR 17 AM 10:37

11

BOOK 156 PAGE 225

F. ERNEST BOYER et al	:	IN THE CIRCUIT COURT
Plaintiffs	:	
vs.	:	FOR
MAZIE I. BOYER et al	:	
Defendants	:	ANNE ARUNDEL COUNTY
	:	NO. 15,389 EQUITY

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

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of F. Ernest Boyer, Plaintiff, in the above captioned cause by John H. Hopkins, IV, his attorney, respectfully says:

1. That Jean Hurt, one of the Defendants in the above cause, is an infant and cannot answer said Bill of Complaint.

TO THE END, THEREFORE,

a. That this Honorable Court appoint a Guardian Ad Litem for said infant Defendant, Jean Hurt, to answer in her behalf and protect her interests in these proceedings.

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

AND AS IN DUTY BOUND, ETC.

John H. Hopkins, IV
Attorney

ORDER OF COURT

Upon the foregoing Petition, it is this 2nd day of ~~June~~ July, 1963, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Ernest Florestano be and he is hereby appointed Guardian Ad Litem for Jean Hurt, infant, to answer on behalf of said infant the Bill of Complaint of F. Ernest Boyer et al, for partition and sale of real estate in which said infant has an equity.

Judge

FILED
1963 JUN 27 AM 11:51

FILED
1963 JUL -2 AM 11:41

12

BOOK 156 PAGE 226

F. ERNEST BOYER, et al	:	IN
Plaintiffs	:	THE CIRCUIT COURT
vs.	:	FOR
MAZIE I. BOYER, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 15,389 EQUITY

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

TESTIMONY TAKEN ON BEHALF OF PLAINTIFFS

June 26, 1963

Present:

Mr. John H. Hopkins, IV, Solicitor for Plaintiffs

Mr. Marvin I. Anderson,)
Mr. Richard Anderson,) Solicitors for Defendants

Mr. Emanuel Klawans, Court Examiner & Master

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Dora M. Hess, pages 2- 10

Fulton E. Boyer, pages 11 - 12

FILED

1963 JUL 25 PM 2:14

(NOTICES TO DEFENDANTS FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

(DEED TO VICTORIA BOYER DATED MAY 25, 1893 RECORDED IN S.H. 44, FOLIO 13, FROM CHARLES W. GAITHER AND SARAH A. GAITHER, HIS WIFE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. A)

Dora May Hess, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Hopkins)

1. Would you state your name and address?

A. Dora May Hess, Route 2, Box 20, Severn, Maryland.

2. Mrs. Hess, you are one of the plaintiffs in this case?

A. Yes, sir.

3. Did you know Mrs. Victoria Boyer?

A. No, sir.

4. Who was she?

A. My grandmother.

5. She is not living at this time?

A. No.

6. Do you know when she died?

A. According to the records we have in the Bible in 1898. I don't know just which month or day.

7. Did she leave a Will?

A. Not as far as I know.

8. At the time of her death was she seized and possessed of any real estate in Anne Arundel County?

A. Well she had property in theFourth District, about around 46 acres more or less.

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(Mr. Klawans)

1. That is the property referred to in the Deed that has just been filed?

A. Yes, sir.

(Mr. Hopkins)

9. You said she did not leave a Will?

A. Not to my knowledge.

10. Who did she leave surviving her as heirs at law and next of kin?

A. Eight children.

11. Did her husband survive her?

A. Yes, her husband too.

12. What was his name?

A. Josephus Boyer.

13. Can you name the eight children that she had?

A. Rubert M. Boyer, Charles Thomas, Fulton Gwinn, Rezin Dennis, Sarah Elizabeth Clark, Dora Idella Dee, Ada May Chaney, and Wilford Ernest Boyer.

(Mr. Klawans)

1. Did she have any other children who predeceased her?

A. I think maybe a baby or something like that.

2. Just a baby?

A. Yes, born, you know, maybe lived a few days or something like that, as far as I know.

(Mr. Hopkins)

14. Where was Victoria Boyer living when she died, in this County?

A. As far as I know, Severn.

C5

Hopkins - I have examined the records of the Orphan's Court and there is no Will.

15. Mrs. Hess, is Josephus Boyer still living?

A. No.

16. Can you tell us when he died, when and where he died?

A. He died in Severn, April the 7th, 1939.

17. Did he leave a Will?

A. No, no Will.

Klawans - Make a note that Mr. Hopkins certifies that the records in the Orphan's Court show that Josephus Boyer died intestate.

18. Mrs. Hess, Rubert M. Boyer, is he still living?

A. No.

19. When did he die? When and where did he die?

A. He died in Severn, January of 1962.

20. Did he leave a Will to your knowledge?

A. Not to my knowledge.

Hopkins - I will state that there is no record of his estate in the Orphan's Court, Will or Administration of his estate.

21. Who were the heirs of Mr. Rupert M. Boyer?

A. His wife, Mazie Boyer, and two daughters, Bernice Stinchcomb, and Goldie Berger.

(Mr. Klawans)

1. Did he have any other children?

A. No, just the two girls.

(Mr. Hopkins)

22. Is his widow still living?

16

A. Yes.

23. She has not remarried?

A. No, she hasn't remarried.

24. Is Charles T. Boyer still living?

A. No.

25. Can you tell us when and where he died?

A. Well I think he actually died in the hospital in Baltimore in 1927.

26. Was his residence in Anne Arundel County at that time?

A. Yes.

27. Did he leave a Will?

A. Well I wouldn't know, not to my knowledge.

(Mr. Klawans)

2. Are Goldie Berger and Bernice Stinchcomb living?

A. Yes.

(Mr. Hopkins)

I can certify that according to the records of the Orphan's Court, Charles T. Boyer died intestate and there was administration of his estate.

28. Who were his heirs?

A. His wife, Ella Boyer, who hasn't remarried and daughter, Violet Victoria Small.

29. There were no other children?

A. No other children.

(Mr. Klawans)

3. And they are both living?

A. Yes.

17

(Mr. Hopkins)

30. Is Rezin D. Boyer living?

A. No.

31. Do you know where and when he died?

A. He died October, 1939. He lived in Anne Arundel County. I don't just know whether he died here.

32. His residence was Anne Arundel County?

A. Anne Arundel County, yes, sir.

33. Did he leave a Will to your knowledge?

A. Not to my knowledge.

Hopkins - According to the Orphan's Court records Rezin D. Boyer died intestate and his estate was administered and notice to creditors published.

34. Who did Rezin Boyer leave surviving him?

A. His wife, Edna Boyer, and one son, William Boyer, and a daughter, Eleanor Gunther.

35. Are they all still living?

A. Yes.

36. And did his widow remarry?

A. Not to my knowledge.

(Mr. Klawans)

4. Did Rezin Boyer have any other children?

A. No, just the two.

(Mr. Hopkins)

37. Is Sarah Elizabeth Clark still living?

A. No.

38. Do you know when and where she died?

A. She was from Anne Arundel County and she died about 1958.

39. Did she leave a Will to your knowledge?

A. No, not to my knowledge.

Hopkins - I will state that there is no record of administration in the Orphan's Court or of a Will.

40. Who did Mrs. Clark leave surviving her?

A. She left one son, Elbert Clark, and four grandchildren of her daughter.

41. Deceased daughter?

A. She had a deceased daughter.

42. What was her name?

A. Irma Hurt.

43. And Irma Hurt died before her mother?

A. That's right.

44. And can you name Irma Hurt's children?

A. There was Wayne Hurt and John Hurt and Clark Hurt and Jean, a minor.

45. And George Hurt?

A. Was Irma's husband.

46. When did Irma Hurt die, do you remember?

A. Either the late 1949 or early 1950.

47. About eight years prior to her mother?

A. Yes, sir.

48. Do you know the ~~name~~ age of Jean Hurt, the daughter of Irma?

A. I would say approximately twelve, maybe thirteen. I don't know definitely.

19

49. Are any of the other children of Irma Hurt minors to your knowledge?

A. Not to my knowledge.

(Mr. Klawans)

5. None of the other parties that have been heretofore mentioned are under twenty one, are they?

A. No.

(Mr. Hopkins)

50. Is Wilford Ernest Boyer living?

A. No.

51. Can you tell when and where he died?

A. He died in St. Petersburg, Florida, in 1962.

52. Was St. Petersburg his home at that time?

A. Yes.

53. Do you know if he left a Will?

A. No, I don't know. Not to my knowledge.

54. You don't know whether he did or whether he didn't?

A. I don't know if he did or didn't.

55. Who did he leave surviving him?

A. His wife, Bessie T. Boyer.

56. Has she remarried?

A. No.

57. Is she still living?

A. Yes.

58. And Fulton Gwinn Boyer, when and where did he die?

A. He died October the 7th, 1962 in Severn.

59. Did he leave a Will?

A. No.

60. Who did he leave surviving him?

A. One son and one daughter, Ernest Boyer and Dora May Hess.

61. That is you and your brother?

A. That's right.

62. He had no other children?

A. No.

63. And your mother died prior to your father?

A. That's right.

64. Is his estate administered in Anne Arundel County?

A. Yes.

65. In the process of administration?

A. Yes.

66. This property that is the subject matter of this suit, you each own a one-eighth undivided interest, is that correct?

A. That's right.

67. Is this property improved?

A. No.

68. It is just vacant land?

A. Vacant land.

69. Is it grown up?

A. Grown up.

70. In your opinion is it susceptible of an equitable partition in kind among the parties without material loss?

A. I wouldn't think so, no sir.

71. You think the only way you can get the value for it is to sell it as a whole and divide the money to the people?

A. Yes, sir.

72. And that's what you wish to be done?

2/

A. Yes, sir.

(Mr. Klawans)

1. And that would be for the best interest of the minor do you think?

A. Yes, I do.

2. Why do you feel a sale of the property would be for the best interest of the minor?

A. The property is of no use to the minor and the sale would produce money that could be used for the support and education of the minor.

(Mr. Hopkins)

73. Have you any idea or opinion as to the possible value of this property?

A. Well eighteen or nineteen hundred dollars.

74. You think that would be the value?

A. Possibly more.

(Mr. Klawans)

3. Why do you think the property can not be partitioned in kind?

A. There are too many heirs. It would be chopped up into pieces too small to do anything with. I think all the heirs would be better satisfied with the sale.

(Mr. Anderson waives cross examination)

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..Dora May Hess....

2 3

Fulton E. Boyer, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Hopkins)

1. Mr. Boyer, would you state your name?

A. Fulton Ernest Boyer.

2. Where do you live, Mr. Boyer?

A. I live in Glen Burnie, 311 Phelps Avenue.

3. Mr. Boyer, you have heard the testimony of your sister, Mrs. Hess, as to the family tree and background in this case. Was her testimony correct as you know it?

A. Yes, sir.

4. And your testimony would be the same as her's as to all the relationships?

A. Yes, sir.

5. Mr. Boyer, are you familiar with the property in question?

A. Yes, sir.

6. Do you have an opinion as to the possible value of that property?

A. I think it should be worth about a hundred dollars an acre considering where it is.

7. In your opinion is this property susceptible to an equitable partition in kind among the parties that are entitled to it without any material loss or injury to them?

A. I don't think it could be divided for the simply reason there wouldn't be anything on the roadway, maybe enough for one entrance way, and to divide the property you would have to have entrance ways for everyone from the way I figure you divide property. It comes out in a point on the old road and it just goes like that.

24

I don't think it could be divided. If you did it would be so many small pieces it wouldn't be of any value to anyone.

8. So you are in favor of the property being sold and the net proceeds divided among the parties entitled to it?

A. I am.

(Mr. Klawans)

1. And you think that would be for the best interest of the minor?

A. I think so, yes sir.

2. Would you state why?

A. Well I don't think the minor would ever want just a small piece of land in there. She would get very little of it if she did get any and it would be of no value to her, and any proceeds we could get out of it now could be used for her education or schooling or anything like that or saved until she got older if she didn't need it for her education.

3. And this is a tract that is grown over?

A. It is completely up in trees, yes sir.

(Mr. Anderson waives cross examination)

25

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...Fulton Ernest Boyer

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

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

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

Emanuel Klawans (SEAL)

Emanuel Klawans, Examiner

E.K. $25.00

S.M. $12.00 pd

S.M.

27

BOOK 156 PAGE 241

F. ERNEST BOYER et al	:	IN THE CIRCUIT COURT
Plaintiffs	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
MAZIE I. BOYER et al	:	
Defendants	:	NO. 15,389 EQUITY

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

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Ernest Florestano, Guardian Ad Litem, for Jean Hurt, infant, respectfully represents:

1. That he was appointed Guardian Ad Litem for Jean Hurt, infant, by order of this Honorable Court, dated 2nd day of July, 1963.

2. The Defendant being an infant cannot admit any of the matters and things alleged in said Bill of Complaint and submits her rights thereunder to the protection of this Court.

AND AS IN DUTY BOUND, ETC.

Ernest Florestano
Guardian Ad Litem

FILED
1963 JUL 25 PM 2:15

20

No. 780493

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Mr. and Mrs. John Gunther

STREET AND NO.
101 Boone Trail

CITY AND STATE
Severna Park, Maryland

If you want a return receipt, check which
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Apr 1960

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ANNS IV
JUN 19 1963

BOOK 156 PAGE 242

19 June, 1963

Mrs. Eleanor B. Gunther and
Mr. John Gunther
101 Boone Trail
Severna Park, Maryland

Re: F. Ernest Boyer et al vs
Mazie I. Boyer et al
No. 15,389 Equity

Dear Mr. and Mrs. Gunther:

You are hereby advised that the Plaintiffs in the above titled case are appearing before the Court Examiner in the Court Stenographer's Office at the Anne Arundel Court House on Wednesday, June 26, 1963, at 3:30o'clock p.m. to present testimony to support the allegations of the Bill of Complaint in the above case.

You may attend the taking of this testimony if you so desire.

Very truly yours,

John H. Hopkins, IV
Attorney for Plaintiff

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE
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Mrs. R. A. Jernigan

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6-20-63

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E Clowens
Examiner

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1963 JUL 25 PM 2:18

29

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SENT TO
Mr. and Mrs. John G. Hurt

STREET AND NO.
9 Setter Drive, Elkridge

CITY AND STATE
Howard County, Maryland

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IV

BOOK 156 PAGE 243

June 3, 1963

Mr. John G. Hurt and
Mrs. Connie Hurt
9 Setter Drive
Elkridge, Howard County
Maryland

Re: F. Ernest Boyer et al vs.
Mazie I. Boyer et al
No. 15,389 Equity

Dear Mr. and Mrs. Hurt:

You are hereby advised that the Plaintiffs in the above titled case are appearing before the Court Examiner in the Court Stenographer's Office at the Anne Arundel Court House on Wednesday, June 26, 1963, at 3:30 o'clock p.m. to present testimony to support the allegations of the Bill of Complaint in the above case.

You may attend the taking of this testimony if you so desire.

Very truly yours,

John H. Hopkins, IV
Attorney for Plaintiff

JHHIV:kv

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Mr. and Mrs. John G. Hurt

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RECEIPT FOR CERTIFIED MAIL—20¢

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Mrs. Ada May Chaney

STREET AND NO.
Hammonds Ferry Road

CITY AND STATE
Glen Burnie, Maryland

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JUN 19 1963

IV

BOOK 156 PAGE 244

19 June, 1963

Mrs. Ada May Chaney
Hammonds Ferry Road
Glen Burnie, Maryland

Re: F. Ernest Boyer et al vs.
Mazie I. Boyer et al
No. 15,389 Equity

Dear Mrs. Chaney:

You are hereby advised that the Plaintiffs in the above titled case are appearing before the Court Examiner in the Court Stenographer's Office at the Anne Arundel Court House on Wednesday, June 26, 1963, at 3:30 o'clock p.m. to present testimony to support the allegations of the Bill of Complaint in the above case.

You may attend the taking of this testimony if you so desire.

Very truly yours,

John H. Hopkins, IV
Attorney for Plaintiff.

JHHIV:kv

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

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Mrs. Ada May Chaney

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
Mrs. Ada May Chaney

DATE DELIVERED
6-20-63

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

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RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO Mr. William D. Boyer and Mrs. Virginia Boyer

STREET AND NO. 21 New Jersey Avenue, N. W.

CITY AND STATE Glen Burnie, Maryland

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BOOK 156 PAGE 245

19 June, 1963

Mrs. William D. Boyer and
Mrs. Virginia Boyer
21 New Jersey Avenue, N. W.
Glen Burnie, Maryland

Re: F. Ernest Boyer et al vs.
Mazie I. Boyer et al
No. 15,389 Equity

Dear Mr. and Mrs. Boyer:

You are hereby advised that the Plaintiffs in the above titled case are appearing before the Court Examiner in the Court Stenographer's Office at the Anne Arundel Court House on Wednesday, June 26, 1963, at 3:30 o'clock p.m. to present testimony to support the allegations of the Bill of Complaint in the above case.

You may attend the taking of this testimony if you so desire.

Very truly yours,

John H. Hopkins, IV
Attorney for Plaintiff

JHHIV:kv

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SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)
Mrs. Virgina Boyer and
Mr. William D. Boyer

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
F. E. Boyer (Mr. & Mrs. Wm. D. Boyer)

DATE DELIVERED 6-20-63

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3 2

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Miss Jean Hurt

STREET AND NO.
Hampstead

CITY AND STATE
Carroll County, Maryland

POSTMARK OR DATE
ANNAPOLIS MD. JUN 19 1963

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IV BOOK 156 PAGE 246

19 June, 1963

Miss Jean Hurt
Hampstead
Carroll County, Maryland

Re: F. Ernest Boyer et al vs.
Mazie I. Boyer et al
No. 15,389 Equity

Dear Miss Hurt:

You are hereby advised that the Plaintiffs in the above titled case are appearing before the Court Examiner in the Court Stenographer's Office at the Anne Arundel Court House on Wednesday, June 26, 1963, at 3:30 o'clock p.m. to present testimony to support the allegations of the Bill of Complaint in the above case.

You may attend the taking of this testimony if you so desire.

Very truly yours,

John H. Hopkins, IV

JHHIV:kv

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

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Miss Jean Hurt

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
J. G. Hurt

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BOOK 156 PAGE 247

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STREET AND NO.: Hampstead

CITY AND STATE: Carroll County, Maryland

POSTMARK OR DATE: ANNAPOLIS MD. JUN 19 1963

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; IV

19 June, 1963

Mr. Wayne Hurt and
Mrs. Darlene Hurt
Hampstead
Carroll County, Maryland

Re: F. Ernest Boyer et al vs.
Mazie I. Boyer et al
No. 15,389 Equity

Dear Mr. and Mrs. Hurt:

You are hereby advised that the Plaintiffs in the above titled case are appearing before the Court Examiner in the Court Stenographer's Office at the Anne Arundel County Court House on Wednesday, June 26, 1963, at 3:30 o'clock p.m. to present testimony to support the allegations of the Bill of Complaint in the above case.

You may attend the taking of this testimony if you so desire.

Very truly yours,

John H. Hopkins, IV
Attorney for Plaintiff

JHHIV:kv

#1 INSTRUCTIONS TO DELIVERING EMPLOYEE

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SIGNATURE OR NAME OF ADDRESSEE (must always be filled in): Mr. and Mrs. Wayne Hurt

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY: J. G. Hurt

DATE DELIVERED: JUN 21 1963

ADDRESS WHERE DELIVERED (only if requested in item #1)

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Mr. and Mrs. George Hurt

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Hampstead

CITY AND STATE
Carroll County, Maryland

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IV

BOOK 156 PAGE 248

19 June, 1963

Mr. George Hurt and
Mrs. Elva Hurt
Hampstead
Carroll County, Maryland

Re: F. Ernest Boyer et al vs.
Mazie I. Boyer et al
No. 15,389 Equity

Dear Mr. and Mrs. Hurt:

You are hereby advised that the Plaintiffs in the above titled case are appearing before the Court Examiner in the Court Stenographer's Office at the Anne Arundel Court House on Wednesday, June 26, 1963, at 3:30 o'clock p.m. to present testimony to support the allegations of the Bill of Complaint in the above case.

You may attend the taking of this testimony if you so desire.

Very truly yours,

John H. Hopkins, IV
Attorney for Plaintiff

JHHIV:ky

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

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Mr. and Mrs. George Hurt

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
J G Hurt

DATE DELIVERED
JUN 20 1963

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RECEIPT FOR CERTIFIED MAIL—20¢

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Mrs. Edna E. Boyer

STREET AND NO.
3412 E. Pratt Street

CITY AND STATE
Baltimore, Maryland

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Apr 1960

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BOOK 156 PAGE 249

19 June, 1963

Mrs. Edna E. Boyer
3412 E. Pratt Street
Baltimore, Maryland

Re: F. Ernest Boyer et al vs.
Mazie I. Boyer et al
No. 15,389 Equity

Dear Mrs. Boyer:

You are hereby advised that the Plaintiffs in the above titled case are appearing before the Court Examiner in the Court Stenographer's Office at the Anne Arundel Court House on Wednesday, June 26, 1963, at 3:30 o'clock p.m. to present testimony to support the a Allegations of the Bill of Complaint in the above case.

You may attend the taking of this testimony if you so desire.

Very truly yours,

John H. Hopkins, IV
Attorney for Plaintiff

JHHIV:kv

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SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)
Mrs. Edna E. Boyer

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
X Mrs Edna E Boyer

DATE DELIVERED
JUN 21 1963

ADDRESS WHERE DELIVERED (only if requested in item #1)

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SENT TO
Mr. Clark Hurt

STREET AND NO.
Hampstead

CITY AND STATE
Carroll County, Maryland

POSTMARK OR DATE
ANNAPOLIS MD. JUN 19 1963

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; IV

BOOK 156 PAGE 250

19 June, 1963

Mr. Clark Hurt
Hampstead
Carroll County, Maryland

Re: F. Ernest Boyer et al vs.
Mazie I. Boyer et al
No. 15,389 Equity

Dear Mr. Hurt:

You are hereby advised that the Plaintiffs in the above titled case are appearing before the Court Examiner in the Court Stenographer's Office at the Anne Arundel Court House on Wednesday, June 26, 1963, at 3:30 o'clock p.m. to present testimony to support the allegations of the Bill of Complaint in the above case.

You may attend the taking of this testimony if you so desire.

Very truly yours,

John H. Hopkins, IV

JHHIV:kv

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

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Mr. Clark Hurt

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

J. G. Hurt

DATE DELIVERED
JUN 20 '63

ADDRESS WHERE DELIVERED (only if requested in item #1)

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37

No. 780400

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Mr. and Mrs. Thomas Dee

STREET AND NO.
Hammonds Ferry Road

CITY AND STATE
Glen Bur nie, Maryland

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☐ 35¢ shows to whom, when, and address where delivered

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ANNE ARUNDEL CO. MD. JUN 19 1963

IV

BOOK 156 PAGE 251

19 June, 1963

Mrs. Dora Idella Dee and
Mr. Thomas Dee
Hammonds Ferry Road
Glen Burnie, Maryland

Re: F. Ernest Boyer et al vs.
Mazie I. Boyer et al
No. 15,389 Equity

Dear Mr. and Mrs. Dee:

You are hereby advised that the Plaintiffs in the above titled case are appearing before the Court Examiner in the Court Stenographer's Office at the Anne Arundel Court House on Wednesday, June 26, 1963, at 3:30 o'clock p.m. to present testimony to support the allegations of the Bill of Complaint in the above case.

You may attend the taking of this testimony if you so desire.

Very truly yours,

John H. Hopkins, IV
Attorney for Plaintiff

JHHIV:kv

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Mr. and Mrs. Thomas Dee
x

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED
6-20-63

ADDRESS WHERE DELIVERED (only if requested in item # 1)

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No. 780402

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Mrs. Bessie T. Boyer

STREET AND NO.
4000 Second Avenue North

CITY AND STATE
St. Petersburg, Florida

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S IV

BOOK 156 PAGE 252

19 June, 1963

Mrs. Bessie T. Boyer
4000 Second Avenue North
St. Petersburg, Florida

Re: F. Ernest Boyer et al vs.
Mazie I. Boyer et al
No. 15,389 Equity

Dear Mrs. Boyer:

You are hereby advised that the Plaintiffs in the above titled case are appearing before the Court Examiner in the Court Stenographer's Office at the Anne Arundel Court House on Wednesday, June 26, 1963, at 3:30 o'clock p.m. to present testimony to support the allegations of the Bill of Complaint in the above case.

You may attend the taking of this testimony if you so desire.

Very truly yours,

John H. Hopkins, IV
Attorney for Plaintiff

JHHIV:kv

39

This Deed made this Twenty fifth day of May in the year eighteen hundred and ninety three between Charles W Gaither and Sarah A Gaither his wife of Anne Arundel County in the State of Maryland, of the first part and Victoria Boyer wife of Josephus Boyer of the Said County and State of the other part.

Witnesseth, That for and in consideration of a certain piece or parcel of land conveyed by Victoria Boyer and Josephus Boyer her husband by Deed of even date with these presence, and the Sum of Five dollars current money, the Said Charles W Gaither and Sarah A Gaither do by these presence grant and convey to the Said Victoria Boyer her heirs and assigns in fee simple forever, part of the tracts of land called "Bold Venture", "Hammonds 2nd and 4th Connections", and "The Trusty Friend", Beginning at a Stone on the Each Side of the road from Tessaps Cut to Odenton, at the end of the 11th line of that part of Said land conveyed by Victoria Boyer and Josephus Boyer her husband to Charles W Gaither thence running with the lines of Said part more thereof, across the track N 83 E 60 ps to a Stone thence S 77 E 106 3/4 ps to a Stone, thence with the outlines of the whole track N 36 3/4 W 143 3/4 ps, thence S 38 1/4 W 126 ps to the beginning containing 46 1/2 acres of land more or less.

Being part of the land which was conveyed by Speed and Randall Trustees to Singleton Gaither by deed dated the 12th day of January 1852

To Have and To Hold the Said piece or parcel of land with the appurtenances to the only proper use of her the Said Victoria Boyer her heirs and assigns with the appurtenances thereunto belonging or in anywise appertaining and the Said Charles W Gaither and Sarah A Gaither his wife do hereby covenant that they will warrant specially the property hereby conveyed. Witness the hands and seals of the grantors on the day and year first above written.

Test

John E Mullineaux

Charles W Gaither (Seal)

Sarah A Gaither (Seal)

State of Maryland Anne Arundel County, to wit I hereby certify that on this twenty fifth day of May in the year eighteen hundred and ninety three before me the Subscriber a Justice of the Peace for the State and County aforesaid personally appears Charles W Gaither and Sarah A Gaither his wife, and they did each acknowledge

Gadmin Exhibit "A" E Klingman Dec 2 47

14

Issue 3 - 1898 Ext
recorded to Chas W Gaston

the foregoing deed to be their act
John E Mullineaux Jr
Recorded 29 May 1893

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing.....DEED.....is truly taken and copied from Liber.....S.H.....No.....44....., folio.....13....., one of the .....LAND..... Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this.....16th.....day of.....JANUARY A. D., 196.3

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

41

JOHN H. HOPKINS IV
ATTORNEY AT LAW
HAYS BUILDING
ANNAPOLIS, MD.

TELEPHONE CO 3-3551

25 July, 1963

Mrs. Bessie T. Boyer
4000 Second Avenue North
St. Petersburg, Florida

Re: F. Ernest Boyer et al vs.
Mazie I. Boyer et al
No. 15,389 Equity

Dear Mrs. Boyer:

The Court examiner has raised two questions in the above case and I would appreciate your verifying them for me.

I was advised that your late husband, Mr. Wilfred E. Boyer, died in 1952 and that he did not leave a Will and that he did not have any children. It will be appreciated if you will advise me on the bottom of this letter if this information is correct and return it to me in the enclosed stamped envelope.

If the information is not correct and if he did leave a Will, please advise where the estate was probated and who was the executor. Also if he had any children, please advise their names and addresses, if they are still living.

Thanking you for this information so that we may be able to proceed with the eventual sale of the property at Odenton.

Very truly yours,

John H. Hopkins, IV

JHHIV:kv

Encl.

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1963 SEP -3 PM 12:26

This information is correct.
Bessie T. Boyer

Mr. Clark.
Please file
E/Masters
Examiner

JOHN H. HOPKINS IV
ATTORNEY AT LAW
HAYS BUILDING
ANNAPOLIS, MD.

TELEPHONE CO 3-3551

30 August, 1963

Emanuel Klawans, Esquire
Master in Chancery
Townsworth Building
Annapolis, Maryland

Re: No. 15,389 Equity
Boyer vs. Boyer

Dear Mr. Klawans:

I have finally obtained by telephone from Mrs. Dora M. Hess, one of the plaintiffs in the above case, the answers to the questions raised by you. The information is as follows.

Mrs. Irma Hurt was living in Manchester, Carroll County, Maryland, at the time of her death. Her post office address was Hampstead, Maryland. She died intestate and was survived by four children, all of whom are parties to this case. I am advised that she had no other children.

I trust this will enable you to complete your report in this case.

Very truly yours,

John H. Hopkins, IV

JHHIV:kv

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1963
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Mr. Clerk: Please file
E. Klawans
Examiner

43

BOOK 156 PAGE 257

F. ERNEST BOYER, ET AL, : No. 15,389 Equity

Plaintiff, In The Circuit Court For

vs. Anne Arundel County.

MAZIE I. BOYER, ET AL, :

Defendant.

REPORT OF MASTER IN CHANCERY

1/16/63 A co-owner of realty sues for a partition sale of same.

Victoria Boyer owned in fee simple 46½ acres of land in Anne Arundel County, Maryland, conveyed to her by deed from Charles W. Gaither etal dated May 25, 1893, recorded S.H. 44 folio 13, a certified copy of which is in evidence as Examiner's Exhibit "A".

Dora May Hess, grand daughter of Victoria Boyer, testifies:-

1. Victoria Boyer died in 1898, a resident of Anne Arundel County. John H. Hopkins, IV, attorney at law, certifies that the local Orphans Court's records show no will of Victoria Boyer, so she is taken as having died intestate.

Victoria Boyer was survived by her husband, Josephus Boyer, who died in 1939. Mr. Hopkins states that in 1898 when Victoria Boyer died, her husband was entitled to only a life estate in one-third of the property. This appears to be correct. At common law, and under the Codes of General Laws of Maryland of 1888 to 1900, Articles 45 and 46, the husband was entitled to a life estate, and had no right of inheritance from a wife. The law was changed by the Acts of 1916 Ch. 325 secs. 1 and 2. See also Snyder v Jones, 99 Md 693, and Jeavons v Pittman, 126 Md 650.

Victoria Boyer was survived by her eight children:- (a) Rubert M. Boyer; (b) Charles Thomas Boyer; (c) Fulton Gwinn Boyer; (d) Rezin Dennis Boyer; (e) Sarah Elizabeth Clark; (f) Dora Idella Dee; (g) Ada May Chaney; (h) Wilfred Ernest Boyer. Victoria Boyer had no other children.

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47

2. Rubert M. Boyer died in 1962, a resident of Anne Arundel County. Mr. Hopkins certifies there is no record of any will of Rubert M. Boyer in the local Orphans Court. He was survived by his widow, Mazie Boyer; and by all of his children, Bernice Stinchcomb and Goldie Berger. He ha. no other children. Mazie Berger, widow, and Bernice Stinchcomb and Owen Stinchcomb, her husband, and Goldie Berger and Maurice E. Berger, her husband, by Marvin I. Anderson, their solicitor, have filed answer in this proceeding admitting the allegations made in the bill of complaint and requesting representation in the trusteeship.

3. Charles Thomas Boyer died in 1927, a resident of Anne Arundel County. There is no record of any will of his in the local Orphans Court record He was survived by his widow, Ella Boyer, and by all of his children, Victoria Small. He had no other children. Ella Boyer, widow, and Victoria Small and Charles K. Small, her husband, have filed answer in this proceeding by Marvin I. Anderson, their solicitor, as above stated.

4. Fulton Gwinn Boyer died in 1962, a resident of Anne Arundel County. He left no will. His wife died before him and he left no widow. He is survived by all of his children, Ernest Boyer and Dora Mayx Hess (the witness). He had no other children. These two children and their spouses are the plaintiffs in this proceeding.

5. Rezin Dennis Boyer died in 1939, a resident of Anne Arundel County. The local Orphans Court's records have no record of any will. He was survived by his widow, Edna Boyer, and all of his children, William Boyer, and Eleanor Gunther. He had no other children. All three heirs, and the spouses of the two children, have been summoned, and a decree pro confesso has been granted against them.

6. Sarah Elizabeth Clark died in 1958, a resident of Anne Arundel County. Local records do not show any will of hers. One of her children is Elbert Clark. He and his wife filed answer by Marvin I. Anderson, their solicitor, as stated in paragraph 2 above. Her only other child was Irma Hurt, who predeceased Sarah Elizabeth Clark. A letter from Mr. Hopkins, filed as an exhibit, shows that Irma Hurt was a resident of Carroll County, Md. She left no will. Her children are Wayne Hurt, John Hurt, Clark Hurt, and Jean Hurt, all

of whom have been summoned. Decree pro confesso has been granted against Wayne Hurt and wife, John Hurt and wife, Clark Hurt, single. Jean Hurt is a minor, sbout 12 years of age. A guardian ad litem has been appointed for her. Irma Hurt's husband, George Hurt, and his present wife, were made parties to this proceeding, and have been summoned, and decree pro confesso has been granted against them.

7. Dora Idella Dee and her husband were summoned, and a decree pro confesso has been granted against them.

8. Ada May Chaney, widow, was summoned, and a decree pro confesso granted against her.

9. Wilfred Ernest Boyer died in 1962, a resident of Florida. His widow's written statement is filed herewith that he left no will, and had no children. He was survived by his widow, Bessie T. Boyer, in Florida. An order of publication was issued to her, which required her to plead by 3/29/63, and a decree pro confesso has been granted against her.

Dora May Hess further testified that the realty is unimproved, grown over, land. She believes it is not susceptible of division in kind without material loss and that the only way to obtain its value would be to sell it as a whole, and that this would be for the minor's best interest as the land is of no use to her and the money could go toward her support and education. If the land were partitioned in kind among so many heirs, the property would be chopped into pieces too small to do anything with. She believes that all the heirs would be better satisfied with a sale. She believes the property is worth $1800 to $1900, possibly more.

Her brother, Fulton E. Boyer, corroborates her testimony related to pedigree. He believes the property to be worth about $100 per acre. He believes it cannot be divided in kind, as it has only enough frontage on a road for one entrance; and because the pieces would be too small to be of use to anybody, and that the money would be of more use to the minor than a small piece of land would be.

No expert testimony has been offered. Article 16 sec. 52, which formerly required testimony of two discreet persons as to value, has been repealed, and the sale of an infant's property is now governed by Rule BR, Judicial Sales, which provides that the

Court may decree a sale "upon satisfactory proof that the jurisdictional requisites for such sale have been met." In case of a private sale, the person making sale shall, unless otherwise ordered by the court, file in the proceedings an appraisal made within six months prior to the date of the sale by a competent appraiser." The implication seems to be that no such appraisal is necessary in case of a public sale. The jurisdictional requisite for sale under Art. 16 sec. 154 is that it shall appear that the lands "cannot be divided without loss or injury to the parties interested". The bill of complaint so alleges. The only evidence in support of this allegation is that there are eight original heirs to divide the 46½ acres, into 5.8 acre tracts, each of which would in turn have to be divided among the families hereinbefore stated Nos. 2 to 9. There could be only one common entrance to all eight tracts. In the case of the Sarah Elizabeth Clark tract, a half of it would have to be divided among four, including the minor. Although there is no evidence upon the subject, it has to be assumed that not all of the 46½ acres is of equal value. The testimony that the number of parties in interest are too numerous for division of the land in kind, and that the parts would be too small to have value in view of the grown over nature of the land and modern subdivision regulations, is probably true. It is believed that the jurisdictional allegation is sufficiently proved by the evidence.

The testimony has been in Court more than ten days, and the case is ready for decree. The decree submitted herewith is recommended.

E Edwards
Master In Chancery

4/7

F. ERNEST BOYER, ET AL, : No. 15,389 Equity

Plaintiffs, In The Circuit Court For

vs. Anne Arundel County.

MAZIE I. BOYER, :

Defendants.

DECREE

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

It is thereupon, this 16th day of September, 1963, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered, and decreed:-

1. That the lands mentioned in these proceedings cannot be divided in kind without loss or injury to the parties interested.

2. That the property mentioned in these proceedings be sold.

3. That John H. Hopkins IV and Marvin I. Anderson are hereby appointed trustees to make said sale.

4. That the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves and a surety or sureties, to be approved by the Clerk of this Court, or by this Court, in the penalty of ten thousand dollars ($10,000.00), conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises. They shall then proceed to make the said sale, having given at least three weeks' notice by advertisement,(inserted in such newspaper or newspapers published in this County as they shall think proper, at least once in each of three successive weeks, the first such publication to be not less than twenty days prior to sale and the last such publication to be not more than one week prior to sale), of the time, place, manner and terms of sale, which terms shall be cash upon ratification of the sale. As soon as may be convenient after such sale or sales, the trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with annexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and upon payment of the whole purchase money (and not before), the said trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, theppproperty and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and those

claiming by, from and under them, or either of them; and the trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions as to the said trustees this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged this trust.

V. Bowie Duckett Judge

FILED

1963 SEP 17 AM 10:20

49

G 22056

BOOK 156 PAGE 263

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

BOOK 12 PAGE 196

A STOCK COMPANY

Equity #15,389

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, John H. Hopkins, IV and Marvin I. Anderson of Anne Arundel County, State of Maryland, as Principals, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Ten Thousand and 00/100 Dollars ($10,000.00) current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this 10th day of October , 1963.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled F. Ernest Boyer, etal vs Mazie I. Boyer, etal - - - - - - - - - dated 9/16/63, John H. Hopkins, IV and Marvin I. Anderson - - were appointed Trustees to make sale of the property described in said proceedings, and the said John H. Hopkins, IV and Marvin I. Anderson - - - - are about to execute said power and make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

John H. Hopkins, IV (SEAL)
PRINCIPAL

Marvin I. Anderson (SEAL)
PRINCIPAL

WITNESS:

Ethel M. Carle

Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV, Attorney-in-Fact
SURETY

Bond approved this 10 day of October, 1963

Louis N. Phipps, Clerk

FILED

1963 OCT 10 AM 11:12

5J

F. ERNEST BOYER, et al	:	IN THE CIRCUIT COURT
Plaintiffs	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
MAZIE I. BOYER, et al	:	
Defendants	:	NO. 15,389 EQUITY

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

PETITION AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John H. Hopkins, IV and Marvin I. Anderson, Trustees, respectfully represents:

1. That your Petitioners were appointed trustees to make sale of the real estate in these proceedings by decree of this Court dated September 16, 1963 and have qualified by filing the required bond.

2. That the property to be sold has not been surveyed since 1893 or prior thereto and your Petitioners are unable to determine how much, if any, of this property fronts on the public road, State Route 175, and believe it necessary that a survey should be made of this property before the sale in order that your Petitioners can accurately describe and advertise it to the public to obtain the highest price.

WHEREFORE, your Petitioners pray this Honorable Court to authorize them to engage a reputable surveyor to make a survey of this property and that the cost of the survey shall be allowed by the Court Auditor as an expense of this sale in the auditor's account.

AND AS IN DUTY BOUND, ETC.

John H. Hopkins, IV

Marvin I. Anderson
Trustees

FILED

1963 OCT 10 AM 11:12

51

ORDER OF COURT

Upon the foregoing Petition it is hereby ORDERED by the Circuit Court for Anne Arundel County in Equity this 10th day of October, 1963, that John H. Hopkins, IV and Marvin I. Anderson, Trustees, be, and they are hereby authorized to engage a reputable surveyor to survey the property which is the subject matter of this proceeding and furnish a description and plat thereof to the Trustees and that the cost of this survey shall be considered as part of the costs of the sale of the property by the Auditor in stating his account.

Judge

FILED

1963 OCT 11 AM 11:07

52

Trustee's Sale

OF VALUABLE UNIMPROVED REAL ESTATE NEAR FORT MEADE

By virtue of the power of sale contained in a Decree of the Circuit Court for Anne Arundel County dated September 16, 1963, and filed in No. 15,389 Equity in said Court, we will offer at public sale at the Court House door in the City of Annapolis, Maryland, on

TUESDAY, MARCH 10, 1964 AT 11:00 O'CLOCK, A.M.

the following property:

All that lot or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County on the East side of State Route No. 175, containing 46½ acres of land, more or less, as particularly described in a certain deed from Charles W. Gaither and wife to Victoria Boyer dated May 25, 1893, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 44, folio 13.

TERMS OF SALE: A deposit of One Thousand Dollars ($1,000.00) will be required of the purchaser on the day of sale, balance of purchase money including interest at the rate of six per cent (6%) per annum, to be paid in cash on ratification of sale.

TAXES and other assessments to be adjusted to the day of sale.

N

53

COSTS of all documentary stamps to be borne by purchaser.

FOR further particulars inquire of the undersigned.

MARVIN I. ANDERSON
92 Franklin Street
Annapolis, Maryland
Tel. 268-5035

JOHN H. HOPKINS, IV
15 School Street
Annapolis, Maryland
Tel. 263-3551
Trustees

GEORGE W. SCIBLE
Auctioneer M-9

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 266

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 7, 1964

We hereby certify, that the annexed Trustee's Sale Near Fort Meade Eq. No. 15,389

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of March, 1964. The first insertion being made the 13th day of February, 1964.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1964 MAR 10 PM 12:45

By H. Tilghman

F. ERNEST BOYER, et al	:	IN THE CIRCUIT COURT
vs.	:	FOR
MAZIE I. BOYER, widow, et al	:	ANNE ARUNDEL COUNTY
	:	NO. 15,389 EQUITY

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

AFFIDAVIT OF PURCHASER(S)

I/~~we~~ hereby certify that on this 10th 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 **Yale Gordon**

the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) **That he is** not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) **that he has** not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

Mazie I. Boyer

Yale Gordon (SEAL)

(SEAL)

WITNESS my hand and Notarial seal.

Mazie I. Boyer

Notary Public

1964 MAR 11 [illegible]

54

GEORGE W. SCIBLE . . . . . Auctioneer

BOOK 156 PAGE 268

TRUSTEE'S SALE

OF VALUABLE

Unimproved Real Estate

Near Fort Meade

By virtue of the power of sale contained in a Decree of the Circuit Court for Anne Arundel County dated September 16, 1963, and filed in No. 15,389 Equity in said Court, we will offer at public sale at the Court House Door in the City of Annapolis, Maryland, on

Tuesday, March 10, 1964

AT 11:00 O'CLOCK A.M.

the following property:

All that lot or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County on the East side of State Route No. 175, containing 46½ acres of land, more or less, as particularly described in a certain deed from Charles W. Gaither and wife to Victoria Boyer dated May 25, 1893, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 44, folio 13.

TERMS OF SALE: A deposit of One Thousand Dollars ($1,000.00) will be required of the purchaser on the day of sale, balance of purchase money including interest at the rate of six percent (6%) per annum, to be paid in cash on ratification of sale.

TAXES and other assessments to be adjusted to the day of sale.

COSTS of all documentary stamps to be borne by purchaser.

FOR further particulars inquire of the undersigned.

MARVIN I. ANDERSON,
92 Franklin Street,
Annapolis, Maryland,
Tel. 268-5035

JOHN H. HOPKINS, IV,
15 School Street,
Annapolis, Maryland
Tel. 263-3551

Trustees.

FILED

1964 MAR 11 AM 11:06

NO. 15,389 EQUITY

Annapolis, Maryland
March 10, 1964

I hereby certify that I have this 10th day of March, 1964, sold the property described on the reverse hereof unto **Yale Gordon, 1580 Annapolis Road, Odenton, Maryland**
at and for the sum of **Forty-eight thousand dollars**
being then and there the highest bidder (s) therefor.

George W. Scible, Auctioneer

I/~~we~~ hereby certify that I/~~we~~ have this 10th day of March, 1964, purchased from Marvin I. Anderson and John H. Hopkins, IV, Trustees, the property described on the reverse hereof, at and for the sum of **Forty-eight thousand dollars**
and I/~~we~~ hereby agree to comply with the terms of sale.

Yale Gordon

FILED
1964 MAR 11 AM 11:06

54

F. ERNEST BOYER, et al	:	IN THE CIRCUIT COURT
vs.	:	FOR
MAZIE I. BOYER, widow, et al	:	ANNE ARUNDEL COUNTY
	:	NO. 15,389 EQUITY

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of John H. Hopkins, IV and Marvin I. Anderson, Trustees, respectfully shows:

1. That whereas by virtue of a power of sale contained in a decree dated September 16, 1963, in these proceedings, the said John H. Hopkins, IV, and Marvin I. Anderson, Trustees, in pursuance of the power and authority vested in them by said decree, having given bond as security for the faithful performance of their trust and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, at least once in each of three successive weeks the first such publication being not less than twenty days prior to the sale and the last publication being not more than one week prior to sale and having complied with all the other prerequisites mentioned in said decree and as required by law did by virtue of said power of sale and pursuant to said notice attend at the Court House door in the City of Annapolis, Maryland, on Tuesday, March 10, 1964, at eleven o'clock A.M., and did then and there proceed to sell said property in the manner following, that is to say:

The said Trustees offered at public sale to the highest bidder the property mentioned in these proceedings and being particularly described as follows:

ALL that part of tracts of land called "Bold Venture", "Hammonds Second and Fourth Connections" and "The Trusty Friend" situated in the Fourth Election District of Anne Arundel County and described as follows:

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1964 MAR 11 AM 11:03

57

BEGINNING at a stone on the East side of the road from Jessups Cut to Odenton at the end of the 11th line of that part of said land conveyed by Victoria Boyer and Josephus Boyer, her husband, to Charles W. Gaither, thence running with the lines of said part reverse thereof, across the tract North 83° East 60 perches to a stone, thence South 77° East 106 3/4 perches to a stone, thence with the outlines of the whole tract North 36 3/4 ° West 143 3/4 perches, thence South 38¼° West 126 perches to the beginning. Containing 46½ acres of land, more or less. Being the same property which was conveyed by Charles W. Gaither and wife to Victoria Boyer, wife of Josephus Boyer, by deed dated May 25, 1893, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 44, folio 13.

And the said Trustees sold the above described property to Yale Gordon for the sum of Forty Eight Thousand Dollars ($48,000.00), he being the highest bidder therefor, and said purchaser having complied with the terms of sale.

Respectfully submitted,

John H. Hopkins, IV

Marvin I. Anderson
Trustees

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

I HEREBY CERTIFY, that on this 11th day of March, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John H. Hopkins, IV, and Marvin I. Anderson, Trustees, and made oath in due form of law that the matters and things set forth above are true to the best of their knowledge and belief and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

Notary Public

58

ORDER NISI

F. ERNEST BOYER, et al

versus

MAZIE I. BOYER, widow, et al

BOOK 156 PAGE 272

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,389 Equity

Ordered, this 11th day of March, 19 64, That the sale of the property in these proceedings mentioned made and reported by John H. Hopkins, IV, and Marvin I. Anderson, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of April next.

The report states that the amount of sale was $48,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

John H. Hopkins, IV, Atty.

Maryland Gazette (for Mar. 19 edition)

(Final Order)

F. ERNEST BOYER, et al

versus

MAZIE I. BOYER, widow, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of April, 19 64 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bowie Duckett

JUDGE.

FILED

1964 APR 21 AM 10:50

59

Equity No. 15,389

GLOBE INDEMNITY COMPANY

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

BOOK 156 PAGE 273

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

LIBER 12 PAGE 358
Equity #15,389

Bond No. 437194

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John H. Hopkins, IV and Marvin I. Anderson, of Anne Arundel County, State of Maryland, as Principals, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Thirty-eight Thousand and 00/100 Dollars ($38,000.00), 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 16th day of March, 1964.

WHEREAS, by a Decree of the Circuit Court for Anne Arundel County in a cause entitled "F. Ernest Boyer, etal vs. Mazie I. Boyer, etal", No. 15,389 Equity, dated September 16, 1963, the said John H. Hopkins, IV and Marvin I. Anderson were appointed Trustees to make sale of the property described in said proceedings, and the said John H. Hopkins, IV and Marvin I. Anderson have executed said power and made sale of the property described in said proceedings.

AND WHEREAS, the proceeds therefrom exceeded the penalty of the original bond filed in these proceedings, thereby making requisite this additional bond.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Trustees shall faithfully perform and execute the trust reposed in them or to be reposed in them by any future order in the premises, 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:

John H. Hopkins, IV (SEAL)

Marvin I. Anderson (SEAL)
PRINCIPALS

Ethel M. Carle, as to both

GLOBE INDEMNITY COMPANY, a body corporate

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

additional
Bond approved this 16 day of March, 1964

Louis N. Phipps, Clerk

FILED
1964 MAR 16

60

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,389 Equity

F. ERNEST BOYER, et al
versus
MAZIE I. BOYER, widow, et al

Ordered, this 11th day of March, 1964, That the sale of the property in these proceedings mentioned made and reported by John H. Hopkins, IV, and Marvin L. Anderson, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of April next.

The report states that the amount of sale was $48,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

61-A 66SU-A-9

FILED
APR 13 PM 4:10

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 274

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 11, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. # 15389

F. Ernest Boyer, et al

Mazie I. Boyer

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of April, 1964. The first insertion being made the 19th day of March, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 6378

61

F. ERNEST BOYER, et al	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
MAZIE I. BOYER, et al	:	NO. 15,389 EQUITY

: :

PETITION FOR NOTICE TO CREDITORS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Marvin I. Anderson and John H. Hopkins, IV, Trustees, respectfully states.

1. That Wilfred Ernest Boyer, a son of Victoria Boyer died intestate in 1952, a resident of Florida, survived by his widow, Bessie T. Boyer and no children.

2. That Sarah Elizabeth Clerk, a daughter of Victoria Boyer, died intestate in 1958, a resident of Anne Arundel County, survived by a son, Elbert Clerk and four children of a deceased daughter, all of whom are parties to these proceedings.

3. That Rubert M. Boyer, a son of Victoria Boyer, died intestate in 1962, a resident of Anne Arundel County, survived by his widow, Mazie Boyer and two daughters, Bernice Stinchcomb and Goldie Berger, all of whom are parties to these proceedings.

4. That there has been no administration on any of the above named decedents in Anne Arundel County and no Notice to Creditors has been published prior to or since the filing of this action.

WHEREFORE, your Petitioners pray:

That they be allowed to run Notice to Creditors on Wilfred Ernest Boyer, Sarah Elizabeth Clark and Rubert M. Boyer, deceased, pursuant to Article 93, Section 124 of the Annotated Code of Maryland.

AND AS IN DUTY BOUND, ETC.

John H. Hopkins IV

Marvin I. Anderson

Trustees

FILED

1964 MAY 21 PM 2:54

62

BOOK 156 PAGE 276

F. ERNEST BOYER, et al	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
MAZIE I. BOYER, et al	:	NO. 15,389 EQUITY

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

NOTICE TO CREDITORS

ORDERED this 21st day of May, 1964, by the Circuit Court for Anne Arundel County, in Equity, that Marvin I. Anderson and John H. Hopkins, IV, Trustees, in the above styled case, give notice to all persons having claims against the Estates of Wilfred Ernest Boyer, Sarah Elizabeth Clark and Rubert M. Boyer, deceased, to file their claims, properly authenticated with the Clerk of this Court on or before the 21st day of August, 1964, by causing this Order to be published in a newspaper published in Anne Arundel County, once a week for four successive weeks before the 21st day of June, 1964.

George Sachse
Judge

Copy of Notice to Creditors received this 22 day of May, 1964, for Evening Capital.

PER: Edward A. Tuckmaster

FILED

1964 MAY 21 PM 3:37

63

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 15,389 EQUITY
F. ERNEST BOYER, et al
versus
MAZIE I. BOYER, et al

Notice To Creditors

ORDERED this 21st day of May, 1964, by the Circuit Court for Anne Arundel County, in Equity, that Marvin I. Anderson and John H. Hopkins, IV, Trustees, in the above styled case, give notice to all persons having claims against the Estates of Wilfred Ernest Boyer, Sarah Elizabeth Clark and Rubert M. Boyer, deceased, to file their claims, properly authenticated with the Clerk of this Court on or before the 21st day of August, 1964, by causing this Order to be published in a newspaper published in Anne Arundel County, once a week for four successive weeks before the 24th day of June, 1964.

GEORGE SACHSE
Judge

True Copy, TEST:
LOUIS N. PHIPPS, Clerk Ju-13

FILED

1964 JUN 15 PM 2:15

No. E. C. 6697

64

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 217

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 13, 1964

We hereby certify, that the annexed

Notice to Creditors
Eq. 15,389
F. Ernest Boyer
Mazie I. Boyer et al

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of December, 1964. The first insertion being made the 23rd day of May, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 156 PAGE 278

F. Ernest Boyer, et ux	:	IN THE CIRCUIT COURT
Plaintiffs	:	FOR
vs	:	ANNE ARUNDEL COUNTY
Mazie I. Boyer, Widow et al	:	No. 15,389 Equity
Defendants	:	

:::::

ORDER TO ENTER APPEARANCE

Mr. Clerk:

Please enter my appearance, as co-counsel for Yale Gordon.

Noah A. Hillman

Noah A. Hillman
Maryland Hotel Building
Annapolis, Maryland
Col. 3-3131
Co-counsel for Yale Gordon

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

Filed July 21, 1964
REW

65

BOOK 156 PAGE 279

In the Case of

F. ERNEST BOYER, ET UX, ET AL

vs.

MAZIE I. BOYER, ET AL

In the

Circuit Court

For

Anne Arundel County

No. 15,389 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 21 PM 4:01

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 7th 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.

Clerk
Per: , deputy

FILED
1964 OCT -7 AM 11:13

66

Dr. F. Ernest Boyer et al

VS

Mazie I. Boyer, widow et al

In Acct. with John H. Hopkins, IV and Marvin I. Anderson, Trustees

						Cr.	
	Amount of Sale as per Trustees' Report						
	of Sale filed			48,000	00		
	Interest on deferred payment of $47,000.00						
	from 3/10/64 to 8/14/64 - less $470.00						
	as per Stipulation and Order of Court			736	33		
						48,736	33
To	Trustees for Commissions, viz	1,254	73				
	Trustees, Counsel fee - Court Order						
	8/26/64	2,500	00				
				3,754	73		
To	Trustees for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Defendant's Solicitor appearance fee	10	00				
	Clerk, court costs	164	50				
	Sheriff's costs	30	50				
	Emanuel Klawans, Examiner's fee	25	00				
	Shirley Miller, Stenographer's fee	12	00				
	Ernest Florestano, Guardian ad litem	4	00				
	Auditor, this account	150	00				
				406	00		
To	Trustees for expenses, viz						
	Capital-Gazette Press - Advertising Sale	87	50				
	Capital-Gazette Press - Order Nisi, Sale	15	00				
	Capital-Gazette Press - Advertising -						
	Notice to Creditors	20	00				
	Speer Publications - Handbills	18	03				
	George W. Scible - auctioneers fee	500	00				
	Edward Hall III - Survey fee	400	00				
	Globe Indemnity Co. - Bond Premium	192	00				
	L. N. Phipps, Clerk - Certified copy of						
	Deed	2	25				

	Sheriffs Pinelles County, Florida -				
	Service charge	4	30		
	1963 County and State taxes	48	24		
	1964 County and State taxes adjustment				
	from 1/1/64 to 3/10/64	9	71		
				1,297	03
	Balance for distribution $43,278.57				
	DISTRIBUTION				
To	Heirs of Rubert M. Boyer, deceased son				
	of Victoria Boyer 1/8 - $5,409.83				
	Mazie I. Boyer, widow 1/3 - $1,803.28				
	less 1% Direct Inheritence tax 18.03				
	$1,785.25 ✓				
	Goldie B. Berger, daughter 1/3 $1,803.27				
	less 1% Direct Inheritence tax 18.03				
	$1,785.24 ✓				
	Bernice R. Stinchcomb, daughter 1/3				
	$1,803.27				
	less 1% inheritence tax (direct) 18.03				
	$1,785.24 ✓				
		5,355	73		
To	Ada May Chaney, daughter of Victoria				
	Boyer 1/8	5,409	82 ✓		
To	Heirs of Fulton Gwinn Boyer, deceased				
	son of Victoria Boyer 1/8 $5,409.82				
	F. Ernest Boyer, son ½ $2,704.91				
	less 1% Direct Inheritence tax 27.05				
	$2,677.86				
	Dora M. Hess, daughter, ½ $2,704.91				
	less 1% Direct Inheritence tax 27.05				
	$2,677.86 ✓				
		5,355	72		
To	Heirs of Sarah Elizabeth Clark, deceased				
	daughter of Victoria Boyer 1/8 $5,409.82				
	Elbert Clark, son ½ $2,704.91				
	less 1% Direct Inheritence tax 27.05				
	$2,677.86 ✓				
To	Heirs of Irma Hurt, deceased daughter, ½				
	$2,704.91				
	George Hurt, son 1/5 $ 540.99				
	less 1% Direct Inheritence tax 5.41				
	$ 535.58 ✓				

	$ 535.58 ✓			
John C. Hurt, son 1/5	$ 540.98			
less 1% Direct Inheritence tax	5.41			
	$ 535.57 ✓			
Clark Hurt, son 1/5	$ 540.98			
less 1% Direct Inheritence tax	5.41			
	$ 535.57 ✓			
Wayne Hurt, son 1/5	$ 540.98			
less 1% Direct Inheritence tax	5.41			
	$ 535.57 ✓			
Jean Hurt, daughter 1/5	$ 540.98			
less 1% Direct Inheritence tax	5.41			
	$ 535.57 ✓			
		5,355	72	
To Heirs of Rezin D. Boyer, deceased son of				
Victoria Boyer 1/8	$5409.82			
Edna E. Boyer, widow 1/3	$1803.28			
less 1% Direct Inheritence tax	18.03			
	$1785.25 ✓			
William D. Boyer, son 1/3	$1,803.28			
less 1% Direct Inheritence tax	18.03			
	$1,785.25 ✓			
OK ELEANOR ~~Elizabeth~~ B. Gunther, daughter 1/3				
	$1,803.27			
less 1% Direct Inheritence tax	18.03			
	$1,785.24 ✓			
		5,355	74	
To Dora Idella Dee, daughter of Victoria				
Boyer 1/8		5,409	82	✓
To Heirs of Charles T. Boyer, deceased son				
of Victoria Boyer 1/8	$5,409.82			
Ella M. Boyer, widow 1/3	$1,803.28 ✓			
Violet V. Small, daughter 2/3	$3,606.54 X			
		5,409	82	
To Heirs of Wilfred Ernest Boyer, deceased				
son of Victoria Boyer 1/8	$5,409.82			
Bessie T. Boyer, widow, $2,000.00;				

plus ½ of residue $3,704.91

less 1% Direct Inheritence tax 37.05

$3,667.86 ✓

Remainding ½ of residue ($1,704.91) to surviving brothers and sisters and descendents of deceased brothers and sisters, viz

1/7 ($243.56) to heirs of Rubert M. Boyer, deceased brother

Mazie I. Boyer, widow 1/3 $ 81.18 ✓

Goldie B. Berger, daughter 1/3 $ 81.19 ✓

Bernice R. Stinchcomb, daughter 1/3 $ 81.19 ✓

1/7 to Ada May Chaney, sister $ 243.55

less 7½% Collateral Inheritence tax 18.27

$ 225.28 ✓

1/7 ($243.56) to Heirs of Fulton Gwinn Boyer, deceased brother, viz

F. Ernest Boyer, son ½ $ 121.78 ✓

Dora M. Hess, daughter, ½ $ 121.78 ✓

1/7 ($243.56) to heirs of Sarah Elizabeth Clark, deceased sister, viz

Elbert Clark, son ½ $ 121.78 ✓

George Hurt, grandson 1/10 $ 24.36 ✓

John C. Hurt, grandson 1/10 $ 24.36 ✓

Clark Hurt, grandson 1/10 $ 24.36 ✓

Wayne Hurt, grandson 1/10 $ 24.35 ✓

Jean Hurt, granddaughter 1/10 $ 24.35 ✓

1/7 ($243.56) to heirs of Rezin D. Boyer, deceased brother, viz

Edna E. Boyer, widow 1/3 $ 81.18 ✓

William D. Boyer, son 1/3 $ 81.19 ✓

Eleanor B. Gunther, daughter 1/3 81.19 ✓

1/7 to Dora Idella Dee, sister $ 243.56

less 7½% Collateral Inheritence tax 18.27

$ 225.29 ✓

	1/7 ($243.56) to heirs of Charles T.						
	Boyer, deceased brother, viz						
	Ella M. Boyer, widow 1/3	$ 81.18	✓				
	Violet V. Small, daughter 2/3	$ 162.38	✓				
			5,336	23			
To	Register of Wills for Anne Arundel						
	County						
	Direct Inheritence tax	$ 253.43					
	Collateral Inheritence tax	$ 36.54					
			289	97	✓		
					43,278	57	
						48,736	33

All of which is respectfully submitted.

.....

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this.....day of.....19....., that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY, MARYLAND

BOOK 156 PAGE 285

SITTING AS A COURT OF EQUITY

IN THE MATTER OF A DEED OF TRUST FROM RUTH LONG LEGGETT, divorced and not remarried to NATHANIEL J. TAUBE and FRANK SPINETTA, Trustees	EQUITY NO. 16,451

PROCEEDINGS TO FORECLOSE DEED OF TRUST DATED October 24, 1963 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1721 at Folio 487.

Mr. Clerk:

Kindly docket suit in the above entitled cause, file the Deed of Trust handed you herewith, affidavit and bond when approved.

ROBERT H. SYMONDS,
SOLICITOR FOR NOTEHOLDER
1335 Holton Lane
Langley Park, Maryland
439-4704

FILED
1964 JUL -6 AM 9:43

FILED
1964 JUL -2 AM 9:27

MARYLAND DEED OF TRUST

BOOK 156 PAGE 286
BOOK 1721 PAGE 487

LERNER LAW BOOK CO. BLANK NO. 1002-A
509 E St., N. W., Washington 1, D. C.

This Deed

No. 16,454 Equity

Made this 24th **day of** October **, A. D. 19** 63 **, by and between**

RUTH LONG LEGGETT, divorced and not remarried,

part y **of the first part, and**

NATHANIEL J. TAUBE and FRANK SPINETTA, Trustees,

part ies **of the second part:**

Whereas, the said party of the first part is **justly indebted unto** ELIZABETH F. TAUBE and MARIE E. SPINETTA, T/A ELMA COMPANY, SECTION 4 **in the full sum of** TWO THOUSAND SEVEN HUNDRED SIX AND 08/100---------- **Dollars** *with interest until paid, at the rate of* SIX (6%) *per centum per annum, for deferred purchase money for which amount the said part* y *of the first part ha* s *executed and delivered* her *promissory note bearing even date with these presents, payable to* ELIZABETH F. TAUBE and MARIE E. SPINETTA, T/A ELMA COMPANY, SECTION4 *said principal and interest payable* $ 27.00 *per month (with the full privilege of making larger payments in any amount) on the* 1st commencing November 1, 1963 *day of each and every month after date until paid. Each installment when so paid to be applied first to the payment of the interest on the amount of the principal remaining unpaid and the balance thereof credited to the principal. Default in any installment or prior lien or encumbrance or taxes or assessments on the hereinafter described property when the same become due and payable shall cause all remaining unpaid installments to immediately become due and payable at the option of the holder of the aforesaid note, anything herein contained to the contrary notwithstanding.*

Said note has been identified by the Notary Public taking the acknowledgment to these presents.

It is understood and agreed that the entire balance of unpaid principal and interest shall all become due and payable seven (7) years from the date hereof, anything contrary above notwithstanding.

It is understood and agreed that the maker of the note secured by this Deed of Trust agrees to pay to the holder of said note, the sum of $79.50 representing the monthly payment ~~thereon~~ on the first trust secured on the hereinafter described property. The holder of the note ~~xxxx~~ agrees to pay ~~xx~~ the said $79.50 to the holder of the first trust.

And Whereas, *the part*y *of the first part desire 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 part* ies *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 part* y *of the first part, in consideration of the premises, and of one dollar lawful money of the United States of*

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1964 JUL -6 AM 9:43

14069

2

3

BOOK 1721 PAGE 488 BOOK 156 PAGE 287

America to them *in hand paid by the part* ies *of the second part the receipt of which before the sealing and delivery of these presents is hereby acknowledged ha* ve *granted and do hereby grant unto the part* ies *of the second part the following described land and premises, situate in the County of* Anne Arundel *State of Maryland, known and distinguished as* follows:

Lot numbered Ten in Block numbered Forty-two (42) in the subdivision known as PLAT OF HARUNDALE, SECTION 5, as per plat recorded in Plat Book 20 at Plat 28, among the Land Records of Anne Arundel County, Maryland.

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the part y *of the first part of, in, to, or out of the said land and premises.*

In and Upon the Trusts, Nevertheless, *hereinafter declared; that is to say: IN TRUST to permit said* party of the first part, her heirs *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* his, her or *their sole use and benefit, until default be made in the payment of* said *promissory note hereby secured or any installment of interest thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same as hereinafter provided.*

And *upon the full payment of all 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, her heirs *or assigns, at* his, her or *their cost.*

And Upon This Further Trust, *upon any default or failure being made in the payment of* said *note 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 therefor, of any money advanced as herein provided for, or of any proper cost, charge, commission, or expense in and about the same, then and at any time thereafter the said part* ies *of the second part or the trustee* s *acting in the execution of this trust shall have the power and it shall be* their *or his duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the part*ies *of the second part or the trustee*s *acting in the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost, of the purchaser, 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, including all fees and costs herein provided for, and all moneys advanced for taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission of* 5 *per centum on the amount of the said sale or sales:* SECONDLY, *to pay whatever may then remain unpaid of said* promissory *note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note be and become immediately due and payable at the election of the holder thereof; and,* LASTLY, *to pay the remainder of said proceeds, if any there be, to said* party of the first part, her heirs *or assigns, upon the delivery and surrender to the purchaser, his, her or their heirs or assigns, of possession of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.*

And *the said* party of the first part *do*es *hereby agree at* his, her or ~~their~~ *own cost, during all the time wherein any part of the matter hereby secured shall be unsettled or unpaid to keep the said improvements insured against loss by fire in the full sum of* TWO THOUSAND SEVEN HUNDRED SIX AND 08/100---*dollars, in the name and to the satisfaction of the part*ies *of the second part, or substituted trustee, in such fire insurance company or companies as the said part*ies *of the second part may select, who shall apply whatever may be received therefrom to the payment of the matter hereby secured, whether due or not, unless the party entitled to receive shall waive the right to have the same so applied; and also to pay all taxes and assessments, both general and special, that may be assessed against, or become due on said land and premises during the continuance of this trust and that upon any neglect or default to so insure, or to pay taxes and assessments, any party hereby secured may have said improvements insured and pay said taxes and assessments, and the expenses thereof shall be a charge hereby secured and bear interest at the rate of six per centum per annum from the time of such payment.*

And *it is further agreed that if the said property shall be advertised for sale, as herein provided, and not sold, the trustee or trustees acting shall be entitled to one-half the commission above provided, to be computed on the amount of the debt hereby secured.*

And *the said part* y *of the first part covenant that* she *will warrant specially the land and premises hereby conveyed, and that* she *will execute such further assurances of said land as may be requisite or necessary.*

In Witness Whereof, *the said part* y *of the first part ha* s *hereunto set* her *hand* s *and seal on the day and year first hereinbefore written.*

Signed, sealed and delivered in the presence of—

Mitchell C. Rasberry
MITCHELL C. RASBERRY

Ruth Long Leggett [SEAL]
RUTH LONG LEGGETT

[SEAL]

[SEAL]

[SEAL]

5

BOOK 156 PAGE 289

United States of America

BOOK 1721 PAGE 490

STATE OF MARYLAND

COUNTY OF MONTGOMERY, ss:

On this 24th day of October 1963, before me, MITCHELL C. RASBERRY the subscriber, personally appeared RUTH LONG LEGGETT XXXXXXX known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

950

Mitchell C. Rasberry

MITCHELL C. RASBERRY, Notary Public
NOTARY PUBLIC
My Commission Expires May 3, 1965

My commission expires on the ..... day of ..... A. D., 19.....

Rec'd for record [illegible] 1963. at [illegible] M.

Mailed to Elma Company

Deed of Trust

MARYLAND

RUTH LONG LEGGETT

TO

NATHANIEL J. TAUBE AND

FRANK SPINETTA

Trustees.

Received for Record on the ..... day of ..... A. D. 19.....

Transcribed for Record 24th Day of October 1963 at 10 M. and recorded in Liber No. ..... at Folio ..... one of the Land Records for ..... County

LOUIS N. PHIPPS, Clerk

County, State of Maryland.

Clerk.

950

MAIL TO: ELMA COMPANY
1725 DeSales Street, N. W.
Washington 6, D. C.

EFB-6445

Sold by Lerner Law Book Co. 509 E St. N.W., Washington 1, D. C.

BOOK 156 PAGE 290

AFFIDAVIT

No. 10 to 4 - Equity

STATE OF MARYLAND

COUNTY OF ~~ANNE ARUNDEL~~ Prince Georges

The undersigned, ROBERT H. SYMONDS, does hereby certify:

That as of July 1, 1964, he was the attorney for the holders of a second Deed of Trust note secured on property located in Anne Arundel County, Maryland described as follows:

> LOT 10 in BLOCK 42 in the subdivision known as Plot of Harundale Section 5, per plat of said subdivision recorded in Plat Book 20 at Plat 28, one of the Land Records for Anne Arundel County, Maryland.

That said Deed of Trust was dated October 24, 1963 and recorded in Liber 1721 at Folio 487 among the Land Records of Anne Arundel County, Maryland;

That as of July 1, 1964, the principal amount due and payable on said note was $9,200.13;

Further, that interest was due on said note at the rate of six per cent from October 24, 1963.

Plus $ 63.64 advanced to the holder of the note secured by the First Trust against said property.

Robert H. Symonds
ROBERT H. SYMONDS

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public in and for the aforesaid State and County of Montgomery this 2nd day of July, 1964.

Mitchell C. Rasberry
Notary Public

MITCHELL C. RASBERRY
NOTARY PUBLIC
My Commission Expires May 3, 1966

FILED
1964 JUL -6 AM 9:43

6

BOND NO. _____

BOOK 156 PAGE 291

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

BOOK 12 PAGE 438

ANNE ARUNDEL

IN THE CIRCUIT COURT FOR ~~PRINCE GEORGE'S~~ COUNTY, MARYLAND

NATHANIEL J. TAUBE and
FRANK SPINETTA, Trustees,
Plaintiffs.

vs.

RUTH LONG LEGGETT, Unmarried,
Defendant.

Equity No. 16,454

FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Nathaniel J. Taube and Frank Spinetta, Trustees 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 FOUR THOUSAND AND NO/100ths ---------- ($4,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 18th day of June in the year of our Lord One Thousand Nine Hundred and Sixty-four.

Whereas, the above bounden Nathaniel J. Taube and Frank Spinetta, Trustees by virtue of the power contained in a ~~mortgage~~--deed of trust from Ruth Long Leggett, Unmarried, to the undersigned Trustees bearing date the _____ day of _____ and recorded among the ~~mortgage~~--deed of trust records of Anne Arundel County, Maryland in Liber No. 1721 folio 487 and the undersigned Trustees ~~is~~/are about to sell the land and premises described in said ~~mortgage~~--deed of trust, 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 Nathaniel J. Taube and Frank Spinetta, Trustees do and shall well and truly and faithfully perform the trust reposed in them 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 remain in full force and virtue in law.

In Testimony Whereof, the above bounden Nathaniel J. Taube and Frank Spinetta, Trustees ~~has~~ have hereto set their hands and Seals 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
(As to Both)

_____ (SEAL)
(Nathaniel J. Taube, Trustee)

_____ (SEAL)
(Frank Spinetta, Trustee)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BY: _____
Roberta B. L. Plummer, Attorney-in-Fact.

As to Surety:

_____
(Clarence B. Plummer)

FILED

1964 JUL -6 AM 9:43

Bond approved this 6th day of July 1964

_____, Clerk

G1121—25M, 5-62 160744

BOOK 156 PAGE 292

AMENDED AFFIDAVIT

STATE OF MARYLAND
COUNTY OF PRINCE GEORGE'S

The undersigned, Robert H. Symonds, does hereby certify:

That as of July 1, 1964, he was the attorney for the noteholders of a note secured by a second Deed of Trust on property located in Anne Arundel County, Maryland, described as follows:

> Lot 10 in Block 42 in the subdivision known as Plat of Harundale, Section 5, per plat of said subdivision recorded in Plat Book 20 at Plat 28, one of the Land Records for Anne Arundel County, Maryland.

That said Deed of Trust was dated October 24, 1963 and recorded in Liber 1721 at Folio 487 among the Land Records of Anne Arundel County, Maryland;

That as of July 1, 1964, the principal amount due and payable on said note was $2,706.08 with interest at the rate of 6% from October 24, 1963.

Plus $636.00 advanced to the holder of the note secured by the First Trust against said property.

ROBERT H. SYMONDS

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public in and for the aforesaod State and County, this 7th day of July, 1964.

NOTARY PUBLIC

NEAL HAMBLETON
NOTARY PUBLIC
My Commission Expires May 3, 1965

2706.08
636.00
3342.08

FILED
1964 JUL -8 PM 2:56

8

Trustees Sale

VALUABLE, IMPROVED REAL ESTATE

located in Anne Arundel County, Maryland, improved by premises known as 1700 Kirk Road, Glen Burnie, Maryland.

By virtue of the power and authority contained in a Deed of Trust from RUTH LONG LEGGETT, divorded and not remarried, to the undersigned Trustees, dated October 24, 1963 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1721 at Folio 487 and at the request of the parties secured thereby, default having occurred in the terms and conditions thereof, the undersigned Trustees named in said Deed of Trust will sell at public auction in front of the Courthouse in Annapolis, Maryland on

Wed., July 8, 1964

at 3:00 P.M.

Eastern Daylight Savings Time

all that property in said Deed of Trust, described as follows:

Lot numbered Ten (10) in Block numbered Forty-two (42) in the subdivision known as PLAT OF HARUNDALE, SECTION 5, as per plat recorded in Plat Book 20 at Plat 28, among the Land Records of Anne Arundel, Maryland

The property is improved by a steel and brick dwelling containing three (3) bedrooms, 1 bath, living room, dining area and kitchen, with hot water heat.

TERMS OF SALE: A cash deposit of $500.00 will be required at the time of sale, the balance to be payable within five (5) days after the ratification of the sale by the Circuit Court for Anne Arundel County, Maryland.

The cost of conveyancing, recording, notary fees, state and federal revenue stamps, title examination and transfer tax will be at the cost of the purchaser.

Compliance with terms of sale shall be made within five (5) days after final ratification of sale or deposit shall be forfeited and the property resold at the risk and cost of the defaultant purchaser. The property will be sold subject to a prior encumbrance, the terms and conditions of which will be announced at the time of sale.

Nathaniel J. Taube, Trustee

Frank Spinetta, Trustee

Ju-2

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 293

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1964

We hereby certify, that the annexed

Trustee's Sale

1700 Kirk Road

Ruth Long Leggett

No. 16,454 Eq.

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 8th day of July, 1964. The first insertion being made the 18th day of June, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1964 JUL -9 PM 2:40

By A. Pilgrim

BOOK 156 PAGE 294

In the Matter of a Deed of Trust
from Ruth Long Leggett, Divorced
to
Nathaniel J. Taube and
Frank Spinetta, Trustees

Equity No. 16454

This is to certify that the property described in the attached advertisement was sold at pulic auction to: Elizabeth F. Taube and Marie E. Spinetta
t/a Elmo Company

for..... $1750.00
Subject to a first trust of $9188.14

Robert H. Campbell, Auctioneer

FILED
1964 JUL 20 PM 2 16

Trustees' Sale

VALUABLE, IMPROVED REAL ESTATE

located in Anne Arundel County, Maryland, improved by premises known as 1700 Kirk Road, Glen Burnie, Maryland.

By virtue of the power and authority contained in a Deed of Trust from RUTH LONG LEGGETT, divorded and not remarried, to the undersigned Trustees, dated October 24, 1963 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1721 at Folio 487 and at the request of the parties secured thereby, default having occurred in the terms and conditions thereof, the undersigned Trustees named in said Deed of Trust will sell at public auction in front of the Courthouse in Annapolis, Maryland on

Wed., July 8, 1964
at 3:00 P.M.
Eastern Daylight Savings Time

all that property in said Deed of Trust, described as follows:

Lot numbered Ten (10) in Block numbered Forty-two (42) in the subdivision known as PLAT OF HARUNDALE, SECTION 5, as per plat recorded in Plat Book 20 at Plat 28, among the Land Records of Anne Arundel, Maryland

The property is improved by a steel and brick dwelling containing three (3) bedrooms, 1 bath, living room, dining area and kitchen, with hot water heat.

TERMS OF SALE: A cash deposit of $500.00 will be required at the time of sale; the balance to be payable within five (5) days after the ratification of the sale by the Circuit Court for Anne Arundel County, Maryland.

The cost of conveyancing, recording, notary fees, state and federal revenue stamps, title examination and transfer tax will be at the cost of the purchaser.

Compliance with terms of sale shall be made within five (5) days after final ratification of sale or deposit shall be forfeited and the property resold at the risk and cost of the defaultant purchaser. The property will be sold subject to a prior encumbrance, the terms and conditions of which will be announced at the time of sale.

Nathaniel J. Taube, Trustee

Frank Spinetta, Trustee

Jn-2

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY, MARYLAND

BOOK 156 PAGE 295

IN THE MATTER OF A DEED OF TRUST

from RUTH LONG LEGGETT, divorced and not remarried

to

NATHANIAL J. TAUBE and FRANK SPINETTA, Trustees

Equity No. 16454

AFFIDAVIT

Comes now Thomas J. Sweeney Agent for Purchasers, being first duly sworn under oath, and deposes and says;

1. That he is the purchaser from the Trustees of the property located at 1700 Kirk Road, Glen Burnie, Maryland.

2. That there are no other interested parties as principals in the purchase of the above-identified property.

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

Elizabeth F. Taube
Marie E. Spinetta leading as
Elma Company By [illegible]

Subscribed and sworn to before me this 15th day of July, 1964.

JUNE E. TERESHUK
NOTARY PUBLIC
My Commission Expires May 3, 1965

June E. Tereshuk
Notary Public

FILED

1964 JUL 20 PM 2:16

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting as a Court of Equity

BOOK 156 PAGE 296

IN THE MATTER OF A DEED OF TRUST

from RUTH LONG LEGGETT, divorced and not remarried

to

NATHANIEL J. TAUBE and FRANK SPINETTA, Trustees

Equity No. 16454

REPORT OF SALE

TO THE HONORABLE JUDGES OF SAID COURT:

The report of NATHANIEL J. TAUBE and FRANK SPINETTA, Trustees under a Deed of Trust from RUTH LONG LEGGETT, divorced and not remarried, dated October 24, 1963 and recorded in Liber 1721 at Folio 487 of the Land Records of Anne Arundel County, Maryland, respectfully shows:

That default having occurred in the terms and conditions of the herein referred to Deed of Trust and acting at the request of the party thereby secured, the undersigned Trustees after having given bond with security for the faithful performance of their trust, which bond was duly approved, and having complied with all prerequisites prescribed by law and said conveyance, and after having given notice of the manner, time, place and terms of sale by advertisements in serted in the ~~Colonial~~ Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, once a week for three (3) weeks before the date of sale, they did pursuant to said advertising on July 8, 1964 at the hour of 3:00 P.M. sell the property described as follows:

> Lot 10 in Block 42 in the subdivision known as Plot of Harundale Section 5, per plat of said subdivision recorded in Plat Book 20 at Plat 28, one of the Land records for Anne Arundel County, Maryland.

at and for the sum of $ 1750.00, subject to the balance of a Deed of Trust in the sum of ($9,188.14) Ninety One Hundred Eighty Eight and 14/100 to Elizabeth F Taube & Marie E Spinnetta T/A Elmo Company, being at the figure the highest bidder therefor, and the Trustees report that said sale was a fair and reasonable one, and that all the rules of the Court and the requirements of law were complied with in respect thereto, and that Frank Spinetta personally attended said sale, Nathaniel J. Taube was out of the jurisdiction.

FILED

1964 JUL 20 PM 2:16

and _____ personally attended said sale.

WHEREFORE, the Trustees pray that an order be passed ratifying the above sale and that they have such other and further relief as the nature of the case may require and to the Court may seem just and proper.

NATHANIEL J. TAUBE

FRANK SPINETTA

~~STATE OF~~
DISTRICT OF COLUMBIA:-
~~COUNTY OF~~

I hereby certify that on this 8th day of July, 1964, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared NATHANIEL J. TAUBE and FRANK SPINETTA, Trustees, 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, information and belief.

Frances R. Atwood, Notary Public, D. C.

My Commission Expires November 30, 1964

ORDER NISI

BOOK 156 PAGE 298

IN THE MATTER OF A DEED OF TRUST from RUTH LONG LEGGETT, divorced and not remarried to ~~xxxxxxx~~ versus NATHANIEL J. TAUBE and FRANK SPINETTA, Trustees

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,454 Equity

Ordered, this 20th day of July, 1964, That the sale of the property in these proceedings mentioned made and reported by Nathaniel J. Taube and Frank Spinetta, Trustees

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 $ 1,750.00 subject to first trust of $9,188.14

Louis N. Phipps Clerk.

True Copy.
Robert H. Symonds
1335 Holton Lane, Langley Park
Md.
(Final Order)

TEST: Clerk.

For the Maryland Gazette, (July 23, Edition)

IN THE MATTER OF A DEED OF TRUST from RUTH LONG LEGGETT, divorced and not remarried ~~xxxxxx~~ to NATHANIEL J. TAUBE and FRANK SPINETTA, TRUSTEES

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

George Sachse
JUDGE.

FILED

1964 AUG 28 AM 11:35

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,454 Equity

In the Matter of a Deed of Trust from RUTH LONG LEGGETT, divorced and not remarried
to
NATHANIEL J. TAUBE and FRANK SPINETTA, Trustees

Ordered, this 20th day of July, 1964, That the sale of the property in these proceedings mentioned made and reported by Nathaniel J. Taube and Frank Spinetta, Trustees 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 $1,750.00 subject to first trust of $9,188.14.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk
A-6

1964 AUG 27 PM 2:36
FILED

No. M. G. 9222

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 299

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 25, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq 16,454
Ruth Long Leggett

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 August, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By R. Tubatt

BOOK 156 PAGE 300

In the Case of

IN THE MATTER OF A DEED OF TRUST FROM
RUTH LONG LEGGETT, DIVORCED AND NOT
MARRIED
~~vs.~~ TO
NATHANIEL J. TAUBE AND
FRANK SPINETTA, TRUSTEES

In the

Circuit Court

For

Anne Arundel County

No. 16,454 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 28 PM 12: 25

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 14th 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 N. Phipps
Clerk
Per: R. E. Wayson, deputy

FILED
1964 OCT 14 AM 10: 05

16

17

Dr. Mortgaged Real Estate of Ruth Long Leggett

BOOK 156 PAGE 301

In Acct. with Nathaniel J. Taube and Frank Spinetta, Trustees

Cr.

By	Amount of Sale as per Trustees' Report						
	of Sale filed			1,750	00		
By	Interest 6%, on deferred payment						
	$1,250.00 from 7/8/64 to 8/28/64			10	07		
						1,760	07
To	Trustees for commissions, as per terms						
	of Deed of Trust	87	50				
				87	50		
To	Trustees for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	50				
	Auditor, this account	25	00				
				63	50		
To	Trustees for expenses, viz						
	Capital-Gazette Press Inc.						
	Advertising and Nisi - Sale	70	14				
	Fidelity & Deposit Co. of Maryland -bond	16	00				
	Robert H. Campbell, auctioneer's fee	50	00				
				136	14		
To	Elizabeth F. Taube and Marie E.						
	Spinetta t/a Elma Company, Mortgagees,						
	on account of Mortgage claim	1,472	93				
				1,472	93		
						1,760	07
	Balance due on Deed of Trust as per						
	claim filed	3,342	08				
	Interest 6%, on $2,706.08 from 10/24/64						
	to 10/13/64	157	40				
		3,499	48				
	Credit amount allowed above	1,472	93				
	This amount subject to decree in personam	2,026	55				

14.50

BOOK 156 PAGE 302

MARY GREENE, LIVIA MELODY WOOMER (BY MARY GREENE, NEXT FRIEND) Rockview Beach Pasadena, Maryland	*	IN THE CIRCUIT COURT for
vs.	*	ANNE ARUNDEL COUNTY
LIVIA MELODY WOOMER Rockview Beach Pasadena, Maryland	*	EQUITY NO. 16,289

* * * * * * * * * *

FRIENDLY SUIT TO CORRECT TITLE TO REALTY

Mary Greene and Livia Melody Woomer, an infant, by Mary Woomer, next friend, by Harry C. Blumenthal, attorney, sue Livia Melody Woomer, an infant, and represent unto this Honorable Court:

1. That on February 15, 1963, Mary Greene, by deed recorded among the Land Records of Anne Arundel County in Liber LNP 1638, folio 5 conveyed Lots 52 and 53, Plat of Rock View Beach to Harry C. Blumenthal, Trustee, for the express purpose of reconveying the property to Mary Greene and Livia Melody Woomer (the daughter of Mary Greene) as joint tenants.

2. That on February 15, 1963, Harry C. Blumenthal, Trustee, did reconvey the aforesaid property to Mary Greene and Livia Melody Woomer, as joint tenants, recorded among the Land Records of Anne Arundel County in Liber LNP 1638, folio 7.

3. That the conveyance to Harry C. Blumenthal, Trustee, was in error, as Mary Greene intended the property to be conveyed to the Trustee for the purpose of said Trustee reconveying same to Mary Greene for life, with full powers to sell, lease, mortgage or otherwise dispose of said property, remainder to Livia Melody Woomer.

FILED

1964 APR 22 AM 9:40

LAW OFFICES
C. BOWIE ROSE
30 BALTIMORE-ANNAPOLIS
BLVD., N.W.
GLEN BURNIE, MARYLAND
SOUTHFIELD 6-6800

1

4. That Mary Greene did not realize that the result of the aforesaid deeds would grant to her a joint tenancy with her daughter, Livia Melody Greene, a minor, nor did the Trustee know the apparent ~~interest~~ In Tenant of Mary Greene.

Wherefore, your petitioners ask that this Court pass an Order authorizing Mary Greene individually and Mary Greene as Guardian and Next Friend of Livia Melody Woomer, a minor, to convey the aforesaid property to a Trustee to immediately reconvey same to Mary Greene for life, with full powers to sell, lease, mortgage or otherwise dispose of said property, remainder to Livia Melody Woomer.

And as in duty bound, etc.

Harry C. Blumenthal
30 Balto. Annap. Blvd. NW.
Glen Burnie, Maryland
SOuthfield 6-6800
Attorney for Plaintiff

TO LOUIS N. PHIPPS
Clerk of the Circuit Court For Anne Arundel County

Please docket this suit, by consent; enter the appearance of Harry C. Blumenthal for the Defendant, and enter the plea that the Defendant admits all of the allegations alleged in the aforesaid petition, and joinder of issue thereon.

Harry C. Blumenthal
Attorney for Plaintiff and
Defendant

LAW OFFICES
C. BOWIE ROSE
30 BALTIMORE-ANNAPOLIS
BLVD., N.W.
GLEN BURNIE, MARYLAND
SOUTHFIELD 6-6800

BOOK 156 PAGE 304

MARY GREENE, LIVIA MELODY WOOMER (BY MARY GREENE, NEXT FRIEND)	*	IN THE
	*	CIRCUIT COURT
	*	for
vs.	*	ANNE ARUNDEL COUNTY
LIVIA MELODY WOOMER	*	EQUITY NO. 16289

* * * * * * * * *

FRIENDLY SUIT, POWER OF ATTORNEY

Mary Greene individually and as next friend and Guardian ad Litem of Livia Melody Woomer, an infant, hereby appoints Harry C. Blumenthal as her attorney to petition the Circuit Court for Anne Arundel County, to correct errors in certain deeds as is more fully alleged in the petition attached hereto, and we authorize said attorney to compromise and settle said suit and to file the necessary proceedings in said Court, entering said suit and the cause of action, agreed and settled, on behalf of the said infant, said infant being both plaintiff and defendant in said suit.

Witness the hand and seal of Mary Greene this 21st day of April, 1964.

Mary Greene (SEAL)
Mary Greene
Individually and as Next Friend and Guardian ad Litem of Livia Melody Woomer.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, ss:

I hereby certify that before me, the subscriber, a Notary Public in and for the State and ~~County aforesaid~~ City of Baltimore, personally appeared Mary Greene who acknowledged the foregoing power of attorney to be her act as aforesiad.

Notary Public

1964 APR 22 AM 9:40

LAW OFFICES
C. BOWIE ROSE
30 BALTIMORE-ANNAPOLIS
BLVD., N.W.
GLEN BURNIE, MARYLAND
SOUTHFIELD 6-6600

3

BOOK 156 PAGE 305

MARY GREENE, LIVIA MELODY WOOMER (BY MARY GREENE, NEXT FRIEND)	*	IN THE
	*	
	*	CIRCUIT COURT
vs.	*	for
	*	
LIVIA MELODY WOOMER	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 16,259

* * * * * * * * * *

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM TO ANSWER FOR INFANT

To the Honorable, the Judge of Said Court:

The petition of Mary Greene, next friend of Livia Melody Woomer, infant, the party plaintiff and defendant in the above cause, respectfully represents:

1. That the said Livia Melody Woomer, defendant in said cause, being an infant, cannot answer this suit for herself; that the infant has no guardian within the jurisdiction of this Court to answer the suit for her.

Your petitioner therefore prays your Honor to appoint a guardian ad litem to appear and answer for said infant.

And as in duty bound, etc.

Harry C. Blumenthal
Harry C. Blumenthal
Attorney for Petitioner

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, ss:

I hereby certify that before me, a Notary Public in and for the State and County aforesaid, personally appeared Mary Woomer by Harry C. Blumenthal, her attorney in fact and she acknowledged the aforegoing Petition and allegations therein to be her act. of said attorney.

Ernest J. Charlton
Notary Public

NOTARY PUBLIC ★ ANNE ARUNDEL COUNTY, MD. ★ ERNEST J. CHARLTON

LAW OFFICES
C. BOWIE ROSE
30 BALTIMORE-ANNAPOLIS
BLVD., N.W.
GLEN BURNIE, MARYLAND
SOUTHFIELD 6-6800

4

BOOK 156 PAGE 306

ORDER APPOINTING GUARDIAN AD LITEM

Ordered this 22nd day of April, 1964, by the Circuit Court of Anne Arundel County, upon the aforegoing Petition and affidavit, that Mary Greene be, and she is hereby appointed guardian ad litem to appear and answer for Livia Melody Woomer, infant, defendant in the above cause.

O. Bowie Duckett

Judge

LAW OFFICES
C. BOWIE ROSE
30 BALTIMORE-ANNAPOLIS
BLVD., N.W.
GLEN BURNIE, MARYLAND
SOUTHFIELD 6-6600

FILED

1964 APR 22 AM 9:49

5

BOOK 156 PAGE 307

MARY GREENE, LIVIA MELODY WOOMER (BY MARY GREENE, NEXT FRIEND)	*	IN THE CIRCUIT COURT
vs.	*	for
LIVIA MELODY WOOMER	*	ANNE ARUNDEL COUNTY EQUITY NO. 16789

* * * * * * *

ANSWER OF INFANT BY GUARDIAN

The answer of Livia Melody Woomer, infant, by Mary Greene, guardian ad litem, duly appointed by order of this Court to the bill of complaint of Mary Greene and Livia Melody Woomer by Mary Greene, next friend, represents unto this Court:

1. That the infant admits the allegations of the Bill of Complaint and submits her rights thereunder to the protection of this Court.

And as in duty bound, etc.

Harry C Blumenthal
Attorney for Defendant

LAW OFFICES
C. BOWIE ROSE
30 BALTIMORE-ANNAPOLIS
BLVD., N.W.
GLEN BURNIE, MARYLAND
SOUTHFIELD 6-6600

6

BOOK 156 PAGE 308

MARY GREENE, LIVIA MELODY WOOMER (BY MARY GREENE, NEXT FRIEND)	*	IN THE CIRCUIT COURT
vs.	*	for
LIVIA MELODY WOOMER	*	ANNE ARUNDEL COUNTY EQUITY NO. 16,289

* * * * * * * * *

O R D E R

The above cause having been considered this 22nd day of April, 1964, it is hereby Ordered that Mary Greene individually and as guardian and next friend of Livia Melody Woomer, infant, convey Lots 52 and 53, Plat of Rock View Beach, more fully described in a deed recorded among the Land Records of Anne Arundel County in Liber LNP 1638, folio 7, to a Trustee for the purpose of immediately reconveying same to Mary Greene for life with full powers to sell, lease, mortgage, or otherwise dispose of the said property, remainder to Livia Melody Woomer.

D Bowie Duckett

Judge

LAW OFFICES
C. BOWIE ROSE
30 BALTIMORE-ANNAPOLIS
BLVD., N.W.
GLEN BURNIE, MARYLAND
SOUTHFIELD 6-6800

FILED

1964 APR 22 AM 9:50

7

MARY GREENE : BOOK 156 PAGE 309 IN THE

: CIRCUIT COURT

VS. : FOR

: ANNE ARUNDEL COUNTY

LIVIA MELODY WOOMER : Equity No. 16,289

: : : : : : : : : :

PETITION FOR AUTHORITY
TO FILE SUPPLEMENTAL BILL OF COMPLAINT

The Petition of Mary Greene, by Harry C. Blumenthal, her solicitor, respectfully shows:

1. That since the filing of the original Friendly Suit To Correct Title To Realty, the Title Guarantee Company, upon which the Petitioner relies for title insurance, has stated that it will only insure said title upon the taking of testimony in open court as to the facts and circumstances of the above entitled cause.

WHEREFORE, your Petitioner prays this Court to pass an appropriate Order in the premises.

AND IN DUTY BOUND, etc.

Harry C. Blumenthal

Harry C. Blumenthal
30 Baltimore-Annapolis Blvd., N. W.
Glen Burnie, Maryland
SOuthfield 6-6800
Solicitor for Petitioner

Mary Greene

Mary Greene

ORDER

Upon the aforegoing Petition, it is this 25th day of June, 1964, by the Circuit Court for Anne Arundel County, in Equity, Ordered that leave be granted to Mary Greene, Complainant herein, to file a Supplemental Bill of Complaint to Correct Title To Realty and to take testimony in this case.

C. Bowie Rose

Judge

FILED
1964 JUN 25 PM 1:45

FILED
1964 JUN 25 PM 1:20

LAW OFFICES
C. BOWIE ROSE
0 BALTIMORE-ANNAPOLIS
BLVD., N.W.
GLEN BURNIE, MARYLAND
SOUTHFIELD 6-6800

BOOK 156 PAGE 310

MARY GREENE	:	IN THE
	:	CIRCUIT COURT
VS.	:	FOR
LIVIA MELODY WOOMER (Infant)	:	ANNE ARUNDEL COUNTY
	:	Equity No. 16,289

: : : : : : : : :

AMENDED FRIENDLY SUIT TO CORRECT TITLE TO REALTY

Mary Greene, by Harry C. Blumenthal, her solicitor, sues Livia Melody Woomer, an infant, and represents unto this Honorable Court:

1. That on February 15, 1963, Mary Greene, by deed recorded among the Land Records of Anne Arundel County in Liber LNP 1638, folio 5 conveyed Lots 52 and 53, Plat of Rock View Beach to Harry C. Blumenthal, Trustee, for the express purpose of reconveying the property to Mary Greene and Livia Melody Woomer, (the infant daughter of Mary Greene) as joint tenants.

2. That on February 15, 1963, Harry C. Blumenthal, Trustee, did reconvey the aforesaid property to Mary Greene and Livia Melody Woomer, as joint tenants, recorded among the Land Records of Anne Arundel County in Liber LNP 1638, folio 7.

3. That the conveyance to Harry C. Blumenthal, Trustee, was in error, as Mary Greene intended the property to be conveyed by the Trustee for the purpose of said Trustee reconveying same to Mary Greene for life, with full powers to sell, lease, mortgage or otherwise encumber the same except by Last Will and Testament, remainder to Livia Melody Woomer.

4. That Mary Greene did not realize that the result of the aforesaid deeds would grant to her a joint tenancy with her daughter, Livia Melody Greene, a minor, nor did the Trustee know the apparent intent of Mary Greene.

FILED
1964 JUN 25 PM 1:20

LAW OFFICES
C. BOWIE ROSE
3D BALTIMORE-ANNAPOLIS
BLVD., N.W.
GLEN BURNIE, MARYLAND
SOUTHFIELD 6-6800

Wherefore, your petitioner prays that the Order passed by this Court on April 22, 1964 be revoked and rescinded and that this Court pass an Order appointing a Trustee to convey the aforesaid property to Mary Greene for life, with full powers to sell, lease, mortgage or otherwise encumber same except by Last Will and Testament, remainder to Livia Melody Woomer.

And as in duty bound, etc.

Mary Greene
Mary Greene

Harry C. Blumenthal
Harry C. Blumenthal
30 Balto. Annap. Blvd., N.W.
Glen Burnie, Maryland
SOuthfield 6-6800
Solicitor for Plaintiff

LAW OFFICES
C. BOWIE ROSE
0 BALTIMORE-ANNAPOLIS
BLVD., N.W.
GLEN BURNIE, MARYLAND
SOUTHFIELD 6-6800

10

BOOK 156 PAGE 312

MARY GREENE : IN THE

: CIRCUIT COURT

VS. : FOR

: ANNE ARUNDEL COUNTY

LIVIA MELODY WOOMER : Equity No. 16,289

: : : : : : : : : :

MOTION FOR ORDER APPOINTING GUARDIAN AD LITEM

Mary Greene, Complainant, by Harry C. Blumenthal, her solicitor, moves for the appointment of a guardian ad litem to represent Livia Melody Woomer, a minor.

1. Livia Melody Woomer has been duly summonded as defendant in the above entitled case.

2. Livia Melody Woomer has no legal guardian within the jurisdictions of this Court.

3. Movant suggests as guardian ad litem, Kermit Fawthrop.

Mary Greene
Mary Greene

ORDER

Upon the motion of Mary Greene, Plaintiff, to appoint a guardian ad litem for Livia Melody Woomer, Defendant, minor, it is this 25th day of June, 1964.

ORDERED by the Circuit Court for Anne Arundel County that Kermit Fawthrop is hereby appointed guardian ad litem to represent Livia Melody Woomer, a minor.

C. Bowie Duckett
Judge

FILED
1964 JUN 25 PM 1:20

FILED
1964 JUN 25 PM 1:45

LAW OFFICES
C. BOWIE ROSE
30 BALTIMORE-ANNAPOLIS
BLVD., N.W.
GLEN BURNIE, MARYLAND
SOUTHFIELD 6-6800

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BOOK 156 PAGE 313

MARY GREENE	:	IN THE
	:	CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
LIVIA MELODY WOOMER	:	Equity No. 16,289

: : : : : : : : :

ANSWER OF INFANT BY GUARDIAN

The answer of Livia Melody Woomer, infant, by Kermit Fawthrop, guardian ad litem, duly appointed by order of this Court to the bill of complaint of Mary Greene, represents unto this Court:

1. That the allegations of the Bill of Complaint are neither admitted or denied, but that the rights of the Defendant are hereby submitted to the protection of the Court.

And as in duty bound, etc.

Kermit Fawthrop

Kermit Fawthrop

LAW OFFICES
C. BOWIE ROSE
30 BALTIMORE-ANNAPOLIS
BLVD., N.W.
GLEN BURNIE, MARYLAND
SOUTHFIELD 6-6800

FILED
1964 JUL -2 AM 9:14

MARY GREENE	*	IN THE
COMPLAINANT	*	CIRCUIT COURT
VS	*	FOR
LIVIA MELODY WOOMER	*	ANNE ARUNDEL COUNTY
RESPONDENT	*	EQUITY #16,289

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

TESTIMONY ON BEHALF OF THE COMPLAINANT

JULY 2, 1964

Present:

Harry C. Blumenthal, Solicitor for Complainant

John G. Rouse, Jr., Court Examiner and Master

Conchita D. Tuers, Court Reporter

Witnesses:

Harry C. Blumenthal, page 2

Mary Remko Woomer Greene, pages 3 - 5

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13

HARRY C. BLUMENTHAL, a witness of lawful age, having been duly sworn, deposes and says:

My name is Harry C. Blumenthal. I am an attorney in Glen Burnie, Maryland. I represent Mrs. Mary Greene.

In January or February of 1963, Mrs. Greene consulted with me about reconveying some property in which her husband had a dower interest so that the property would ultimately end up in her name and her infant daughter's name. Her infant daughter being Livia Melode Woomer, infant. We were successful in obtaining a release of dower by her husband, by Mrs. Greene's husband, and the property was conveyed to me, as Trustee. Whereupon, I immediately conveyed the property to Mrs. Greene and her infant daughter, Livia Melody Woomer, as Join Tenants.

Approximately a year subsequent to the transfer, it came to my knowledge that what Mrs. Greene had initially intended and throughout the year had always assumed that she had affected -- was that she would be a Life Tenant with full powers to encumber and transfer the property with remainder to her infant daughter. This was discovered at such time as she applied for a mortgage on the property.

Having consulted with the Title Guarantee Company in Baltimore City and following their recommendations and procedures, this testimony is being taken.

And at this time, I should like to call upon Mrs. Mary Greene to verify the facts and matters alleged in the petition.

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 Nancy Blanton

MARY REMKO WOOMER GREENE, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Blumenthal)

1 Mrs. Greene, would you state your full name and address?

A Mrs. Mary Remko Woomer Greene --

2 And your present address?

A Rockview Beach, Pasadena, Maryland, Box 350A, Rt. #11.

3 What isyour daughter's name?

A Livia Melody Woomer.

4 And she is a daughter by a former marriage?

A Yes.

5 And how old is she?

A She is 10.

6 In January or February of 1963, when you consulted with me concerning the transfer of this property into your name and your daughter's name, what were your intentions at that time?

A My intentions were always to be able to do what I wanted with the house. I wanted to have it mortgaged and I want to be able to do what I want.

(Mr. Rouse)

7 As long as you live and in case of your death, it would go to your daughter?

A That is right.

(Mr. Blumenthal)

8 And this is currently your intention at this time?

A Yes.

(Mr. Rouse)

9 And you went to see Mr. Blumenthal about this and you thought that he understood what you wanted?

A That is right.

10 Now Mrs. Greene, when you went to see Mr. Blumenthal about this, you told him that you wanted the property set up in such a way

16

that if anything happened to you, it belonged to your daughter, is that right?

A Yes.

11 And when he suggested that the easiest way to do this would be to have the property put in your name and your daughter's name as Joint Tenants, you thought that that meant that during your lifetime youwould have the right to sell or mortgage or dispose of the property in any manner that you saw fit?

A Yes.

12 And that if you hadn't done anything with it during your lifetime and then you died it would belong to your daughter?

A Yes.

13 And that was your intention all along that it be set up that way, is that correct?

A Yes.

14 Now the property that we are referring to is the property described as Lots 52 and 53 as shown on Plat of Rockview Beach, is that correct?

A Right.

15 And that property is described specifically in a deed recorded among the Land Records of Anne Arundel County in Liber LNP 1638 folio 5, is that right?

A Right.

(Mr. Blumenthal)

16 Mrs. Greene, specifically the manner in which you would like the property titled now would in your name for life with full powers to sell, mortgage, lease or otherwise encumber the same except by Last Will & Testament and the remainder to go to your daughter Livia Melody Woomer?

A Yes.

(Mr. Rouse)

17 And this was your intention at the time you went to see Mr.

17

Blumenthal and you just didn't understand the meaning of the words, "Joint Tenants", is that correct?

A That is right.

18 The purpose then of the proceeding which you have instituted in the Circuit Court here is to ask the Court to appoint a Trustee to convey the property which has been previously described to you for life with full powers to sell, lease, mortgage or otherwise encumber except by Will and with the remainder interest in the property to belong to your daughter?

A Right.

19 Her name is Livia Melody Woomer, is that right?

A Right.

20 And that was your intention all along and what was actually done was not intended by you and was, in fact, simply an error, is that correct?

A Right.

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 Mary R. W. Greene

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

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

Witness my hand and seal this 2nd day of July, 1964

John G. Rouse, Jr. Examiner (SEAL)

J. R. $25.00

C. T. $10.00 Pd. C T

MARY GREENE	*	IN THE
	*	CIRCUIT COURT
VS.	*	FOR
	*	ANNE ARUNDEL COUNTY
LIVIA MELODY WOOMER	*	EQUITY NO. 16,289
	*	

* * * * * * * * * *

REPORT OF MASTER AND EXAMINER

4/22/64 Friendly suit to correct title to realty filed.

6/25/64 After obtaining prior leave of Court, Supplemental Bill was filed by resident mother against her minor daughter.

6/25/64 Infant properly summoned.

6/25/64 Guardian Ad Litem for infant appointed by Order of Court.

7/2/64 Answer filed on behalf of infant by duly appointed Guardian Ad Litem.

The Amended Bill recites that on 2/15/63 Plaintiff conveyed by duly recorded deeds two lots at Rock View Beach to a Trustee for the purpose of reconveying the property to the Plaintiff and infant daughter as joint tenants. On the same day the Trustee reconveyed the property by duly recorded deed to the Plaintiff and her infant daughter as joint tenants. The Bill alleges that the Plaintiff intended the property was to be conveyed to the Trustee for the purpose of having the Trustee reconvey the property to the Plaintiff for life with full powers to sell, etc. with the remainder to the infant daughter. The Bill further alleges that the Plaintiff did not understand the effect of the aforementioned deeds, that they were in error and that the Trustee did not understand the intention of the Plaintiff. For relief, the Court was asked to pass an Order appointing a Trustee to convey the said property to the Plaintiff for life "with full powers to sell, lease, mortgage or otherwise encumber same except by Last Will and Testament, remainder to" the infant daughter.

7/2/64 Testimony taken before Examiner.

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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21

Substance of Testimony:

Both the Plaintiff and her attorney testified at the Hearing, the attorney having been the Trustee named in the aforementioned straw conveyances. The testimony of both witnesses supported and proved all of the allegations contained in the amended bill.

Case ready for Decree when waiver is filed. Attached form of Decree, which was prepared by the attorney for the Plaintiff, appears to be appropriate and it is recommended for passage.

John G. Rouse, Jr.

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

BOOK 156 PAGE 324

MARY GREENE : IN THE

: CIRCUIT COURT

VS. : FOR

: ANNE ARUNDEL COUNTY

LIVIA MELODY WOOMER : Equity No. 16,289

: : : : : : : : :

O R D E R

The Bill of Complaint and Answer thereto having come on for hearing, evidence having been taken in open court, counsel having been heard, it is the 14th day of July, 1964.

ORDERED by the Circuit Court for Anne Arundel County that the Order passed by this Court on April 22, 1964, be revoked and rescinded and that Harry C. Blumenthal is appointed as Trustee to convey Lots 52 and 53, Plat of Rock View Beach, to Mary Greene for life, with full powers to sell, lease, mortgage or otherwise encumber same except by Last Will and Testament, the remainder to Livia Melody Woomer.

Judge

LAW OFFICES
C. BOWIE ROSE
3D BALTIMORE-ANNAPOLIS
BLVD., N.W.
GLEN BURNIE, MARYLAND
SOUTHFIELD 6-6800

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1964 JUL 14 PM 1:39

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BOOK 156 PAGE 325

UNITED DEALERS CORPORATION, Assignee Pittsburgh, Pennsylvania	*	NO. 16,246 EQUITY
	*	IN THE
Plaintiff	*	CIRCUIT COURT
VS.	*	FOR
CLAYTON McDONALD MILLS and GLENNA E. MILLS, his wife 10 Maryland Avenue Severn, Maryland	*	ANNE ARUNDEL COUNTY
	*	
Defendants	*	
	*	

* * * * * * * * *

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the Plaintiff respectfully represents:

1. That on April 10, 1962, the Defendants executed and delivered to Ritchie Swift Homes, Inc., a mortgage upon certain fee simple property located in Anne Arundel County, Maryland, as therein described, to secure the payment of the mortgage debt of Seventeen Thousand, Nine Hundred Forty-four Dollars and twenty cents ($17,944.20) as therein mentioned, wherein the said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage, all of which will appear from said mortgage, which is filed herewith as "Petitioner's Exhibit #1" and is prayed to be taken as a part hereof.

2. That the aforesaid mortgage was assigned to United Dealers Corporation on April 10, 1962, as will appear from an Assignment attached to and made a part of said "Petitioner's Exhibit #1."

3. That default has occurred under the covenants and conditions of said mortgage.

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

4. That there is attached hereto marked "Petitioner's Exhibit #2" a statement of the mortgage claim executed under and by the Petitioner.

WHEREFORE, 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 BOUND, ETC.

ROUSE, MORTON & BEARDMORE

BY: John G. Rouse, Jr.

John G. Rouse, Jr.
18 West Street
Annapolis, Maryland
Colonial 7-8186
Attorneys for Plaintiff

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BOOK 156 PAGE 327
BOOK 1561 PAGE 477

I MORTGAGE
UDC Form 15-262
MARYLAND

THIS MORTGAGE, Made this 10th day of April, 19 62,

by and between Clayton McDonald Mills and Glenna E. Mills, his wife

hereinafter ealled "Mortgagors" and Ritchie Swift Homes, Inc. hereinafter ealled "Mortgagee."

WHEREAS the Mortgagors now stand justly and bona fide indebted unto the Mortgagee, as evideneed by their promissory note of even date herewith, in the full and just sum of

Seventeen Thousand nine hundred forty-four and 20/100 ($ 17,944.20)

Dollars, evideneing Mortgagor's indebtedness under a eontraet dated March 20, 1962,

and for a term of 180 months, payable in 180 sueeessive monthly installments of $ 99.69 eaeh, eommeneing August 5, 19 62, and continuing on the same day of eaeh and every month until the full amount thereof is paid in the manner aforesaid, together with a late charge of 5¢ for eaeh dollar of eaeh such installment, payment of whieh is delayed for 5 days or more, or $5.00, whiehever is greater, plus actual direet eollection expenses, all pursuant to the terms of said Note. In ease of default in the payment of any installment in whole or in part at the time limited and mentioned for the payment of the same as aforesaid or default in any eovenant or eondition of this Mortgage, then the whole Mortgage debt hereby intended to be secured shall be deemed due and payable without notiee or demand to the Mortgagors.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that in eonsideration of the premises and the sum of One Dollar, the said Mortgagors do grant and eonvey unto the said Mortgagee, said Mortgagee's sueeessor or assigns, in fee simple, all of that lot of pareel of ground, situate or lying in Anne Arundel County, Maryland, bounded and deseribed as follows, to-wit:

All those lots, pieces or parcels of ground situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland, known and designated as lots Numbers Thirty-eight (38), Forty (40), One (1), Two (2), Three (3), Four (4), Five (5), and Six (6) in Block No. One (1), as shown on the Plat of Arundel Terrace, said plat recorded among the Plat Records of Anne Arundel County in Plat Book Liber G.W. Section 1, Folio 10, then filed in Plat Cabinet No. 2 Rod 8-1, plat 10; now filed in Plat Book No. 11, folio 30.

Being the same property which James F. Cox, single, by his deed dated October 11, 1960 and recorded in the Clerk's office of Anne Arundel County in Liber 1431, page 152 granted and conveyed to Glenna E. Mills.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in any wise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel or pareels of ground and premises unto and to the proper use and benefit of the said Mortgagee, said Mortgagee's sueeessor or assigns forever.

PROVIDED that if the said Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the eurrent outstanding balanee owing on the aforesaid sum of money when and as the same may be due and payable, or before sueh time as sueh may be due and payable if so eleeted by the Mortgagors, and shall perform all the eovenants herein on their part to be performed, then this Mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, publie dues and eharges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, whieh taxes, assessments, publie dues, eharges, mortgage debt and interest the said Mortgagors for themselves, their heirs, personal representatives and assigns do hereby eovenant to pay when legally demandable. But if default be made in payment of said money, or in any monthly installment thereof, at the time limited for payment of the same, or in any agreement, covenant or eondition of this mortgage, then the entire mortgage debt shall be deemed due and demandable.

AND the said Mortgagors hereby assent to the passage of a deeree for the sale of the property hereby mortgaged, sueh sale to take plaee only after a default in any of the eovenants or eonditions of this Mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagee or assigns of said Mortgagee, or

C. Oliver Goldsmith, duly authorized Attorney or Agent of said Mortgagee, said Mortgagee's sueeessor or assigns, after any default in the eovenants or eonditions of this Mortgage, to sell the hereby mortgaged property, or so much thereof as may be neeessary to satisfy and pay said debt ineluding earned interest contained therein, and all eosts ineurred in making such sale, and to grant and eonvey the said property to the purehaser or purchasers thereof, his, her or their heirs and assigns. Any sueh sale, whether under the above assent to a deeree or under the above power of sale, shall be under the provisions of Artiele 66 of the Publie 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 whieh sale shall be made in the manner following, viz.: upon giving twenty days' notiee of the time, plaee, manner and terms of sale in some newspaper printed in Anne Arundel County, and sueh other notiee as by the said Mortgagee, said Mortgagee's sueeessor or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from sueh sale, to apply: first, to the payment of all expenses ineident to such sale, ineluding a fee of $100.00 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 deeree of a eourt having equity jurisdietion in the State of Maryland; seeondly, to the payment of all elaims of the said Mortgagee, said Mortgagee's sueeessor or assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

PETITIONER'S EXHIBIT No 1

AND the said Mortgagors for 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 including principal and earned interest contained therein, equal to one-half the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagors for themselves, their heirs, personal representatives and assigns do hereby covenant to pay; and the said Mortgagee, said Mortgagee's successor or assigns, or C. Oliver Goldsmith their said Attorney shall not be required to receive the principal, earned interest and insurance charges only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, cost and commission, but the said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, including earned interest, insurance charges, costs, expenses and commission.

Mortgagors hereby agree to pay all property taxes, special assessments, sewer charges, and like charges which may cause subject property to be liened as the result of non-payment, and Mortgagors also agree to provide at their own cost and expense fire and extended coverage insurance on the structure erected or to be erected on the premises herein described, in an amount not less than 150% of the original unpaid cash balance of the obligation hereby secured, naming the holder of the within lien, its successors or assigns as loss payee, under a union or standard mortgagee indorsement, for the term during which the obligation secured by this lien shall be unpaid, failing which or failing to pay the aforementioned property taxes and/or like charges, the holder of this lien, its successors or assigns, may, without any obligation, however, to do so, purchase such insurance and/or pay such taxes and/or like charges, and shall be reimbursed by the Mortgagors for the amount so advanced with interest thereon at the prevailing legal rate, and this lien shall also be security for reimbursement of such advancement, if any, with interest. Mortgagors further agree to furnish tax receipts annually to the holder of the within lien, its successors or assigns.

As additional security available to the Mortgagee for the performance of the obligation hereby created, the Mortgagee shall be entitled in the case of default or foreclosure to have a receiver appointed by the Court, which said receiver shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the Court may direct. The right to the appointment of a receiver at the instance of the Mortgagee shall be without notice to the obligor and without regard to the adequacy of the security of the debt.

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

TEST:

Melitta Sullivan
MELITTA SULLIVAN

Melitta Sullivan
MELITTA SULLIVAN

X Clayton McDonald Mills (SEAL)
CLAYTON McDONALD MILLS

X Glenna E. Mills (SEAL)
GLENNA E. MILLS

(SEAL)

(SEAL)

STATE OF MARYLAND, Anne Arundel COUNTY, to-wit:

I HEREBY CERTIFY, that on this 15th day of April in the year nineteen hundred and sixty-two before me, the subscribed, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Clayton McDonald Mills and Glenna E. Mills, his wife

the Mortgagor s named in the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared personally John Dyker, Vice President (title), of Ritchie Swift Homes, Inc. (dealer), who made oath in due form of law that he is the Vice President (title), of Ritchie Swift Homes, Inc. (dealer), and that he is the duly authorized agent for the said Ritchie Swift Homes, Inc. (dealer) and is duly authorized to make this affidavit, 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.

WITNESS my hand and notarial seal the day and year last above written.

Melitta Sullivan
MELITTA SULLIVAN Notary Public

My commission expires:
May 6, 1963

13.50

Rec'd for record May 7 1962 at 1:28 P.M.
Mailed to Ritchie Swift Homes, Inc.

MORTGAGE

From

CLAYTON McDONALD MILLS and
GLENNA E. MILLS, his wife

To

RITCHIE SWIFT HOMES, INC.
P.O. Box 295
Glen Burnie, Maryland

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

1962 MAY -7 PM 1:23
No. 1561 FOLIO 477
GLENN E. SWIFT, CLERK

13.50

25.50

BOOK 156 PAGE 329

BOOK 1561 PAGE 479

Maryland
Dlr.- U.D.

ASSIGNMENT

This deed made this 10th day of April, 19 62,
by Ritchie Swift Homes, Inc.,
witnesseth that, for a valuable consideration Ritchie Swift Homes, Inc. does hereby grant and assign unto United Dealers Corporation of Pittsburgh, Allegheny County, Pennsylvania, all right, title, and interest in a certain mortgage made by Clayton McDonald Mills and Glenna E. Mills. his wife to the undersigned dated the 10th day of April in the year 19 62, and recorded among the land records of Anne Arundel County, Maryland, in liber 1561 page 477.

WITNESS our hand and seal the day and year first above written.

RITCHIE SWIFT HOMES, INC.

By JOHN DYKER

Title: Vice President

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 10th day of April, 19 62, before the subscriber, a Notary Public, personally appeared John Dyker, who signed the foregoing instrument as President of Ritchie Swift Homes, Inc. and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the aforegoing deed to be the act of the said Ritchie Swift Homes, Inc.

MELITTA SULLIVAN
Notary Public

My commission expires:
May 6, 1963

Rec'd for record May 7, 1962 at 1:37 P.M.
Mailed to Ritchie Swift Homes, Inc.

AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS that the undersigned, WILLIAM FRIEDMAN, Secretary and General Manager of United Dealers Corporation, assignee of mortgage given by CLAYTON McDONALD MILLS and GLENNA E. MILLS, his wife, having been duly sworn, deposes and says that the balance owed on subject mortgage debt on November 12, 1963, the date of default, was $9,398.25; that interest thereon from November 12, 1963 to March 28, 1964 amounts to $210.98; that thereafter, a per diem interest rate of $1.54 would be applicable. Further deponent sayeth not.

William Friedman (SEAL)
Secretary and General Manager
UNITED DEALERS CORPORATION
1331 Frick Building
Pittsburgh, Pennsylvania 15219

Sworn to and subscribed before me, a notary public, this 13th day of March, 1964.

Joyce S. Barton
Notary Public

JOYCE [illegible], NOTARY PUBLIC
[illegible] ALLEGHENY COUNTY
MY [illegible] AUGUST 15, 1966

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PETITIONER'S EXHIBIT No 2

BOOK 156 PAGE 331

UNITED DEALERS CORPORATION, Assignee Pittsburgh, Pennsylvania	*	NO. 16,246 EQUITY
	*	IN THE
Plaintiff	*	CIRCUIT COURT
VS.	*	FOR
CLAYTON McDONALD MILLS and GLENNA E. MILLS, his wife 10 Maryland Avenue Severn, Maryland	*	ANNE ARUNDEL COUNTY
	*	
Defendants	*	

* * * * * * * * *

DECREE FOR SALE OF MORTGAGED PREMISES

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

IT IS THEREUPON, this 1st day of ~~March~~ April, 1964, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED, that the mortgaged property in the proceedings mentioned be sold; that C. Oliver Goldsmith 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 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 further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least twenty days' 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 require that the purchaser

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ATTORNEYS AT LAW

or purchasers make a cash deposit of Five Hundred Dollars ($500.00) at the time and place of sale and the balance of the purchase price to be paid in cash on final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at the rate of six per cent (6%) per annum 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 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 personal representatives or assigns, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagors, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the 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.

O Bowie Duckett

Judge

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

8

Truste s Sale

VALUABLE FEE SIMPLE RESIDENCE PROPERTY

Lots Numbers 38, 40, 1, 2, 3, 4, 5 and 6, Block No. 1, Plat of Arundel Terrace, recorded in Plat Book No. 11, folio 30, Fourth Election District, Anne Arundel County, Maryland.

By virtue of a Decree of the Circuit Court for Anne Arundel County dated April 1, 1964, in the case of United Dealers Corporation, Assignee, vs. Clayton McDonald Mills and Glenna E. Mills, his wife, being Equity No. 16,246, the undersigned Trustee will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

MONDAY, MAY 11, 1964

AT 2:00 P.M. EDT

All those lots or parcels of ground situate in the Fourth Election District of Anne Arundel County, Maryland, and more particularly described as follows:

All those lots, pieces or parcels of ground situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland, known and designated as Lots Numbers 38, 40, 1, 2, 3, 4, 5 and 6 in Block No. 1, as shown on the Plat of Arundel Terrace, said plat recorded among the Plat Records of Anne Arundel County in Plat Book Liber G. W. Section 1, Folio 10, then filed in Plat Cabinet No. 2, Rod B-1, plat 10; now filed in Plat Book No. 11, folio 30.

No. 9

The improvements consist of a three (3) bedroom, white frame house, with basement, French Provincial style.

The property will be sold subject to conditions, restrictions, easements and agreements of record affecting same, if any.

TERMS OF SALE: Cash. A deposit of $500.00 will be required by the purchaser or purchasers at the time and place of sale; balance in cash upon ratification of sale by the Circuit Court for Anne Arundel County. Interest to be charged on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to date of sale. All conveyancing costs and costs for State and Federal documentary stamps to be borne entirely by the purchaser or purchasers.

C. OLIVER GOLDSMITH
Trustee

GEORGE SCIBLE,
Auctioneer

M-7

OFFICE OF No. 16,246

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 333

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 9, 1964

We hereby certify, that the annexed

Trustee's Sale

Equity No. 16,246

Clayton McDonald Mills

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 16th day of April, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1964 MAY 11 PM 12 23

By H. Leighsman

220568

BOOK 12 PAGE 407

GLOBE INDEMNITY COMPANY

A New York Corporation — New York, N. Y. — BOOK 156 PAGE 334

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

Equity #16,246

Bond No. 442602

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, C. Oliver Goldsmith of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Ten Thousand and 00/100 Dollars ($10,000.00) - - - - - - - - - - current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 11th day of May , 19 64 .

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled United Dealers Corporation vs. Clayton McDonald Mills and Glenna E. Mills, h/w dated April 1, 1964 , C. Oliver Goldsmith was appointed Trustee to make sale of the property described in said proceedings, and the said C. Oliver Goldsmith is about to execute said power and make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

C. Oliver Goldsmith (SEAL)
C. Oliver Goldsmith

WITNESS:

Ethel M. Carle
Ethel M. Carle, as to both

GLOBE INDEMNITY COMPANY, a body corporate
By John H. Hopkins, IV
John H. Hopkins, IV, Attorney-in-fact
SURETY

Bond approved this 11 day of May, 19 64
Louis M. Phipps, Clerk

FILED
1964 MAY 11 PM 1:29

GEORGE W. SCIBLE . . . . . Auctioneer

TRUSTEE'S SALE
Of Valuable Fee Simple
Residence Property

Lots Numbers 38, 40, 1, 2, 3, 4, 5 and 6, Block No. 1, Plat of Arundel Terrace, recorded in Plat Book No. 11, folio 30, Fourth Election District, Anne Arundel County, Maryland.

By virtue of a Decree of the Circuit Court for Anne Arundel County dated April 1, 1964, in the case of United Dealers Corporation, Assignee, vs. Clayton McDonald Mills and Glenna E. Mills, his wife, being Equity No. 16,246, the undersigned Trustee will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

Monday, May 11, 1964

AT 2:00 P.M. EDT

All those lots or parcels of ground situate in the Fourth Election District of Anne Arundel County, Maryland, and more particularly described as follows:

All those lots, pieces or parcels of ground situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland, known and designated as Lots Numbers 38, 40, 1, 2, 3, 4, 5 and 6 in Block No. 1, as shown on the Plat of Arundel Terrace, said plat recorded among the Plat Records of Anne Arundel County in Plat Book Liber G.W. Section 1, Folio 10, then filed in Plat Cabinet No. 2, Rod B-1, plat 10; now filed in Plat Book No. 11, folio 30.

The improvements consist of a three (3) bedroom, white frame house, with basement, French Provincial style.

The property will be sold subject to conditions, restrictions, easements and agreements of record affecting same, if any.

TERMS OF SALE: Cash. A deposit of $500.00 will be required by the purchaser or purchasers at the time and place of sale; balance in cash upon ratification of sale by the Circuit Court for Anne Arundel County. Interest to be charged on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to date of sale. All conveyancing costs and costs for State and Federal documentary stamps to be borne entirely by the purchaser or purchasers.

C. OLIVER GOLDSMITH, Trustee

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FILED

1964 JUN -5 PM 4:02

1964 JUL -2 PM 4:02

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that on May 11, 1964, at the Court House Door, I sold the property described on the reverse hereof at Public Sale to United Dealers Corporation for the sum of Eight Thousand, Seven Hundred Fifty Dollars ($8,750.00), that amount being the highest bid.

AND, I FURTHER CERTIFY that said Public Sale was fairly conducted.

Auctioneer

FILED

1964 JUN -5 PM 4:02

UNITED DEALERS CORPORATION Assignee Pittsburgh, Pennsylvania	*	
Plaintiff	*	NO. 16,246 EQUITY
VS.	*	IN THE
CLAYTON McDONALD MILLS and GLENNA E. MILLS, his wife 10 Maryland Avenue Severn, Maryland	*	CIRCUIT COURT
	*	FOR
Defendants	*	ANNE ARUNDEL COUNTY
	*	

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

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, COUNTY OF Howard, TO WIT:

I HEREBY CERTIFY that on this 28th day of May, 1964, before me, the Subscriber, a Notary Public in and for the County aforesaid, personally appeared Colin Goldsmith who made oath in due form of law that as authorized agent for United Dealers Corporation, he purchased the property which is the subject matter of these proceedings at a public sale held on May 11, 1964, at 2:00 P.M., at the Court House Door in Annapolis, Maryland for the sum of Eight Thousand Seven Hundred and Fifty Dollars ($8,750.00); that no other persons, firms or corporations were interested as principals in said purchase other than said United Dealers Corporation and that he neither directly, nor indirectly discouraged anyone from bidding for said property.

AS WITNESS my hand and Notarial Seal.

MARY E. ALLEN NOTARY PUBLIC Howard County, Md.

Mary E. Allen
Notary Public

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1964 JUN -5 PM 4:02

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

13

UNITED DEALERS CORPORATION, Assignee Pittsburgh, Pennsylvania	*	NO. 16,246 EQUITY
Plaintiff	*	IN THE CIRCUIT COURT
VS.	*	FOR
CLAYTON McDONALD MILLS and GLENNA E. MILLS, his wife 10 Maryland Avenue Severn, Maryland	*	ANNE ARUNDEL COUNTY
Defendants	*	

* * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of C. Oliver Goldsmith, Trustee, respectfully shows:

1. That pursuant to a Decree of this Honorable Court dated April 1, 1964, he was appointed Trustee to sell the property described in these proceedings and in compliance with said Decree he filed with the Clerk of the Court an approved bond in the penalty of $10,000.00.

2. That after giving notice of the time, place, manner and terms of sale in The Maryland Gazette, a newspaper published in Anne Arundel County, for at least 20 days before the day of sale, he did, pursuant to said notice, at the time and place specified in said advertisement, proceed to sell at public auction the property referred to in these proceedings, to wit:

"All those lots, pieces or parcels of ground situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland, known and designated as Lots Numbers 38, 40, 1, 2, 3, 4, 5 and 6 in Block

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ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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1964 JUN -5 PM 4:02

No. 1, as shown on the Plat of Arundel Terrace, said plat recorded among the Plat Records of Anne Arundel County in Plat Book Liber G.W. Section 1, Folio 10, then filed in Plat Cabinet No. 2, Rod B-1, plat 10; now filed in Plat Book No. 11, folio 30."

3. That said property was sold to United Dealers Corporation for the sum of $8,750.00, that being the highest bid.

4. That said purchaser has paid a deposit on account of the purchase of said property in the amount of $500.00.

5. That there is attached hereto, and made a part hereof, the Certificate of the Purchaser and the Certificate of the Auctioneer.

AND AS IN DUTY BOUND, ETC.

C. Oliver Goldsmith
C. Oliver Goldsmith
Trustee

STATE OF MARYLAND, COUNTY OF HOWARD, TO WIT:

I HEREBY CERTIFY that on this 28 day of May, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. OLIVER GOLDSMITH, Trustee named in the above Report of Sale, and he made oath in due form of law that the matters and things stated in the aforegoing Report are true to the best of his knowledge, information and belief; and that the sale therein reported was fairly made.

AS WITNESS my hand and Seal Notarial.

MARY E. ALLEN NOTARY PUBLIC Howard County, Md.

Mary E. Allen
Notary Public

ROUSE, MORTON AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

15

ORDER NISI

BOOK 156 PAGE 340

UNITED DEALERS CORPORATION,
Assignee

versus

CLAYTON McDONALD MILLS and
GLENNA E. MILLS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,246 Equity

Ordered, this 5th day of June, 1964, That the sale of the property in these proceedings mentioned made and reported by C. Oliver Goldsmith, 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 $ 8,750.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

John G. Rouse, Jr., Atty. For: Maryland Gazaette (June 11th Edition)

(Final Order)

UNITED DEALERS CORPORATION,
Assignee

versus

CLAYTON McDONALD MILLS and
GLENNA E. MILLS, his wife

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

O. Bruce Duckett

JUDGE.

FILED

1964 JUL 14 PM 1:39

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BOOK 156 PAGE 341

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,246 Equity

UNITED DEALERS CORPORATION, Assignee
versus
CLAYTON McDONALD MILLS
and
GLENNA E. MILLS, his wife

Ordered, this 5th day of June, 1964, That the sale of the property in these proceedings mentioned made and reported by C. Oliver Goldsmith, 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 $8,750.00.

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., Friday 5, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. No. 16,246

Clayton McDonald Mills

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.

17

FILED 1964 JUL -9 PM 2:40

No. M. G. 6-16-A

By H. Tilghman

In the Case of

UNITED DEALERS CORPORATION, Assignee

VS.

CLAYTON McDONALD MILLS and GLENNA E. MILLS, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 16,246 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.

July 31, 1964

John H. Hopkins, IV, Auditor.

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1964 JUL 31 PM 2:48

FINAL ORDER

ORDERED BY THE COURT, this 18th 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

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1964 AUG 18 AM 9:09

Dr. UNITED DEALERS CORPORATION, Assignee vs. CLAYTON McDONALD MILLS and GLENNA E. MILLS, his wife,

In Acct. with C. OLIVER GOLDSMITH, Trustee

				Cr.	
1964, May 11,					
Proceeds of Sale	8,750	00			
Interest on deferred payment of $8,250.00 from					
5/11/64 to 7/14/64	86	63	8,836	63	
					8,836 63
To Trustee for fee, viz:	100	00			
To Trustee for commissions, viz:	295	10	395	10	
To Trustee for Court Costs, viz:					
Plaintiffs solicitors appearance fee	10	00			
Clerk of Court - Court costs	28	00			
Auditor - stating this account	22	50	60	50	
To Trustee for expenses, viz:					
Capital Gazette Press - advertising sale	77	00			
Capital Gazette Press - Order nisi, sale	15	00			
Speer Publications - handbills	18	03			
Globe Indemnity Co. - bond premium	40	00			
George W. Scible - auctioneer's fee	35	00			
Mary E. Allen - notary fees	1	00	186	03	
To United Dealers Corporation, this balance on					
account of claim filed	8,195	00	8,195	00	
					8,836 63
Amount of Mortgage claim filed	9,609	23			
Interest on principal balance of $9,393.25 from 3/28/64 to 8/15/64 - 140 days @ 6%	216	53			
	9,825	76			
Credit - amount allowed above	8,195	00			
Balance subject to Decree in Personam	1,630	76			

HELEN L. CLARKE BOOK 156 PAGE 344 NO. 16,484 EQUITY

1407 John Street
Ferndale, Glen Burnie, Maryland

Plaintiff,

VS

JOHN J. ROGERS, and
HELEN A. ROGERS, his wife,
Gambrills, Maryland,

Defendants,

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

* * * * * *

BILL OF COMPLAINT

* * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your oratrix, complaining, says:

1. That by deed dated December 15, 1905, and recorded among the Land Records of Anne Arundel County in Liber GW No. 52, folio 477, William H. Queen acquired a vacant, unimproved and unoccupied tract of land in the Fourth Election District, Anne Arundel County, Maryland, consisting of approximately 48 3/16 acres. A certified copy of said deed is filed herewith, marked "Plaintiff's Exhibit 1", and is prayed to be taken as a part hereof.

2. That William H. Queen died intestate in the year 1922, leaving a widow, Eliza Queen, (who died a widow, never having remarried, intestate in 1923) and the following children as his only heirs at law: Louis Queen, William Queen, Theresa Queen, Frances Q. Woods, Eliza Queen, Rosie Queen, Arthur Queen, Lillie Queen Prout, Jessie Queen Chase. That subsequently Arthur Queen died, single, and survived by his brothers and sisters as aforesaid as his only heirs at law.

3. That of the children of William H. Queen hereinbefore named, his son William Queen, died a divorced person, never having

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remarried, and intestate about 1959, leaving his children and only heirs at law, James Queen and William H. Queen. A daughter, Mary Queen died in childhood unmarried and without children. The said William Queen was divorced "a vinculo matrimonii" from Mary S. Queen on March 18, 1925 in case No. 589 Divorces in the Circuit Court for Anne Arundel County.

4. That the daughter of William H. Queen, Jessie Queen Chase, died a widow on or about October 13, 1937, intestate, leaving as her sole heirs at law the following children: Lilly Arthur, Agnes Curtis and John Chase. A son, Aloysius Chase died in 1935, intestate single, and never having been married. That John Chase died on or about September 10, 1963, intestate, single and never having been married.

5. That the daughter of William H. Queen, Lillie Queen Prout, died in 1934, intestate, leaving a surviving husband, John Prout, who died in 1936 intestate and a widower, and the following children as her only heirs at law: William Oliver Prout, John Henry Prout, Jr., Milton L. Prout and Mabel Prout Owens.

6. That the aforesaid tract of land has been vacant, unimproved and unoccupied since its purchase and is now and has always been a vacant, unimproved and unoccupied tract of land since the date of its acquisition by William H. Queen to the filing of this Bill of Complaint.

7. That the aforesaid property was purportedly sold at a tax sale on November 14, 1933, to the County Commissioners of Anne Arundel County for the sum of $30.00 in proceedings styled "In the Matter of the Tax Sale of the Land of William H. Queen", No. 1938. A certified copy of the aforesaid tax sale proceedings is filed herewith marked "Plaintiff's Exhibit 2", and is prayed to be taken as a part hereof.

8. That the aforesaid tax sale proceedings are null and void for the reasons:

(a) That notice of the tax sale, together with a copy of the bill for taxes due, interest and all costs including that of levy was mailed to the "Wm Queen Est, Gambrills, Md., R.F.D." on June 5, 1931, together with a notice that if the said bill for taxes, interest and costs were not paid within thirty days, the property levied upon would be sold at public sale. That notice of the tax sale was not given to the heirs of William H. Queen as required by law, even though the records of the aforementioned tax sale proceeding indicate that the Treasurer of Anne Arundel County knew that William H. Queen was deceased.

(b) That the levy was not made in accordance with the law and the report of sale shows that the provision of the law providing for conspicuously posting the premises prior to the sale was not complied with as the same is penned out with ink lines on the report of sale.

(c) That although the alleged sale of the property of William H. Queen purportedly occured on November 14, 1933, the report of sale was not filed with the Court until July 9, 1936.

(d) That the purported sale of the aforesaid property was not finally ratified by this Honorable Court until September 3, 1936.

(e) That the said C. Albert Hodges was Treasurer of Anne Arundel County until January 1, 1935, that at the time of making the aforementioned report of sale he was not the duly elected Treasurer of Anne Arundel County and not being such had no right to report the sale in 1936 as the late Treasurer of Anne Arundel County but that his successor in office, Joseph H. Pepper, should have made the report of sale or should have resold the property.

(f) That although there was purportedly an advertisement of the Order Nisi in said tax sale proceeding that the report of sale was filed before said advertisement had run.

(g) That the consideration was inadequate.

(h) That no attempt was made to sell a portion of the property to satisfy the taxes.

(i) That William H. Queen at the time of his death owned several tracts of land and that the description in the proceeding was not sufficient to identify which parcel of land was to be sold.

(j) That some of the heirs were not in the State of Maryland at the time the proceedings were instituted or conducted nor at the time of the mailing of the bills and therefore could not possibly have had any notice.

9. That your oratrix owns the good and merchantable fee simple title to the aforesaid real estate, having acquired title to the same by two deeds, one, dated June 23, 1964 from Milton L. Prout, et al, recorded among the Land Records of Anne Arundel County in Liber LNP 1766, folio 300 and the second dated June 23, 1964 from John H. Prout, Jr., et al and recorded among the aforesaid Land Records in Liber LNP 1766, folio 303, the grantors being all the heirs at law of William H. Queen. Certified copies of each of the deeds are filed herewith marked respectively "Plaintiff's Exhibit 3" and "Plaintiff's Exhibit 4", and are prayed to be taken as a part hereof.

10. That by virtue of the aforesaid deed to William H. Queen that he was in constructive possession of said property. That upon the death of William H. Queen his property descended by operation of law to the parties hereinabove mentioned in the recital of pedigree and that his heirs at law were in constructive possession of said property until your oratrix purchased the property as

aforesaid and that your oratrix is now in constructive possession of the land by virtue of the fee simple title to said property by virtue of said deeds.

11. That C. Albert Hodges, late Treasurer of Anne Arundel County, and the County Commissioners of Anne Arundel County made a deed dated January 10, 1940 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 209, folio 465, wherein the Defendants in this proceeding were named the Grantees in said deed. A certified copy of said deed is filed herewith marked "Plaintiff's Exhibit 5", and is prayed to be taken as a part hereof.

12. That the term of office of C. Albert Hodges expired on January 1, 1935 and he had no authority to execute the aforesaid deed hereinabove mentioned nor did he or could he have conveyed any title to the purchasers by virtue of the aforesaid deed.

13. That there was never any deed made by the Treasurer of Anne Arundel County to the County Commissioners of Anne Arundel County and that the County Commissioners therefore had no title to convey to the Defendants.

14. That the County Commissioners of Anne Arundel County and C. Albert Hodges having no title to convey to the Defendants, the Defendants by virtue of said deed acquired no title whatsoever.

15. That, although the said tax sale proceedings and the deed given to the Defendants in pursuance thereto are null and void, the said deed casts a cloud on your oratrix's property and she will suffer irreparable injury for which she has no sufficient legal remedy unless this Honorable Court intervenes.

16. That there is no litigation either at law or equity at the time of the filing of this Bill of Complaint between the parties to this proceeding nor is there any litigation in law or equity regarding the title to this property at the time of the

5

filing of this Bill of Complaint.

17. That should this Honorable Court find any taxes to be due from your oratrix for State and County taxes that you oratrix is ready, willing and able to pay the same upon the determination of the proper amount by the Court.

To the end, therefore:

(a) That the aforesaid deed by and between C. Albert Hodges, late Treasurer of Anne Arundel County, and the County Commissioners of Anne Arundel County to the said Defendants may be by this Court revoked, canceled and set aside and your oratrix may be declared to hold and enjoy her said property mentioned and referred to in these proceedings and in "Plaintiff's Exhibit 3" and "Plaintiff's Exhibit 4", unaffected thereby.

(b) That this Honorable Court decree that the tax sale proceedings styled "In the Matter of the Land of William H. Queen", No. 1938, are null and void and of no force and effect.

(c) That your oratrix may have such other and further relief as her case may require.

And as in duty bound, etc.

Helen L. Clarke
Plaintiff

Thomas E. Chance
124 South Street
Annapolis, Maryland
Phone: COlonial 3-3772

C. Osborne Duvall
77 Franklin Street
Annapolis, Maryland
Phone: COlonial 7-7200
Solicitors for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

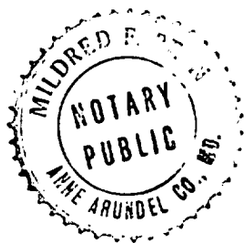
I hereby certify that on this 21st day of July, 1964, before me, the subscriber, a Notary Public of the State of

Maryland, in and for the County aforesaid, personally appeared Helen L. Clarke, who made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true and correct to the best of her information, knowledge and belief.

As witness my hand and Notarial Seal.

Mildred I. Bean

Notary Public



4

This Deed [illegible] tween Bruner [illegible] party of the other [illegible] Witnesseth, whereas [illegible] Anne Arundel County dated on the twenty-third day of January in the year One [illegible] and four and passed in a cause in said Court, between Charles Wilson and others [illegible] and Alice Wilson and others Defendants, the above named Bruner R.Anderson was [illegible] Trustee with authority to sell the real estate in the proceedings in said Cause mentioned; and the said Trustee, after complying with all the previous requisites of the decree did, on [illegible] the fifteenth day of October in the year one thousand nine hundred and four, sell unto the said William H.Queen at and for the sum of Three hundred and seventy five dollars, current money, the aforesaid property, situate in Anne Arundel County and State of Maryland, thus described. Beginning for the same at the beginning of the whole lot of forty four acres as conveyed to John Wilson by T.P.Baldwin and others March 14th, 1859 and running thence with the first lines of said lot south fifty two degrees and one quarter of a degree east one hundred and forty feet south eight degrees west three hundred and twenty one feet, south forty four degrees, and one quarter of a degree, east three hundred and forty six feet, south forty seven and one half degrees, east three hundred and seventy six feet, thence leaving the outlines and running south forty degrees west nineteen hundred and sixty eight feet; thence north fifteen degrees west eleven hundred and fifty three feet, thence north twenty six and one half degrees east, seventeen hundred and forty nine feet to the beginning containing forty eight and three sixtenthe of an acre of land more or less. Being the westernmost half of the land of the late John Wilson said land being the subject of said Equity proceeding.

And Whereas, the aforesaid sale has been duly reported to, and ratified and confirmed by the said Circuit Court, and whereas the purchase money aforesaid Has been fully paid and satisfied to the said Trustee, he is authorized by the said decree to execute these presents.

Now this deed witnesseth, that the said Bruner R.Anderson, Trustee as aforesaid, for and in consideration of the premises, and of the sum of five dollars, current money, to him in hand paid by the said William H.Queen at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, doth grant unto the said William H.Queen, his heirs and assigns, all the property hereinbefore described, with its appurtenances and all the right, title, interest and estate of the parties to the aforesaid decrees both at law and in equity, in and to the same.

To Have and to hold the aforesaid property with its appurtenances unto the said William H.Queen his heirs and assigns forever.

Witness my hand and seal.
John N.Davis;
Bruner R.Anderson (Seal) Trustee,

State of Maryland Anne Arundel County, to-wit;
I hereby certify, that on this 27th day of December in the year one thousand nine hundred and six before me, the subscribed, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Bruner R.Anderson Trustee as above set forth and acknowledged the foregoing Deed to be his act.

John N.Davis,
Justice of the Peace.

Recorded 27th December 1906.

BOOK 156 PAGE 352

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing.....DEED.....is truly taken and copied from Liber G W..... No.....52..... folio..477..... 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 21st day of JULY, A. D., 1964.

Examiner's Exhibit No. 5
Clarke v. Rogers. Eq. 16 484
John J. Rowe L.
Exam
8A

FILED
1964 JUL 21 PM 4:09

Plaintiff's Exhibit 1.

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

FILED
1964 OCT -6 AM 10:54

IN THE MATTER OF THE TAX SALE OF THE LAND OF

Wm. H. Queen

IN THE

Circuit Court for Anne Arundel County,

STATE OF MARYLAND.

THE REPORT OF C. Albert Hodges Late, County Treasurer of Anne Arundel County, who was Treasurer at the time of making said sale, respectfully shows:

1ST. That he was the duly appointed, bonded and qualified County Treasurer for Anne Arundel County, and, by virtue of his said office, Collector of State, County and School Taxes for said county for the year 19 30.

2ND. That, acting in pursuance of the provisions of the law for such cases made and provided, being Chapter 615 of the Acts of the General Assembly of Maryland of 1894, as amended by Chapter 418 of the Acts of 1908, as soon as the tax levy for the year 19 30 was made, tax-bills of each taxpayer were prepared, and, upon application, he either forwarded by mail or delivered in person said tax-bills to the person or persons, or corporation, to whom the property included in said bills was assessed and on the 1st day of June, 19 31, there was due by the owner of a lot of ground in the Fourth Election District of said county, particularly described in a deed from Bruner H. Anderson, Trustee, dated the 15th day of December, 19 05, recorded in the Land Records of Anne Arundel County, in Liber G.W., No. 52, folio 477, &c., to Wm. H Queen, containing 48 3/10 acres of land, more or less, as by reference to said deed will fully appear

certain State and County and School Taxes for the year 19 30, which, under the Act of Assembly in such cases made and provided, it became the duty of the undersigned to collect, which said lot of ground was assessed to Wm. Queen Est

3RD. That said taxes being unpaid, and overdue and in arrear, a levy was duly made in accordance with law on said lot of ground, all the previous requirements of said Act of Assembly having been complied with, and that notice thereof, together with a copy of the bill for taxes due, interest and all costs, including that of levy, was ~~delivered~~ mailed to the said Wm Queen Est Gambrills, Md R. F. D. on the 6th day of June, 19 31, together with a notice that if the said bill for taxes, interest and costs were not paid within thirty days, the property levied upon would be sold at public sale.

3RD A. That said taxes being unpaid, and overdue and in arrear, a levy was duly made in accordance with law on said lot of land, all the previous requirements of said Act of Assembly having been complied with, and that notice thereof, together with a copy of the bill for taxes due, interest and all costs, including that of levy, were conspicuously posted on the assessed premises, on the _____ day of _____, 19____; (the said _____ not being in possession of the said property and not residing in the said District, and his postoffice not being known), together with a notice that if the said bill for taxes, interest and costs were not paid within thirty days the property levied upon would be sold at public sale.

4TH. That the Treasurer not considering a survey necessary, the property, in his opinion, not being susceptible of division, after the expiration of said thirty days, from the serving of said notice, the undersigned, having first given twenty days' notice of the time, terms and place of sale, by advertisement inserted in the Maryland Gazette a newspaper published in the City of Annapolis, and which was designated by the County Commissioners, and by printed handbills, publicly posted at the Court House of said county, and at ten places in said district, one of which said notices was placed upon the premises, did attend at the Court House door, in the City of Annapolis, about the hour of 11 A. M., on the 14th day of November, 19 33, and did, then and there, offer said lot of ground, at public sale, and sold the same for cash to the County Commissioners of Anne Arundel County at and for the sum of $ 30 00, current money, they being then and there the highest bidder therefor, and that the said purchaser hath paid the purchase money.

5TH. That all the provisions of the Act of Assembly in the premises were duly complied with, and in accordance with law.

6TH. The undersigned begs leave to file with this report the following exhibits as part thereof:

1st. Exhibit No. 1.—Copy of levy and notice.

2nd. Exhibit No. 2.—Copy of advertisement and certificate.

~~3rd. Exhibit No. 3.—Copy of handbill posted, etc.~~

All of which is respectfully submitted,

G Albert Hodges

Late Treasurer and Collector of County, School and State Taxes for A. A. Co.

BOOK 156 PAGE 355

STATE OF MARYLAND,

Anne Arundel County, to-wit:

I hereby certify that on this 9th day of July, 1936, before the subscriber, a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared C. Albert Hodges, late Treasurer of said County, and made oath in due form of law, that the matters and things stated above are true to the best of his knowledge and belief.

Wm. A. Hayden,

Deputy Clerk of the Circuit Court for Anne Arundel County.

ORDER NISI

IN THE MATTER OF THE TAX SALE OF THE LAND OF

Wm. H. Queen

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

July 16, 1936

ORDERED, That the sale of the land in the Fourth Election District of Anne Arundel County assessed to Wm. H. Queen, made and reported by C. Albert Hodges, late Treasurer of said county, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of August, next; provided a copy of this order be inserted in some newspaper published in said county once in each of three successive weeks before the 14th day of August, next.

The Report states the amount of sales to be $30.00

Purchaser County Commissioners of Anne Arundel County

Leonard L. Clark,

Judge Fifth Judicial Circuit of Maryland.

FINAL ORDER OF RATIFICATION

IN THE MATTER OF THE TAX SALE OF THE LAND OF

Wm. H. Queen

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

_____, 19____

ORDERED BY THE COURT, this 3rd day of September, 1936 that the sale made and reported by C. Albert Hodges late Treasurer aforesaid, be and the same is hereby 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 that the Treasurer be allowed the usual commissions fixed by law, and such proper expenses as he shall produce vouchers therefor.

Leonard L. Clark,

Judge Fifth Judicial Circuit of Maryland.

711

BOOK 156 PAGE 356

State and County Tax Levy, 1930

FOURTH DISTRICT

C. ALBERT HODGES
Treasurer and Collector of State, County and School Taxes
Annapolis, Md.

Mr. William Queen Jr. Est

To County Commissioners of Anne Arundel County, Dr.

For County Tax at 60 cents per $100		
" Road " " 60 " " "	*$2.18 on Assessment of $ 723*	15 81
" School " " 98 " " "		
" County Tax on Stocks, Bonds, etc., 30 cents per $100 on $		
" Interest, from August 15, 1930		
LEVY FOR COUNTY TAX		

Mr.

To THE STATE OF MARYLAND, Dr.

For State Tax at 25 cents per $100 on Assessment of $	1 81
" State Tax at 15 cents per $100 on Stocks and Bonds $	
" Interest from October 1, 1930	
" Survey	4 00
" Advertising	2 00
" Cost of Levy and Serving Notice for State Tax	2 00
" Examination of Title	2 00
Add Additional Cost in Circuit Court for Reporting, Ratifying and Auditing Sales	

Received Payment,

_____ COLLECTOR AND TREASURER

_____ *19* *Per* _____ *Deputy*

Mr. William Queen Sr Est

Take notice that if the above County, State and School Taxes with interest and accrued costs, is not paid within thirty days, from the date of this notice, I will proceed to enforce collection by advertisement and sale of the lands, premises, goods and chattels so taxed.

C. ALBERT HODGES,
County Treasurer and Collector of County, School and State Taxes for Anne Arundel County.

SCHEDULE

A SCHEDULE of the Real Estate and Personal Property distrained, seized and levied upon in Anne Arundel County by me, C. ALBERT HODGES, Treasurer and Collector of County, School, and State Taxes for Anne Arundel County, being for taxes due to the County Commissioners of Anne Arundel County and State of Maryland for the year 1930, ALL THAT TRACT OF LAND SITUATED IN THE FOURTH DISTRICT, ANNE ARUNDEL COUNTY, containing 48 3/16 Acres,

with the improvements thereon, on public roads leading from ..... to

..... and adjoining the lands of .....

..... and others.

Being more particularly described in a deed from Bruner R. Anderson, Trustee, dated the 15th day of December, 1905, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 52, folio 477, etc.

Assessed to William Queen Sr Est for 1930.

C. ALBERT HODGES,
County Treasurer and Collector of County, School and State Taxes for Anne Arundel County.

Filed July 9th 1936

BOOK 156 PAGE 357

IN THE MATTER OF THE
TAX SALE
OF THE LAND OF
Wm Queen Est
Exhibit ____ No. 1

1935

To Wm Queen Est

Take notice that I have this day distrained, seized and levied on the Goods, Chattels, and Real Estate mentioned in the annexed Inventory or Schedule to satisfy the above-named taxes for the year 1930, interest and costs; that I shall proceed to advertise the same for sale, thirty days from this date, unless in the meantime you pay said taxes, interest and cost.

Given under my hand this 1st day of June, 1935

C. ALBERT HODGES,

County Treasurer and Collector of County, School and State Taxes for Anne Arundel County.

I HEREBY CERTIFY, That the above notice, with a true copy of annexed or preceding Inventory or Schedule of Real Estate and Personal Property, was ~~left~~ Mailed on the 5th day of June, 1935, ~~with~~ to Wm Queen Est, owner of the property.
Gambrills Md. R. F. D.

C. ALBERT HODGES,

County Treasurer and Collector of County, School and State Taxes for Anne Arundel County.

Per K

Fourth Election District of Anne Arundel County.

I HEREBY CERTIFY, That after diligent search, I failed to find.....

owner of the within described property, or his agent, in the Fourth Election District of Anne Arundel County and his postoffice address, and the postoffice address of his agent being unknown, and neither he nor his agent being in possession of the property, and the said.....

not residing in said Fourth Election District, the above notice, with a true copy of the annexed or preceding Inventory or Schedule of Real Estate and Personal Property was by me conspicuously posted on the property assessed and seized, as above set forth, on the.....day of.....A. D., 19.....

C. ALBERT HODGES,

County Treasurer and Collector of County, School and State Taxes for Anne Arundel County.

Per.....

Fourth Election District of Anne Arundel County.

BOOK 156 PAGE 353

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 20, 1933

We hereby certify, that the annexed Tax Sale

Wm. H. Queen

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of November, 1933. The first insertion being made the 19th day of October, 1933.

THE CAPITAL-GAZETTE PRESS, INC.

By L. L. French

ALL that lot or parcel of ground and improvements lying in the Fourth Election District of Anne Arundel County, containing 46 3-16 acres of land, more or less, which was conveyed to Wm. H. Queen by Brunir R. Anderson, Trustee, by deed dated the 15th day of December, 1905, and recorded among the Land Records for said County in Liber W. W. No. 52, folio 477, etc., assessed to Wm. Queen, Estate for the year 1930, subsequent taxes to be paid by purchaser on ratification of sale.

No. MG 2188

BOOK 156 PAGE 355

In the Circuit Court for Anne Arundel County No. 1988
ORDER NISI
In the Matter of Tax Sale of Land of
WILLIAM H. QUEEN
July 16, 1936

Ordered, that the sale of the land in the Fourth Election District of Anne Arundel County assessed to
WILLIAM H. QUEEN, made and reported by C. Albert Hedges late Treasurer of said county, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of August next; provided a copy of this order be inserted in some newspaper published in said county once in each of three successive weeks before the 14th day of August, 1936.

The Report states the amount of sales to be $30.00.

Purchaser: County Commissioners of A. A. County.

LINWOOD L. CLARK.
Judge Fifth Judicial Circuit of Maryland.

True Copy,
Test: FRANK A. MUNROE, *Clerk.*

OFFICE OF
THE SOUTHERN MARYLAND TIMES
GLEN BURNIE, MD.

THIS IS TO CERTIFY

That the annexed advertisement of

ORDER NISI ON TAX SALE

was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper published in Anne Arundel County, Maryland, once a week for three successive weeks before the 14th day of August 1936; that is to say, the same was inserted in the issues of

July 24, 31, August 7, 1936

THE SOUTHERN MARYLAND TIMES

By Thomas I. Christian
Business Manager.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

BOOK 156 PAGE 360

I HEREBY CERTIFY, that the aforegoing...TAX..SALE.....is truly taken and copied from Liber..... No. 1938..... folio..... one of the ..TAX..SALE..... 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 21ST..day of....JULY..... A. D., 1964

Examiner's Exhibit No 4
Clarke v. Rogers Equity No. 16,484
[illegible]

FILED
1964 JUL 21 PM 4:09

FILED N. Phipps
Clerk of the Circuit Court for Anne Arundel County
1964 OCT -6 AM 10:54

15A Plaintiff's Exhibit 2

No. 1938

In the Matter of the Tax Sale of the Land of

William H. Queen

in the Fourth Election District

Treasurer's Report of Sale

Filed July 9th, 1936

Order Nisi July 16, 1936

Final Order of Ratification of Sale.

September 3, 1936
[illegible]

FEE-SIMPLE DEED—CODE—City or County

BOOK 156 PAGE 361

BOOK 1766 PAGE 300

This Deed, Made this 3RD day of June

in the year one thousand nine hundred and sixty four , by and between Milton L. Prout and Ethel J. Prout, his wife, Frank E. Owens and Mabel Prout Owens, his wife, William Oliver Prout, widower, Frances Q. Woods, widow, Louis Queen, widower, Linwood Hargrove and Theresa Hargrove, his wife, William H. Queen, single, Edna M. Prout, ~~xxx~~single, and Eliza Queen, single, in the State of Maryland, of the first part, and

Helen L. Clarke, widow, party

of the second part.

Witnesseth, That in consideration of the sum of ten dollars and other good and valuable considerations

the said parties of the first part

do grant and convey unto the said party of the second part, her

163683

heirs and assigns, in fee simple, all those parcels of ground, situate, lying and being in Anne Arundel County, State of Md. , aforesaid, and described as follows, that is to say:—

First Parcel:

Beginning for the same at the beginning of the whole lot of forty-four acres as conveyed to John Wilson by T. P. Baldwin and others March 14, 1889 and running thence with the first lines of said lot south fifty-two degrees and one quarter of a degree east one hundred and forty feet south eight degrees west three hundred and twenty-one feet south forty four degrees and one quarter of a degree, east three hundred and forty-six feet, south thirty-six degrees forty five minutes east 346 feet, south forty seven and one half degrees east three hundred and seventy-six feet, thence leaving the outlines and running south forty degrees west nineteen hundred and sixty eight feet; thence north fifteen degrees west eleven hundred and fifty-three feet, thence north twenty-six and one half degrees east, seventeen hundred and forty nine feet to the beginning, containing forty-eight and three sixteenths of an acre of land more or less.

Being the westernmost half of the land of the late John Wilson, said land being the subject of said equity proceeding No. 2459 in the Circuit Court for Anne Arundel County

Being the same property described in a deed dated December 15, 1905 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 52, folio 477, from Bruner R. Anderson, Trustee to William H. Queen.

120

16

Second Parcel: BOOK 1766 PAGE 301 BOOK 156 PAGE 362

BEGINNING for the same at a post planted two feet southwest of a mrked chestnut sapling and at the end of the thirty seventh line of the whole tract and running bounding on the tenth line of the second part of lot number two reverse south forty-four and one half degrees west sixty seven and one half perches to a stone at the end of the seventy second line of the whole tract thence bounding on the seventy third line south thirty-five degrees east forty-three perches to a stone thence north fifty eight degrees east one hundred and seventy four perches to a stone set in the thirty sixth line of the whole tract thence bounding on the lines of the whole tract north twenty-five and one quarter degrees west thirty nine perches to a stone thence south sixty eight degrees west one hundred sixteen and six tenths perches to the beginning.

Containing fifty five and one quarter Acres of land more or less.

Being the same property which by deed dated March 14, 1889 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 34, Folio 618 was conveyed by Thomas P. Baldwin, et al to William Queen and Louis Queen.

Being also the same property which by deed dated February 7, 1894 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 46, folio 9 was conveyed by Louis Queen and Annie Queen to William Queen, thereby vesting title to the same in William Queen.

That William H. Queen, also called William Queen, died intestate in 1922. That his wife Eliza Queen never remarried after his death but died intestate in the year 1923. That William H. Queen and Eliza Queen left surviving them the following children: Louis Queen, William Queen, Arthur Queen, Theresa Queen, Frances Queen, Eliza Queen, Lillie Queen, Jessie Queen and Rosa Queen.

That William Queen, son of William H. Queen and Eliza Queen, died intestate and that his wife, Mary S. Queen died intestate in 1936. That three children were born of said marriage: Mary Queen (she died as an infant, never married and without children), William H. Queen, single, and James Queen, single, who are the only heirs at law of William and Mary S. Queen.

That Arthur Queen, son of William H. Queen and Eliza Queen, never married but died many years ago leaving as his only heirs at law and next of kin his brothers and sisters.

That Theresa Queen, daughter of William H. Queen and Eliza Queen, married Linwood Hargrove.

That Frances Queen married and became known as Frances Queen Wood. (That her husband died in 1941.)

That Lillie Queen married John Henry Prout. That Lillie Queen Prout died in 1934. That her husband died in 1936 never having remarried. That Lillie Queen Prout and John Henry Prout had the following children: Edna Marie Prout, single, Milton L. Prout (married to Ethel J. Prout), Mabel Prout Owens (married to Frank E. Owens), William Oliver Prout, widower, and John Henry Prout, Jr. (married to Evelyn E. Prout).

That Jessie Queen married Julius Chase. That Julius Chase died about September 1913. That Jessie Queen Chase died on or about October 13, 1937 never having remarried. That four children were born unto Jessie Queen Chase and Julius Chase, namely: Agnes Chase, Lilly Chase, John Chase and Aloysious Chase. That JohnChase died unmarried and childless. That Aloysious Chase died unmarried and childless about 1935. That Agnes Chase married and became known as Agnes Chase Curtis, but her husband is now deceased. That Lilli Chase married and became known as Lilly Chase Arthur.

That Rosa Queen married and became known as Rosa Queen Moton but her husband is now deceased.

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

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said party of the second part, her heirs and assigns, in fee simple.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantor

Milton L. Prout (SEAL)

Ethel J. Prout (SEAL)

Frank E. Owens (SEAL)

Mabel Prout Owens (SEAL)

William Oliver Prout (SEAL)

Frances Q. Woods (SEAL)

Louis Queen (SEAL)

Linwood Hargrove (SEAL)

William H. Queen (SEAL)

Theresa E. Hargrove (SEAL)

Edna M. Prout (SEAL)

Eliza Queen (SEAL)

STATE OF MARYLAND, to wit:

I HEREBY CERTIFY, That on this day of in the year one thousand nine hundred and sixty four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Milton L. Prout and Ethel J. Prout, his wife, Frank E. Owens and Mabel Prout Owens, his wife, William Oliver Prout, widower, Frances Q. Woods, widow, Louis Queen, widower, Linwood Hargrove and Theresa Hargrove, his wife, William H. Queen, single, Edna M. Prout, single, and Eliza Queen, single the above named grantors, and they acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial Seal.

1780

Thomas E. Chance Notary Public.

Notary Public SEAL

Rec'd for record June 23, 1964 at 3:46 P.

Mailed to T. E. Chance

Thomas E. Chance

Witness as to all

18

BOOK 156 PAGE 364

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber L N P No. 1766 folio 300 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 21st day of JULY A. D., 1964

Examiner's Exhibit No. 1
Clarke v. Rogers, Equity No. 16 4 P4
John S. Rain L, Exam

FILED
1964 JUL 21 PM 4:09

FILED
1964 OCT -6 AM 10:54

Phipps
Clerk of the Circuit Court for Anne Arundel County

18A Plaintiff's Exhibit 3

FEE-SIMPLE DEED—CODE—City or County

BOOK 156 PAGE 365

BOOK 1766 PAGE 303

This Deed, Made this 23rd day of January

in the year one thousand nine hundred and 64, by and between

John H. Prout, Jr. and Evelyn E. Prout, his wife, Agnes C. Curtis, widow, James Queen, single, Lilly Arthur and Willie Arthur, her husband, and Rosa Moton, widow,

in the State of Maryland, of the first part, and

Helen Louvinia Clarke, widow, party

of the second part.

Witnesseth, That in consideration of the sum of ten dollars and other good and valuable considerations

the said parties of the first part

do grant and convey unto the said party of the second part, her

16,284

heirs and assigns, in fee simple, all those parcels of ground, situate, lying and being in Anne Arundel County, State aforesaid, and described as follows, that is to say:—

~~Beginning for the~~

Being all those two parcels of land situate in the 4th election district of Anne Arundel County and particularly described by metes and bounds, courses and distances in a deed of even date recorded among the Land Records of Anne Arundel County immediately prior hereto from Louis Queen, et als to the party of the second part herein, the first of said tracts containing 48 3/16 acres of land, more or less (Being the same property which by deed dated December 15,1905 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 52, folio 477 was conveyed by Bruner R. Anderson, Trustee, to William H. Queen) and the second parcel of ground being and containing 55 1/4 acres of land, more or less (Being the same property described in a deed dated March 14, 1889 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 34, folio 618, from Thomas P. Baldwin, et al, to William Queen and Louis Queen; the said Louis Queen and wife thereafter having conveyed their interest in the same to William Queen).

110

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

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said

party of the second part, her

heirs and assigns, in fee simple.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantor

John H. Prout, Jr. (SEAL)
John H. Prout, Jr.

Agnes C. Curtis (SEAL)
Agnes C. Curtis

James Queen (SEAL)
James Queen

Evelyn E. Prout (SEAL)
Evelyn E. Prout

Lilly Arthur (SEAL)
Lilly Arthur

Willie Arthur (SEAL)
Willie Arthur

Rosa Moton (SEAL)
Rosa Moton

TEST:

Thomas E. Chance
Thomas E. Chance

STATE OF MARYLAND,

I HEREBY CERTIFY, That on this day of in the year one thousand nine hundred and 64, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared John H. Prout, Jr. and Evelyn E. Prout, his wife, Agnes C. Curtis, widow, James Queen, single, Lilly Arthur and Willie Arthur, her husband the above named grantors, and each acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial Seal.

Thomas E. Chance
Notary Public.
Thomas E. Chance

20

BOOK 1766 PAGE 305

BOOK 156 PAGE 367

I hereby certify that before me a Notary public of the State of Michigan personally appeared Rosa Moton, widow, and acknowledged the within instrument to be her act and deed this 23rd day of May, 1964.

JOSEPH E. THOMAS NOTARY PUBLIC WAYNE COUNTY, MICH.

1000

Joseph E. Thomas
Notary Public

JOSEPH E. THOMAS
Notary Public, Wayne County, Michigan
My Commission Expires March 14, 1967

Rec'd for record June 23, 1964 at 3:45 P.M.
Mailed to T. E. Chance

DEED
FAID TO DIPROM 21 1964 TREAS.

John H. Pearl, Grantee

TO

Helen Louvinia Clarke, Widow

BLOCK NO.

Received for Record at ____ 'clock ____ in Liber ____ No. ____ one of the Land Records of ____ and examined per ____, Clerk.

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1964 JUN 23 PM 3:45
RECORDED IN LIBER LNP NO. 1766 FOLIO 303
LOUIS N. PHIPPS, CLERK

Cost of Record, $ 1000

T. E. Chance
110 1/2 4 South St.
Annapolis, Md.

LUCAS BROS., INC., BALTIMORE 2, MD. FORM #26

I hereby certify that the property named in this deed has been transferred as provided by Act 1956 ... (Per Mr. Tarantino)

21

BOOK 156 PAGE 368

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber L N P, No. 1766, folio 303, 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 21st day of JULY, A. D., 1964

Examiner's Exhibit No. 4
Clarke v. Rogers, 16 484 Eq.
John S. Rowe L. Eva

FILED
1964 JUL 21 PM 4:09

FILED
1964 OCT -6 AM 10:54

Louis N. Chipps
Clerk of the Circuit Court for Anne Arundel County

21A

Plaintiff's Exhibit 4.

THIS DEED, made this 10 day of January, 1940, by and between C. Albert Hodges, late County Treasurer of Anne Arundel County, party of the first part, County Commissioners of Anne Arundel County, a body corporate, party of the second part, and John J. Rogers and Helen A. Rogers, his wife, parties of the third part, Grantees, of Anne Arundel County, State of Maryland.

WHEREAS default having been made in the payment of State, County and School taxes due and owing on the property hereinafter mentioned for the year 1930 and assessed to William H. Queen, and the said C. Albert Hodges, late County Collector of State, County and School taxes under and by virtue of the provisions of the law of the State of Maryland and in compliance with the duties therein imposed upon him, having first complied with all of the provisions of the law in relation thereto, proceeded to and did sell the hereinafter mentioned property to enforce the payment of said taxes so in default, and

WHEREAS on the 11th day of October, 1932, the said Treasurer, as foresaid, did sell said property hereinafter described at public sale to the County Commissioners of Anne Arundel County, at and for the sum of Twenty-five Dollars, it being then and there the highest bidder therefor, and

WHEREAS the said sale was duly reported to the Circuit Court for Anne Arundel County and the proceedings having been found regular and the provisions of the law having been fully complied with, and the Order Nisi was duly passed thereon, and

WHEREAS after the publication of said Order Nisi as required by law the sale was finally ratified and confirmed by the Circuit Court for Anne Arundel County on the September 3, 1936, and the said Treasurer is authorized to execute this deed, and

WHEREAS the said County Commissioners of Anne Arundel County, a body corporate, has sold all of its right, title and interest in said property unto the said John J. Rogers and Helen A. Rogers, his wife, and desires to transfer its interest unto them.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of Twenty-five Dollars paid by the said parties of the third part to the said parties of the

first and second part, the receipt whereof is hereby acknowledged, the said parties of the first and the second part do hereby grant and convey unto the said John J. Rogers and Helen A. Rogers, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns in fee simple all that lot or parcel of ground situate near Waugh's Chaper in the Fourth Election District of Anne Arundel County, containing 48-3/16 acres of land, more or less. Being the same property which was conveyed to William H. Queen by Bruner R. Anderson, Trustee, by deed dated December 15, 1905, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 52, folio 477.

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

TO HAVE AND TO HOLD the above described property unto and to the propert use and benefit of the said John J. Rogers and Helen A. Rogers, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns in fee simple.

WITNESS the hand and seal of C. Albert Hodges, late Treasurer of Anne Arundel County, and witness also the signature of John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate,and the corporate seal thereof duly affixed and attested by its Clerk.

ATTEST:

J. CARSON BOUSH

R. HARRY ARNOLD

CLERK. (CORPORATE SEAL)

C. ALBERT HODGES, (SEAL)
Late Treasurer of A.A. County
County Commissioners of Anne Arundel County

By JOHN J. LEVAY
PRESIDENT.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 10 day of January, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. Albert Hodges, late County Treasurer of Anne Arundel County, and acknowledged the aforegoing instrument to be his act and DEED and at the same time also personally appeared John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate, and duly acknowledged the foregoing instrument to be the act and DEED of said body corporate.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

THEODORE T. PANTALEO

NOTARY PUBLIC

Recorded-January-10-1940-3-P.M.

BOOK 156 PAGE 371

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber J H H No. 209 folio 465 one of the Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seol of the Circuit Court for Anne Arundel County this 21st day of JULY A. D., 196 4

Examiner's Exhibit No 3
Clarke v. Rogers, Eq No 16,484

Louise M. Phipps
Clerk of the Circuit Court for Anne Arundel County

23A

FILED
1964 JUL 21 PM 4:09

Plaintiff's Exhibit 5

FILED
1964 OCT -6 AM 10:54

BOOK 156 PAGE 372

HELEN L. CLARKE 1407 John Street Ferndale Glen Burnie, Maryland	:	NO. 16,484 EQUITY
	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
JOHN J. ROGERS and HELEN A. ROGERS, his wife Gambrills, Maryland	:	

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE THE JUDGES OF SAID COURT:

Now come the Defendants, John J. Rogers and Helen A. Rogers, his wife, by Winson G. Gott,Jr., their Solicitor, and for Answer to the Bill of Complaint in this case respectfully show:

1. That the defendants admit that William H. Queen acquired 48 3/16 acres of land in the Fourth Election District of Anne Arundel County by deed dated December 15, 1905 and recorded in Liber G.W.No. 52, folio 477, but do not know if the land was vacant, unimproved and unoccupied.

2. The defendants are without knowledge of the matters and facts set forth in Paragraphs 2, 3, 4 and 5.

3. Answering the 6th paragraph of the Bill, the defendants state that they are without knowledge of whether or not the land was vacant, unimproved and unoccupied prior to their acquisition of the tract and state that from time to time since their acquisition they have visited the tract and walked thereon and allowed others to go upon the premises;also cut firewoodand dug sand and gravel.

4. Answering the 7th paragraph of the Bill the defendants state that the property was sold at tax sale on November 14, 1933 to the County Commissioners according to Report of Sale in the proceedings in No. 1938 Tax Sales, "In the Matter of the Sale of the Land of William H. Queen".

5. The defendants answering the 8th paragraph of the Bill of Complaint deny that the aforesaid tax sale proceedings were null and void and aver that said sale was valid, and the defendants do answer the sub-paragraphs as follows: (a)they admit that the Report of Sale states that notice of the said tax sale was mailed to the "Wm. Queen Est. Gambrills, Md. R.F.D." but they are without knowledge that notice was not given to the heirs of William H. Queen and state that although William H. Queen is said to have died in 1922 the taxes do not appear to have been in default until 1930; (b) the defendants are without

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knowledge that the levy was not made in accordance with the law or that the provision for posting the premises prior to sale was not complied with; (c) the defendants admit that the Report of Sale was, according to the records, filed on July 9, 1936; (d) the defendants admit that the records show that the records show that the sale was ratified on September 3, 1936; (e) the defendants are without knowledge that C. Albert Hodges was not the duly elected Treasurer at the time of the aforementioned report of sale but deny that he had no right to report the sale and deny that Joseph H. Pepper should have made the report of sale; (f) that it is not necessary that Order Nisi shall run before report of sale is filed; (g) the defendants deny that the consideration was inadequate; (h) the defendants are without knowledge that no attempt was made to sell a portion of the property and state that the tax sale proceedings do not show that no attempt was made to sell a portion only to satisfy taxes; (i) the defendants are without knowledge of how many tracts of land William H. Queen owned but state that the description in the tax sale proceedings was adequate and sufficient and it stated not only the amount of acreage but the correct title reference; (j) the defendants are without knowledge of what heirs were not in the State of Maryland at the time the proceedings were instituted or conducted, but state that the advertisement of sale was sufficient to give notice to non-residents.

6. The defendants deny that the oratrix owns the good and merchantable fee simple title to the aforesaid real estate and deny that she acquired title by the two deeds referred to in paragraph 9 and are without knowledge that the grantors in said deeds were the heirs at law of William H. Queen.

7. Answering the 10th paragraph of the said Bill of Complaint the defendants are without knowledge of the heirs of William H. Queen and further answering said paragraph the defendants deny that the heirs at law of William H. Queen were in constructive possession of said property until the oratrix purchased the property and aver that the heirs of William H. Queen were divested of all right, title, interest and estate in said property by the aforesaid tax sale and deny that the oratrix is in constructive possession or that she has any title to said property.

8. The defendants admit the allegations in paragraph 11 and state that they have paid taxes every year since acquiring the property and that at no time have the heirs of William H. Queen made any claims to said property to the defendants.

9. The defendants have no knowledge of the date of expiration of the term of C. Albert Hodges but deny that he had no authority to execute the aforesaid deed and aver that he did have authority and conveyed title thereby to the defendants.

10. Answering paragraphs 13 and 14 the defendants admit that there was no deed from the Treasurer to the County Commissioners but deny that the said Treasurer and County Commissioners had no title to convey and aver that the deed executed by said C. Albert Hodges and the County Commissioners conveyed good fee simple title to the defendants.

11. The defendants answering paragraph 15 deny that the said tax sale proceedings and the deed to the defendants in pursuance thereto are null and void and deny that the deed casts a cloud on the oratrix's property or that it will cause her irreparable injury and aver that said tax sale proceedings and deed are valid and the oratrix has not acquired any title to the said property.

12. The defendants admit the allegations in paragraph 16.

13. The defendants aver that the heirs of William H. Queen had notice of the aforementioned tax sale and made no effort to have the sale set aside and were guilty of laches.

14. And further answering said Bill of Complaint the defendants allege that the said heirs of William H. Queen were not made parties to this proceeding and the oratrix did not acquire any rights by the aforesaid deeds to entitle her to file this case.

Wherefore, having answered the Bill of Complaint as fully as they can these defendants pray to be dismissed with costs.

John J Rogers

Helena Rogers

Defendants

Winson G. Gott, Jr., Solicitor
Lee Building, Annapolis, Md.
CO 3-2834

Service of copy admitted this 9th day of Sept. 1960

Thomas S. Kance
Sol. for Plaintiff

26

HELEN L. CLARKE

Plointiff

vs.

JOHN J. ROGERS, and
HELEN A. ROGERS, his wife,

Defendont s

BOOK 156 PAGE 375

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 16,484 Equity

x x x x x x x x x x

MOTION FOR HEARING

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff in the coptioned oction respectfully moves the Court to set the pending case, on its merits ~~in this cause~~ for heoring.

Thomas E. Chance

Adrianne Duvall

Attorney for Plaintiff

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1964 SEP -2 PM 4:11

~~ORDER~~

~~ORDERED~~ this 2" doy of September 1964 by the Circuit Court of Anne Arundel County, upon the foregoing motion, that a hearing will be held in this Court on the Merits in this couse at 2 o'clock P m., on the 23" day of Sept. 1964; provided a copy of this Order be served on the defendont or his ottorney of record on or before the doy of 19

Carl E. Ortman
—Judge—
Assignment Clerk

BOOK 156 PAGE 376

HELEN L. CLARKE	*	NO. 16,484 EQUITY
Plaintiff,	*	IN THE
VS	*	CIRCUIT COURT
JOHN J. ROGERS, and	*	FOR
HELEN A. ROGERS, his wife,	*	
Defendants,	*	ANNE ARUNDEL COUNTY

* * * * * *

NOTICE OF DEPOSITION

* * * * * *

Pursuant to Rule 405 of the Maryland Rules, the Plaintiff, Helen L. Clarke, will take the Deposition of the following named witness upon oral examination before a Notary Public of the District of Columbia at the offices of Samuel B. Block, Esq., Suite 505, Investment Building, 1511 K Street, N.W., Washington, D.C., on Friday, September 18, 1964 beginning at 4:00 P.M., to continue from day to day until completed: Edna Marie Prout, 500 3rd. Street, N.W., Washington, D.C.

Solicitor for Plaintiff

I hereby certify that on this 11th day of September, 1964, I mailed copies of the foregoing notice to Winson G. Gott, Jr., Esq., Lee Building, Annapolis, Maryland, Solicitor for Defendants.

Solicitor for Plaintiff

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1964 SEP 11 AM 10:42

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BOOK 156 PAGE 377

HELEN L. CLARKE	*	NO. 16,484 EQUITY
Plaintiff,	*	
		IN THE
VS	*	
		CIRCUIT COURT
JOHN J. ROGERS, and	*	
HELEN A. ROGERS, his wife,	*	FOR
Defendants,	*	ANNE ARUNDEL COUNTY

* * * * * *

NOTICE OF DEPOSITION

* * * * * *

Pursuant to Rule 405 of the Maryland Rules, the Plaintiff, Helen L. Clarke, will take the Deposition of the following named witness upon oral examination before a Notary Public of the State of Michigan at the offices of Associated Court Reporters, First National Building, corner of Woodward Street & Cadillac Square, Detroit, Michigan, Monday, September 21, 1964 beginning at 10:00 A.M. E.S.T., to continue from day to day until completed: Rosa Queen Moton, 110 Eliot Street, Detroit, Michigan.

Solicitors for Plaintiff

I hereby certify that on this 14th day of September, 1964, I mailed copies of the foregoing notice to Winson G. Gott, Jr., Esq., Lee Building, Annapolis, Maryland, Solicitor for Defendants.

Solicitor for Plaintiff

FILED

1964 SEP 14 PM 2:05

HELEN L. CLARKE	*	NO. 16,484 EQUITY
Plaintiff,	*	IN THE
VS	*	CIRCUIT COURT
JOHN J. ROGERS, and	*	FOR
HELEN A. ROGERS, his wife,	*	
Defendants,	*	ANNE ARUNDEL COUNTY

* * * * * *

REQUEST FOR SUMMONS

* * * * * *

Mr. Clerk:

Pursuant to Maryland Rule 407, please issue a Summons for the following named witness to be and appear at the offices of Associated Court Reporters, First National Building, corner of Woodward Street & Cadillac Square, Detroit, Michigan, Monday, September 21, 1964, for the purpose of taking her deposition upon oral examination at said time and place before a Notary Public of the State of Michigan.

Rosa Queen Moton
110 Eliot Street
Detroit, Michigan

Thomas E. Chance

F. Charles Duvall

Solicitors for Plaintiff

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1964 SEP 14 PM 3:26

30

HELEN L. CLARKE,	*	IN
Plaintiff	*	THE CIRCUIT COURT
vs	*	FOR
JOHN J. ROGERS, et ux.,	*	ANNE ARUNDEL COUNTY
Defendants	*	No. 16,484 Equity

** * **

TESTIMONY ON BEHALF OF PLAINTIFF

September 23, 1964

PRESENT:

C. Osborne Duvall, Esq., Attorney for Plaintiff

Thomas E. Chance, Esq., Attorney for Plaintiff

Winson G. Gott, Esq., Attorney for Defendants

Raphael G. Urciolo, Esq., Attorney for Defendants

John G. Rouse, Jr., Esq., Court Examiner and Master

Mrs. Audrey C. Geregitano, Court Stenographer

WITNESSES:

Edward J. Albert, Pages 2 - 10

Michael V. McCutchan, Pages 11 - 12

C. Albert Hodges, Pages 13 - 15

John J. Rogers, Pages 16 - 20

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1964 OCT -6 AM 10:52

EDWARD J. ALBERT, a witness of lawful age, having been first duly sworn, deposes and says:

(MR. DUVALL)

1 Will you state your name and address, please?

A My name is Edward J. Albert and the address is 205B Farragut Court, Annapolis, Maryland.

2 What is your profession?

A I'm an attorney specializing in real estate law.

3 And what experience have you had in this field?

A Well, for the last ten years, my entire working life has been devoted to the searching of land records and investigating titles to real estate. I have a Bachelor of Arts degree and a Bachelor of Laws degree from the University of Maryland, and I spent two years as a title examiner with the Title Guarantee Company, the largest title company in the State of Maryland.

4 Mr. Albert, were you requested to examine title to approximately 48 3/16 acres of land acquired by William H. Queen by a deed recorded in Liber G.W. No. 52, folio 477?

A Yes, I was.

5 And did you make that examination?

A Yes, I did.

6 And in whom do you find title vested at the present time?

A I find title vested in a party by the name of Helen L. Clarke, C-L-A-R-K-E, by virtue of two deeds to her; the first of which is recorded in Liber L.N.P. 1766, page 300, dated June 23, 1964,

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and recorded on what appears to be June 23, 1964. The second deed to her is recorded in Liber L.N.P. 1766, page 303, dated June 23, '64, this year, and recorded on June 23, 1964. Both of these deeds are from the descendants of William H. Queen and by virtue of these deeds, title is vested in Helen L. Clarke. I also find -

7 Excuse me, may I interrupt you at this point? Mr. Examiner, I would like to offer the deed recorded L.NP. 1766, folio 300, as Examiner's Exhibit No. 1; and the deed recorded L.N.P. 1766, folio 303, as Examiner's Exhibit No. 2, certified copies are filed with the Bill of Complaint and are offered at this time.

(CERTIFIED COPY OF DEED RECORDED IN LIBER L.N.P. NO. 1766, FOLIO 300, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1; CERTIFIED COPY OF DEED RECORDED IN LIBER L.N.P. NO. 1766, FOLIO 303, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

A (Witness continuing) My examination of the Land Records of Anne Arundel County also indicated a tax sale, which I believe to be erroneously conducted, had been made against the William Queen Estate. And arising out of said tax sale, which was sold to the County Commissioners of Anne Arundel County for thirty dollars, there was a deed to John J. Rogers and Helen A. Rogers, his wife, from C. Albert Hodges, late County Treasurer of Anne Arund County, and also from the County Commissioners of Anne Arundel County, recorded in Liber J.H.H. 209, page 465, dated January 10,

1940, and recorded January 10, 1940.

MR. DUVALL: May I interrupt you, sir. At this point, Mr. Examiner, I would like to offer the certified copy of that deed filed with the Bill of Complaint, J.H.H. 209, folio 465, as Examiner's Exhibit No. 3, and at the same time, sir, offer in evidence as Examiner's Exhibit No. 4 the certified copy of Tax Sale Proceedings No. 1938, as Examiner's Exhibit No. 4.

(CERTIFIED COPY OF DEED RECORDED IN LIBER J.H.H. No. 209, FOLIO 465, FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 3; CERTIFIED COPY OF TAX SALE PROCEEDINGS NO. 1938 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 4)

A (Witness continuing) I may note that the consideration mentioned in the deed to Mr. and Mrs. Rogers was $25.00, and as I said, the price of the sale to the County Commissioners was $30.00, and that I believe brings the title as to the parties in title up to date.

8 Now, do you have an opinion as an expert in titles to real estate as to the legal effect of the tax sale proceedings about which you have testified and a copy of which has been offered in evidence?

A Yes, sir, I have.

9 What is your opinion?

A I believe that there are several gross irregularities in the sale

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which would cause it to be stricken, cause it to be ineffectual entirely, as divesting title from the William Queen descendants and William Queen, himself. Of course, he was dead at the time of this sale. The most glaring of the errors, I believe, is the violation of the rules set down in the case of Free v. Green, which is 175 Md. page 36, a case decided in 1938, based on a statute very similar to the one involved in this tax sale, in which the sale was not reported within a year of the date of the making of the sale. In this case the same was true. The date of the sale was November 14, 1933 and the sale was not reported until July 9, 1936, and the Court held in that case that a person who loses property by tax sale has a year and a day within which to redeem. If the report of sale is made after a year and a day, the person who lost the property has not an occasion to see if there were irregularities in the proceedings by consulting the report of sale. That was true in this Free v. Green case, and it was also true here since, as I said, the sale was not reported until approximately three years after the date of sale.

10 Are there any other glaring ----

A Well, may I say at this time, Mr. Duvall, that when a title man examines a title and comes across a situation like this, he rejects the title at that time, unless you can get a quit claim deed or a confirmatory deed from the heirs or the person who has lost the property by tax sale. And I find some other errors that I do not feel are as gross, but nevertheless, I'd like to mention

them. The property was assessed, I notice, for approximately $700.00, more or less, and the County Commissioners paid only $30.00 for the property. In the tax sale, the original papers indicate that there was a fee paid for a surveyor's charges, I see no attempt on the part of the Treasurer to divide the land into smaller parcels to try to sell it in smaller parcels and try to satisfy the tax lien. Here you have property worth $700.00 and some dollars and in its entirety sold for $30.00. I believe that a smaller part of this property could probably have been sold to the County Commissioners for the same amount of money. Another mistake, I feel, that exists in the tax sale proceedings is that the notice which was sent out to the person or persons assessed with the property was sent to William Queen Est., E-S-T, and I believe that this is insufficient notice to put a person on notice that his property is about to be sold. I believe that the word Est. means estate, and I think if the word estate were used, that would indicate that the Treasurer had knowledge that the original party was deceased, and that the wording which could have been used could have been better. Also, I might add, that the original papers indicated that a title search was made of this property furthering the idea that the Treasurer had knowledge of the death of William H. Queen. Another gross error, I feel, was the lack of posting of the property itself. Under Statutes in existence at that time - the property had to be posted with a notice that the property was about to be sold. Also, a copy of the tax bill and other pertinent information. In this particular

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case, the original papers indicate that such was not the case. The property was not posted, although further in the wording of the proceedings, there is a statement that one of the notices of the sale was posted on the premises but the other pertinent information, such as the amount of taxes due, the costs and the notice of the levy, were not posted on the property. Another minor point, I feel, is that the tax sale proceedings were not recorded in a judicial liber as required by equity rules. There is a reporting of the docket entries pertinent to that tax sale proceedings but there is no recordation of the entire proceedings themselves.

I'd like to make one more point, if I may, sir. I notice under the statute which was in force at the time, let me give you the citation to that: Chapter 615 of the Acts of the General Assembly of Maryland of 1894, as amended by Chapter 418 of the Acts of 1908. Now, under that statute I find the following language: "The Treasurer must comply with the provisions of this section and enforce collection of taxes so remaining under 'Unpaid' before the first of January next succeeding the time when he is herein required to compel payment of such taxes." This language might well be interpreted to mean that the tax sale must follow before the first day of January of the next succeeding year after the levy. In this case, that was not true. The tax sale didn't take place until November 14, 1933, although the levy

was in June of 1931 - uh - that's right, the 5th of June 1931. Mr. Duvall, those are the major points that I found which would cause me to turn title down, as we say in real estate profession, to this property, if title were coming through this tax sale.

11 May I ask you this question, Mr. Albert. How, according to the original records, was the property advertised?

A I'll consult those records, Mr. Duvall. I have the clipping from the paper in which the advertisement of sale appeared, and it said, "All that lot or parcel of ground and improvements lying in the Fourth Election District of Anne Arundel County, containing 48 3-16 acres of land, more or less, which was conveyed to William H. Queen by Brunir R. Anderson, Trustee, by deed dated the 15th day of December, 1905, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 52, folio 477, etc., assessed to William Queen Estate for the year 1930, subsequent taxes to be paid by purchaser on ratification of sale."

12 In your opinion, is that an adequate advertisement?

A No, sir, it is not.

MR. DUVALL: Any questions of this witness?

MR. URCIOLO: Mr. Examiner, my name is Raphael G. Urciolo. I represent Mr. Rogers. I think that the only observation that I wish to make at this time is that it should be borne in mind that these transactions took place during a period of depression in our Nation's history. Perhaps this might account for some of the lackidaisical manner

in which - perhaps - these sales may have taken place. Thank you.

MR. DUVALL: At this point, Mr. Examiner, I would like to offer as Examiner's Exhibit no. 5 the deed filed with the Bill of Complaint as Plaintiff's Exhibit 1, to William H. Queen, recorded in Liber G.W. 52, folio 477; and also at this time I would like to offer the following affidavits reciting under oath the history of the heirs of William Queen. First, an affidavit of Rosa Queen Moton, as Examiner's Exhibit No. 6; an affidavit of Agnes C. Curtis as Examiner's Exhibit No. 7; an affidavit of William H. Queen, as Examiner's Exhibit No. 8; an affidavit of Edna M. Prout, as Examiner's Exhibit No. 9; and an affidavit of Louis Queen as Examiner's Exhibit No. 10.

(CERTIFIED COPY OF DEED RECORDED IN LIBER NO. GW. 52, FOLIO 477 FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 5; AFFIDAVIT OF ROSA QUEEN MOTON FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 6; AFFIDAVIT OF AGNES C. CURTIS FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 7; AFFIDAVIT OF WILLIAM H. QUEEN FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 8; AFFIDAVIT OF EDNA M. PROUT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 9; AFFIDAVIT OF LOUIS QUEEN FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 10)

MR. DUVALL: May it please you, Mr. Examiner, may the record show that it is stipulated between counsel for the defendants and the plaintiff, that the affidavits heretofore introduced are introduced in lieu of direct testimony of the pedigree of the family of William H. Queen.

MR. ROUSE: Is that correct, sir?

MR. URCIOLO: Yes, sir.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties?

If so, state same fully and at large in your answer

Answer No

Signature Edward J Albert

MICHAEL V. McCUTCHAN, A WITNESS of lawful age, having been first duly sworn, deposes and says:

(MR. DUVALL)

1 Will you state your name and address, please?

A Michael V. McCutchan, 210 North Linden Avenue, Annapolis, Maryland.

2 Mr. McCutchan, on or about June 6, 1964, did you have occasion to visit the property on Waugh Chapel Road, which deed is held by Mr. and Mrs. John J. Rogers, and subsequently, two deeds by one Helen L. Clarke?

A Yes, sir, I did.

3 And while there, did you have occasion to take photographs?

A Yes, sir.

4 Before introducing the photographs, would you briefly describe for the record what you found at the site?

A Well, it began at a point down towards the bottom of the hill on a sandy strip that ran back into the property. Generally speaking, about 98% of it was heavily wooded. There appeared to be no habitation that I could find, in traveling over the property, and we spent, I would say, some two to three hours examining it.

5 Did you take certain photographs?

A Yes, sir. I did.

6 I hand you eleven photographs and ask you if you can identify them.

A Yes, sir.

7 Do they fairly represent the scene portrayed in each of those photographs?

42

A Yes, sir, they do.

MR. DUVALL: I offer those photographs as Examiner's Exhibit No. 11, A to L, inclusive.

(11 PHOTOGRAPHS FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 11, A THROUGH L, INCLUSIVE)

MR. ROUSE: Any objection to these?

MR. GOTT: No, if I may cross-examine.

(MR. GOTT)

1 How were you able to identify the property?

A I was taken there by Mr. Chance and for the sole purpose of examining the property to see that it was not habited, and asked at that time, after surveying the property, if I would take these photographs.

2 I notice one picture has manholes, what was that?

A Well, I was shown before I began the taking of the photographs, a plat of the land which depicted the manholes which appeared to me to be either a sewer line or a water line. I'm unfamiliar with the type of manhole it was, but I did check the manholes off according to the plat on going back to see if I was looking at the right part of the land, and the land covered as I walked from the road facing the manholes off to my left.

MR. DUVALL: Thank you, Mr. McCutchan, you may be excused.

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 Michael V. McCutcheon

C. ALBERT HODGES, a witness of lawful age, having been first duly sworn, deposes and says:

(MR. DUVALL)

1 Will you state your name and address, please?

A C. Albert Hodges, 6 Revell Street, Annapolis, Maryland.

2 Mr. Hodges, in the year 1936 and prior thereto, did you hold any public office in Anne Arundel County?

A Yes, I certainly did.

3 And what office did you hold?

A County Treasurer.

4 And for what period of time were you County Treasurer, Mr. Hodges?

A From 1933 to 1935.

5 And when did you leave office? Do you remember the date that your term expired?

A As I recall, the change came in the first week in May in '35.

6 In 1935?

A Yes.

7 All right, now, when you were holding the office of County Treasurer and there was a delinquency in the payment of taxes, what procedure did you follow to collect those taxes?

A Well, during that certain period we'd send out what we called a letter notice.

8 At that time, that would be mailed?

A It could at that time, it could be mailed or posted on the property.

9 Now, directing your attention to the copy of the tax sale pro-

ceedings we are concerned with in this instance. You don't have any personal recollection of the property assessed to or taxes levied to William Queen Est, do you?

A Well, I'd know approximately where it was located but it's too far back for an old man like me to remember.

10 I show you a copy of these proceedings and down near the bottom, the word "delivered" is lined through and "Mailed" is written above that. Would that be an accurate record of what in fact was done in this particular instance, sir?

A Yes, sir.

11 All right, now, where as here you had a given size acreage, in this instance 48 and a fraction acres, what steps, if any, would be taken to sell a part of that land to satisfy the delinquent taxes?

A It wasn't ordinarily done unless the party owned two separate tracts.

12 I see.

A Then it was advertised as one to cover the taxes on both.

13 Then your report of sale indicates that it was sold to the County Commissioners, I believe, for $30.00?

A Yes.

14 Would that be the practice at that time that the Commissioners would bid the amount of taxes?

A Yes.

46

15 And go no further in their bidding?

A Yes, we never knocked it down for the County unless somebody else bid on it.

16 Directing your attention again, Mr. Hodges, to the certified copy of the tax sale proceedings, under the third paragraph, 3rd A of the report, you will note that the area has not been filled in and that it is blocked out by a cross mark. Would that indicate that the property was not posted?

A Yes.

17 All right, sir. I think that's all of this witness.

(MR. URCIOLO)

1 As a matter of fact, in those deep depression days, you were lucky to get any bid whatsoever, were you not?

A Listen, I was asked not to foreclose on land in lots of incidents.

2 In fact, the County was glad to try to get anything for some kind of revenue?

A Yes.

MR. URCIOLO: Thank you.

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 G Albert Hodges

JOHN J. ROGERS, a witness of lawful age, having been first duly sworn, deposes and says:

(MR. DUVALL)

1 Will you state your name and address, please?

A John J. Rogers, Gambrills, Maryland.

2 And you are the husband of Helen A. Rogers?

A That's right.

3 And Mr. Rogers, you are familiar with the property which we are talking about, that 48 and a fraction acres on Waugh Chapel Road?

A Yes.

4 When did you purchase that property, Mr. Rogers, do you recall?

A The exact date I don't know, but I think it was in the latter part of December 1937. It must have been about the 28th. I have these records at home.

5 Well, let me see if I can refresh your memory.

6 This came up too fast and I didn't realize you needed these records.

6 Do you recall whether or not you obtained your interest in the property by a deed from the County Commissioners of Anne Arundel County and the former Treasurer of Anne Arundel County, Mr. C. Albert Hodges?

A The way it was bought, I bought it from the property clerk and I have his receipts at home. I can't remember his name now but he was the property clerk and we bought that property because we were looking for a deposit of building sand. We bought it for the building sand.

7 Do you recall what you paid for it?

A Yes, it was a $100.00 down and a $100.00 a year. The total price was $400.00. I have receipts for that at home = and checks.

8 All right, sir, do you know what you paid in taxes to the County?

A No, I have all my tax bills. That first tax bill was assessed at $241.00. That was the first assessment and I have all my tax bills at home.

9 Well, are you in a position where it's possible for you to approximate the amount of taxes that you have paid?

A No, I never could estimate that back. I can do that, though.

10 Have you ever lived on the property?

A No, when we first bought it, we cut firewood. That was before the fuel oil days and we cut firewood because there'd been a fire through there and killed a number -- oh, half of the trees on the property. It wasn't farm land. It was just second-growth timber and these fires would come through there about every five years and they would kill off about half the trees or more, and we were using the dead trees because they were dry firewood for the furnace at home. And, also, the men that worked for me, they got their free firewood there.

11 Now, were there any buildings or fencings on the property when you purchased it?

A Yes, there was a fence on the lower side along where the present sewer line is. That's disappeared now down during the years, but there was a fence there, and then on top of the hill, there was

foundations where a house had stood, and there was still a pear orchard and apple orchard. Then I think there's still some apple trees on the place where the house had been. I can locate that.

12 Now, have you erected any dwellings on the property, sir?

A No, the only thing we did, we cut timber on it for firewood and dug the sand - building sand - and we also dug gravel on the lower part and put it through the washer. That was my reserve supply of building sand and gravel.

13 Now, Mr. Rogers, have you and your wife, or did you and your wife about September 23, 1963, give an option to one Arthur J. McGinnis, M-C-G-I-N-N-I-S, for this property?

A That's correct. That's exactly a year ago today.

14 Now, as of today, do you have any knowledge that Mr. McGinnis has taken any steps to perfect title to this real estate?

A No, in that agreement that we had, he was -- you see, he got that in April at first and he kept asking for more extension, that was April 1st of 1963, that's about eighteen months prior and he kept asking for more time and I give him more time, and then on the 23rd, he come to me -- well, before -- prior to that -- he said there was some flaws in the deed that I didn't know anything about and he wanted me to go half on clearing up the title and I thought it over, and I didn't know what it was going to cost me and he wouldn't give me no definite price on it. And then I asked him after I spent the money whether they would guarantee me a clearer deed on that, and they said they couldn't do that. So then I decided

I wasn't going to go through with paying half and the very next day, he came around with another contract, that was on the 23rd, assuming all costs of clearing the deed if I would give him a two months -- so I had him insert a clause in there that he would start clearing the deed immediately. And I don't know whether he's done it or not.

15 You have no knowledge that he has?

A None whatever.

16 All right, now, one final question, I think, Mr. Rogers. Except for this proceedings that we are now conducting, has there been any other law suits, litigation, as we call it, between you and Mrs. Rogers on one hand and Mrs. Clarke on the other regarding this property?

A No.

17 Mr. Rogers, in answer to one of my earlier questions, do I understand you to say that at the time this option of September 23, 1963, was executed there was at that time an oral agreement that Mr. McGinnis would begin immediately to perfect title?

A That's correct, because, you see, I refused to go one=half on it not knowing what the cost would be and not knowing whether I was wasting my money.

MR. DUVALL: All right, I think that's all, Mr. Rogers.

MR. ROUSE: Any questions?

(MR. URCIOLO)

18 Just one more question, Mr. Rogers. I understand that -- did I

understand you correctly that the actual consideration for this tax deed was, what amount?

A $400.00.

19 Which you paid to the County?

A That was a fair price for the property being that it wasn't agricultural land. It was just second-growth timber, that the fires would sweep through usually about every five to seven years.

20 Did you ever make any attempt to keep anybody off the premises?

A Yes, I did, because there were people cutting firewood on it and also hauling gravel. It didn't matter with the sand because it had no value then but they were hauling gravel and I had to drop by there about every week or two weeks to see that no one was hauling it off. They were loading by hand then, they didn't use machines.

21 One more question, Mr. Rogers, how often would you say that you have gone on the premises? Would you say once a month, once a week?

A Well, lots of times it was more often than once a week -- sometimes once every two weeks or once a month, depending on the weather. In the winter time, I went by less often.

22 Mr. Rogers, would you say that this statement which I am about to make could be correct? Don't answer until counsel has had a chance to object. That one of the reasons that you did not build a home on this land was because you had a home only about two miles from there?

MR. DUVALL: You can answer it.

A (Witness) That's correct, that was my reserve supply of gravel and sand.

MR. URCIOLO: Thank you, no further questions.

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? No

If so, state same fully and at large in your answer

Answer No

Signature John J. Rogers

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 6th day of ~~September~~ October 1964.

John G. Rouse, Jr., Examiner (SEAL)

$31.00

J.R. ~~$25.00~~

A.G. $20.00

I hereby certify that before me a Notary Public of the State of Michigan, in and for Wayne County personally appeared Rosa Queen Moton, widow, and made oath in due form of law as follows:

That I am the daughter of William Queen and Eliza Queen. That my father, William Queen, died in 1922. That my mother, Eliza Queen, died in 1923. That my father and mother had nine children. That these children were:

1. Louis Queen, my brother
2. William Queen, my brother
3. Arthur Queen, my brother
4. Frances Queen, my sister
5. Lillie Queen, my sister
6. Jessie Queen, my sister
7. Theresa Queen, my sister
8. Eliza Queen, my sister
9. Rosa Queen, myself

That my brother William Queen died and left surviving him two sons named William and James. That he and his wife had a daughter named Mary who died as an ~~[illegible]~~ FILED

1964 OCT -6 AM 10:53

Examiner's Exhibit No 6
Clarke v. Rogers Eq 16 4 Pf
[illegible]

56

That my brother Arthur Queen died many years ago and left no wife or children.

That my sister Lillie Queen married John Henry Prout. That Lillie Queen Prout died. That there were five children born to them, namely: Edna Marie Prout, Milton L. Prout, Mabel Prout, William Oliver Prout and John Henry Prout, Jr. (My sister Lillie Prout died about 1934. Her husband John Henry Prout died about 1936.)

That my sister Jessie Queen married Julius Chase. That Julius Chase died in 1913. That ~~she~~ (Jessie) ~~husband~~ died about 1937. That they had four children, namely: Agnes Chase, John Chase, Lilly Chase, and Aloysious Chase. That the two boys, John and Aloysious both died as single men.

That I left Anne Arundel County, Maryland many years ago, about age of 17. That I am a widow. That I have visited the

57

State of Maryland but have never lived there as a resident since I left Anne Arundel County in 1900.

I was born 81 years ago this past August 17th.

I understand that this affidavit is to be used for the establishment of the family history of the heirs of my mother and father William Queen and Eliza Queen.

Rosa Queen Moton
ROSA QUEEN MOTON

Subscribed and sworn to before me this 14 day of September 1964.

Juanita Hoppler
Notary Public
Wayne County, Mich.
Com. exp: Sept 5, 1966

5 8

I, Agnes C. Curtis, widow, daughter of Jessie Queen Chase, hereby state that my mother died on or about 10/13/1937. That my father Julius Chase died on or about Sept. 1913. That there were 4 children of my father & mother who were Lilly Arthur, myself (Agnes Curtis), John Chase and Aloysious Chase. That my brother Aloysious Chase died about year 1935, That he was single at the time of his death. That my brother John died on Sept 10, 1963. That he was not married at the time of his death and that he left no widow or children.

Agnes C. Curtis

I hereby certify that before me a Notary Public of the State of Maryland personally appeared Agnes C. Curtis and made oath in due form of law that the above matters and facts are true and correct to the best of her information and knowledge.

Thomas E. Chance
Notary Public

Thomas E. Chance NOTARY PUBLIC Anne Arundel Co. Md.

FILED
1964 OCT -6 AM 10:53

5/8/64

I, William H. Queen, hereby state that I am the son of William Queen and Mary S. Queen. That my father was the brother of Louis Queen and son of William Queen. That my father died about five years ago. And that my mother died in 1936. That my father and mother had three children which were named:

Mary Queen.
James Queen
And William H. Queen (this affiant)

That my sister died during her childhood as an infant and was never married. My father never remarried.

That I am single.

That my brother and I are the only heirs of William and Mary S. Queen.

~~William H. Queen~~
William H. Queen

I hereby certify that before me a Notary Public of the State of Maryland

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1964 OCT -6 AM 10:53

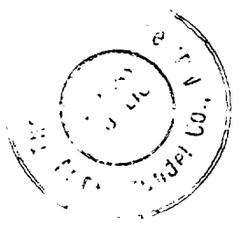
(over)

Examined: R. Lind No. 8
Clerk v. Regis. Eq. 16 Feb 64
[illegible]

60A

personally appeared William H. Brown and made oath, in due form of law that the above matters and facts are true and correct to the best of his information and knowledge.

Thomas S. Chance
Notary Public



5/9/1964

I, Edna Marie Prout, hereby state that I am the daughter of Lillie Queen Prout and John Prout.

That there were born to my parents the following children:

William Oliver Prout
Queen Edna Marie Prout (myself)
John Henry Prout, Jr.
Milton L. Prout
Mabel Prout Owens

That my mother died in 1934 and that my father died in 1936.

Edna M. Prout
Queen Edna Marie Prout

I hereby certify that before me a Notary Public of the State of Maryland personally appeared Edna Marie Prout and made oath in due form of law that the above matters and facts are true and correct to the best of her information and knowledge.

Thomas E. Chance
Notary Public

Thomas E. Chance Notary Pub. Lic. Anne Arundel Co.

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1964 OCT 6 AM 10:53

I, Louis Queen, hereby state that I am the son of William Queen who died about the year 1922 and that I am the son of Eliza Queen who died about the year 1923. That my mother and father had nine children and their names were:

Louis Queen (myself)
William Queen
Theresa Queen
Frances Q. Woods
Eliza Queen
Rosie Queen
Arthur Queen
Lillie Queen Prout
Jessie Queen Chase

That Arthur Queen died. That Arthur Queen did not marry and was single at the time of his death and only left surviving him his brothers and sisters.

Louis Queen
Louis Queen

I hereby certified that before me a Notary Public of the State of Maryland

(over)

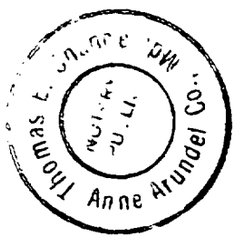
Examined, Exhibit No. 10
Charles Ryan, Eq 16 484
Jh J. [illegible] L. Exam.

1964 OCT 26 AM 10:53

62A

in and for Anne Arundel County personally appeared Louis Queen and made oath in due form of law that the above matters and facts are true and correct to the best of his information, knowledge and belief.

Thomas B. Clance
Notary Public



HELEN L. CLARK,	*	IN
PLAINTIFF	*	THE CIRCUIT COURT
VS.	*	FOR
JOHN J. ROGERS, et ux,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 16,484 EQUITY
	*	

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

REPORT OF MASTER AND EXAMINER

7/21/64 Bill filed to set aside Tax Sale Deed and for other relief.

7/27/64 Defendants summoned.

9/2/64 Answer filed to Bill by Defendants.

9/23/64 Testimony taken before Examiner. Counsel for all parties present.

Substance of Testimony:

By agreement of Counsel, certain affidavits were offered in evidence (Exhibits #6 through 10, inclusive) to establish the pedigree of William H. Queen as alleged in the Bill of Complaint. These Exhibits plus Exhibits #1 and #2 satisfactorily prove that the Plaintiff has acquired title by virtue of deeds from all the surviving heirs of William H. Queen.

The Tax Sale Proceedings (see Exhibit #4) appear to be invalid for a number of reasons as set forth in the testimony of Plaintiff's expert witness, Edward J. Albert, Esquire, and on the basis of Free vs. Greene, 175 Md. 36, it is clear that the Tax Sale Proceedings were defective and that the Defendants acquired no interest in the property by virtue of the deed from the County Commissioners and C. Albert Hodges.. (see Exhibit #3)

The testimony shows that the Defendants are entitled to be reimbursed for the taxes paid by them as well as the price they paid for the property.

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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1964 OCT -6 AM 10:52

During the Hearing, the Defendant, John J. Rogers, testified that an 18 month option for the purchase of the property had been given to one Arthur McGinnis on 9/23/63. The option agreement, which appears not to have been recorded, was not offered in evidence. McGinnis is not a party to these proceedings and it appears that no notice was given to the Optionee of the fact that these proceedings had been instituted. The time for exercising the option has not yet expired and Counsel for the Plaintiff have taken the position that since an option contract gives to the Optionee no interest in real estate until the option has been exercised, the Optionee is not a necessary party in these proceedings. While the undersigned is in agreement that the Optionee is a proper party rather than a necessary party, he questions whether the Optionee should have received notice so that he could intervene if he saw fit to do so.

Case ready for decree October , 1964.

Attached form of decree recommended.

John G. Rouse, Jr.

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

64

BOOK 156 PAGE 417

HELEN L. CLARK,	*	IN
PLAINTIFF	*	THE CIRCUIT COURT
VS.	*	FOR
JOHN J. ROGERS, et ux,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 16,484 EQUITY
	*	

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

D E C R E E

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

It is thereupon this 19th day of October, 1964, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED, that the tax sale proceeding mentioned in these proceedings, No. 1938 in the Circuit Court for Anne Arundel County, Maryland, entitled "In the Matter of the Tax Sale of the Land of William H. Queen" be and the same is hereby vacated and set aside. And it is further ADJUDGED, ORDERED and DECREED, by the aforesaid authority, that the deed from the County Commissioners of Anne Arundel County and C. Albert Hodges, Late Treasurer of Anne Arundel County, to John J. Rogers and Helen A. Rogers, his wife, dated January 10, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 209, folio 465, be and the same is hereby declared to be null and void and is hereby vacated and set aside. And it is further ADJUDGED, ORDERED and DECREED by the aforesaid authority that the Plaintiff pay to the Defendants the consideration paid by the Defendants to the County Commissioners of Anne Arundel County and all taxes paid thereon with interest thereon to date.

And, it is further ORDERED that the Plaintiff pay the costs of these proceedings, to be taxed by the Clerk.

Matthew S. Evans
Judge

FILED

1964 OCT 19 PM 4:28

In the Matter of the Sale	:	No. 15,210 Equity
of the Mortgaged Real Estate	:	In the
of	:	Circuit Court
Caralis Kimbrue and Versia	:	for
Kimbrue, his wife,	:	Anne Arundel County

: : : : : : : : :

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket this suit and file the original mortgage.

George B. Woelfel

Atty. named in mortgage
George B. Woelfel
9-11 School Street
Annapolis, Md.

FILED

1982 OCT -1 PM 3:34

MORTGAGE FEE—CITY OR COUNTY—Form 16.

No. 15,210 Equity

BOOK 156 PAGE 419

PURCHASE MONEY BOOK 1560 PAGE 127

THIS MORTGAGE, Made this 20th day of March,

in the year nineteen hundred and sixty-two, by and between Caralis Kimbrue

and Versia Kimbrue, his wife, -

Mortgagors of the City of Annapolis, in the State of Maryland, of the first part, and

Henry Wright and Edna Wright, his wife - - - - - , Mortgagees, of the second part:

Whereas, the said parties of the second part have this day conveyed unto the said parties of the first part the parcel of land and improvements hereinafter described, and

Whereas the full purchase price has not been paid and there still remains due and owing unto the said parties of the second part by the said parties of the first part the full and just sum of Six thousand Dollars ($6000.00) which said sum the said parties of the first part have agreed to pay unto the said parties of the second part in equal monthly installments of Sixty ($60) Dollars per month without interest, with the right and privilege to the said parties of the first part of making larger payments than stipulated at any time, the first of said monthly payments to be made on the 15th day of April, 1962, and upon the 15th day of each and every month thereafter until the full and just sum of Six Thousand ($6000) Dollars has been paid, and

Whereas it was a condition precedent to the conveyance of the aforesaid real estate that these presents should be executed to secure the prompt and proper payment of the aforesaid balance due on account of the purchase price.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said parties of the first part -

- - - - - - - - - - do grant and convey unto the said parties of the second part, their heirs and assigns, as tenants by the entireties, ~~heirs and assigns~~, in fee simple, all that lot or parcel of ground situate and lying in the City of Annapolis, A. A. County aforesaid, and described as follows, to wit:—Beginning for same on the northwest corner of Clay and Pleasant Streets and running thence on Clay Street in a westerly direction 16½ feet, more or less, to the dividing line between the houses Nos. 86 and 88 Clay Street, thence in a northerly direction with the dividing line between the two houses, 46 feet to the outline of the entire tract, thence in an easterly direction 16½ feet, more or less, to the west line of Pleasant Street, thence with the west line of Pleasant Street 46 feet, more or less, to the place of beginning, improved by a dwelling known as No. 86 Clay Street.

Being the same property which was conveyed unto the parties of the first part by the said parties of the second part by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County just prior hereto.

1962 OCT -1 AM 3:1?

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 parties of the second part, their - - - - - - - - - - - heirs and assigns, forever, as tenants by the entireties, in fee simple.

Provided, that if the said parties of the first part, their heirs,

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Six Thousand 00/100 - dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

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

of the said Mortgagees, their, heirs, 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 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 heirs 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 heirs, personal representatives or assigns, or George B. Woelfel, 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 the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Six Thousand - 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, heirs, executors, administrators or assigns, to the extent of their lien or claim hereunder.

Witness the hands and seals of the Mortgagors. BOOK 1560 PAGE 129

TEST:

Mary M. Hoff (signature)
Mary M. Hoff

Caralis L. Kimbrue (signature) [SEAL]
Caralis Kimbrue

Versia M. Kimbrue (signature) [SEAL]
Versia Kimbrue

[SEAL]

State of Maryland, Anne Arundel County, , ss:

I Hereby Certify, that on this 20th day of March in the year one thousand nine hundred and sixty-two, before me, a Notary Public of the State of Maryland, in and for the Anne Arundel County aforesaid, personally appeared Caralis Kimbrue and Versia Kimbrue, his wife, - - - - - - - - - - - - - - the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Henry Wright and Edna Wright, his wife, - and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Witness my hand and seal Notarial.

Mary M. Hoff (signature)
Mary M. Hoff - Notary Public

Rec'd for record May 1 1962 at 1:46 P.M. 8.00
Mailed to Henry Wright

BOOK 156 PAGE 422 No. 15,210 Equity

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 1st day of October ,
19 62 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, George B. Woelfel, attorney named in the mortgage,

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

Caralis Kimorue is employed at the Anne Arundel County jail and Versia Kimbrue is a housewife residing near West Gate Road

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 first day of October, , 19 62 .

Notarial Seal

Mary M. Hoff
Notary Public.

My Commission will expire on: May 6th, 1963.

Filed,

1962 OCT -1 PM 3:45

5

In the Matter of the	:	No. 15,210 Equity
Sale of the Mortgaged	:	In the Circuit Court
Real Estate of Caralis	:	for
Kimbrue and Versia Kimbrue,	:	Anne Arundel County
his wife.	:	
	:	

: : : : : : : : : :

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of Edna Wright under the mortgage to her from Caralis Kimbrue and Versia Kimbrue, his wife, dated March 20th, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1560, folio 127

Amount of principal	$5909.54
Interest from June 20th to October 2nd, 1962, the day of sale	100.47
	$6010.01

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 17th day of September, 1962, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Edna Wright and made oath in due form of law that the aforegoing is a true statement of the amount remaining due her on her mortgage claim described therein, and that she has not received any security or satisfaction therefor, other than the mortgage referred to in the statement.

Witness my hand and seal Notarial.

Mary M. Wolff
Notary Public

6

No. 15,210 Equity

GLOBE INDEMNITY COMPANY

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

BOOK 156 PAGE 424

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

Bond No.

LIBER 11 PAGE 460

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seven Thousand - - - - - 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 1st day of October, 1962.

WHEREAS by virtue of a power of sale contained in a Mortgage from Caralis Kimbrue and Versia Kimbrue, his wife, - - - - - - - - - - - bearing date on or about the 20th day of March ,1962, the said George B. Woelfel, is authorized and impowered 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 George B. Woelfel 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

George B. Woelfel (SEAL)
PRINCIPAL

WITNESS:
Mary M. Hoff
Mary M. Hoff

GLOBE INDEMNITY COMPANY, a body corporate
By John H. Hopkins
John H. Hopkins, IV, Attorney-in-Fact
SURETY

Bond approved this 2nd day of October, 1962
Lewis H. Phipps, Clerk

FILED

1962 OCT 1 PM 3 54

7

Public Sale
Of Valuable Real Estate

NO. 88 CLAY STREET

2 story asbestos shingle house containing livingroom, diningroom kitchen, 2 bedrooms and bath, gas space heater, electricity, hot and cold running water.

Under and by virtue of the power of sale contained in a mortgage from Caralis Kimbrue and Versia, Kimbrue, his wife, to Edna Wright, et al, dated March 20th, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1560, folio 127, the undersigned as attorney named in the mortgage to sell in event of default and default having occurred, will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland, on

Tuesday, October 2, 1962 at 11 O'clock A.M.

All that lot of ground situate on the northwest corner of Clay and Pleasant Streets having a frontage on Clay Street of 16½ feet with an even depth of 46 feet. Being the same property conveyed by Henry Wright and Edna Wright his wife, to Caralis Kimbrue and Versia Kimbrue, his wife, by deed dated the 20th day of March, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1560, folio 125.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of sale, balance to be paid in cash upon the ratification of the sale or all cash at the option of the purchaser. Deferred payments to bear interest at the rate of 6 per cent from the day of sale.

Taxes to be adjusted to the day of sale.

For further particulars apply
GEORGE B. WOELFEL
Atty. named in mortgage
9-11 School Street

O-1

No. E. C. 25779

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 425

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 17, 1962

We hereby certify, that the annexed

Public Sale

Caralis Kimbrue

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of October, 1962. The first insertion being made the 11th day of September, 1962

THE CAPITAL-GAZETTE PRESS, INC.

By Mary Lee

BOOK 156 PAGE 426

In the Matter	:	No. 15210 Equity
of the Sale	:	
of the	:	In the Circuit Court for Anne Arundel County
Mortgaged Real Estate of	:	
Caralis Kimbrue and Versia	:	
Kimbrue, his wife	:	

: : : : : : : : :

ATTORNEY'S REPORT OF PRIVATE SALE

To the Honorable, the Judges of said Court:

The report of George B. Woelfel, attorney named in the mortgage from Caralis K. Kimbrue and Versia Kimbrue, his wife, to Edna Wright, et al, dated March 20th, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1560, folio 127, to sell the property in the said mortgage described in event of default and default having occurred, the attorney named in the mortgage filed a bond with security for the faithful performance of his trust and after having complied with all other prerequisites as required by law and in the said mortgage prescribed, he advertised the said property for sale in the Evening Capital, a newspaper printed and published in Anne Arundel County aforesaid once a week for three successive weeks before the day of sale, wherein he gave notice of the time, place, manner and terms of sale, he did, pursuant to the said notice attend at the Court House door in the City of Annapolis, on Tuesday, October 2nd, 1962, at 11 o'clock A.M. and then and there proceeded to sell the property in the manner as follows:

Your Attorney offered at public auction to the highest bidder the property in said mortgage described situate, lying and being in the City of Annapolis, Maryland, on the northwest corner of Clay and Pleasant Street, having a frontage on Clay Street of 16½ feet with an even depth of 46 feet. Being the same property conveyed by Henry Wright and Edna Wright, his wife, to Caralis Kimbrue and Versia Kimbrue, his wife, by deed dated March 20th, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1560, folio 125.

FILED
1963 MAY -3 PM 2:24

9

The highest bid therefore was $2950.00 and the Attorney named in the mortgage being dissatisfied with the said bid withdrew the same from public auction.

That the Attorney named in the mortgage then advertised said property for sale at private sale and has received a bid of $4600.00 for the same in fee simple free, clear and discharge of any liens, from Ola W. Gardiner, she being at that figure the highest bidder therefor, a deposit of $500.00 being paid as a deposit, balance to be paid in cash upon the ratification of the sale as per agreement filed herewith.

Respectfully submitted,

George B. Woelfel

George B. Woelfel
Atty. named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 2nd day of May, in the year 1963, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George B. Woelfel, Attorney named in the mortgage and report of sale, who 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 and belief and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Notary Public

BOOK 156 PAGE 428

OFFER TO PURCHASE

I hereby agree to purchase the real estate described and mentioned in the report of sale for the sum of $4600.00 on account of which I have deposited $500.00 and will pay the balance in cash upon ratification of said sale provided the title is in fee simple and that this property is released from the original mortgage to the County Trust Company of Maryland, now the Maryland National Bank.

Witness my hand and seal.

Ola W. Gardner (Seal)
Ola W. Gardner

FILED

1963 MAY -3 PM 3:48

ORDER NISI

BOOK 156 PAGE 429

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF CARALIS KIMBRUE AND VERSIA KIMBRUE, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,210 Equity

Ordered, this 3rd day of May, 1963, That the sale of the property in these proceedings mentioned made and reported by George B. Woelfel, Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 7th day of June next.

The report states that the amount of sale was $ 4,600.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

George B. Woelfel, Atty
(Final Order)

FOR: EVENING CAPITAL May 7th Edition

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF CARALIS KIMBRUSE AND VERSIA KIMBRUSE, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This day of , 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.

JUDGE

12-

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 15,210 Equity.

In the Matter of the Sale of the Mortgage Real Estate of CARALIS KIMBRUE and VERSIA KIMBRUE, his wife

Ordered, this 3rd day of May, 1963. That the sale of the property in these proceedings mentioned made and reported by George B. Woelfel, Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 th 7th day of June next.

The report states that the amount of sale was $4,600.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

M-28

FILED

1963 MAY 31 PM 12:23

No. E. C. 29752

13

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 430

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1963.

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,210

Caralis Kimbrue

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of June, 1963. The first insertion being made the 7th day of May, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Matter	:	No. 15210 Equity
of the Sale	:	In the
of the	:	Circuit Court
Mortgaged Real Estate of	:	for
Caralis Kimbrue and Versia	:	Anne Arundel County
Kimbrue, his wife	:	

: : : : : : : : :

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 3rd day of July, in the year 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Ola W. Gardner, purchaser at private sale, and made oath in due form of law that she is the purchaser and purchased same as principal and not as agent for anyone and that she has not directly or indirectly discouraged anyone from bidding for the said real estate mentioned in the said report of sale.

Ola W. Gardner
Purchaser

Witness my hand and seal Notarial.

Notary Public

I, George B. Woelfel, Assignee, do hereby agree to release the above described property for the sum of Four Thousand Dollars.

George B. Woelfel
George B. Woelfel, Assignee

FILED
1963 JUL -5 PM 12:46

14

In the Matter of the Sale	:	No. 15,210 Equity
of the Mortgaged Real Estate	:	In the
of	:	Circuit Court
Caralis Kimbrue and Versia	:	for
Kimbrue, his wife	:	Anne Arundel County
	:	

: : : : : : : : : :

CONSENT OF MORTGAGEE TO RELEASE 86 CLAY STREET FROM THE FIRST MORTGAGE UPON PAYMENT OF BALANCE DUE EDNA WRIGHT AS WILL BE SHOWN BY THE AUDITOR'S ACCOUNT

: : : : : : : : : : :

To the Honorable, the Judges of said Court:

Now comes George B. Woelfel, Assignee of the first mortgage from Edna Wright and Henry Wright, her husband, to the County Trust Company of Maryland dated October 13th, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1515, folio 399, and duly assigned to George B. Woelfel on the 7th day of June, 1963, and does hereby consent to release the realty improved by No. 86 Clay Street and reported in a private report of sale to this Honorable Court to Ola W. Gardner at and for the sum of Forty-Six Hundred Dollars, from the legal operation and effect of the first mortgage upon payment to him of the balance which would have been awarded to Edna Wright on her second mortgage as will be disclosed by the audit ~~filed~~ in this cause or upon the least amount which will pay off his mortgage in full.

George B. Woelfel

Copy of above left with Albert Goodman, Esquire, this 22nd day of January, 1964.

George B. Woelfel

George B. Woelfel Jr.

FILED

1964 JAN 22 PM 12:31

15

IN THE MATTER OF THE SALE OF	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	FOR
CARALIS KIMBRUE and VERSIA	ANNE ARUNDEL COUNTY
KIMBRUE, his wife	NO. 15,210 EQUITY

. . . . . .

DECREE

This matter coming on for hearing on Exceptions to Report of Sale, testimony taken in open Court, counsel heard, proceedings read and considered.

THEREFORE, IT IS, on this 8th day of July, 1964, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED:

(1) That the Exceptions filed by Edna Wright to the Ratification of Sale as made and reported by George B. Woelfel, Esquire, attorney named in the mortgage, be, and the same are hereby dismissed.

(2) That the sale of the property made and reported by George B. Woelfel, Esquire, attorney named in the mortgage, to Ola W. Gardiner, be, and the same is hereby finally ratified and confirmed.

(3) That the attorney named in the mortgage be, and he is hereby allowed the usual commissions and such proper expenses for which he shall produce vouchers to the Auditor.

(4) That the said Edna Wright pay the costs of these proceedings.

George Sachse
Judge

FILED
1964 JUL -8 PM 4:28

In the Case of

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF CARALIS KIMBRUE and VERSIA KIMBRUE, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,210 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.

George Sachse Judge

Louis N. Phipps

Clerk
Per: [signature], deputy

FILED
1964 SEP 14 AM 9:03

17

18

Dr. IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF CARALIS KIMBRUE and VERSIA KIMBRUE, his wife,

BOOK 156 PAGE 435

In Acct. with GOERGE B. WOELFEL, Attorney named in Mortgage

					Cr.	
1963, July 3,						
Proceeds of Sale	4,600	00				
Interest on deferred payment of $4,100.00 from 7/8/64 to 8/15/64	25	63	4,625	63		
Deficit paid by Mortgagee	2	60	2	60		
					4,628	23
To Attorney for fee, viz:	100	00				
To Attorney for commissions, viz:	168	77	268	77		
To Attorney for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Defendants solicitors appearance fee	10	00				
Clerk of Court - Court costs	40	75				
A. Geregitano - stenographer's fee	10	00				
Auditor - stating this account	22	50	93	25		
To Attorney for expenses, viz:						
Capital Gazette Press - advertising sale	49	00				
Capital Gazette Press - Re-advertising sale	10	64				
Capital Gazette Press - Order nisi, sale	15	00				
Robert H. Campbell - auctioneers fee	10	00				
Globe Indemnity Co. - bond premium	56	00				
Fred E. Voges & Co. - fire insurance premium	16	28				
1963 County & State taxes	41	74				
1964 County& State taxes, adj. 1/1/64 to 7/8/64	27	20				
1963-64 City of Annapolis taxes, adj.7/1/63 to 7/8/64	32	42				
Annapolis Water Co.-water rent adj. 4/21/64 to 7/8/64	5	43				
Mary M. Hoff - notary fees	2	50	266	21		

To Attorney for claims filed, viz:						
George B. Woelfel, Assignee of First Mortgage						
to County Trust Co. of Maryland	4,000	00	4,000	00		
					4,628	23
Amount of Mortgage claim filed	6,010	01				
Deficit advanced by Mortgagee	2	60				
Balance subject to Decree in Personam	6,012	61				

PETITION FOR FORECLOSURE

BENEDICT C. MALANOWSKI and
FRANCES E. MALANOWSKI, his wife
Priceville Road
Sparks, Maryland

VS.

JOSEPH N. MALANOWSKI and
MARCELLA G. MALANOWSKI, his wife
117 Appian Way
Pasadena, Maryland

BOOK 156 PAGE 437
IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

IN EQUITY

No. 16,470 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiffs respectfully represent

That on the 19th day of November A. D. 1956 the defendants executed and delivered to BENEDICT C. MALANOWSKI and FRANCES E. MALANOWSKI, his wife a mortgage upon certain leasehold property in ~~the City of Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $ 11,000.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That Defendants are now in arrears and said mortgage is subject to foreclosure.

And your petitioners pray 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.

Edward B. Rybczynski
1601 Court Square Building
Baltimore, Maryland 21202
Attorney for Plaintiffs

FILED

1964 JUL 15 PM 12: 16

MORTGAGE LEASEHOLD—CITY OR COUNTY—ARTICLE 66 CODE—Form 15

No. 16,470 Equity

BOOK 156 PAGE 438 LIBER 1172 PAGE 317

PURCHASE MONEY
THIS MORTGAGE, Made this 19th day of November

in the year one thousand nine hundred and fifty-six by and between

JOSEPH N. MALANOWSKI and MARCELLA G. MALANOWSKI, his wife

Mortgagors, of Baltimore City, in the State of Maryland, of the first part, and

BENEDICT C. MALANOWSKI and FRANCES E. MALANOWSKI, his wife

, Mortgagees, of the second part

WHEREAS the Mortgagors stand bona fide indebted to the said Mortgagees in the full and just sum of ELEVEN THOUSAND DOLLARS ($11,000.00) being cash money this day loaned and advanced by the latter to the former and which said sum of money the Mortgagors hereby covenant and agree to repay to the said Mortgagees in consecutive monthly instalments of SEVENTY-FIVE DOLLARS ($75.00) commencing on the first day of DECEMBER, 1958 and payable on the first day of each succeeding month thereafter until the expiration of fifteen years from the date hereof when the balance of the unpaid debt shall become due and payable without interest, all of said payments to be credited to the reduction of the principal sum, and

WHEREAS it is further covenanted and agreed by and between the parties hereto prior to default of any of the covenants and conditions of this mortgage and prior to maturity thereof, the said Mortgagors shall have the right and privilege of prepaying the indebtedness hereby secured in whole or in part, and

WHEREAS it was a condition precedent to the granting of said loan to better secure the repayment thereof in the manner herein set forth, it was agreed that these presents should be executed.

Now This Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said JOSEPH N. MALANOWSKI and MARCELLA G. MALANOWSKI do grant and assign unto BENEDICT C. MALANOWSKI and FRANCES E. MALANOWSKI, as tenants by the entireties, their assigns, the survivor of them and the survivor's executors, administrators and assigns, all that lot or parcel of ground situate and lying in Anne Arundel County aforesaid and described as follows, to wit:—~~Beginning for~~

BEING designated as Lot No. 9, Section E, as shown on the Plat of Pine Grove Homes II, duly recorded among the Land Records of Anne Arundel County on November 14, 1955 in Plat Book No. 27, folio 4.

BEING one of the lots of ground which by deed dated July 2, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1043, folio 110 was granted and conveyed by the Appian Construction Company, Inc. to the Land Record Holding Company.

BEING also the same lot of ground which by deed of even date herewith and recorded among the Land Records of Anne Arundel County or intended to be recorded prior hereto was granted and conveyed by the Land Record Holding Company to the within Mortgagors.

FILED

1964 JUL 15 PM 12: 16

2

TOGETHER WITH the rights of ingress and egress over and across Parcel A and Parcel D as shown on the Plat entitled, "Pine Grove Homes II" duly recorded among the Plat Records of Anne Arundel County on November 14, 1955 in Plat Book GTC No. 27, folio 4, to the water and beach of Rock Creek for the purpose of boating, bathing and fishing.

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

To Have and To Hold the said lot or parcel of ground, with the improvements and appurtenances aforesaid, unto the said BENEDICT C. MALANOWSKI and FRANCES E. MALANOWSKI, as tenants by the entireties, their assigns, the survivor of them and the survivor's executors, administrators and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal thereof from time to time, forever, subject to the payment of the annual rent of Ninety-Six Dollars payable half-yearly on the 19TH days of MAY AND NOVEMBER in each and every year.

Provided, that if the said JOSEPH N. MALANOWSKI and MARCELLA G. MALANOWSKI, their executors, administrators, or assigns, shall well and truly pay or cause to be paid the aforesaid principal sum of ELEVEN THOUSAND DOLLARS ($11,000.00) dollars and all the installments of interest thereon when and as each of them shall respectively be due and payable as aforesaid and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

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

And it is agreed, that, until default be made in the premises, the said parties of the first part their executors, administrators or assigns, shall possess the aforesaid property upon paying in the meantime, the ground rent aforesaid, and all taxes, assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, and on the mortgage debt and interest, hereby secured; which taxes, ground rent, mortgage debt and interest, public dues, charges and assessments, the said parties of the first part covenant to pay when legally payable.

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

Witness— hands and seals

TEST:

David D. Merrill
DAVID D. MERRILL

Joseph N. Malanowski [SEAL]
JOSEPH N. MALANOWSKI

Marcella G. Malanowski [SEAL]
MARCELLA G. MALANOWSKI

[SEAL]

[SEAL]

State of Maryland, BALTIMORE COUNTY ss:

I Hereby Certify, that on this 21st day of November 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 BALTIMORE COUNTY aforesaid, personally appeared JOSEPH N. MALANOWSKI and MARCELLA G. MALANOWSKI, his wife the Mortgagors named in the foregoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared VINCENT J. DI PIETRO, Agent of the Mortgagees, who made oath in due form of law that he is the Agent of the Mortgagees, and 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.

Rec'd for record Dec. 11, 1957 at 9:05 A.M.
Mailed to David D. Merrill

David D. Merryll
DAVID D. MERRYLL

DEPARTMENT OF ASSESSMENTS AND TAXATION BALTIMORE CO.

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

BOOK 156 PAGE 441

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

IN EQUITY

BENEDICT C. MALANOWSKI and
FRANCES E. MALANOWSKI, his wife
Priceville Road
Sparks, Maryland

vs.

JOSEPH N. MALANOWSKI and
MARCELLA G. MALANOWSKI, his wife
117 Appian Way
Pasadena, Maryland

No. 16,470 Equity
Docket ..... Folio ...6...

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 Benedict C. Malanowski and Frances E. ~~Malanowski, his wife~~

and made oath in due form of law that they know the defendants herein, and that to the best of their information, knowledge and belief

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

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

Benedict C. Malanowski
Affiant.

Subscribed and sworn to before me
this 15 day of July 1964

Margaret C. Simmons
Notary Public
Margaret C. Simmons

FILED
1964 JUL 15 PM 12: 16

STATEMENT OF MORTGAGE CLAIM

BOOK 156 PAGE 442

BENEDICT C. MALANOWSKI and
FRANCES E. MALANOWSKI, his wife
Priceville Road
Sparks, Maryland

vs.

JOSEPH N. MALANOWSKI and
MARCELLA G. MALANOWSKI, his wife
117 Appian Way
Pasadena, Maryland

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

IN EQUITY

No. 16,470 Equity

STATEMENT OF MORTGAGE DEBT

Principal amount	$ 11,000.00
Paid on Account	1,990.00
Principal balance due	$ 9,010.00

Benedict C. Malanowski
Benedict C. Malanowski

Frances E. Malanowski
Frances E. Malanowski

Petitioners

FILED
1964 JUL 15 PM 12: 16

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 15th day of July 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 Benedict C. Malanowski and Frances E. Malanowski, his wife

the plaintiffsin 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,

Margaret C. Simmons
Notary Public.
Margaret C Simmons

MARGARET C. SIMMONS NOTARY PUBLIC BALTIMORE CO.

DECREE FOR SALE OF MORTGAGE PREMISES

BENEDICT C. MALANOWSKI and
FRANCES E. MALANOWSKI, his wife
Priceville Road
Sparks, Maryland

vs.

JOSEPH N. MALANOWSKI and
MARCELLA G. MALANOWSKI, his wife
117 Appian Way
Pasadena, Maryland

IN THE BOOK 156 PAGE 443

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
IN EQUITY

No. 16,470 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 15th day of July, in the year nineteen hundred and sixty-four, by the Circuit Court of Anne Arundel County, In Equity ~~Baltimore City~~ **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Edward B. Rybczynski be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Nine thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore, as he shall think proper, of the time, place, manner and terms of sale, which shall be 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 ..... 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 Brien Duckett

FILED
1964 JUL 15 PM 3:00

Trustee's Bond

No. 16,470 Equity

KNOW ALL MEN BY THESE PRESENTS:

BOOK 12 PAGE 472

BOOK 156 PAGE 444

THAT WE EDWARD B. RYBCZYNSKI, 1601 Court Square Building, Baltimore, Maryland 21202 as principal, and INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of NINE THOUSAND AND 00/100---------- 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 4th day of August in the year of our Lord one thousand nine hundred and sixty-four.

WHEREAS, the above bounden EDWARD B. RYBCZYNSKI by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County has been appointed trustee in // Foreclosure to sell Property situate at: Lot 9, Section E, Plot of Pine Grove Homes II, Anne Arundel County, Maryland Improvement No. 117 Applan Way, Pasadena, Maryland mentioned in the proceedings in the case of Benedict C. Malanowski and Frances E. Malanowski, his wife *vs.* Joseph M. Malanowski and Marcella G. Malanowski, his wife now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN EDWARD B. RYBCZYNSKI 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

Edward B. Rybczynski (SEAL)
EDWARD B. RYBCZYNSKI

(SEAL)
INSURANCE COMPANY OF NORTH AMERICA

(SEAL)
BY: D. Van Norman, Jr. (SEAL)
D. Van Norman, Jr.
Attorney-in-Fact

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

KNOW ALL MEN BY THESE PRESENTS: That the INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania does hereby constitute and appoint D. Van Norman, 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 INSURANCE COMPANY OF NORTH AMERICA duly affixed by its Vice-President and attested by its Assistant Secretary, this 4th day of August, 1964.

INSURANCE COMPANY OF NORTH AMERICA

By: C.A.Sanford, *Vice President*

ATTEST: Roy G. Miller, *Assistant Secretary*

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

August 4th, 1964

INSURANCE COMPANY OF NORTH AMERICA

Roy G. Miller, *Assistant Secretary*

Bond approved this 7th day of August, 1964

Paul M. Hughes, Clerk

FILED

1964 AUG -7 AM 9:34

REPORT OF SALE

BOOK 156 PAGE 445

Benedict C. Malanowski and
Frances E. Malanowski, his wife
vs.
Joseph N. Malanowski and
Marcella G. Malanowski, his wife

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 16470

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

The Report of Sale of Edward B. Rybczynski

Trustee appointed by the decree in the above entitled cause, to make sale of

Leasehold property known as Lot 9, Section E as shown on the Plat of Pine Grove Homes II (Plat Book 27 folio 4) known as No.

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 Sunday Sun (one time) and the Maryland Gazette

a weekly ~~daily~~ newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday the fourteenth day of August 19 64 at 2:00 o'clock P. M. attend on the premises and then and there sold to Benedict C. Malanowski and Frances E. Malanowski, his/wife they then and there being the highest bidders at and for the sum of Nine-Seven Hundred Dollars ($9700.00), subject to an annual ground rent of $96.00.

Edward B. Rybczynski, Trustee

1964 AUG 18 AM 10 49
FILED

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 14th day of August 19 64 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Edward B. Rybczynski,

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,

A. Belle Lynch *Notary Public.*

Edward B. Rybczynski
Solicitor
1601 Court Square Building
Baltimore 2, Maryland

Trustee's Sale

VALUABLE LEASEHOLD PROPERTY

KNOWN AS LOT NO. 9, SECTION E, PLAT OF PINE GROVE HOMES II, 117 APPIAN WAY, 3RD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, Benedict C. Malanowski and Frances E. Malanowski, his wife, vs. Joseph N. Malanowski and Marcella G. Malanowski, his wife, the undersigned Trustee will sell at public auction on the premises, on

FRI., AUG. 14, 1964
AT 2 O'CLOCK P.M.

BEING designated as Lot No. 9, Section E, as shown on the Plat of Pine Grove Homes II, duly recorded among the Land Records of Anne Arundel County on November 14, 1955 in Plat Brook No. 27, folio 4.

Improved by a TWO-STORY FRAME DWELLING. Subject to an annual ground rent of $96.00.

TOGETHER WITH the rights of ingress and egress over and across Parcel A and Parcel D as shown on the Plat entitled, "Pine Grove Home II" duly recorded among the Plat Records of Anne Arundel County on November 14, 1955 in Plat Book GTC No. 27, folio 4., to the water and beach of Rock Creek for the purpose of boating, bathing and fishing.

TERMS OF SALE: A cash deposit of $1,000 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 of Anne Arundel County. Interest at 6 per cent to be paid on unpaid purchase price from date of sale to date of settlment. All conveyancing, recording, stamp taxes and transfer tax imposed by Anne Arundel County to be borne by purchaser. All other taxes, expenses, inlcuding Sanitary District Charges, if any, to be adjusted to date of sale.

EDWARD B. RYBCZYNSKI
Trustee

E. T. NEWELL & CO., INC.,
Auctioneers
JOHN M. MILLER, Jr.,
President
120-26 W. North Avenue
PL. 2-3580

A-13

ORDER NISI

BOOK 156 PAGE 447

BENEDICT C. MALANOWSKI and
FRANCES E. MALANOWSKI, his wife

versus

JOSEPH N. MALANOWSKI and
MARCELLA G. MALANOWSKI, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,470 Equity

Ordered, this 18th day of August, 19 64, That the sale of the property in these proceedings mentioned made and reported by Edward B. Rybczynski, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of September next.

The report states that the amount of sale was $ 9,700.00

Louis N. Phipps Clerk.

True Copy,

TEST: Maryland Gazette (for Aug. 20 edition) Clerk.

Edward Rybczynski, Atty.

(Final Order)

BENEDICT C. MALANOWSKI and
FRANCES E. MALANOWSKI, his wife

versus

JOSEPH N. MALANOWSKI and
MARCELLA G. MALANOWSKI, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22nd day of September, 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 Duckett
JUDGE.

FILED

1964 SEP 22 PM 3:15

10

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 14th day of August, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Benedict C. Malanowski, one of the purchasers at the foreclosure sale in this cause, and made oath in due form of law (that he is the purchaser and purchased the same as principal and not as agent for anyone) (~~that he is the agent for the purchaser~~, _____,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

_____ (SEAL)
Purchaser

RICHARD M. MILLER NOTARY PUBLIC BALTIMORE MD.

_____
Notary Public

FILED
1964 AUG 26 AM 9: 12

ADDITIONAL BOND

Trustee's Bond

No 16,470 Equity 1728

KNOW ALL MEN BY THESE PRESENTS: BOOK 12 PAGE 493

BOOK 156 PAGE 449

THAT WE EDWARD B. RYBCZYNSKI, 1601 COURT SQUARE BUILDING, BALTIMORE, MARYLAND 21202 as principal, and INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of PENNSYLVANIA, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SEVEN HUNDRED AND 00/100 ($700.00)---------- 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 14TH day of AUGUST in the year of our Lord one thousand nine hundred and SIXTY-FOUR.

WHEREAS, the above bounden EDWARD B. RYBCZYNSKI by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ ANNE ARUNDEL COUNTY, has been appointed trustee IN FORECLOSURE to sell PROPERTY SITUATE AT: LOT 9, SECTION E, PLOT OF PINE GROVE HOMES II, ANNE ARUNDEL COUNTY, MARYLAND IMPROVEMENT NO. 117 APPIAN WAY, PASADENA, MARYLAND

mentioned in the proceedings in the case of BENEDICT C. MALANOWSKI AND FRANCES E. MALANOWSKI, HIS WIFE

vs.

JOSEPH M. MALANOWSKI AND MARCELLA G. MALANOWSKI, HIS WIFE

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN EDWARD B. RYBCZYNSKI 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

A. Belle Lynch

Signed, sealed and delivered in the presence of

A. Belle Lynch

A. Belle Lynch

Edward B. Rybczynski (SEAL)

EDWARD B. RYBCZYNSKI (SEAL)

INSURANCE COMPANY OF NORTH AMERICA (SEAL)

BY: D. Van Norman Jr. (SEAL)

D. VAN NORMAN, JR., ATTORNEY-IN-FACT

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of PENNSYLVANIA does hereby constitute and appoint D. VAN NORMAN, JR.

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

WITNESS the seal of the said INSURANCE COMPANY OF NORTH AMERICA duly affixed by its Vice-President and attested by its Assistant Secretary, this 14TH day of AUGUST, 1964.

INSURANCE COMPANY OF NORTH AMERICA

By: C.A.Sanford, *Vice-President*

ATTEST: Roy G. Miller, *Assistant Secretary*

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

AUGUST 14TH, 1964

INSURANCE COMPANY OF NORTH AMERICA

Roy G. Miller, *Assistant Secretary*

FILED

1964 AUG 26 AM 9:13

Additional Bond approved this 26 day of August, 1964

Louis N. Phipps, Clerk

12

Edward B. Ryb- nski
Solicitor
1601 Court Square Building
Baltimore 2, Maryland

Trustee's Sale

VALUABLE LEASEHOLD PROPERTY

KNOWN AS LOT NO. 9, SECTION E, PLAT OF PINE GROVE HOMES II, 117 APPIAN WAY, 3RD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, Benedict C. Malanowski and Frances E. Malanowski, his wife, vs. Joseph N. Malanowski and Marcella G. Malanowski, his wife, the undersigned Trustee will sell at public auction on the premises, on

FRI., AUG. 14, 1964
AT 2 O'CLOCK P.M.

BEING designated as Lot No. 9, Section E, as shown on the Plat of Pine Grove Homes II, duly recorded among the Land Records of Anne Arundel County on November 14, 1955 in Plat Brook No. 27, folio 4.

Improved by a TWO-STORY FRAME DWELLING. Subject to an annual ground rent of $96.00.

TOGETHER WITH the rights of ingress and egress over and across Parcel A and Parcel D as shown on the Plat entitled, "Pine Grove Home II" duly recorded among the Plat Records of Anne Arundel County on November 14, 1955 in Plat Book GTC No. 27, folio 4., to the water and beach of Rock Creek for the purpose of boating, bathing and fishing.

No. 13

TERMS OF SALE: A cash deposit of $1,000 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 of Anne Arundel County. Interest at 6 per cent to be paid on unpaid purchase price from date of sale to date of settlment. All conveyancing, recording, stamp taxes and transfer tax imposed by Anne Arundel County to be borne by purchaser. All other taxes, expenses, inlcuding Sanitary District Charges, if any, to be adjusted to date of sale.

EDWARD B. RYBCZYNSKI
Trustee
E. T. NEWELL & CO., INC.,
Auctioneers
JOHN M. MILLER, Jr.,
President
120-26 W. North Avenue.
PL. 2-3580

A-13

OFFIC OF 16470

Maryland Gazette

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

BOOK 156 PAGE 450

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 25, 1964

We hereby certify, that the annexed

Trustee's Sale

Benedict C. Malanowski

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of August, 1964. The first insertion being made the 23rd day of July, 1964.

FILED
1964 AUG 27 PM 2:36

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

Order Nisi

IN
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,470 EQUITY

BENEDICT C. MALANOWSKI and FRANCES E. MALANOWSKI, his wife

versus

JOSEPH N. MALANOWSKI and MARCELLA G. MALANOWSKI, his wife

Ordered, this 18th day of August, 1964, That the sale of the property in these proceedings mentioned made and reported by Edward B. Rybczynski, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of September next.

The report states that the amount of sale was $9,700.00.

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

S-16

FILED
1964 SEP 14 PM 2:51

No. M. G. 8290

14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 451

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 12 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,470

Joseph N. Malanowski

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 21st day of September, 1964. The first insertion being made the 20th day of August, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 156 PAGE 452

In the Case of

BENEDICT C. MALANOWSKI AND
FRANCES E. MALANOWSKI, HIS WIFE

VS.

JOSEPH N. MALANOWSKI AND
MARCELLA G. MALANOWSKI, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,470 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 OCT -7 PM 2:57 FILED

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 23rd 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 N. Phipps
Clerk
Per: Alice E. Jaskowska, deputy

15

16

Dr. Mortgaged Real Estate of Joseph N. Malanowski and Marcella G. Malanowski, his wife

BOOK 156 PAGE 453

In Acct. with Edward B. Rybczynski, Trustee

				Cr.	
By	Amount of Sale, as per Trustee's Report of Sale filed		9,700 00		
By	Interest 6% on deferred payment, $9,700.00 from 8/14/64 to 9/22/64		61 83		
	Adjustment, 1964 taxes 8/14/64-12/31/64		78 03		
	Adjustment, 1964 Sanitary charges		24 32		
				9,864	18
To	Trustee for fee, viz	100 00			
To	Trustee for commission, viz	321 00			
			421 00		
To	Trustee for court costs, viz				
	Plaintiff's Solicitor appearance fee	10 00			
	Clerk, court costs	31 50			
	Auditor, this account	25 00			
			66 50		
To	Trustee for expenses, viz				
	Capital-Gazette Press Inc.				
	Advertising & Nisi - Sale	93 76			
	Sunpapers - Advertising - Sale	16 25			
	Insurance Co. of North America - bond	38 80			
	E. T. Newell & Co., Inc. auctioneer's fee	200 00			
	Adjustment - water rent	1 25			
	Adjustment - ground rent	22 65			
			372 71		
To	Benedict C. Malanowski & Frances E. Malanowski, his wife, Mortgagees, on account of Mortgage claim		9,003 97		
				9,864	18
	Balance due on Mortgage as per claim filed	9,010 00			
	Credit amount allowed above	9,003 97			
	This amount subject to decree in personam	6 03			

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
RALPH WILLIAM POWERS AND SANDRA DARLENE POWERS, HIS WIFE:	:	ANNE ARUNDEL COUNTY (In Equity)

No. 16,455 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 Ralph Williams Powers and Sandra Darlene Powers, his wife to Baltimore Federal Savings and Loan Association, dated May 29th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1300 folio 562

Walter S. Calwell
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Md. 21202

Le 9 6841

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1964 JUL -7 AM 9:21

BOOK 156 PAGE 455

BOOK 1300 PAGE 562 No. 16,455 Equity

FHA Form No. 2127-H
(Revised July 1954)

MORTGAGE

THIS MORTGAGE, Made this 29th day of May , A. D. 19 59 , by and between RALPH WILLIAM POWERS and SANDRA DARLENE POWERS, his wife

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

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for borrowed money in the principal sum of EIGHTY-SIX HUNDRED and 00/100 Dollars ($ 8600.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and 1/4 per centum (5¼ %) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association , in Baltimore Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Fifty-one and 60/100 Dollars ($ 51.60), commencing on the first day of July , 19 59 , and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June , 19 84 . 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

BEGINNING for the same at the intersection formed by the east line of Victory Avenue as now laid out 55 feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein being described, said part of beginning being also distant 357 feet 8 3/8 inches southerly measured along the said east line of said Victory Avenue from the south line of Townsend Avenue as now laid out 30 feet wide and running thence continuously south 78 degrees east 103 feet 9 1/8 inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a 15 foot alley there situate thence binding on the west line of said alley with the use thereof in common south 15 degrees 06 minutes west 17 feet 10 3/8 inches to the intersection formed by the easterly extension of the center line of a party wall constructed in part on the land herein described thence continuously north 78 degrees west 102 feet 9 1/2 inches binding on said center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended westerly to intersect the said east line of Victory Avenue thence binding on the east line of Victory Avenue north 12 degrees east 17 feet 10 inches to the beginning. The improvements thereon being known as 935 Victory Avenue.

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 Charles E. Weese and Evelyn Weese, his wife unto the herein Mortgagors.

Range 2 storm doors 5 storm windows

The express enumeration of the foregoing items shall not be deemed to limit or restrict the applicability of other language describing in general terms other property intended to be covered hereby.

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

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1964 JUL -7 AM 9:21

BOOK 156 PAGE 456

BOOK 1300 PAGE 563

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

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

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

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

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

(*a*) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (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 5 months from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 5 months time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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

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

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

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

Witness:

JOHN R. HOLLAND, JR.

Ralph William Powers [SEAL]
Ralph William Powers

[SEAL]

Sandra Darlene Powers [SEAL]
Sandra Darlene Powers

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit: BOOK 1300 PAGE 566

I HEREBY CERTIFY, That on this the 29th day of May, 19 59, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Ralph William Powers and Sandra Darlene Powers, his wife known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

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

17.50

JOHN R. HOLLAND, JR.
Notary Public.

My commission expires:

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

Application No. 50791
Written by ep
Approved by Examiner
Ready for Record

Rec'd for record June 1 1959 at 9:11 A.M.
Mailed to The Colonial Title Guarantee Co

POWERS, his wife
OCIATION

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
RALPH WILLIAM POWERS AND
SANDRA DARLENE POWERS,
HIS WIFE

PLAINTIFF'S EXHIBIT 'A'

BOOK 156 PAGE 459

WALTER S. CALWELL
Attorney Named in Mortgage

VS.

RALPH WILLIAM POWERS AND
SANDRA DARLENE POWERS, HIS WIFE

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(In Equity) No. 16,455

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 3rd day of July 1964 before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared 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 E. Williams Vice President

FILED

1964 JUL -7 AM 9:21

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WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

RALPH WILLIAM POWERS AND

SANDRA DARLENE POWERS, HIS WIFE

IN THE

BOOK 156 PAGE 460

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY No. 16,455

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Ralph William Powers and Sandra Darlene Powers, his wife**
to **Baltimore Federal Savings and Loan Association**

dated the **29th** day of **May** 1959, and recorded among the Land Records of **Anne Arundel** County in Liber **G.T.C** No. **1300** Folio 562 .

Amount of Mortgage	$8600.00
Less - amount paid on principal	899.99
	7700.01
Plus - interest to 6/22/64	125.71
	7825.72
Less - balance in expense account	2.41
	7823.31

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **3rd** day of **July** in the year nineteen hundred and **sixty-four** before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared **Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association** holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

FILED

1964 JUL -7 AM 9:21

WITNESS my Hand and Notarial Seal.

Clara M. Link

Clara M. Link Notary Public

CALLAHAN and C[illegible]VELL
Solicitors
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 Ralph William Powers and Sandra Darlene Powers, his wife to Baltimore Federal Savings and Loan Association, dated May 29th, 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1300 folio 562 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY, AUGUST 4th, 1964, AT 3:30 P.M. (EDT)

all that fee simple lot of ground situate and lying near Brooklyn in the 5th Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at the intersection formed by the east line of Victory Avenue as now laid out 55 feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein being described, said part of beginning being also distant 357 feet 8⅜ inches southerly measured along the said east line of said Victory Avenue from the south line of Townsend Avenue as now laid out 30 feet wide and running thence continuously south 78 degrees east 103 feet 9⅛ inches binding on the center line of said party wall so extended, the center line of said party wall and the centerline of said party wall extended easterly to intersect the west line of a 15 foot alley there situate thence binding on the west line of said alley with the use thereof in common south 15 degrees 06 minutes west 17 feet 10⅜ inches to the intersection formed by the easterly extension of the center line of a party wall constructed in part on the land herein described thence continuously north 78 degrees west 102 feet 9½ inches binding on said center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended westerly to intersect the said east line of Victory Avenue thence binding on the east line of Victory Avenue north 12 degrees east 17 feet 10 inches to the beginning. The improvements thereon being known as 935 Victory Avenue.

No. 8

OFFIC[illegible] OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 461

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 31, 1964

We hereby certify, that the annexed

Attorney's Sale

No. 16,455 Equity

Ralph William Powers

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 4th day of August, 1964. The first insertion being made the 16th day of July, 1964.

FILED

1964 JUL 31 PM 1.26

THE CAPITAL-GAZETTE PRESS, INC.

By H. Leighton

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 two story brick group porch front dwelling, containing 6 rooms, 2 baths, 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

Jy-30

No 16,455

Mortgagee and Attorney's Bond. BOND NO: 0466-0370-1609-64 1-369

BOOK 156 PAGE 463

BOOK 12 PAGE 465

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N. Y.

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore 2, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New-York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SEVENTY-NINE HUNDRED AND NO/100 ---------- ($7900.00) ---------- 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 28th 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 Ralph William Powers and Sandra Darlene Powers, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 29th day of May nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1300, Folio 562, ~~and~~

is about to sell the land and premises described in said Mortgage, default having been made in the payment of 935 Victory Avenue - Anne Arundel County, Maryland 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 3rd day of August, 1964

Louis N. Phipps, Clerk

FILED

1964 AUG -3 AM 9:48

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 3rd day of August, 19 64, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Charles Everett Dean, one of the, 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 of the purchaser,~~ _____,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Charles Everett Dean (SEAL)
Purchaser

WILLIAM M. WHITE NOTARY PUBLIC BALTIMORE MD.

William M White
Notary Public

1964 AUG -6 AM 9:17 FILED

10

WALTER S. CALWELL, Attorney Named in Mortgage : IN THE CIRCUIT COURT

VS. : FOR ANNE ARUNDEL COUNTY

RALPH WILLIAM POWERS AND SANDRA DARLENE POWERS, HIS WIFE : (In Equity) - No. 16455

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 29th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1300 folio 562 from said Ralph William Powers and Sandra Darlene Powers, 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], 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 4th day of August, 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 situate on the east side of Victory Avenue 357 feet 8 3/8 inches southerly from Townsend Avenue, having a frontage of 17 feet 10 3/8 inches with a depth of 103 feet, more or less, to the west line of a 15 foot alley, the improvements whereon are known as No. 935 Victory Avenue; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED
1964 AUG -6 AM 9:17

CALLAHAN and CALWELL
Solicitors
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 Ralph Wil-

liam Powers and Sandra Darlene Powers, his wife to Baltimore Federal Savings and Loan Association, dated May 29th, 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1300 folio 562 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY, AUGUST 4th, 1964, AT 3:30 P.M. (EDT).

all that fee simple lot of ground, situate and lying near Brooklyn in the 5th Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at the intersection formed by the east line of Victory Avenue as now laid out 55 feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein being described, said part of beginning being also distant 357 feet 8⅜ inches southerly measured along the said east line of said Victory Avenue from the south line of Townsend Avenue as now laid out 30 feet wide and running thence continuously south 78 degrees east 103 feet 9⅛ inches binding on the center line of said party wall so extended, the center line of said party wall and the centerline of said party wall extended easterly to intersect the west line of a 15 foot alley there situate thence binding on the west line of said alley with the use thereof in common south 15 degrees 06 minutes west 17 feet 10⅜ inches to the intersection formed by the easterly extension of the center line of a party wall constructed in part on the land herein described thence continuously north 78 degrees west 102 feet 9½ inches binding on said center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended westerly to intersect the said east line of Victory Avenue thence binding on the east line of Victory Avenue north 12 degrees east 17 feet 10 inches to the beginning. The improvements thereon being known as 935 Victory 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 two story brick group porch front dwelling, containing 6 rooms, 2 baths, 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

Jy-30

FILED
1964 AUG -3 AM 9:14

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 Charles Everett Dean and Betty Colleen Dean, his wife, at and for the sum of Eighty-five Hundred ($8500.00) Dollars, in fee simple, said purchasers being then and there the highest bidders.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 5th day of August, 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 156 PAGE 468

WALTER S. CALWELL, Attorney

Named in Mortgage

versus

RALPH WILLIAM POWERS AND

SANDRA DARLENE POWERS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,455 Equity

Ordered, this 6th day of August, 19 64, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of September next.

The report states that the amount of sale was $ 8500.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty

For the Maryland Gazette (Aug. 13, Edition)

(Final Order)

WALTER S. CALWELL, Attorney

Named in Mortgage

versus

RALPH WILLIAM PWOERS AND

SANDRA DARLENE POWERS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18 day of Sept, 19 64 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bruce Dudley

JUDGE.

FILED

1964 SEP 18 PM 12:04

13

No 16,455 Equity

Mortgagee and Attorney's Bond.

1-369

BOOK 12 PAGE 473

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

BOOK 156 PAGE 469
60 JOHN STREET
NEW YORK, N.Y.

ADDITIONAL BOND NO: 0466-0370-1609-64

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 SIX HUNDRED AND NO/100 ---------- ($600.00) ---------- Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 6th day of August 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 Ralph William Powers and Sandra Darlene Powers, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 29th day of May nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1300, Folio 562, and

935 Victory 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

Witness as to Surety:

J. McDuffie

J. McDuffie

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols Attorney-in-fact

Bond approved this 7 day of August, 1964

Louis N. Phipps, Clerk

14

FILED

1964 AUG -7 AM 9:37

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,455 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
versus
RALPH WILLIAM POWERS
AND
SANDRA DARLENE POWERS, His wife

Ordered, this 6th day of August, 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 14th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of September next.

The report states that the amount of sale was $8500.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk
S-3

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 470

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 5, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,455

Ralph William Powers

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of September, 1964. The first insertion being made the 13th day of August, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 SEP -8 PM 3:29

By M. Pilgrim

15 No. M. G. 95 L L

BOOK 156 PAGE 471

In the Case of

WALTER S. CALWELL,

ATTORNEY NAMED IN MORTGAGE

VS.

RALPH WILLIAM POWERS AND

SANDRA DARLENE POWERS, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,455 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 OCT -8 AM 11:05

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 26th 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 N. Phipps

Clerk

Per: R E Wayson, deputy

FILED

1964 OCT 26 AM 8:41

16

Dr. Mortgaged Real Estate of Ralph William Powers and Sandra Darlene Powers, his wife

BOOK 156 PAGE 472

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

				Cr.
By	Amount of Sale as per Attorney's Report of Sale Filed		8,500 00	
By	Interest, 6% on deferred payment $8,000.00 from 8/4/64 to 10/1/64		75 99	
By	Adjustment taxes, from 8/4/64 to 12/31/64		64 09	
				8,640 08
To	Attorney for fee, viz	100 00		
To	Attorney, for commission, viz	285 00		
			385 00	
To	Attorney for court costs, viz			
	Plaintiff's Solicitor appearance fee	10 00		
	Clerk, court costs	31 50		
	Auditor, this account	22 50		
			64 00	
To	Attorney for expenses, viz			
	Capital-Gazette Press Inc.			
	Advertising & Nisi - Sale	96 39		
	New Amsterdam Casualty Co. - bond	34 00		
	E. T. Newell & Co. Inc. - auctioneer's fee	272 50		
	Adjustment, sewer service	3 12		
	Adjustment, metered water charge	69 23		
	Notary fees	1 50		
			476 74	
To	Baltimore Federal Savings & Loan Associations, Mortgagee, on account of Mortgage claim	7,714 34		
			7,714 34	
				8,640 08
	Balance due on Mortgage as per claim filed	7,823 31		
	Interest 5¼% on principal balance $7,697.60 from 6/23/64 to 10/23/64	134 71		
		7,958 02		
	Credit amount allowed above	7,714 34		
	This amount subject to decree in personam	243 68		

BOOK 156 PAGE 473

WALTER S. CALWELL, Assignee, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
HAROLD W. PEDERSEN AND BETTY J. PEDERSEN, HIS WIFE Defendants	:	(In Equity)
	:	No. 16,456 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 Harold W. Pedersen and Betty J. Pedersen, his wife to James W. Rouse & Company, Incorporated, dated October 20th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1519 folio 567, with Short Assignments at the foot thereof, the last one from Baltimore Federal Saving and Loan Association to the Plaintiff, dated July 3rd, 1964 and duly recorded among the aforesaid Land Records.

Walter S. Calwell, Assignee

Baltimore Federal Building
Baltimore, Md. 21202

Le 9-6841

FILED

1964 JUL -8 AM 10: 01

App. #6685

BOOK 1519 PAGE 567

BOOK 156 PAGE 474

No. 16,456 Equity

FHA Form No. 2127-H
(Revised July 1954)

MORTGAGE

THIS MORTGAGE, Made this 20th day of OCTOBER, A. D. 19 61, by and between

Harold W. Pedersen and Betty J. Pedersen, his wife

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

James W. Rouse & Company, Incorporated

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

WHEREAS, the Mortgagor ~~being a member of the Mortgagee~~* is justly indebted to the Mortgagee for borrowed money in the principal sum of Ten Thousand Six Hundred and 00/100------- Dollars ($10,600.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five&one-fourth per centum (5¼%) per annum on the unpaid principal until paid, principal and interest being payable at the office of James W. Rouse & Company, Incorporated, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Fifty-Eight and 62/100---------- Dollars ($ 58.62), commencing on the first day of NOVEMBER, 1961, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of OCTOBER, 1991. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity; PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

16—55500-6

BEING known and designated as Lot No. 706 Block I as shown on the Plat of Munroe Gardens, Section 2 and recorded among the Plat Records of Anne Arundel County in Plat Book 24 folio 28. The improvements thereon being known as 706 Griffith Road.

=BEING the same lot of ground which by deed dated October 10, 1961 and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County was granted and conveyed by Charles J. Boyd and Betty Jo Boyd, his wife unto the Mortgagors herein.

FOR VALUE RECEIVED and without recourse, JAMES W. ROUSE & COMPANY, INCORPORATED hereby assigns the within mortgage unto Baltimore Federal Savings and Loan Association its successors and assigns.

AS WITNESS the signature of JAMES W. ROUSE & COMPANY, INCORPORATED, by the hand of its Vice President, together with its corporate seal hereto affixed this 30th day of March 1962.

WITNESS

Thelma K. Iglauer

JAMES W. ROUSE & COMPANY, INCORPORATED

BY: L. Pinaylor
Vice President

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

FILED
1964 JUL -8 AM 10:01

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the within Mortgage, and the debt secured thereby to Walter S. Calwell, for the purpose of foreclosure

WITNESS the corporate seal of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION and the signature of its Vice President, duly attested by its Assistant Secretary, this 3rd, day of July, 1964

TEST: Robert W. Reiter

Robert W. Reiter, Assistant Secretary

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

By Charles E. Williams Vice President

CHARLES E. WILLIAMS

165493

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;

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, subject to an annual ground rent of $108.00 payable in semi-annual installments on the 1st days of April and October 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 (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 90 days from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 90 days time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

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—55500-4

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 Joseph H. Young, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One Hundred Six & 00/100---- Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), their heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

Witness:

J. Warren Eberhardt

J. WARREN EBERHARDT

Harold W. Pedersen [SEAL]
Harold W. Pedersen

[SEAL]

Betty J. Pedersen [SEAL]
Betty J. Pedersen

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit: BOOK 1519 PAGE 571

I HEREBY CERTIFY, That on this the 20th day of OCTOBER, 1961, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Harold W. Pedersen & Betty J. Pedersen, his wife known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

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

J. Warren Eberhardt
J. WARREN EBERHARDT
Notary Public

My commission expires: May 1963

11.00

Rec'd for record Oct. 30 1961 at 2:01 P.M.
Mailed to William E. Dixon

rsen, wife
rated

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

WALTER S. CALWELL, Assignee
Plaintiff
VS.
HAROLD W. PEDERSEN AND
BETTY J. PEDERSEN, HIS WIFE
Defendants

PLAINTIFF'S EXHIBIT "A"

Clara M. Link

BOOK 156 PAGE 478

SHORT ASSIGNMENT

OF MORTGAGE

FROM

BALTIMORE FEDERAL SAVINGS AND

LOAN ASSOCIATION

TO

WALTER S. CALWELL

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1964 JUL -6 AM 8:56 & RECORDED IN LIBER LHP NO 1619 FOLIO 571 LOUIS G. PHIPPS, CLERK

BLOCK

Received for Record

o'clock *M. Same day*

Recorded in Liber ~~M. L. P.~~ *No.*

Folio *etc., one of the*

Anne Arundel County

Records of ~~Baltimore City~~, *and examined.*

Per

Clerk.

Callahan, Calwell & Laudeman
Attorneys At Law
Baltimore Federal Building
Fayette and St. Paul Streets
Baltimore 2, Maryland

#6685

Anne Arundel County

SHORT ASSIGNMENT

OF MORTGAGE

FROM

JAMES W. ROUSE & COMPANY, INCORPORATED

TO

BALTIMORE FEDERAL SAVINGS & LOAN ASSOC.

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1962 APR -3 AM 8:52 & RECORDED IN LIBER GRC NO. 1578 FOLIO 571 GEO. [illegible] CLERK

BLOCK

Received for Record

at *o'clock* *M. Same day*

Recorded in Liber M. L. P. No.

Folio *etc., one of the*

Anne Arundel County

Records of ~~Baltimore City~~, *and examined.*

Per

Clerk

WILLIAM E. DIXON
ATTORNEY AT LAW
210 N. CALVERT ST.
BALTIMORE 2, MD.

5M—10-56

WALTER S. CALWELL, Assignee
Plaintiff

VS.

HAROLD W. PEDERSEN AND
BETTY J. PEDERSEN, HIS WIFE

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(In Equity)

NON-MILITARY SERVICE AFFIDAVIT No. 16,456 Equity

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 7th day of July 1964 before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared 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

6

FILED

1964 JUL -8 AM 10: 01

WALTER S. CALWELL, Assignee
Plaintiff

VS.

HAROLD W. PEDERSEN AND
BETTY J. PEDERSEN, HIS WIFE

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity - No. 16,456

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from Harold W. Pedersen and Betty J. Pedersen, his wife

to James W. Rouse & Company, Incorporated

dated the 20th day of October 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No 1519 Folio 567

Amount of Mortgage		$10,600.00
Less - amount paid on principal		362.78
		10,237.22
Plus - interest to 6/19/64		207.47
		10,444.69
Plus-overdraft in expense account		3.74
		10,448.43

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 7th day of July 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.

7

FILED
1964 JUL -8 AM 10:01

CALLAHAN and C[illegible]WELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Harold W. Pedersen and Betty J. Pedersen, his wife to James W. Rouse & Company Incorporated, dated October 20th, 1961 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1519 folio 567 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY, AUGUST 4, 1964 FOUR P.M. (EDT)

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, in the Development of Monroe Gardens, near Glen Burnie, and described as follows:

BEING known and designated as Lot No. 706 Block I as shown on the Plat of Munroe Gardens, Section 2 and recorded among the Plat Records of Anne Arundel County in Plat Book 24 folio 28. The improvements thereon being known as 706 Griffith 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 $108.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a frame ranch type dwelling, containing 6 rooms (3 bedrooms) 1 bath.

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

WALTER S. CALWELL
Assignee

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

Jy-30

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 481

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 31, 1964

We hereby certify, that the annexed

Attorney's Sale

No. 16,456 Equity

Harold W. Pedersen et al

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 4th day of August, 1964. The first insertion being made the 16th day of July, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 JUL 31 PM 1:26

By: A. Leighton

No 16456

Mortgagee and Attorney's Bond.

1-369

BOOK 156 PAGE 482

BOOK 12 PAGE 466

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOND NO: 0466-0370-1610-64

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 FIVE HUNDRED AND NO/100 - - - - - ($10,500.00) - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 28th 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 Harold W. Pedersen and Betty J. Pedersen, his wife to James W. Rouse and Company, Incorporated bearing date the 20th day of October nineteen hundred and sixty-one and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1519, Folio 567, and

706 Griffith Road - Anne Arundel County, Maryland

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Smith

Witness as to Surety:

J. McDuffie

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols, Attorney-in-fact

Bond approved this 3rd day of August, 1964

Marion M. Phipps, Clerk

FILED

1964 AUG -3 AM 9:48

9.

WALTER S. CALWELL, Assignee	:	IN THE CIRCUIT COURT
VS.	:	FOR
HAROLD W. PEDERSEN AND BETTY J. PEDERSEN, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	In Equity No. 16,456

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 4th day of August, 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

by Charles E. Williams
Purchaser
CHARLES E. WILLIAMS Vice President

Clara M. Frick
Notary Public

FILED
1964 AUG -6 AM 9:17

10

WALTER S. CALWELL, Assignee	:	IN THE CIRCUIT COURT
VS.	:	FOR
HAROLD W. PEDERSEN AND BETTY J. PEDERSEN, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity) No. 16,456
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, ~~Attorney Named in Mortgage~~ Assignee, dated October 20th, 1961 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1519 folio 567

from said Harold W. Pedersen and Betty J. Pedersen, his wife to James W. Rouse & Company, Incorporated, 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 prior to 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 4th day of August, 1964 at four P.M. attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 706 Block I as shown on the Plat of Munroe Gardens, Section 2 which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 24 folio 28, the improvements whereon are known as No. 706 Griffith Road; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED
1964 AUG -6 AM 9:17

11

CA[illegible]HAN 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 Harold W. Pedersen and Betty J. Pedersen, his wife to James W. Rouse & Company Incorporated, dated October 20th, 1961 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1519 folio 567 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY, AUGUST 4, 1964 FOUR PM. (EDT)

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, in the Development of Monroe Gardens, near Glen Burnie, and described as follows:

BEING known and designated as Lot No. 706 Block I as shown on the Plat of Munroe Gardens, Section 2 and recorded among the Plat Records of Anne Arundel County in Plat Book 24 folio 28. The improvements thereon being known as 706 Griffith 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 $108.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of frame ranch type dwelling, ontaining 6 rooms (3 bedooms) 1 bath.

TERMS OF SALE — A cash eposit of $500.00 will be required of the purchaser at the me and place of sale, balance f purchase price upon final atification of sale by the Circuit Court for Anne Arundel ounty and to bear interest om date of sale to settlement. axes and all other expenses, ncluding Sanitary District harges, if any and all other assessments and public charges be adjusted to date of sale. ost of all documentary stamps nd County transfer tax, if any, hall be borne by the purchaser.

WALTER S. CALWELL
Assignee

. T. NEWELL & CO., INC.
uctioneer

Jy-30

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Ten Thousand five Hundred ($10,500.00) Dollars, subject to the payment of an annual groudd rent of $108.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 5th day of August, 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, Assignee 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 156 PAGE 486

WALTER S. CALWELL, Assignee

versus

HAROLD W. PEDERSEN AND
BETTY J. PEDERSEN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,456 Equity

Ordered, this 6th day of August, 1964, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of September next.

The report states that the amount of sale was $ 10,500.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty.

(Final Order)

Forthe Maryland Gazette
(Aug.13th Edition)

WALTER S. CALWELL, Assignee

versus

HAROLD W. PEDERSEN AND
BETTY J. PEDERSEN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th 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 Bruce Dudley
JUDGE.

FILED
1964 SEP 18 PM 12:04

13

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 16,456 Equity
WALTER S. CALWELL, Assignee

versus

HAROLD W. PEDERSEN and BETTY J. PEDERSEN, his wife

Ordered, this 6th day of August, 1964, That the sale of the property in these proceedings mentioned made and reported by Walter S. Calwell, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of September next.

The report states that the amount of sale was $10,500.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk
S-3

14

No. M. G. 4515

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 487

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 5, 1964

We hereby certify, that the annexed

Order Nisi
Eq. 16,456
Harold W. Pedersen

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of September, 1964. The first insertion being made the 13th day of August, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 SEP -8 PM 3:29

In the Case of

WALTER S. CALWELL, ASSIGNEE

VS.

HAROLD W. PEDERSEN AND

BETTY J. PEDERSEN, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,456 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 OCT -8 AM 11:05

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 26th 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 26 AM 8:41

15

Dr. Mortgaged Real Estate of Harold W. Pedersen and Betty J. Pedersen, his wife

In Acct. with Walter S. Calwell, Assignee

				Cr.			
By	Amount of Sale, as per Assignee's Report of Sale filed			10,500	00		
	Interest 6% on deferred payment, $10,000.00 from 8/4/64 to 9/19/64			78	75		
	Adjustment, taxes, 8/4/64 to 12/31.64			89	83		
						10,668	58
To	Assignee for fee, viz	106	00				
To	Assignee for commission, viz	345	00				
				451	00		
To	Assignee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	22	50				
				60	50		
To	Assignee, for expenses, viz						
	Capital-Gazette Press Inc.						
	Advertising & Nisi - Sale	74	07				
	New Amsterdam Casualty Co. - bond	42	00				
	E. T. Newell & Co. Inc. auctioneer's fee	35	00				
	Adjustment, ground rent	36	90				
	Notary fees	1	50				
				189	47		
To	Baltimore Federal Savings & Loan Association Mortgagee, on account of Mortgage claim	9,967	61				
				9,967	61		
						10,668	58
	Balance due on Mortgage as per claim filed	10,448	43				
	Interest 5¼% on principal $10,240.96 from 6/20/64 to 10/23/64	183	68				
		10,632	11				
	Credit amount allowed above	9,967	61				
	This amount subject to decree in personam	664	50				

PETITION FOR FORECLOSURE

BOOK 156 PAGE 490

ODENTON SAVINGS AND LOAN ASSOCIATION, INC.

VS.

HARVEY E. BEHRINGER and DOLLY M. BEHRINGER, his wife

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

No. 16,488 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s:

That on the 16th day of July A. D. 1962 the defendants executed and delivered to Odenton Savings and Loan Association, Inc. a mortgage upon certain property in the 4th Election District of Anne Arundel County, ~~City of Baltimore~~, therein described, to secure the payment of the mortgage debt of $ 18,000.00 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.

And the 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.

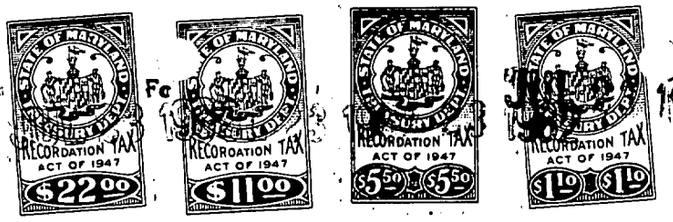
Maurice M. Bassan

Maurice M. Bassan
1507 Court Square Bldg., Balto. 2, Md.
SA. 7-4154 *Attorney for Plaintiff*

FILED
1964 JUL 27 AM 9:36

Case 0 K

City—County Direc



BOOK 1580 PAGE 408

Petitioner's Exhibit No. 1

No. 16,488 Equity

BOOK 156 PAGE 491

39.60

DO NOT INDEX IN CHATTELS

This Mortgage, Made this 9th day of July, in the year one thousand, nine hundred and sixty-two, between HARVEY E. BEHRINGER and DOLLY M. BEHRINGER, his wife,

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

75-855

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of Eighteen Thousand ($18,000.00) - - - - - - - - - - - - - - - - Dollars, being part of the purchase money for the property hereinafter described:

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

By the payment of Two Hundred Forty-Eight Dollars ($248.00) ~~Two Hundred Eighty-Eight Dollars ($288.00)~~ - - - - - - - - - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. This mortgage matures and becomes finally due and payable ten years from the date hereof.

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

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot of ground situate and lying in Anne Arundel County, 4th Election District, in said State, ~~and described as follows:~~ according to a plat and survey made by Edward Hall, III, Reg. Surveyor, March, 1951, to wit:

BEGINNING for the same at the end of the third line of Lot 39 as conveyed by Andrew J. Disney and wife to Jessie V. Disney by deed dated November 10, 1913, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 90, folio 237, said beginning point being in the center of Nevada Street, 60 feet wide, distant North 73 degrees 45 minutes West 30.0 feet from an iron pipe on the eastern side of said Nevada Street; thence, leaving said third line and running with and binding on the center line of Nevada Street, North 16 degrees 15 minutes East 178.71 feet to the southern side of Third Avenue, 60 feet wide, now the State Road (see deed from Harris Atas and wife to the State Roads Commission of Maryland as recorded in Liber J.H.H. No. 233, folio 203, etc., and also the State Roads Commission of Maryland Plat No. 3101); thence leaving said center line of Nevada Street, and, with the southern side of Third Avenue South 73 degrees 45 minutes East 30 feet to an iron pipe now set at the intersection of the southern side of Third Avenue and the eastern side of Nevada Street; thence, leaving said Nevada Street and still with the southern side of Third Avenue, continuing south 73 degrees 45 minutes East 80.0 feet; thence leaving said Third Avenue and State Road and running across the whole lot, South 16 degrees 15 minutes West 178.71 feet to an iron pipe now set in an old fence, in the aforesaid

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third line of the conveyance by Andrew J. Disney and wife to Jessie V. Disney; thence leaving lot 39 and continuing South 16 degrees 15 minutes West 20.0 feet; thence North 73 degrees 45 minutes West 80 feet to the eastern side of Nevada Street; thence continuing North 73 degrees 45 minutes West 30 feet to the center line of said Nevada Street; thence with said center line North 16 degrees 15 minutes East 20 feet to the place of beginning. Containing .50 of an acre, more or less. Being a part of lots Nos. 39 and 40 as shown on a plat of Odenton recorded among the Land Records of Anne Arundel County in Liber S.H. No. 34, folio 604.

Saving and excepting therefrom so much thereof which was conveyed from Alvin Miller Lanowitz and Hilda Anna Lanowitz, his wife, and others, to the County Commissioners of Anne Arundel County by deed dated October 4, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 873, folio 38, and more particularly described in said deed as follows:

All that strip of land 60 feet in width known as Nevada Avenue, running from Second Avenue in a northerly direction 480 feet, more or less, to the northerly side of Third Avenue as shown on Plat of Odenton as recorded among the Land Records of Anne Arundel County in Liber S.H. No. 34, folio 604.

BEING all of the same property which by Deed dated July 24, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1411, folio 390, was granted and conveyed by Alvin Miller Lanowitz and Hilda Anna Lanowitz, his wife, unto the Mortgagors herein.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple; for [illegible] subject to the payment of the yearly rent of $_____.

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

And the said Mortgagor s, for themselves their heirs 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 and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at

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

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

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorize the said Mortgagee, its successors or assigns or Bassan & Kleinman, 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 180.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagors, their heirs or assigns, or to whoever may be entitled to the same.

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Martin J. Cleaver

Harvey E. Behringer (SEAL)

Dolly M. Behringer (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 16th day of July, 1962, before me, the subscriber, a Notary Public, of the State of Maryland in and for , personally appeared Harvey E. Behringer and Dolly M. Behringer, his wife,

and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John E. Scarborough, 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.

John J. Noll
Notary Public.

JOHN J. NOLL NOTARY PUBLIC BALTIMORE

Rec'd for record July 23 1962 at 10 33 A M.

Mailed to Bassan & Kleinman

JNO.

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STATEMENT OF MORTGAGE CLAIM

BOOK 156 PAGE 494

ODENTON SAVINGS AND LOAN ASSOCIATION, INC.

vs.

HARVEY E. BEHRINGER and DOLLY M. BEHRINGER, his wife

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE~~ ANNE ARUNDEL COUNTY

No. 16,488 Equity

STATEMENT OF MORTGAGE DEBT

July 16, 1962		$18,000.00
Paid on Account		5,069.46
	Balance	$12,930.54
Expense Account:		
Paid in by Borrower	$1,292.70	
Paid out by Assn.	1,174.28	
Credit		118.42
		12,812.12
Interest 3 months from May, 1964 at $64.65 per month		193.95
Late charges for 11 months at $14.88 per month		163.68
		$13,169.75

Maurice M. Bassan, Trustee

COUNTY

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

I HEREBY CERTIFY, That on this 24th day of July in the year nineteen hundred and sixty-four, before me, a Notary Public of the State of Maryland, in and for ~~said City~~ County of Baltimore, personally appeared

MAURICE M. BASSAN, Trustee,

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,

Martin Kleinman, *Notary Public.*

MARTIN KLEINMAN NOTARY PUBLIC BALTIMORE, MD.

1964 JUL 27 AM 9:37

FILED

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

BOOK 156 PAGE 495

ODENTON SAVINGS AND LOAN ASSOCIATION, INC.

vs.

HARVEY E. BEHRINGER and DOLLY M. BEHRINGER, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

Docket ..... **Folio** .....

Case No. No. 16,458 Eq.

Filed .....

Military Affidavit

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

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said ~~City~~ County, personally appeared MAURICE M. BASSAN, Trustee,

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

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

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

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

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

Maurice M. Bassan
Affiant.

Subscribed and sworn to before me

this 24th day of July 1964.

Martin Kleinman
Notary Public
Martin Kleinman

MARTIN KLEINMAN NOTARY PUBLIC BALTIMORE COUNTY, MD.

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1964 JUL 27 AM 9:36

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DECREE FOR SALE OF MORTGAGE PREMISES

ODENTON SAVINGS AND LOAN ASSOCIATION, INC.

vs.

HARVEY E. BEHRINGER and DOLLY M. BEHRINGER, his wife

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 16,488 Equity

TERM, 19

BOOK 156 PAGE 496

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

It, is, Thereupon, This 27th day of July, 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 MAURICE M. BASSAN,

be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of the proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Fifteen Thousand ($15,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given ~~at least three weeks~~ * notice by advertisement, inserted in such daily newspaper or newspapers published in ~~Baltimore City or Baltimore~~ Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $1,000.00 at time of sale, balance in cash upon final ratification or sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their 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.

* at least once in each week for 3 successive weeks, the first such publication to be not less than 15 days prior to sale and the last such publication to be not more than 1 week prior to such sale, (Md. Rule W74-2 (i)

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O. Bruce Duckett

Judge

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Trustee's Bond

BOOK 12 PAGE 484 Bond No. 8133059

KNOW ALL MEN BY THESE PRESENTS:

No. 16,488 Equity

BOOK 156 PAGE 497

THAT WE, Maurice M. Bassan
Court Square Building, Baltimore, Maryland 21202 as principal,

and GREAT AMERICAN INSURANCE COMPANY, a corporation of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eighteen thousand and 00/100---------- Dollars, ($ 18,000.) 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 Eighteenth day of August in the year of our Lord one thousand nine hundred and sixty-four.

WHEREAS, the above bounden Maurice M. Bassan by virtue of a decree of the Honorable the Judge of the Circuit Court for ~~Baltimore City~~ Anne Arundel County has been appointed trustee to sell real estate

mentioned in the proceedings in the case of Odenton Savings and Loan Association, Inc.

vs.

Harvey E. Behringer and Dollie M. Behringer, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Maurice M. Bassan 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

Martin Kleinman, as to Maurice M. Bassan

Patricia A. Kirsch
As to Surety Patricia A. Kirsch

Maurice M. Bassan [SEAL]

[SEAL]

GREAT AMERICAN INSURANCE COMPANY

By Charles H. Cover Attorney-in-fact [SEAL]

State of Maryland, Baltimore City, sct.:

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY a corporation of the State of New York does hereby constitute and appoint IRVING ROLKER and CHARLES H. COVER of BALTIMORE, MARYLAND, EACH; - its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court for ~~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 GREAT AMERICAN INSURANCE COMPANY duly affixed by its Vice-President and attested by its Secretary, this 30th day of JANUARY, 19 59.

GREAT AMERICAN INSURANCE COMPANY

ATTEST:

WILLIAM G. FETTIS, JR.
Secretary

By: W. C. MARRIN
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney JANUARY 30, 1959. GREAT AMERICAN INSURANCE COMPANY

C. R. Glensor, Assistant Secretary

FILED

1964 AUG 19 AM 9:49

Bond approved this 19th day of August, 1964

Louis J. Phipps, Clerk

ODENTON SAVINGS AND LOAN ASSOCIATION, INC.

VS

HARVEY E. BEHRINGER AND DOLLY M. BEHRINGER, his wife,

BOOK 156 PAGE 498

IN THE CIRCUIT COURT OF FOR ANNE ARUNDEL , IN EQUITY, Docket ____ FOLIO ____ Equity Ca se # 16488

:::::::::

AUCTIONEER'S CERTIFICATE

I, hereby certify that I have on this 21st day of August, 1964, sold the property described in the attached advertisement of sale, at and for the sum of Fourteen Thousand Two hundred-fifty 00 DOLLARS to ~~Maurice M.~~ SIEHLER & BROWN INC being at that figure the highest bidder therefore, and I further certify that the sale was fairly made.

— A.J. BILLIG & CO.

BY Jack Billig
Jack Billig, Auctioneer

PURCHASER'S AGREEMENT

WE, hereby certify that we have on this 21st day of August, 1964, purchased the property described in the attached advertisement of sale from Maurice M. Bassan, Trustee, at and for the sum of $14,250.00 DOLLARS and hereby agree to comply with the terms of sale as set forth in the attached advertisement. of sale.

— SIEHLER & BROWN, INC.

By: Theo. B. Siehler
Theo. B. Siehler, President

Purchasers

TEST: Jack Billig

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1964 AUG 25 AM 9:17

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MAURICE M. BASSAN,
MARTIN KLEINMAN,
Solicitors
1507 Court Square Bldg., Balto. 2, Md.

Trustee's Sale

Valuable Improved Fee-Simple Commercial Property, known as No. 1490 Annapolis Road, Odenton, Maryland. Consisting of a large store and 2 apartments on Rt. 175 near Fort Meade.

By virtue of a Decree of the Circuit Court for Anne Arunde County, in Equity, Odenton Savings and Loan Association, Inc., vs Harvey E. Behringer and Dolly M. Behringer, his wife, the under signed Trustee will sell at Public Auction, on the premises, on

FRIDAY, AUG. 21, 1964 AT 2:00 P.M.

All that lot of ground and improvements thereon, situated in Anne Arundel County, Maryland, 4th Election District in said state, and described as follows:

BEGINNING for the same at the end of the third line of Lot 39 as conveyed by Andrew J. Disney and wife to Jessie V. Disney by deed dated November 10, 1913, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 90, folio 237, said beginning point being in the center of Nevada Street, 60 feet wide, distant North 73 degrees 45 minutes West 30.0 feet from an iron pipe on the eastern side of said Nevada Street; thence, leaving said third line and running with and binding on the center line of Nevada Street, North 16 degrees 51 minutes East 178.71 feet to the southern side of Third Avenue, 60 feet wide, now the State Road (see deed from Harris Atas and wife to the State Roads Commission of Maryland as recorded in Liber J.H.H. No. 233, folio 203, etc., and also the State Roads Commission of Maryland Plat No. 3101); thence leaving said center line of Nevada Street, and with the southern side of Third Avenue South 73 degrees 45 minutes East 30 feet to an iron pipe now set at the intersection of the southern side of Third Avenue and the eastern side of Nevada Street; thence leaving said Nevada Street and still with the southern side of Tihrd Avenue, continuing south 73 degrees 45 minutes East 80.0 feet; thence leaving said Third Avenue and State Road and running across the whole lot, South 16 degrees 15 minutes West 178.71 feet to an iron pipe now set in an old fence in the aforesaid third line of the conveyance by Andrew J. Disney and wife to Jessie V. Disney; thence leaving lot 39 and continuing South 16 degrees 15 minutes West 20.0 feet; thence North 73 degrees 45 minutes West 80 feet to the eastern side of Nevada Street; thence continuing North 73 degrees 45 minutes West 30 feet to the center fine of said Nevada Street; thence with said center line North 16 degrees 15 minutes East 20 feet to the place of beginning. Containing .50 of an acre, more or less. Being a part of lots Nos. 39 and 40 as shown on a plat of Odenton recorded among the Land Records of Anne Arundel County in Liber S.H. No. 34, folio 604.

Saving and excepting therefrom so much thereof which was conveyed from Alvin Miller Lanowitz and Hilda Anna Lanowitz, his wife, and others, to the County Commissioners of Anne Arundel County by deed dated October 4, 1954, and recorded among the Land Records of Anne Arundel County in Liber J. H.H. No. 873, folio 38, and more particularly described in said deed as follows:

All that strip of land 60 feet in width known as Nevada Avenue, running from Second Avenue in a northerly direction 480 feet, more or less, to the northerly side of Third Avenue as shown on Plat of Odenton as recorded among the Land Records of Anne Arundel County in Liber S.H. No. 34, folio 604.

The improvements consisting of a one-story stucco on block building with basement, containing a large store, formerly used as a food market, with a four room and bath apartment on the first floor, a three room apartment in the basement, oil heat, also 2 car garage.

TERMS OF SALE: A cash deposit of $1,000.00 will be required at time and place of sale; balance of purchase price in cash upon final ratification of sale by the Circuit Court of Anne Arunde County. Interest at 6% to be paid on unpaid purchase price from date of sale to date of settlement. All conveyancing, recording documentary stamps, taxes and transfer taxes, if any, to be borne by purchaser. All adjustments as of date of sale.

DIRECTIONS FROM BALTIMORE: Washington-Baltimore Expressway to Friendship Airport Road; turn left on Friendship Airport Road for 1 mile, turn right on road to Odenton, which merges into Rt. 170 and go on Rt. 170 approximately 8 miles to Rt. 175; turn right on Rt. 175 about one-half mile to premises bearing sign Edgett's Food Market, on left side of road.

For further information, eall Trustee.

Maurice M. Bassan, Trustee
SA 7-4154
A. J. BILLIG AND CO. AUCTIONEERS
PL 2-8440 16 E. Fayette St., Balto., Md.

A-20

OFFICE PHONE, PLAZA 2-8440

A. J. BILLIG, PRESIDENT

BOOK 156 PAGE 500

A. J. BILLIG & COMPANY

General Auctioneers

Stocks, Bonds,
Real Estate,
Household Effects,
Automobiles,
Appraisers, Etc.

16 EAST FAYETTE STREET

BALTIMORE 2, MD., August 21 19 64

We, A. J. BILLIG & CO., duly licensed Auctioneers, do hereby certify to the effect that we have not paid and will not pay, directly or indirectly, anything for employing us to make said sale and that no payments have been made or will be made in connection with such sale, except those set forth in detail in said statement.

SUBSCRIBED TO AND SWORN TO.

A. J. BILLIG & CO.

BY

Jennie F. Jacobs
Notary Public

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1964 AUG 25 AM 9:17

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BOOK 156 PAGE 501 No. 16,488

STATE OF MARYLAND, Baltimore County, , Sct.:

I HEREBY CERTIFY, That on this 21, DAY OF August 19 64, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore Coumty, State AFORESAID, personally appeared Theodore B. Siehler, Pres. of Siehler & Brown, Inc, Purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said property No. 1490 Annapolis Road, Odenton, Maryland mentioned in the said Report of Sale.

Theo. B. Siehler
Purchaser

Jack T. Daley
Notary Public

(Rule BR 6-2 Sale of Real Property or Chattels Real and BR 6-C-3 Affidavit of Purchaser) Page 519 & 520

FILED
1964 AUG 25 AM 9:17

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REPORT OF SALE

ODENTON SAVINGS AND LOAN ASSOCIATION, INC.

vs.

HARVEY E. BEHRINGER and DOLLY M. BEHRINGER, his wife

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

No. 16,488

BOOK 156 PAGE 502

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

The Report of Sale of Maurice M. Bassan, Trustee appointed by the decree in the above entitled cause, to make sale of the fee simple property known as No. 1490 Annapolis Road (Route 175, 4th Election District of Anne Arundel County, Maryland) in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

The Maryland Gazette

a ~~daily~~ newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee, Maurice M. Bassan, did pursuant to said notice on Friday the 21st day of August, 1964 at 2:00 o'clock P. M. attend on the premises and then and there sold the aforementioned property unto Siehler & Brown, Inc., a Maryland corporation, at and for the sum of $14,250.00, in fee simple. Attached is Affidavit of A. J. Billig & Company, Auctioneers, with reference to the payment for employment and also Affidavit of Theo. B. Siehler, President of Siehler & Brown, Inc., Purchaser, with reference to not having discouraged bidding by others.

Maurice M. Bassan

Maurice M. Bassan, Trustee

State of Maryland, ~~City~~ County of Baltimore, Sct:

I HEREBY CERTIFY, That on this 24th day of August, ~~1964~~ 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore aforesaid, personally appeared

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

FILED

1964 AUG 25 AM 9:17

As witness my hand and Notarial Seal,

Martin Kleinman

Martin Kleinman, *Notary Public*

MARTIN KLEINMAN NOTARY PUBLIC BALTIMORE COUNTY, MD.

MARTIN KLEINMAN CORPORATE SEAL 1965 NOTARY PUBLIC MD.

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ORDER NISI

ODENTON SAVINGS AND LOAN ASSOCIATION, INC.

versus

HARVEY E. BEHRINGER and DOLLY M. BEHRINGER, his wife

BOOK 156 PAGE 503

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,488 Equity

Ordered, this 25th day of August, 19 64, That the sale of the property in these proceedings mentioned made and reported by Maurice M. Bassan, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of September next.

The report states that the amount of sale was $ 14,250.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Maurice M. Bassan, Atty
(Final Order)

For the Maryland Gazette (Aug. 27th Edition)

ODENTON SAVINGS AND LOAN ASSOCIATION, INC.

versus

HARVEY E. BEHRINGER and DOLLY M. BEHRINGER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of Sept., 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 Dunkelt
JUDGE.

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1964 SEP 29 PM 4:10

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OFFICE OF 16488

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 504

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 25, 1964

We hereby certify, that the annexed

Trustee's Sale

Harvey E. Behringer

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 21st day of August, 1964. The first insertion being made the 6th day of August, 1964

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1964 AUG 27 PM 2:36

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

MAUR M. BASSAN,
MARTIN KLEINMAN,
Solicitors
1507 Court Square Bldg., Balto. 2, Md.

Trustee's Sale

Valuable Improved Fee-Simple Commercial Property, known as No. 1490 Annapolis Road, Odenton, Maryland. Consisting of a large store and 2 apartments on Rt. 175 near Fort Meade.

By virtue of a Decree of the Circuit Court for Anne Arundel County, in Equity, Odenton Savings and Loan Association, Inc., vs. Harvey E. Behringer and Dolly M. Behringer, his wife, the undersigned Trustee will sell at Public Auction, on the premises, on

FRIDAY, AUG. 21, 1964 AT 2:00 P.M.

All that lot of ground and improvements thereon, situated in Anne Arundel County, Maryland, 4th Election District in said state, and described as follows:

BEGINNING for the same at the end of the third line of Lot 39 as conveyed by Andrew J. Disney and wife to Jessie V. Disney by deed dated November 10, 1913, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 90, folio 237, said beginning point being in the center of Nevada Street, 60 feet wide, distant North 73 degrees 45 minutes West 30.0 feet from an iron pipe on the eastern side of said Nevada Street; thence, leaving said third line and running with and binding on the center line of Nevada Street, North 16 degrees 51 minutes East 178.71 feet to the southern side of Third Avenue, 60 feet wide, now the State Road (see deed from Harris Atas and wife to the State Roads Commission of Maryland as recorded in Liber J.H.H. No. 233, folio 203, etc., and also the State Roads Commission of Maryland Plat No. 3101); thence leaving said center line of Nevada Street, and with the southern side of Third Avenue South 73 degrees 45 minutes East 30 feet to an iron pipe now set at the intersection of the southern side of Third Avenue and the eastern side of Nevada Street; thence leaving said Nevada Street and still with the southern side of Tihrd Avenue, continuing south 73 degrees 45 minutes East 80.0 feet; thence leaving said Third Avenue and State Road and running across the whole lot, South 16 degrees 15 minutes West 178.71 feet to an iron pipe now set in an old fence in the aforesaid third line of the conveyance by Andrew J. Disney and wife to Jessie V. Disney; thence leaving lot 39 and continuing South 16 degrees 15 minutes West 20.0 feet; thence North 73 degrees 45 minutes West 80 feet to the eastern side of Nevada Street; thence continuing North 73 degrees 45 minutes West 30 feet to the center fine of said Nevada Street; thence with said center line North 16 degrees 15 minutes East 20 feet to the place of beginning. Containing .50 of an acre, more or less. Being a part of lots Nos. 39 and 40 as shown on a plat of Odenton recorded among the Land Records of Anne Arundel County in Liber S.H. No. 34, folio 604.

Saving and excepting therefrom so much thereof which was conveyed from Alvin Miller Lanowitz and Hilda Anna Lanowitz, his wife, and others, to the County Commissioners of Anne Arundel County by deed dated October 4, 1954, and recorded among the Land Records of Anne Arundel County in Liber J. H.H. No. 873, folio 38, and more particularly described in said deed as follows:

All that strip of land 60 feet in width known as Nevada Avenue, running from Sceond Avenue in a northerly direction 480 feet, more or less, to the northerly side of Third Avenue as shown on Plat of Odenton as recorded among the Land Records of Anne Arundel County in Liber S.H. No. 34, folio 604.

The improvements consisting of a one-story stueco on block building with basement, containing a large store, formerly used as a food market, with a four room and bath apartment on the first floor, a three room apartment in the basement, oil heat, also 2 car garage.

TERMS OF SALE: A cash deposit of $1,000.00 will be required at time and place of sale; balance of purchase price in cash upon final ratification of sale by the Circuit Court of Anne Arundel County. Interest at 6% to be paid on unpaid purchase price from date of sale to date of settlement. All conveyaneing, recording, documentary stamps, taxes and transfer taxes, if any, to be borne by purchaser. All adjustments as of date of sale.

DIRECTIONS FROM BALTIMORE: Washington-Baltimore Expressway to Friendship Airport Road; turn left on Friendship Airport Road for 1 mile, turn right on road to Odenton, which merges into Rt. 170 and go on Rt. 170 approximately 8 miles to Rt. 175; turn right on Rt. 175 about one-half mile to premises bearing sign Edgett's Food Market, on left side of road.

For further information, eall Trustee.

Maurice M. Bassan, Trustee
SA 7-4154

A. J. BILLIG AND CO. AUCTIONEERS
PL 2-8440 16 E. Fayette St., Balto., Md.
A-20

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,488 Equity
ODENTON SAVINGS AND LOAN ASSOCIATION, INC.
versus
HARVEY E. BEHRINGER and DOLLY M. BEHRINGER, his wife

Ordered, this 25th day of August, 1964, That the sale of the property in these proceedings mentioned made and reported by Maurice M. Bassan, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of September next.

The report states that the amount of sale was $14,250.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

S-17

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 506

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 19, 1964

We hereby certify, that the annexed Order Nisi Sale Eq. 16,488 Harvey E. Behringer

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of September, 1964. The first insertion being made the 27th day of August, 1964.

FILED 1964 SEP 21 PM 3:11

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

15 No. M. G. 9314

BOOK 156 PAGE 507

In the Case of

ODENTON SAVINGS & LOAN ASSOCIATION, INC.

VS.

HARVEY E. BEHRINGER, et ux

In the

Circuit Court

For

Anne Arundel County

No. 16,488 Equity

To the Honorable, the Judges of said Court:

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

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All of which is respectfully submitted.

Auditor.

FINAL ORDER

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

FILED
1964 OCT 29 AM 11:55

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Dr. Mortgaged Real Estate of Harvey E. Behringer and Dolly M. Behribger, his wife

In Acct. with Maurice M. Bassan, Trustee

				Cr.	
By	Amount of Sale as per Trustee's Report of Sale filed		14,250 00		
By	Interest 6% on deferred payment from 8/21/64 to 9/30/64		86 05		
By	Adjustment, taxes from 8/21/64 to 12/31/64		126 01		
				14,462	06
To	Trustee for fee, viz	180 00			
To	Trustee for commission, viz	457 50			
			637 50		
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	141 00			
	Sunpapers - Advertising - Sale	90 50			
	Great American Insurance Co. - bond	72 00			
	A. J. Billig & Co. auctioneer's fee	416 25			
	Expenditures for preservation of property	108 90			
	Notary fee	1 00			
	Chattel Search	15 00			
			844 65		
To	Odenton Savings & Loan Association, Inc.				
	Mortgagee on account of Mortgage claim	12,911 91			
			12,911 91		
				14,462	06
	Balance due on Mortgage as per claim filed	13,169 75			
Interest 6% on principal balance $12,812.12					
	from 8/1/64 to 10/30/64	128 12			
		13,297 87			

Credit amount allowed above	12,911	91
This amount subject to decree in personam	385	96

KOPERNIK BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.	:	IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
VS.	:	(In Equity)
MARION MAKA and MARY J. MAKA, his wife,	:	No. 16, 709.

Mr. Clerk:

Please docket the certified copy of the Docket Entries in the above entitled matter from the Circuit Court No. 2 of Baltimore City; and also the certified copy of the Decree in personam against the said Marion Maka and Mary J. Maka, his wife.

Henry P. Struzinski

Henry P. Struzinski, Attorney for the Kopernik Building and Loan Association of Baltimore City, Inc.

FILED

1964 NOV -2 AM 9:34

Henry P. Struzinski

(Kopernik Building and Loan Association of Balto. City, Inc., Pur.)

Kopernik Building and Loan Association of Baltimore City, Inc.

vs.

Marion Maka and

Mary J. Maka, his wife

73-C/17 - No.19369-C

DOCKET ENTRIES

23rd January, 1964	Petition for the sale of mortgage premises (1) fd. (Exhibit #1 (2) fd. (JFC 666-573) 219 N. Belnord Ave.
23rd January, 1964	Statement of Mortgage Debt (3) fd.
23rd January, 1964	Military Affidavit (4) fd.
23rd January, 1964	Decree (5) fd. ($8,000.) Henry P. Struzinski, Trustee
13th February, 1964	Trustee's Approved Bond (6) fd. ($8,000) National Surety Corp.
20th February, 1964	Trustee's Report of Sale and Affidavits (7) fd.
20th February, 1964	Ratified Nisi Order (8) fd.
24th March, 1964	Certificate of Publication (9) fd.
24th March, 1964	Trustee's Report of Sale finally ratified and confirmed order (10)fd.
8th April, 1964	Auditor's Report and Account (11)fd.
8th April, 1964	Ratified Nisi Order (12) fd.
24th April, 1964	Auditor's Report and Account finally ratified and confirmed order (13) fd.
16th July, 1964	Motion for decree in personam (14)fd.
16th July, 1964	Subpoenas (15) fd. (Served)
19th August, 1964	Decree entered in favor of Kopernik Building and Loan Association of Baltimore City, Inc. for the sum of $6,279.50 against Marion Maka and Mary J. Maka, his wife (16) fd.

State of Maryland,
City of Baltimore, ss:

I, G. GORDON KIRBY, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original DOCKET ENTRIES from January 23rd, 1964 to August 19, 1964 (both inclusive) - - - - - - - - - - - - - - - - - -

now on file in this office in the cause therein entitled KOPERNIK BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, INC. vs. MARION MAKA and MARY J. MAKA, his wife

(73-C/17 #19369-C)

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT NO. 2, this 5th day of October A. D. 19 64

G. Gordon Kirby

G. GORDON KIRBY, *Clerk.*

FILED
1964 NOV -2 AM 9:34

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OTION FOR DECREE IN PERSON. BOOK 156 PAGE 513

KOPERNIK BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, INCORPORATED

vs.

MARION MAKA and
MARY J. MAKA, his wife
211 Seward Avenue

IN THE
CIRCUIT COURT No. 2
OF
BALTIMORE CITY
Docket 73 C Folio 17
Case No. 19369 C

To the Honorable, the Judge of the Circuit Court No. 2 of Baltimore City:

The motion of Kopernik Building and Loan Association of Baltimore City, Inc. mortgagee in the above entitled cause respectfully shows:

That there still remains due and unsatisfied to your petitioner upon its mortgage claim in the above entitled cause the sum of $6,279.50 Dollars, as found and determined by the auditor's account herein, which said account has been by this Court finally ratified on the 24th day of April, 19 64, as will appear by reference had to the said account, which is hereby prayed to be taken as part hereof.

That under the provisions of Chapter 327 of the Acts of Assembly of 1898, approved April 7th, 1898, your petitioner is entitled to a decree in personam for the said sum of $6,279.50 dollars against the said Marion Maka and Mary J. Maka, his wife being entitled to maintain an action at law against said mortgagor upon the covenants contained in the mortgage filed in this case for the residue of the mortgage debt remaining unpaid and unsatisfied as aforesaid.

WHEREFORE your petitioner prays and moves for a decree in personam for the said sum of $6,279.50 against the said Marion Maka and Mary J. Maka, his wife upon due notice being given by summons or otherwise as the Court may direct to the said Marion Maka and Mary J. Maka, his wife

And as in duty &c.

/s/ HENRY P. STRUZINSKI
Attorney for Mortgagee.

The foregoing petition having been read and considered it is thereupon ordered by the Circuit Court No. 2 of Baltimore City this 16 day of July, 19 64, that the Clerk of this Court be and he is hereby directed to issue the writ of subpoena directed to the said Marion Maka and Mary J. Maka, his wife 211 Seward Avenue, Anne Arundel County commanding them to be and appear in this Court on the first Monday of August, 19 64, to answer the foregoing motion and show cause, if any there be, within fifteen days from the return day of said writ, why a decree should not be entered as prayed.

/s/ Joseph L. Carter

the mortgagor in the above entitled cause having been duly summoned to appear in accordance with the order of this Court passed on the 16th day of July, 19 64, as appears from the return of the Sheriff to the writ of subpoena, and no sufficient cause having been shown, under the terms of the said order, it is this 19th day of August, 19 64, by the Circuit Court No. 2 of Baltimore City adjudged and ordered, that the decree of this Court be and it is hereby entered in favor of Kopernik Bldg. & Loan Assn of Balto. City, Inc. the plaintiff herein for the sum of Sixty-two Hundred seventy-nine and 50/100 Dollars against the said Marion Maka and Mary J. Maka, his wife with interest until paid from the date of final ratification of the Auditor's account herein, and all costs of suit accruing since ratification of said account.

/s/ Anselm Sodaro
Anselm Sodaro

State of Maryland,
City of Baltimore, ss:

BOOK 156 PAGE 514

I, G. GORDON KIRBY, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original MOTION FOR DECREE filed on the 16th day July 1964 and made final and signed on the 19th day of August 1964.

now on file in this office in the cause therein entitled KOPERNIK BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, INCORPORATED vs. MARION MAKA and MARY J. MAKA, his wife.

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT NO. 2, this 5th day of October A. D. 1964

G. Gordon Kirby

G. GORDON KIRBY, *Clerk.*

FILED
1964 NOV -2 AM 9:34

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PETITION FOR FORECLOS. E

BOOK 156 PAGE 515

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

VS.

KERMIT FAWTHROP and DOROTHY L. FAWTHROP, his wife

IN THE

CIRCUIT COURT

FOR ~~BALTIMORE CITY~~ OF ANNE ARUNDEL COUNTY

(IN EQUITY)

No. 16,234 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the ....29th..... day of January,... A. D. 1960, 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 $ 20,000.00 ..... and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That said mortgage is in default inasmuch as the mortgagors are more than sixty (60) days in arrears in the payment of principal, interest and expenses as contracted for in said mortgage.

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

And as in duty, &c.

Paul Beall

Paul Beall *Attorney for Plaintiff*

1964 MAR 26 PM 2:33

Form 812

BOOK 156 PAGE 516

PETITIONER'S EXHIBIT NO. 1

[DR.—CITY OR COUNTY]

Mortgage BOOK 1368 PAGE 52

THIS MORTGAGE, Made this twenty-ninth day of January , in the year Nineteen Hundred and Sixty , by and between Kermit Fawthrop and Dorothy L. Fawthrop, 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.

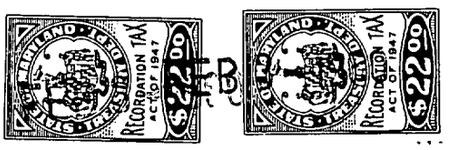
WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Twenty Thousand Dollars ($ 20,000.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Twenty Thousand Dollars ($ 20,000.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of One Hundred Forty-four Dollars ($ 144.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of March , 1960 , and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

THE said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor



does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in the Third District of Anne Arundel County , State of Maryland, and particularly described as follows:

BEGINNING for the same at an iron pipe set on the east side of the Governor Ritchie Highway at the same beginning point in a deed from Edward Hastings and wife to Kermit Fawthrop and wife, dated February 3, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 510, folio 73; and running from said beginning point and with the east side of said Highway, as corrected for magnetic difference, North twenty-five degrees twelve minutes west sixty feet (N 25° 12' W 60') to a pipe set on the south side of a thirty foot road leading through the property conveyed by Home Owners Loan Corporation to Edward Hastings and wife, by deed dated November 22, 1939, and recorded among the aforesaid Land Records in Liber J.H.H. 210, folio 141; thence with the south side of said road and with the north line of a recent conveyance from Hastings to Fawthrop, North seventy-three degrees twenty-eight minutes east one hundred twelve feet (N 73° 28' E 112') to a pipe and South seventy-seven degrees twenty-two minutes east seventy and fifty-one one-hundredths feet (S 77° 22' E 70.51'); thence leaving the outlines of the last mentioned conveyance and crossing the same and the earlier conveyance from Hastings to Fawthrop, mentioned above, South no degrees thirty-eight minutes west one hundred twenty-two and twenty-three one-hundredths feet (S 00° 38' W 122.23') to a point on the south line of the conveyance to Kermit Fawthrop and wife recorded among the aforesaid Land Records in Liber J.H.H. 510, folio 73; thence with the same North seventy-one degrees ten minutes west thirty and sixteen one-hundredths feet (N 71° 10' W 30.16') to where the west side of Oak Avenue intersects said line, as shown on a Plat of Pasadena, recorded in Plat Cabinet #2, Rod B-4, folio 34; thence with the west side of said Avenue and running to include a fifteen one-hundredth (.15) acre tract conveyed by Pasadena Realty Company to Kermit

1960 MAR 26 PM 9:33

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Fawthrop and wife by deed dated September 14, 1951, and recorded among the aforesaid Land Records in Liber J.H.H. 648, folio 348, and a conveyance by deed dated January 9, 1952, and recorded among the aforesaid Land Records in Liber J.H.H. 666, folio 96, and a conveyance from said Realty Co. to Kermit Fawthrop and wife dated January 9, 1952, and recorded among the aforesaid Land Records in Liber J.H.H. 666, folio 94, and South seventeen degrees two minutes east sixty-five and eighty-seven one-hundredths feet (S 17° 02' E 65.87') to a pipe, South seventy-two degrees fifty-eight minutes west eighty-three and forty-one one-hundredths feet (S 72° 58' W 83.41') to a pipe on the east side of the Governor Ritchie Highway; thence with the same North twenty-five degrees twelve minutes west one hundred forty-two and forty-three one-hundredths feet (N 25° 12' W 142.43') to the place of beginning. Containing fifty-seven one-hundredths (.57) acre, more or less.

FOR TITLE to the herein named Mortgagors see the following deeds to them:

1. From Edward Hastings and wife, dated February 3, 1949, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 510, folio 73;

2. From The Pasadena Realty Company, dated September 4, 1951, recorded among said Land Records in Liber J.H.H. No. 648, folio 348;

3. From The Pasadena Realty Company, dated January 9, 1952, recorded among said Land Records in Liber J.H.H. No. 666, folio 94;

4. From Jacob G. Wade and wife, et al, dated January 9, 1952, and recorded among said Land Records in Liber J.H.H. No. 666, folio 96; and,

5. From Edward Hastings and wife, dated July 8, 1952, and recorded among said Land Records in Liber J.H.H. No. 695, folio 198.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, ~~including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.~~

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

PROVIDED, that if the said Mortgagor, his, her or their heirs, personal representatives, successors and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

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

THIS mortgage shall also secure future advances so far as is legally permissible under the Laws of the State of Maryland at the date hereof, and so far as may be legally permissible by any amendments, supplements or additions to the present law permitting such future advances.

AND the said Mortgagor does further covenant and agree:

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

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

AND the said Mortgagor does further covenant and agree that if the premises hereby mortgaged, or any part thereof, shall be damaged by fire or other hazard against which insurance is held, as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

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

4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, private maintenance charges, and charges imposed by covenants, agreements and restrictions of record, for which the property hereby mortgaged may become liable when payable. The Mortgagee is hereby authorized to pay the same, and the amount so paid shall be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.

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

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

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

8. That the mortgage loan may be prepaid, in whole or in part, and when the amount prepaid in any one year equals or exceeds twenty per centum (20%) of the original principal amount of the loan, ninety (90) days' advance interest on the amount prepaid may be charged as a consideration for the acceptance of such prepayment.

9. To pay a "late charge" not to exceed four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

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

AND IT IS AGREED by the said Mortgagor that, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay to the said attorney, a fee of Seventy-five Dollars ($75.00) for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree of sale, or under the power of sale hereinafter authorized.

AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or John O. Dumler or Paul Beall, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars ($75.00) for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making such sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS:

Antoinette M. Franese

Antoinette M. Franese

Kermit Fawthrop (SEAL)
Kermit Fawthrop

Dorothy L. Fawthrop (SEAL)
Dorothy L. Fawthrop

(SEAL)

(SEAL)

4

5

STATE OF MARYLAND, BALTIMORE CITY , to wit:

I HEREBY CERTIFY, That on this 29th day of January , 1960 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Kermit Fawthrop and Dorothy L. Fawthrop, 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*

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

My commission expires May 1, 1961

Rec'd for record Feb. 3, 1960 at 10:41 A.M.
Mailed to Kohlerman & Dumler

ANNE ARUNDEL COUNTY

Mortgage

FROM

KERMIT FAWTHROP

AND WIFE

TO

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

KOHLERMAN AND DUMLER
Attorneys at Law
1406 Fidelity Building
Baltimore 1, Maryland

File No. 16090-T

Property:

.57 acre, Fawthrop Manor

Description approved

Execution approved

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

BOOK 156 PAGE 520

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

vs.

KERMIT FAWTHROP and DOROTHY L. FAWTHROP, his wife

IN THE

CIRCUIT COURT

FOR ~~CITY~~
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
(IN EQUITY)

Docket ..... **Folio** .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared 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 L. Loos, V. Pres.
Affiant.
Charles F. Loos, Vice-President

Subscribed and sworn to before me this 23rd day of January 19 64

Isabella Bowes
Notary Public

My commission expires May 3, 1965

1964 MAR 26 AM 9:33

6

STATEMENT OF MORTGAGE . AIM

BOOK 156 PAGE 521

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

vs.

KERMIT FAWTHROP and DOROTHY L. FAWTHROP, his wife

IN THE

CIRCUIT COURT

FOR
~~—OF—~~
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
(IN EQUITY)

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage dated January 29, 1960	$ 20,000.00
Less payments thereon	756.77
Balance as of March 31, 1964	19,243.23

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this twenty-fifth 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.

As witness my hand and Notarial Seal,

Helena Reymann
Notary Public.

My commission expires
May 3, 1965

DECREE FOR SALE OF MORTGAGE PREMISES

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

vs.

KERMIT FAWTHROP and DOROTHY L. FAWTHROP, his wife

IN THE

CIRCUIT COURT

FOR ~~XXXX~~ ANNE ARUNDEL COUNTY ~~BALTIMORE XXXXX~~

(IN EQUITY)

No. 16,234

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

BOOK 156 PAGE 522

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

It, is, Thereupon, This 26th day of March, in the year nineteen hundred and sixty-four, by the Circuit Court for Anne Arundel County in Equity ~~of Baltimore City~~, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Paul Beall and James H. Whitney be and they are hereby appointed **Trustees** to make said sale, and that the course and manner of their ~~x~~ 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 Twenty 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 ~~Baltimore City~~, as they shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of their proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Filed Mar 26 1964 3:27

8

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

BOOK 12 PAGE 404

BOOK 156 PAGE 523

BOND NO. 77 96 784

No. 16,234 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Paul Beall and James H. Whitney, 1406 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 Twenty Thousand and 00/100 ($20,000.00) ---------- 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 5th day of May 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:

Kermit Fawthrop and Dorothy L. Fawthrop, his wife

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:

Helena C. Reymann

Paul Beall (SEAL)
Paul Beall

James H. Whitney (SEAL)
James H. Whitney

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Hilda V. Hunter
Hilda V. Hunter *As to Surety*

By Karl L. Johnston
Karl L. Johnston, *Attorney-in-Fact*

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

FILED
1964 MAY -7 AM 9:44

Bond approved this 7 day of May, 1964

Louis N. Phipps, Clerk

9

KOHLERMAN AND DUMLI
Solicitors
1406 Fidelity Building
Baltimore, Maryland 21201

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

BRICK RANCH TYPE DWELLING WITH TWO-CAR GARAGE ON THE EAST SIDE OF GOVERNOR RITCHIE HIGHWAY, NEAR PASADENA ROAD

By virtue of a Decree of the Circuit Court for Anne Arundel County (in Equity), (No. 16,234), the undersigned Trustees will sell at public auction on the premises, on

MONDAY, MAY 11, 1964, AT 2 O'CLOCK P.M. E.D.S.T.

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

BEGINNING for the same at an iron pipe set on the east side of the Governor Ritchie Highway at the same beginning point in a deed from Edward Hastings and wife to Kermit Fawthrop and wife, dated February 3, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 510, folio 73; and running from said beginning point and with the east side of said Highway, as corrected for magnetic difference, North twenty-five degrees twelve minutes west sixty feet (N. 25 degrees 12' W. 60') to a pipe set on the south side of a thirty foot road leading through the property conveyed by Home Owners Loan Corporation to Edward Hastings and wife, by deed dated November 22, 1939, and recorded among the aforesaid Land Records in Liber J. H. H. 210, folio 141; thence with the south side of said road and with the north line of a recent conveyance from Hastings to Fawthrop, North seventy-three degrees twenty-eight east one hundred twelve feet (N 73 degrees 28' E 112') to a pipe and South seventy-seven degrees twenty-two minutes east seventy and fifty-one one-hundredths feet (S 77 degrees 22, E 70.51'); thence leaving the outlines of the last mentioned conveyance and crossing the same and the earlier conveyance from Hastings to Fawthrop,

No 9A

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 524

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 9, 1964

We hereby certify, that the annexed

Trustee's notice of Sale
Eq. 16,234
Gov. Ritchie Highway,
N/E Pasadena Road

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of May, 1964. The first insertion being made the 16th day of April, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

FILED
1964 MAY 11 PM 12 23

mentioned above, South no degrees thirty-eight minutes west one hundred twenty-two and twenty - three one-hundredths feet (S 00 degrees 38' W 122.23') to a point on the south line of the conveyance to Kermit Fawthrop and wife recorded among the aforesaid Land Records in Liber J.H.H. 510, folio 73; thence with the same North seventy-one degrees ten minutes west thirty and sixteen one-hundredths feet (N 71 degrees 10' W 30.16') to where the west side of Oak Avenue intersects said line, as shown on a Plat of Pasadena, recorded in Plat Cabinet No. 2, Rod B-4, folio 34; thence with the west side of said Avenue and running to include a fifteen one-hundredths (.15) acre tract conveyed by Pasadena Realty Company to Kermit Fawthrop and wife by deed dated September 14, 1951, and recorded among the aforesaid Land Records in Liber J.H.H. 648, folio 348, and a conveyance by deed dated January 9, 1952, and recorded among the aforesaid Land Records in Liber J.H.H. 666, folio 96, and a conveyance from said Realty Co. to Kermit Fawthrop and wife dated January 9, 1952, and recorded among the aforesaid Land Records in Liber J.H.H. 666, folio 94, and South seventeen degrees two minutes east sixty-five and eighty-seven one-hundredths feet (S 17 degrees 02' E 65.87') to a pipe, South seventy-two degrees fifty-eight minutes west eighty-three and forty-one one-hundredths feet (S 72 degrees 58' W. 83.41') to a pipe on the east side of the Governor Ritchie Highway thence with the same North twenty-five degrees twelve minutes west one hundred forty-two and forty-three one-hundredths feet (N 25 degrees 12' W 142.43') to the place of beginning. Containing fifty-seven one-hundredths (.57) acre, more or less, and improved by a modern brick ranch type dwelling with two car brick garage.

THE property will be sold subject to conditions, restrictions and agreements of record affecting same if any.

TERMS OF SALE: Cash. A deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County (in Equity), interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent, and all other public charges, including special paving taxes, if any, to be adjusted to date of sale.

PAUL BEALL
JAMES H. WHITNEY
Trustees

E. T. NEWELL & CO.
Auctioneers

M-7

REPORT OF SALE

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

vs.

KERMIT FAWTHROP and DOROTHY L. FAWTHROP, his wife

IN THE

CIRCUIT COURT

FOR
~~OR~~
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
(IN EQUITY)
Docket 21 - 430 Case No. 16,234

BOOK 156 PAGE 526

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

The Report of Sale of Paul Beall and James H. Whitney,

Trustees appointed by the decree in the above entitled cause, to make sale of fee simple property located on the east side of Ritchie Highway near Pasadena Road,

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

The MarylandGazette, a weekly

~~daily~~ newspaper published in Anne Arundel County, ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Monday the eleventh day of May, 1964, at two o'clock P. M. attend on the premises and then and there sold the said fee simple property described above to KERMIT FAWTHROP and MARY R.W. GREENE, as joint tenants, at and for the sum of Twenty-one Thousand and Twenty-five Dollars ($21,025.00), they having offered the highest price therefor.

Paul Beall
Paul Beall

James H. Whitney
James H. Whitney
Trustees

FILED
1964 MAY 14 AM 9:51

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this thirteenth 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 PAUL BEALL and JAMES H. WHITNEY,

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

As witness my hand and Notarial Seal,

Helena Reymann
My commission expires May 3, 1965 Helena Reymann *Notary Public.*

10

ORDER NISI

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

versus

KERMIT FAWTHROP and DOROTHY L. FAWTHROP, his wife

BOOK 156 PAGE 527

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,234 Equity

Ordered, this 14th day of May, 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 22nd 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 22nd day of June next.

The report states that the amount of sale was $21,025.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Paul Beall, Atty.
(Final Order)

For Maryland Gazette (May 21st Edition)

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

versus

KERMIT FAWTHROP and DOROTHY L. FAWTHROP, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th 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.

George Sachse
JUDGE.

FILED
1964 JUN 24 AM 10: 12

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 11th 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 Kermit Fauntleroy and Mary R. W. Greene, purchaser at the foreclosure sale in this cause, and made oath in due form of law (that he is the purchaser and purchased the same as principal and not as agent for anyone) ~~(that he is the agent for the purchaser,~~ _____,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Kermit Fauntleroy (SEAL)
Purchaser

Mary R. W. Greene

William M. Mute
Notary Public

FILED

1964 MAY 14 AM 9:51

BOOK 156 PAGE 529

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3 BOOK 12 PAGE 416

ADDITIONAL BOND NO. 77 96 784 Docket 21 fol 430

#16234 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Paul Beall and James H. Whitney, 1406 Fidelity Building, 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 One Thousand Twenty-five and 00/100 ($1,025.00) 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 20th day of May 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 Assoc., Inc.

vs:

Dorothy L. Fawthrop and Kermit Fawthrop

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:

Helena C. Reymann

Paul Beall (SEAL)

James H. Whitney (SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND:

By Hilda V. Hunter
Hilda V. Hunter *As to Surety*

By Karl L. Johnston
Karl L. Johnston, *Attorney-in-Fact*

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

FILED

1964 MAY 22 AM 9:25

Additional Bond received and filed this 22nd day of May, 1964

Dennis M. Phipps, Clerk

13

BOOK 156 PAGE 530

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,234 Equity
CAPITAL SAVINGS and LOAN ASSOCIATION, INC.
VERSUS
KERMIT FAWTHROP and DOROTHY L. FAWTHROP, his wife

Ordered, this 14th day of May, 1964, That the sale of the property in these proceedings mentioned made and reported by Paul Beall and James H. Whitney, Trustees BE RATIFIED AN D CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd 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 22nd day of June next.

The report states that the amount of sale was $21,02[illegible].00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
Ju-11

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 13, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,234
Kermit Fawthrop.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of June, 1964. The first insertion being made the 21st day of May, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1964 JUN 15 PM 2:15

No. M. G. 6649

14

In the Case of

CAPITAL SAVINGS & LOAN ASSOCIATION, INC.

VS.

KERMIT FAWTHROP AND
DOROTHY L. FAWTHROP, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,234 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 OCT 21 AM 9:53

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 6th day of November, 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 NOV -6 PM 3:12

15

Dr. Mortgaged Real Estate of Kermit Fawthrop and Dorothy L. Fawthorp, his wife

In Acct. with Paul Beall & James H. Whitney, Trustees

				Cr.
By	Amount of Sale, as per Trustees Report of Sale filed		21,025 00	
By	Interest 6% on deferred payment $20,525.00 from 5/11/64 to 10/5/64		492 60	
				21,517 60
To	Trustees for fee, viz	75 00		
To	Trustees for commission, viz	660 75		
			735 75	
To	Trustees for court costs, viz			
	Plaintiff's Solicitor appearance fee	10 00		
	Clerk, court costs	28 00		
	Auditor, this account	30 00		
			68 00	
To	Trustees, for expenses, viz			
	Capital-Gazette Press Inc. Advertising & Nisi - Sale	163 76		
	Sunpapers Advertising - Sale	32 50		
	Fidelity & Deposit Co. of Maryland - bond	84 10		
	E. T. Newell & Co. Inc.- auctioneers fee	585 63		
	Adjustment, taxes from 1/164 to 5/11/64	137 63		
	½ Federal and State Revenue stamps	35 47		
			1,039 09	
To	Capital Savings & Loan Association Inc., Mortgagee, in full for Mortgage claim filed	19,243 23		
	Capital Savings & Loan Association Inc. on account of interest 6% from 4/1/64 to 11/6/64	431 53		
			19,674 76	
				21,517 60
	Balance due on Mortgage, as per claim filed	19,243 23		
	Interest 6% thereon from 4/1/64 to 11/6/64	708 89		
		19,952 12		
	Credit amount allowed above	19,674 76		
	This amount subject to decree in personam	277 36		

BOOK 156 PAGE 533

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
SALE OF	*	FOR
MORTGAGED REAL ESTATE	*	ANNE ARUNDEL COUNTY
OF	*	
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	NO. 15,525 EQUITY

* * * * * * * * *

ORDER TO DOCKET FORECLOSURE

Mr. Clerk:

Please docket this action to foreclosure the attached mortgage, marked "Exhibit A", file Statement of Mortgage claim and Bond.

Julian B. Stevens, Jr.,
140 South Street
Annapolis, Maryland
CO. 8-1852
Attorney named in Mortgage

FILED

1963 APR -3 PM 2:49

MORTGAGE FEE—CITY OR COUNTY—Form

BOOK 156 PAGE 534

No. 15,525 Equity

BOOK 1489 PAGE 206

PURCHASE MONEY
THIS MORTGAGE, Made this 30th day of June

in the year nineteen hundred and sixty-one by and between

THE GREY DAWN DEVELOPMENT COMPANY, INC., a body corporate of the State of Maryland, party of the first part, MORTGAGOR, and CATRINA BEALE BOWIE, Mortgagee, of Anne Arundel County, ~~Mortgagor of the~~ in the State of Maryland, ~~of the first part, and~~ in the State of Maryland, of the second part.

~~, Mortgagee of the second part:~~

$740.81

Whereas, the said party of the first part, The Grey Dawn Development Company, Inc., a body corporate, is justly and bona fide indebted unto the said party of the second part, Catrina Beale Bowie, in the full and just sum of FIFTY-NINE THOUSAND ONE HUNDRED DOLLARS ($59,100.00).

which the said party of the first part hereby promises to repay, and for the payment whereof, the said party of the first part has passed to the party of the second part, its promissory note of even date herewith in the amount of FIFTY-NINE THOUSAND ONE HUNDRED DOLLARS ($59,100.00).
payable at Annapolis, Maryland, in the following manner: Fifty-Nine Thousand One Hundred ($59,100.00) Dollars on the first day of July in the year nineteen hundred sixty-four, with interest at the rate of (6%) six percent per annum payable semi-annually.

IT IS AGREED AND UNDERSTOOD by and between the parties hereto that the party of the first part shall have the right and privilege, after January 1st, 1962, of making larger payments on the account of the principal sum at any time, PROVIDED HOWEVER, that additional principal payments shall not exceed one-half of the principal balance due at the time of the execution of this mortgage in any one calendar year.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagor, The Grey Dawn Development Company, Inc., ~~and~~

does **grant and convey** unto Catrina Beale Bowie, her heirs and assigns,

in fee simple, all those lots or parcel of ground situate and lying in the Third Election District of Anne Arundel County ~~aforesaid~~, and described as follows, to wit: ~~Beginning for~~ being Lots 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 121, 122, 123, 124, 125, 126, 127, 128, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156 & 157, as shown on a Plat entitled "Plat 2, Addition to Beechwood on the Burley" which plat is recorded among the plat records of Anne Arundel County in Plat Book no. 25, folio 45, and also that piece or parcel

Being known and designated as lot D Containing 0.67 acres more or less on a plat entitled "Revised Plat Part of Beechwood on the Burley", which Plat is filed among the plat records of Anne Arundel County in a plat book 30, folio 98, and also that piece or parcel

Being known and designated as lot E containing 0.61 acres more or less on a plat entitled "Revised Plat Part of Beechwood on the Burley", which plat is filed among the plat records of Anne Arundel County in a plat book 30, folio 98.

Being part of the property conveyed to the Grey Dawn Development Company, Inc., by Catrina Beale Bowie and J. Page Bowie, Her Husband, by deed of even date herewith and intended to be recorded among the LAND RECORDS of Anne Arundel County immediately prior hereto.

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1963 APR -3 PM 2:50

"Exh. 6-A"

AND, the said mortgagee, Catrina Beale Bowie, her heirs and assigns hereby covenant and agree that upon payment of one-half of the principal balance and interest as provided for herein to release unto the said mortgagor The Grey Dawn Development Company, Inc., its successors and assigns all those pieces or parcels of property described as follows:

Being lots 47 to 69 inclusive, 89 to 94 inclusive, and lots 121 to 126 inclusive as shown on a Plat entitled "Plat 2, addition to Beechwood on the Burley" which plat is recorded as aforesaid, and

Being lot D containing 0.67 acres more or less on a plat entitled "Revised Plat part of Beechwood on the Burley" which plat is recorded as aforesaid.

Together with the building and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantaged thereto belonging or in anywise appertaining, and expecially all right, title, interest, and estate of the mortgagor herein to the roads, streets, and avenues as shown on the aforementioned Plat 2 Addition to Beechwood on the Burley.

~~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 parcels of ground and premises unto and to the proper use and benefit of Catrina Beale Bowie, her heirs and assigns, forever.

Provided, that if the said mortgagor aforesaid its successors

~~executors, administrators~~ or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Fifty-Nine Thousand One Hundred ---------- dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on its part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assent s 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 the said Mortgagee , her heirs, personal representatives, or assig or Julian B. Stevens, Jr., her ly authorized Attorney or Agent

of the said Mortgagee , her 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 Three Hundred Fifty------- Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee its executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor, its / successors ~~heirs, personal representatives~~ or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for its successors ~~heirs, personal representatives~~ and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagor for its successors ~~heirs, personal representatives~~ and assigns, does hereby covenant to pay, and the said Mortgagee, her heirs personal representatives or assigns, or Julian B. Stevens, Jr. her ~~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 party of the first part, its successors ~~executors, administrators~~ or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said party of the first part covenants to pay when legally payable.

~~And the said part of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured the improvements on the hereby mortgaged property to the amount of at least dollars, and to cause the policy to be effected thereon to be so framed or endorsed as to inure to the benefit of the said Mortgagee , executors, administrators or assigns, to the extent of lien or claim hereunder.~~

Witness the corporate ~~hand and~~ seal of the within Mortgagor, and the signature of its duly authorized official.

TEST:

Nicholas A. Grande
NICHOLAS A. GRANDE

THE GREY DAWN DEVELOPMENT COMPANY, INC.

_____ [SEAL]

by Albert H. Smith [SEAL]
ALBERT H. SMITH, Vice President

_____ [SEAL]

THE GREY DAWN DEVELOPMENT COMPANY, INC. BALTIMORE, MD. JUN 30 1961

State of Maryland, Baltimore County , ss:

I Hereby Certify, that on this 30th day of June in the year one thousand nine hundred and sixty-one before me, a notary public of the State of Maryland, in and for the Baltimore aforesaid, personally appeared Albert H. Smith, Vice President of The Grey Dawn Development Company, Inc. the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be its corporate act. At the same time also appeared Catrina Beale Bowie 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.

Nicholas A. Grande
Nicholas A. Grande, Notary Public

NOTARY PUBLIC STATE OF MARYLAND NICHOLAS A. GRANDE BALTIMORE CITY

Rec'd for record July 7 1961 at 4:30 P.M.
Mailed to J. B. Stevens, Jr.

4

7.00

BOOK 156 PAGE 537

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
SALE OF	*	FOR
MORTGAGED REAL ESTATE	*	ANNE ARUNDEL COUNTY
OF	*	
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	NO. 15,525 EQUITY

* * * * * * * * * * *

STATEMENT OF CLAIM OF CATRINA BEALE BOWIE

Principal amount due on mortgage from The Grey Dawn Development Company, Inc. to Catrina Beale Bowie, dated the 30th day of June, 1961 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1489, folio 206 , as of 1/1/63 . . . . . $59,100.00

Interest from 1/1/62 to 1/1/63 . . . . . 3,546.00

$62,646.00

STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on this 3rd day of April, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JULIAN B. STEVENS, JR., Attorney for Catrina Beale Bowie, and made oath in due form of law that there is due and owing the said Catrina Beale Bowie, the sum of $62,646.00 on the above entitled mortgage.

AS WITNESS my hand and Notarial Seal.

Maria B. Stockett
Notary Public

FILED

1963 APR -3 PM 2:49

5

Mortgage Sale

Of Valuable Development Property

Located in the Third Election District of Anne Arundel County, Md.

By virtue of the power of sale contained in a Mortgage from The Grey Dawn Development Company, Inc. dated the 30th day of June, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1489, folio 206, said mortgage being in default, I will offer at public sale at the Court House door in the City of Annapolis, on

Friday, April 26, 1963 at 11:00 o'clock A.M.

the following property:

ALL those lots or parcels of ground situate and lying in the Third Election District of Anne Arundel County and described as follows:

BEING Lots 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66 67 68 69 89, 90, 91, 92, 93, 94, 95 96 97 98, 99, 100, 101 102, 103, 104, 105, 121, 123, 124, 125, 126, 127, 128, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156 & 157 as shown on a Plat entitled "Plat 2, Addition to Becchwood on the Burley" which plat is recorded among the plat records of Anne Arundel County in Plat Book No. 25, folio 45, and also that piece or parcel.

BEING known and designated as Lot D Containing 0.67 acres more or less on a plat entitled "Revised Plat Part of Beechwood on the Burley," which Plat is filed among the plat records of Anne Arundel County in Plat Book 30, folio 98, and also that, piece or parcel

BEING known and designated as Lot E, Containing 0.6 acres more or less on a Plat entitled "Revised Plat Part of Beechwood on the Burley", which plat is filed among the plat records of Anne Arundel County in Plat Book 30, folio 98.

No. 6

TOGETHER with the building and improvement thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining, and especially all right, title, interest and estate of the mortgagor herein to the roads, streets, and avenues as shown on the aforementioned Plat 2 Addition to Beechwood on the Burley.

BEING part of the property conveyed to the Grey Dawn Development Company, Inc., by Catrina Beale Bowie and J. Page Bowie, her husband, by Deed dated the 30th day of June, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1489, folio 204.

TERMS OF SALE: A deposit of 10 per cent of the purchase price will be required of the purchaser on the day of sale. Balance of Purchase Money, including interest at the rate of 6 per cent per annum to be paid in cash on ratification of sale.

Taxes and all other assessments to be adjusted to day of sale.

For further particulars inquire of the undersigned or Robert H. Campbell, Auctioneer.

JULIAN B. STEVENS, JR.
Attorney named in Mortgage
140 South Street, Annapolis, Md.
ROBERT H. CAMPBELL,
Auctioneer

A-24

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 538

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 25, 1963

We hereby certify, that the annexed

Mortgage Sale

of the Grey Dawn Development Company, Inc.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of April, 1963. The first insertion being made the 3rd day of April, 1963.

FILED
1963
APR 26 AM 10:20

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilgisman

ROBERT H. CAMPBELL - - - - Auctioneer

MORTGAGEE'S SALE

OF VALUABLE

Development Property

LOCATED IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MD.

By virtue of the power of sale contained in a Mortgage from The Grey Dawn Development Company, Inc. dated the 30th day of June, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1489, folio 206, said mortgage being in default, I will offer at public sale at the Court House door in the City of Annapolis, on

FRIDAY, APRIL 26th, 1963

AT 11:00 O'CLOCK, A.M.

the following property:

ALL those lots or parcels of ground situate and lying in the Third Election District of Anne Arundel County and described as follows:

BEING Lots 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 121, 122, 123, 124, 125, 126, 127, 128, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156 & 157 as shown on a Plat entitled "Plat 2 ,Addition to Beechwood on the Burley" which plat is recorded among the plat records of Anne Arundel County in Plat Book No. 25, folio 45, and also that piece or parcel

BEING known and designated as Lot D Containing 0.67 acres more or less on a plat entitled "Revised Plat Part of Beechwood on the Burley," which plat is filed among the plat records of Anne Arundel County in Plat Book 30, folio 98, and also that piece or parcel

BEING known and designated as Lot E, Containing 0.61 acres more or less on a Plat entitled "Revised Plat Part of Beechwood on the Burley", which plat is filed among the plat records of Anne Arundel County in Plat Book 30, folio 98.

TOGETHER with the building and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining, and especially all right, title, interest and estate of the mortgagor herein to the roads, streets, and avenues as shown on the aforementioned Plat 2 Addition to Beechwood on the Burley.

BEING part of the property conveyed to the Grey Dawn Development Company, Inc., by Catrina Beale Bowie and J. Page Bowie, her husband, by Deed dated the 30th day of June, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1489, folio 204.

TERMS OF SALE: A deposit of 10% of the purchase price will be required of the purchaser on the day of sale. Balance of Purchase Money, including interest at the rate of 6% per annum to be paid in cash on ratification of sale.

Taxes and all other assessments to be adjusted to day of sale.

For further particulars inquire of the undersigned or Robert H. Campbell, Auctioneer.

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1963 - MAY 2, AM 11:47

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JULIAN B. STEVENS, JR.
Attorney named in Mortgage
140 South Street, Annapolis, Md.

AUCTIONEER'S CERTIFICATE

I hereby certify that on this 26th day of April, 1963, I have sold the property described on the reverse side of this Handbill at the Court House door in the City of Annapolis, on this Friday at 11:00 o'clock, A. M., to J. Page Bowie, Agent for Catrina Beale Bowie, at and for the sum of TWENTY THOUSAND ($20,000.00) DOLLARS, the said purchaser being then and there the highest bidder for said property.

Robert H. Campbell, Auctioneer

PURCHASER'S CERTIFICATE

I/We hereby cerfify this 26th day of April, 1963, that I/we have purchased the property described on the reverse side of this Handbill from Julian B. Stevens, Jr., Attorney named in Mortgage, for the sum of TWENTY THOUSAND ($20,000.00) DOLLARS and do hereby agree to comply with the terms of sale, and that I, J. Page Bowie, was acting as Agent for Catrina Beale Bowie, Principal, that there are no other principals and that I did not directly or indirectly discourage anyone from bidding on said property.

J. Page Bowie, Agent for Catrina Beale Bowie

Catrina Beale Bowie

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1963 MAY -2 AM 11:47

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
SALE OF	:	FOR
MORTGAGED REAL ESTATE	:	ANNE ARUNDEL COUNTY
OF	:	
THE GREY DAWN DEVELOPMENT COMPANY, INC.	:	No. 15,525 EQUITY

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

REPORT OF ATTORNEY NAMED IN MORTGAGE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Julian B. Stevens, Jr., Attorney named in the mortgage filed in these proceedings, respectfully shows:

That the said mortgage being overdue and in default, he did, after having given Bond with surety duly approved by the Clerk of the Court, advertise the said property for sale on Friday, April 26, 1963, at 11:00 O'clock, A. M., by advertisement in the Evening Capital, a newspaper printed daily at Annapolis, Maryland, for more than three successive weeks, before the day of sale, and also by handbills which he caused to be posted at the Court House door, in the City of Annapolis, Maryland, and in pursuance of said notice, he did attend, in person, at the Court House door in the City of Annapolis, Maryland, on Friday, April 26, 1963, at 11:00 O'clock, A. M., that being the time and place advertised for said sale, and did then and there offer said property mentioned in said mortgage filed in this case, which said mortgage is dated the 30th day of June, 1961, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No.1489, folio 206 and described as follows:

ALL those lots or parcels of ground situate and lying in the Third Election District of Anne Arundel County and described as follows:

BEING lots 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 121, 122, 123, 124, 125, 126, 127, 128, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156 & 157 as shown on a Plat entitled "Plat 2 Addition to Beechwood on the Burley" which plat is recorded among the plat records of Anne Arundel County in Plat Book No. 25, folio 45, and also that piece or parcel

FILED

1963 MAY -2 AM 11:47

9

BEING known and designated as Lot D, Containing 0.67 acres more or less on a plat entitled "Revised Plat Part of Beechwood on the Burley", which plat is filed among the plat records of Anne Arundel County in Plat Book 30, folio 98, and also that piece or parcel

BEING known and designated as Lot E, Containing 0.61 acres, more or less on a plat entitled "Revised Plat Part of Beechwood on the Burley", which plat is filed among the Plat records of Anne Arundel County in Plat Book 30, folio 98.

TOGETHER WITH THE BUILDING and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining, and especially all right, title interest and estate of the mortgagor herein to the roads, streets, and avenues as shown on the aforementioned Plat 2 Addition to Beechwood on the Burley.

BEING part of the property conveyed to the Grey Dawn Development Company, Inc., by Catrina Beale Bowie and J. Page Bowie, her husband, by Deed dated the 30th day of June, 1961 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1489, folio 204.

TOGETHER with all improvements thereon and did sell the property hereinabove described unto J. Page Bowie, Agent for Catrina Beale Bowie, at and for the sum of TWENTY THOUSAND ($20,000.00)DOLLARS, he being then and there the highest bidder therefor, and he files herewith one of the handbills of said sale upon which is endorsed a Certificate of the Auctioneer and a Certificate made by the Agent of the Purchaser and the Purchaser.

ALL of which is respectfully submitted.

Julian B. Stevens, Jr., Attorney named in mortgage

10

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

I HEREBY CERTIFY, That on this 2nd day of May, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Julian B. Stevens, Jr., Attorney named in the mortgage mentioned in these proceedings, and made oath in due form of law that the matters and things set out in the foregoing Report of Sale are true as therein stated, and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Dorothy W. Biggs

Dorothy W. Biggs, Notary Public

11

ORDER NISI

IN THE MATTER OF THE SALE OF

MORTGAGED REAL ESTATE OF THE GREY DAWN DEVELOPMENT COMPANY, INC.

XXXXXX

BOOK 156 PAGE 544

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,525 Equity

Ordered, this 2nd day of May, 19 63, That the sale of the property in these proceedings mentioned made and reported by Julian B. Stevens, Jr., Attorney named in Mortgage

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 $ 20,000.00

Lewis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Julian B. Stevens, Jr., Atty. FOR: Evening Capital May 4th Edition

(Final Order)

IN THE MATTER OF THE SALE OF

MORTGAGED REAL ESTATE OF THE GREY DAWN DEVELOPMENT COMPANY, INC.

XXXXXX

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of June, 19 63 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett

JUDGE.

FILED

1963 JUN -7 PM 2:36

12

IN THE MATTER OF THE	BOOK 156 PAGE 545	IN THE CIRCUIT COURT
SALE OF	:	FOR
MORTGAGED REAL ESTATE	:	ANNE ARUNDEL COUNTY
OF	:	
THE GREY DAWN DEVELOPMENT COMPANY, INC.:		No. 15,525 EQUITY

* * * * * * * * * *

PETITION TO REDUCE BOND

Now comes, Julian B. Stevens, Jr., Attorney named in the mortgage filed in these proceedings, and Petitions this Honorable Court to authorize the reduction of the Bond filed in these proceedings and for reasons therefore says:

1- That on the 3rd day of April, 1963, your Petitioner filed in the above entitled proceedings a Bond in the amount of $63,000.00, which amount was the approximate amount of the mortgage debt, and which Bond was duly approved by the Clerk of the Court.

2- That on Friday, April 26, 1963, at 11:00 o'clock A.M., your Petitioner sold the property mentioned in these proceedings at and for the amount of $20,000.00, to J. Page Bowie, Agent for Catrina Beale Bowie.

3- That as the property sold for less than one-third of the amount of the mortgage debt, it is very desirable to keep the costs of these proceedings as low as possible.

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order authorizing your Petitioner to file a new Bond in the amount of $20,000.00 and further authorizing the Clerk to return to your Petitioner the original Bond in the amount of $63,000.00 filed in these proceedings.

Julian B. Stevens, Jr., Petitioner

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1963 MAY -2 AM 11:47

3

Upon consideration of the aforegoing Petition, it is this 3rd day of May, 1963, by the Circuit Court for Anne Arundel County, ORDERED that Julian B. STevens, Jr., Attorney named in the mortgage filed in these proceedings, be and he is hereby authorized to file in these proceedings, a new Bond in the amount of $20,000.00, and further, that the Clerk of this Court, be and he is hereby authorized to withdraw and return to the Petitioner the Bond for $63,000.00 previously filed in these proceedings on April 3, 1963.

JUDGE

Copy of Bond (illegible)
7 day of May
Pursuant to Order of Court
PER

FILED

1963 MAY -6 AM 9:35

14

STANDARD ACCIDENT INSURANCE COMPANY
DETROIT

BOOK 156 PAGE 547

BOOK 12 PAGE 41

No. 15,525 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Julian B. Stevens, Jr., of Annapolis, Maryland

as Principal,

and the STANDARD ACCIDENT INSURANCE COMPANY, a body corporate, duly incorporated under the laws of the State of Michigan, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty Thousand Dollars ($20,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this seventh day of May in the year of our Lord Sixty-Three

Whereas, the above bounden Julien B. Stevens, Jr.,

by virtue of the power contained in a mortgage from The Grey Dawn Realty Company, Inc/

to Catrina Beale Bowie

bearing date the 30th day of June 1961 and recorded among the mortgage records of Anne Arundel County in Liber G.T.C. No. 1489 Folio 206 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Julien B. Stevens, 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 Julien B. Stevens, 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:

Mary M. Munroe

Julian B. Stevens Jr. (SEAL)

(SEAL)

Witness:

Mary M. Munroe

STANDARD ACCIDENT INSURANCE COMPANY

By Chas. Y. Kipp

As to Surety *Attorney-in-Fact*

FILED
1963 MAY 7 PM 3:17

Bond approved this 7th day of May, 1963
Clerk

B-916-Ed 6-1955

5

BOOK 156 PAGE 548

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

No. 15,525 Equity

In the Matter of the Sale of Mortgaged Real Estate of the GREY DAWN DEVELOPMENT COMPANY, INC.

Ordered, this 2nd day of May, 1963, That the sale of the property in these proceedings mentioned, made and reported by Julian B. Stevens, Jr., Attorney named in Mortgage 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 ext.

The report states that the mount of sale was $20,000.00

LOUIS N. PHIPPS, Clerk
'rue 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 27, 1963

We hereby certify, that the annexed Order Nisi Sale Eq 15525 Grey Dawn Development, Inc

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, 1963. The first insertion being made the 4th day of May, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1963 MAY 27 PM 3:38

No. E. C. 29734

16

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
THE GREY DAWN DEVELOPMENT COMPANY, INC.

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,525 Equity

To the Honorable, the Judges of said Court:

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

FILED
1963 Aug 26 PM 4.19

All of which is respectfully submitted.

August 26, 1963

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 11th day of September, 1963, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clerk
Per: , deputy

FILED
1963 SEP 11 AM 9:48

17

Dr. Mortgaged Real Estate of The Grey Dawn Development Company, Inc.

In Acct. with Julian B. Stevens, Jr., Attorney Named in Mortgage

			Cr.
By	Amount of Sale, as per Attorney's Report of Sale filed	20,000 00	
By	Interest, 6%, on deferred payment $18,000.00 from 4/26/63 to 7/1/63	192 00	
			20,192 00
To	Attorney, for fee, viz:	350 00	
To	Attorney, for Commission, viz:	630 00	
		980 00	
To	Attorney, for Court Costs, viz:		
	Plaintiff's Solicitor appearance fee	10 00	
	Clerk, Court costs	34 75	
	Auditor, this account	22 50	
		67 25	
To	Attorney, for expenses, viz:		
	Capital-Gazette Press, Inc., Adv. - & Nisi - Sale	106 00	
	Speer Publications - hand bills	18 03	
	Standard Accident Insurance Co. - Bond	80 00	
	Robert H. Campbell, Auctioneer's fee	150 00	
	Adjustment, 1963 taxes	337 96	
	½ Federal & State Revenue Stamps	33 00	
		724 99	
To	Catrina Beale Bowie, Mortgagee, on account of Mortgage claim	18,419 76	
		18,419 76	
			20,192 00
	Balance due on Mortgage, as per claim filed	62,646 00	
	Interest, 6%, on principal balance, $59,100.00 from 1/1/63 to 9/1/63	2,505 84	
		65,151 84	
	Credit amount allowed above	18,419 76	
	This amount subject to decree in personam	46,732 08	

BOOK 156 PAGE 551

JOHN H. HEROLD
Assignee

vs.

JAMES R. BARRETT
EVELYN M. BARRETT, his wife

: : : : : : : : : : :

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 16,404 Equity

Mr. Clerk:

Please docket the above entitled case and file Petitioner's Exhibit No. 1 and 2

Cyril R. Murphy, Jr.
Frank, Bernstein, Gutberlet & Conaway
1508 First National Bank Building
Baltimore, Maryland 21202
PLaza 2-3985

Attorney

FILED
1964 JUN 12 AM 9:20

BOOK 1598 PAGE 148

MORTGAGE
UDC Form
MARYLAND 15-262

THIS MORTGAGE,

Made this 18th day of September, 19 62

by and between JAMES R. BARRETT and EVELYN M. BARRETT, his wife

hereinafter called "Mortgagors" and RITCHIE SWIFT HOMES, INC. hereinafter called "Mortgagee."

BOOK 156 PAGE 552

WHEREAS the Mortgagors now stand justly and bona fide indebted unto the Mortgagee, as evidenced by their promissory note of even date herewith, in the full and just sum of

Nineteen Thousand nine hundred fifty-four and 80/100 ($ 19,954.80)

Dollars, evidencing Mortgagor's indebtedness under a contract dated August 27, 19 62,

and for a term of 180 months, payable in 180 successive monthly

installments of $ 110.86 each, commencing January 1, 19 63, and continuing on the same day of each and every month until the full amount thereof is paid in the manner aforesaid, together with a late charge of 5¢ for each dollar of each such installment, payment of which is delayed for 5 days or more, or $5.00, whichever is greater, plus actual direct collection expenses, all pursuant to the terms of said Note. In case of default in the payment of any installment in whole or in part at the time limited and mentioned for the payment of the same as aforesaid or default in any covenant or condition of this Mortgage, then the whole Mortgage debt hereby intended to be secured shall be deemed due and payable without notice or demand to the Mortgagors.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagee, said Mortgagee's successor or assigns, in fee simple, all of

that lot of parcel of ground, situate or lying in Fourth Election District of Anne Arundel County, Maryland, bounded and described as follows, to-wit:

Being known and designated as Lot No. 50 as shown on a certain plat entitled "SEVERN LEA" fourth election district of Anne Arundel County, Maryland, for Foxwell and Foxwell, Inc., dated July 1951 and made by J.R.McCrone, Jr., Annapolis, Maryland, which said plat is duly recorded among the Land Records of Anne Arundel County in Plat Book 22, page 39, formerly Plat Cabinet No. 4, Rod G-1, Plat No. 10.

Being all that parcel of land conveyed to James R. Barret and Evelyn M. Barrett, his wife, by Foxwell and Foxwell, Inc., a Body Corporate, by deed dated September 20, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1154, folio 147.

47.90

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in any wise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel or parcels of ground and premises unto and to the proper use and benefit of the said Mortgagee, said Mortgagee's successor or assigns forever.

PROVIDED that if the said Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the current outstanding balance owing on the aforesaid sum of money when and as the same may be due and payable, or before such time as such may be due and payable if so elected by the Mortgagors, and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest the said Mortgagors for themselves, their heirs, personal representatives and assigns do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or in any monthly installment thereof, at the time limited for payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable.

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this Mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagee or assigns of said Mortgagee, or

C. Oliver Goldsmith, duly authorized Attorney or Agent of said Mortgagee, said Mortgagee's successor or assigns, after any default in the covenants or conditions of this Mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy and pay said debt including earned interest contained therein, and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs and assigns. 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 which sale shall be made in the manner following, viz.: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, said Mortgagee's successor or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of $100.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, said Mortgagee's successor or assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

FILED
1964 JUN 12 AM 9:20

PETITIONERS EXHIBIT No. 1

AND the said Mortgagors for 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 ineident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness including principal and earned interest contained therein, equal to one-half the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagors for themselves, their heirs, personal representatives and assigns do hereby covenant to pay; and the said Mortgagee, said Mortgagee's successor or assigns, or C. Oliver Goldsmith their said Attorney shall not be required to receive the prineipal, earned interest and insurance charges only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, cost and eommission, but the said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, including earned interest, insurance charges, costs, expenses and commission.

BOOK 1598 PAGE 149

Mortgagors hereby agree to pay all property taxes, special assessments, sewer charges, and like charges which may cause subject property to be liened as the result of non-payment, and Mortgagors also agree to provide at their own cost and expense fire and extended coverage insurance on the structure erected or to be erected on the premises herein deseribed, in an amount not less than 150% of the original unpaid eash balanee of the obligation hereby seeured, naming the holder of the within lien, its successors or assigns as loss payee, under a union or standard mortgagee indorsement, for the term during which the obligation seeured by this lien shall be unpaid, failing which or failing to pay the aforementioned property taxes and/or like charges, the holder of this lien, its successors or assigns, may, without any obligation, however, to do so, purchase sueh insurance and/or pay sueh taxes and/or like eharges, and shall be reimbursed by the Mortgagors for the amount so advanced with interest thereon at the prevailing legal rate, and this lien shall also be security for reimbursement of such advancement, if any, with intcrest. Mortgagors further agree to furnish tax receipts annually to the holder of the within lien, its successors or assigns.

As additional security available to the Mortgagee for the performance of the obligation hereby ereated, the Mortgagee shall be entitled in the ease of default or foreclosure to have a receiver appointed by the Court, which said receiver shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the Court may direct. The right to the appointment of a receiver at the instanee of the Mortgagee shall be without notice to the obligor and without regard to the adequacy of the security of the debt.

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

TEST:

James T McKelvey
JAMES T. McKELVEY

James T. McKelvey
JAMES T. McKELVEY

James R. Barrett (SEAL)
JAMES R. BARRETT

Evelyn M. Barrett (SEAL)
EVELYN M. BARRETT

(SEAL)

(SEAL)

STATE OF MARYLAND, City of Baltimore COUNTY, to-wit:

I HEREBY CERTIFY, that on this 24th day of September in the year nineteen hundred and sixty-two before me, the subscribed, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared James R. Barrett and Evelyn M. Barrett, his wife

the Mortgagor S named in the aforegoing mortgage and they aeknowledged the aforegoing mortgage to be their act. At the same time also appeared personally Eula R. Sandsbury Treasurer (title), of Ritchie Swift Homes, Inc. (dealer), who made oath in due form of law that she is the Treasurer (title), of Ritchie Swift Homes, Inc. (dealer), and that she is the duly authorized agent for the said Ritchie Swift Homes, Inc. (dealer) and is duly authorized to make this affidavit, 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.

WITNESS my hand and notarial seal the day and year last above written.

James T McKelvey
JAMES T. McKELVEY Notary Public

My commission expires:
May 6, 1963

Rec'd for record Sept. 26 1962 at 9:02 A.M.
Mailed to Ritchie Swift Homes, Inc.

FOR VALUE RECEIVED, United Dealers Corporation, a body corporate, does hereby assign the within mortgage and mortgage debt secured thereby unto John H. Herold.

WITNESS the signature of HENRY W. BROOG VICE, President of United Dealers Corporation and its corporate seal affixed hereto this 3rd day of June, 1964.

ATTEST: 162062

UNITED DEALERS CORPORATION

Joyce L. Borton

By Henry W. Broog
Vice President

Fee $1.10 Hold

SHORT ASSIGNMENT OF MORTGAGE

FROM United Dealers Corporation

TO John H. Herold

Received for Record ____ of ____ me

Recorded in Liber ____ No. ____ ned

Folio ____ etc., one of the ____ rk.

Records of ~~Baltimore~~ RECORDED IN LAND RECORDS OF ANNE ARUNDEL COUNTY

Per 1964 JUN 12 AM 9:37

& RECORDED IN LIBER ____ CLERK

NO. 1572 FOLIO 442

LOUIS N. PHIPPS, CLERK

BOOK 156 PAGE 554 BOOK 1598 PAGE 150 Maryland Dlr.-U.D.

No. 16,404 Equity

ASSIGNMENT

This deed made this 18th day of September, 1962, by Ritchie Swift Homes, Inc.

witnesseth that, for a valuable consideration Ritchie Swift Homes, Inc. does hereby grant and assign unto United Dealers Corporation of Pittsburgh, Allegheny County, Pennsylvania, all right, title, and interest in a certain mortgage made by James R. Barrett and Evelyn M. Barrett, his wife

to the undersigned dated the 18th day of September, in the year 1962, and recorded among the land records of Anne Arundel County, Maryland, in liber LNP 1598 page 148.

WITNESS our hand and seal the day and year first above written.

RITCHIE SWIFT HOMES, INC.

By EULA R. SANDSBURY Eula R. Sandsbury

Title: TREASURER

State of Maryland, _____, to wit:

I hereby certify that on this ____ day of _____, 1962, before the subscriber, a Notary Public, personally appeared Eula R. Sandsbury, who signed the foregoing instrument as ~~President~~ Treasurer of Ritchie Swift Homes, Inc., and by virtue and in pursuance of the authority therein conferred upon ~~him~~ her, acknowledged the aforegoing deed to be the act of the said Ritchie Swift Homes, Inc.

Melitta Sullivan

Notary Public MELITTA SULLIVAN

My commission expires:
May 6, 1963

Rec'd for record Sept. 26, 1962 at 9:02 A.M.
Mailed to Ritchie Swift Homes, Inc.

300

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed of Assignment is truly taken and copied from Liber L.N.P., No. 1598, folio 150, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 9th day of June A. D., 196 4

FILED
1964 JUN 12 AM 9:20

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

PETITIONERS EXHIBIT NO. 2

BOOK 156 PAGE 555

No. 13 404 Equity

Statement of Mortgage Debt
Remaining Due and Payable

Principal Amount of Mortgage		$19,954.80
Less: Amounts paid on principal	$1,219.46	
Refund of finance charges	8,221.32	9,440.78
Principal Balance Due		$10,514.02
Interest on above principal balance from April 8, 1964 to June 8, 1964 @ 1.73 per day		105.53
TOTAL DUE		$10,619.55

UNITED DEALERS CORPORATION

By Henry W. Broido
VICE PRESIDENT

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF ALLEGHENY, TO WIT:

I HEREBY CERTIFY that on this 3rd day of June, 1964, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County aforesaid, personally appeared HENRY W. BROIDO, VICE President of United Dealers Corporation, mortgagee; and made oath in due form of law that the above statement of mortgage claim is true to the best of his knowledge and belief and further that he is authorized to make the Affidavit on behalf of the corporation.

Joyce S. Barton
Notary Public

JOYCE S. BARTON, NOTARY PUBLIC
PITT[illegible] ALLEGHENY COUNTY,
MY COMM[illegible] 15, 1966

FILED
1964 JUN 12 AM 9:20

5

John H. Herold, Assignee	:	IN THE
Plaintiff	:	CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
James R. Barrett Evelyn M. Barrett	:	IN EQUITY
	:	Docket Folio
Defendants	:	Case No. 16,404

: : : : : : : : : : :

MILITARY SERVICE AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF ALLEGHENY, TO WIT:

I HEREBY CERTIFY that on this 16th day of June, 1964, before me, the subscriber, a Notary Public, in and for the Commonwealth of Pennsylvania, personally appeared HENRY W. BROIDO, Vice-President of United Dealers Corporation and made oath in due form of Law 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;

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

Henry W. Broido
Affiant

Joyce S. Borton
Notary Public

JOYCE S. BORTON, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES AUGUST 15, 1966

FILED
1964 JUN 23 AM 9:33

6

Judicial 13—Maryland—Mortgagee's or Att[illegible]'s Bond (1-55)

BOOK 156 PAGE 557

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY.

STATE OF MARYLAND BOOK 12 PAGE 456

No. 16,404 Equity

John H. Herold, Assignee

versus

James R. Barrett and Evelyn M. Barrett, his wife

BOND OF

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John H. Herold, Assignee, 1508 First National Bank Building, Baltimore, Maryland 21202 as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eleven Thousand and 00/100 - - - - - - - - - - - - - - - - Dollars ($ 11,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 7th day of July, , in the year of our Lord, nineteen hundred and sixty-four.

WHEREAS, the above bounden John H. Herold, Assignee

by virtue of the power contained in a mortgage from James R. Barrett and Evelyn M Barrett, his wife to Ritchie Swift Homes, Inc. bearing date the 18th day of September , 1962 and recorded among the Land Records of Anne Arundel County in Liber L. N. P. No. 1598 Folio 148 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden

John H. Herold, Assignee

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

.....
CYRIL R. MURPHY, JR.

BY: John H. Herold (SEAL)
John H. Herold, Assignee

..... (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

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

Bond approved this 15th day of July, 1964

Louis N. Phipps, Clerk

FILED

1964 JUL 15 AM 10:49

RW

7

FRANK, BERNST[illegible]
GUTBERLET & CONAWAY,
Solicitors

Assignee's Sale

VALUABLE FEE-SIMPLE PROPERTY

KNOWN AS LOT NO. 50 SEVERN LEA, FOURTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under power of sale contained in a mortgage from James R. Barrett and Evelyn M. Barrett, his wife, to Ritchie Swift Homes, Inc., dtaed September 18, 1962, reported in Anne Arundel County, L.N.P. 1598, Folio 148, and being duly assigned to John H. Herald for purpose of foreclosure, the undersigned Assignee will sell at public auction on the premises on

WED., JULY 22, 1964
AT 2 O'CLOCK P.M.

BEING known and designated as Lot No. 50 as shown on a certain plat entitled "Severn Lea" fourth election district of Anne Arundel County, Maryland, for Foxwell and Foxwell, Inc., dated July 1951 and made by J. R. McCrone, Jr., Annapolis, Maryland, which said plat is duly recorded among the Land Records of Anne Arundel County in Plat Book 22, page 39, formerly Plat Cabinet No. 4, Rod G-1, Plat No. 10.

Improved by a LARGE SPLIT - LEVEL CEMENT BLOCK AND CLAPBOARD DWELLING, UNFINISHED, with porch and built-in garage.

DIRECTION: From Severn, Maryland, take Maryland Route 554 (also known as "Reese Road") to the entrance to Fort George G. Meade. Turn left on Jacobs Road at entrance to Fort George G. Meade and proceed on Jacobs Road for about 1½ miles to Crest Road (unmarked). Turn right on Crest Road (not marked) for about 1 block to subject property which can be seen on the left at the bend in the road.

TERMS OF SALE: A cash deposit of $1,000 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, including Sanitary District Charges, if any, to be adjusted to date of sale.

JOHN H. HEROLD,
Assignee
E. T. NEWELL & CO., INC.,
Auctioneers
John M. Miller, Jr., President
120-26 W. North Avenue
PL. 2-3580 Jy-16

No. M
8

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 558

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 17, 1964

We hereby certify, that the annexed

Assignee's Sale
By H. Herald
James R. Barrett

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 22nd 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 H. Tighe

BOOK 156 PAGE 559

County # 16,404

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 22nd 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 Charles C. Pelusky, purchaser at the foreclosure sale in this cause, and made oath in due form of law (that he is the purchaser and purchased the same as principal and not as agent for anyone) (~~that he is the agent for the purchaser~~, _____,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

_____ (SEAL)
Purchaser

_____
Notary Public

FILED

1964 JUL 27 AM 10:01

PRESIDENT
JOHN M. MILLER, JR.

E. T. Newell & Co. Inc

TELEPHONE
PLAZA 2-3580—2-3581

REALTORS - AUCTIONEERS - APPRAISERS

OFFICE, AUCTION GALLERY AND SALESROOM

120-26 W. NORTH AVENUE BALTIMORE, MD. 21201

★ 50 YEARS OF SERVICE ★

July 22, 1964

John H. Herold, Assignee

First National Bank Building

Baltimore, Maryland 21202

Dear Sir:

REPORT OF SALE

Sold Known as Lot No. 50, Severn Lea, 4th Elec. Dist.
Anne Arundel County, Md.

To Charles R. Pelesky

Address 1000 Oakwood Road
Glen Burnie, Maryland

Amount $8,000.

Deposit $1,000.

Very truly yours,

E. T. NEWELL & CO., INC.

FILED
1964 JUL 27 AM 10:02

10

BOOK 156 PAGE 561

JOHN H. HEROLD, Assignee	:	IN THE
vs.	:	CIRCUIT COURT
JAMES R. BARRETT and EVELYN M. BARRETT, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY Equity Case No. 16,404
	:	

- - -

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of John H. Herold, Assignee, authorized by a power of sale contained in the mortgage dated September 18, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1598, folio 148 from James R. Barrett and wife, Mortgagors, to Ritchie Swift Homes, Inc., Mortgagee, to make sale of the fee simple property described in said mortgage, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by the Rules, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette, a weekly newspaper, published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Assignee did pursuant to said notice on Wednesday, the 22nd day of July, 1964, at 2:00 o'clock P. M., attend on the premises and then and there sold at public sale the property described in said mortgage to Charles R. Pelesky, the highest bidder, at and for the price of Eight Thousand Dollars ($8,000.00), of which One Thousand Dollars ($1,000.00) was paid as a deposit, the balance to be paid upon final ratification of the sale by this Honorable Court.

John H. Herold, Assignee

FILED

1964 JUL 27 AM 10:01

STATE OF MARYLAND, COUNTY OF BALTIMORE, SS:

I HEREBY CERTIFY, that on this 23rd day of July, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared JOHN H. HEROLD, Assignee, 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.

Cyril R. Murphy, Jr.
Notary Public

My Commissions expires: May 5, 1965

11a.

ORDER NISI

BOOK 156 PAGE 563

JOHN H. HEROLD, Assignee

versus

JAMES R. BARRETT and
EVELYN M. BARRETT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,404 Equity

Ordered, this 27th day of July, 19 64, That the sale of the property in these proceedings mentioned made and reported by John H. Herold, 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 $ 8,000.00

Steuart M. Phipps Clerk.

True Copy,

TEST: Clerk.

Cyril R. Murphy, Jr., Atty.
(Final Order)

For: The Maryland Gazette (July 30th Edition)

JOHN H. HEROLD, Assignee

versus

JAMES R. BARRETT and
EVELYN M. BARRETT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of September, 19 64 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed ~~the~~ usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse
JUDGE.

FILED
1964 SEP -1 PM 3:26

12

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,404 Equity
JOHN H. HEROLD
Assignee
versus
JAMES R. BARRETT and EVELYN M. BARRETT, his wife

Ordered, this 27th day of July 1964, That the sale of the property in these proceedings mentioned made and reported by John H. Herold, 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 $8,000.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
A-20

FILED
1964 AUG 27 PM 2:36

No. M. G. 9644

13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 564

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 27, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,404

James R. Barrett

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

JOHN H. HEROLD, Assignee	:	IN THE
vs	:	CIRCUIT COURT
JAMES R. BARRETT and EVELYN M. BARRETT, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY Equity Case No. 16,404

: : : : : :

PETITION TO SUBSTITUTE PURCHASER

The Petition of John H. Herold, Assignee in the above entitled cause, respectfully shows unto your Honors:

1. That heretofore on the 25th day of July, 1964 your Petitioner filed his Report of Sale for the sale of the fee simple property, known as Lot No. 50 on a Plat entitled "Severn Lea" recorded in Plat Book No. 22, page 39 of Anne Arundel County Plat Records.

2. That the Report of Sale shows the purchaser of the property to be Charles R. Pelesky.

3. That your Petitioner has been advised by the purchaser that he desired to take title to the above property as tenants by the entireties with his wife, Aileen J. Pelesky,but that he failed to include her name as purchaser at the auction sale of the property.

WHEREFORE, YOUR PETITIONER PRAYS that an Order may be passed by this Honorable Court substituting Charles R. Pelesky and Aileen J. Pelesky, his wife, as purchasers, in the place and stead of Charles R. Pelesky.

AND as in duty bound, etc.

John H. Herold, Assignee

FILED

1964 OCT 23 AM 10: 16

14

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, on this 30th day of October, 1964, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared John H. Herold, Assignee, and he made oath in due form of law that the matters and facts contained in the aforegoing Petition are true and correct to the best of his knowledge, information and belief.

AS WITNESS, My hand and Notarial Seal,

Notary Public

15

BOOK 156 PAGE 567

JOHN H. HEROLD, Assignee	:	IN THE
vs	:	CIRCUIT COURT
JAMES R. BARRETT and EVELYN M. BARRETT, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY Equity Case No. 16,404

: : : : : : : :

O R D E R

Upon the aforegoing Petition and Affidavit, it is this 23rd day of October, 1964, by the Circuit Court for Anne Arundel County in Equity Ordered that Charles R. Pelesky and Aileen J. Pelesky, his wife, be substituted as purchasers of the fee simple property, Lot No. 50, Plat of "Severn Lea", reported to this Court by John H. Herold, Assignee, on the 25th day of July, 1964.

Judge

FILED

1964 OCT 23 PM 1:16

1c

In the Case of

JOHN H. HEROLD

VS.

JAMES R. BARRETT and EVELYN M. BARRETT, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 16,404 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 OCT 28 AM 11:43

All of which is respectfully submitted.

October 28, 1964

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 16th day of November, 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.

Lowell N. P. Riggs
Clerk
Per: Constance B. Tolliver, deputy

FILED
1964 NOV 16 AM 11:28

17

18.

Dr. JOHN H. HEROLD vs. JAMES R. BARRETT and EVELYN M. BARRETT, his wife,

BOOK 156 PAGE 569

In Acct. with JOHN H. HEROLD, Assignee

					Cr.	
1964, July 22,						
Proceeds of Sale	8,000	00				
Interest on deferred payment of $7,000.00 from						
7/22/64 to 10/9/64	91	00	8,091	00		
Refund - 1964 Taxes, adj. 7/22/64 to 12/31/64 (20.14)	7	17	7	17		
					8,098	17
To Assignee for fee, viz:	100	00				
To Assignee for commissions, viz:	272	73	372	73		
To Assignee for Court Costs, viz;						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - court costs	29	25				
Clerk of Court - recording assmt. of mtge. & copy	2	50				
Auditor - stating this account	22	50	64	25		
To Assignee for expenses, viz:						
Capital Gazette Press - advertising sale	60	39				
Capital Gazette Press - Order nisi, sale	15	00				
The Sunpapers - advertising sale	19	75				
E.T.Newell & Co. - auctioneer's fee	260	00				
Northwestern National Ins. Co. - bond premium	44	00				
Certified Mail postage to mortgagors		80				
Joyce S. Borton- notary fees	1	00				
Cyril R. Murphy, Jr. - notary fee		50	401	44		
To United Dealers Corporation - this balance on account of claim filed	7,259	75	7,259	75		
					8,098	17

Amount of Mortgage claim filed	10,619	55
Interest on principal balance of $10,514.02 from 6/8/64 to 11/13/64 - 158 days @ 6%	273	34
	10,892	89
Credit - amount allowed above	7,259	75
Balance - subject to Decree in Personam	3,633	14

BOOK 156 PAGE 571

In the Matter	:	No. 15668 Equity
of the Sale	:	
of the	:	In the Circuit Court for Anne Arundel County
Mortgaged Real Estate of	:	
Henry Wright and Edna Wright,	:	
his wife.	:	

: : : : : : : : :

ORDER TO DOCKET SUIT, FILE ORIGINAL MORTGAGE AND ASSIGNMENT

: : : : : : : : :

Mr. Clerk:

Please docket this suit and file this original mortgage and assignment.

George B. Woelfel

George B. Woelfel, Assignee
9-11 School Street,
Annapolis, Maryland.

FILED

1963 JUN 19 PM 3:51

No. 15,668 Equity

PURCHASE MONEY to the extent of $5,000.00. BOOK 1515 PAGE 399

Mortgage Fee-County

THIS MORTGAGE, Made this 13th day of October, in the year nineteen hundred and sixty-one (1961), by and between Henry Wright and Edna Wright, his wife, of Anne Arundel County, State of Maryland, parties of the first part, hereinafter called MORTGAGORS and the County Trust Company of Maryland, a body corporate of the State of Maryland, party of the second part, hereinafter called MORTGAGEE, Witnesseth:

WHEREAS, the said MORTGAGORS have this day received by way of loan from said MORTGAGEE an advance in the sum of Seven Thousand Dollars ($7,000.00), as evidenced by their promissory note of even date herewith, in the amount of $7,000.00 with interest thereon at the rate of six per cent (6%) per annum, payable monthly; said note to be payable in installments of not less than Eighty-five Dollars ($85.00) monthly, which payment shall first be applied to interest on unpaid balance, and the remainder then applied on account of the principal debt, until the whole debt secured hereby is paid and satisfied in full; and

WHEREAS, it was a condition precedent to the granting of said loan that these presents should be executed for the purpose of securing the prompt payment of said note, or any and all renewals thereof, or substitutes therefor, at the time limited for the payment of the same.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises and the sum of One Dollar ($1.00), paid by the party of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, its successors or assigns,

1963 JUN 19 PM 3:51 FILED

11527

June 7, 1963.

For value received we hereby assign the within mortgage and the debt therby secured to George B. Woelfel.
Without recourse.

Successor to County Trust Co.,
Annapolis, Md.

Maryland National Bank,
Annapolis, Md.

Witness Lilian C. Wotton
Lilian C. Wotton

By Tilden O. Atwell, V. Pres.

PARCEL #1: ALL that lot or parcel of ground situate lying and being in the Sixth Election District of Anne Arundel County on the Northeast side of Clay Street, having a frontage thereon of 16 feet and even depth of 120 feet. Said premises being known and designated as 94 Clay Street.

BEING the same property conveyed to Henry Wright by George B. Woelfel and Ruth Woelfel, his wife, by deed dated September 17, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 867, Folio 168.

PARCEL #2: ALL those lots or parcels of ground situate, lying and being in the Sixth Election District of Anne Arundel County and being described as follows:

BEGINNING for the same at a cross now cut in the sidewalk at the intersection of the northernmost side of Clay Street (40 feet wide) and the westernmost side of Pleasant Street (40 feet wide); said point being at the beginning of the conveyance by Arabella Wilson and Speddon Wilson, her husband, to Delia Ridgely by deed dated August 24, 1877, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber S.H. 12, Folio 222; and distant North 1° 40' 10" East 38.79 feet from a concrete monument there found as Coordinate Station Number 12,300 of The City of Annapolis; thence leaving said beginning point so fixed and running with said conveyance and the northernmost side of said Clay Street as now surveyed and referred to true North, North 86° 28' West 33.0 feet to a cross now cut in the sidewalk; thence leaving Clay Street and running North 1° 52' East 46.0 feet to an iron pipe now set at the southwesternmost corner of the conveyance by Delia Ridgely to Louis Y. Ridgely by deed dated February 18, 1891, and recorded among the Land Records of Anne Arundel County in liber S.H. 38, Folio 610; thence running with the southernmost line of said conveyance to Louis Y. Ridgely, as now surveyed, South 86° 28' East 33.0 feet to an iron pipe now set on the westernmost side of Pleasant Street; thence leaving said conveyance to Louis Y. Ridgely and running with

the westernmost side of Pleasant Street, as now surveyed, South 1° 52' West 46.0 feet to the place of beginning. Containing 0.035 acres, more or less. According to a survey and plat made by Edward Hall, III, Registered Land Surveyor, in September, 1961. Said premises being known and designated as 86 and 88 Clay Street, Annapolis, Maryland.

BEING the same property conveyed to the MORTGAGORS herein by William B. Ridgley and Ruth Ridgley, his wife, by deed dated September 15, 1961, and intended to be recorded among the Land Records of Anne Arundel County immediately prior to these presents.

TOGETHER with all right title and interest of the Ridgley heirs in the strip of ground between the westernmost property line of the above described lot and the fence separating No 90 Clay Street from No. 88 Clay Street, said strip having a width of 0.24 feet on the North side of Clay Street and a width of 1.15 feet at the rear of the lot, and also the triangular strip of ground fronting 2.48 feet on Pleasant St. and being bounded on the South by the Northernmost line of the above described lot and on the North by the fence which has been accepted as the divisional line between No. 86 Clay Street and No. 71 Pleasant Street. All as shown on the accompanying plat.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said MORTGAGEE, its successors, heirs and assigns forever.

PROVIDED, that if the said MORTGAGORS, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Seven Thousand Dollars ($7,000.00), and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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AND it is agreed that, until default be made in the premises, the said MORTGAGORS, their heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said MORTGAGORS for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said MORTGAGEE, its successors, personal representatives or assigns, or George E. Rullman, its Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said MORTGAGEE, its successors, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of One Hundred Dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of

5-

all claims of the said Mortgagee, its successors, personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said 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 the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, 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 MORTGAGEE, its successors, personal representatives or assigns, or George E. Rullman, its said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said MORTGAGORS, for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said MORTGAGEE, its successors, personal representatives and assigns, the

6

improvements on the hereby mortgaged land to the amount of at least Seven Thousand Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said MORTGAGEE, its successors, personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said MORTGAGEE, its successors, personal representatives and assigns,

WITNESS the hands and seals of the said MORTGAGORS.

Test:

Lilian C. Wotton

Henry Wright (SEAL)

Edna Wright (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby Certify, that on this 13th day of October in the year nineteen hundred sixty-one (1961), before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Henry Wright and Edna Wright, his wife, the Mortgagors named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared George E. Rullman, the Attorney named in the foregoing Mortgage, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; and further, that he is the Attorney and Agent for said Mortgagee and is duly authorized to make this affidavit.

Witness my hand and Notarial Seal.

Lilian C. Wotton Notary Public

My Commission expires May 6 1963

1.00

Recorded Oct. 13, 1961 at 3:24 P.M.

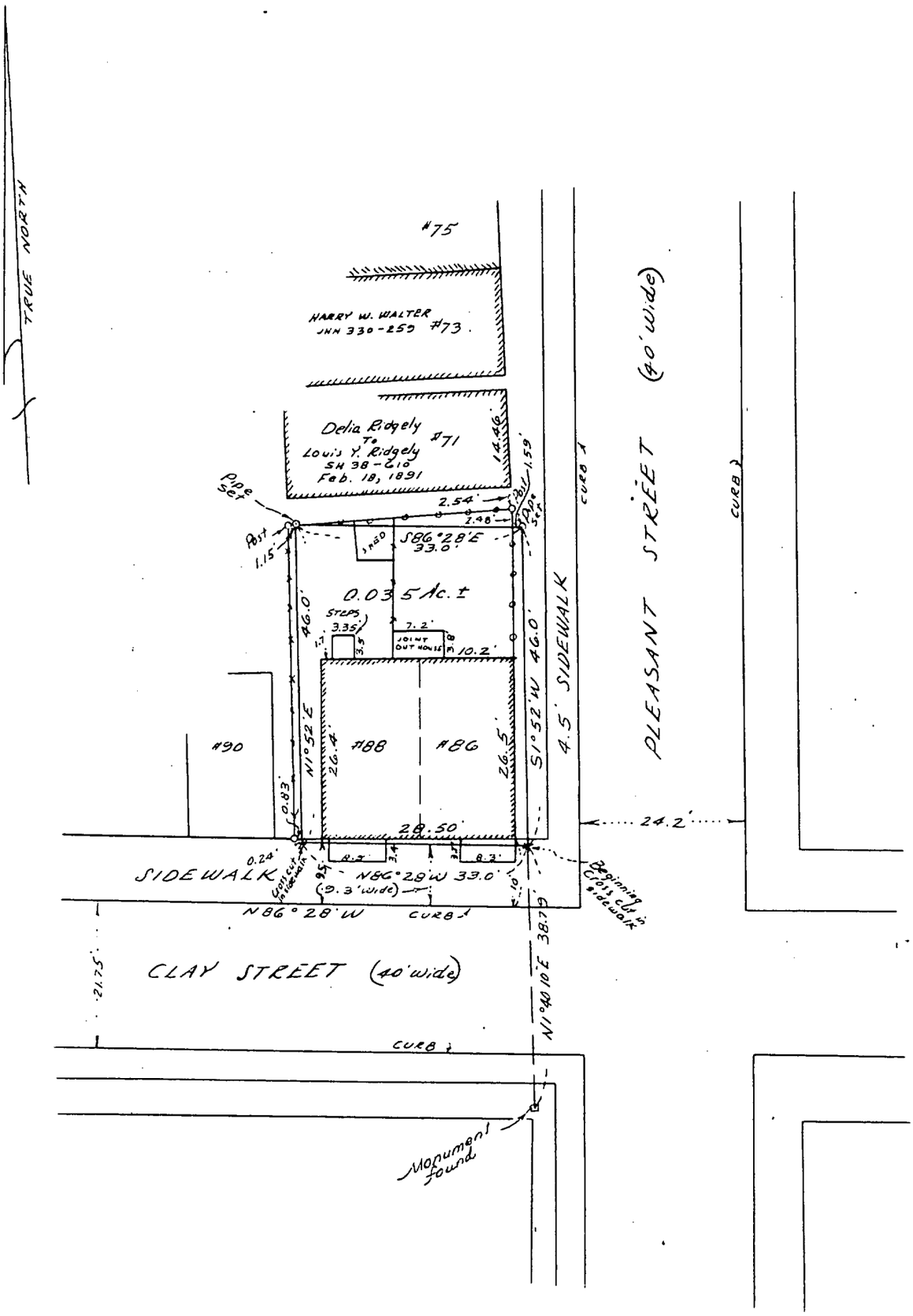
Mailed to George E. Rullman

See Plat on following page

BOOK 1515 PAGE 405

BOOK 1515 PAGE 406

BOOK 156 PAGE 578



SURVEY OF THE RIDGELY PROPERTY
86 & 88 CLAY STREET ANNAPOLIS, MARYLAND
SCALE 1" = 20' SEPTEMBER 1961

Edward Hall, III, Registered Surveyor
Annapolis, Maryland

2.00

PLEER 1882

8

BOOK 156 PAGE 579

In the Matter	:	No. 15,668 Equity
of the Sale	:	
of the	:	In the
Mortgaged Real Estate of	:	Circuit Court
Henry Wright and Edna Wright,	:	for
his wife	:	Anne Arundel County
	:	

: : : : : : : : : :

STATEMENT OF MORTGAGE DEBT

The following is a statement of the mortgage debt due by Henry Wright and Edna Wright, his wife, to George B. Woelfel, Assignee, of the mortgage to the County Trust Company of Maryland dated October 13th, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1515, folio 399, and assigned to George B. Woelfel by assignment dated June 7th, 1963 $6115.25

Interest from June 7th, 1963, to ratification of auditor's account

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 19th day of June, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Assignee, and made oath in due form of law that the foregoing is a true statement of the amount remaining due him on his mortgage claim described herein, and that he has not received any security or satisfaction therefor, other than the mortgage referred to in said statement.

Witness my hand and seal Notarial.

Mary M. Stoff
Notary Public

FILED

1963 JUN 19 PM 3:51

9

GLOBE INDEMNITY COMPANY

BOOK 156 PAGE 580

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

BOOK 12 PAGE 102

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

Equity #15,668

Bond No. 421594

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seven Thousand and 00/100 Dollars ($7,000.00) - - - - - - - - - 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, executoss, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 20th day of June , 19 63 .

WHEREAS by virtue of a power of sale contained in a Mortgage from Henry Wright and Edna Wright, his wife - - - - - - to County Trust Company - , bearing date on or about the 13th day of October , 19 61 , the said George B. Woelfel 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 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 George B. Woelfel 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.

George B. Woelfel (SEAL)
George B. Woelfel PRINCIPAL

WITNESS:
Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate
By John H. Hopkins, IV
John H. Hopkins, IV, Attorney-in-fact
SURETY

Bond approved this 25 day of June, 1963
Louis N. Phipps, Clerk

FILED
1963 JUN 25 PM 2 15

10

No. 15,668

AFFIDAVIT OF NON-MILITARY SERVICE

BOOK 156 PAGE 581

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 2nd day of July ,

19 63 , personally appeared before me, the subscriber, a Notary Public of the State of

Maryland, in and for Anne Arundel County, George B. Woelfel, Assignee,
of mortgage from Henry Wright and Edna Wright, his wife,
dated October 13, 1961, and recorded among the Land Records
of Anne Arundel County in Liber G.T.C. No. 1515, folio 399,

~~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.)

Henry Wright died on or about the 24th day of April, 1962,
and Edna Wright resides at No. 94 Clay Street, Annapolis,
and is employed by Mr. Vaughan Brown, Labrot's Farm, Annapolis,
Maryland, and

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 2nd day of

Notarial Seal

July , 19 63 .

Mary M. Hoff

Notary Public

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

Filed,

FILED

1963 JUL -2 PM 4:18

11

Public Sale
OF VALUABLE REAL ESTATE
NO. 94 CLAY STREET

2½ story house, perma - stone front, asbestos shingle roof, with stucco kitchen, containing kitchen diningroom, livingroom, 2 bedrooms on second floor, large finished attic, club basement, automatic hot water heat, running hot and cold water, electricity, a very modern dwelling formerly owned by "Buddy Wright."

Under and by virtue of the power of sale contained in a mortgage from Henry Wright and Edna Wright, his wife, to the County Trust Company of Maryland, dated October 13, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1515, folio 399, being the firstly described parcel therein and by assignment to George B. Woelfel, dated June 7th, 1963, the said Assignee will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland on

Wed., July 10, 1963 at 10 o'clock A.M. (DST)

This lot has a 16 foot frontage on Clay Street and an even depth of 120 feet. Being the same property conveyed by George B. Woelfel and wife to Henry Wright by deed dated September 17th, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 867, folio 168.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser upon the day of sale, balance to be paid upon ratification of the sale or all cash at the option of the purchaser. Deferred payments to bear interest at the rate of 6 per cent from the day of sale.

Taxes to be adjusted to the day of sale.

For further particulars apply,
George B. Woelfel, Assignee
9-11 School Street
Robert H. Campbell
Auctioneer

Jy-9

OFFICE OF 15,668

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 582

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 10, 1963

We hereby certify, that the annexed

Public Sale
of Henry Wright
No. 94 Clay St.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of July, 1963. The first insertion being made the 18th day of June, 1963

FILED

JUL 11 PM 12:48

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 156 PAGE 583

In the Matter of the	:	No. 15,668 Equity
Sale of the Mortgaged Real	:	In the
Estate of	:	Circuit Court
Henry Wright and Edna Wright,	:	for
his wife	:	Anne Arundel County

: : : : : : : : : :

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of George B. Woelfel, Assignee of a certain mortgage from Henry Wright and Edna Wright, his wife, to the County Trust Company of Maryland, dated October 13, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1515, folio 399, being the firstly described parcel of land therein and by assignment to said Assignee dated June 7th, 1963, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said mortgage prescribed, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Evening Capital, a daily newspaper printed and published in Anne Arundel County, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House door in the City of Annapolis, Maryland, on the 10th day of July, 1963, at 10 o'clock A.M., DST, and then and there proceeded to sell said property in manner following, that is to say:

Your Assignee offered at public sale to the highest bidder the property mentioned in said mortgage, situate in the City of Annapolis lying, being and situate on the northwest side of Clay Street having a frontage of 16 feet on Clay Street and an even depth of 120 feet. Being the same property which was conveyed unto Henry Wright by George B. Woelfel and wife by deed dated the 17th day of September, 1954, and recorded among the Land Records of Anne Arundel County

FILED
1963 JUL 18 AM 10:10

13

in Liber J.H.H. No. 867, folio 168.

And your Assignee sold the above described roperty to Edward H. Degum and Carroll H. Hynson for the sum of Fifty-Seven Hundred Dollars, they being at that figure the highest bidders therefor, the terms of said sale being a deposit of $500.00 being paid as a deposit, balance to be paid in cash upon the ratification of the sale.

Respectfully submitted,

George B. Woelfel

George B. Woelfel
Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify, that on this 10th day of July, in the year 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Assignee of the mortgage and report of sale, who 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 and belief and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Mary M. Hoff

Notary Public

14

ORDER NISI

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF HENRY WRIGHT AND EDNA WRIGHT, his wife

xxxxxx

BOOK 156 PAGE 585

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,668 Equity

Ordered, this 18th day of July, 19 63, That the sale of the property in these proceedings mentioned made and reported by George B. Woelfel, Assignee

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 $ 5,700.00

Louis J. Phipps Clerk.

True Copy,

TEST: Clerk.

George B. Woelfel, Atty.

Evening Capital (for July 20 edition)

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF HENRY WRIGHT AND EDNA WRIGHT, his wife

xxxxxx

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

JUDGE.

15

In the Matter of the Sale of the Mortgaged Real Estate of Henry Wright and Edna Wright, his wife	:	No. 15,668 Equity In the Circuit Court for Anne Arundel County

: : : : : : : :

PURCHASERS' AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 23rd day of July, 1963, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Edward H. Legum and Carroll H.Hynson, purchasers at the foreclosure sale in the above entitled cause, and made oath in due form of law that they are the purchasers and purchased same as principals and not as agents for anyone and that they have not directly or indirectly discouraged anyone from bidding for the said real estate mentioned in the said report of sale.

Edward H. Legum

Carroll H. Hynson

Witness my hand and seal Notarial.

Mary M. Hoff

Notary Public

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1963 JUL 24 PM 2:44

IL

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,668 Equity

In the Matter of the Sale of the Mortgaged Real Estate of HENRY WRIGHT and EDNA WRIGHT, his wife

Ordered, this 18th day of July, 1963, That the sale of the property in these proceedings mentioned made and reported by George B. Woelfel, Assignee 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 $5,700.00

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 156 PAGE 587

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 10, 1963

We hereby certify, that the annexed Order Nisi Sale Eq 15,668 Henry Wright

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, 1963. The first insertion being made the 20th day of July, 1963

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1963 AUG 12 AM 11:48

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. E. C. 5957

17

In the Matter of the Sale	:	No. 15,668 Rquity
of the Mortgaged Real Estate	:	In the
of	:	Circuit Court
Henry Wright and Edna Wright,	:	for
his wife	:	Anne Arundel County
	:	

: : : : : : : : :

CONSENT TO THE RATIFICATION OF SALE 94 CLAY STREET

Whereas George B. Woelfel as assignee of a mortgage filed in these proceedings, by virtue of said mortgage, has advertised, sold and reported the sale of one of the three properties described in said mortgage improved by house No. 94 Clay Street, at and for the sum of Fifty-Seven Hundred Dollars, and

Whereas Edna Wright filed a petition for injunction to stay foreclosure, which said petition served as an exception to the ratification of the sale, and

Whereas Edna Wright desires to withdraw her objection to the sale of No. 94 Clay Street sothat said sale may be ratified and confirmed hereby reserving unto herself and not waiving any and all objection she may have to any future sale in the said mortgage or to the sale of No. 86 Clay Street by virtue of another mortgage.

1963 OCT 14 AM 10:53 FILED

Edna Wright.
Edna Wright

Theodore G. Bloom
Theodore G. Bloom
Solicitor for Edna Wright

ORDER OF COURT

Upon the aforegoing ponsent, it is this 14th day of October, in the year 1963, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the sale of the real estate No. 94 Clay Street made and reported by George B. Woelfel, Assignee, at and for the sum of Fifty-Seven Hundred Dollars, be, and the same is hereby finally ratified and confirmed.

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And it is further ORDERED by the authority aforesaid, that the right and privilege of Edna Wright to enjoin any future sale under the said mortgage or to press her objection to the sale of No. 86 Clay Street, be, and the same is hereby reserved unto her and is not waived.

D. Boone Duckett
Judge

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OCT 14 PM 2:30

BOOK 156 PAGE 590

In the Case of

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF HENRY WRIGHT and EDNA WRIGHT, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,668 Equity

To the Honorable, the Judges of said Court:

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

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1963 OCT 28 P.M. 2:04

All of which is respectfully submitted.

October 28, 1963

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this ..... day of ....., 19....., that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clerk
Per: ....., deputy

20

Dr. IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF HENRY WRIGHT and EDNA WRIGHT, his wife,

BOOK 156 PAGE 591

In Acct. with GEORGE B. WOELFEL, Assignee of Mortgage

					Cr.	
1963						
July	10	Proceeds of Sale	5,700	00		
		Interest on deferred payment of $5,200.00				
		from 7/10/63 to 10/22/63	88	40	5,788	40
					5,788	40
		To Assignee for fee, viz:	100	00		
		To Assignee for Commissions, viz:	203	65	303	65
		To Assignee for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Defendants solicitors appearance fee	10	00		
		Clerk of Court - Court costs	37	00		
		W. R. Huggins - sheriff's fee	1	45		
		Auditor - stating this account	22	50	80	95
		To Assignee for expenses, viz:				
		Capital Gazette Press - advertising sale	57	76		
		Capital Gazette Press - Order nisi, sale	15	00		
		Robert H. Campbell - auctioneer fee	45	00		
		Globe Indemnity Co. - bond premium	28	00		
		L.N.Phipps,Clerk-short assmt. of mortgage	1	00		
		1962 County and State taxes	45	85		
		1963 County & State taxes, adjusted				
		1/1/63 to 7/10/63 and costs - (69.41)	43	66		
		1962-1963 City of Annapolis taxes & costs				
		adjusted 1/1/62 to 7/10/63 (68.44)	34	66		
		One-half cost documentary stamps	9	90		
		Mary M. Hoff - notary fees	2	00	282	83

	To George B. Woelfel, Assignee of Mortgage				
	this balance on account of claim filed	5,120	97	5,120	97
				5,788	40
	Amount of Mortgage claim filed	6,115	25		
	Interest on principal balance of $6,115.25				
	from 6/7/63 to 11/13/63 - 159 days @ 6%	159	97		
		6,275	22		
	Cr.-amount allowed above	5,120	97		
	Balance subject to Decree in Personam	1,154	25		

In the Matter of the	:	No. 15,668 Equity
Sale of the Mortgaged	:	In the
Real Estate of Henry	:	Circuit Court
Wright and Edna Wright,	:	for
his wife	:	Anne Arundel County
	:	

: : : : : : : : : :

STIPULATION

It is hereby stipulated between George B. Woelfel, mortgagee, and Edna Wright, surviving mortgagor, that there is due and owing to the said Mortgagee the sum of $2628.20, which said amount should be deducted from the $5120.97 and allocated to George B. Woelfel, first mortgagee, ~~being~~ the difference between $5120.97 and the $2628.20 should be audited to George B. Woelfel, Executor of the last will and testament of Henry Wright, deceased.

George B. Woelfel

Atty. for Edna Wright

ORDER OF COURT

This cause coming on for hearing and being settled by stipulation above, it is thereupon this 20th day of ~~October~~ November, 1964, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that the exception filed to the distribution of $5120.97 be, and the same is hereby sustained and that the distribution of the $5120.97 in the auditor's account should be made as follows: To George B. Woelfel in full settlement of said mortgage claim $2628.20 and that $2492.77 be and the same is hereby audited to George B. Woelfel, executor of the last will and testament of Henry Wright.

And it is further ORDERED by the authority aforesaid, that

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1964 NOV 19 PM 12:46

23

the said account with the above corrections be, and the same is hereby finally ratified.

Judge

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1964 NOV 20 PM 12:46

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BOOK 156 PAGE 595

H. Allen Mezger, *
Assignee *
VS *
Paul F. Cullison and *
Jacquelyn M. Cullison, his wife *
*

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Equity No. 16,531

* * * * * * *

Mr. Clerk:

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

H. Allen Mezger
Assignee

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

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1964 AUG 14 AM 9:09

BOOK 156 PAGE 596

No. 16,531 Equity

LIBER 994 PAGE 499

THIS MORTGAGE, Made this 17th day of January - - , in the year one thousand nine hundred and fifty-six - , between PAUL F. CULLISON and JACQUELYN M.

No Stamps Required

CULLISON, his wife - - - - - - - - , of the County of Anne Arundel , in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Fifteen Thousand Five Hundred ($15,500.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of One Hundred Thirty-one ($131.00) - - - - - - - - - - - - commencing on the tenth - - - day of February, 1956 and on the tenth - - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

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

do grant, convey and assign unto the said mortgagee, its successors and assigns, all those - - lots of ground situate and lying in the Third Election District of

Anne Arundel County, Maryland - - -, and described as follows:

BEGINNING BEING known and designated as Lots Nos. Four Hundred Sixteen (416), Four Hundred Seventeen (417), Four Hundred Eighteen (418), Four Hundred Nineteen (419), and the Southern One-half of Lot No. Four Hundred Fifteen (415) as shown on the Plat of Round Bay on the Severn filed among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-5, Plat 45, now Plat Book 12, folio 28.

BEING the same lots of ground which by Deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, were granted and conveyed by Maude E. Thompson, Widow, to the within named mortgagors.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

2

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1964 AUG 14 AM 9:09

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

TO HAVE AND TO HOLD the said lots of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, subject to restrictions of record.

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

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ATTORNEYS AND
OUNSELLORS AT LAW
SALTIMORE 1, MD.

cessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly -

on or before the tenth - - - - - - - - - - - - - - - - day of each and every month the sum of Twenty-five ($25.00) Dollars - - - - - - - - - - - - - - - - - - - for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the here mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written oonsent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagor (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreolose this mortgage without notice; (8) that after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defeund itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, their duly constituted 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

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

4

sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

WITNESS the hands and seals of the said mortgagors.

Witness:

Betty Lou Vogt

Paul F. Cullison (SEAL)

Jacquelyn M. Cullison (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 17th day of January -, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Paul F. Cullison and Jacquelyn M. Cullison, his wife, known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer - - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Betty Lou Vogt
Notary Public

My Commission Expires May 6th, 1957.

Rec'd for record Jan. 18 1956 at 9:20 A.M.

Mailed to Meyer Mezger

- 4 -

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

5

THIS ASSIGNMENT, Made this 12th day of August, 1964, by the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, party of the first part and H. ALLEN MEZGER, party of the second part.

WHEREAS, the Party of the first part is the Mortgagee in a mortgage dated January 17th, 1956, from Paul F. Cullison and Jacquelyn M. Cullison, his wife, and recorded in the Land Records of Anne Arundel County in Liber G.T.C. 994, folio 499, which mortgage is at present in default and which they are desirous of having foreclosed, and for that purpose the mortgage is to be assigned to H. Allen Mezger, for the purpose of floreclosure.

NOW, THEREFORE, these presents witnesseth that for and in consideration of the sum of one dollar, and other good and valuable considerations, receipt of which is hereby acknowledged, the said Arundel Federal Savings and Loan Association of Baltimore City, party of the first part, does hereby assign unto the said H. Allen Mezger, the above described mortgage for the purpose of foreclosure.

16911

AS WITNESS the corporate seal of the said body corporate and the signature of its President.

Signed, sealed and delivered in the presence of

E. Jane Rusinek

E. Jane Rusinek, Secretary

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By John P. Helmer

John P. Helmer, President

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

I HEREBY CERTIFY, that on this 12th day of August, 1964, before me, the subscriber, a Notary Public of the said State, in and for the County aforesaid, personally appeared John P. Helmer, President of said body corporate, Assignee, and acknowledged the said Assignment to be the corporate act of said body corporate.

3 00

AS WITNESS my hand and Notarial Seal.

E. Jane Rusinek

E. Jane Rusinek, Notary Public

My Commission expires May 3, 1965.

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

FILED

Rec'd for record Aug 14 1964 at 8:59 A.M. 1964 AUG 14 AM 9:11

~~led to~~ Filed in Equity No. 16531

H. Allen Mezger, Assignee

VS

Paul F. Cullison
and
Jacquelyn M. Cullison, his wife

IN THE
CIRCUIT COURT
-OF-
ANNE ARUNDEL COUNTY

BOOK 156 PAGE 601

Equity No. 16531

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 15,500.00
Less - Total amount paid on account of Principal	$ 4278.57	
Less - Credit Expense Account	113.33	4,391.90
Net Balance	$ 4391.90	$ 11,108.10
Plus accumulated interest to August 31st, 1964 (with interest thereafter at rate of 6% per annum)		398.70
Total Amount of Mortgage Indebtedness		$ 11,506.80

ARUNDEL FEDERAL SAVINGS & LOAN
ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke, Jr. Treasurer

Henry C. Bourke, Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this 12th day of August in the year nineteen hundred and sixty-four, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City - - the Mortgagee in the above entitled cause and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

Peyton Paul Phillips Notary Public

My Commission Expires May 3, 1965.

PEYTON PAUL PHILLIPS NOTARY PUBLIC BALTIMORE MD.

FILED

1964 AUG 14 AM 9:09

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

BOOK 156 PAG. 602

H. Allen Mezger, Assignee

vs.

Paul F. Cullison and

Jacquelyn M. Cullison, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 16531
Docket ..... Folio .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer

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

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

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

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

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

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: John P. Helmer
John P. Helmer *Affiant.* President

Subscribed and sworn to before me this 24th day of August 19 64

E. JANE RUSINEK NOTARY PUBLIC Anne Arundel County, Md.

Notary Public

E. Jane Rusinek
My commission expires May 3, 1965.

FILED
1964 AUG 26 AM 9:11

8

Jud. 14042. Assignee's BOND

BOOK 156 PAGE 603

BOOK 12 PAGE 492
Equity No. 16531
Bond - - No. 90-876383

Know all Men by these Presents:

THAT WE.....H. Allen Mezger.....

.....

of .....Suite 419, One North Charles, Baltimore, Maryland 21201.....

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of..Seventeen Thousand Nine Hundred and No/100 ($17,900.00).....*Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this*..14th.....*day of*.....August.....*in the year of our Lord nineteen hundred and*...sixty-four.....

WHEREAS, the above bounden.....H. Allen Mezger.....

by virtue of assignment of *a power contained in mortgage from*...Paul F. Cullison and Jacquelyn M. Cullison

.....

to ...Arundel Federal Savings and Loan Association of Baltimore City.....

.....

dated .....January 18, 1956.....*and recorded in Liber*.....GTC.....

No.....994..... *folio*.....499.....*etc., one of the Land Record Books of*.....

.....Anne Arundel County.....*is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said*.....H. Allen Mezger.....

.....*is about to execute the power vested* by assignment of power *in him in said mortgage;*

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

Signed, sealed and delivered in the presence of

Joyce W. Waltemeyer
Joyce W. Waltemeyer

L. Pill
L. Pill (As to Surety)

H. Allen Mezger .....[SEAL.]
H. Allen Mezger

.....[SEAL]

MARYLAND CASUALTY COMPANY

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

ATTEST:

Bond approved this 26th day of August, 1964
James H. Phipps, Clerk

FILED

1964 AUG 26 AM 9:12

MEZGER & MEZGER
Attorne
One North Charles
Baltimore 1, Maryland

Assignee's Mortgage Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

IMPROVED WITH A one family frame dwelling consisting of 8 rooms and 2 baths, oil heat, full basement, three car frame garage, situate on the southeasterly side of Askewton Road, known as Lots 416, 417, 118, 419 and southerly ½ of 415, Round Bay on the Severn, Third Election District, Anne Arundel County, Maryland, the improvements known as No. 107 Askewton Road.

Under and by virtue of the power of sale contained in the mortgage dated January 17th— 1956, from Paul F. Cullison and Jacquelyn M. Cullison, his wife, — said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 994, folio 499, and by long assignment, duly recorded, the undersigned as Assignee, will offer for sale at public auction on the premises on;

FRIDAY, SEPT. 4TH, 1964, AT 3:30 O'CLOCK P.M.

the following described property:

BEING KNOWN AND DESIGNATED As Lots Nos. Four Hundred Sixteen (416), Four Hundred Seventeen (417), Four Hundred Eighteen (418), Four Hundred Nineteen (419), and the southern one-half of Lot No. Four Hundred Fifteen (415) as shown on the Plat of Round Bay on the Severn filed among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-5, Plat 45, now Plat Book 12, folio 28.

No. 10

TERMS OF SALE: A cash deposit of 10 per cent of the purchase price will be required of purchaser at time and place of sale: balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of six per cent per annum from day of sale to day of settlement. Taxes and all other expenses to be adjusted to day of sale. Property transfer tax imposed by a local ordinance and costs for all revenue stamps to be paid for by purchaser.

H. ALLEN MEZGER,
Assignee

E. T. NEWELL CO., INC.
Auctioneers

S-3

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 156 PAGE 604

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 3, 1964

We hereby certify, that the annexed

Assignee's Sale
No. 16,531 Equity
Paul F. Cullison et al

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of September, 1964. The first insertion being made the 13th day of August, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 SEP -8 PM 3:28

By

Jud. 14042.
ASSIGNEE'S
BOND (Add'l) BOOK 156 PAGE 605 No 90-876383

Additional Bond No. 16,531 Eq.

Know all Men by these Presents:

BOOK 12 PAGE 518

THAT WE H. Allen Mezger

of Suite 419, One North Charles, Baltimore, Maryland 21201

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Four Hundred and No/100 ($2,400.00)(Additional)- - - - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 14th *day of* August *in the year of our Lord nineteen hundred and* sixty-four.

WHEREAS, the above bounden H. Allen Mezger

Assignment of
by virtue of a power contained in mortgage from Paul F. Cullison and Jacquelyn M. Cullison

to Arundel Federal Savings and Loan Association of Baltimore City

dated January 18, 1956 *and recorded in Liber* GTC *No.* 994 *folio* 499 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger

by assignment of power
in him/in said mortgage;

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

Signed, sealed and delivered in the presence of

Joyce W. Waltemeyer
Joyce W. Waltemeyer

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

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

ATTEST:

Barbara Berberich (Witness as to Surety)

Additional Bond approved this 14 day of September, 1964

Laura N. Phipps, Clerk

FILED
1964 SEP 14 AM 9:54

H. Allen Mezger,	*	IN THE
Assignee	*	CIRCUIT COURT
VS	*	FOR
Paul F. Cullison and	*	ANNE ARUNDEL COUNTY
Jacquelyn M. Cullison, his wife	*	Equity No. 16531

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from Paul F. Cullison and Jacquelyn M. Cullison, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property there described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the same by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Assignee, did, pursuant of said notice, on Friday, September 4th, 1964, at 3:30 p.m. attend on the premises and then and there sold at public auction, all those lots of ground situate in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Mary K. Harris, who was then and there the highest bidder, at and for the sum of Twenty Thousand Three Hundred and 00/100 ($20,300.00) Dollars, of which a deposit of Two Thousand Thirty and 00/100 ($2,030.00) Dollars, was made at time of sale, balance of the purchase price to bear interest at the rate of 6% per annum to be paid upon ratification of said sale and all expenses adjusted to date of sale. Property transfer tax imposed by a local ordinance and costs for all revenue stamps to be paid for by the purchaser.

H. Allen Mezger,
Assignee

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

FILED
1964 SEP 14 AM 9:54

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

I HEREBY CERTIFY, That on this 8th day of September, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city or county aforesaid, personally appeared H. Allen Mezger, Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

PEYTON PAUL PHILLIPS NOTARY PUBLIC BALTIMORE MD.

Peyton Paul Phillips

Peyton Paul Phillips - NOTARY PUBLIC

My commission expires May 3rd, 1965

EZGER & MEZGER
ATTORNEYS AND
UNSELLORS AT LAW
BALTIMORE, MD.

H. Allen Mezger, Assignee

vs.

Paul F. Cullison and Jacquelyn M. Cullison, his wife

BOOK 156 PAGE 608

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Equity NO. 16531

* * * * * * * * * *

CERTIFICATION

WE HEREBY CERTIFY, that on the fourth day of September, 1964, we sold at public auction for the highest price obtainable to Mary K. Harris,- - - - - - - - - - - the property described as follows:

BEING KNOWN AND DESIGNATED As Lots Nos. Four Hundred Sixteen (416), Four Hundred Seventeen (417), Four Hundred Eighteen (418), Four Hundred Nineteen (419), and the southern one-half of Lot No. Four Hundred Fifteen (415) as shown on the Plat of Round Bay on the Severn filed among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-5, Plat 45, now Plat Book 12, folio 28.

at and for the price of Twenty Thousand Three Hundred and 00/100 ($20,300.00) Dollars.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by JOHN M. MILLER, JR., its President.

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

By: John M. Miller, Jr. - - - President

I/We, the undersigned, hereby certify:
That I/We purchased the above described property at and for the price of $20,300.00

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

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

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

AS WITNESS our hand and seals this fourth day of September, 1964.

Mary K. Harris (SEAL)
Mary K. Harris

(SEAL)

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

I HEREBY CERTIFY, That on this fourth day of September, 1964, before me, the subscriber, a Notary Public of the State and city aforesaid, personally appeared JOHN M. MILLER, JR., President of E. T. Newell & Co., Inc., and Mary K. Harris- - - - - -

who made oath in due form of law that the matters and facts set forth above are true to their best knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Peyton Paul Phillips - - - Notary Public

PEYTON PAUL PHILLIPS NOTARY PUBLIC BALTIMORE MD.

My Commission Expires: May 3rd, 1965

FILED
1964 SEP 14 AM 9:54

12

ORDER NISI

H. Allen Mezger, Assignee

versus

Paul F. Cullison and
Jacquelyn M. Cullison, his wife

BOOK 156 PAGE 609

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,531 Equity

Ordered, this 14th day of September, 1964, That the sale of the property in these proceedings mentioned made and reported by H. Allen Mezger, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th 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 19th day of October next.

The report states that the amount of sale was $ 20,300.00.

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

H. Allen Mezger, Atty.
(Final Order)

For the Maryland Gazette (Sept. 17th Edition)

H. Allen Mezger, Assignee

versus

Paul F. Cullison and Jacquelyn M.
Cullison, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

O. Bowie Duckett
JUDGE.

FILED
1964 OCT 20 PM 12: 20

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,531 Equity
H. Allen Mezger, Assignee
versus
PAUL F. CULLISON and JACQUELYN M. CULLISON, his wife

Ordered, this 14th day of September, 1964, That the sale of the property in these proceedings mentioned made and reported by H. Allen Mezger, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th 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 19th day of October next.

The report states that the amount of sale was $20,300.00.

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

O-8

No. M. G. 4-3-93

16

OFFICE OF

Maryland Gazette

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

BOOK 156 PAGE 610

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1964

We hereby certify, that the annexed

Order Nisi Sale
Cap-16,531
Paul F. Cullison

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of October, 1964. The first insertion being made the 17th day of September, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1964 OCT 13 PM 2 18

In the Case of

H. ALLEN MEZGER, ASSIGNEE

VS.

PAUL F. CULLISON, ET UX

In the

Circuit Court

For

Anne Arundel County

No. 16,531 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 NOV -5 AM 11:42

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 23rd day of November, 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 NOV 23 PM 4:31

Dr. Mortgaged Real Estate of Paul F. Cullison and Jacquelyn M. Cullison, his wife

In Acct. with H. Allen Mezger, Assignee

				Cr.	
By	Amount of Sale, as per Assignee's Report of Sale filed			20,300 00	
By	Interest 6% on deferred payment $18270.00 from 9/4/64 to 10/28/64			165 40	
	Adjustment, taxes - 1964			116 42	
	Adjustment, water assessment - 1964			17 94	
	Adjustment, water charges			1 80	
					20,601 56
To	Assignee, for fee, viz	50 00			
To	Assignee, for commission, viz	639 00			
				689 00	
To	Assignee, for court costs, viz				
	Plaintiff's Solicitor appearance fee	10 00			
	Clerk, court costs	34 50			
	Auditor, this account	35 00			
				79 50	
To	Assignee, for expenses, vix				
	Capital-Gazette Press, Inc.				
	Advertising & Nisi - Sale	95 52			
	Sunpapers, Advertising - Sale	32 50			
	Maryland Casualty Co. - Bond	82 00			
	E. T. Newell & Co., Inc. auctioneers fee	567 50			
	Clerk- recording- Mortgage assignment	3 00			
	Clerk- recording -releases- Federal liens	3 75			
	1964 taxes	361 68			
	Water Bill to 9/22/64	21 60			
				1,167 55	
To	Arundel Federal Savings & Loan Assoc., Mortgagee in full, for Mortgage claim	11,506 80			
	Interest 6% on principal balance $11,108.10 from 9/1/64 to 11/20/64	92 57			
				11,599 37	
To	Robinson"s Inc. judgment creditor, on account of claim filed (Law A-1870)	7,066 14			
				7,066 14	
					20,601 56