Eq No 16,787

EX PARTE

IN THE MATTER OF
MILITARY SERVICE SAVINGS
AND LOAN ASSOCIATION, INC.

IN THE

CIRCUIT COURT
FOR
MONTGOMERY COUNTY

Equity No.: 24848

Eq. No. 16,787 Equity

ORDER

Upon the foregoing Petition, exhibits, and affidavits, it is, this 2nd day of November, 1961, by the Circuit Court for Montgomery County:

1. ADJUDGED, ORDERED AND DECREED that Earl Nash, Esq. be and he hereby is appointed receiver of Military Service Savings and Loan Association, Inc., with full power and authority to take charge and possession of all of its property, real and personal, tangible and intangible, all of its goods, chattels and equipment, and all of its books, papers and effects, including all monies in banks, investments, securities and claims due said association, with authority to take possession of said assets and property and to manage the same under the direction, supervision and further order of this Court;

2. Ordered Further, that Military Service Savings and Loan Association, Inc., its officers, directors and employees and all persons acting under its direction, shall deliver to said receiver any and all property, books, records and monies of the association in their possession or under their control;

3. Ordered Further, that the receiver is hereby authorized until the further order of this Court to continue, manage and operate the business of the association, and to appoint and employ such managers, agents, employees, servants, accountants and counsel as may in the judgment of the receiver be advisable or necessary in the management, conduct, control or custody of the receivership estate, and the receiver is hereby authorized to make such payments and disbursements out of the property and assets of the association in his possession as may be needful or

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proper for the preservation of the properties and business of the association subject to order of this Court.

4. Ordered Further, that the receiver shall retain possession and continue to discharge the powers and duties aforesaid until the further order of this Court in the premises, and shall from time to time apply to this Court for such other and further orders and directions as may be necessary or advisable for the due administration of the receivership; and the receiver is hereby vested, in addition to the powers aforesaid, with all the general powers of receivers in cases of this kind, subject to the direction of this Court, and the receiver shall from time to time or when directed by the Court render to the Court reports of his proceedings and accountings with respect to all monies received and disbursed by him or his agent;

5. Ordered Further, that the receiver give bond in the sum of one hundred thousand dollars ($100,000.00), conditioned that he will well and truly perform the duties of his office and duly account for all monies and property which may come into his hands, and abide and perform all things which he shall be directed to do by this Court; said bond to be with sufficient surety or sureties approved by this Court and to be filed forthwith in the office of the Clerk of this Court;

6. Ordered Further, that a copy of this order by mailed by the receiver to each known stockholder, free shareholder, director and creditor of the association.

7. Ordered Further, that Military Service Savings and Loan Association, Inc. show cause on or before the 4th day of December, 1961 why the charter of said association should not be forfeited and the association thereby dissolved pursuant to Article 23, Section 84, of the Annotated Code of Maryland (1957 Ed.), provided that a copy of this Order be served on said association on or before the 4th day of November, 1961.

Thomas M. Anderson
Ralph G. Shure
JUDGES

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND
SITTING AS A COURT OF EQUITY

EX PARTE in the matter of :
:
MILITARY SERVICE SAVINGS AND : Equity No. 24,848
LOAN ASSOCIATION, INC. :

No 16,787

PETITION FOR LEAVE TO FORECLOSE
MORTGAGE AND DEEDS OF TRUST

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., by Charles W. Woodward, Jr., his Solicitor, respectfully represents:

1. That among the assets of said Association is a mortgage (designated as Loan #1026) dated June 30, 1961, from The Grey Dawn Development Company, Inc., a body corporate, to Military Service Savings and Loan Association, Inc., a body corporate of the State of Maryland, recorded July 12, 1961 among the Land Records for Anne Arundel County, Maryland, in Liber 1490, page 218, securing said Association in the original sum of $72,000.00.

2. That the said mortgage conveys all those lots situate, lying and being in the Third Election District, Anne Arundel County, Maryland, being known and designated as Lots 70 through 77 inclusive; 81 through 88 inclusive; 106 through 112 inclusive; 114 through 120 inclusive; 129 through 132 inclusive, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley" recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 45; also a community beach lot containing 0.87 acres, more or less, and Lot C containing 0.89 acres, more or less, as shown on a plat entitled "Revised Plat part of Beechwood on the Burley" recorded in Plat Book 30, folio 98.

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3. That Lots 118, 120 and 129, and Lot C as described above, have been heretofore released from said mortgage.

4. That the Receiver also has three notes secured by deeds of trust representing construction loans on three of the above described lots as follows:

(a) (Loan CL-1) Deed of trust dated July 25, 1961 from The Grey Dawn Development Company, Inc., a corporation, to Eric Smith and Nicholas Grande, Trustees, recorded October 18, 1961 among the Land Records for Anne Arundel County, Maryland, in Liber 1516 at folio 351, securing Military Service Savings and Loan Association, Inc. in the sum of $15,750.00; that the property securing said loan is located in the Third Election District, Anne Arundel County, Maryland, described as Lot numbered 130, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley", which plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 25, folio 45.

(b) (Loan CL-2) Deed of trust, undated, from The Grey Dawn Development Company, Inc., a corporation, to Eric Smith and Nicholas Grande, Trustees, recorded October 18, 1961 among the Land Records for Anne Arundel County, Maryland, in Liber 1516 at folio 359, securing Military Service Savings and Loan Association, Inc. in the sum of $15,750.00; that the property securing said loan is located in the Third Election District, Anne Arundel County, Maryland, described as Lot numbered 131, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley", which plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 25, folio 45.

(c) (Loan CL-4) Deed of trust dated August 25, 1961 from The Grey Dawn Development Company, Inc., a corporation, to Eric Smith and Nicholas Grande, Trustees, recorded October 18, 1961 among the Land Records for Anne Arundel County, Maryland, in Liber 1516 at folio 355, securing Military Service Savings and Loan Association, Inc. in the sum of $15,750.00; that the property securing said loan is located in the Third Election District, Anne Arundel County, Maryland, described as Lot numbered 132, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley", which plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 25, folio 45.

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5. That default having occurred in the payment of principal and interest under the terms of said mortgage and deeds of trust, the Receiver desires to institute foreclosure proceedings in Anne Arundel County, Maryland, on any one or more or said instruments, and to execute, acknowledge and record all instruments necessary to institute such foreclosure proceedings.

6. That your Petitioner further desires to employ competent legal counsel in Anne Arundel County as may be necessary to institute said foreclosure proceedings, upon such terms and conditions as your Petitioner, in his discretion, may deem necessary and proper.

WHEREFORE, YOUR PETITIONER PRAYS:

1. That he be authorized to institute the necessary legal proceedings to foreclose any one or more of the abovementioned deeds of trust or mortgage and to pay the necessary costs and expenses thereof from the receivership funds.

2. That he be authorized to execute, acknowledge and record all instruments that might be necessary to institute such proceedings.

3. That he be authorized to employ competent legal counsel in Anne Arundel County in connection with said foreclosure proceedings, upon such terms and conditions as he might deem necessary and proper.

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

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Earl A. Nash
Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc.

Charles W. Woodward, Jr.
Charles W. Woodward, Jr.
Solicitor for Receiver
14-16 South Perry Street
Rockville, Maryland
POplar 2-3926

STATE OF MARYLAND

COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 19th day of March, 1964, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., and made oath in due form of law that the matters and things as set forth in the aforegoing Petition are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial seal.

Martha L. Obenchine
Notary Public

ORDER OF COURT

Upon consideration of the aforegoing Petition and Affidavit, it is, thereupon, this 19th day of March, 1964, by the Circuit Court for Montgomery County, Maryland, sitting as a Court of Equity, ORDERED, that Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., be, and he is hereby, authorized to institute and prosecute all necessary legal proceedings in any Court of competent jurisdiction, for the purpose of foreclosing any one or more deeds of trust and mortgage described in the aforegoing Petition, and to pay the necessary costs and expenses of such legal proceedings from the receivership funds; and

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It is further ORDERED that Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc. shall execute, acknowledge and record and/or file any and all instruments necessary to carry such foreclosure proceedings into effect; and

It is further ORDERED that Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., be, and he is hereby, authorized to employ competent legal counsel in

Anne Arundel County, Maryland, to represent the interest of Military Service Savings and Loan Association, Inc. in such jurisdiction, in connection with said foreclosure proceedings, upon such terms and conditions as the Receiver, in his discretion, may deem necessary and proper.

Judges of the Circuit Court for
Montgomery County, Maryland

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No. 16,787 Equity

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND
SITTING AS A COURT OF EQUITY

EX PARTE in the matter of	:	
	:	
MILITARY SERVICE SAVINGS AND LOAN ASSOCIATION, INC.	:	Equity No. 24,848
	:	

PETITION FOR RATIFICATION OF CONTRACT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., by Charles W. Woodward, Jr., his Solicitor, respectfully represents:

1. That by Order of this Court dated March 19, 1964, your Petitioner was authorized to institute and prosecute all necessary legal proceedings for the purpose of foreclosing the following deeds of trust:

(a) (Loan CL-1) Deed of trust dated July 25, 1961 from The Grey Dawn Development Company, Inc., a corporation, to Eric Smith and Nicholas Grande, Trustees, recorded October 18, 1961, among the Land Records for Anne Arundel County, Maryland, in Liber 1516 at folio 351, securing Military Service Savings and Loan Association, Inc. in the sum of $15,750.00; that the property securing said loan is located in the Third Election District, Anne Arundel County, Maryland, described as Lot numbered 130, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley", which plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 25, folio 45.

(b) (Loan CL-2) Deed of trust, undated, from The Grey Dawn Development Company, Inc., a corporation, to Eric Smith and Nicholas Grande, Trustees, recorded October 18, 1961 among the Land Records for Anne Arundel County, Maryland, in Liber 1516 at folio 359, securing Military Service Savings and Loan Association, Inc. in the sum of $15,750.00; that the property securing said loan is located in the Third Election District, Anne Arundel County,

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Maryland, described as Lot numbered 131, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley", which plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 25, folio 45.

2. That the foreclosure sales were held on July 21, 1964; that your Petitioner was the highest bidder at $7,000.00, for the property described under paragraph 1 (a) above; that your Petitioner was the highest bidder at $6,500.00, for the property described under paragraph 1 (b) above; that the deeds to both lots, with improvements thereon, have been executed and recorded among the Land Records for Anne Arundel County, Maryland.

3. That subsequent to said sale, your Petitioner listed said property for sale with Frank W. Wilde, real estate broker in Anne Arundel County; that your Petitioner has executed a contract of sale, dated September 28, 1964, for the sale of both lots, with improvements thereon, to C. Maurice Weidemeyer, for a total cash price of $24,000.00, a copy of said contract of sale being attached hereto marked Exhibit "A", and prayed to be made a part hereof.

4. Inasmuch as the contract price substantially exceeds the highest bid at the foreclosure sale, and is the best offer that has been received, your Petitioner desires that said contract of sale be ratified.

WHEREFORE, YOUR PETITIONER PRAYS:

1. That the contract of sale, dated September 28, 1964, between Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., and C. Maurice Weidemeyer, described in the aforegoing Petition, be ratified and confirmed.

2. That he be authorized to pay the necessary costs and expenses involved in said sale, and to execute, acknowledge and deliver all instruments that might be necessary to convey the

title to said property to the contract purchaser.

3. And for such other and further relief as the case may require.

Earl A. Nash
Earl A. Nash, Receiver for Military
Service Savings and Loan Association, Inc.

Charles W. Woodward
Charles W. Woodward, Jr.
Solicitor for Receiver
14-16 South Perry Street
Rockville, Maryland
POplar 2-3926

STATE OF MARYLAND

COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 30th day of October, 1964, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., and made oath in due form of law that the matters and things as set forth in the aforegoing Petition are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial seal.

Martha L. Venzine
Notary Public

ORDER OF COURT

Upon consideration of the aforegoing Petition, affidavit and exhibit, it is, thereupon, this 30th day of October, 1964, by the Circuit Court for Montgomery County, Maryland, sitting

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as a Court of Equity, ORDERED, that the contract of sale, dated September 28, 1964, between Earl A. Nash, Receiver, as seller, and C. Maurice Weidemeyer, purchaser, covering Lots 130 and 131, with improvements thereon, as shown on plat entitled "Plat 2, Addition to Beechwood on the Burley", recorded among the Land Records for Anne Arundel County, Maryland, in Plat Book 25, folio 45, be, and it is hereby, ratified and confirmed; and

It is further ORDERED that Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., shall pay the settlement costs and expenses as set forth in said contract of sale, and shall execute, acknowledge and deliver any and all deeds or other instruments necessary to convey the property described in said contract of sale to the contract purchaser.

Judges of the Circuit Court for
Montgomery County, Maryland

State of Maryland, Montgomery County, to wit:

I hereby certify that the foregoing is a full, true and correct copy of an Order of Court Appointing Earl Nash, Receiver, &c, Petition & Order of Court Authorizing Receiver to institute foreclosure proceedings &c.&Petition & Order Ratifying Sale to C. Maurice Weidemeyer &c. filed in No. 24848 Equity, truly taken and copied from the record of proceedings in the Circuit Court for Montgomery County, Maryland, sitting as a Court of Equity, in the foregoing cause.

I further certify that Bond in the amount of $100,000.00 was approved and filed Nov. 2, 1961.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of the Circuit Court for Montgomery County, Maryland, this 16th day of November A.D., 1964.

Clerk of the Circuit Court for
Montgomery County, Maryland.

BOOK 157 PAGE 13

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
IN EQUITY

GEORGE C. PENDLETON DANIEL M. LYONS, Trustees 1305 University Boulevard East Hyattsville, Maryland Plaintiffs vs MCCALL DEVELOPERS, INC., (a Maryland Corporation); McALLAN CONSTRUCTION COMPANY, INC. (a Maryland Corporation); McALLAN ENTERPRISES, INC., (a MarylandCorporation) 145 Main Street Annapolis, Maryland; and JAMES W. McCROCKLIN and ELVIRA D. McCROCKLIN, his wife 5375 Edgewater Drive Ewa, Oahu, Hawaii Defendants	Equity Case No. 14812

Mr. George T. Cromwell, Clerk:

Please docket the above entitled suit and file therein the original of the deed of trust from the defendant to the plaintiffs and the statement of the amount of the debt secured thereby remaining due and payable , made under oath, handed you herewith. We will appreciate your advising us of the Equity Case Number when docketed.

NYLEN, GILMORE & SIMPSON

By: John D. Gilmore, Jr.

John D. Gilmore, Jr.
Attorneys for the Trustees
1305 University Boulevard East
Hyattsville, Maryland
(HEmlock 9-1200)

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LAW OFFICES, NYLEN, GILMORE & SIMPSON

FORM 302A

BOOK 157 PAGE 14

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BOOK 1365 PAGE 451

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This Deed of Trust

14,312 Equity

Made this 19th *day of* January *, A. D., 19*60*, by and between* McCALL DEVELOPERS, INC., a Maryland Corporation, McALLAN CONSTRUCTION COMPANY, INC., a Maryland Corporation and McALLAN ENTERPRISES, INCORPORATED, a Maryland Corporation, and JAMES W. McCROCKLIN and ELVIRA D. McCROCKLIN, his wife
party of the first part, and

GEORGE C. PENDLETON and DANIEL M. LYONS *Trustee, party of the second part,*

Whereas, *the party of the first part stands justly indebted unto* INVESTOR SERVICE, INC. in the full sum of EIGHTY SEVEN THOUSAND AND NO/100 ($87,000.00) DOLLARS, being money loaned on the hereinafter described property for which amount some of the parties of the first part have executed and delivered their one certain promissory note bearing even date with these presents and bearing interest at the rate of six (6%) per centum per annum until paid, payable semi-annually and at maturity. Each installment of interest to bear interest after maturity, if not then paid, at the rate aforesaid. Said principal and interest shall be due and payable in full on or before one (1) year from date hereof.

This Deed of Trust is subject to the terms and conditions set forth in a Land Development Loan Agreement executed by the parties hereto on January 19, 1960.

Portions of the herein described land may be released from the effect and operation of the lien of this Deed of Trust according to the terms and conditions set forth in the Land Development Loan Agreement hereinabove referred to.

That the holder of the indebtedness hereby secured has the irrevocable power to substitute without cause or notice, a Trustee or Trustees in the place of any Trustee serving under this deed by filing for record in the office where this deed is recorded a 'Deed of Appointment'; said substituted Trustee (s) shall be vested with the same title and powers as are granted herein to the parties of the second part.

Said note has been identified by the Notary Public taking the acknowledgment to these presents as witness his notation and seal on the same.

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

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FORM 302B

BOOK 157 PAGE 15

BOOK 1365 PAGE 452

Now, Therefore, This Indenture Witnesseth, *that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents is hereby acknowledged, has granted, and does hereby grant unto the party of the second part, as trustees, the following described land and premises; with the improvements, easements, rights, ways and appurtenances thereunto belonging, situate and lying in the* State of Maryland, County of Anne Arundel, *known and distinguished as:*

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

All of Parcel 1, according to a plat recorded prior hereto. BEGINNING at a point in the Southerly line of Saltworks Creek and being in the Westerly line of Stallings; thence with the Westerly line of Stallings, South 27° 55' 50" East 206.65 feet; South 5° 07' 50" East 133.90 feet; South 12° 44' 50" East 94.90 feet, and South 1° 27' 10" West 100.00 feet; thence through the property of the McAllan Enterprises, North 88° 32' 50" West 70.00 feet; North 41° 01' 50" West 259.85 feet; South78° 00' 00" West190.00 feet; South 41° 00' 00" West 120.00 feet; North 75° 00' 00" West 160.00 feet and North 26° 36' 50" West 113.96 feet to a point in the center line of a branch leading to Saltworks Creek; thence across the headwaters of Saltswork Creek North 62° 59' 30" East 655.00 feet to the point and place of beginning and containing 4.02782 acres of ground as shown upon a Plat prepared by B. Calvin Burns, Certified Land Surveyor, Arlington, Virginia, and dated March 30, 1959.

Being the same lot and parcel of ground conveyed to one of the parties of the first part hereto, by deed dated the 7th day of April, 1959 and duly recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1286 folio 356, and the same being duly confirmed by deed dated the 8thday of December, in the year 1959, being recorded immediately prior hereto, from Selma W. Allan, widow, to McAllan Enterprises, Inc., wherein errors of description were corrected and Plats referred to were therein included, to correct the failure to include the same in the aforementioned deed.

All of Parcel 2, according to a plat recorded prior hereto. BEGINNING at a found stone marking an angle point in the line of Severn Grove Subdivision, and marking the Southeast corner of the property being described; thence with the Northerly line of Severn Grove Subdivision and the Northerly line of Woelfel, South 80° 35' 50" West 1380.63 feet; thence through the property of McAllan Enterprises, North 22° 26' 50" West 607.59 feet; North 43° 30' 00" East 160.00 feet; due East 160.00 feet; due North 90.00 feet; North 70° 30' 00" East 190.00 feet; North 02° 15' 00" East 480.00 feet; North 21° 30' 00" West 200.00 feet; North 15° 00' East 50.00 feet; North 41° 00' 00" East 120.00 feet; North 78° 00' 00" East 190.00 feet; South 41° 01' 50" East 259.85 feet and South 88° 32' 50" East 70.00 feet to a point in the Westerly line of Stallings; thence with the Westerly line of Stallings; South 1° 27' 10" West 54.10 feet; South 02° 33' 50" East 102.50 feet; South 04° 56' 50" East 192.70 feet; South 32° 22' 50" East 259.30 feet; South 14° 03' 50" East 358.80 feet; and with the Westerly line of Smith South 81° 56' 50" East 213.20 feet and South 50° 44' 50" East 226.30 feet to a point in the Westerly line of the aforementioned Severn Grove Subdivision; thence with the Westerly line of the Severn Grove Subdivision, South 16° 42' 00" East 170.40 feet to the point and place of beginning and containing 29.49702 acres of ground as shown upon a Plat prepared by B. Calvin Burns, Certified Land Surveyor, Arlington, Virginia and dated March 30, 1959.

Being the same lot and parcel of ground conveyed to McAllan Construction Company No. 1 Inc., by deed dated the 7th day of April, 1959, and duly recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1286 folio 358,

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which deed was subsequently corrected for defects apparent therein by Confirmatory deed dated the 8th day of December, 1959, which said deed was duly recorded among the Land Records prior hereto this date, from Selma W. Allan, widow, to McAllan Construction Company No. 1 Inc.

All of Parcel 3, according to a plat thereof recorded prior hereto. BEGINNING at a point in the Northerly line of Woelfel and marking the Southwest corner of Parcel No. 2 McAllan Enterprises; thence with the Northerly line of Woelfel and Kirchner, South 80° 35' 50" West 830.00 feet to a point on the Easterly line of Wyckof; thence with the Easterly line of Wyckof and down the center line of the branch leading to Saltworks Creek, North 01° 39' 10" West 58.00 feet; North 25° 50' 50" East 387.00 feet; North 16° 09' 10" West 511.00 feet; North 18° 20' 50" East 132.00 feet; North 22° 39' 10" West 66.00 feet; North 37° 20' 50" East 181.00 feet; North 25° 20' 50" East 396.00 feet; and North 62° 59' 30" East 526.01 feet; thence through the property of the McAllan Enterprises, South 26° 36' 50" East 113.96 feet; South 75° 00' 00" East 160.00 feet; South 15° 00' 00" West 50.00 feet; South 21° 30' 00" East 200.00 feet; South 02° 15' 00" West 480.00 feet; South 70° 30' 00" West 190.00 feet; due South 90.00 feet; due West 160.00 feet; South 43° 30' 00" West 160.00 feet; and South 22° 26' 50" East 607.59 feet to the point and place of beginning and containing 27.68751 acres of ground as shown upon a Plat prepared by B. Calvin Burns, Certified Land Surveyor, Arlington, Virginia and dated March 30, 1959.

All that fourth parcel of land and ground situate in the Second Election District of Anne Arundel County, being the same parcel of ground obtained by James W. McCrocklin from Harold C. Thorne et al by deed dated 13th of August, 1959, said deed being recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1353 folio 379, being part of "Hockley in the Hole Enlarged", and part of Lot No. 3 awarded Essex Dorsey as assignee of Caleb, in the division of the estate of Richard Dorsey of Caleb, as divided in the proceedings in the cause of John S. Sellman, et al, versus Essex R. Dorsey, et al, in the Court of Chancery, July 21, 1848, (11,243) Land Office Files, and described as follows (with exception therefrom of a tract heretofore conveyed to Henry S. Ripple and wife, by deed dated August 31, 1921, recorded September 1, 1921, in Liber W.N.W. No. 49, folio 53, one of ;the Land Records of said County); BEGINNING for the same at a post and stone set at the end of the sixth line of Lot No. 2, allotted to Vachel C. Dorsey, and running reverse to the 22nd line of Lot No. 1, North 52° East 60.4 perches to a post in a marsh and at the end of the 20th line of Lot No. 1; thence still reverse of Lot No. 1, South 39° East 7 perches to a post; South 64° East 54.8 perches to a chestnut post, the end of line No. 19 of said Lot No. 1; thence leaving said Lot No. 1 and running North 16° 15' East 7 perches to a chestnut stake at the end of the 24th line of the whole tract; thence North 44° West 12 perches to a stake; North 26° 30' West 10.2 perches to a stake near a maple tree marked with 2 blazes and 4 notches; thence North 12½° East 8 perches to a stake Southwest ½ perch from a willow tree marked with 1 blaze and six notches; still with the outlines of the whole tract North 51° 30' East 14 perches North 6° East 15 perches, North 38° East 13 perches to a stake; North 60° 30' East 69½ perches to a chestnut post on the shore, South side of "Underwoods Creek"; thence North 20° 30' East 7.8 perches to another stake on the South shore of said Creek; thence North 42° 15' West 17.3 perches to a stake on the North shore of said Creek, near a holly tree; thence along and with said shore South 28° 45' West 10 perches to a post; South 39° 30' West 4 perches, South 55° West 4 perches South 82° 30' West 8 perches to a post, South 47° West 8 perches to a stone; thence North 58° 15' West 130 perches to a stone planted by agreement between Caleb Dorsey of Thomas and Richard Dorsey of Caleb; thence South 46° 30' West 3½ perches, North 46° West 5 perches, South 43° 30' West 3 perches; thence North 77° 45' West 117½ perches to the place agreed upon by the aforesaid Dorseys as the spot or place for the stone; thence up Hockley Branch the two following courses; South 4° 45' West 5 perches, South 36° 30' West 7 perches to a post in a marsh or meadow and the end of the 43rd line of the whole tract, and also the

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the end of the 10th line of Lot No. 2, allotted to Vachel C. Dorsey; thence reverse of Lot No. 2, South 24° 30' East 68 perches to a chestnut post, South 37° 30' West 14 perches to a post near three black oaks; South 43° 15' East 80.4 perches to a chestnut post, South 24° 30' East 60 perches to the beginning stone and post, containing 154 acres of land, more or less and by a more recent survey made by J. Carsone Boush, County Surveyor, August 29, 1914, 168 acres more or less. Being the tract of land which was conveyed to Maude Agnes Myers by deed from Sarah B. Temple, June 8, 1927, recorded in Liber F.S.R. No. 14, folio 291, afterwards conveyed to Charles E. Bonner, of Goshen, Indiana, unmarried, October 30, 1939 and recorded November 9, 1939 in Liber J.H.H. No. 210, folio 51; and reconveyed to the said Maude Agnes Myers by the said Charles E. Bonner, unmarried, November 2, 1939. EXCEPTING, however, from conveyance, that portion of the said tract which is divided from the main body of the said tract of land by the head waters of Underwood Creek and Cabin Branch, said excepted portion being described as follows: BEGINNING for the same on the Southernmost line of land of Sarah B. Temple and the Northernmost line of the said Ripple and wife, at a point on the end of the said Ripple's wharf, and running thence with said line, in an Easterly direction, two hundred and fifty-three feet to a cedar post at the base of a hill on the waters edge; thence continuing the said line one hundred and thirty feet to a post on the top of a hill adjoining a blazed oak tree; thence with the line of Sarah B. Temple leading to a holly tree ninety-eight feet to a cedar post at the base of a hill and on low water mark; with the rights and privileges of the head waters of the creek in common with others, said excepted portion as above described being the tract conveyed by Sarah B. Temple, widow to Henry S. Ripple and Elvira D. J. Ripple, his wife, as tenants by the entirety, by deed dated August 31, 1921, recorded September 1, 1921 in Liber W.N.W. No. 49 folio 53, one of the Land Records of Anne Arundel County, Maryland.

It is further agreed that in the event of default in the payment of any installment of interest or principal when and as the same shall become due and payable or upon the happening of any one of the following events then and in that event the unpaid principal balance together with accrued interest thereon shall at the option of the holder of the note secured hereby become due and payable:

(a) The filing of a petition in bankruptcy by or against Borrower, or the appointment of a receiver, or assignment of assets for the benefit of creditors.

(b) The recording of a mechanics' or materialmen's lien against the subject premises which shall remain unsatisfied of record for more than ninety (90) days.

(c) The recording of a judgment against the Borrower unless said judgment has been, or shall be, within a period of thirty (30) days, subject to bona fide litigation contesting its validity.

(d) The Borrower's failure to perform any construction on the subject premises for more than sixty (60) days, unless said stoppage shall have been caused by an act of God, and

(e) The failure of the Borrower to comply with any of the terms, conditions, or representations contained in the development loan agreement, hereinabove referred to.

In and Upon the Trusts, Nevertheless *hereinafter declared; that is to say: IN TRUST to permit the said party of the first part to use and occupy the said described land and premises and the rents, issues, and profits thereof, to take, have, and apply to and for his sole use and benefit, until default be made in the payment of the said promissory note hereby secured or any instalment 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 the said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half commissions and expenses, at any time before the sale hereinafter provided for to release and reconvey unto and at the cost of the said party of the first part, the said described premises.*

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

And Upon This Further Trust, *upon any default or failure being made in the payment of the said note or of any instalment 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 party of the second part or the trustee acting in the execution of this trust shall have the power and it shall be their duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the party of the second part or the trustee acting in the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost of, the purchaser thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale: FIRSTLY, to pay all proper costs, charges and expenses, including all fees and costs herein provided for, and all moneys advanced for taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission of Five (5) per centum on the amount of said sale; SECONDLY, to pay whatever may remain unpaid of said note(s) whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note(s) shall, upon such sale being made before the maturity of said note(s), be and become immediately due and payable at the election of the holder thereof; and, to pay the remainder of said proceeds, if any there be, to said party of the first part upon the delivery and surrender to the purchaser, his heirs or assigns, of possession of the premise so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.*

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FORM 302E

BOOK 157 PAGE 19

BOOK 1365 PAGE 456

And *the said party of the first part does hereby agree at his 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 and other hazards in the full sum of the indebtedness secured hereby, in the name and to the satisfaction of the party of the second part, or substituted trustee, in such insurance company or companies as the said party 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 expense 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 party of the first part covenants that he will warrant specially the land and premises hereby conveyed, and that he will execute such further assurances of said land as may be requisite or necessary.*

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

IN WITNESS WHEREOF, the said corporate grantors have caused their corporate seals to be hereto affixed and these presents to be executed in their corporate names by James W. McCrocklin, their President, attested by Elvira D. McCrocklin, their Secretary, as of the day and year first above written, in pursuance of resolutions duly adopted for that purpose by their Stockholders and Board of Directors, respectively, and James W. McCrocklin and Elvira D. McCrocklin have hereunto set their hands and seals.

McCALL DEVELOPERS, INC.

Attest: Elvira D. McCrocklin
Elvira D. McCrocklin, Secretary

By: James W. McCrocklin
James W. McCrocklin, President

McALLAN CONSTRUCTION COMPANY, INC.

Attest: Elvira D. McCrocklin
Elvira D. McCrocklin, Secretary

By: James W. McCrocklin
James W. McCrocklin, President

McALLAN ENTERPRISES, INCORPORATED

Attest: Elvira D. McCrocklin
Elvira D. McCrocklin, Secretary

By: James W. McCrocklin
James W. McCrocklin, President

Signed, sealed and delivered in the presence of:

William H. Bergman
WILLIAM H. BERGMAN.

James W. McCrocklin
JAMES W. McCROCKLIN

Elvira D. McCrocklin
ELVIRA D. McCROCKLIN

BOOK 157 PAGE 20

BOOK 1365 PAGE 457

STATE OF MARYLAND) to wit:
COUNTY OF PRINCE GEORGE'S

On this 19th day of January, 1960, before the undersigned officer, personally appeared JAMES W. McCROCKLIN, who acknowledged himself to be the President of McCall Developers, Inc., McAllan Construction Company, Inc. and McAllan Enterprises, Incorporated, corporations, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporations by himself as such officer.

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

William H. Bergman, Notary Public

My commission expires: May 1, 1961

STATE OF MARYLAND) to wit:
COUNTY OF PRINCE GEORGE'S

On this 19th day of January, 1960, before me, the undersigned officer, personally appeared JAMES W. McCROCKLIN and ELVIRA D. McCROCKLIN, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they have executed the same for the purposes therein contained.

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

William H. Bergman, Notary Public

My commission expires: May 1, 1961

Rec'd for record Jan. 22, 1960 at 10:14 A.M. 17.50
Mailed to Investor Services, Inc.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
IN EQUITY

GEORGE C. PENDLETON and DANIEL M. LYONS, Trustees Plaintiffs	:	
vs	:	Equity Case No. 14312
McCALL DEVELOPERS, INC., ET AL Defendants	:	

STATEMENT OF DEED OF TRUST DEBT

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S) to wit:

I, JOHN D. GILMORE, JR., as Agent of Investor Service, Inc., do depose and say:

1. That Investor Service, Inc., is the holder of that certain promissory note dated January 19, 1960, described in and secured by that certain deed of trust dated January 19, 1960, from McCall Developers, Inc., a Maryland Corporation, et al to George C. Pendleton and Daniel M. Lyons, Trustees, recorded among the Land Records of Anne Arundel County, Maryland, in Book 1365 at Page 451.

2. That the amount remaining due on account of said promissory note is the full principal sum of Eighty-seven Thousand and no/100 ($87,000.00) Dollars plus interest on that amount from February 20, 1961, at the rate of six (6%) per centum per annum.

John D. Gilmore, Jr.

John D. Gilmore, Jr.

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 3rd day of April, 1961, personally appeared JOHN D. GILMORE, JR., and made oath in due form of law that the matters and facts stated in the aforegoing affidavit are true and correct to the best of his knowledged, information and belief.

Witness my hand and official seal.

William H. Bergman, Notary Public

My commission expires: May 1, 1961

FILED
1961 APR -4 AM 11:41

LAW OFFICES, NYLEN, GILMORE & SIMPSON

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND,
IN EQUITY

GEORGE C. PENDLETON and DANIEL M. LYONS, Trustees,	:	
Plaintiffs,	:	
-vs-	:	Equity Case No. 14, 312
McCALL DEVELOPERS, INC., (a Maryland corporation), et al	:	
Defendants.	:	

MR. GEORGE T. CROMWELL, CLERK:

Please approve the enclosed Bond as to amount and surety and file in above equity case. Amount of said bond enclosed herein is, Eighty-seven Thousand Dollars ($87,000.00) and The Travelers Indemnity Company is the surety.

NYLEN, GILMORE & SIMPSON

By: John D. Gilmore Jr.

John D. Gilmore, Jr.,
Attorneys for the Trustees
1305 University Boulevard East
Hyattsville, Maryland
(HEmlock 9-1200)

Dated: May 9, 1961.

LAW OFFICES, NYLEN, GILMORE & SIMPSON

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BOOK 157 PAGE 23 LIBER 10 PAGE 591

The Travelers Indemnity Company

Hartford, Connecticut

No. 14,312 Equity

(A STOCK COMPANY)

Bond No. 940542

Trustee Under Deed of Trust

KNOW ALL MEN BY THESE PRESENTS, That we George C. Pendleton and Daniel M. Lyons, Trustees

of Washington, D. C.

and THE TRAVELERS INDEMNITY 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 Eighty-Seven Thousand and no/100 - - - - - - - - - - - - - - ($87,000.00) Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 8th day of May, in the year of our Lord one thousand nine hundred and sixty-one.

WHEREAS, BY DEED OF TRUST, dated the 19th day of January, nineteen hundred and sixty, and left to be recorded among the land Records of Anne Arundel County on the 22nd day of January, 19 60, in liber GTC No. 1365, Folio 451 McAllan Construction Company, Inc., et al. did grant, bargain and sell, assign and transfer unto George C. Pendleton and Daniel M. Lyons

Trustees, as therein named their (personal representatives) heirs, executors, administrators and assigns, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound George C. Pendleton and Daniel M. Lyons, Trustees

shall faithfully perform the trust reposed in them by said Deed of Trust, or to be reposed in them by any decree of the Circuit Court for Anne Arundel County, Maryland in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS, the hand and seal of the said George C. Pendleton and Daniel M. Lyons, Trustees

and the signature of the said THE TRAVELERS INDEMNITY COMPANY by its Attorney-in-Fact, and its corporate seal hereunto affixed.

Signed, sealed and delivered in the presence of

Charles Boyce

George C. Pendleton (SEAL)

Daniel M. Lyons (SEAL)

THE TRAVELERS INDEMNITY COMPANY

By Robert B. Farrel, *Attorney-in-Fact.*

Bond approved this 10 day of May, 1961

George T. Cromwell, Clerk

FILED

1961 MAY 10 PM 3:12

S-745 PRINTED IN U.S.A. 9-29

Trustees' Sale

Valuable unimproved real estate suitable for waterfront development located in Anne Arundel County, Maryland, situated North of Severn Grove Road at the intersection of Severn Drive with frontage on Saltworks Creek in the Second Election District.

By virtue of the power and authority contained in a Deed of Trust from McCall Developers, Inc., a Maryland Corporation, McAllan Construction Company, Inc., a Maryland Corporation, McAllan Enterprises Incorporated, a Maryland Corporation and James W. McCrocklin and Elvira D. McCrocklin, his wife to the undersigned Trustees, dated January 19, 1960 and recorded among the Land Records of Anne Arundel County, Maryland, on January 22, 1960 in Liber GTC - 1365, Folio 451 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 at the front entrance of the Court House of the Circuit Court of Anne Arundel County, Annapolis, Maryland on

Tuesday, May 16, 1961, at 11:00 A. M.

property secured by said Deed of Trust described as follows:

All those four pieces, parcels or tracts of land situate lying and being in the Second Election District of Anne Arundel County, Maryland, being more particularly described as follows:

PARCEL I being all of Parcel 1, according to a plat recorded prior hereto. BEGINNING at a point in the Southerly line of Saltworks Creek and being in the Westerly line of Stallings; thence with the Westerly line of Stallings, South 27 degrees 55' 50" East 206.65 feet; South 5 degrees 07' 50" East 133.90 feet; South 12 degrees 44' 50" East 94.90 feet, and South 1 degree 27' 10" West 100.00 feet; thence through the property of the McAllan Enterprises, North 88 degrees 32' 50" West 70.00 feet; North 41 degrees 01' 50" West 259.85 feet; South 78 degrees 00' 00" West 190.00 feet; South 41 degrees 00' 00" West 120.00 feet; North 75 degrees 00' 00" West 160.00 feet and North 26 degrees 36' 50" West 113.93 feet to a point in the center line of a branch leading to Saltworks Creek; thence across the headwaters of Saltworks Creek North 62 degrees 59' 30" East 655.00 feet to the point and place of beginning and containing 4.02782 acres of ground as shown upon a Plat prepared by B. Calvin Burns, Certified Land Surveyor, Arlington, Virginia, and dated March 30, 1959.

Being the same lot and parcel of ground conveyed to one of the parties of the first part hereto, by deed dated the 7th day of April, 1959 and duly recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1286 folio 356, and the same being duly confirmed by deed dated the 8th day of December, in the year 1959, from Selma W. Allan, widow, to McAllan Enterprises, Inc., wherein errors of description were corrected and Plats referred to were therein included to correct the failure to include the same in the aforementioned deed.

PARCEL II being all of Parcel 2, according to a plat recorded prior hereto. BEGINNING at a found stone marking an angle point in the line of Severn Grove Subdivision, and marking the Southeast corner of the property being described; thence with the Northerly line of Severn Grove Subdivision and the Northerly

OFFICE OF 14,183

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 24

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 16, 1961

We hereby certify, that the annexed Trustees' Sale

McAllan Construction Company, Inc

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of May, 1961. The first insertion being made the 13th day of April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 MAY 17 AM 9:50

By [illegible]

line of Woelfel, South 80 degrees 35' 50" West 1380.63 feet; thence through the property of McAllan Enterprises, North 22 degrees 26' 50" West 607.59 feet; North 43 degrees 30' 00" East 160.00 feet; due East 160.00 feet; due North 90.00 feet; North 70 degrees 30' 00" East 190.00 feet; North 02 degrees 15' 00" East 480.00 feet; North 21 degrees 30' 00" West 200.00 feet; North 15 degrees 00' East 50.00 feet; North 41 degrees 00' 00" East 120.00 feet; North 78 degrees 00' 00" East 190.00 feet; South 41 degrees 01' 50" East 259.85 feet and South 88 degrees 32' 50" East 70.00 feet to a point in the Westerly line of Stallings; thence with the Westerly line of Stallings; South 1 degree 27' 10" West 54.10 feet; South 02 degrees 33' 50" East 102.50 feet; South 04 degrees 56' 50" East 192.70 feet; South 32 degrees 22' 50" East 259.30 feet; South 14 degrees 03' 50" East 358.80 feet; and with the Westerly line of Smith South 81 degrees 56' 50" East 213.20 feet and South 50 degrees 44' 50" East 226.30 feet to a point in the Westerly line of the aforementioned Severn Grove Subdivision; thence with the Westerly line of the Severn Grove Subdivision, south 16 degrees 42' 00" East 170.40 feet to the point and place of beginning and containing 29.-49702 acres of ground as shown upon a Plat prepared by B. Calvin Burns, Certified Land Surveyor, Arlington, Virginia and dated March 30, 1959.

Being the same lot and parcel of ground conveyed to McAllan Construction Company No. 1 Inc., by deed dated the 7th day of April, 1959, and duly recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1286 folio 358, which deed was subsequently corrected for defects apparent therein by Confirmatory deed dated the 8th day of December, 1959, which said deed was duly recorded among the Land Records, from Selma W. Allan, widow, to McAllan Construction Company No. 1 Inc.

PARCEL III being all of Parcel 3, according to a plat thereof recorded prior, hereto. BEGINNING at a point in the Northerly line of Woelfel and marking the Southwest corner of Parcel No. 2 McAllan Enterprises; thence with the Northerly line of Woelfel and Rircher, South 80 degrees 35' 50" West 830.00 feet to a point on the Easterly line of Wyckof; thence with the Easterly line of Wyckof and down the center line of the branch leading to Saltworks Creek, North 01 degrees 39' 10" West 58.00 feet; North 25 degrees 50' 50" East 387. 00 feet; North 16 degrees 09' 10" West 511.00 feet; North 18 degrees 20' 50" East 132.00 feet; North 22 degrees 39' 10" West 66.00 feet; North 37 degrees 20' 50" East 181.00 feet; North 25 degrees 20' 50" East 396.00 feet; and North 62 degrees 59' 30" East 526.01 feet; thence through the property of the McAllan Enterprises, South 26 degrees 36' 50" East 113.96 feet; South 75 degrees 00' East 160.00 feet; South 15 degrees 00' 00" West 50.00 feet; South 21 degrees 30' 00" East 200.00 feet; South 02 degrees 15' 00" West 480 feet; South 70 degrees 30' 00" West 190.00 feet; due South 90.00 feet; due West 160.00 feet; South 43 degrees 30 00" West 160.00 feet; and South 22 degrees 26' 50" East 607.59 ft. to the point and place of beginning and containing 27.68751 acres of ground as shown upon a Plat prepared by B. Calvin Burns, Certified Land Surveyor, Arlington, Virginia and dated March 30, 1959.

PARCEL IV being all that parcel of land and ground situate in the Second Election District of Anne Arundel County, being the same parcel of ground obtained by James W. McCrocklin from

Harold C. Thorne et al by deed dated 13th of August, 1959, said deed being recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1353 folio. 379, being part of "Hockley in the Hole Enlarged," and part of Lot No. 3 awarded Essex Dorsey as assignee of Caleb, in the division of the estate of Richard Dorsey of Caleb, as divided in the proceedings in the cause of John S. Sellman, et al, versus Essex R. Dorsey, et al, in the Court of Chancery, July 21, 1848, (11,243) Land Office Files, and described as follows (with exception therefrom of a tract heretofore conveyed to Henry S. Ripple and wife, by deed dated August 31, 1921, recorded September 1, 1921, in Liber W. N. W. No. 49, folio 53, one of the Land Records of said County): BEGINNING for the same, at a post and stone set at the end of the sixth line of Lot No. 2, allotted to Vachel C. Dorsey, and running reverse to the 22nd line of Lot No. 1 North 52 degrees East 60.4 perches to a post in a marsh and at the end of the 20th line of Lot No. 1; thence still reverse of Lot No. 1, South 39 degrees East 7 perches to a post; South 64 degrees East 54.8 perches to a chestnut post, the end of line No. 19 of said Lot No. 1; thence leaving said Lot No. 1 and running North 16 degrees 15' East 7 perches to a chestnut stake at the end of the 24th line of the whole tract; thence North 44 degrees West 12 perches to a stake; North 26 degrees 30' West 10.2 perches to a stake near a maple tree marked with 2 blazes and 4 notches; thence North 12½ degrees East 8 perches to a stake Southwest ½ perch from a willow tree marked with 1 blaze and six notches; still with the outlines of the whole tract North 51 degrees 30' East 14 perches North 6 degrees East 15 perches, North 38 degrees East 13 perches to a stake; North 60 degrees 30' East 69½ perches to a chestnut post on the shore, South side of "Underwoods Creek"; thence North 20 degrees 30' East 7.8 perches to another stake on the South shore of said Creek; thence North 42 degrees 15' West 17.3 perches to a stake on the North shore of said Creek, near a holly tree; thence along and with said shore South 28 degrees 45' West 10 perches to a post; South 39 degrees 30' West 4 perches, South 55 degrees West 4 perches, South 82 degrees 30' West 8 perches to a post, South 47 degrees West 8 perches to a stone; thence North 58 degrees 15' West 130 perches to a stone planted by agreement between Caleb Dorsey of Thomas and Richard Dorsey of Caleb; thence South 46 degrees 30' West 3½ perches, North 46 degrees West 5 perches, South 43 degrees 30' West 3 perches; thence North 77 degrees 45' West 117½ perches to the place agreed upon by the aforesaid Dorseys as the spot or place for the stone; thence up Hockley Branch the two following courses; South 4 degrees 45' West 5 perches, South 36 degrees 30' West 7 perches to a post in a marsh or meadow and the end of the 43rd line of the whole tract, and also the end of the 10th line of Lot No. 2, allotted to Vachel C. Dorsey; thence reverse of Lot No. 2, South 24 degrees 30' East 68 perches to a chestnut post, South 37 degrees 30' West 14 perches to a post near three black oaks; South 43 degrees 15' East 80.4 perches to a chestnut post, South 24 degrees 30' East 60 perches to the beginning stone and post, containing 154 acres of land, more or less and by a more recent survey made by J. Carsone Boush, County Surveyor, August 29, 1914, 168 acres more or less. Being the tract of land which was conveyed to Maude Agnes Myers by deed from Sarah B. Temple, June 8, 1927, recorded in Liber F.S.R. No. 14, folio 291, afterwards conveyed to Charles E. Bonner, of Goshen, Indiana, unmarried, October 30, 1939 and recorded November 9, 1939 in Liber J.H.H. No. 210, folio 51, and reconveyed to the said Maude Agnes Myers

by the said Charles E. Bonner, unmarried, November 2, 1939. EXCEPTING, however, from conveyance, that portion of the said tract which is divided from the main body of the said tract of land by the head waters of Underwood Creek and Cabin Branch, said excepted portion being described as follows: BEGINNING for the same on the Southernmost line of Sarah B. Temple and the Northernmost line of the said Ripple and wife, at a point on the end of the said Ripple's wharf, and running thence with said line, in an Easterly direction, two hundred and fifty-three feet to a cedar post at the base of a hill on the waters edge; thence continuing the said line one hundred and thirty feet to a post on the top of a hill adjoining a blazed oak tree; thence with the line of Sarah B. Temple leading to a holly tree ninety-eight feet to a cedar post at the base of a hill and on low water mark; with the rights and privleges of the head waters of the creek in common with others, said excepted portion as above described being the tract conveyed by Sarah B. Temple, widow to Henry S. Ripple and Elvira D. J. Ripple, his wife, as tenants by the entirety, by deed dated August 31, 1921, recorded September 1, 1921 in Liber W.N.W. No. 49 folio 53, one of the Land Records of Anne Arundel County, Maryland.

SAVING AND EXCEPTING THEREFROM Lot numbered Eleven (11) in Block lettered "A" containing 0.6244 acres, more or less, Lot numbered Eight (8) in Block lettered "C" containing 0.6348 acres, more or less, Lot numbered Seven (7) in Block lettered "C" containing 0.795 acres, more or less, and a fifty (50) foot right of way known as Lancaster Drive containing 1.6288 acres, more or less, all in the subdivision known as "KINGSWOOD" and being more particularly described in a Partial Deed of Release recorded in Liber G.T.C. No. 1375, folio 529 among the aforesaid Land Records.

The property will be first offered as two (2) separate groups, the first consisting of Parcel IV as herein described, and the second consisting of Parcels I, II, and III as herein described and then will be offered in the aggregate and same will be sold to the bidder or bidders offering the highest aggregate sum therefor.

Terms Of Sale

A cash, deposit, certified or cashier's check, payable to the order of the Trustees, in the amount of Twenty-five Hundred Dollars ($2,500.00) will be required at the time of sale for each group or in the amount of Five Thousand Dollars ($5,000.00) in the event the aggregate bid is the highest. The balance in cash with interest at six (6%) per cent per annum from the date of sale to the date of payment, payable within five (5) days after final ratification of sale.

Adjustment on all taxes, public charges and special or regular assessments will be made as of the date of sale and thereafter be assumed by the purchaser. Title examination, conveyancing, State and Federal Revenue Stamps and all other costs incident to settlement are to be paid by the purchaser.

Compliance with the terms of sale shall be made within five (5) days after final ratification of sale or deposit shall be forfeited and the property re-sold at the risk and cost of the defaultant purchaser or purchasers. Parcel IV of the property will be sold subject to a prior Mortgage the full particulars of which will be announced at the time of sale.

GEORGE C. PENDLETON
DANIEL M. LYONS,
Trustees

NYLEN, GILMORE & SIMPSON
JOHN D. GILMORE, JR.,
Attorney for the Trustees

For further information concerning the property contact the Solicitor for the Trustees, Nylen, Gilmore & Simpson at 1305 University Boulevard East, Hyattsville, Maryland. M-4

OFFICI)F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 28

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 22, 1961

We hereby certify, that the annexed Trustees' Sale McAllen Construction Company, Inc

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of May, 1961. The first insertion being made the 13th day of April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 MAY 24 PM 12:17

By H. Tilghman

BOOK 157 PAGE 29

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND,
IN EQUITY

GEORGE C. PENDLETON and DANIEL M. LYONS, Trustees,	:	
Plaintiffs,	:	
-vs-	:	Equity No. 14, 312
McCALL DEVELOPERS, INC., et al,	:	
Defendants.	:	

MR. GEORGE T. CROMWELL, CLERK:

Please file the Trustees' Report of Sale and Publisher's Certificate in the above entitled case and forward a copy of the Order Nisi to the Maryland Gazette for publication when passed.

NYLEN, GILMORE & SIMPSON

By: Edward W. Nylen

Edward W. Nylen
Attorneys for the Trustees
1305 University Boulevard East
Hyattsville, Maryland
(HEmlock 9-1200)

Dated: May 23, 1961.

FILED

1961 MAY 24 PM 12:17

LAW OFFICES, NYLEN, GILMORE & SIMPSON

4

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

GEORGE C. PENDLETON and DANIEL M. LYONS, Trustees	:	
Plaintiffs	:	
vs.	:	Equity No. 14312
McCALL DEVELOPERS, INC. et al	:	
Defendants	:	

TRUSTEES' REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of the undersigned Trustees named in the Deed of Trust from McCall Developers, Inc., et al, dated the 19th day of January, 1960 and recorded in Liber GTC-1365 at Folio 451 among the Land Records of Anne Arundel County, Maryland, respectfully shows:

THAT after default had occurred under the terms and conditions of the said Deed of Trust; and after they had given bond with security for the said Deed of Trust, and having complied with all of the other duties as required by law and the said Deed of Trust, and having been given notice of the time, place, terms and manner of sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, Maryland, as required, the said undersigned trustees George C. Pendleton and Daniel M. Lyons, did pursuant to said notice, attend the place of sale, to wit, in front of the Court House door of the Circuit Court of Anne Arundel, County, Maryland, on May 16, 1961 at 11:00 A.M., and then and there proceeded to offer for sale at public auction the property described in said Deed of Trust and advertisement, to which reference is hereby made for a more particular description, and sold same to Investor Service, Inc. at and for the sum of Seventy Thousand ($70,000.00)

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1961 MAY 24 PM 12:17

LAW OFFICES, NYLEN, GILMORE & SIMPSON

15

Dollars, subject however, to a prior encumbrance with an unpaid balance of approximately One Hundred Nineteen Thousand Nine Hundred Thirty and 26/100 ($119,930.26) Dollars at the date of sale.

The said Trustees further report and state that the said sale was in every respect fairly made and that the property brought a fair price.

George C. Pendleton (SEAL)
George C. Pendleton

Daniel M. Lyons (SEAL)
Daniel M. Lyons

Nylen, Gilmore & Simpson

By: Edward W. Nylen
Edward W. Nylen
Attorney for Trustees

STATE OF MARYLAND)
COUNTY OF) to wit:

I HEREBY CERTIFY that on this 18th day of May, 1961, before me, a Notary Public, in and for the State and County aforesaid personally appeared the said GEORGE C. PENDLETON, Trustee, above named and made oath in due form of law that the matters and facts set forth in the aforegoing report are true to the best of his knowledge, information and belief and further made oath that the said sale therein was fairly made.

WITNESS my hand and official seal.

Carla Smith
Notary Public

My commission expires: 5/1/63

LAW OFFICES, NYLEN, GILMORE & SIMPSON

District of Columbia

BOOK 157 PAGE 32

STATE OF MARYLAND)
COUNTY OF) to wit:

I HEREBY CERTIFY that on this 18th day of May, 1961, before me, a Notary Public, in and for the State and County aforesaid personally appeared the said DANIEL M. LYONS, Trustee, above named and made oath in due form of law that the matters and facts set forth in the aforegoing report are true to the best of his knowledge, information and belief and further made oath that the sale therein reported was fairly made.

WITNESS my hand and official seal.

Josephine W. Cantrell
Notary Public

MY COMMISION EXPIRES OCTOBER 15, 1962

My commission expires:

LAW OFFICES, NYLEN, GILMORE & SIMPSON

17

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND,
IN EQUITY

GEORGE C. PENDLETON and DANIEL M. LYONS, Trustees,	:	
Plaintiffs,	:	
-vs-	:	Equity No. 14, 312
McCALL DEVELOPERS, INC., et al,	:	
Defendants.	:	

ORDER NISI

ORDERED, this 24th day of May, 1961, by the Circuit Court for Anne Arundel County, Maryland, that the sale of the property mentioned in these proceedings made and reported by George C. Pendleton and Daniel M. Lyons, Trustees, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 3rd day of July, 1961, next provided a copy of this Order be inserted in some newspaper published in said County once in each of three (3) successive weeks before the 3rd day of July, 1961, next.

The report states the amount of the sale to be Seventy Thousand Dollars ($70,000.00) subject to a prior encumbrance the balance of which is approximately One Hundred Nineteen Thousand, Nine Hundred Thirty and 26/100 Dollars ($119,930.26).

George T. Cromwell

George T. Cromwell, Clerk of the
Circuit Court, Anne Arundel County,
Maryland

LAW OFFICES, NYLEN, GILMORE & SIMPSON

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 34

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND, IN EQUITY

Equity No. 14,312

GEORGE C. PENDELTON and DANIEL M. LYONS, Trustees,
Plaintiffs,

vs.

McCALL DEVELOPERS, INC., et al,
Defendants.

ORDERED, this 24th day of May, 1961, by the Circuit Court May, 1961, by the Circuit Court for Anne Arundel County, Maryland, that the sale of the property mentioned in these proceedings made an dreported by George C. Pendleton and Daniel M. Lyons, Trustees, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 3rd day of July, 1961, next provided a copy of this Order be inserted in some newspaper published in said County once in each of three (3) successive weeks before the 3rd day of July, 1961, next.

The report states the amount of the sale to be Seventy Thousand Dollars ($70,000.00) subject to a prior encumbrance the balance of which is approximately One Hundred Nineteen Thousand, Nine Hundred Thirty and 26-100 Dollars ($119,930.26).

George T. CROMWELL,
Clerk of the Circuit Court,
Anne Arundel County, Maryland

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

Ju-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 27, 1961

We hereby certify, that the annexed Order Nisi - Sale - Eq 14,312 McCall Developers, Inc

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of July, 1961. The first insertion being made the 1st day of June, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. M.G. 21387 1961 JUN 28 PM 1:00

By Marie Pate

19

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND,
IN EQUITY

GEORGE C. PENDLETON and DANIEL M. LYONS, Trustees,	:	
Plaintiffs,	:	
-vs-	:	Equity No. 14, 312
McCALL DEVELOPERS, INC., et al	:	
Defendants.	:	

FINAL ORDER OF RATIFICATION ON SALE OF TRUSTEES

ORDERED by the Circuit Court for Anne Arundel County, Maryland, this 5th day of July, 1961, that the sale made and reported by George C. Pendleton and Daniel M. Lyons, Trustees, be, and 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 this cause; and the Trustees are allowed the usual commissions and such proper expenses as they shall produce vouchers for to the Auditor, to whom this cause is hereby referred.

D. Barrie Duckett
Judge

FILED
1961 JUL -6 AM 9:58

LAW OFFICES, NYLEN, GILMORE & SIMPSON

20

In the Case of

GEORGE C. PENDLETON

DANIEL M. LYONS, TRUSTEES

VS.

McCALL DEVELOPERS, INC. ET AL

In the

Circuit Court

For

Anne Arundel County

No. 14,312 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 12 AM 11:01

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 30th 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 30 AM 11:19

21

Dr. Mortgaged Real Estate of McCall Developers, Inc., McAllan Construction Co., Inc.
McAllan Enterprises, Inc., James W. McCrocklen and Elvira D. McCrocklen, his wife
In Acct. with George C. Pendleton & Daniel M. Lyons, Trustees

						Cr.	
By	Amount of Sale as per Trustees Report of Sale filed			70,000	00		
By	Interest 6% on deferred payment $65,000.00 from 5/16/61 to 7/10/61			586	02		
						70,586	02
To	Trustees for fee, as per terms of Deed of Trust, viz	3,500	00				
				3,500	00		
To	Trustees, for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	31	00				
	Auditor, this account	35	00				
				76	00		
To	Trustees for expenses, viz						
	Capital-Gazette Press Inc.						
	Advertising & Nisi - Sale	396	52				
	Robert E. Lohr, bond premium	348	00				
	Earle Wyvill, auctioneer's fee	75	00				
	Adjustment, 1961 real estate taxes	292	52				
				1,112	04		
To	Investors Service Inc., lender on account of claim filed	65,897	98				
				65,897	98		
						70,586	02
	Balance due on Deed of Trust as per claim filed	87,000	00				
	Interest 6% thereon from 2/20/61 to 8/20/61	2,610	00				
		89,610	00				
	Credit amount allowed above	65,897	98				
	This amount subject to decree in personam	23,712	02				

In the Matter	"	No. 14,183 Equity.
of the Mortgaged Real Estate	"	In the Circuit Court
of	"	
	"	for
Mc.Allen Construction Company, Inc.	"	
a body corporate	"	Anne Arundel County

"""""""""""""""""""""""""""""""""""""""

ORDER TO DOCKET SUIT AND FILE ORIGINAL MORTGAGE

"""

Mr. Clerk:-

Pleaze file this suit and file this origonal mortgage

George B. Wachel
Mortgagee.

FILED
1961 JAN 18 PM 3:47

MORTGAGE FEE—CITY OR COUNTY—Form 16.

BOOK 157 PAGE 39

BOOK 1378 PAGE 543

THIS Purchase Price MORTGAGE, Made this 15th day of December

in the year nineteen hundred and Fifty Nine by and between McAllan Construction Company, Inc., a body corporate of the State of Maryland

Mortgagor, ~~of the~~ party ~~in the State of Maryland,~~ of the first part, and

George B. Woelfel, Mortgagee, party of the second part:

Whereas, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County just prior hereto, the said George B. Woelfel and Ruth K. Woelfel, his wife, did grant and convey the property hereinafter described unto the said party of the first part, and

Whereas the full purchase price has not been paid and there still remains due and owing by the party of the first part to the party of the second part the sum of $9,675, which said sum the party of the first part has agreed to pay as follows: $ 3,000 on July 1, 1960, $ 3,000 on January 1, 1961 and $ 3,675 on July 1, 1961, with interest at the rate of six percent payable semi-annually on the unpaid balance, and

Whereas it was a condition precedent to the aforesaid conveyance that these presents be executed to secure the prompt and proper payment of the aforesaid purchase price as and when the same becomes due:

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagor

do es grant and convey unto Mortgagee, his heirs and assigns,

in fee simple, all that lot or parcel of ground situate and lying in the Second Election District of A.A. County aforesaid, and described as follows, to wit:—Beginning for the same at an iron pipe found marking the northwesterly corner of Lot 29 of Block 4 of the Severn Grove Subdivision, a plat of which is recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book No. 8, page 41, said point of beginning is also the northwasterly corner of the conveyance from R. Tilghman Brice, 111, Assignee, to George B. Woelfel, by deed dated May 1, 1939, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 203, Folio 150; thence with a part of the second or S 79° 30' W 1625' line of said conveyance as now surveyed S 80° 35' 50" W 1100.40' to a point; thence with a new line of division and running so as to include a part of the whole tract S 33° 41' E 193.64' to a point located 15' northeasterly from the centerline of a dirt road leading through the whole tract from Severn Grove Road; thence parallel with the same and 15' from its centerline S 48° 56' 40" E 25.69'; thence S 37° 16' 20" E 132.65'; thence S 26° 41' 50" E 97.60'; thence S 41° 51' 40" E 135.69' to intersect the northwesterly side of Severn Grove Road as laid out 30 ft. wide; thence with the same N 49° 43' 30" E 357.34'; thence N 52° 38' 30" E 211.76'; thence N 61° 56' 30" E 388.49' to the southwesterly corner of Lot 29 Block 4 of the aforementioned Severn Grove Subdivision; thence with the divisional line between said lot and the property of George B. Woelfel aforesaid N 19° 56' 10" W 116.31' to the place of beginning. Containing 7.3357 acres, more or less.

Being the same property conveyed by George B. Woelfel and Ruth K. Woelfel, his wife, to McAllan Construction Company, Inc., by deed of even date herewith and intended to be recorded just prior hereto.

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1961 JAN 18 PM 3:47

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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 party of the first part, its successors ~~heirs~~ and assigns, forever.

Provided, that if the said mortgagor, its successors or assigns

~~executors~~, ~~administrators~~ ~~or assigns~~, shall well and truly pay, or cause to be paid, the aforesaid principal sum of nine thousand six hundred and seventy-five - - - - - - - - - - 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 to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorize the said Mortgagee ,George B. Woelfel, its personal representatives, or assigns, or George Woelfel, Jr., duly authorized Attorney or Agent

of the said Mortgagee , his personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or ~~any supplement~~, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of three 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, his 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 itself, 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 itself, its successors ~~heirs, personal representatives~~ and assigns, does hereby covenant to pay, and the said Mortgagee, his personal representatives or assigns, or George B. Woelfel, Jr., their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said party of the first part, its 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 party of the first part covenant to pay when legally payable.

~~And the said party 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 dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, executors, administrators or assigns, to the extent of lien or claim hereunder.~~

Witness the name of the said body corporate by James W. McCrocklin, its President, with its corporate seal attached, duly attested by Elvira D. McCrocklin, its Secretary.

TEST:

Elvira D. McCrocklin, Secty.

McALLAN CONSTRUCTION COMPANY, INC.

James W. McCrocklin [SEAL]

James W. McCrocklin, President

[SEAL]

[SEAL]

State of Maryland, Anne Arundel County, ss:

I Hereby Certify, that on this day of December, in the year one thousand nine hundred and fifty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James W. McCrocklin, President, of McAllan Construction Company the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be the act of the said ~~At the same time also appeared~~ body corporate.

~~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.

Jane A. Faudree

Notary Public Jane A. Faudree

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BOOK 1378 PAGE 546 BOOK 157 PAGE 42

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 15th day of December, in the year 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, 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.

Witness my hand and seal Notarial.

900 Mary M. Hoff
Mary M. Hoff, Notary Public

Rec'd for record March 23 1960 at 2:24 P.M.
Mailed to George B. Woelfel

File in Equity F 14,183

MORTGAGE

FROM

McAllan Construction Company, Inc., a body corporate,

TO

George B. Woelfel
9-11 School Street
Annapolis, Md.

BLOCK NO. ____

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

Cost of Record, $ 9.00

RECEIVED FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1961 FEB -7 PM 12:50
& RECORDED IN LIBER GTC
NO. 1378 FOLIO 543
GEO. R. CROMWELL, CLERK

FEBRUARY 7, 1961

FOR VALUE RECEIVED I HEREBY ASSIGN THE WITHIN MORTGAGE UNTO JOHN D. GILMORE, Jr WITHOUT RECOURSE TO ME

TEST: J. Walter Scholz
J. WALTER SCHOLZ

George B. Woelfel (Seal)
George B. Woelfel

08091

BOOK 157 PAGE 43

In the Matter of The Sale of the Mortgaged Real Estate of Mc.Allen Construction Company, Inc. a body corporate	" No. 14,183	Equity.
	" In the Circuit Court for Anne Arundel County.	

""""""""""""""""""""""""""""""""

STATEMENT OF MORTGAGE CLAIM.

""""""""""""""""""""""""""""""""

Statement of Mortgage Claim of George B. Woelfel under the Mortgage to him from The Mc. Allen Construction Company, Inc. a body corporate dated December 15, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1378 folio 546

Amount due on principal	$6675.oo
Interest on $9675 from Dec. 15, 59 to June 15 60	289.25
" " 6675 from June 15, 60 to April 15, 61	300.58
Total due	$7,364.83

I, hereby certify that upon this 18th day of January 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Mortgagee who made oath in due form of law that the aforegoing is a true statement of the amount due ~~him~~ on his mortgage claim described above and that he has not receive any security or satisfaction therefor, other than the mortgage mentioned above.

WITNESS MY HAND AND SEAL NOTARIAL.

Mary M. [illegible]

Notary Public.

FILED

1961 JAN 18 PM 3:47

BOOK 157 PAGE 4
LIBER 10 PAGE 49

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATIC

A STOCK COMPANY

No. 14,183 Equiti

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, GEORGE B. WOELFEL, ---------- as Principal, and Globe Indemnity Company, a body corporate of t State of New York, authorized to do business in the State of Maryland, as Surety, a held and firmly bound unto the State of Maryland in the full and just sum of EIGHT THOUSAND ($8,000.00) DOLLARS ---------- current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 18th day of January, 1961.

WHEREAS by virtue of a power of sale contained in a Mortgage from The McAllan Construction Company, Inc. to George B. Woelfel -------- ----------, bearing date on or about the 15th day of December 1959, 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 of the interest thereon in whole or in part, AND WHEREAS default has occurred in the payment of the Principal and interest aforesaid, and the said George B. Woelfel Mortgagee-------~~as Assignee~~ of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.

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

WITNESS: Bond approved this 18th day of January, 1961

George B. Woelfel (SEAL)
George B. Woelfel, PRINCIPAL

George T. Cromwell, Clerk

Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

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

FILED
1961 JAN 18 PM 3:47

7

BOOK 157 PAGE 45

The Travelers Indemnity Company

Hartford, Connecticut

(A STOCK COMPANY)

LIBER 11 PAGE 181

No. 14,183 Equity

Bond No. 969927

~~Trustee Under Deed of Trust~~

MORTGAGE TO SELL REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That we John D. Gilmore, Assignee

of 1305 University Boulevard East, Hyattsville, Maryland

and THE TRAVELERS INDEMNITY 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

Fifteen Thousand and no/100- Dollars,

lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this

25th day of October, in the year of our Lord

one thousand nine hundred and sixty-one

WHEREAS, BY ~~Deed of Trust~~ Mortgage, dated the 15th day of December,

nineteen hundred and fifty-nine, and left to be recorded among the land Records of

Anne Arundel County on the 15th day of December, 1959,

in liber No. GTC1378, Folio 543

McAllan Construction Company, Incorporated did grant, bargain and sell,

assign and transfer unto George G. Woelfel, Mortgagee who duly assigned the Mortgage

to John D. Gilmore

~~Trustee~~, as therein named his (personal representatives) heirs, executors, administrators and assigns, all the property therein described and referred to in ~~Deed of Trust~~ Mortgage, for the uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound

John D. Gilmore, Assignee

shall faithfully perform the trust reposed in him by said ~~Deed of Trust~~ Mortgage,

or to be reposed in him by any decree of the Circuit Court for Anne Arundel County, Maryland in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS, the hand and seal of the said John D. Gilmore, Assignee

and the signature of the said THE TRAVELERS INDEMNITY COMPANY by its Attorney-in-Fact, and its corporate seal hereunto affixed.

Signed, sealed and delivered in the presence of

Edward W. Taylor

John D. Gilmore (SEAL)

(SEAL)

THE TRAVELERS INDEMNITY COMPANY

By R. G. Abell, *Attorney-in-Fact*

FILED

1961 NOV -7 PM 1 Bond approved this 7 day of November, 1961

George T. Cromwell, Clerk

S-745 PRINTED IN U.S.A. 9-29

In the Matter of the Sale of the Mortgaged Real Estate of McAllan Construction Co., Inc., a body corporate.	:	No. 4,183 Equity In the Circuit Court for Anne Arundel County

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

ORDER TO STRIKE OUT APPEARANCE OF GEORGE B. WOELFEL AND ENTER THE APPEARANCE OF NYLEN, GILMORE AND SIMPSON OF 1305 UNIVERSITY BLVD., EAST HYATTSVILLE, MARYLAND.

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

Mr. Clerk:

Please strike out the appearance of George B. Woelfel in the above entitled cause and enter the appearance of Nylen, Gilmore and Simpson of 1305 University Blvd., East Hyattsville, Maryland, as attorneys for the Assignee.

George B. Woelfel
George B. Woelfel
9-11 School Street
Annapolis, Md.

NYLEN, GILMORE AND SIMPSON
By James C. Nylen
1305 University Blvd.,
East Hyattsville, Md.

FILED
1961 FEB -7 PM 12:40

BOOK 157 PAGE 47

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

In the Matter of the Sale of the mortgaged real estate of McAllan Construction Company, Incorporated, a body corporate.	:	Equity No. 14,183

STATEMENT OF MORTGAGE DEBT

STATE OF MARYLAND
COUNTY OF PRINCE GEORGES, to wit:

I, JOHN D. GILMORE, JR., Assignee, do depose and say:

1. That I am the assignee of that certain Mortgage dated December 15, 1959, from McAllan Construction Company, Incorporated, recorded in Liber G.T.C. 1378 at Folio 543, among the Land Records of Anne Arundel County, Maryland.

2. That the amount of the mortgage debt remaining due and payable on account thereof is $7,657.35 and interest from February 3, 1961, to date.

JOHN D. GILMORE, JR

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 6th day of November, 1961, personally appeared before me in said State and County, JOHN D. GILMORE, JR., and made oath in due form of law that the matters and facts stated in the aforegoing affidavit are true and correct to the best of his knowledge, information and belief.

Dorothy M. Parkison Notary Public

My commission expires: May 6, 1963

FILED

1961 NOV -7 PM 1:25

LAW OFFICES, NYLEN, GILMORE & SIMPSON

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

In the Matter of the Sale of the mortgaged real estate of McAllan Construction Company, Incorporated, a body corporate.	:	Equity No. 14183

MR. GEORGE T. CROMWELL, CLERK:

Please approve the enclosed Bond in the amount of $15,000.00 with the Travelers Indemnity Company as Surety, as to the amount and surety, and file in the above entitled equity case, together with the Statement of Mortgage Debt handed you herewith.

NYLEN, GILMORE & SIMPSON

By: John D. Gilmore, Jr.

JOHN D. GILMORE, JR
Attorney for the Assignee
1305 University Boulevard East
Hyattsville, Maryland
HEmlock 91200

LAW OFFICES, NYLEN, GILMORE & SIMPSON

FILED
1961 NOV -7 PM 1:25

11

NYLEN, GILMORE & SIMPSON
1305 University Boulevard East
Langley Park
Hyattsville, Maryland

Assignee's Sale

OF VALUABLE IMPROVED REAL ESTATE

located in Anne Arundel County, Maryland, situated on Severn Grove Road in the Second Election District.

Under and by virtue of the power and authority contained in a Mortgage from McAllan Construction Company, Inc., to GEORGE G. WOELFEL, dated December 15, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1378 at folio 543 (default having occurred thereunder) the undersigned being the Assignee of said Mortgage by virtue of an assignment duly recorded among the aforesaid Land Records will sell at Public Auction at the front entrance of the Court House of the Circuit Court of Anne Arundel County, Annapolis, Maryland on

Tues., Nov. 7, 1961
at 11:00 A.M.

all that piece or parcel of land situate, lying, and being in the Second Election District of Anne Arundel County, Maryland, containing 7.3357 acres of land more or less and being situate on the Northwest side of Severn Grove Road opposite the home of George B. Woelfel and having a frontage thereon of 957.59 feet more or less and 391.63 feet more or less on the South side, 1100.40 feet, more or less on the West side and 116.31 feet more or less on the North side and being more particularly described by metes and bounds in the aforesaid Mortgage recorded in Liber G.T.C. 1378, at folio 543.

TERMS OF SALE

A deposit of Seven Hundred Fifty Dollars ($750.00) in cash or by certified, or cashier's check payable to the order of the undersigned Assignee will be required at the time of sale; with the balance of the purchase price to be paid in cash with interest thereon at the rate of six (6 per cent) per centum per annum from the date of sale to the date of payment, payable within five (5) days after final ratification of sale by the Circuit Court for Anne Arundel County, Maryland.

Adjustment on all taxes, public charges and special or regular assessments will be made as of the date of sale and thereafter be assumed by the purchaser. Title examination, conveyancing, State and Federal Revenue Stamps and all other costs incident to settlement are to be paid by the purchaser.

Compliance with the 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 or purchasers.

The property is sold subject to the obligation of the purchaser to dedicate to public use a fifty (50) foot wide street to be known as Lancaster Drive or whatever other name the subdivider may select to provide access to and from Severn Grove Road and the subdivision to be known as Kings wood; said right of way being a portion of the right of way more particularly described in a partial deed of release from George C. Pendleton and Daniel M. Lyons, Trustees to McCall Developers, Incorporated, et al, dated February 15, 1960 and recorded March 10, 1960 in Liber 1375 at folio 529 among the aforesaid Land Records.

JOHN D. GILMORE, JR.,
Assignee

For further information concerning the property contact the Assignee at: 1305 University Boulevard East, Hyattsville, Maryland, HEmlock 9-1200.

No

12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 49

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1961

We hereby certify, that the annexed Assignee's Sale McAllan Construction Company, Inc.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of November, 1961. The first insertion being made the 12th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

FILED
1961 NOV 7 AM 10:55

NYLEN, GILMORE & SIMPSON
1305 University Boulevard East
Langley Park
Hyattsville, Maryland

Assignee's Sale

OF VALUABLE IMPROVED REAL ESTATE

located in Anne Arundel County, Maryland, situated on Severn Grove Road in the Second Election District.

Under and by virtue of the power and authority contained in a Mortgage from McAllan Construction Company, Inc., to GEORGE G. WOELFEL, dated December 15, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1378 at folio 543 (default having occurred thereunder) the undersigned being the Assignee of said Mortgage by virtue of an assignment duly recorded among the aforesaid Land Records will sell at Public Auction at the front entrance of the Court House of the Circuit Court of Anne Arundel County, Annapolis, Maryland on

Tues., Nov. 7,, 1961
at 11:00 A.M.

all that piece or parcel of land situate, lying, and being in the Second Election District of Anne Arundel County, Maryland, containing 7.3357 acres of land more or less and being situate on the Northwest side of Severn Grove Road opposite the home of George B. Woelfel and having a frontage thereon of 957.59 feet more or less and 391.63 feet more or less on the South side, 1100.40 feet, more or less on the West side and 116.31 feet more or less on the North side and being more particularly described by metes and bounds in the aforesaid Mortgage recorded in Liber G.T.C. 1378, at folio 543.

TERMS OF SALE

A deposit of Seven Hundred Fifty Dollars ($750.00) in cash or by certified, or cashier's check payable to the order of the undersigned Assignee will be required at the time of sale; with the balance of the purchase price to be paid in cash with interest thereon at the rate of six (6 per cent) per centum per annum from the date of sale to the date of payment, payable within five (5) days after final ratification of sale by the Circuit Court for Anne Arundel County, Maryland.

Adjustment on all taxes, public charges and special or regular assessments will be made as of the date of sale and thereafter be assumed by the purchaser. Title examination, conveyancing, State and Federal Revenue Stamps and all other costs incident to settlement are to be paid by the purchaser.

Compliance with the 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 or purchasers.

The property is sold subject to the obligation of the purchaser to dedicate to public use a fifty (50) foot wide street to be known as Lancaster Drive or whatever other name the subdivider may select to provide access to and from Severn Grove Road and the subdivision to be known as Kingswood; said right-of way being a portion of the right of way more particularly described in a partial deed of release from George C. Pendleton and Daniel M. Lyons, Trustees to McCall Developers, Incorporated, et al, dated February 15, 1960 and recorded March 10, 1960 in Liber 1375 at folio 529 among the aforesaid Land Records.

JOHN D. GILMORE, JR.,
Assignee

For further information concerning the property contact the Assignee at: 1305 University Boulevard East, Hyattsville, Maryland, HEmlock 9-1200.

N2

No. 13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 50

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 10, 1961

We hereby certify, that the annexed Assignee's Sale McAllan Construction Co. Inc.,

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of November, 1961. The first insertion being made the 12th day of October, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1961
NOV 14 AM 10:23

By H. Tilghman

BOOK 157 PAGE 51

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

In the Matter of the Sale of the Mortgaged real estate of McAllan Construction Company, Incorporated, a body corporate.	:	Equity No. 14183

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of the undersigned Assignee of that certain mortgage from McAllan Construction Company, Incorporated, a body corporate, dated December 15, 1959, and recorded in Liber G. T. C. 1378 at folio 543 among the Land Records of Anne Arundel County, Maryland, respectfully shows:

That after default had occurred under the terms and conditions of the said mortgage; and after he had given bond with security for the said mortgage, and having complied with all of the other duties as required by law and said mortgage, and having given notice of time, place, terms and manner of sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, Maryland, as required, the said undersigned Assignee, John D. Gilmore, Jr., did pursuant to said notice, attend the place of sale, to wit, in front of the Courthouse door of the Circuit Court of Anne Arundel County, Maryland, on November 7, 1961, at 11:00 A. M., and then and there proceeded to offer for sale at public auction the property described in said mortgage and advertisement, to which reference is hereby made for particular description, and sold the same to Investor Service, Inc., at and for the sum of Eight Thousand Dollars ($8,000.00).

The Assignee further reports and states that the said sale was in every respect fairly made and that the property brought a fair price.

John D. Gilmore, Jr.

John D. Gilmore, Jr., Assignee

FILED

1961 NOV 14 AM 10:23

LAW OFFICES, NYLEN, GILMORE & SIMPSON

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S) to wit:

I HEREBY CERTIFY that on this 13th day of November, 1961, before me, a Notary Public, in and for the State and County aforesaid personally appeared JOHN D. GILMORE, JR., Assignee, above named, and made oath in due form of law that the matters and facts set forth in the aforegoing report are true to the best of his knowledge, information and belief and further made oath that the said sale therein was fairly made.

Witness my hand and official seal.

Dorothy M. Parkison
Dorothy M. Parkison, Notary Public

My commission expires: May 6, 1963

LAW OFFICES, NYLEN, GILMORE & SIMPSON

15

BOOK 157 PAGE 53

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

In the Matter of the Sale of the Mortgaged real estate of McAllan Construction Company, Incorporated; a body corporate.	:	Equity No. 14183

MR. GEORGE T. CROMWELL, CLERK:

Please file the Assignee's Report of Sale and Publisher's Certificate in the above entitled case and forward a copy of the Order to the Maryland Gazette for publication when passed.

NYLEN, GILMORE & SIMPSON

By: Edward W. Nylen

Edward W. Nylen
Attorneys for the Assignee
1305 University Boulevard East
Hyattsville, Maryland
(HEmlock 9-1200)

Dated: November 13 1961

LAW OFFICES, NYLEN, GILMORE & SIMPSON

ORDER NISI

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF McALLAN
~~versus~~
CONSTRUCTION COMPANY, INCORPORATED,
a body corporate

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 14,183 Equity

Ordered, this 14th day of November, 19 61, That the sale of the Property in these proceedings mentioned made and reported by John D. Gilmore, Jr., Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of December next.

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

FILED 1961 NOV 14 AM 10:23

True Copy,

George T. Cromwell Clerk.

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF McALLAN
CONSTRUCTION COMPANY, INCORPORATED,
a body corporate
versus

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Term, 19

ORDERED BY THE COURT, This 19th day of December, 1961 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
1961 DEC 19 PM 2:26

17

BOOK 157 PAGE 55

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 13 1961

We hereby certify, that the annexed

Order Nisi Sale
Eq. 14,183
McAllan Construction
Company, Inc.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of December, 1961. The first insertion being made the 16th day of November, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1961 DEC 13 PM 12:48

By Hazel Tilghman

No. M. G. 24196

18

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 14,183 Equity
IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF
McALLAN CONSTRUCTION INC.
a body corporate

Ordered, this 14th day of November, 1961, That the sale of the Property in these proceedings mentioned made and reported by John D. Gilmore, Jr., Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of December next.

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

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
D-7

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF McALLEN CONSTRUCTION CO., INC. A BODY CORPORATE

VS.

In the

Circuit Court

For

Anne Arundel County

No. 14,183 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Auditor.

FILED 1964 NOV 12 AM 11:01

FINAL ORDER

ORDERED BY THE COURT, this 30th 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 30 AM 11:18

19

Dr. Mortgaged Real Estate of McAllen Construction Co., Inc.

In Acct. with John D. Gilmore, Jr. Assignee

						Cr.	
By	Amount of sale as per Assignee's Report						
	of Sale filed			8,000	00		
By	Interest 6% on deferred payment $7,250.00						
	from 11/7/61 to 12/23/61			57	58		
						8,057	58
To	Assignee for fee, viz	400	00				
				400	00		
To	Assignee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	32	00				
	Clerk, recording short assignment	1	00				
	Auditor this account	35	00				
				78	00		
To	Assignee, for expenses, viz						
	Capital-Gazette Press Inc.						
	Advertising & Nisi - Sale	109	52				
	Robert E. Lohr, Inc. - bond	60	00				
	C. Earle Wyvill, auctioneer's fee	35	00				
	State and county real estate taxes						
	1960, 1961, and adjustment 1962	240	58				
				445	10		
To	John D. Gilmore, Jr. Assignee, on						
	account of Mortgage claim filed	7,134	48				
				7,134	48		
						8,057	58
	Balance due on Mortgage as per claim						
	filed	7,657	35				
	Interest 6% thereon from 2/3/61 to 2/3/62	459	44				
		8,116	79				
	Credit amount allowed above	7,134	48				
	This amount subject to decree in personam	982	31				

IN THE MATTER OF THE	:	IN THE
DEED OF TRUST	:	CIRCUIT COURT
FROM	:	FOR
ELMER A. WALKER and JAMES S. WALKER, Co-partners trading as WALKER BROS., a partnership	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
TO	:	No. 16,545
SAM W. BORDEN and CHARLES J. FLEURY, SUBSTITUTED TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	:	

Mr. Clerk:

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

William W. Townshend, Jr.
William W. Townshend, Jr.
Attorney for Trustees

FILED
1964 AUG 21 AM 10: 03

BOOK 1665 PAGE 165 DEED OF TRUST

BOOK 157 PAGE 59

No. 16,545 Equity

THIS DEED OF TRUST, made this 13th day of June 1963, by and between ELMER A. WALKER and JAMES S. WALKER, Co-partners, trading as WALKER BROS., a partnership

party of the first part, and SAM W. BORDEN and RICHARD D. BIGGS, Trustee as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate duly incorporated under the laws of the United States of America in the principal sum of NINE THOUSAND FIVE HUNDRED DOLLARS ---------- ($9,500.00) with interest from date at the rate of six per cent (6 %) per annum on the unpaid balance until paid, for which amount the said party of the first part has signed and delivered herewith a certain promissory note bearing even date: Interest only on monies expended in the construction or the improvements on said lot as hereinafter provided being payable monthly on the first day of each month for a period of nine months from date, and principal and interest shall be payable in monthly installments of

SIXTY-NINE DOLLARS----------($ 69.00) commencing on the first day of March , 1964, and a like or similar sum 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 1983, both principal and interest being payable in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private at the time of payment. Said note has been identified for the Trustee as evidenced by the certificate of a Notary Public thereon, and;

WHEREAS, it is a condition precedent to the granting of the aforesaid loan to the party of the first part, that these presents be executed to secure the payment of said indebtedness as aforesaid, and to further secure the performance of the obligations, covenants and agreements of this Deed of Trust.

FILED

1964 AUG 21 AM 10:03

"EXHIBIT NUMBER 1"

112742

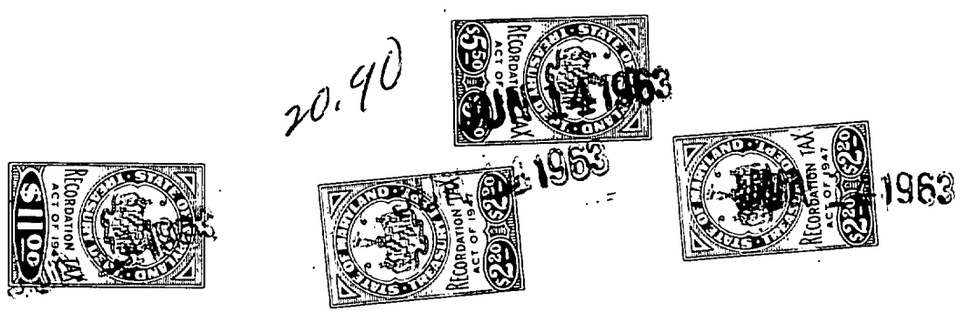
NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH, that the party of the first part in consideration of the premises and of the sum of One Dollar, lawful money of the United States of America, to it in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents is hereby acknowledged, does hereby grant and convey unto the party of the second part, as Trustee, the survivor of them, and his or their successors in trust, the following described land and premises, situate lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 37, Section D, as shown on the Plat of Silver Sands, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 21, Folio 36.

BEING the same property conveyed unto Elmer A. Walker, et al by George W. Rice and Gertrude E. Rice, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

SUBJECT, however, to restrictions as set forth in Deed recorded in Liber J.H.H. 796, Folio 292.

20.90



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Should the title to the herein encumbered property be acquired by any person, persons, partnership or corporation, other than the parties of the first part, by voluntary or involuntary grant or assignment, or in any other manner without the Loyola Federal Savings and Loan Association's written consent, or should the same be encumbered by Mortgage, Deed of Trust or Judgment by the parties of the first part, their heirs successors and assigns, without the Loyola Federal Savings and Loan Association's written consent, or in the event of the filing of any mechanic's or materialmen's liens against the herein described property then the whole of said principal sum shall immediately become due and owing as herein provided, thereby constituting a default herein.

Together with all the tenements, hereditaments, privileges and appurtenances thereunto belonging or in any way appertaining particularly including all the buildings and improvements which are now to be made or erected on said land and all fixtures of every nature which are now or hereafter may be attached to or used in connection with said land, building or improvements including, but not by way of limitation, all the buildings, walks, fences, shrubbery, driveways, improvements, and fixtures of every kind, including stores bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screen doors, blinds, doors, storm windows, storm doors, hardware, screens, wires, switches, electric fixtures, bells, insulations, and all other water, plumbing, piping, tubing, laundry tubs, ventilating and heating equipment, including stokers, oil burners, tanks, air condition equipment now upon or which may hereafter be placed upon said property, and all the estate, right, title, interest, use, claim and demand whatsoever of party of the first part in, to or of said above described property, together with all rights of the party of the first part in the streets, alleys, rights of way, and easements adjoining or adjacent to the same, all of which property is hereinafter referred to as "the premises."

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, the survivor of them, and his or their successors in trust, in fee simple, forever; subject, however, to restrictions of record.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns to use and occupy the said described land and premises, and to erect improvements thereon and to take the rents, issues and profits thereof, and, have and apply to and for its sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

In trust to release and re-convey or partially release and re-convey the aforesaid land and property or any part thereof to the party of the first part, at the cost of the party of the first part, upon payment or partial payment (of such sums as may be agreed upon between the parties) of the aforesaid note and upon payment of all sums expended by the Beneficiary to fulfill any one or more of the covenants or agreements of this Deed of Trust, herein made by the party of the first part and not fulfilled, and upon payment of all other costs, expenses, charges and fees herein provided to be paid by the party of the first part and not so paid.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of interest or monthly installments of principal and interest as provided in said note, the entire principal sum and accrued interest shall at once become due and payable; and it shall be considered a default if the party of the first part fails to erect upon the aforesaid land the building or buildings as contemplated within nine/~~twelve~~ months from date, hereof free and discharged from all liens and claims of mechanics and materialmen; and it shall be further considered a default if the party of the first part fails to make payment of any of the monthly sums for ground rents; if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon default in payment or demand of any money advanced by the holder of said note on account of any

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proper cost, charge, or expense in and about the same or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at six per centum (6%) per annum from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure to neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid the entire balance due on said note shall at once become due and payable, the said party of the second part, acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, said property at such time and place, and after such previous public advertisement as the party of the second part, or any Trustee acting in the execution of this trust, shall deem advantageous and proper; and the Trustees shall not be requested to sell less than the whole property and to convey the same upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see the application of the purchase money and shall apply the proceeds of said sale or sales; Firstly, to pay all proper costs, charges, and expenses including an Attorney's fee on the basis of one-half of the commissions to be allowed the Trustees as hereinafter set forth. Said Attorney's fee to be in addition to and not deducted from the Trustee's commissions as hereinafter set forth and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission on the amount of the said sale or sales at such rate or rates and in such amounts as may be allowed by The Court of Equity having jurisdiction of said sale. Secondly, to pay whatever may then remain unpaid on said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, lastly, to hold the remainder of said proceeds, if any there be, subject to the order of the Court of Equity having jurisdiction of this Deed of Trust foreclosure proceeding. Upon sale of said property and ratification thereof the party of the first part shall deliver and surrender to the purchaser, his her, its, or their heirs, personal representatives, successors or assigns, possession of the premises sold and conveyed to the purchaser.

And the party of the first part, in order more fully to protect the security of this Deed of Trust covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more payments on the principal that are next due on the note, on the first day of any month prior to maturity: Provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment:

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay the holder of the said note, on the first day of each month until the said note is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premiums covered hereby (all as estimated by the holder of the note) less all sums already paid therefore, divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by the holder of the note in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first

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part each month in a single payment to be applied by the holder of the note to the following items in the order set forth:

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

(2.) Interest on the note secured hereby, and

(3.) Amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed four cents (4¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the party of the first part under (a) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes, or assessments or insurance premiums, as the case may be, such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (a) paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums as the case may be, when the same shall become due and payable, then the party of the first part shall pay to the holder of said note any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the party of the first part balance remaining in the funds accumulated under the provision of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default the holder of the note shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

4. That he will pay all taxes, assessments, water rates/rents and other governmental or municipal charges, fines or impositions, and ground rents, for which provisions has not been made hereinbefore and will promptly deliver the official receipts therefore to the holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

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

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premium on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly,

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and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee acting shall be entitled to one-half (1/2) the commissions above provided, to be computed on the amount of the debt hereby secured; and an Attorney's fee of $100.00 , in addition to and not deducted from the aforesaid Trustee commission shall be due and payable upon the docketing of the foreclosure case. Both are hereby secured in like manner as other charges and expenses attending the execution of this trust and shall bear full legal interest.

8. That if any suits, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges of 10% of the amount of the Judgment as collected which attorney's fee shall not be diminished by any other fees, costs, or charges.

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

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

11. That the Loyola Federal Savings and Loan Association, and its assigns, shall have power any time hereafter to substitute a trustee or trustees in place of the trustee or trustees herein named, or any of them by an instrument in writing duly executed, acknowledged and recorded among the Land Records of Baltimore City or any County in which the real estate secured hereunder is situated, and that when such instrument is recorded all the estate of the trustee or trustees thus superseded shall terminate and the title to the hereinbefore described land heretofore vested in such trustee or trustees shall cease and determine and shall be vested in the trustee or trustees named as his or their successors, who shall have the same powers, rights and duties as the trustee or trustees so superseded had under this Deed of Trust; and that the exercise of

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this right to appoint a successor trustee, no matter how often exercised, shall not be deemed an exhaustion of said rights.

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

WITNESS the hands and seals of the parties of the first part.

Witness:

Pauline M. Bozman

Pauline M. Bozman

Elmer A. Walker and James S. Walker, Co-partners, trading as Walker Bros., a partnership

Elmer A. Walker (SEAL)
Elmer A. Walker, Partner

James S. Walker (SEAL)
James S. Walker, Partner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 13th day of June 1963, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Elmer A. Walker and James S. Walker, Co-partners, trading as Walker Bros., a partnership, and acknowledged the aforegoing Deed of Trust to be their act. At the same time also appeared Wilmer M. Johnson, Vice President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the aforegoing Deed of Trust is true and bona fide as therein set forth.

Witness my hand and notarial seal.

Pauline M. Bozman

Notary Public
Pauline M. Bozman

Rec'd for record June 14 1963 at 1:56 P.M.
Mailed to Townshend & Kirk

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DEED OF TRUST NOTE BOOK 157 PAGE 66

ANNE ARUNDEL COUNTY
~~BALTIMORE~~, MARYLAND
June 13th, 1963

No. 16,545 Equity

FOR VALUE RECEIVED, the undersigned promise to pay to LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, or order, the prineipal sum of

NINE THOUSAND FIVE HUNDRED DOLLARS----------($9,500.00)

~~$xxxxxxxxxxxxxxxxx~~
with interest from date at the rate of Six Per Centum (6 %) per annum on the unpaid balanee until paid. Interest only being payable for a period of nine months on the same amount of money as is payable under the terms of the Deed of Trust to SAM W. BORDEN and RICHARD D. BIGGS dated simultaneously herewith and prineipal and interest being payable in monthly installments of

SIXTY-NINE DOLLARS----------($69.00)

dollars commencing on the first day of March 19 64 and a like or similar amount on the first day of eaeh month thereafter until the principal and interest are fully paid exeept that the final payment of prineipal and interest, if not sooner paid, shall be due and payable on the first day of June, 1983. Said principal and interest being payable at the office of LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION in Baltimore, Maryland or at sueh other place as the holder hereof may designate in writing.

If default be made in the payment of any installment under this note, and if sueh default is not made good prior to the due date of the next such installment, the entire prineipal sum and accrued interest shall at once become due and payable without notiee at the option of the holder of this note. Failure to exercise this option shall not eonstitute a waiver of the right to exereise the same in the event of any subsequent default. And in the event of default in payment of this note, and if the same is collected by an attorney at law, the undersigned agrees to pay all costs of eolleetion, ineluding an attorney's fee of 10% of the amount of the Judgment as collected, which attorney's fee shall not be diminished by any other fees, costs, or eharges.

Presentment, protest and notice are hereby waived.

Elmer A. Walker and James S. Walker,
Co-partners, trading as Walker Bros.,
a partnership

Elmer A. Walker (SEAL)
Elmer A. Walker, Partner

James S. Walker (SEAL)
James S. Walker, Partner

This is to eertify that this is the note deseribed in, and secured by a Deed of Trust of even date herewith and in the same prineipal amount as herein stated to Sam W. Borden and Riehard D. Biggs, Trustee on real estate loeated in the Third Election District of Anne Arundel County, State of Maryland.

Dated this 13th day of June, 1963.

"EXHIBIT NUMBER 2"

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Pauline M. Bozman
Notary Public
Pauline M. Bozman

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No. 16,545 Equity

BOOK 157 PAGE 67

THIS DECLARATION, Made this 10th day of August, 1964, by LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, party of the first part, and SAM W. BORDEN and CHARLES J. FLEURY, Trustees, as hereinafter set forth, parties of the second part.

WHEREAS, by Deed of Trust dated June 13th, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1665, Folio 165, Elmer A. Walker and James S. Walker, co-partners, trading as Walker Bros., a partnership, conveyed Lot No. 37, Section D, Silver Sands, Third Election District of Anne Arundel County, Maryland, unto Sam W. Borden and Richard D. Biggs, Trustees, for the uses and purposes therein particularly set forth and to secure a Promissory Note made to Loyola Federal Savings and Loan Association as beneficiary; and

WHEREAS, said Deed of Trust provides:

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

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

"EXHIBIT NUMBER 3"

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

ATTEST:

Helen Hansard, AsstSecretary

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: James H. Jones

James H. Jones, Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 11th day of August, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association, and acknowledged the aforegoing Declaration to be the act of said body corporate, and that he is duly authorized to make this affidavit.

AS WITNESS my hand and Notarial seal.

Elizabeth [illegible]

Notary Public

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IN THE MATTER OF THE	:	IN THE
DEED OF TRUST	:	CIRCUIT COURT
FROM	:	FOR
ELMER A. WALKER and JAMES S. WALKER, Co-partners trading as WALKER BROS., a partnership	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
TO	:	16,545 Equity
SAM W. BORDEN and CHARLES J. FLEURY, SUBSTITUTED TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	:	

CLAIM OF LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Amount of Deed of Trust from Elmer A. Walker, et al, to Sam W. Borden and Charles J. Fleury, Substituted, Trustees, dated June 13th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1665, Folio 165.		$9,500.00
Total amount paid on account of principal.	$21.50	
Credit - Expense Account.	.18.86	40.36
		$9,459.64
Plus interest to July 31, 1964		142.17
		$9,601.81

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 14th day of August, 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend,Jr., Attorney for Loyola Federal Savings and Loan Association, and acknowledged the aforegoing Statement of Deed of Trust Claim to be true and bona fide as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

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1964 AUG 21 AM 10: 03

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No. 16,545 Equity

AFFIDAVIT OF NON-MILITARY SERVICE

IN THE MATTER OF THE DEED OF TRUST
from ELMER A. WALKER, et al to
SAM W. BORDEN and CHARLES J. FLEURY,
SUBSTITUTED, TRUSTEES

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 14th day of August, 19 64, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney for Loyola Federal Savings and Loan Association

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

Elmer A. Walker and James S. Walker, co-partners, trading as Walker Bros., a partnership

~~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 14th day of August, 19 64.

DOROTHY P. McNEW NOTARY PUBLIC ANNE ARUNDEL CO., MD.

(Notarial Seal)

Dorothy P. McNew
Dorothy P. McNew Notary Public

My Commission will expire on:

May 3rd, 1965

Filed,

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No. 16,545 Equity

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BLDG., SOUTH STREET

ANNAPOLIS, MARYLAND

T R U S T E E ' S S A L E

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power and authority contained in a Deed of Trust from Elmer A. Walker and James S. Walker, Co-partners trading as WALKER BROS., a partnership, dated June 13th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1665, Folio 165, default having occurred thereunder, the undersigned Trustees will offer at public auction on the premises, on

MONDAY, SEPTEMBER 14th, 1964

at 11:45 o'clock A.M.

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 37, Section D, as shown on the Plat of Silver Sands, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 21, Folio 36.

BEING the same property conveyed unto Elmer A. Walker, et al by George W. Rice and Gertrude E. Rice, his wife, by deed dated June 13th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1665, Folio 163.

The above described property is improved by a one story, frame dwelling.

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TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

Sam W. Borden and Charles J. Fleury, Trustees
2 W. Preston Street
Baltimore 1, Maryland

Robert H. Campbell, Auctioneer

- -

The Maryland Gazette - August 20th, 27th and
September 3rd and 10th, 1964

Please send twenty-five handbills.

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16-545 Equity

The Pennsylvania Insurance Company

BOOK 157 PAGE 73

A STOCK COMPANY

BOOK 12 PAGE 511

BOND NO. 48 07 96

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and THE PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of TEN THOUSAND FIVE HUNDRED AND NO/100 ($10,500.00) - DOLLARS - current money to be Paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 4th day of September, 1964.

WHEREAS, By virtue of a power of sale contained in a Deed of Trust from Elmer A. Walker and James S. Walker, Co-partners trading as WALKER BROS., a partnership, to the Loyola Federal Savings and Loan Association, bearing date on or about the 13th day of June, 1963, and recorded among the Land Records of Anne Arundel County, in Liber L.N.P. 1665, Folio 165, the said William W. Townshend, Jr., as Attorney Named in Deed of Trust, is authorized and empowered to make sale of the property described in said Deed of Trust, in case default should occur in the principal debt secured by said Deed of Trust, or of the interest thereon the whole or in part; and

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

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

WITNESS AS TO PRINCIPAL:

_____

_____ (SEAL)
William W. Townshend, Jr.

Witness as to Surety:

_____

THE PENNSYLVANIA INSURANCE COMPANY

BY _____
James F. Cook
Attorney-in-fact

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_____

Form 24 S831
16

8-61

WILLIAM W. TOWNS'ND, Jr.
Attorney
Towns-Worth Bldg., South St.
Annapolis, Maryland

Trustee's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of power and authority contained in a Deed of Trust from Elmer A. Walker and James S. Walker, Co-partners trading as WALKER BROS., a partnership, dated June 13th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1665, Folio 165, default having occurred thereunder, the undersigned Trustees will offer at public auction on the premises, on

Mon., Sept. 14th, 1964 at 11:45 o'clock A.M.

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 37, Section D, as shown on the Plat of Silver Sands, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 21, Folio 36.

BEING the same property conveyed unto Elmer A. Walker, et al by George W. Rice and Gertrude E. Rice, his wife, by deed dated June 13th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1665, Folio 163.

The above described property is improved by a one story, frame dwelling.

No. 17

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

SAM W. BORDEN AND
CHARLES J. FLEURY,
Trustees
2 W. Preston Street
Baltimore 1, Maryland
ROBERT H. CAMPBELL,
Auctioneer

S-10

OFFIC' OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 74

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 12, 1964

We hereby certify, that the annexed

Trustees Sale
Elmer A. Walker
Lot No. 37

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 20th day of August, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1964 SEP 14 PM 2 51

By Tilghman

ROBERT H. CAMPBELL - - - - Auctioneer

WILLIAM W. TOWNSHEND, JR., ATTORNEY
TOWNS-WORTH BLDG., SOUTH STREET
ANNAPOLIS, MARYLAND

TRUSTEE'S SALE

OF VALUABLE

Improved Fee Simple Real Estate

Under and by virtue of power and authority contained in a Deed of Trust from Elmer A. Walker and James S. Walker, Co-partners trading as WALKER BROS., a partnership, dated June 13th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1665, Folio 165, default having occurred thereunder, the undersigned Trustees will offer at public auction on the premises, on

MONDAY, SEPTEMBER 14th, 1964

AT 11:45 O'CLOCK A. M.

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 37, Section D, as shown on the Plat of Silver Sands, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 21, Folio 36.

BEING the same property conveyed unto Elmer A. Walker, et al by George W. Rice and Gertrude E. Rice, his wife, by deed dated June 13th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1665, Folio 163.

The above described property is improved by a one story, frame dwelling.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

Sam W. Borden and Charles J. Fleury,
Trustees
2 W. Preston Street,
Baltimore 1, Maryland

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1964 SEP 18 PM 2:4

18

Annapolis, Maryland
September 14th, 1964

I hereby certify that I have this fourteenth day of September, 1964 sold the property described on the reverse hereof unto Loyola Federal Savings and Loan Association, a body corporate, at and for the sum of Eight Thousand Dollars----------($8,000.00)

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

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this fourteenth day of September, 1964, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of Eight Thousand Dollars-------($8,000.00), and I/we hereby agree to comply with the terms of sale.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Wilmer M. Johnson, Vice President

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1964 SEP 18 PM 2:41

19

IN THE MATTER OF THE	:	NO. 16545 EQUITY
DEED OF TRUST	:	IN THE
FROM	:	CIRCUIT COURT
ELMER A. WALKER and JAMES S. WALKER, Co-Partners Trading as WALKER BROS., a partnership	:	FOR
	:	ANNE ARUNDEL COUNTY
TO	:	
	:	
SAM W. BORDEN and CHARLES J. FLEURY, SUBSTITUTED TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	:	

AFFIDAVIT OF PURCHASER(S)

I HEREBY CERTIFY, that on this 14th day of September, 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Wilmer M. Johnson, Vice President of Loyola Federal Savings and Loan Association, a body corporate, the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) it was not acting as Agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) it had not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

Norwood A. Wieneke

NORWOOD A. WIENEKE

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Wilmer M. Johnson (SEAL)
Wilmer M. Johnson, Vice President

_____ (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

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20

IN THE MATTER OF THE	: NO. 16.545	EQUITY
DEED OF TRUST	:	
FROM	:	IN THE
ELMER A. WALKER and JAMES S. WALKER, Co-partners Trading as WALKER BROS., a partnership	:	CIRCUIT COURT
	:	FOR
TO	:	ANNE ARUNDEL COUNTY
SAM W. BORDEN and CHARLES J. FLEURY, SUBSTITUTED TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	:	

REPORT OF SALE

The Report of Sale of Sam W. Borden and Charles J. Fleury, Trustees, under a certain Deed of Trust from Elmer A. Walker and James S. Walker, co-partners, trading as WALKER BROS., a partnership, dated June 13th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1665, Folio 165, default having occurred under the terms thereof, at the request of the party secured and after giving notice of the time, place, manner and terms of sale by advertisements in The Maryland Gazette, a newspaper published in Anne Arundel County, for at least four (4) weeks prior to the sale, they did, pursuant to said notice, on the premises, on Monday, September 14th, 1964, at 11:45 o'clock A.M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

Your Trustees offered for sale all that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

KNOWN AND DESIGNATED as Lot No. 37, Section D, as shown on the Plat of Silver Sands, which plat is recorded among the Plat Records

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21

of Anne Arundel County in Plat Book 21, Folio 36.

BEING the same property conveyed unto Elmer A. Walker, et al, by George W. Rice and Gertrude E. Rice, his wife, by deed dated June 13th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1665, Folio 163.

AND your Trustees sold the above described property unto Loyola Federal Savings and Loan Association, a body corporate, for the sum of Eight Thousand Dollars ($8,000.00), it being at that price the highest bidder therefor, the terms being cash upon ratification of sale by the Court.

Respectfully submitted,

Sam W. Borden, Trustee

Charles J. Fleury, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this day of September, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Sam W. Borden and Charles J. Fleury, Trustees, mentioned in the aforegoing Report of Sale, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct to the best of their knowledge and belief.

AS WITNESS my hand and Notarial seal.

Notary Public

ORDER NISI

IN THE MATTER OF THE DEED OF TRUST FROM ELMER A. WALKER and JAMES S. WALKER, Co-partners Trading as WALKER BROS., a partnership xxxxxx to SAM W. BORDEN and CHARLES J. FLEURY, SUBSTITUTED TRUSTEES

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,545 Equity

Ordered, this 21st day of September, 19 64, That the sale of the property in these proceedings mentioned made and reported by Sam W. Borden and Charles J. Fleury, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th 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 26th day of October next.

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

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

William W. Townshend, Jr. Atty. For the Maryland Gazette (Sept. 24th Edition)

(Final Order)

IN THE MATTER OF THE DEED OF TRUST FROM ELMER A. WALKER and JAMES S. WALKER, Co-partners Trading as WALKER BROS., a partnership xxxxx versus TO SAM W. BORDEN and CHARLES J. FLEURY, SUBSTITUTED TRUSTEES

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of October, 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 Brien Duckett

JUDGE.

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1964 OCT 27 AM 11:27

23

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,545 Equity

In the Matter of the Deed of Trust from ELMER A. WALKER and JAMES S. WALKER, Co-partners Trading as WALKER BROS, a partnership
TO
SAM W. BORDEN and CHARLES J. FLEURY, Substituted Trustees

Ordered, this 21st day of September, 1964, That the sale of the property in these proceedings mentioned made and reported by Sam Borden and Charles J. Fleury, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th 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 26th day of October next.

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

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk
O-15

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1964 OCT 19 PM 4: 16

No. M. C. 4728

24

OFFICE OF

Maryland Gazette

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

BOOK 157 PAGE 81

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 17, 1964

We hereby certify, that the annexed
Order Nisi Sale
Eq. 16,545
Elmer A. Walker $8,000.00

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 26th day of October, 1964. The first insertion being made the 24th day of September, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

IN THE MATTER OF THE DEED OF TRUST FROM

ELMER A. WALKER, et al

~~VS.~~ TO

SAM W. BORDEN, etc. et al

In the

Circuit Court

For

Anne Arundel County

No. 16,545 Equity

To the Honorable, the Judges of said Court:

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

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1964 NOV 12 AM 9:46

All of which is respectfully submitted.

November 12, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 30th 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 30 AM 11:21

25

24

Dr. IN THE MATTER OF THE DEED OF TRUST FROM ELMER A. WALKER, et al to SAM W. BORDEN, etc. et al

BOOK 157 PAGE 83

In Acct. with SAM W. BORDEN and CHARLES J. FLEURY, Trustees

					Cr.	
1964, September 14,						
Proceeds of Sale	8,000	00	8,000	00		
					8,000	00
To Trustees for attorney fee, viz:	135	00				
To Trustees for commisssions, viz:	270	00	405	00		
To Trustees for Court Costs, viz;						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	28	00				
Auditor - stating this account	22	50	60	50		
To Trustees for expenses, viz:						
Capital Gazette Press - advertising sale	71	76				
Capital Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	17	00				
Robert H. Campbell - auctioneers fee	45	00				
Pennsylvania Insurance Co. - bond premium	42	00				
One-half cost documentary stamps	13	20				
1964 County & State taxes-1/1/64 to 9/14/64 (104.82)	73	95				
Dorothy P. McNew - notary fees	1	00				
Lillian M. Mitchell - notary fee		50	279	41		
To Loyola Federal Savings & Loan Assn. this balance on account of claim filed	7,255	09	7,255	09		
					8,000	00

Amount of Deed of Trust claim filed	9,601	81
Interest on principal balance of $9,459.64 from 7/31/64 to 11/28/64 - 120 days @ 6%	186	54
	9,788	35
Credit amount allowed above	7,255	09
Balance subject to Decree in Personam	2,533	26

BOOK 157 PAGE 85

IN THE MATTER OF THE	:	IN THE
DEED OF TRUST	:	CIRCUIT COURT
FROM	:	FOR
ELMER A. WALKER and JAMES S. WALKER, Co-partners trading as WALKER BROS., a partnership	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
TO	:	No 16,546 Equity
SAM W. BORDEN and CHARLES J. FLEURY, SUBSTITUTED TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	:	

Mr. Clerk:

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

William W. Townshend, Jr.
William W. Townshend, Jr.
Attorney for Trustees

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1964 AUG 21 AM 10:03

BOOK 157 PAGE 86

DEED OF TRUST

BOOK 1628 PAGE 243

No. 16,546 Equity

THIS DEED OF TRUST, made this 21st day of January 1963, by and between ELMER A. WALKER and JAMES S. WALKER, co-partners, trading as Walker Bros., a partnership

party of the first part, and SAM W. BORDEN and RICHARD D. BIGGS, Trustee as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate duly incorporated under the laws of the United States of America in the principal sum of FOURTEEN THOUSAND DOLLARS ---------- ($14,000.00) with interest from date at the rate of six per cent (6 %) per annum on the unpaid balance until paid, for which amount the said party of the first part has signed and delivered herewith a certain promissory note bearing even date. Interest only on monies expended in the construction or the improvements on said lot as hereinafter provided being payable monthly on the first day of each month for a period of nine months from date, and principal and interest shall be payable in monthly installments of

NINETY-FOUR DOLLARS ---------- ($ 94.00) commencing on the first day of October , 1963, and a like or similar sum 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 1983, both principal and interest being payable in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private at the time of payment. Said note has been identified for the Trustee as evidenced by the certificate of a Notary Public thereon, and;

WHEREAS, it is a condition precedent to the granting of the aforesaid loan to the party of the first part, that these presents be executed to secure the payment of said indebtedness as aforesaid, and to further secure the performance of the obligations, covenants and agreements of this Deed of Trust.

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"EXHIBIT NUMBER 1"

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH, that the party of the first part in consideration of the premises and of the sum of One Dollar, lawful money of the United States of America, to it in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents is hereby acknowledged, does hereby grant and convey unto the party of the second part, as Trustee, the survivor of them, and his or their successors in trust, the following described land and premises, situate lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 14, Block "O" on a plat entitled "Plat No. 1, Cape St. Claire," which plat is dated June, 1949, and filed among the Plat Records of Anne Arundel County in Plat Book 21, Folio 38.

BEING a part of the property conveyed unto Elmer A. Walker, et al by Elmer Bernard Wheeler and Virginia Curtis Wheeler, his wife, by Deed dated July 18th, 1962 and recorded among the Land Records of Anne Arundel County in Liber E.G.O. 1581, Folio 180.

SUBJECT to restrictions as set forth in Liber J.H.H. 855, Folio 200 and J.H.H. 855, Folio 202.

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Should the title to the herein encumbered property be acquired by any person, persons, partnership or corporation, other than the parties of the first part, by voluntary or involuntary grant or assignment, or in any other manner without the Loyola Federal Savings and Loan Association's written consent, or should the same be encumbered by Mortgage, Deed of Trust or Judgment by the parties of the first part, their heirs successors and assigns, without the Loyola Federal Savings and Loan Association's written consent, or in the event of the filing of any mechanic's or materialmen's liens against the herein described property then the whole of said principal sum shall immediately become due and owing as herein provided, thereby constituting a default herein.

Together with all the tenements, hereditaments, privileges and appurtenances thereunto belonging or in any way appertaining particularly including all the buildings and improvements which are now to be made or erected on said land and all fixtures of every nature which are now or hereafter may be attached to or used in connection with said land, building or improvements including, but not by way of limitation, all the buildings, walks, fences, shrubbery, driveways, improvements, and fixtures of every kind, including stores bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screen doors, blinds, doors, storm windows, storm doors, hardware, screens, wires, switches, electric fixtures, bells, insulations, and all other water, plumbing, piping, tubing, laundry tubs, ventilating and heating equipment, including stokers, oil burners, tanks, air condition equipment now upon or which may hereafter be placed upon said property, and all the estate, right, title, interest, use, claim and demand whatsoever of party of the first part in, to or of said above described property, together with all rights of the party of the first part in the streets, alleys, rights of way, and easements adjoining or adjacent to the same, all of which property is hereinafter referred to as "the premises."

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, the survivor of them, and his or their successors in trust, in fee simple, forever.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns to use and occupy the said described land and premises, and to erect improvements thereon and to take the rents, issues and profits thereof, and, have and apply to and for its sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

In trust to release and re-convey or partially release and re-convey the aforesaid land and property or any part thereof to the party of the first part, at the cost of the party of the first part, upon payment or partial payment (of such sums as may be agreed upon between the parties) of the aforesaid note and upon payment of all sums expended by the Beneficiary to fulfill any one or more of the covenants or agreements of this Deed of Trust, herein made by the party of the first part and not fulfilled, and upon payment of all other costs, expenses, charges and fees herein provided to be paid by the party of the first part and not so paid.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of interest or monthly installments of principal and interest as provided in said note, the entire principal sum and accrued interest shall at once become due and payable; and it shall be considered a default if the party of the first part fails to erect upon the aforesaid land the building or buildings as contemplated within nine/~~twelve~~ months from date, hereof free and discharged from all liens and claims of mechanics and materialmen; and it shall be further considered a default if the party of the first part fails to make payment of any of the monthly sums for ground rents; if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon default in payment or demand of any money advanced by the holder of said note on account of any

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proper cost, charge, or expense in and about the same or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at six per centum (6%) per annum from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure to neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid the entire balance due on said note shall at once become due and payable, the said party of the second part, acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, said property at such time and place, and after such previous public advertisement as the party of the second part, or any Trustee acting in the execution of this trust, shall deem advantageous and proper; and the Trustees shall not be requested to sell less than the whole property and to convey the same upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see the application of the purchase money and shall apply the proceeds of said sale or sales; Firstly, to pay all proper costs, charges, and expenses including an Attorney's fee on the basis of one-half of the commissions to be allowed the Trustees as hereinafter set forth. Said Attorney's fee to be in addition to and not deducted from the Trustee's commissions as hereinafter set forth and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission on the amount of the said sale or sales at such rate or rates and in such amounts as may be allowed by The Court of Equity having jurisdiction of said sale. Secondly, to pay whatever may then remain unpaid on said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, lastly, to hold the remainder of said proceeds, if any there be, subject to the order of the Court of Equity having jurisdiction of this Deed of Trust foreclosure proceeding. Upon sale of said property and ratification thereof the party of the first part shall deliver and surrender to the purchaser, his her, its, or their heirs, personal representatives, successors or assigns, possession of the premises sold and conveyed to the purchaser.

And the party of the first part, in order more fully to protect the security of this Deed of Trust covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more payments on the principal that are next due on the note, on the first day of any month prior to maturity: Provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment:

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay the holder of the said note, on the first day of each month until the said note is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premiums covered hereby (all as estimated by the holder of the note) less all sums already paid therefore, divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by the holder of the note in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first

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part each month in a single payment to be applied by the holder of the note to the following items in the order set forth:

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

(2.) Interest on the note secured hereby, and

(3.) Amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed four cents (4¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the party of the first part under (a) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes, or assessments or insurance premiums, as the case may be, such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (a) paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums as the case may be, when the same shall become due and payable, then the party of the first part shall pay to the holder of said note any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the party of the first part balance remaining in the funds accumulated under the provision of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default the holder of the note shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

4. That he will pay all taxes, assessments, water rates/rents and other governmental or municipal charges, fines or impositions, and ground rents, for which provisions has not been made hereinbefore and will promptly deliver the official receipts therefore to the holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

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

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premium on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly,

6

and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee acting shall be entitled to one-half (1/2) the commissions above provided, to be computed on the amount of the debt hereby secured; and an Attorney's fee of $100.00 , in addition to and not deducted from the aforesaid Trustee commission shall be due and payable upon the docketing of the foreclosure case. Both are hereby secured in like manner as other charges and expenses attending the execution of this trust and shall bear full legal interest.

8. That if any suits, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges of 10% of the amount of the Judgment as collected which attorney's fee shall not be diminished by any other fees, costs, or charges.

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

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

11. That the Loyola Federal Savings and Loan Association, and its assigns, shall have power any time hereafter to substitute a trustee or trustees in place of the trustee or trustees herein named, or any of them by an instrument in writing duly executed, acknowledged and recorded among the Land Records of Baltimore City or any County in which the real estate secured hereunder is situated, and that when such instrument is recorded all the estate of the trustee or trustees thus superseded shall terminate and the title to the hereinbefore described land heretofore vested in such trustee or trustees shall cease and determine and shall be vested in the trustee or trustees named as his or their successors, who shall have the same powers, rights and duties as the trustee or trustees so superseded had under this Deed of Trust; and that the exercise of

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this right to appoint a successor trustee, no matter how often exercised, shall not be deemed an exhaustion of said rights.

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

WITNESS the hands and seals of the parties of the first part.

Witness:

William W. Townshend, Jr.

Elmer A. Walker and James S. Walker, Co-partners, trading as Walker Bros., a partnership

Elmer A. Walker (SEAL)
Elmer A. Walker, Partner

James S. Walker (SEAL)
James S. Walker, Partner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit: BOOK 1628 PAGE 250

I HEREBY CERTIFY that on this 21st day of January 1963, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Elmer A. Walker and James S. Walker, Co-partners, trading as Walker Bros., a partnership, and they acknowledged the aforegoing Deed of Trust to be their act.

Witness my hand and notarial seal.

William W. Townshend, Jr.
Notary Public

19.00

Rec'd for record Jan. 21, 1963 at 2:51 P.M.
Mailed to Townshend + Kirk

8

Lot No. 14, Block Cape St. Claire

BOOK 157 PAGE 93

DEED OF TRUST NOTE

ANNE ARUNDEL COUNTY,
~~BALTIMORE~~, MARYLAND
January 21, 19 63

FOR VALUE RECEIVED, the undersigned promise to pay to LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, or order, the principal sum of

FOURTEEN THOUSAND DOLLARS ---------- ($ 14,000.00) with interest from date at the rate of six Per Centum (6 %) per annum on the unpaid balance until paid. Interest only being payable for a period of nine months on the same amount of money as is payable under the terms of the Deed of Trust to SAM W. BORDEN and RICHARD D. BIGGS dated simultaneously herewith and principal and interest being payable in monthly installments of

NINETY-FOUR ----------($94.00) dollars commencing on the first day of October 1963, and a like or similar amount 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 , 1983. Said principal and interest being payable at the office of LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION in Baltimore, Maryland or at such other place as the holder hereof may designate in writing.

If default be made in the payment of any installment under this note, and if sueh default is not made good prior to the due date of the next such installment, the entire prineipal sum and aeerued interest shall at once beeome due and payable without notice at the option of the holder of this note. Failure to exereise this option shall not eonstitute a waiver of the right to exercise the same in the event of any subsequent default. And in the event of default in payment of this note, and if the same is collected by an attorney at law, the undersigned agrees to pay all costs of collection, including an attorney's fee of 10% of the amount of the Judgment as eollected, whieh attorney's fee shall not be diminished by any other fees, costs, or charges.

Presentment, protest and notice are hereby waived.

WITNESS the hands and seals of Elmer A. Walker and James S. Walker, co-partners, trading as Walker Bros., a partnership.

WITNESS:

William M. Tolle

Elmer A. Walker (SEAL)
Elmer A. Walker

James S. Walker (SEAL)
James S. Walker

This is to certify that this is the note described in, and secured by a Deed of Trust of even date herewith and in the same prineipal amount as herein stated to Sam W. Borden and Richard D. Biggs, Trustee on real estate located in the Third Election District of Anne Arundel County, State of Maryland.

Dated this 21st day of January , 19 63.

FILED
1964 AUG 21 AM 10: 03

William M. Tolle
Notary Public

"EXHIBIT NUMBER 2"

9

THIS DECLARATION, Made this 10th day of August, 1964, by LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, party of the first part, and SAM W. BORDEN and CHARLES J. FLEURY, Trustees as hereinafter set forth, parties of the second part.

WHEREAS, by Deed of Trust dated January 21st, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1628, Folio 243, Elmer A. Walker and James S. Walker, co-partners, trading as Walker Bros., a partnership, conveyed Lot No. 14, Block O, Cape St. Claire, Third Election District of Anne Arundel County, Maryland, unto Sam W. Borden and Richard D. Biggs, Trustees, for the uses and purposes therein particularly set forth and to secure a Promissory Note made to Loyola Federal Savings and Loan Association as beneficiary; and

WHEREAS, said Deed of Trust provides:

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

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

"EXHIBIT NUMBER 3"

FILED
1964 AUG 21 AM 10: 03

10

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

ATTEST:

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Helen Hansard, Asst. Secretary

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 11th day of August, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association, and acknowledged the aforegoing Declaration to be the act of said body corporate, and that he is duly authorized to make this affidavit.

AS WITNESS my hand and Notarial seal.

Elizabeth H. Dietz
Notary Public

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IN THE MATTER OF THE	:	IN THE
DEED OF TRUST	:	CIRCUIT COURT
FROM	:	FOR
ELMER A. WALKER and JAMES S. WALKER, Co-partners trading as WALKER BROS., a partnership	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
TO	:	
SAM W. BORDEN and CHARLES J. FLEURY, SUBSTITUTED TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	:	

CLAIM OF LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Amount of Deed of Trust from Elmer A. Walker, et al, to Sam W. Borden and Charles J. Fleury, Substituted, Trustees, dated January 21st, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1628, Folio 243.		$14,000.00
Total amount paid on account of principal	$ None	
Expense Account - Overdrawn	10.60	10.60
		$14,010.60
Plus interest to July 31, 1964		800.00
		$14,810.60

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 14th day of August 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney for Loyola Federal Savings and Loan Association, and acknowledged the aforegoing Statement of Deed of Trust Claim to be true and bona fide as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

FILED

1964 AUG 21 AM 10: 03

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BOOK 157 PAGE 97

AFFIDAVIT OF NON-MILITARY SERVICE

IN THE MATTER OF THE DEED OF TRUST from ELMER A. WALKER, et al to SAM W. BORDEN and CHARLES J. FLEURY, SUBSTITUTED, TRUSTEES

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

I hereby certify that, on this 14th day of August, 19 64, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney

that to the best of his knowledge

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.)

Elmer A. Walker and James S. Walker, co-partners, trading as Walker Bros., a partnership,

~~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 14th day of August, 19 64.

DOROTHY P. McNEW NOTARY PUBLIC Notarial Seal

Dorothy P. McNew

Dorothy P. McNew, *Notary Public.*

My Commission will expire on:

May 3rd, 1965

Filed,

FILED

1964 AUG 21 AM 10: 03

13

No 16,546 Equity

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BLDG., SOUTH STREET

ANNAPOLIS, MARYLAND

T R U S T E E ' S S A L E

OF VALUABLE

FEE SIMPLE REAL ESTATE

Under and by virtue of power and authority contained in a Deed of Trust from Elmer A. Walker and James S. Walker, Co-partners, trading as WALKER BROS., a partnership, dated January 21st, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1628, Folio 243, default having occurred thereunder, the undersigned Trustees will offer at public auction on the premises, on

MONDAY, SEPTEMBER 14th, 1964

at 11:15 o'clock A.M.

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 14, Block "O" on a plat entitled "Plat No. 1, Cape St. Claire," which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 21, Folio 38.

BEING a part of the property conveyed unto Elmer A. Walker, et al, by Elmer Bernard Wheeler and Virginia Curtis Wheeler, his wife, by Deed dated July 18th, 1962 and recorded among the Land Records of Anne Arundel County in Liber E.G.O. 1581, Folio 180.

The above property is improved by a partially completed dwelling.

FILED

1964 AUG 21 AM 10: 03

14

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

Sam W. Borden and Charles J. Fleury, Trustees
2 W. Preston Street
Baltimore 1, Maryland

Robert H. Campbell, Auctioneer

- -

The Maryland Gazette - August 20th, 27th and
September 3rd and 10th, 1964

Please send twenty-five handbills.

15

16.546

The Pennsylvania Insurance Company

A STOCK COMPANY

BOOK 12 PAGE 512

BOOK 157 PAGE 100

BOND NO. 48 07 98

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and THE PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of FOURTEEN THOUSAND AND NO/100 ($14,000.00) - DOLLARS - current money to be Paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 4th day of September, 1964.

WHEREAS, By virtue of a power of sale contained in a Deed of Trust from Elmer A. Walker and James S. Walker, Co-partners, trading as WALKER BROS., a partnership, to the Loyola Federal Savings and Loan Association, bearing date on or about the 21st day of January, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1628, Folio 243, the said William W. Townshend, Jr., as Attorney Named in Deed of Trust, is authorized and empowered to make sale of the property described in said Deed of Trust, in case default should occur in the principal debt secured by said Deed of Trust, or of the interest thereon the whole or in part; and

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

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

WITNESS AS TO PRINCIPAL:

Patricia Seitel

(SEAL)
William W. Townshend, Jr.

Witness as to Surety:

Rosalie Paris

THE PENNSYLVANIA INSURANCE COMPANY

BY James F. Cook
James F. Cook
Attorney-in-fact

FILED
1964 SEP -8 AM 9:15

Bond approved this 8 day of Sept, 1964
Louis N. Phillips, Clerk

Form 24 S831

16

8-61

WILLIAM W. TOWN[illegible]ND, Jr.
Attorney
Towns-Worth Bldg., South St.
Annapolis, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE REAL ESTATE

Under and by virtue of power and authority contained in a Deed of Trust from Elmer A. Walker and James S. Walker, Co-partners, trading as WALKER BROS., a partnership, dated January 21st, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1628, Folio 243, default having occurred thereunder, the undersigned Trustees will offer at public auction on the premises, on

MON., SEPT. 14th, 1964 AT 11:15 O'CLOCK A.M.

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 14, Block "O" on a plat entitled "Plat No. 1 Cape St. Claire," which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 21, Folio 38.

BEING a part of the property conveyed unto Elmer A. Walker, et al, by Elmer Bernard Wheeler and Virginia Curtis Wheeler, his wife, by Deed dated July 18th, 1962 and recorded among the Land Records of Anne Arundel County in Liber E.G.O. 1581, Folio 180.

N The above property is improved by a partially completed dwelling.

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TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

SAM W. BORDEN AND
CHARLES J. FLEURY,
Trustees
2 W. Preston Street
Baltimore 1, Maryland

ROBERT H. CAMPBELL,
Auctioneer

S-10

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 101

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 12, 1964

We hereby certify, that the annexed

Trustee's Sale

Elmer A. Walker

Lot #14

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 24th day of August, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1964 SEP 14 PM 2:51

By A. Tilghman

ROBERT H. CAMPBELL - - - - Auctioneer

WILLIAM W. TOWNSHEND, JR., ATTORNEY
TOWNS-WORTH BLDG., SOUTH STREET
ANNAPOLIS, MARYLAND

TRUSTEE'S SALE

OF VALUABLE

Fee Simple Real Estate

Under and by virtue of power and authority contained in a Deed of Trust from Elmer A. Walker and James S. Walker, Co-partners, trading as WALKER BROS., a partnership, dated January 21st, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1628, Folio 243, default having occurred thereunder, the undersigned Trustees will offer at public auction on the premises, on...

MONDAY, SEPTEMBER 14th, 1964

AT 11:15 O'CLOCK A.M.

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 14, Block "O" on a plat entitled "Plat No. 1, Cape St. Claire," which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 21, Folio 38. -----

BEING a part of the property conveyed unto Elmer A. Walker, et al, by Elmer Bernard Wheeler and Virginia Curtis Wheeler, his wife, by deed dated July 18th, 1962 and recorded among the Land Records of Anne Arundel County in Liber E.G.O. 1581, Folio 180.

The above property is improved by a partially completed dwelling.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

Sam W. Borden and Charles J. Fleury,
Trustees
2 W. Preston Street,
Baltimore 1, Maryland

FILED

1964 SEP 18 PM 2:35

18

Annapolis, Maryland
September 14th, 1964

I hereby certify that I have this fourteenth day of September, 1964, sold the property described on the reverse hereof unto LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION at and for the sum of EIGHT THOUSAND FIVE HUNDRED DOLLARS ($8,500.00), being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this fourteenth day of September, 1964, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of EIGHT THOUSAND FIVE HUNDRED DOLLARS-----($8,500.00) and I/we hereby agree to comply with the terms of sale.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Wilmer M. Johnson, Vice President

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FILED
1964 SEP 18 PM 2:35

IN THE MATTER OF THE	:	NO. 16546 EQUITY
DEED OF TRUST	:	IN THE
FROM	:	CIRCUIT COURT
ELMER A. WALKER and JAMES S. WALKER, Co-partners Trading as WALKER BROS., a partnership	:	FOR ANNE ARUNDEL COUNTY
TO	:	
SAM W. BORDEN and CHARLES J. FLEURY, SUBSTITUTED TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	:	

AFFIDAVIT OF PURCHASER(S)

I HEREBY CERTIFY, that on this 14th day of September, 1964 before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Wilmer M. Johnson, Vice President of Loyola Federal Savings and Loan Association, a body corporate, the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) it was not acting as Agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) it had not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

Norwood A. Wieneke

NORWOOD A. WIENEKE

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Wilmer M. Johnson (SEAL)
Wilmer M. Johnson
Vice President

_____ (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

FILED

1964 SEP 18 PM 2:35

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BOOK 157 PAGE 105

IN THE MATTER OF THE	: NO. 16,546	EQUITY
DEED OF TRUST	:	
FROM	:	IN THE
ELMER A. WALKER and JAMES S. WALKER, Co-partners Trading as WALKER BROS., a partnership	:	CIRCUIT COURT
	:	FOR
TO	:	ANNE ARUNDEL COUNTY
SAM W. BORDEN and CHARLES J. FLEURY, SUBSTITUTED TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	:	

REPORT OF SALE

The Report of Sale of Sam W. Borden and Charles J. Fleury, Trustees, under a certain Deed of Trust from Elmer A. Walker and James S. Walker, Co-partners, trading as WALKER BROS., a partnership, dated January 21st, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1628, Folio 243, default having occurred under the terms thereof, at the request of the party secured and after giving notice of the time, place, manner and terms of sale by advertisements in The Maryland Gazette, a newspaper published in Anne Arundel County, for at least four (4) weeks prior to the sale, they did, pursuant to said notice, on the premises, on Monday, September 14th, 1964, at 11:15 o'clock A.M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

Your Trustees offered for sale all that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

FILED

1964 SEP 21 PM 12:07

21

KNOWN AND DESIGNATED as Lot No. 14, Block "O" on a plat entitled "Plat No. 1, Cape St. Claire," which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 21, Folio 38.

BEING a part of the property conveyed unto Elmer A. Walker, et al, by Elmer Bernard Wheeler and Virginia Curtis Wheeler, his wife, by deed dated July 18th, 1962 and recorded among the Land Records of Anne Arundel County in Liber E.G.O. 1581, Folio 180.

AND your Trustees sold the above described property unto Loyola Federal Savings and Loan Association, a body corporate, for the sum of Eight Thousand Five Hundred Dollars ($8,500.00), it being at that price the highest bidder therefor, the terms being cash upon ratification of sale by the Court.

Respectfully submitted,

Sam W. Borden, Trustee

Charles J. Fleury, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this [illegible] day of September, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Sam W. Borden and Charles J. Fleury, Trustees, mentioned in the aforegoing Report of Sale, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct to the best of their knowledge and belief.

AS WITNESS my hand and Notarial seal.

Notary Public

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ORDER NISI

BOOK 157 PAGE 107

IN THE MATTER OF THE DEED OF TRUST
FROM ELMER A. WALKER and JAMES S.
WALKER, Co-Partners Trading as
WALKER BROS., a partnership
~~versus~~
TO
SAM W. BORDEN and
CHARLES J. FLEURY, SUBSTITUTED
TRUSTEES

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 16,546 Equity

Ordered, this 21st day of September, 19 64, That the sale of the property in these proceedings mentioned made and reported by Sam W. Borden and Charles J. Fleury, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th 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 26th day of October next.

The report states that the amount of sale was $ 8,500.00.

Louis N. Phipps Clerk.

True Copy,
William W. Townshend, Jr. Atty TEST: Clerk.
For the Maryland Gazette (Sept. 24th Edition)

(Final Order)

IN THE MATTER OF THE DEED OF TRUST
FROM ELMER A. WALKER and JAMES S.
WALKER, Co-partners Trading as
WALKER BROS., a partnership
~~versus~~
TO
SAM W. BORDEN and
CHARLES J. FLEURY, SUBSTITUTED
TRUSTEES

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of October, 1964 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Brian Duckett
JUDGE.

FILED
1964 OCT 27 AM 11:27

23

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 16,546 Equity

In the Matter of the Deed of Trust from ELMER A. WALKER and JAMES S. WALKER, Co-Partners Trading as WALKER BROS, a partnership
TO
SAM W. BORDEN and CHARLES J. FLEURY, Substituted Trustees

Ordered, this 21st day of September, 1964, That the sale of the property in these proceedings mentioned made and reported by Sam W. Borden and Charles J. Fleury, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th 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 26th day of October next.

The report states that the amount of sale was $8,500.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk
O-15

1964 OCT 19 PM 4:16
FILED

No. M. G. 9417

24

OFFICE

Maryland Gazette

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

BOOK 157 PAGE 108

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 17, 1964

We hereby certify, that the annexed
Order Nisi Sale
Eq. 16,546
Elmer A. Walker, $8,500.00

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 26th day of October, 1964. The first insertion being made the 24th day of September, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

IN THE MATTER OF THE DEED OF TRUST FROM
ELMER A. WALKER, et al

vs. TO

SAM W. BORDEN, et al, etc.

In the

Circuit Court

For

Anne Arundel County

No. 16,546 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 12 AM 9:46

All of which is respectfully submitted.

November 12, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 30th 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 30 AM 11:20

25

26

Dr. IN THE MATTER OF THE DEED OF TRUST FROM ELMER A. WALKER, et al TO SAM W. BORDEN, et al, etc.

In Acct. with SAM W. BORDEN and CHARLES J. FLEURY, Trustees

Cr.

1964, September 14,						
Proceeds of Sale	8,500	00	8,500	00		
					8,500	00
To Trustees for attorney fee, viz:	142	50				
To Trustees for commissions, viz:	285	00	427	50		
To Trustees for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	28	00				
Auditor - stating this account	22	50	60	50		
To Trustees for expenses, viz:						
Capital Gazette Press - advertising sale	75	24				
Capital Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	17	00				
Robert H. Campbell - auctioneer's fee	45	00				
Pennsylvania Insurance Co. - bond premium	56	00				
One-half cost documentary stamps	14	03				
1964 taxes, adj. 1/1/64 to 9/14/64 (14.63)	10	28				
Dorothy P. McNew - notary fees	1	00				
Lillian M. Mitchell - notary fee		50	234	05		
To Loyola Federal Savings & Loan Assn. this balance on account of claim filed	7,777	95	7,777	95		
					8,500	00

Amount of Deed of Trust claim filed	14,810	60
Interest on principal balance of $14,010.60 from 7/31/64 to 11/28/64 - 120 days @ 6%	276	60
	15,087	20
Credit - amount allowed above	7,777	95
Balance subject to Decree in Personam	7,309	25

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IN THE MATTER OF THE	:	IN THE
DEED OF TRUST	:	CIRCUIT COURT
FROM	:	FOR
ELMER A. WALKER and JAMES S. WALKER, Co-partners trading as WALKER BROS., a partnership	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
TO	:	
SAM W. BORDEN and CHARLES J. FLEURY, SUBSTITUTED TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	:	

Mr. Clerk:

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

William W. Townshend Jr.

William W. Townshend, Jr.
Attorney for Trustees

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1964 AUG 21 AM 10: 02

BOOK 157 PAGE 113

DEED OF TRUST BOOK 1628 PAGE 235

THIS DEED OF TRUST, made this 21st day of January 1963, by and between ELMER A. WALKER and JAMES S. WALKER, Co-partners, trading as WALKER BROS., a partnership

party of the first part, and SAM W. BORDEN and RICHARD D. BIGGS, Trustee as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate duly incorporated under the laws of the United States of America in the principal sum of FOURTEEN THOUSAND DOLLARS ---------- ($14,000.00) with interest from date at the rate of six per cent (6 %) per annum on the unpaid balance until paid, for which amount the said party of the first part has signed and delivered herewith a certain promissory note bearing even date. Interest only on monies expended in the construction or the improvements on said lot as hereinafter provided being payable monthly on the first day of each month for a period of nine months from date, and principal and interest shall be payable in monthly installments of

NINETY-FOUR DOLLARS ----------($ 94.00) commencing on the first day of October , 1963 and a like or similar sum 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 1983, both principal and interest being payable in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private at the time of payment. Said note has been identified for the Trustee as evidenced by the certificate of a Notary Public thereon, and;

WHEREAS, it is a condition precedent to the granting of the aforesaid loan to the party of the first part, that these presents be executed to secure the payment of said indebtedness as aforesaid, and to further secure the performance of the obligations, covenants and agreements of this Deed of Trust.

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"EXHIBIT NUMBER 1"

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH, that the party of the first part in consideration of the premises and of the sum of One Dollar, lawful money of the United States of America, to it in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents is hereby acknowledged, does hereby grant and convey unto the party of the second part, as Trustee, the survivor of them, and his or their successors in trust, the following described land and premises, situate lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 15, Block "O" on a plat entitled "Plat No. 1, Cape St. Claire," which plat is dated June, 1949, and filed among the Plat Records of Anne Arundel County in Plat Book 21, Folio 38.

BEING a part of the property conveyed unto Elmer A. Walker, et al by Elmer Bernard Wheeler and Virginia Curtis Wheeler, his wife, by Deed dated July 18th, 1962 and recorded among the Land Records of Anne Arundel County in Liber E.G.O. 1581, Folio 180.

SUBJECT to restrictions as set forth in Liber J.H.H. 855, Folio 200 and J.H.H. 855, Folio 202.

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Should the title to the herein encumbered property be acquired by any person, persons, partnership or corporation, other than the parties of the first part, by voluntary or involuntary grant or assignment, or in any other manner without the Loyola Federal Savings and Loan Association's written consent, or should the same be encumbered by Mortgage, Deed of Trust or Judgment by the parties of the first part, their heirs successors and assigns, without the Loyola Federal Savings and Loan Association's written consent, or in the event of the filing of any mechanic's or materialmen's liens against the herein described property then the whole of said principal sum shall immediately become due and owing as herein provided, thereby constituting a default herein.

Together with all the tenements, hereditaments, privileges and appurtenances thereunto belonging or in any way appertaining particularly including all the buildings and improvements which are now to be made or erected on said land and all fixtures of every nature which are now or hereafter may be attached to or used in connection with said land, building or improvements including, but not by way of limitation, all the buildings, walks, fences, shrubbery, driveways, improvements, and fixtures of every kind, including stores bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screen doors, blinds, doors, storm windows, storm doors, hardware, screens, wires, switches, electric fixtures, bells, insulations, and all other water, plumbing, piping, tubing, laundry tubs, ventilating and heating equipment, including stokers, oil burners, tanks, air condition equipment now upon or which may hereafter be placed upon said property, and all the estate, right, title, interest, use, claim and demand whatsoever of party of the first part in, to or of said above described property, together with all rights of the party of the first part in the streets, alleys, rights of way, and easements adjoining or adjacent to the same, all of which property is hereinafter referred to as "the premises."

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, the survivor of them, and his or their successors in trust,

in fee simple, forever.

IN AND UPON THE TRUSTS. NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns to use and occupy the said described land and premises, and to erect improvements thereon and to take the rents, issues and profits thereof, and, have and apply to and for its sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

In trust to release and re-convey or partially release and re-convey the aforesaid land and property or any part thereof to the party of the first part, at the cost of the party of the first part, upon payment or partial payment (of such sums as may be agreed upon between the parties) of the aforesaid note and upon payment of all sums expended by the Beneficiary to fulfill any one or more of the covenants or agreements of this Deed of Trust, herein made by the party of the first part and not fulfilled, and upon payment of all other costs, expenses, charges and fees herein provided to be paid by the party of the first part and not so paid.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of interest or monthly installments of principal and interest as provided in said note, the entire principal sum and accrued interest shall at once become due and payable; and it shall be considered a default if the party of the first part fails to erect upon the aforesaid land the building or buildings as contemplated within nine/~~twelve~~ months from date, hereof free and discharged from all liens and claims of mechanics and materialmen; and it shall be further considered a default if the party of the first part fails to make payment of any of the monthly sums for ground rents; if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon default in payment or demand of any money advanced by the holder of said note on account of any

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proper cost, charge, or expense in and about the same or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at six per centum (6%) per annum from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure to neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid the entire balance due on said note shall at once become due and payable, the said party of the second part, acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, said property at such time and place, and after such previous public advertisement as the party of the second part, or any Trustee acting in the execution of this trust, shall deem advantageous and proper; and the Trustees shall not be requested to sell less than the whole property and to convey the same upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see the application of the purchase money and shall apply the proceeds of said sale or sales; Firstly, to pay all proper costs, charges, and expenses including an Attorney's fee on the basis of one-half of the commissions to be allowed the Trustees as hereinafter set forth. Said Attorney's fee to be in addition to and not deducted from the Trustee's commissions as hereinafter set forth and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission on the amount of the said sale or sales at such rate or rates and in such amounts as may be allowed by The Court of Equity having jurisdiction of said sale. Secondly, to pay whatever may then remain unpaid on said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, lastly, to hold the remainder of said proceeds, if any there be, subject to the order of the Court of Equity having jurisdiction of this Deed of Trust foreclosure proceeding. Upon sale of said property and ratification thereof the party of the first part shall deliver and surrender to the purchaser, his her, its, or their heirs, personal representatives, successors or assigns, possession of the premises sold and conveyed to the purchaser.

And the party of the first part, in order more fully to protect the security of this Deed of Trust covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more payments on the principal that are next due on the note, on the first day of any month prior to maturity: Provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment:

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay the holder of the said note, on the first day of each month until the said note is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premiums covered hereby (all as estimated by the holder of the note) less all sums already paid therefore, divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by the holder of the note in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first

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part each month in a single payment to be applied by the holder of the note to the following items in the order set forth:

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

(2.) Interest on the note secured hereby, and

(3.) Amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed four cents (4¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the party of the first part under (a) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes, or assessments or insurance premiums, as the case may be, such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (a) paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums as the case may be, when the same shall become due and payable, then the party of the first part shall pay to the holder of said note any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the party of the first part balance remaining in the funds accumulated under the provision of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default the holder of the note shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

4. That he will pay all taxes, assessments, water rates/rents and other governmental or municipal charges, fines or impositions, and ground rents, for which provisions has not been made hereinbefore and will promptly deliver the official receipts therefore to the holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

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

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premium on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly,

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and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee acting shall be entitled to one-half (1/2) the commissions above provided, to be computed on the amount of the debt hereby secured; and an Attorney's fee of $ 100.00 , in addition to and not deducted from the aforesaid Trustee commission shall be due and payable upon the docketing of the foreclosure case. Both are hereby secured in like manner as other charges and expenses attending the execution of this trust and shall bear full legal interest.

8. That if any suits, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges of 10% of the amount of the Judgment as collected which attorney's fee shall not be diminished by any other fees, costs, or charges.

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

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

11. That the Loyola Federal Savings and Loan Association, and its assigns, shall have power any time hereafter to substitute a trustee or trustees in place of the trustee or trustees herein named, or any of them by an instrument in writing duly executed, acknowledged and recorded among the Land Records of Baltimore City or any County in which the real estate secured hereunder is situated, and that when such instrument is recorded all the estate of the trustee or trustees thus superseded shall terminate and the title to the hereinbefore described land heretofore vested in such trustee or trustees shall cease and determine and shall be vested in the trustee or trustees named as his or their successors, who shall have the same powers, rights and duties as the trustee or trustees so superseded had under this Deed of Trust; and that the exercise of

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this right to appoint a successor trustee, no matter how often exercised, shall not be deemed an exhaustion of said rights.

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

WITNESS the hands and seals of the parties of the first part.

Elmer A. Walker and James S. Walker, Co-partners, trading as Walker Bros., a partnership

Witness:

William W. Townsend Jr
WILLIAM W. TOWNSEND, JR

Elmer A. Walker (SEAL)
Elmer A. Walker, Partner

James S. Walker (SEAL)
James S. Walker, Partner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 21st day of January 19 63 before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Elmer A. Walker and James S. Walker, Co-partners, trading as Walker Bros., a partnership, and they acknowledged the aforegoing Deed of Trust to be their act.

Witness my hand and notarial seal.

William W. Townsend Jr
WILLIAM W. TOWNSEND, JR Notary Public

Rec'd for record Jan. 21, 1963 at 2:30 P.M.
Mailed to Townsend & Kirk

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DEED OF TRUST NOTE

Lot No. 15, Cape St. Claire

BOOK 157 PAGE 120

ANNE ARUNDEL COUNTY,
~~BALTIMORE~~, MARYLAND
, 19

FOR VALUE RECEIVED, the undersigned promise to pay to LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, or order, the principal sum of

FOURTEEN THOUSAND DOLLARS ----------

---------- ($ 14,000.00)
with interest from date at the rate of Per Centum (%) per annum on the unpaid balance until paid. Interest only being payable for a period of nine months on the same amount of money as is payable under the terms of the Deed of Trust to SAM W. BORDEN and RICHARD D. BIGGS dated simultaneously herewith and principal and interest being payable in monthly installments of

NINETY-FOUR----------($94.00) dollars commencing on the first day of October 1963, and a like or similar amount 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 , 1983. Said principal and interest being payable at the office of LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION in Baltimore, Maryland or at such other place as the holder hereof may designate in writing.

If default be made in the payment of any installment under this note, and if such default is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. And in the event of default in payment of this note, and if the same is collected by an attorney at law, the undersigned agrees to pay all costs of collection, including an attorney's fee of 10% of the amount of the Judgment as collected, which attorney's fee shall not be diminished by any other fees, costs, or charges.

Presentment, protest and notice are hereby waived.

WITNESS the hands and seals of Elmer A. Walker and James S. Walker, co-partners, trading as Walker Bros., a partnership.

WITNESS:

Elmer A. Walker (SEAL)
Elmer A. Walker, Partner

James S. Walker (SEAL)
James S. Walker

This is to certify that this is the note described in, and secured by a Deed of Trust of even date herewith and in the same principal amount as herein stated to Sam W. Borden and Richard D. Biggs, Trustee on real estate located in the Third Election District of Anne Arundel County, State of Maryland.

Dated this 21st day of January 1963.

FILED
1964 AUG 21 AM 10: 02

Notary Public

"Exhibit Number 2"

9

THIS DECLARATION, Made this 10th day of August, 1964, by LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, party of the first part, and SAM W. BORDEN and CHARLES J. FLEURY, Trustees, as hereinafter set forth, parties of the second part.

WHEREAS, by Deed of Trust dated January 21st, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1628, Folio 235, Elmer A. Walker and James S. Walker, copartners, trading as Walker Bros., a partnership, conveyed Lot No. 15, Block O, Cape St. Claire, Third Election District of Anne Arundel County, Maryland, unto Sam W. Borden and Richard D. Biggs, Trustees, for the uses and purposes therein particularly set forth and to secure a Promissory Note made to Loyola Federal Savings and Loan Association as beneficiary; and

WHEREAS, said Deed of Trust provides:

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

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

"EXHIBIT NUMBER 3"

FILED
1964 AUG 21 AM 10:02

10

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

ATTEST:

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Helen Hansard, Asst. Secretary

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 11th day of August, 1964, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore County, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association, and acknowledged the aforegoing Declaration to be the act of said body corporate, and that he is duly authorized to make this affidavit.

AS WITNESS my hand and Notarial seal.

Notary Public

IN THE MATTER OF THE	:	IN THE
DEED OF TRUST	:	CIRCUIT COURT
FROM	:	FOR
ELMER A. WALKER and JAMES S. WALKER, Co-partners trading as WALKER BROS., a partnership	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
TO	:	
SAM W. BORDEN and CHARLES J. FLEURY, SUBSTITUTED TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	:	

CLAIM OF LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Amount of Deed of Trust from Elmer A. Walker, et al, to Sam W. Borden and Charles J. Fleury, Substituted, Trustees, dated January 21st, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1628, Folio 235.		$14,000.00
Total amount paid on account of principal	$ None	
Credit - Expense Account	33.90	33.90
		$13,966.10
Plus interest to July 31, 1964		630.00
		$14,596.10

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 14th day of August 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney for Loyola Federal Savings and Loan Association, and acknowledged the aforegoing Statement of Deed of Trust Claim to be true and bona fide as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

FILED

1964 AUG 21 AM 10: 02

12

BOOK 157 PAGE 124

AFFIDAVIT OF NON-MILITARY SERVICE

IN THE MATTER OF THE DEED OF TRUST
from ELMER A. WALKER, et al to
SAM W. BORDEN and CHARLES J. FLEURY,
SUBSTITUTED, TRUSTEES

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 14th day of August, 19 64, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney for Loyola Federal Savings and Loan Association

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

Elmer A. Walker and James S. Walker, co-partners, trading as Walker Bros., a partnership

~~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 14th day of August, 19 64.

Notarial Seal

Dorothy P. McNew, Notary Public

My Commission will expire on:
May 3rd 1965.

Filed,

FILED
1964 AUG 21 AM 10: 02

13

BOOK 157 PAGE 125

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BLDG., SOUTH STREET

ANNAPOLIS, MARYLAND

T R U S T E E ' S S A L E

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power and authority contained in a Deed of Trust from Elmer A. Walker and James S. Walker, Co-partners, trading as WALKER BROS., a partnership, dated January 21st, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1628, Folio 235, default having occurred thereunder, the undersigned Trustees will offer at public auction on the premises, on

MONDAY, SEPTEMBER 14th, 1964

at 11:00 o'clock A.M.

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 15, Block "O" on a plat entitled "Plat No. 1, Cape St. Claire," which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 21, Folio 38.

BEING a part of the property conveyed unto Elmer A. Walker, et al, by Elmer Bernard Wheeler and Virginia Curtis Wheeler, his wife, by deed dated July 18th, 1962 and recorded among the Land Records of Anne Arundel County in Liber E.G.O. 1581, Folio 180.

FILED

1964 AUG 21 AM 10: 02

14

The above described property is improved by a private dwelling, complete with the exception of minor trim work.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

Sam W. Borden and Charles J. Fleury, Trustees
2 West Preston Street
Baltimore 1, Maryland

Robert H. Campbell, Auctioneer

- -

The Maryland Gazette - August 20th, 27th and
September 3rd and 10th, 1964

Please send twenty-five handbills

15

16,547 Equity

The Pennsylvania Insurance Company

A STOCK COMPANY

BOOK 12 PAGE 513

BOOK 157 PAGE 127

BOND NO. 48 07 97

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and THE PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of FOURTEEN THOUSAND AND NO/100 ($14,000.00) - DOLLARS - current money to be Paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 4th day of September, 1964.

WHEREAS, By virtue of a power of sale contained in a Deed of Trust from Elmer A. Walker and James S. Walker, Co-partners, trading as WALKER BROS., a partnership, to the Loyola Federal Savings and Loan Association, bearing date on or about the 21st day of January, 1963, and recorded among the Land Records of Anne Arundel County, in Liber L.N.P. 1628, Folio 235, the said William W. Townshend, Jr., as Attorney Named in Deed of Trust, is authorized and empowered to make sale of the property described in said Deed of Trust, in case default should occur in the principal debt secured by said Deed of Trust, or of the interest thereon the whole or in part; and

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

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

WITNESS AS TO PRINCIPAL:

Patricia Leitch

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

Rosalie Koris

THE PENNSYLVANIA INSURANCE COMPANY

BY James F. Cook

James F. Cook
Attorney-in-fact

FILED

1964 SEP -8 AM 9:15

Bond approved this 8 day of Sept., 1964

Clerk

Form 24 S831

8-61

WILLIAM W. TOWNSEND, Jr.
Attorney
Towns-Worth Bldg., South St.
Annapolis, Maryland

Trustee's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of power and authority contained in a Deed of Trust from Elmer A. Walker and James S. Walker, Co-partners, trading as WALKER BROS., a partnership, dated January 21st, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1628, Folio 235, default having occurred thereunder, the undersigned Trustees will offer at public auction on the premises, on

MON., SEPT. 14th, 1964 AT 11:00 O'CLOCK A.M.

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 15, Block "O" on a plat entitled "Plat No. 1, Cape St. Claire," which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 21, Folio 38.

BEING a part of the property conveyed unto Elmer A. Walker, et al, by Elmer Bernard Wheeler and Virginia Curtis Wheeler, his wife, by deed dated July 18th, 1962 and recorded among the Land Records of Anne Arundel County in Liber E.G.O. 1581, Folio 180.

No. 17

The above described property is improved by a private dwelling, complete with the exception of minor trim work.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

SAM W. BORDEN AND
CHARLES J. FLEURY,
Trustees
2 West Preston Street
Baltimore 1, Maryland

ROBERT H. CAMPBELL,
Auctioneer S-10.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 128

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 12, 1964

We hereby certify, that the annexed

Trustee's Sale

Elmer A. Walker

Lot No. 15

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 20th day of August, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 SEP 14 PM 2:50

By H. Tilghman

BOOK 157 PAGE 129

ROBERT H. CAMPBELL - - - - Auctioneer

WILLIAM W. TOWNSHEND, JR., ATTORNEY
TOWNS-WORTH BLDG., SOUTH STREET
ANNAPOLIS, MARYLAND

TRUSTEE'S SALE

OF VALUABLE

Improved Fee Simple Real Estate

Under and by virtue of power and authority contained in a Deed of Trust from Elmer A. Walker and James S. Walker, Co-partners, trading as WALKER BROS., a partnership, dated January 21st, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1628, Folio 235, default having occurred thereunder, the undersigned Trustees will offer at public auction on the premises, on

MONDAY, SEPTEMBER 14th, 1964

AT 11:00 O'CLOCK A.M.

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 15, Block "O" on a plat entitled "Plat No. 1, Cape St. Claire," which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 21, Folio 38.

BEING a part of the property conveyed unto Elmer A. Walker, et al, by Elmer Bernard Wheeler and Virginia Curtis Wheeler, his wife, by deed dated July 18th, 1962 and recorded among the Land Records of Anne Arundel County in Liber E.G.O. 1581, Folio 180.

The above described property is improved by a private dwelling, complete with the exception of minor trim work.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

Sam W. Borden and Charles J. Fleury,
Trustees
2 W. Preston Street,
Baltimore 1, Maryland

FILED
1964 SEP 18 PM 2:44

18

Annapolis, Maryland
September 14th, 1964

I hereby certify that I have this fourteenth day of September, 1964 sold the property described on the reverse hereof unto Loyola Federal Savings and Loan Association, a body corporate, at and for the sum of Twelve Thousand Five Hundred Dollars ($12,500.00), being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this fourteenth day of September, 1964, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of Twelve Thousand Five Hundred Dollars------($12,500.00), and I/we hereby agree to comply with the terms of sale.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Wilmer M. Johnson, Vice President

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1964 SEP 18 PM 2:44

9

BOOK 157 PAGE 131

IN THE MATTER OF THE DEED OF TRUST FROM ELMER A. WALKER and JAMES S. WALKER, Co-partners Trading as WALKER BROS., a partnership TO SAM W. BORDEN and CHARLES J. FLEURY, SUBSTITUTED TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	: NO. 16,547 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY	

AFFIDAVIT OF PURCHASER(S)

I HEREBY CERTIFY, that on this 14th day of September, 1964 before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Wilmer M. Johnson, Vice President of Loyola Federal Savings and Loan Association, a body corporate, the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) it was not acting as Agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) it had not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

Norwood A. Wieneke
NORWOOD A. WIENEKE

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Wilmer M. Johnson (SEAL)
Wilmer M. Johnson, Vice President

_____ (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
William W. Townshend, Jr.
Notary Public

FILED
1964 SEP 18 PM 2:44

IN THE MATTER OF THE	:	NO. 16,547 EQUITY
DEED OF TRUST	:	
FROM	:	IN THE
ELMER A. WALKER and JAMES S. WALKER, Co-partners, Trading as WALKER BROS., a partnership	:	CIRCUIT COURT
	:	FOR
TO	:	ANNE ARUNDEL COUNTY
SAM W. BORDEN and CHARLES J. FLEURY, SUBSTITUTED TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	:	

REPORT OF SALE

The Report of Sale of Sam W. Borden and Charles J. Fleury, Trustees, under a certain Deed of Trust from Elmer A. Walker and James S. Walker, Co-partners, trading as WALKER BROS., a partnership, dated January 21st, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1628, Folio 235, default having occurred under the terms thereof, at the request of the party secured and after giving notice of the time, place, manner and terms of sale by advertisements in The Maryland Gazette, a newspaper published in Anne Arundel County, for at least four (4) weeks prior to the sale, they did, pursuant to said notice, on the premises, on Monday, September 14th, 1964, at 11:00 o'clock A.M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

Your Trustees offered forsale all that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

KNOWN AND DESIGNATED as Lot No. 15, Block "O" on a plat

FILED

1964 SEP 21 PM 12:07

21

entitled "Plat No. 1, Cape St. Claire", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 21, Folio 38.

BEING a part of the property conveyed unto Elmer A. Walker, et al, by Elmer Bernard Wheeler and Virginia Curtis Wheeler, his wife, by deed dated July 18th, 1962 and recorded among the Land Records of Anne Arundel County in Liber E.G.O. 1581, Folio 180.

AND your Trustees sold the above described property unto Loyola Federal Savings and Loan Association, a body corporate, for the sum of Twelve Thousand Five Hundred Dollars ($12,500.00), it being at that price the highest bidder therefor, the terms being cash upon ratification of sale by the Court.

Respectfully submitted,

Sam W. Borden, Trustee

Charles J. Fleury, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this day of September 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Sam W. Borden and Charles J. Fleury, Trustees, mentioned in the aforegoing Report of Sale, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct to the best of their knowledge and belief.

AS WITNESS my hand and Notarial seal.

Notary Public

22

ORDER NISI

BOOK 157 PAGE 134

IN THE MATTER OF THE DEED OF TRUST

FROM ELMER A. WALKER and JAMES S.

WALKER, Co-partners, Trading as WALKER BROS., a partnership

~~versus~~

TO

SAM W. BORDEN and CHARLES J. FLEURY,

SUBSTITUTED TRUSTEES

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,547 Equity

Ordered, this 21st day of September, 1964, That the sale of the property in these proceedings mentioned made and reported by Sam W. Borden and Charles J. Fleury, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th 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 26th day of October next.

The report states that the amount of sale was $ 12,500.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Louis N. Phipps Clerk.

William W. Townshend, Atty. For the Maryland Gazette (Sept. 24th Edition)

(Final Order)

IN THE MATTER OF THE DEED OF TRUST

FROM ELMER A. WALKER and JAMES S.

WALKER, Co-partners, Trading as WALKER BROS., a partnership

~~versus~~

TO

SAM W. BORDEN and

CHARLES J. FLEURY, SUBSTITUTED TRUSTEES

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of October, 1964 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bruce Duckett

JUDGE.

FILED

1964 OCT 27 AM 11:27

23

BOOK 157 PAGE 135

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,547 Equity

In the Matter of the Deed of Trust from ELMER A. WALKER, and JAMES S. WALKER, Co-partners, Trading as WALKER BROS., a partnership

TO

SAM W. BORDEN and CHARLES J. FLEURY, Substituted Trustees

Ordered, this 21st day of September, 1964, That the sale of the property in these proceedings mentioned made and reported by Sam W. Borden and Charles J. Fleury, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th 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 26th day of October next.

The report states that the amount of sale was $12,500.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

O-15

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 17, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,547
Elmer A. Walker #12,500.00

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 26th day of October, 1964. The first insertion being made the 24th day of September, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED 1964 OCT 19 PM 4:16

24 No. M. G. 9416

In the Case of

IN THE MATTER OF THE DEED OF TRUST FROM
ELMER A. WALKER, et al

vs. TO

SAM W. BORDEN, et al, etc.

In the

Circuit Court

For

Anne Arundel County

No. 16,547 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 12 AM 9:46

All of which is respectfully submitted.

November 12, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 30th 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 30 AM 11:21

25

24

Dr. IN THE MATTER OF THE DEED OF TRUST FROM ELMER A. WALKER, et al to SAM W. BORDEN, et al, etc.

In Acct. with SAM W. BORDEN and CHARLES J. FLEURY, Trustees

					Cr.	
1964, September 14,						
Proceeds of Sale	12,500	00	12,500	00		
					12,500	00
To Trustees for attorney fees, viz;	202	50				
To Trustees for commissions, viz:	405	00	607	50		
To Trustees for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	28	00				
Auditor - stating this account	22	50	60	50		
To Trustees for expenses, viz:						
Capital Gazette Press - advertising sale	75	24				
Capital Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	17	00				
Robert H. Campbell - auctioneer's fee	45	00				
Pennsylvania Insurance Co. - bond premium	56	00				
One-half cost documentary stamps	20	63				
1964 taxes, adj. 1/1/64 to 9/14/64 (14.63)	10	28				
Dorothy P. McNew - notary fees	1	00				
Lillian M. Mitchell - notary fee		50	240	65		
To Loyola Federal Savings and Loan Assn. this balance on account of claim filed	11,591	35	11,591	35		
					12,500	00

Amount of Deed of Trust claim filed	14,596	10				
Interest on principal balance of $13,966.10 from						
7/31/64 to 11/28/64 - 120 days @ 6%	275	70				
	14,871	80				
Credit - amount allowed above	11,591	35				
Balance subject to Decree in Personam	3,280	45				

In the Matter of the	:	No. 16,410	Equity
Mortgaged Real Estate of	:	In the Circuit Court	
Kermit Fawthrop and	:	for	
Dorothy Fawthrop, his wife	:	Anne Arundel County	
	:		

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

FILED
1964 JUN 15 PM 2 24

BOOK 157 PAGE 140

BOOK 1267 PAGE 267 no. 16,410 Equity

Purchase Money

This Mortgage,

made this 15th day of January in the year one thousand nine hundred and fifty-nine, between Kermit Fawthrop Dorothy Fawthrop, his wife of Anne Arundel Co., in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

SEVEN THOUSAND----------($7000.00)

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

By the payment of FIFTY-FIVE----------($55.00)--- Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

(1) BEGINNING for the same at an iron pipe set at the end of the South 01° 11' East, 110 ft. line of the conveyance from Edward Hastings and Elizabeth, his wife, to Kermit Fawthrop and Dorothy, his wife, by deed dated February 3, 1949, and recorded among the Land Records of Anne Arundel County in Liber JHH 510, folio 73; and running from the beginning point so fixed and with part of the last line of said conveyance, as corrected for magnetic difference, North 71° 10' West, 42.11 ft.; thence crossing said conveyance and running through the conveyance from said Hastings to said Fawthrop recorded July 16, 1952 among the aforesaid Land Records in Liber JHH 695, folio 198, North 0° 37' East, 122.23 ft. to the south side of a 30 ft. road leading through the Hastings rpoperty from the Ritchie Highway; thence with said 30 ft. road, South 77° 22' East, 40.99 ft. to a point; thence re-crossing the last mentioned conveyance, South 0° 37' West, 16.76 ft. to a pipe set at the beginning of the above-mentioned South 01° 11' East, 110 ft. line; thence with the same, as corrected for magnetic difference, South 0° 37' West, 110 ft. to the place of beginning. Being a 40 ft. lot, part of the above-mentioned conveyances from Hastings to Fawthrop and as described by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in September, 1952.

(2) BEGINNING for the same at a pipe set on the south side of Hastings Avenue, said pipe being located at the end of the second line of the conveyance from Elizabeth Hastings, widow, to Kermit Fawthrop and Dorothy Fawthrop, his wife, by deed dated October 22, 1952 and recorded among the Land Records of Anne Arundel County in Liber JHH 715, folio 425; and running

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from said beginning point and with the south side of Hastings Avenue, South 79° 06' East, 20.45 ft. to a point; thence leaving said Avenue and running parallel to said second line, South 01° 11' East, 128.51 ft. to a point in the first line of said conveyance; thence with the same, North 72° 58' West, 21.05 ft. to the end of said first line; thence with said second line, North 01° 11' West, 126.21 ft. to the place of beginning. Being a 20 ft. lot in the western part of the above-mentioned conveyance from Hastings to Fawthrop, and as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in June, 1953; see also deed recorded in Liber JHH 695, folio 198.

(3) BEGINNING for the same at a point at the end of the second line of the conveyance from Anne Arundel County Commissioners to Kermit Fawthrop, et al, by deed dated March 11, 1958 and recorded among the Land Records of Anne Arundel County in Liber GTC 1192, folio 313; and running from said beginning point with part of the last line of said conveyance, South 41° 48' West, 12.30 ft.; thence running across said conveyance, North 48° 12' West, 29.03 ft. to a point in said second line; thence with part of the same, South 71° 10' East, 31.53 ft. to the place of beginning. Containing 178 square feet.

BEING the same properties conveyed unto the within-named Mortgagors by Edgar S. Shepard and Syvillia Shepard, his wife, by deed of even date herewith, intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Pauline M. Bozman

Pauline M. Bozman

Kermit Fawthrop (SEAL)
Kermit Fawthrop

Dorothy Fawthrop (SEAL)
Dorothy Fawthrop

..... (SEAL)

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BOOK 157 PAGE 143

BOOK 1267 PAGE 270

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 15th day of January, in the year one thousand, nine hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Kermit Fawthrop and Dorothy Fawthrop, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared WILMER M. JOHNSON, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman
10.50
NOTARY PUBLIC

My Commission expires 5/4/59

Rec'd for record Jan. 16, 1959, at 3:00 P.M.
Mailed to Wm. W. Townshend, Jr.

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

MORTGAGE

FROM

Kermit Fawthrop and

Dorothy Fawthrop, his wife

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record ..... 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber ..... No. ..... folio ..... & copy of the Land Records of Anne Arundel County ..... and examined per ..... Clerk.
Cost of Record $ 10.50

In the Matter of the	:	No. 16,410 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Kermit Fawthrop and	:	for
Dorothy Fawthrop, his wife	:	Anne Arundel County
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage from Kermit Fawthrop and Dorothy Fawthrop, his wife, to Loyola Federal Savings and Loan Association (formerly United Federal) dated January 15th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1267, Folio 267.		$7,000.00
Total amount paid on account of principal.	$1,120.72	
Credit Expense Account.	70.91	1,191.63
		$5,808.37
Plus interest to May 31, 1964		125.77
Amount of Mortgage Indebtedness		$5,934.14

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 11th day of June 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and acknowledged the aforegoing Statement of Mortgage Claim to be true and bona fide as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

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BOOK 157 PAGE 145

AFFIDAVIT OF NON-MILITARY SERVICE

No. 16,410 Equity

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 11th day of June, 19 64, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in Mortgage from Kermit Fawthrop and Dorothy Fawthrop, his wife, to Loyola Federal Savings and Loan Association (formerly United Federal) plaintiff, in the above entitled cause, and made oath, in due form of law, that to the best of his knowledge that defendant s

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

Kermit Fawthrop and Dorothy Fawthrop, his wife

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 11th day of June, 19 64.

Notarial Seal

Dorothy P. McNew

Dorothy P. McNew, Notary Public.

My Commission will expire on:

May 3rd, 1965

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WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

ANNAPOLIS, MARYLAND

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

OF VALUABLE IMPROVED No. 16,410 Equity

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Kermit Fawthrop and Dorothy Fawthrop, his wife, dated January 15th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1267, Folio 267, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises, on

MONDAY, JULY 6th, 1964

at 11:00 o'clock, A.M.

All those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

PARCEL NO. 1 - BEGINNING for the same at an iron pipe set at the end of the South 01° 11' East, 110 ft. line of the conveyance from Edward Hastings and Elizabeth, his wife, to Kermit Fawthrop and Dorothy, his wife, by deed dated February 3, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 510, Folio 73; and running from the beginning point so fixed and with part of the last line of said conveyance, as corrected for magnetic difference, North 71° 10' West, 42.11 ft.; thence crossing said conveyance and running through the conveyance from said Hastings to said Fawthrop recorded July 16, 1952 among the aforesaid Land Records in Liber J.H.H. 695, Folio 198, North 0° 37' East, 122.23 ft. to the south side of a 30 ft. road leading through the Hastings property from the Ritchie Highway; thence with said 30 ft. road, South 77° 22' East, 40.99 ft. to a point; thence recrossing the last mentioned conveyance, South 0° 37' West, 16.76 ft. to a pipe set at the beginning of the above-mentioned South 01° 11' East, 110 ft. line; thence with the same, as corrected for magnetic difference, South 0° 37' West, 110 ft. to the place of beginning. Being a 40 ft. lot, part of the above-mentioned conveyances from Hastings to Fawthrop and as described by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in September, 1952.

PARCEL NO. 2 - BEGINNING for the same at a pipe set on the south side of Hastings Avenue, said pipe being located at the end of the second line of the conveyance from Elizabeth Hastings, Widow, to Kermit Fawthrop and Dorothy Fawthrop, his wife, by deed dated

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October 22, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 715, Folio 425; and running from said beginning point and with the south side of Hastings Avenue, South 79° 06' East, 20.45 ft. to a point; thence leaving said Avenue and running parallel to said second line, South 01° 11' East, 128.51 ft. to a point in the first line of said conveyance; thence with the same, North 72° 58' West, 21.05 ft. to the end of said first line; thence with said second line, North 01° 11' West, 126.21 ft. to the place of beginning. Being a 20 ft. lot in the western part of the above-mentioned conveyance from Hastings to Fawthrop, and as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in June, 1953; see also deed recorded in Liber J.H.H. 695, Folio 198.

PARCEL NO. 3 - BEGINNING for the same at a point at the end of the second line of the conveyance from Anne Arundel County Commissioners to Kermit Fawthrop, et al, by deed dated March 11, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1192, Folio 313; and running from said beginning point with part of the last line of said conveyance, South 41° 48' West, 12.30 ft.; thence running across said conveyance, North 48° 12' West, 29.03 ft. to a point in said second line; thence with part of the same, South 71° 10' East, 31.53 ft. to the place of beginning. Containing 178 square feet.

BEING the same properties conveyed unto Kermit Fawthrop and Dorothy Fawthrop, his wife, by Edgar S. Shepard and Syvillia Shepard, his wife, by deed dated January 15th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1267, Folio 264.

The above property is improved by a one & one-half story, masonry dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

- -

The Maryland Gazette - June 11, 18th, 25th and
July 2, 1964

Please send twenty-five handbills.

The Pennsylvania Insurance Company

A STOCK COMPANY

BOOK 157 PAGE 148

BOOK 12 PAGE 437

No. 16,410 Equity.

BOND NO. 47 52 60

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and THE PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of SEVEN THOUSAND AND NO/100 ($7,000.00) - DOLLARS - current money to be Paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 29th day of June, 1964.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Kermit Fawthrop and Dorothy Fawthrop, his wife, to the Loyola Federal Savings and Loan Association, bearing date on or about the 15th day of January, 1959, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1267, Folio 267, the said William W. Townshend, Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

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

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

WITNESS AS TO PRINCIPAL:

Dorothy P. McDew

(SEAL)
William W. Townshend, Jr.

Witness as to Surety:

James F. Cook

THE PENNSYLVANIA INSURANCE COMPANY

By Rosalie Paris
Rosalie Paris
Attorney-in-fact

Bond approved this 2nd day of July, 1964
Louis N. Phipps, Clerk

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BOOK 157 PAGE 149

In the Matter of the	: No.	Equity
Mortgaged Real Estate of	:	In the Circuit Court
Kermit Fawthrop and	:	for
Dorothy Fawthrop, his wife	:	Anne Arundel County
	:	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify that on this 6th day of July, 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Mary R. W. Greene the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) she was not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) she had not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

William W. Townshend, Jr.

Mary R. W. Greene (SEAL)
Mary R. W. Greene

_____ (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

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ROBERT H. CAMPBELL - - - - - - Auctioneer

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

ATTORNEY'S SALE

OF VALUABLE IMPROVED

Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Kermit Fawthrop and Dorothy Fawthrop, his wife, dated January 15th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1267, Folio 267, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises, on

Monday, July 6th, 1964

AT 11:00 O'CLOCK A.M.

All those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

PARCEL NO. 1 — BEGINNING for the same at an iron pipe set at the end of the South 01°11' East, 110 ft. line of the conveyance from Edward Hastings and Elizabeth, his wife, to Kermit Fawthrop and Dorothy, his wife, by deed dated February 3, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 510, Folio 73; and running from the beginning point so fixed and with part of the last line of said conveyance, as corrected for magnetic difference, North 71°10' West, 42.11 ft.; thence crossing said conveyance and running through the conveyance from said Hastings to said Fawthrop recorded July 16, 1952 among the aforesaid Land Records in Liber J.H.H. 695, Folio 198, North 0°37' East, 122.23 ft. to the south side of a 30 ft. road leading through the Hastings property from the Ritchie Highway; thence with said 30 ft. road, South 77°22' East, 40.99 ft. to a point; thence recrossng the last mentioned conveyance, South 0°37' West, 16.76 ft. to a pipe set at the beginning of the above-mentioned South 01°11' East, 110 ft. line; thence with the same, as corrected for magnetic difference, South 0°37' West, 110 ft. to the place of beginning. Being a 40 ft. lot, part of the above-mentioned conveyances from Hastings to Fawthrop and as described by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in September, 1952.

PARCEL NO. 2—BEGINNING for the same at a pipe set on the south side of Hastings Avenue, said pipe being located at the end of the second line of the conveyance from Eizabeth Hastings, widow, to Kermit Fawthrop and Dorothy Fawthrop, his wife, by deed dated October 22, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 715, Folio 425; and running from said beginning point and with the south side of Hastings Avenue, South 79° 06' East, 20.45 ft. to a point; thence leaving said Avenue and running parallel to said second line, South 01°11' East, 128.51 ft. to a point in the first line of said conveyance; thence with the same, North 72°58' West, 21.05 ft. to the end of said first line; thence with said second line, North 01°11' West, 126.21 ft. to the place of beginning. Being a 20 ft. lot in the western part of the above-mentioned conveyance from Hastings to Fawthrop, and as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engneers and Land Surveyors in June, 1953; see also deed recorded in Liber J.H.H. 695, Folio 198.

PARCEL NO. 3—BEGINNING for the same at a point at the end of the second line of the conveyance from Anne Arundel County Commissioners to Kermit Fawthrop, et al, by deed dated March 11, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1192, Folio 313; and running from said beginning point with part of the last line of said conveyance, South 41°48' West, 12.30 ft.; thence running across said conveyance, North 48°12' West, 29.03 ft. to a point in said second line; thence with part of the same, South 71°10' East, 31.53 ft. to the place of beginning. Containing 178 square feet.

BEING the same properties conveyed unto Kermit Fawthrop and Dorothy Fawthrop, his wife, by Edgar S. Shepard and Syvillia Shepard, his wife, by deed dated January 15th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1267, Folio 264.

The above property is improved by a one & one-half story, masonry dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

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

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Annapolis, Maryland
July 6th, 1964

I HEREBY CERTIFY that on this 6th day of July 1964, I sold the property described on the reverse hereof unto Mary R. W. Greene at and for the sum of SIX THOUSAND SIX HUNDRED FIFTY DOLLARS ($6,650.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this 6th day of July 1964 purchased from William W. Townshend, Jr., the property described on the reverse hereof, at and for the sum of SIX THOUSAND SIX HUNDRED FIFTY DOLLARS ($6,650.00)
and I/we hereby agree to comply with the terms of sale.

Mary R. W. Greene

Mary R. W. Greene, Purchaser

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In the Matter of the	:	No. 16,410 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Kermit Fawthrop and	:	for
Dorothy Fawthrop, his wife	:	Anne Arundel County
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from Kermit Fawthrop and Dorothy Fawthrop, his wife, dated January 15th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1267, Folio 267, said William W. Townshend, Jr., Attorney named in aforesaid mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given the notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Monday, July 6th, 1964, at 11:00 o'clock A.M., and then and there sold the said property to Mary R. W. Greene at and for the sum of SIX THOUSAND SIX HUNDRED FIFTY DOLLARS ($6,650.00), being at that figure the highest bidder therefor, said property described as follows:

ALL those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

PARCEL NO. 1 - BEGINNING for the same at an iron pipe set at the end of the South 01° 11' East, 110 ft. line of the conveyance from Edward Hastings and Elizabeth, his wife, to Kermit Fawthrop and

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Dorothy, his wife, by deed dated February 3, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 510, Folio 73; and running from the beginning point so fixed and with part of the last line of said conveyance, as corrected for magnetic difference, North 71° 10' West, 42.11 ft.; thence crossing said conveyance and running through the conveyance from said Hastings to said Fawthrop recorded July 16, 1952 among the aforesaid Land Records in Liber J.H.H. 695, Folio 198, North 0° 37' East, 122.23 ft. to the south side of a 30 ft. road leading through the Hastings property from the Ritchie Highway; thence with said 30 ft. road, South 77° 22' East, 40.99 ft. to a point; thence re-crossing the last mentioned conveyance, South 0° 37' West, 16.76 ft. to a pipe set at the beginning of the above-mentioned South 01° 11' East, 110 ft. line; thence with the same, as corrected for magnetic difference, South 0° 37' West, 110 ft. to the place of beginning. Being a 40 ft. lot, part of the above-mentioned conveyances from Hastings to Fawthrop and as described by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in September, 1952.

PARCEL NO. 2 - BEGINNING for the same at a pipe set on the south side of Hastings Avenue, said pipe being located at the end of the second line of the conveyance from Elizabeth Hastings, Widow, to Kermit Fawthrop and Dorothy Fawthrop, his wife, by deed dated October 22, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 715, Folio 425; and running from said beginning point and with the south side of Hastings Avenue, South 79° 06' East, 20.45 ft. to a point; thence leaving said Avenue and running parallel to said second line, South 01° 11' East, 128.51 ft. to a point in the first line of said conveyance; thence with the same, North 72° 58' West, 21.05 ft. to the end of said first line; thence with said second line, North 01° 11' West, 126.21 ft. to the place of beginning. Being a 20 ft. lot in the western part of the above mentioned conveyance from Hastings to Fawthrop, and as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in June, 1953; see also deed recorded in Liber J.H.H. 695, Folio 198.

PARCEL NO. 3 - BEGINNING for the same at a point at the end of the second line of the conveyance from Anne Arundel County Commissioners to Kermit Fawthrop, et al, by deed dated March 11, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1192, Folio 313; and running from said beginning point with part of the last line of said conveyance, South 41° 48' West, 12.30 ft.; thence running across said conveyance, North 48° 12' West, 29.03 ft. to a point in said second line; thence with part of the same, South 71° 10' East, 31.53 ft. to the place of beginning. Containing 178 square feet.

BEING the same properties conveyed unto Kermit Fawthrop and Dorothy Fawthrop, his wife, by Edgar S. Shepard and Syvillia Shepard, his wife, by deed dated January 15th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1267, Folio 264.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the

terms of sale, which are as follows: TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 6th day of July 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF KERMIT FAWTHROP AND DOROTHY FAWTHROP, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,410 Equity

Ordered, this 7th day of July, 1964, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 6,650.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

William W. Townshend, Jr., Atty. For: Maryland Gazette (July 16th Edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF KERMIT FAWTHROP AND DOROTHY FAWTHROP, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of August, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

V Bowie Duckett

JUDGE.

FILED

1964 AUG 18 AM 10: 37

17

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

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Kermit Fawthrop and Dorothy Fawthrop, his wife, dated January 15th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1267, Folio 267, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises, on

MONDAY, JULY 6th, 1964 AT 11:00 O'CLOCK, A.M.

All those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

PARCEL NO. 1 — BEGINNING for the same at an iron pipe set at the end of the South 01 deg. 11' East, 110 ft. line of the conveyance from Edward Hastings and Elizabeth, his wife, to Kermit Fawthrop and Dorothy, his wife, by deed dated February 3, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 510, Folio 73; and running from the beginning point so fixed and with part of the last line of said conveyance, as corrected for magnetic difference, North 71 deg. 10' West, 42.11 ft.; thence crossing said the conveyance from said Hastings to said Fawthrop recorded July 16, 1952 among the aforesaid Land Records in Liber J.H.H. 695, Folio 198, North 0 deg. 37' East, 122.23 ft. to the south conveyance and running through side of a 30 ft. road leading through the Hastings property from the Ritchie Highway; thence with said 30 ft. road, South 77 deg. 22' East, 40.99 ft. to a point; thence recrossing the last mentioned conveyance, South 0 deg. 37' West, 16.76 ft. to a pipe set at the beginning of the above-mentioned South 01 deg. 11' East, 110 ft. line; thence with the same, as corrected, for magnetic difference, South 0 deg. 37' West, 110 ft. to the place of beginning. Being a 40 ft. lot, part of the above-mentioned conveyances from Hastings to Fawthrop and as described by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in September, 1952.

No. 18

PARCEL NO. 2 — BEGINNING for the same at a pipe set on the south side of Hastings Avenue, said pipe being located at the end of the second line of the conveyance from Elizabeth Hastings, Widow, to Kermit Fawthrop and Dorothy Fawthrop, his wife, by deed dated October 22, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 715, Folio 425; and running from said beginning point and with the south side of

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 157

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1964

We hereby certify, that the annexed Attorney's Sale Kermit Fawthrop No. 16,410 Eq.

was published in

Maryland Gazette

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

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1964 JUL -9 PM 2:40

By H. Tilghman

Hastings Avenue. South 79 deg. 06' East, 20.45 ft. to a point; thence leaving said Avenue and running parallel to said second line. South 01 deg. 11' East 128.51 ft. to a point in the first line of said conveyance: thence with the same, North 72 deg. 58' West, 21.05 ft. to the end of said first line; thence with said second line, North 01 deg. 11' West, 126.21 ft. to the place of beginning. Being a 20 ft. lot in the western part of the above-mentioned conveyance from Hastings to Fawthrop, and as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in June, 1953; see also deed recorded in Liber J.H.H. 695, Folio 198.

PARCEL NO. 3 — BEGINNING for the same at a point at the end of the second line of the conveyance from Anne Arundel County Commissioners to Kermit Fawthrop, et al, by deed dated March 11, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1192, Folio 313; and running from said beginning point with part of the last line of said conveyance. South 41 deg. 48' West, 12.30 ft.; thence running across said conveyance, North 48 deg. 12' West, 29.03 ft. to a point in said second line; thence with part of the same, South 71 deg. 10' East 31.53 ft. to the place of beginning. Containing 178 square feet.

BEING the same properties conveyed unto Kermit Fawthrop and Dorothy Fawthrop, his wife, by Edgar S. Shepard and Syvillia Shepard, his wife, by deed dated January 15th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1267, Folio 264.

The above property is improved by a one & one-half story, masonry dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

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

Robert H. Campbell,
Auctioneer Jy-2

BOOK 157 PAGE 159

Order Nisi

IN THE
CIRCUIT CTURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,410 EQUITY

In The Matter of the Mortgaged Real Estate of **KERMIT FAWTHROP** and **DOROTHY FAWTHROP**, his wife

Ordered, this 7th day of July, 1964, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $6,650.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

4-6

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 7, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,410
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 17th day of August, 1964. The first insertion being made the 16th day of July, 1964.

FILED
1964 AUG -7 PM 2:16

THE CAPITAL-GAZETTE PRESS, INC.

By H. Hughes

No. M. G. 9216

19

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF KERMIT FAWTHROP and DOROTHY FAWTHROP, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,410 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 14 PM 12: 12

All of which is respectfully submitted.

October 14, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 30th 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 30 AM 8: 35

20

BOOK 157 PAGE 161

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF KERMIT FAWTHROP and DOROTHY FAWTHROP, his wife,

In Acct. with WILLIAM W. TOWNSHEND, JR., Attorney named in Mortgage

					Cr.	
1964, July 6,						
Proceeds of sale	6,650	00				
Interest on deferred payment of $5,900.00 from 7/6/64 to 10/9/64	89	49	6,739	49		
					6,739	49
To Attorney for fee, viz:	100	00				
To Attorney for commissions, viz:	232	18	332	18		
To Attorney for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	28	00				
Auditor - stating this account	22	50	60	50		
To Attorney for expenses, viz:						
Capital Gazette Press - advertising sale	161	00				
Capital Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	17	00				
Robert H. Campbell - auctioneer's fee	45	00				
Pennsylvania Ins. Co. - bond premium	28	00				
One-half cost documentary stamps	11	55				
1964 County & State taxes adj.- 1/1/64 to 7/6/64	65	97				
Dorothy P. McNew - notary fees	1	50	345	02		
To Loyola Federal Savins & Loan Assn.						
Mortgage claim in full as filed	5,934	14				
This balance on account of interest from 5/31/64	67	65	6,001	79		
					6,739	49

Amount of Mortgage claim filed	5,934	14				
Interest on principal balance of $5,808.37 from						
5/31/64 to 10/30/64 - 152 days @ 6%	144	98				
	6,079	12				
Credit - amount allowed above	6,001	79				
Balance subject to Decree in Personam	77	33				

22

BOOK 157 PAGE 163

MARIUS M. RANK and BARBARA RANK, his wife, Assignees	: No. 16,510	Equity
vs	In the Circuit Court for Anne Arundel County	
HENRY SHRIVER		

: : : : : : : : : :

PETITION FOR SALE OF REAL ESTATE UNDER CONDITIONAL SALES CONTRACT

To the Honorable, the Judges of said Court:

The Petition of Marius M. Rank and Barbara Rank, his wife, respectively shows:

1.

That on the 12th day of June, 1958, William Lee Wells, Sr., and Mabel Tresa Wells, his wife, entered into a Standard Land Installment Contract as the sellers with one Henry Shriver, the buyer. Original of said contract is filed herein as Plaintiffs' Exhibit No. 1.

2.

That on May 29, 1964, William Lee Wells, Sr. and his wife, Mabel Tresa Wells, sold the property which was the subject property described in the aforesaid land installment contract to Marius M. Rank and Barbara Rank, his wife, and on June 23, 1964, William Lee Wells and wife assigned the aforesaid land installment contract to Marius and Barbara Rank for the purpose of foreclusure. Original of said assignment filed herein as Plaintiffs' Exhibit No. 2.

3.

That the said Henry Shriver, the buyer, is in default under the aforesaid installment contract and has received 30 days notice of intent to foreclose in accordance with Art. 21, Sec. 113.

WHEREFORE, your Petitioners Pray:

1. That a Decree may be passed for the sale of said property in accordance with the terms of said land installment contract.
2. And for such other and further relief as their case may require.

And as in duty bound, etc.

George B. Woelfel Jr.

George B. Woelfel Jr.—Solicitor
9-13 School Street
Annapolis, Maryland
phone CO-3-2080 or 8-1671

Marius M Rank
Marius M. Rank

Barbara Rank
Barbara Rank

FILED
1964 AUG -7 AM 11:46

BOOK 157 PAGE 164

Standard Land Installment Contract

Equity No. 16,510

Approved by Real Estate Board of Baltimore

This Agreement of Sale, made this 12th day of June 195 8, between William Lee Wells, Sr., and Mabel Tresa Wells, his wife, who resides at Annapolis, Maryland and whose post-office address is Box 438, R. F. D. #2, Annapolis, Maryland Sellers and Henry Shriver and who resides at 8 Holloway Road and whose post-office address is 8 Holloway Road, Marley Park, Glen Burnie, Maryland, Buyers

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in the Fifth Election District of Anne Arundel County, Maryland, being known as Lots No's. 25 and 26 on the plat of Marley Park Addition, which Plat is recorded among the plat records of Anne Arundel County in the Plat Cabinet No. 1, Rod X, plat 5, formerly in the Plat Book Liber F.S.R. No. 3, folio 5.

at and for the cash price of Five Thousand Dollars $5,000.00

Fees and other charges, if any $

Insurance, covering loss by fire, Great Atlantic Insurance Company of New York
1 Liberty Street,
New York 5, N. Y.

in the amount of $7,000.00, payable to Seller and/or Buyer as their interests may appear.

Policy expires January 31, 1961

Total Purchase Price $5,000.00

Paid on account by Buyer $ 711.28

Principal balance owed by Buyer $4,288.72

The above principal balance, together with the following listed property expenses, shall be paid by Buyer to Seller's Agent

(Place of payment) 30 Baltimore-Annapolis Boulevard, Glen Burnie, Maryland ~~Box 438, R. F. D. #2, Annapolis, Maryland~~

in consecutive (monthly) (~~weekly~~) installments of $69.13 each, which shall severally become due and payable on the First day of each and every (month) (~~week~~) beginning with the first installment due on the day of , 1958 and all subsequent installments shall be $69.13 per month, due and payable on the same day of each month as above

Interest at 6 % per annum on present unpaid balance of purchase price $

Annual Ground Rent (if any) None $

Present Annual Taxes $78.00 $

Estimated Annual Water Rent $10.13 $

Insurance Premiums $21.00 Per year. $

Other Public Charges, as follows: Sellers agree to pay Anne Arundel County Realty Co., Inc. 5% of the total consideration as commission on the signing of this contract. $

Said installment payments shall first be applied by the Seller, as provided in Chapter 596 of the Laws of Maryland, 1951, to the payment of (a) taxes, assessments and other public charges levied or assessed against said property and paid by the Seller; (b) ground rent, if any, paid by the Seller; (c) insurance premiums on said property paid by the Seller; (d) interest on unpaid balance owed by the Buyer; (e) principal balance owed by Buyer. As the principal balance is reduced the amount of interest charged will become less, so that payments on principal will be correspondingly increased. It is understood that taxes, water rent and other public charges may vary from time to time, and that in the event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges the difference shall be credited to the unpaid balance of the purchase price.

Seller agrees that Buyer shall have the right to accelerate any or all installment payments.

Collateral security (if any) taken for vendee's obligation under this contract:

and to continue in force until the principal balance plus interest at 6% and taxes and insurance are paid in full.

Exhibit No. 1

FILED 1964 AUG -7 AM 11:46

It is understood and agreed that, at any time during the life of this contract, upon thirty days written notice and demand by the Seller, Buyer shall accept a conveyance of the premises, pay the customary transfer charges, and execute a purchase money mortgage or mortgages to the Seller, or to a mortgagee or mortgagees procured by the Seller, in the amount of the unpaid principal balance then owing under this contract, said mortgage or mortgages to contain the provisions and covenants set forth in Section 119 (6) of Chapter 596 of the Laws of Maryland, 1951. Payments under such mortgage or mortgages shall not be in excess of the periodic payments required under this contract. When any mortgage or mortgages is executed pursuant to the Seller's demand under this paragraph, Buyer shall be liable for the expenses set forth in said Section 119 (6) of said Chapter 596, and the deed and mortgage or mortgages executed pursuant to this paragraph shall entirely supersede this contract.

The Seller shall have the right at all times to mortgage the property and to maintain a mortgage or mortgages thereon in accordance with the provisions of Section 119 (5A) of Chapter 596 of the Laws of Maryland, 1951.

Any such mortgage or mortgages executed under the provisions of this paragraph shall be for such term as may be required to amortize completely said principal sum, together with interest at the rate of..... per cent per annum (not more than six per cent per annum), and the expenses as described herein, upon the payment of periodic amounts not greater than those required under this contract.

The Buyer agrees:

1. To keep the premises in good order and in as good condition as when received, the natural wear and decay of the property excepted.
2. That he will not assign or transfer this agreement without the written consent of the Seller.
3. That all necessary alterations or repairs shall be made by him at his own expense.
4. That he will make the payments provided hereunder when and as they become due.
5. That he will not do, suffer or permit anything to be done in or about the premises which will contravene the policies of insurance against loss by fire.
6. That he will not use or permit the use of the premises for purposes other than those of a dwelling.
7. That he will not rent the premises in whole or part without first obtaining the written consent of the Seller.
8. That he will comply with all local and other laws and regulations governing occupancy and use of the said premises.

Said property has been inspected by Buyer prior to the date of this contract and Buyer accepts it in its present condition. There are no collateral understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller.

THE SELLER has/has not received notice from a public agency requiring repairs or improvements to be made to the property herein described.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance, shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities above ground and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or right of possession has been given.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of , at which time right of possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract, at the expense of the Buyer.

DEFAULT: Failure of Buyer to make payments as herein provided or to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default, and shall, in addition to other remedies provided by law, entitle the Seller to make a sale of the property in accordance with the provisions of Sec. 122 of said Chapter 596, Laws of Maryland, 1951. Said Buyer hereby assents to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court Number Two of Baltimore City, or by the Circuit Court for the County in which the property is located, for a sale of said property in accordance with the provisions of said Sec. 122 of Chapter 596, Laws of Maryland, 1951. And upon any sale of said property under the powers hereby granted, the proceeds shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; second, to the extinguishment of all claims of the Seller herein, his, its, or their heirs, executors, administrators, successors, or assigns, whether the same shall have then matured or not, and third, the balance, if any, to the Buyer herein, his or their heirs, executors, administrators, or assigns.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

Witness in duplicate the hands and seals of the parties hereto the day and year first above written.

NOTICE TO BUYER

You are entitled to a copy of this contract at the time you sign it.

Witness ..... Buyer's ~~Seller's~~ Signature ..... (SEAL)

Witness ..... ~~Buyer's Signature~~ ..... (SEAL)

Date signed by Seller ..... June 12 ..... 19 58

Witness ..... Seller's ~~Buyer's~~ Signature Isabel I. Wells ..... (SEAL)

Witness ..... Seller's ~~Buyer's~~ Signature William L. Wells ..... (SEAL)

Date signed by Buyer ..... June 12 ..... 19 58

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyer hereby acknowledges receipt of copy of the foregoing contract this

.....day of.....19 .

WITNESS ..... Buyer

WITNESS ..... Buyer

BOOK 157 PAGE 165

BOOK 157 PAGE 166

No. 16,510 Equity

ASSIGNMENT OF LAND INSTALLMENT

CONTRACT

This Assignment made this 23rd day of June, 1964, by and between William Lee Wells, Sr., and Mabel Tresa Wells, his wife, hereinafter called Assignors; and Marius M. Rank and Barbara Rank, his wife, hereinafter called Assignees.

Whereas on the 29th day of May, 1964, Marius M. Rank and Barbara Rank, his wife, purchased a house and two lots located in Marley Park from the said William Lee Wells, Sr., and Mabel Tresa Wells, his wife, and

Whereas there is a land installment contract outstanding dated the 12th day of June, 1958, which is unrecorded in the Land Records of Anne Arundel County, between William Lee Wells, Sr., and Mabel Tresa Wells, his wife, and Henry Shriver, and

Whereas Marius M. Rank and Barbara Rank, his wife, were never advised of the said Land Installment Contract by either William Lee Wells, Sr., and Mabel Tresa Wells, his wife, or Henry Shriver, and

Whereas said Land Installment contract must be foreclosed to obtain clear title to the said house and two lots and

Whereas said William Lee Wells, Sr., and Mabel Tresa Wells, his wife, have advised Marius M. Rank that they will not foreclose the Land Installment Contract.

Now Therefore This Assignment Witnesseth:

That for and inconsideration of the premises William Lee Wells, Sr., and Mabel Tresa Wells, his wife, hereby assign the attached Land Installment Contract dated June 12, 1958 between William Lee Wells, Sr., and Mabel Tresa Wells, his wife, and Henry Shriver, to Marius M. Rank and Barbara Rank, his wife, for the purpose of foreclosure of the contract against the said Henry Shriver.

Witness the hands and seals of the said Assignors.

William Lee Wells Sr. (Seal)
William Lee Wells, Sr.

Mabel Tresa Wells (Seal)
Mabel Tresa Wells

Exhibit No. 2

FILED
1964 AUG -7 AM 11:46

REGISTERED NO. 007545

Value $ NV Spec. del'y fee $

Fee $ 60 Ret. receipt fee $ 60

Surcharge $ Rest. del'y fee $

Postage $ 5 ☐ Airmail

Postmaster, By

From Geo B Woelfel Jr
9 School St

To Mr Henry Shriver
8 Hallway Rd
Marley Park
Glen Burnie Md

POD Form 3806 Oct. 1960 c48—16—70493-5

BOOK 157 PAGE 167

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

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

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY Mary Shriver

DATE DELIVERED 6-30-64

SHOW WHERE DELIVERED (only if requested)

C55—16—71548-5—F GPO

GEORGE B. WOELFEL, JR.
ATTORNEY AT LAW
9 SCHOOL STREET
ANNAPOLIS, MD.
COLONIAL 3-2282

June 29, 1964

Mr. Henry Shriver
8 Hallway Road
Marley Park
Glen Burnie, Maryland

Dear Mr. Shriver,

I represent Mr. Marius Rank and Barbara Rank, his wife, who purchased the property on which you are living from the Wellses.

You are hereby notified that on June 23, 1964, William and Mabel Wells assigned your land installment with them dated June 23, 1958, to Marius and Barbara Rank for the purpose of foreclosure.

Please be advised that this letter is your notice in accordance with Rule W79 that you are Eighteen Months in arrears on your payments of $ 69.13 due on the first of each and every month. That makes a total of $ 1,244.34 you are in arrears. Unless that amount is received in full by me in this office by August 1, 1964, your contract will be in default according to the law and I will take immediate steps to foreclose the property.

Very truly yours,

George B. Woelfel Jr.
Attorney

GBWjr:
Registered Mail
Return Receipt requested
cc: Mr. Marius Rank
214 Best Gate Road
Annapolis, RFD, Maryland

FILED
1964 AUG -7 AM 11:46

Exhibit No. 5

5

MARIUS M. RANK and BARBARA RANK, his wife, Assignees : No. 16,510 Equity — Equity

In the Circuit Court

vs

for

HENRY SHRIVER — Anne Arundel County

: : : : : : : : : :

CERTIFICATE OF NOTICE

To the Honorable, the Judges of said Court:

I, the undersigned Solicitor and Agent for Marius M. Rank and Barbara Rank, his wife, hereby certify that I have complied with the provisions of Art. 21, Sec. 113 of the Annotated Code of Maryland, the 1957 Edition, by mailing notice to Henry Shriver on June 29, 1964, that his Land Installment Contract had been assigned and was in default and that the assignees intended to foreclose unless the arrearage was brought to date within 30 days.

A carbon copy of the aforementioned letter is filed herewith as Plaintiff's Exhibit No. 3 with the signed return receipt attached.

George B. Woelfel Jr.
Solicitor and Agent for Assignees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 7th day of August, 1964, before me, the subscriber, a notary public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel Jr. who made oath in due form of law that the matters and facts set forth in the aforegoing certificate of notice are true to the best of his personal knowledge and belief.

Witness my hand and seal notarial.

Mary M. Hoff, Notary Public

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1964 AUG -7 AM 11:46

6

BOOK 157 PAGE 169 No. 16,510

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 7th day of August, 19 64, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Marius M. Rank and Barbara Rank, his wife,

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

Henry Shriver is living in the house on the property to be foreclosed and that he is too old for military service

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 7th day of August, 1964.

Notarial Seal

Mary M. Hoff
Mary M. Hoff — Notary Public

My Commission will expire on: 5/3/65

Filed,

FILED
1964 AUG -7 AM 11:46

7

BOOK 157 PAGE 170

MARIUS M. RANK and BARBARA RANK, his wife, Assignees : No. 16,510 Equity

In the Circuit Court

vs

for

HENRY SHRIVER Anne Arundel County

: : : : : : : : : : :

STATEMENT OF CLAIM

Purchase Price	$ 5,000.00
Paid on account at date of contract	-711.28
	$ 4,288.72
Paid on principal	- 2,004.90
Balance due at end of August, 1964	$ 2,283.82

George B. Woelfel Jr.

Marius M. Rank

Barbara Rank

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify on this 7th day of August, 1964, before me, the subscriber, a notary public of the State of Maryland, in and for Anne Arundel County, to wit as aforesaid, personally appeared the above signed individuals who made oath in due form of law that the matters and figures set forth above are true to the best of their personal knowledge and belief.

Witness my hand and seal notarial.

Mary M. Hoff — Notary Public

FILED

1964 AUG -7 AM 11:46

MARIUS M. RANK and BARBARA RANK, his wife, Assignees : No. 16,510 Equity

In the Circuit Court

vs

for

HENRY SHRIVER Anne Arundel County

: : : : : : : : : :

D E C R E E

The Petition for sale and other proceedings in the above entitled cause having been submitted, the proceedings therein were read and considered;

It is thereupon this 11th day of August, 1964, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the property described in the Land Installment Contract in these proceedings mentioned be sold; and that George B. Woelfel Jr., Solicitor for the Petitioners, be, and he is hereby appointed Trustee to make said sale and that the course and manner of his proceedings shall be as follows:

He shall file with the clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties, to be approved by this Court or by the Clerk thereof in the penal sum of twenty thousand Dollars conditioned for the Trustee's faithful performance and execution of the trust reposed in him by this decree. He shall then proceed to make said sale, having first given at least three weeks notice by advertisement inserted in some newspaper or newspapers of general circulation in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be a deposit of Five Hundred Dollars ($500) at the time of sale, the balance to be paid in cash upon ratification of said sale, with interest at 6% per annum on the unpaid balance from the day of sale, or all cash at the option of the buyer; and as soon as may be convenient after such sale, 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 upon the Court's ratification of the sale and the payment of the full purchase price, 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, free, clear and discharged from all claims of the parties hereto, both plaintiffs and defendants and Trustee and of those claiming by, from or under 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 all expenses incident to said sale, and such commission to the said Trustee as this Court may think proper to allow considering the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Matthew Evans
Judge

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1964 AUG 11 PM 3:05

BOOK 157 PAGE 173

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

BOOK 12 PAGE 476

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

Bond No. 449752

Equity #16,510

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, GEORGE B. WOELFEL, JR. 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 TWENTY FIVE HUNDRED DOLLARS ($2,500.00) ---------- , current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 12th day of August , 1964

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled , Marius M. Rank and Barbara Rank, his wife Vs. Henry Shriver ---------- dated August 11, 1964 , the said George B. Woelfel ---------- was appointed Trustee to make sale of the property described in said proceedings, and the said George B. Woelfel, Jr. --------- 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.

WITNESS:

George B. Woelfel, Jr. (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Ethel M. Carle
Ethel M. Carle

Bond approved this 12th day of August, 1964

Marius M. Phipps, Clerk

FILED
AUG 12 AM 10:02

Public Sale Of Real Estate

Under and by virtue of a decree of the Circuit Court for Anne Arundel County dated the 11th day of August, 1964, and passed in a cause therein pending wherein Marius M. Rank and Barbara Rank, his wife, were Plaintiffs and Henry Shriver was the Defendant, the same being No. 15,997 Equity, the undersigned Trustee therein to make sale of the real estate in said proceedings mentioned will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland, on

TUES., SEPT. 8TH, 1964 AT 1:30 O'CLOCK P.M.

All those lots of ground in the Third Election District of Anne Arundel County being known as Lots Nos. 25 & 26 on the Plat of Marley Park Beach Annex which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 7, folio 43. Being the same property conveyed to Marius M. Rank and Barbara Rank, his wife, by deed from William Lee Wells and Mabel T. Wells, his wife, dated May 29, 1964, and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1759, folio 131.

Improvements: Property is improved by a frame dwelling house.

Terms of Sale: A deposit of $500.00 will be required on the day of sale, balance to be paid in cash upon ratification of sale or all cash at the option of the purchaser. Deferred payments to bear interest at the rate of 6 per cent. Taxes adjusted to day of sale.

No. 12

For further particulars, apply:

GEORGE B. WOELFEL JR.
Trustee

9-13 School Street
Annapolis, Maryland

ROBERT H. CAMPBELL
Auctioneer S-4

OFFI OF 15,997 Eq ?

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 174

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 5, 1964

We hereby certify, that the annexed Public Sale of Real Estate 16,510 Equity Marius M. Rank ()

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 2th day of September, 1964. The first insertion being made the 14th day of August, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

By [illegible]

1964 SEP -8 PM 3:28

BOOK 157 PAGE 175

Marius M. Rank and Barbara Rank, his wife, Assignees	:	No. 16,510 Equity
	:	In the Circuit Court
vs.	:	for
Henry Shriver	:	Anne Arundel County

: : : : : : : :

AUCTIONEER's CERTIFICATE

I hereby certify that upon this 8th day of September, 1964, I sold the property in these proceedings at public auction to Marius M. Rank & Barbara Rank at and for the sum of One Thousand Dollars, ($1,000.00) they being at that figure the highest bidders therefor.

Witness my hand and seal placed hereon the day and year above mentioned.

Witness:
George Woelfel Jr

Robert H. Campbell (Seal)
Auctioneer

PURCHASER'S AGREEMENT

~~I~~ We hereby certify that upon this 8th day of September, 1964, ~~I~~ we purchased the within mentioned property from George B. Woelfel, Jr., Trustee, at and for the sum of One Thousand Dollars, and ~~I~~ we do hereby agree to comply with the terms of said sale, the same was purchased as principal and not as an agent for anyone. Further swear that we did not directly or indirectly discourage anyone from bidding for the said property mentioned in the said Report of Sale.

Witness our hands and seals.

Witness:
George Woelfel Jr

Marius M Rank (SEAL)
Purchasers
Barbara Rank (Seal)

Sworn and subscribed to before me this 8th day of Sept., 1964.

Mary M. Hoff
Notary Public

FILED
1964 SEP -9 PM 12: 31

3

MARIUS M. RANK and BARBARA RANK, his wife, Assignees,	: No. 16,510	Equity
	: In the Circuit Court	
vs	: for	
HENRY SHRIVER	: Anne Arundel County	

: : : : : : : : : :

REPORT OF SALE

To the Honorable, the Judges of the said Court:

The Report of George B. Woelfel Jr., Trustee, appointed by a decree of this Court, passed in the above entitled cause, dated the 11th day of August, 1964, to make sale of certain real estate therein mentioned, 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 decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Evening Capital a daily newspaper published in Anne Arundel County, for at least three successive weeks before the day of the sale, he did, pursuant to said notice, attend the said sale at the Court House door in Annapolis on September 8th, 1964, at 1:30 PM and then and there proceed to sell said property in the manner following, that is to say:

Your Trustee offered at public sale to the highest bidder the said property, namely, Lots Nos 25 & 26 of Marley Park Beach Annex located in the third election district of Anne Arundel County, with the improvements thereon.

And your said Trustee sold the above described property to Marius M. Rank and Barbara Rank, his wife, the alleged present owners, for the sum of One Thousand Dollars ($1,000), they being the only and the highest bidders; the terms of the sale being Five Hundred Dollars ($500) cash paid down at time of sale, balance to be paid in cash upon ratification of sale.

That Marius M. Rank and Barbara Rank had purchased the said property from William Lee Wells and Mabel T. Wells, his wife, by deed dated May 29, 1964, and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1759, folio 131. Although Marius M. Rank and wife, had the title to said property searched, it did not disclose an unrecorded

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1964 SEP 10 AM 11:00

14

land installment contract on the property. Marius M. Rank and wife then proceed to have the said land installment contract assigned to them for the purpose of foreclosure to clear their title and to enable them to collect rent on the property or to eject the tenant, Henry Shriver, the buyer under the land installment contract. Neither the seller nor the buyer under the said land installment contract advised Marius M. Rank and wife of the existance of the said unrecorded installment contract until after Marius Rank and wife had purchased the property for Three Thousand Dollars.

That Henry Shriver and his solicitor, Bernard Link, of Baltimore City knew of the date of the sale as Mr. Link had talked with your Trustee on the phone several times over a period of one month about paying off the debt due and redeeming the property. Your Trustee advised Bernard Link, Esquire, that only cash money for the entire debt due would stop the sale as the Tenant Henry Shriver had paid nothing as a tenant or buyer for one year and a half and his promise ment little.

Respectfully submitted,

George B. Woelfel Jr.

George B. Woelfel Jr.—Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify on this 9th day of August, 1964, before me, the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, aforesaid, personally appeared George B. Woelfel Jr., Trustee, who made oath in due form of law that the matters and facts set forth in the aforegoing report of sale are true to the best of his personal knowledge and belief, and that the sale was fairly made.

Witness my hand and seal notarial.

Mary M. Hoff

Mary M. Hoff—Notary Public

ORDER NISI

BOOK 157 PAGE 178

MARIUS M. RANK and
BARBARA RANK, his wife, Assignees

versus

HENRY SHRIVER

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,510 Equity

Ordered, this 10th day of September, 19 64, That the sale of the property in these proceedings mentioned made and reported by George B. Woelfel, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th 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 14th day of October next.

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

Louis N. Phipps Clerk.

True Copy,
George B. Woelfel, Jr. Atty

TEST: Clerk.
For the Evening Capital (Sept. 12th Edition)

(Final Order)

MARIUS M. RANK and
BARBARA RANK, his wife, Assignees

versus

HENRY SHRIVER

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of October, 19 64 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bowie Duckett
JUDGE.

FILED
1964 Oct 16

16

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,510 EQUITY
MARIUS M. RANK and
BARBARA RANK, his wife, Assignees
versus
HENRY SHRIVER

Ordered, this 10th day of September, 1964, That the sale of the property in these proceedings mentioned made and reported by George B. Woelfel, Jr Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th 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 14th day of October next.

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

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

O-3

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 179

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1964

We hereby certify, that the annexed

Order Nisi Eq. 16,510

Sale

Marius M Rank Henry Shriver.

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 14th day of October, 1964 The first insertion being made the 12th day of September, 1964.

FILED THE CAPITAL-GAZETTE PRESS, INC.

1964 OCT -6 PM 4:04

No. E. C. 9373

By H. Tilghman

17

In the Case of

MARIUS M. RANK AND
BARBARA RANK, HIS WIFE, ASSIGNEES

VS.

HENRY SHRIVER

In the

Circuit Court

For

Anne Arundel County

No. 16,510 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 23 AM 11:19
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All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 10th 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 10 AM 8:45

18

Dr. Marius M. Rank and Barbara Rank, his wife, Assignees

VS

Henry Shriver

In Acct. with George B. Woelfel, Jr., Trustee

						Cr.	
By	Amount of Sale, as per Trustee's Report of Sale filed			1,000	00		
By	Interest, 6% on deferred payment, $500.00 from 9/8/64 to 10/16/64			3	10		
						1,003	10
To	Trustee for fee, as per Order of Court 10/15/64, viz	100	00				
				100	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	29	25				
	Auditor, this account	22	50				
				61	75		
To	Trustee for expenses, viz						
	Capital-Gazette Press Inc. Advertising & Nisi - Sale	76	24				
	Globe Indemnity Co. - bond	10	00				
	Robert H. Campbell, auctioneer's fee	45	00				
				131	24		
To	Marius M. Rank and Barbara Rank, assignees, on account of balance due on Land Installment Contract	710	11				
				710	11		
						1,003	10
	Balance due on Land Installment Contract as per claim filed	2,283	82				
	Interest 6%, thereon, from 9/1/64 to 11/10/64	26	64				
		2,310	46				
	Credit amount allowed above	710	11				
	This amount subject to decree in personam	1,600	35				

WILLIAM F. JENKINS and ANNA JENKINS, his wife 102 Poplar Avenue Linthicum Heights, Md.	:	IN THE
VS.	:	CIRCUIT COURT
BLACK BROTHERS, INC., a body corporate of Maryland (Defunct Corp.) M. SUMTER BLACK, FRANK G. BLACK, W. EDGAR BLACK and PAULA M. BLACK, widow of Samuel W. Black, Non-residents, residing in Huntington Park and Norwalk, California and Lane County, Oregon. Sole heirs of W. Sumter Black and Elizabeth S. Black, both deceased. And Any person or persons interested in Black Brothers, Inc., a body corporate of the State of Maryland.	:	FOR ANNE ARUNDEL COUNTY EQUITY NO 11,580

PETITION FOR REDEMPTION OF GROUND RENT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Petitioners, William F. Jenkins and Anna Jenkins, his wife, respectfully show:

1. That they are the owners of the leasehold estate which was acquired by deed dated October 12, 1938, from William P. Dietz, et al, to the Petitioners, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 210, folio 233, conveying lots designated as lots 1, 2, 3, and 4, Plat of Property of Samuel Morris "Addition to Woodlawn Heights", plat filed among the Land Records of Anne Arundel County in Liber G.W. No. 1, Section 3, folio 338, subject to an annual ground rent of $90.00 reserved by Walter H. Ripple and Ernestine Ripple, his wife, lessors, to Samuel Morris, lessee, July 21, 1921, payable on the 1st day of January and July of each year; a certified copy of which deed to Petitioners is filed herewith as a part hereof marked "Petitioners Exhibit A".

2. That said ground rent so reserved was conveyed to Black

Filed: 25 Nov. 1955

Brothers, Inc., July 19, 1922, by said Walter H. Ripple and Ernestine Ripple, his wife, which deed was recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 56, folio 82, a copy of which is filed herewith as a part hereof marked "Petitioners Exhibit B".

3. That said ground rent is redeemable under Maryland Code 1951, Article 21, Section 112, and that said Black Brothers, Inc., is the record title holder of said ground rent.

4. That said Black Brothers, Inc., was duly incorporated under the laws of the State of Maryland, but forfeited its charter on February 15, 1935 for non-payment of state taxes.

5. That W. Sumter Black and Elizabeth S. Black, his wife, according to the Petitioners best information and belief, were before and at the time of the forfeiture of said corporate charter, the sole surviving directors of said Black Brothers, Inc., and the sole owners of its stock, with no outstanding indebtedness.

6. That the Petitioners are reliably informed and so allege that both said W. Sumter Black and Elizabeth S. Black, his wife, are dead, and that their sole heirs and present owners of said ground rent or asset of said defunct corporation, are their children herein named as respondents.

7. That the said Respondents, now the sole owners of said ground rent, are all non-residents residing in the States of California and Oregon, their exact addresses being unknown to your Petitioners; that they have been notified by the Petitioners, through their Attorney and Agent, Linwood L. Clark of Annapolis, Maryland, of their desire to redeem said ground rent.

8. That the said Black Brothers, Inc., the record owner of said ground rent, being no longer in existence, there is no one qualified to execute to your Petitioners a valid deed of redemption of the aforesaid ground rent issuing out of said property, hence your Petitioners seek relief in this Honorable Court by tendering the sum of $1500.00 with adjusted rent for the redemption thereof.

WHEREFORE, your Petitioners pray this Honorable Court to pass an order appointing a trustee to convey to your Petitioners a good and marketable deed to the above annual ground rent.

TO THE END THEREFORE:

a. That this Honorable Court grant a writ of publication directed to said Black Brothers, Inc., or any person or persons interested in any way in said corporation as stockholders, directors, or creditors.

b. That a trustee be appointed to execute to said leasehold owners, William F. Jenkins and Anna Jenkins, his wife, a good and marketable deed of the said ground rent issuing out of said property upon payment as aforesaid.

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

AND as in duty bound, etc.

Carl R. Mooney
Solicitor for Petitioners

William F. Jenkins
William F. Jenkins

Anna Jenkins
Anna Jenkins - Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to-wit:

I HEREBY CERTIFY that on this 22nd day of November, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William F. Jenkins and Anna Jenkins, his wife, the petitioners herein, and made oath in due form of law that the matters and facts set forth above are true and correct to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

Virginia G. Zebrauskas
NOTARY PUBLIC

Notary Commission Expires on May 7, 1957.

Basil E. Moore, Jr.
Attorney-at-Law
236 Main Street
Annapolis, Maryland

BOOK 157 PAGE 185

WILLIAM F. JENKINS and ANNA JENKINS, his wife 102 Poplar Avenue Linthicum Heights, Md.	:	IN THE
VS.	:	CIRCUIT COURT
BLACK BROTHERS, INC., a body corporate of Maryland (Defunct Corp.) M. SUMTER BLACK, FRANK G. BLACK, W. EDGAR BLACK, and PAULA M. BLACK, widow of Samuel W. Black, Non-residents, residing in Huntington Park and Norwalk, California, and Lane County, Oregon. Sole heirs of W. Sumter Black, and Elizabeth S. Black, both deceased.	:	FOR ANNE ARUNDEL COUNTY
And any person or persons interested in Black Brothers, Inc., a body corporate of the State of Maryland.	:	EQUITY NO 11,580

ORDER OF PUBLICATION

The object of this suit is to secure a good and marketable title to the reversion and annual rent issuing out of the property hereinafter described.

The petition states that William F. Jenkins and Anna Jenkins, his wife, are the owners of leasehold property known as lots 1, 2, 3, and 4, Plat of Property of Samuel Morris, "Addition to Woodlawn Heights", plat filed among the Plat Records of Anne Arundel County in G.W. No. 1, Section 3, folio 338, subject to an annual ground rent of $90.00, payable on the 1st day of January and July in each and every year; that said rent is redeemable under the Annotated Code of Maryland, 1951, Article 21, Section 112; that Black Brothers, Inc., is the record title owner of said ground rent and reversion; that Black Brothers, Inc., was duly incorporated under the laws of the State of Maryland, but forfeited its

Filed 25 Nov., 1955.

charter February 15, 1935 for the non-payment of State taxes; that W. Sumter Black and Elizabeth S. Black, his wife, were the sole owners of the stock of said body corporate as well as its sole surviving directors at the time the said Black Brothers, Inc., went out of existence by said forfeiture; that the Petitioners are reliably informed and so allege that both said W. Sumter Black and Elizabeth S. Black, his wife, are dead, and that their sole heirs and present owners of said ground rent or asset of said defunct corporation, are their children herein named as respondents; that the above named heirs of W. Sumter Black and Elizabeth S. Black, are non-residents of the State of Maryland, residing in Huntington Park and Norwalk, State of California, and Lane County, State of Oregon; that said Black Brothers, Inc., is no longer in existence and there is no one qualified to execute a deed of redemption of said reversion and rent issuing out of said property, hence petitioners seek relief in this Honorable Court by tendering the sum of $1500.00 with adjusted rent for the redemption of said ground rent.

The Petitioners pray that this Honorable Court grant a writ of publication directed to said Black Brothers, Inc., or any person or persons interested in any way in said corporation as stockholders, directors, or creditors; that a trustee be appointed to execute to said leasehold owners, William F. Jenkins and Anna Jenkins, his wife, a good and marketable deed of the said ground rent issuing out of said property upon payment as aforesaid.

IT IS THEREFORE ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 25 day of November, 1955, that the Petitioners, by causing a copy of this Order to be inserted in some weekly newspaper published in Anne Arundel County once a week for four successive weeks before the 3 day of January, 1956, give notice to the respondents who are non-residents of the

State of Maryland, residing in Huntington Park and Norwalk, California, and Lane County, Oregon, and any person or persons interested in Black Brothers, Inc., as stockholders, directors or creditors, of the object and substance of this Petition, warning them to be and appear in this Court on or before the 19 day of January, 1956, to show cause, if any they may have, why the relief prayed in the aforegoing petition should not be granted.

George T. Cromwell,
CLERK

WILLIAM F. JENKINS and ANNA JENKINS, his wife	:	IN THE CIRCUIT COURT
	:	
vs.		FOR
	:	
BLACK BROTHERS, INC., a body corporate of Maryland (Defunct Corporation)	:	ANNE ARUNDEL COUNTY
et al.	:	Equity No. 11,580

ANSWER TO PETITION FOR
REDEMPTION OF GROUND RENT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Respondents, and each of them, being the sole heirs of W. Sumter Black and Elizabeth S. Black, his wife, both deceased, by Linwood L. Clark, their attorney, answering said Petition respectfully say:

1. That answering paragraph one, they admit same.

2. That answering paragraph two, they admit same.

3. That answering paragraph three, they admit same so far as the right of redemption is concerned; that so far as Black Brothers, Inc., being the record title holder of said ground rent is concerned, they are reliably informed that The Title Guarantee & Trust Company of Baltimore, Maryland, has had occasion to examine the title of said ground rent, and it has certified the record title holder to be Black Brothers, Inc., at the time it went out of existence in 1935; that they and each of them accept this finding.

4. That answering paragraph four, they admit same.

5. Answering paragraph five, they were always under the impression that W. Sumter Black was the sole stockholder and the only surviving director of said corporation, but they are now reliably informed and so affirm that he and Elizabeth S. Black, his wife, were the surviving directors of said corporation and sole owners of its stock at the time of said forfeiture, and that there

Filed DEC 27 1955

were no outstanding creditors.

6. Answering paragraph six, they admit same.

7. Answering paragraph 7, they admit that their attorney and agent, Linwood L. Clark, of Annapolis, Maryland, has informed them of the Petitioners desire to redeem the ground rent reserved on their said lots.

8. Answering paragraph eight, the Respondents admit that Black Brothers, Inc., is no longer in existence and so far as they know, there is no living person qualified to execute to the Petitioners in this matter a valid deed of redemption of the aforesaid ground rent.

Further answering said Petition, your Respondents and each of them say that they have authorized their attorney and agent, Linwood L. Clark, of Annapolis, Maryland, to represent them as the sole heirs of W. Sumter Black and Elizabeth S. Black, his wife, to the end that payment for said ground rent as per Order of Court will be made at the time of delivery of the deed.

Linwood L. Clark
Linwood L. Clark,
Attorney for Defendants

M. Sumter Black
M. Sumter Black

Frank G. Black
Frank G. Black

W. Edgar Black
W. Edgar Black

Paula M. Black
Paula M. Black

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, to-wit:

I HEREBY CERTIFY that on this 21st day of December, 1955, before me, the subscriber, a Notary Public of the State of California, in and for the County aforesaid, personally appeared M. Sumter Black and made oath in due form of law for himself and on behalf of the respondents herein, joint owners with him of said ground rent, that the matters and facts above stated are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Maurie Gerson
Notary Public
My Commission Expires August 26, 1959

Plaintiff's Exhibit "A"

(INT. REV. STAMP 50¢) (MD. ST. STAMP 50¢)

THIS DEED made this 12 day of October, 1938, by and between William P. Dietz and Madeline Dietz, his wife, of Anne Arundel County, State of Maryland, hereinafter referred to as "GRANTORS"; and William Jenkins and Anna Jenkins, his wife, of the said County and State, hereinafter referred to as "GRANTEES".

WITNESSETH: That in consideration of the sum of Ten Dollars ($10.00), and other good and valuable considerations paid by the GRANTEES to the GRANTORS, receipt whereof in full is hereby acknowledged, the said GRANTORS do hereby grant and convey unto the said GRANTEES, their heirs and assigns.

All those lots of ground situate in the Fifth Election District of Anne Arundel County, Maryland, and more particularly described as follows:

Beginning for the same at the intersection of the north side of Poplar Street and the east side of Walnut Street and running thence easterly bounding on the north side of Poplar Street 102 26/100 feet; thence northerly at right angles to Poplar Street 181 94/100 feet; thence northwesterly 127 4/10 feet to the east side of Walnut Street and thence southerly binding on the east side of Walnut Street 231 54/100 feet to the place of beginning. Being lots Nos. 1, 2, 3 and 4 as shown on the Plat of the property of Samuel Morris' Addition to Woodlawn Heights, recorded in Plat Book G. W. 1, Section 3, folio 338.

Being the same property conveyed to the said William P. Dietz and Madeline Dietz, his wife, by assignment from Arthur H. Miller, dated August 17, 1934, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 125, folio 564.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging, or in anywise appertaining.

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TO HAVE AND TO HOLD the said described lots of ground and premises unto and to the use of William Jenkins and Anna Jenkins, his wife, as tenants by the entireties, or the survivor, their personal representatives 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 ground rent of Ninety Dollars ($90.00), payable half yearly on the first days of January and July in each and every year.

AND the said GRANTORS covenant that they willwarrant specially the property hereby granted and that they will execute such other and further assurances as the same which may be requisite.

Witness the hands and seals of the said GRANTORS,

TEST:

WILLIAM P. DIETZ (SEAL)

CATHERINE C. WARD

MADELINE DIETZ (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 12 day of October, 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared William P. Dietz and Madeline Dietz, his wife, the GRANTORS named in the aforegoing Deed, and they and each of them acknowledged the said Deed to be their act and deed.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

CATHERINE C. WARD

NOTARY PUBLIC

Recorded- 27th-Dec-1939-at-12- 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. 210, folio 233, 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 28th day of November, 1955.

George T. Cromwell

George T. Cromwell, Clerk

Plaintiff's Exhibit "B"

(.50 Rev. Stamp.)

This Deed, Made this 27th. day of July, in the year nineteen hundred and twenty-one, by Walter H. Rippel and Ernestina Rippel, his wife, of Baltimore City, of the first part, and Black Brothers, Incorporated, of Anne Arundel County, of the second part.

Witnesseth, That in consideration of the sum of Five Dollars, the said Walter H. Rippell and Ernestina Rippell, his wife, do hereby grant and convey unto Black Brothers, Incorporated its successors and assigns,

All that lot or parcel of ground situated and lying in the Fifth Election District of Anne Arundel County, and particularly described as follows:

Beginning for the same at a point formed by the intersection of the North side of Poplar Street and the East side of Walnut Street, and running thence Easterly binding on the North side of Poplar Street one hundred two and twenty six one hundredths feet; thence Northerly at right angles to Poplar Street one hundred and eighty one and ninety four one hundredths feet; thence Northwesterly one hundred and twenty seven and four tenths feet to the East side of Walnut Street, thence Southerly binding on the East side of Walnut Street two hundred thirty one and fifty four one hundredths feet to the place of beginning. Being Lots Number One, two, three and four as shown on the plat of the property of Samuel Morris Addition to Woodlawn Heights, Anne Arundel County, Maryland, said plat being filed with the mortgage of Samuel Morris and wife to Black Brothers, Incorporated Immediately prior hereto.

Being the same lot of ground which by Lease, dated the 27th day of July, in the year one thousand nine hundred and twenty-one, and recorded among the Land Records of Anne Arundel County prior hereto, was demised and leased by Walter H. Rippel and Ernestina Rippel, his wife, unto Samuel Morris for the term of ninety nine years at and for the annual rent of Ninety Dollars, Dollars, payable in half yearly installments on the first day of July and January, in each and every year during the continuance of the same, and being also a portion of the same lot of ground which by deed dated the _____ of July, in the year one thousand nine

Filed 28 Nov., 1955

hundred and twenty one, and recorded among the Land Records of Anne Arundel County, immediately prior hereto, was granted and conveyed by Samuel Morris and Nellie B. Morris, his wife, unto Walter H. Rippel.

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

To Have And To Hold the above granted property and particularly the aforesaid rent payable out of said lot, and the reversion thereto, unto the said Black Brothers, Incorporated, its successors and assigns, forever, in fee-simple; subject, however, to the estate, terms and interest of the said lessee, his representatives and assigns, under the said lease.

And the said Walter H. Rippel and Ernestina Rippel, his wife, hereby 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 the day and year first above written.

Test: H. Lucile Trussell, Walter H. Rippel, (Seal)

Ernestina Rippel, (Seal)

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

I hereby certify, that on this 27_ day of July, in the year one thousand nine hundred and twenty one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Walter H. Rippel and Ernestina Rippel, his wife, and acknowledged the aforegoing deed to be their act.

(Notary Seal) H. Lucile Trussell, Notary Public.

Recorded 8th. May, 1922. 9 Am.

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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.N.W. No. 56, folio 82, 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 25th day of November, 1955.

George T. Cromwell

George T. Cromwell, Clerk

WILLIAM F. JENKINS and ANNA JENKINS, his wife 102 Poplar Avenue Linthicum Heights, Maryland	:	IN THE
Vs.	:	CIRCUIT COURT
BLACK BROTHERS, INC., a body corporate of Maryland (Defunct Corp): M. SUMTER BLACK, FRANK G. BLACK, W. EDGAR BLACK and PAULA M. BLACK, widow of Summel W. Black, Non-residents, residing in Huntington Park and Norwalk, California and Lane County, Oregon, Sole heirs of W. Sumter Black and Elizabeth S. Black, both deceased.	:	FOR ANNE ARUNDEL COUNTY
And any person or persons interested in Black Brothers, Inc., a body corporate of the State of Maryland.	:	NO. 11,580 EQUITY

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

ANSWER TO PETITION FOR
REDEMPTION OF GROUND RENT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of C. Braddock Jones and C. Braddock Jones, Jr., to the Petition heretofore filed in the above proceedings, by Rouse and Morton, their attorneys, respectfully represents:

-1-

Answering the First and Second Paragraphs of said Petition the said C. Braddock Jones and C. Braddock Jones, Jr., admit such facts as alleged as are a matter of record in the Land Records of Anne Arundel County;as to the other allegations contained in these Paragraphs, they neither admit nor deny the allegations contained therein.

-2-

Answering the Third Paragraph of said Petition they admit that said ground rent is redeemable under the laws of this State but they deny that Black Brothers, Inc., is the record title holder.

Filed JAN 19 1956

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

-3-

Answering the Fourth and Fifth Paragraphs of said Petition these Respondents neither admit nor deny the allegations contained therein.

-4-

Answering the Sixth Paragraph of said Petition these Respondents admit that W. Sumter Black and Elizabeth S. Black are deceased but they deny that their heirs are the present owners of said ground rent.

-5-

Answering the Seventh Paragraph of said Petition these Respondents neither admit nor deny the allegations contained therein.

-6-

Answering the Eighth Paragraph of said Petition these Respondents deny that Black Brothers, Inc., is the record owner of said ground rent and that there is no one qualified to execute a valid deed of redemption of the said ground rent.

-7-

Further answering said Petition, C. Braddock Jones and C. Braddock Jones, Jr., aver that by Deed dated April 8, 1952 and recorded among the Land Records of Anne Arundel County in Liber No. J.H.H. 675, folio 153, Leroy Habersank and wife conveyed to them the ground rent which is the subject of this proceeding; that they are the owners of said ground rent and that they can execute a valid deed of redemption thereof upon payment to them of the sum of money required for redemption. A Certified Copy of the aforementioned Deed is attached hereto marked "Exhibit A".

And having fully answered said Petition the said C. Braddock Jones and C. Braddock Jones, Jr., pray that the same may

USE AND MORTON
TTORNEYS AT LAW
NNAPOLIS, MARYLAND

be dismissed with their proper costs.

AND AS IN DUTY BOUND, ETC.

C. Braddock Jones

C. Braddock Jones, Jr.

Rouse and Morton
Rouse and Morton
18 West Street
Annapolis, Maryland
Solicitors for C.Braddock Jones and C. Braddock Jones, Jr.

STATE OF MARYLAND

ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 18th day of January, 1956 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared C. Braddock Jones and C. Braddock Jones, Jr., and made oath in due form of law that the matters and facts set forth in the aforegoing Answer to Petition for Redemption of Ground Rent are true and correct to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Louise N. Bassford
Louise N.Bassford, Notary Public.

This is to certify that a copy of the foregoing was mailed to Basil C. Moore, Counsel for Plaintiff, and Linwood C. Clark, Counsel for defendants, on January 19, 1956.

James C. Morton

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

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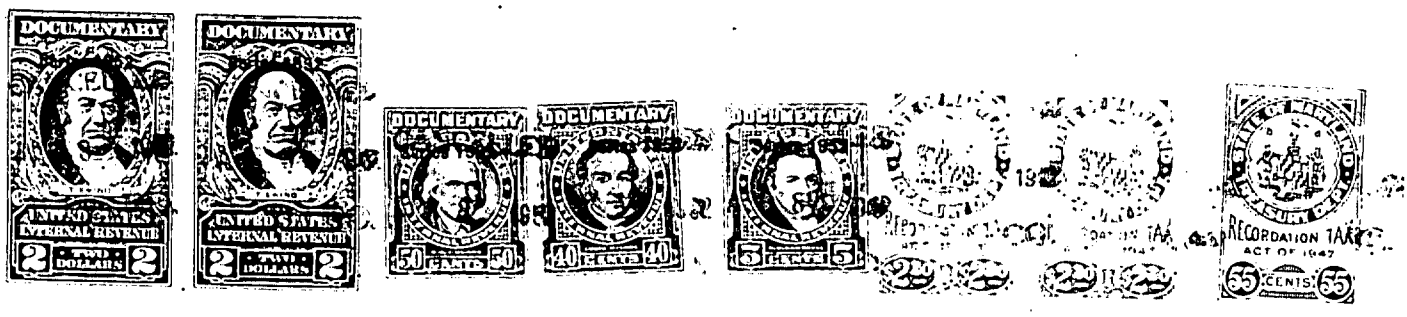
THE TITLE GUARANTEE COMPANY—DEED IN FEE. LBLR 675 PAGE 153

This Deed, *Made this* 8 day of April

in the year one thousand nine hundred and fifty-two, by and between LE ROY HABERSANK and EVA HABERSANK, his wife, of Anne Arundel County, State of Maryland, parties of the first part; and C. BRADDOCK JONES and C. BRADDOCK JONES, JR., of Baltimore City, State of Maryland, parties of the second part.

50CM 157 PAGE 199



Witnesseth, *that in consideration of the sum of* Five Dollars and other valuable considerations, this day paid, the receipt whereof is hereby acknowledged the said parties of the first part do hereby grant and convey unto the said parties of the second part, as tenants in common their heirs and

~~heirs and~~ *assigns, in fee simple, all* those *lots of ground situate in* ~~Baltimore~~ the Fifth Election District of Anne Arundel County *in the State of Maryland, and described as follows, that is to say:*

BEING known and designated as Lots Nos. 10,12,17,18,19,20, 21 and 22, in Block 2, Woodlawn Heights, Lots Nos.46 and 48 in Block 6, Woodlawn Heights, Lots Nos. 1,3,5,2,4,36 and 38, in Block 7 Woodlawn Heights, Lots Nos. 42 and 44 in Block 8 Woodlawn Heights, Lots Nos.6,8, 14 and 16, in Block 9 , Woodlawn Heights, Lots Nos.6,8,10,12,14 and 16 in Block 10, Woodlawn Heights, Lots Nos. 43,45,47 and 49, in Block 17, Woodlawn Heights, Lots Nos. 53,54,55 and 56, in Block 18, Woodlawn Heights; all of said lots being shown on the Plat of Woodlawn Heights, recorded among the Land Records of Anne Arundel County in Plat Book G.W. No.60, folio 491.

ALSO all that lot or parcel of land beginning for the same on the west side of Walnut Street at a point distant one hundred twenty-five feet northerly from the intersection of the west side of Walnut Street, and the north side of Poplar Street as shown on the plat hereinafter mentioned and running thence westerly parallel with Poplar Street, as shown on said plat 1120.00 feet, more or less to the westernmost line of lot No. 28, as shown on said plat; thence northerly binding on the westernmost line of Lot 28, one hundred ninety feet, more or less to the northernmost boundary line of said lot; thence easterly binding on the northernmost boundary line of Lots Nos. 28,29,30,31,32,33 and 34, as laid out on said plat, one thousand, one hundred fifty feet, more or less to the easternmost line of Lot No. 34 and the west line of Walnut Street, as shown on said plat; thence southerly binding on the easternmost line of Lot 34, and the westernmost line of Walnut Street, ninety feet, more or less to the place of beginning.

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EXHIBIT "A"

Filed JAN 19 1956

SAVING AND EXCEPTING THEREFROM, all that lot or parcel of ground which by deed dated September 16,1925, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 12, folio 286,was conveyed by Black Brothers Incorporated to Georgia V. Morris.

IT is the intention to convey Lots Nos. 28,29,30,31,32,33,and 34, as shown on the Plat of Kinslouch Farms, recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, folio 96 (now Cabinet No. 2, Rod C-1, Plat No. 96, excepting therefrom the portion of said lots binding on Poplar Street with an even depth northerly of one hundred twenty-five feet and excepting the lot sold to Georgia V. Morris as hereinabove mentioned.

BEING part of the property which by deed dated December 26,1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No.660, folio 547 was granted and conveyed by Paula M. Black, et al unto Le Roy Habersank.

It is also intended to include in this deed all interest of the parties of the first part in and to the reversion and annual rent of $90.00 issuing out of Lots Nos. 1, 2, 3, and 4, as shown on the Plat of Samuel Morris Addition to Woodlawn Heights, recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, folio 338.

19.

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

To have and to hold *the said lot of ground and premises, unto and to the use of the said* C. BRADDOCK JONES and C. BRADDOCK JONES, JR., as tenants in common, their heirs and assigns, in fee simple.

And *the said* parties of the first part *covenant that* they *will warrant specially the property hereby granted and conveyed, and that* they *will execute such further assurances of the said land as may be requisite.*

Witness *the hand* s *and seal* s *of the said grantor* s

WITNESS:

Linwood L. Clark

Linwood L. Clark

Le Roy Habersank [SEAL]
Le Roy Habersank

Eva Habersank [SEAL]
Eva Habersank

State of Maryland, Baltimore City, to wit:

I HEREBY CERTIFY, that on this 15th day of April in the year one thousand nine hundred and fifty-two before me, the subscriber, a notary public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared LE ROY HABERSANK and EVA HABERSANK, his wife, the within named parties of the first part, and they severally acknowledged the aforegoing deed to be their respective act.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.

NOTARY'S SEAL HERE

Linwood L. Clark *Notary Public.*

Recorded: April 9, 1952 at 11.50 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is a true copy, per photostat, as recorded in Liber J.H.H. No. 675, folio 153, 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 January, 1956.

George T. Cromwell

George T. Cromwell, Clerk

BASIL E. MOORE, JR.
Attorney At Law
236 Main Street,
Annapolis, Maryland

WILLIAM F. JENKINS and ANNA JENKINS, his wife
102 Poplor Avenue
Linthicum Heights, Md.
VS.
BLACK BROTHERS, INC., a body corporate of Maryland (Defunct Corp.)
M. SUMTER BLACK, FRANK G. BLACK, W. EDGAR BLACK and PAULA M. BLACK, widow of Samuel W. Black, Non-residents, residing in Huntington Park and Norwalk, California, and Lane County, Oregon. Sole heirs of W. Sumter Black, and Elizabeth S. Black, both deceased. And any person or persons interested in Black Brothers, Inc., a body corporate of the State of Maryland.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 11,580

Order Of Publication

The object of this suit is to secure a good and marketable title to the reversion and annual rent issuing out of the property hereinafter described.

The petition states that William F. Jenkins and Anna Jenkins, his wife, are the owners of leasehold property known as lots 1, 2, 3, and 4, Plat of Property of Samuel Morris, "Addition to Woodlawn Heights", plat filed among the Plat Records of Anne Arundel County in G. W. No. 1, Section 3, folio 338, subject to an annual ground rent of $90.00 payable on the 1st day of January and July in each and every year; that said rent is redeemable under the Annotated Code of Maryland, 1951, Article 21, Section 112; that Black Brothers, Inc., is the record title owner of said ground rent and reversion; that Black Brothers, Inc., was duly incorporated under the laws of the State of Maryland, but forfeited its charter February 15, 1935 for the non-payment of State taxes; that W. Sumter Black and Elizabeth S. Black, his wife, were the sole owners of the stock of said body corporate as well as its sole surviving directors at the time the said Black Brothers, Inc., went out of existence by said forfeiture; that the Petitioners are reliably informed and so allege that both said W. Sumter Black and Elizabeth S. Black, his wife, are dead, and that their sole heirs and present owners of said ground rent or asset of said defunct corporation, are their children herein named as respondents; that the above named heirs of W. Sumter Black

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 203

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 23, 1956

We hereby certify, that the annexed Order of Publication Eq. 11,580.

Black Brothers Inc.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of January, 1956. The first insertion being made the 1st day of December, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed JAN 23 1956

and Elizabeth S. Black, are non-residents of the State of Maryland, residing in Huntington Park and Norwalk, State of California, and Lane County, State of Oregon; that said Black Brothers, Inc., is no longer in existence and there is no one qualified to execute a deed of redemption of said reversion and rent issuing out of said property, hence petitioners seek relief in this Honorable Court by tendering the sum of $1500.00 with adjusted rent for the redemption of said ground rent.

The Petitioners pray that this Honorable Court grant a writ of publication directed to said Black Brothers, Inc., or any person or persons interested in any way in said corporation as stockholders, directors or creditors; that a trustee be appointed to execute to said leasehold owners, William F. Jenkins and Anna Jenkins, his wife, a good and marketable deed of the said ground rent issuing out of said property upon payment as aforesaid.

IT IS THEREFORE ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 25th day of November, 1955, that the Petitioners, by causing a copy of this Order to be inserted in some weekly newspaper published in Anne Arundel County once a week for four successive weeks before the 3rd day of January, 1956, give notice to the respondents who are non-residents of the State of Maryland, residing in Huntington Park and Norwalk, California, and Lane County, Oregon, and any person or persons interested in Black Brothers, Inc., as stockholders, directors or creditors, of the object and substance of this Petition, warning them to be and appear in this Court on or before the 19th day of January 1956, to show cause, if any they may have, why the relief prayed in the aforegoing petition should not be granted.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

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WILLIAM F. JENKINS and ANNA JENKINS, his wife	:	IN THE
Plaintiffs	:	CIRCUIT COURT
vs.	:	FOR
BLACK BROTHERS, INC., a body corporate of Maryland (a Defunct Corporation), et al.	:	ANNE ARUNDEL COUNTY
	:	IN
Defendants	:	EQUITY NO. 11,580
	:	

. . . .

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland as prescribed by said Order against the Defendants, Black Brothers, Inc., a body corporate of the State of Maryland (a defunct corporation), and any person or persons interested in Black Brothers, Inc.

And it further appearing that the said Defendants have failed to enter their appearances herein in person or by Solicitor, have failed to file an Answer to the Petition For Redemption of Ground Rent, and the time within which said Defendants could so appear and file Answer having now expired, it is thereupon, this 24th day of January, 1956, by the Circuit Court for Anne Arundel County in Equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be and the same is hereby taken Pro Confesso against the Defendants, Black Brothers, Inc. and any person or persons interested in Black Brothers, Inc.

Benjamin Michaelson
JUDGE

Filed JAN 24 1956

WILLIAM F. JENKINS and ANNA JENKINS, his wife 102 Poplar Avenue Linthicum Heights, Md.	:	IN THE
vs.	:	CIRCUIT COURT
BLACK BROTHERS, INC., a body corporate of Maryland (Defunct Corp.) M. SUMTER BLACK, FRANK G. BLACK, W. EDGAR BLACK and PAULA M. BLACK, widow of Samuel W. Black, Non-residents, residing in Huntington Park and Norwalk, California and Lane County, Oregon. Sole heirs of W. Sumter Black and Elizabeth S. Black, both deceased.	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	EQUITY No. 11,580
And any person or persons interested in Black Brothers, Inc., a body corporate of the State of Maryland.	:	

MOTION TO DISMISS THE "ANSWER" FILED ON BEHALF OF C. BRADDOCK JONES AND C. BRADDOCK JONES, JR, AND STRIKE CLAUSE IN DEED.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Respondents in this matter, M. Sumter Black, Frank G. Black, W. Edgar Black and Paula M. Black, by Linwood L. Clark, their attorney, respectfully move that the so-called "Answer" filed in this matter on behalf of C. Braddock Jones and C.Braddock Jones, Jr., be dismissed for the following reasons:

1. That C. Braddock Jones and C. Braddock Jones, Jr., are not named as parties to this case, nor do they claim to be interested as stockholders, creditors, or surviving directors of said Black Brothers, Inc., whose charter was forfeited in 1935.

2. That no Petition by them for intervention in this case, showing reasons, has been asked for or granted.

3. That they justify intervention in this case, on the sole ground that they, C. Braddock Jones and C. Braddock Jones, Jr., and not Black Brothers, Inc., are the record owners of the ground

Filed FEB 4 1956

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rent involved in this matter

4. That they base their said claim of ownership on a clause in said deed (Jones "Exhibit A) from LeRoy Habersank and wife to themselves, which clause was inserted by said grantees in said deed after it was signed, acknowledged, and delivered to them by said grantors, which insertion reads as follows:

> "It is also intended to include in this deed all interest of the parties of the first part in and to the reversion and annual rent of Ninety Dollars ($90.00) issuing out of Lots one (1), two (2), three (3) and four (4) as shown on the Plat of Samuel Morris addition to Woodlawn Heights recorded among the Land Records of Anne Arundel County in Plat G.W. No. 1, section 3, folio 338."

5. That said alteration of said deed was never authorized or assented to by the Grantors therein, and could not have been as hereinafter shown.

6. That on the contrary, prior to said alteration, said Title Guarantee & Trust Company, representing C. Braddock Jones and C. Braddock Jones, Jr., prepared on March 27, 1952 two deeds to them, one for the 90 lots and a separate deed for the $90.00 ground rent, and mailed both deeds to Linwood L. Clark, Attorney, with instructions to have them executed:

a. The deed for the 90 lots was for LeRoy Habersank and wife to execute. This deed, specifying the block and number of each lot, made no mention of a ground rent. This deed was duly executed and delivered to said grantees April 8, 1952 at the office of the Title Guarantee & Trust Company for settlement. A certified copy of this deed, less the said write-in, or inserted clause above shown, was filed herein as Jones "Exhibit A".

b. The other deed mailed at the same time, March 27,1952 was a conveyance of the said ground rent with a request that it be forwarded to California for execution by the said heirs of Elizabeth S. Black. This deed

was never executed or returned. A couple days after settmenent a letter was received from California saying that said ground rent was not mentioned or intended to be sold in the Black-Jones contract of November 14, 1951, or in the Black deed to LeRoy Habersank (straw man)of December 10, 1951.

7. That no claim of said ground rent title since said settlement has been made by C. Braddock Jones or C. Braddock Jones, Jr., and no claim by them or either of them for payment to them of the said semi-annual rent has ever been made upon the leasehold owners.

WHEREFORE, your Respondents respectfully move:

a. That said Answer be dismissed; or in the alternative,

b. That the clause in said deed from LeRoy Habersank and wife to C. Braddock Jones and C. Braddock Jones, Jr., conveying to them the reversion or annual Ground Rent of $90.00 be stricken from said deed as invalid and of no legal effect.

And, having fully responded to said claim of title to said ground rent by C. Braddock Jones and C. Braddock Jones, Jr., the movers of this motion respectfully pray that said claim may be dismissed with proper costs, and that said inserted clause be struck.

Linwood L. Clark

Linwood L. Clark
Attorney for M. Sumter Black, et al,
heirs of said Elizabeth S. Black,
deceased.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to-wit:

I HEREBY CERTIFY that on this 3rd day of February, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Linwood L. Clark, Attorney for M. Sumter Black, et al, heirs of said Elizabeth S. Black, deceased, and made oath in due form of law that the matters and facts above set forth are true and correct to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Notary Public

UPON the foregoing Motion and Affidavit, it is ORDERED, ADJUDGED and DECREED by the Circuit Court for Anne Arundel County, Maryland, this 6th day of February, 1956, that said Answer be and the same is hereby dismissed, and that the clause in the said deed dated April 8, 1952, purporting to convey to C. Braddock Jones and C. Braddock Jones, Jr., the reversion and annual ground rent of $90.00 be and the same is hereby stricken from said deed as invalid and of no legal effect, unless cause to the contrary be shown on or before the 1st day of March, 1956, provided a copy of this motion and order be served on said C. Braddock Jones,(and) or C. Braddock Jones, Jr., or their counsel of record, on or before the 21st day of February, 1956.

Benjamin Michaelson
JUDGE

Filed FEB 6 1956

WILLIAM F. JENKINS and ANNA JENKINS, his wife 102 Poplar Avenue Linthicum Heights, Md.	:	IN THE
VS.	:	CIRCUIT COURT
BLACK BROTHERS, INC., a body corporate of Maryland (Defunct Corp.) M. SUMTER BLACK, FRANK G. BLACK, W. EDGAR BLACK and PAULA M. BLACK, widow of Samuel W. Black, Non-residents, residing in Huntington Park and Norwalk, California and Lane County, Oregon. Sole heirs of W. Sumter Black and Elizabeth S. Black, both deceased.	:	FOR
And Any person or persons interested in Black Brothers, Inc., a body corporate of the State of Maryland.	:	ANNE ARUNDEL COUNTY
	:	EQUITY No. 11,580

CERTIFICATE OF SERVICE

This is to certify that on this 8th day of February, 1956, I personally served a copy of the "Motion To Dismiss The "Answer" Filed On Behalf Of C. Braddock Jones And C. Braddock Jones, Jr, And Strike Clause In Deed", and Order of Court upon James C. Morton, Jr., attorney for C. Braddock Jones and C. Braddock Jones, Jr.

Linwood L. Clark
Linwood L. Clark,
Attorney for Movers of said Motion.

Filed FEB 8 1956

WILLIAM F. JENKINS and ANNA JENKINS, his wife 102 Poplar Avenue Linthicum Heights, Md.	:	IN THE
	:	CIRCUIT COURT
vs.	:	
		FOR
BLACK BROTHERS, INC., a body corporate of Maryland (Defunct Corp.)	:	
M. SUMTER BLACK, FRANK G. BLACK, W. EDGAR BLACK and PAULA M. BLACK, widow of Samuel W. Black, Non-residents, residing in Huntington Park and Norwalk, California and Lane County, Oregon. Sole heirs of W. Sumter Black and Elizabeth S. Black, both decreasd.	:	ANNE ARUNDEL COUNTY
	:	equity No. 11,580
And any person or persons interested in Black Brothers, Inc., a body corporate of the State of Maryland.	:	

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

PETITION FOR FINAL DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

M. Sumter Black, et al, heirs of said Elizabeth S. Black, deceased, by Linwood L. Clark, their attorney, respectfully show:

1. On February 6, 1956, this Honorable Court decreed that the Answer of C. Braddock Jones and C. Braddock Jones, Jr., filed in the above entitled matter be dismissed, and that the clause in the deed filed with said Answer as an exhibit, which clause purported to convey the reversion or ground rent of $90.00 to said C. Braddock Jones and C. Braddock Jones, Jr., be stricken out, unless cause to the contrary be shown by said C. Braddock Jones and C. Braddock Jones, Jr., on or before March 1, 1956, provided a copy of said Motion and said Order be served on said C. Braddock Jones and C. Braddock Jones, Jr., or their counsel of record on or before February 21st, 1956.

2. That a certified copy of said Motion and Order of Court

Filed MAR 2 1956

was personally served on James C. Morton, Jr., counsel for C. Braddock Jones and C. Braddock Jones, Jr., February 8, 1956, and duly recorded.

3. That no cause to the contrary has been shown as ordered by this Honorable Court, and time for filing same having expired. these Petitioners respectfully move that said nisi decree be made final.

Linwood L. Clark

Linwood L. Clark,
Attorney for M. Sumter Black, et al

WILLIAM F. JENKINS and ANNA JENKINS, his wife 102 Poplar Avenue Linthicum Heights, Md.	:	IN THE
vs.	:	CIRCUIT COURT FOR
BLACK BROTHERS, INC., a body corporate of Maryland (Defunct Corp.) M. SUMTER BLACK, FRANK G. BLACK, W. EDGAR BLACK and PAULA M. BLACK, widow of Samuel W. Black, Non-residents, residing in Huntington Park and Norwalk, California and Lane County, Oregon. Sole heirs of W. Sumter Black and Elizabeth S. Black, both deceased.	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 11,580
And any person or persons interested in Black Brothers, Inc., a body corporate of the State of Maryland.	:	

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

FINAL DECREE

Upon the Petition herein filed for Final Decree, it appearing that no cause to the contrary having been shown by C. Braddock Jones and C. Braddock Jones, Jr., and the time having expired for same, it is ADJUDGED, ORDERED and DECREED by the Circuit Court for Anne Arundel County, Maryland, this 2d day of March, 1956, that the clause in said deed from Leroy Habersank and Eva Habersank, his wife, to C. Braddock Jones and C. Braddock Jones, Jr., dated April 8, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 675, folio 153, purporting to convey to said Grantees the Ninety Dollar ($90.00) ground rent reserved on property owned by William F. Jenkins and Anna Jenkins, his wife, said clause be, and the same is hereby, stricken from said deed as invalid and of no legal effect; and that the so-called "Answer" of C. Braddock Jones and C. Braddock Jones, Jr., filed in this matter be and the same is hereby dismissed, with Court costs connected with said Answer and Motion to be paid by said C. Braddock Jones and C. Braddock Jones, Jr..

Filed MAR 3 1956

Benjamin Michaelson
JUDGE

WILLIAM F. JENKINS and ANNA JENKINS, his wife 102 Poplar Avenue Linthicum Heights, Md.	:	IN THE
vs.	:	CIRCUIT COURT FOR
BLACK BROTHERS, INC., a body corporate of Maryland (Defunct Corp.) M. SUMTER BLACK, FRANK G. BLACK, W. EDGAR BLACK and PAULA M. BLACK, widow of Samuel W. Black, Non-residents, residing in Huntington Park and Norwalk, California and Lane County, Oregon. Sole heirs of W. Sumter Black and Elizabeth S. Black, both deceased.	:	ANNE ARUNDEL COUNTY
	:	Equity No. 11,580
And any person or persons interested in Black Brothers, Inc., a body corporate of the State of Maryland.	:	

STIPULATIONS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The parties hereto by Basil E. Moore Jr., counsel for the Petitioners, and Linwood L. Clark, counsel for Respondents, stipulate as follows:

1. That the Title Guarantee & Trust Company of Baltimore, Maryland, examining the title to the $90.00 ground rent reserved upon the property in this matter has determined that the record owner thereof is Black Brothers, Inc.

2. That Black Brothers, Inc., forfeited its charter February 15, 1935, and the parties hereto are unable to ascertain from the records who were the surviving directors or stockholders of said Black Brothers, Inc., at the time of said forfeiture.

3. That an order was granted by Your Honor, and publication had thereon, as herein certified, directed to the defendants named, and any person or persons interested in Black Brothers, Inc., as stockholders, directors or creditors, notifying them of the object

Filed MAR 7 1956

and substance of their petition, and warning them to be and appear in this Court by January 19th, 1956, to show cause, if any they might have why the deed of redemption of said rent prayed for should not be granted; that no such person has appeared against the petitioners right to said deed.

4. That on the 24th day of January, 1956 this Honorable Court signed a Decree Pro Confesso against Black Brothers, Inc., a body corporate of the State of Maryland (a defunct corporation) and any person or persons interested in Black Brothers, Inc.

5. That C. Braddock Jones and C. Braddock Jones, Jr., filed herein what they called an "Answer" to the Petition for Redemption, claiming that they and not Black Brothers, Inc., were the record owners of the ground rent sought to be redeemed in this matter; that said claim was finally disposed of by this Honorable Court by a Final Decree dated March 2, 1956 herein filed.

6. That said Title Guarantee & Trust Company properly contends that there is no living person qualified to execute to these leasehold owners a valid deed of redemption of said rent.

7. That the parties hereto have concluded and do hereby suggest to this Honorable Court that the relief in this matter be that which is prayed for in the petition for redemption; i.e., that trustees be appointed to execute and deliver to said leasehold owners, William F. Jenkins and Anna Jenkins, his wife, a valid deed of redemption of said rent.

Basil E. Moore, Jr.,
Counsel for the Petitioners

Linwood L. Clark,
Counsel for Respondents,
heirs of Elizabeth S. Black, deceased

WILLIAM F. JENKINS and ANNA JENKINS, his wife 102 Poplar Avenue Linthicum Heights, Md.	:	IN THE
vs.	:	CIRCUIT COURT FOR
BLACK BROTHERS, INC., a body corporate of Maryland (Defunct Corp.) M. SUMTER BLACK, FRANK G. BLACK, W. EDGAR BLACK and PAULA M. BLACK, widow of Samuel W. Black, Non-residents, residing in Huntington Park and Norwalk, California and Lane County, Oregon. Sole heirs of W. Sumter Black and Elizabeth S. Black, both deceased.	:	ANNE ARUNDEL COUNTY
	:	Equity No. 11,580
And any person or persons interested in Black Brothers, Inc., a body corporate of the State of Maryland.	:	

SUBMISSION FOR DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The parties hereto by their respective attorneys respectfully submit this matter to this Honorable Court for an appropriate Decree upon Bill, Answer, and Stipulations.

Basil E. Moore, Jr.,
Counsel for the Petitioners

Linwood L. Clark,
Counsel for Respondents

Filed MAR 7 1956

WILLIAM F. JENKINS and ANNA JENKINS, his wife 102 Poplar Avenue Linthicum Heights, Md.	:	IN THE
vs.	:	CIRCUIT COURT FOR
BLACK BROTHERS, INC., a body corporate of Maryland (Defunct Corp.) M. SUMTER BLACK, FRANK G. BLACK, W. EDGAR BLACK and PAULA M. BLACK, widow of Samuel W. Black, Non-residents, residing in Huntington Park and Norwalk, California and Lane County, Oregon. Sole heirs of W. Sumter Black and Elizabeth S. Black, both deceased.	:	ANNE ARUNDEL COUNTY
And any person or persons interested in Black Brothers, Inc., a body corporate of the State of Maryland.	:	EQUITY No. 11,580

D E C R E E

The matter of the Petition filed herein and the Answer thereto having come before this Court in chambers, and having been fully discussed therein by counsel representing both sides, resulting in the stipulations filed in this cause, and said cause having been submitted on Petition, Answer and Stipulations, and the proceedings having been read and considered:

IT IS THEREUPON this 7th day of March, 1956, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED, and DECREED that Basil E. Moore, Jr., and Linwood L. Clark be, and the same are, hereby appointed Trustees to prepare and execute a deed, conveying the reserved rent mentioned in said cause, from said Black Brothers, Inc., to the said William F. Jenkins and Anna Jenkins, his wife, upon payment to Linwood L. Clark, attorney for M. Sumter Black, Frank G. Black, W. Edgar Black, and Paula M. Black, sole heirs of W. Sumter Black and Elizabeth S. Black, both deceased, the sum of $1,500.00 with said

Filed MAR 7 1956

ground rent adjusted to day of said deed; the costs of this Petition for Redemption, exclusive of the costs of the Order of Publication, to be paid by Defendants.

Benjamin Michaelson
JUDGE

BOOK 157 PAGE 219

In the Matter of the	: No. 16,518	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Robert L. Holmes and	: for	
Louella Holmes, his wife	: Anne Arundel County	
	:	

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

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BOOK 157 PAGE 220

BOOK 1541 PAGE 123 No. 16,518 Equity

Purchase Money

THIS MORTGAGE, Made this **30th** day of **January**, in the year one thousand, nine hundred and sixty-**two**, between **ROBERT L. HOLMES and LOUELLA HOLMES, his wife**, of **Anne Arundel County** in the State of Maryland, hereinafter called Mortgagor, and the LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of **EIGHT THOUSAND NINE HUNDRED FIFTY--------** Dollars, being part of the purchase money for the property hereinafter described;

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

By the payment of **SIXTY-FIVE DOLLARS ----------($65.00)** on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments shall be applied by the Mortgagee in the following order: (1) to the payment of interest, and (2) to the payment of the aforesaid principal sum, provided the Mortgagor is not in default on any other payments required under the terms of the Mortgage.

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

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

BEING a portion of Lot No. 8, Section S, Brooklyn Park, Subdivision #1, as more particularly described by metes and bounds in a lease to the within-named Mortgagors by Frederick R. Albers and Lillian A. Albers, his wife, of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing 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.

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire, windstorm or such other hazards as may be required by the Mortgagee for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable and to establish a fund to assure said payments, the Mortgagor shall pay to Mortgagee on the first day of each month one-twelfth of the yearly aggregate of such items. In the event the Mortgagor fails to make the payments or establish the fund, the Mortgagee, its successors or assigns, is hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same. It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor, his heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland, passed in the year 1955, or any amendments, re-enactments or supplements thereto; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days. If the mortgage debt is paid before maturity and the aggregate amount of all prepayments made in any one year exceeds 20 per centum of the original principal amount of the loan, 180 days' interest at the rate specified in this mortgage on the amount of such excess shall be paid to the Mortgagee. The Mortgagor covenants and agrees to pay a "late charge" not to exceed 4% of any payment which is not paid within 15 days of the due date thereof to cover the extra expenses involved in handling delinquent payments.

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

And the said Mortgagor, in 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 William W. Townshend, Jr., its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situated; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of one hundred ($100.00) Dollars for conducting the proceedings, if without ~~contesting~~ contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS the hand and seal of the said Mortgagor.

WITNESS:

Dorothy P. McNew
Dorothy P. McNew, as to both

Robert L. Holmes [SEAL]
Robert L. Holmes

~~Louella Holmes~~ [SEAL]

Louella Holmes [SEAL]
Louella Holmes

[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT: BOOK 1541 PAGE 126

I HEREBY CERTIFY, that on this 30th day of January, 1962, before me, the subscriber, a Notary Public, of the State and County aforesaid, personally appeared

Robert L. Holmes and Louella Holmes, his wife

the Mortgagor s, named in the aforegoing mortgage, satisfactorily proven to be the person(s) whose name(s) are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared WILMER M. JOHNSON, Vice President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Dorothy P. McNew
Dorothy P. McNew, NOTARY PUBLIC.

My commission expires May 6th, 1963.

Rec'd for record Jan. 31, 1962 at 3:40 P.M.
Mailed to Townshend & Kirk

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In the Matter of the	: No. 16,518	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Robert L. Holmes and	: for	
Louella Holmes, his wife	: Anne Arundel County	
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Robert L. Holmes and Louella Holmes, his wife, to Loyola Federal Savings and Loan Association dated January 30th, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1541, Folio 123.		$8,950.00
Total amount paid on account of principal	$560.41	
Expense Account - Overdrawn.	33.33	527.08
		$8,422.92
Plus interest to August 31, 1964	$125.89	125.89
Amount of Mortgage Indebtedness.		$8,548.81

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 10th day of August, 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and acknowledged the aforegoing Statement of Mortgage Claim to be true and bona fide as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

FILED

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AFFIDAVIT OF NON-MILITARY SERVICE

In the Matter of the Mortgaged
Real Estate of Robert L. Holmes
and Louella Holmes, his wife

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 10th day of August, 19 64, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in Mortgage from Robert L. Holmes and Louella Holmes, his wife, to Loyola Federal Savings and Loan Association, plaintiff, in the above entitled cause, and made oath, in due form of law, that to the best of his knowledge, that defendant s

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

Robert L. Holmes and Louella Holmes, his wife

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 August, 1964.

Notarial Seal

Dorothy P. McNew

Dorothy P. McNew, Notary Public

My Commission will expire on:
May 3rd, 1965

Filed,

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WILLIAM W. TOWNSHEND, JR., ATTORNEY

Towns-Worth Building, South Street

Annapolis, Maryland

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

OF

VALUABLE IMPROVED

LEASEHOLD REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Robert L. Holmes and Louella Holmes, his wife, dated January 30th, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1541, Folio 123, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

WEDNESDAY, SEPTEMBER 9, 1964

at 11:30 o'clock, A.M.

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

BEGINNING for the same at a point on the Southeast side of Belle Grove Road at the distance of 33.09 ft. Northeasterly from the East side of Chatham Road and on the North side of an alley 10 feet wide; thence Easterly binding on the North side of said alley, 83 ft.; thence Northerly at right angles to said alley to the Southeast side of Belle Grove Road; thence Southwesterly on the Southeast side of Belle Grove Road to the place of beginning. Being a portion of Lot No. 8, Section S, Brooklyn Park Subdivision No. 1, as shown on plat thereof recorded among the Plat Records of Anne Arundel County in Plat Book 14, Folio 21. The improvements thereon being known as 4205 Belle Grove Road.

BEING the same property conveyed unto Robert L. Holmes and Louella Holmes, his wife, by Frederick R. Albers and Lillian A. Albers, his wife, by Lease dated January 30th, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1541, Folio 120.

The above described property is subject to an annual ground rent of $90.00, and is improved by a one story, frame dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser or purchasers at the time and place of sale;

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1964 AUG 11 AM 8:24

balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

- -

The Maryland Gazette - August 13th, 20th, 27th, and
September 3rd, 1964

Please send twenty-five handbills.

16-518

The Pennsylvania Insurance Company

A STOCK COMPANY

BOOK 12 PAGE 494

No. 16,518 Equity

BOOK 157 PAGE 227

BOND NO. 48 07 94

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and THE PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of NINE THOUSAND FIVE HUNDRED AND NO/100 ($9,500.00) - DOLLARS - current money to be Paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 26th day of August, 1964.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Robert L. Holmes and Louella Holmes, his wife, to the Loyola Federal Savings and Loan Association, bearing date on or about the 30th day of January, 1962, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1541, Folio 123, the said William W. Townshend, Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

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

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

WITNESS AS TO PRINCIPAL:

Eleanor M. Dollar

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

Ann Byron

THE PENNSYLVANIA INSURANCE COMPANY

BY Rosalie Paris

Rosalie Paris
Attorney-in-fact

Bond approved this 27th day of August, 1964

Louis N. Phipps, Clerk

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8-61

WILLIAM W. TOWNSHEND, Jr.
Attorney
Towns-Worth Bldg., South St.
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED LEASEHOLD REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Robert L. Holmes and Louella Holmes, his wife, dated January 30th, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1541, Folio 123, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

WEDNESDAY, SEPTEMBER 9, 1964 AT 10:30 O'CLOCK A.M.

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

BEGINNING for the same at a point on the Southeast side of Belle Grove Road at the distance of 33.09 ft. Northeasterly from the East side of Chatham Road and on the North side of an alley 10 feet wide; thence Easterly binding on the North side of said alley, 83 ft.; thence Northerly at right angles to said alley to the Southeast side of Belle Grove Road; thence Southwesterly on the Southeast side of Belle Grove Road to the place of beginning. Being a portion of Lot No. 3, Section S, Brooklyn Park Subdivision No. 1, as shown on plat thereof recorded among the Plat Records of Anne Arundel County in Plat Book 14, Folio 21. The improvements thereon being known as 4205 Belle Grove Road.

No. 11

BEING the same property conveyed unto Robert L. Holmes and Louella Holmes, his wife, by Frederick R. Albers and Lillian A. Albers, his wife, by Lease dated January 30th, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1541, Folio 120.

The above described property is subject to an annual ground rent of $90.00, and is improved by a one story, frame dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr.,
Attorney
Towns-Worth Bldg., South St.
Annapolis, Maryland

Robert H. Campbell,
Auctioneer

S-3

OFFICE F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 228

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 5, 19___

We hereby certify, that the annexed

Attorney's Sale
No. 16,518 Equity
Robert L. Holmes 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 9th day of September, 1964. The first insertion being made the 13th day of August, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

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1964 SEP -8 PM 3:28

By [illegible]

BOOK 157 PAGE 229

Annapolis, Maryland
September 9, 1964

I hereby certify that I have this ninth day of September, 1964, sold the property described on the reverse hereof unto LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, at and for the sum of SEVEN THOUSAND DOLLARS ($7,000.00), being then and there the highest bidder(s) therefor.

Robert H. Campbell

I/we hereby certify that I/we have this ninth day of September, 1964, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof, at and for the sum of SEVEN THOUSAND DOLLARS ($7,000.00) and I/we hereby agree to comply with the terms of sale.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Dorothy B. Ward
Dorothy B. Ward
Assistant Vice President

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1964 SEP 14 AM 9:16

12

ROBERT H. CAMPBELL - - - - Auctioneer

WILLIAM W. TOWNSHEND, JR., ATTORNEY
Towns-Worth Building, South Street
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Improved Leasehold Real Estate

Under and by virtue of a power of sale contained in a mortgage from Robert L. Holmes and Louella Holmes, his wife, dated January 30th, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1541, Folio 123, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

WEDNESDAY, SEPTEMBER 9, 1964

at 11:30 o'clock, A.M.

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

BEGINNING for the same at a point on the Southeast side of Belle Grove Road at the distance of 33.09 ft. Northeasterly from the East side of Chatham Road and on the North side of an alley 10 feet wide; thence Easterly binding on the North side of said alley, 83 ft.; thence Northerly at right angles to said alley to the Southeast side of Belle Grove Road; thence Southwesterly on the Southeast side of Belle Grove Road to the place of beginning. Being a portion of Lot No. 8, Section S, Brooklyn Park Subdivision No. 1, as shown on plat thereof recorded among the Plat Records of Anne Arundel County in Plat Book 14, Folio 21. The improvements thereon being known as 4205 Belle Grove Road.

BEING the same property conveyed unto Robert L. Holmes and Louellla Holmes, his wife, by Frederick R. Albers and Lillian A. Albers, his wife, by Lease dated January 30th, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1541, Folio 120.

The above described property is subject to an annual ground rent of $90.00, and is improved by a one story, frame dwelling with modern conveniences.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:
William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

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1964 SEP 14 AM 9:16

E1

BOOK 157 PAGE 231

In the Matter of the	: No. 16,518	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Robert L. Holmes and	: for	
Louella Holmes, his wife	: Anne Arundel County	
	:	

AFFIDAVIT OF PURCHASER(S)

I HEREBY CERTIFY, that on this 9th day of September 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Dorothy B. Ward, Asst. Vice President of Loyola Federal Savings & Loan Assn. the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) it was not acting as Agents for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) it had not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Dorothy B. Ward (SEAL)
Dorothy B. Ward
Assistant Vice President

_____ (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

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1964 SEP 14 AM 9:16

In the Matter of the	: No. 16,518	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Robert L. Holmes and	: for	
Louella Holmes, his wife	: Anne Arundel County	
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from Robert L. Holmes and Louella Holmes, his wife, dated January 30th, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1541, Folio 123, said William W. Townshend, Jr., Attorney named in aforesaid mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given the notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Wednesday, September 9, 1964, at 11:30 A.M., and then and there sold the said property to Loyola Federal Savings and Loan Association at and for the sum of SEVEN THOUSAND DOLLARS ($7,000.00) being at that figure the highest bidder therefor, said property described as follows:

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

BEGINNING for the same at a point on the Southeast side of Belle Grove Road at the distance of 33.09 ft. Northeasterly from the East side of Chatham Road and on the North side of an alley 10 ft. wide; thence Easterly binding on the North side of said alley, 83 ft.; thence Northerly at right angles to said alley to the Southeast side of Belle Grove Road; thence Southwesterly binding on the Southeast side of Belle Grove Road to the place of

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1964 SEP 14 AM 9:16

5

beginning. Being a portion of Lot No. 8, Section S, Brooklyn Park, Subdivision No. 1, as appears on plat thereof recorded among the Plat Records of Anne Arundel County in Plat Book 14, Folio 21. The improvements thereon being known as 4205 Belle Grove Road.

BEING the same property conveyed unto Robert L. Holmes and Louella Homes, his wife, by Frederick R. Albers and Lillian A. Albers, his wife, by Lease dated January 30th, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1541, Folio 120.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 9th day of September 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

ORDER NISI

BOOK 157 PAGE 234

In the Matter of the Mortgaged
Real Estate of Robert L. Holmes
and Louella Holmes, his wife
~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,518 Equity

Ordered, this 14th day of September, 1964, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 7,000.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

William W. Townshend, Jr., Atty. For the Maryland Gazette (Sept. 17 Edition)
(Final Order)

In the Matter of the Mortgaged
Real Estate of Robert L. Holmes
and Louella Holmes, his wife
~~versus~~

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 Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bowie Duckett
JUDGE.

FILED
1964 OCT 20 PM 12: 19

17

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,518 Equity
In the Matter of the Mortgaged Real Estate of
ROBERT L. HOLMES and LOUELLA HOLMES, his wife

Ordered this 14th day of September, 1964, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $7,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

O-8

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 235

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1964

We hereby certify, that the annexed

Order Nisi
Eq. 16,515
Robert L. Holmes

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 12th day of September, 1964.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1964 OCT 13 PM 2:18

By H. Wightman

No. M. G. 9389

18

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
ROBERT L. HOMES, et ux

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,518 Equity

To the Honorable, the Judges of said Court:

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

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1964 OCT 22 AM 11:02

All of which is respectfully submitted.

October 22, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 9th 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.

Lorenz N. Phipps
Clerk
Per: Constance B. Tollevik, deputy

FILED
1964 NOV -9 PM 2:33

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20

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ROBERT L. HOLMES, et ux

In Acct. with WILLIAM W. TOWNSHEND, JR., Attorney named in Mortgage

					Cr.	
1964, September 9,						
Proceeds of Sale	7,000	00	7,000	00		
Refund 1964 taxes - 9/9/64 to 12/31/64 (169.80)	52	32	52	32		
					7,052	32
To Attorney for fee, viz:	100	00				
To Attorney for commissions, viz:	240	00	340	00		
To Attorney for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	28	00				
Auditor - stating this account	22	50	60	50		
To Attorney for expenses, viz:						
Capital Gazette Press - advertising sale	96	24				
Capital Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	17	00				
Robert H. Campbell - auctioneer's fee	45	00				
Pennsylvania Ins. Co. - bond premium	38	00				
One-half cost documentary stamps	11	55				
Dorothy P. McNew - notary fees	1	50	224	29		
To Loyola Federal Savings & Loan Assn. this						
balance on account of claim filed	6,427	53	6,427	53		
					7,052	32

Amount of Mortgage claim filed	8,548	81				
Interest on principal balance of $8,422.92						
from 8/31/64 to 11/7/64 - 68 days @ 6%	94	00				
	8,642	81				
Credit - amount allowed above	6,427	53				
Balance subject to Decree in Personam	2,215	28				

BOOK 157 PAGE 233

IN THE MATTER OF THE	:	IN THE
DEED OF TRUST	:	CIRCUIT COURT
FROM	:	FOR
GEORGE H. NICHOLSON and MAMIE L. NICHOLSON, his wife GEORGE H. NICHOLSON, JR. and JANIE L. NICHOLSON, his wife RICHARD W. NICHOLSON and MARY C. NICHOLSON, his wife	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	No. 16,491 Equity
TO	:	
SAM W. BORDEN and CHARLES J. FLEURY TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	:	

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney for Trustees

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1964 JUL 27 PM 3:54

BOOK 157 PAGE 240

DEED OF TRUST

BOOK 1700 PAGE 371 306395

No. 16, 491

THIS DEED OF TRUST, made this 11th day of October 1963, by and between GEORGE H. NICHOLSON and MAMIE L. NICHOLSON, his wife; GEORGE H. NICHOLSON, JR. and JANIE L. NICHOLSON, his wife, and RICHARD W. NICHOLSON ~~xxxxxxxxx~~ and MARY C. NICHOLSON, his wife,

party of the first part, and SAM W. BORDEN and CHARLES J. FLEURY ~~RICHARD D. BIGGS~~, Trustee as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate duly incorporated under the laws of the United States of America in the principal sum of TWELVE THOUSAND FIVE HUNDRED DOLLARS---------- ($12,500.00) with interest from date at the rate of six per cent (6 %) per annum on the unpaid balance until paid, for which amount the said party of the first part has signed and delivered herewith a certain promissory note bearing even date. Interest only on monies expended in the construction or the improvements on said lot as hereinafter provided being payable monthly on the first day of each month for a period of nine months from date, and principal and interest shall be payable in monthly installments of

NINETY DOLLARS---------- ($ 90.00)

commencing on the first day of July , 1964, and a like or similar sum 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 1983; both principal and interest being payable in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private at the time of payment. Said note has been identified for the Trustee as evidenced by the certificate of a Notary Public thereon, and;

WHEREAS, it is a condition precedent to the granting of the aforesaid loan to the party of the first part, that these presents be executed to secure the payment of said indebtedness as aforesaid, and to further secure the performance of the obligations, covenants and agreements of this Deed of Trust.

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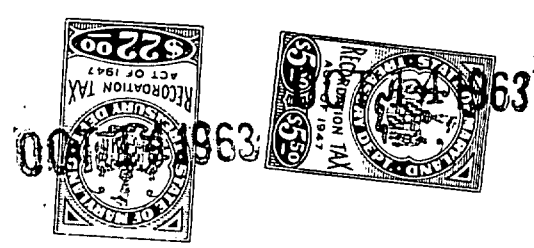
1964 JUL 27 PM 3:54

2 EXHIBIT NUMBER "1"

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH, that the party of the first part in consideration of the premises and of the sum of One Dollar, lawful money of the United States of America, to it in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents is hereby acknowledged, does hereby grant and convey unto the party of the second part, as Trustee, the survivor of them, and his or their successors in trust, the following described land and premises, situate lying and being in the Seventh Election District of Anne Arundel County, State of Maryland,

BEING all that lot or parcel of land containing 2.36 acres, more or less, and as more particularly described by metes and bounds in a Deed to the within-named parties of the first part by George C. Heider, Widower, of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

2750



3

Should the title to the herein encumbered property be acquired by any person, persons, partnership or corporation, other than the parties of the first part, by voluntary or involuntary grant or assignment, or in any other manner without the Loyola Federal Savings and Loan Association's written consent, or should the same be encumbered by Mortgage, Deed of Trust or Judgment by the parties of the first part, their heirs successors and assigns, without the Loyola Federal Savings and Loan Association's written consent, or in the event of the filing of any mechanic's or materialmen's liens against the herein described property then the whole of said principal sum shall immediately become due and owing as herein provided, thereby constituting a default herein.

Together with all the tenements, hereditaments, privileges and appurtenances thereunto belonging or in any way appertaining particularly including all the buildings and improvements which are now to be made or erected on said land and all fixtures of every nature which are now or hereafter may be attached to or used in connection with said land, building or improvements including, but not by way of limitation, all the buildings, walks, fences, shrubbery, driveways, improvements, and fixtures of every kind, including stores bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screen doors, blinds, doors, storm windows, storm doors, hardware, screens, wires, switches, electric fixtures, bells, insulations, and all other water, plumbing, piping, tubing, laundry tubs, ventilating and heating equipment, including stokers, oil burners, tanks, air condition equipment now upon or which may hereafter be placed upon said property, and all the estate, right, title, interest, use, claim and demand whatsoever of party of the first part in, to or of said above described property, together with all rights of the party of the first part in the streets, alleys, rights of way, and easements adjoining or adjacent to the same, all of which property is hereinafter referred to as "the premises."

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, the survivor of them, and his or their successors in trust, in fee simple, forever.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns to use and occupy the said described land and premises, and to erect improvements thereon and to take the rents, issues and profits thereof, and, have and apply to and for its sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

In trust to release and re-convey or partially release and re-convey the aforesaid land and property or any part thereof to the party of the first part, at the cost of the party of the first part, upon payment or partial payment (of such sums as may be agreed upon between the parties) of the aforesaid note and upon payment of all sums expended by the Beneficiary to fulfill any one or more of the covenants or agreements of this Deed of Trust, herein made by the party of the first part and not fulfilled, and upon payment of all other costs, expenses, charges and fees herein provided to be paid by the party of the first part and not so paid.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of interest or monthly installments of principal and interest as provided in said note, the entire principal sum and accrued interest shall at once become due and payable; and it shall be considered a default if the party of the first part fails to erect upon the aforesaid land the building or buildings as contemplated within nine/~~twelve~~ months from date, hereof free and discharged from all liens and claims of mechanics and materialmen; and it shall be further considered a default if the party of the first part fails to make payment of any of the monthly sums for ground rents; if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon default in payment or demand of any money advanced by the holder of said note on account of any

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proper cost, charge, or expense in and about the same or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at six per centum (6%) per annum from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure to neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid the entire balance due on said note shall at once become due and payable, the said party of the second part, acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, said property at such time and place, and after such previous public advertisement as the party of the second part, or any Trustee acting in the execution of this trust, shall deem advantageous and proper; and the Trustees shall not be requested to sell less than the whole property and to convey the same upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see the application of the purchase money and shall apply the proceeds of said sale or sales; Firstly, to pay all proper costs, charges, and expenses including an Attorney's fee on the basis of one-half of the commissions to be allowed the Trustees as hereinafter set forth. Said Attorney's fee to be in addition to and not deducted from the Trustee's commissions as hereinafter set forth and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission on the amount of the said sale or sales at such rate or rates and in such amounts as may be allowed by The Court of Equity having jurisdiction of said sale. Secondly, to pay whatever may then remain unpaid on said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, lastly, to hold the remainder of said proceeds, if any there be, subject to the order of the Court of Equity having jurisdiction of this Deed of Trust foreclosure proceeding. Upon sale of said property and ratification thereof the party of the first part shall deliver and surrender to the purchaser, his her, its, or their heirs, personal representatives, successors or assigns, possession of the premises sold and conveyed to the purchaser.

And the party of the first part, in order more fully to protect the security of this Deed of Trust covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more payments on the principal that are next due on the note, on the first day of any month prior to maturity: Provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment:

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay the holder of the said note, on the first day of each month until the said note is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premiums covered hereby (all as estimated by the holder of the note) less all sums already paid therefore, divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by the holder of the note in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first

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part each month in a single payment to be applied by the holder of the note to the following items in the order set forth:

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

(2.) Interest on the note secured hereby, and

(3.) Amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed four cents (4¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the party of the first part under (a) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes, or assessments or insurance premiums, as the case may be, such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (a) paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums as the case may be, when the same shall become due and payable, then the party of the first part shall pay to the holder of said note any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the party of the first part balance remaining in the funds accumulated under the provision of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default the holder of the note shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

4. That he will pay all taxes, assessments, water rates/rents and other governmental or municipal charges, fines or impositions, and ground rents, for which provisions has not been made hereinbefore and will promptly deliver the official receipts therefore to the holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

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

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premium on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly,

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and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee acting shall be entitled to one-half (1/2) the commissions above provided, to be computed on the amount of the debt hereby secured; and an Attorney's fee of $100.00 , in addition to and not deducted from the aforesaid Trustee commission shall be due and payable upon the docketing of the foreclosure case. Both are hereby secured in like manner as other charges and expenses attending the execution of this trust and shall bear full legal interest.

8. That if any suits, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges of 10% of the amount of the Judgment as collected which attorney's fee shall not be diminished by any other fees, costs, or charges.

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

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

11. That the Loyola Federal Savings and Loan Association, and its assigns, shall have power any time hereafter to substitute a trustee or trustees in place of the trustee or trustees herein named, or any of them by an instrument in writing duly executed, acknowledged and recorded among the Land Records of Baltimore City or any County in which the real estate secured hereunder is situated, and that when such instrument is recorded all the estate of the trustee or trustees thus superseded shall terminate and the title to the hereinbefore described land heretofore vested in such trustee or trustees shall cease and determine and shall be vested in the trustee or trustees named as his or their successors, who shall have the same powers, rights and duties as the trustee or trustees so superseded had under this Deed of Trust; and that the exercise of

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this right to appoint a successor trustee, no matter how often exercised, shall not be deemed an exhaustion of said rights.

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

Witness the hands and seals of the parties of the first part.

Witness:

Pauline M. Bozman

Pauline M. Bozman

George H. Nicholson (SEAL)
George H. Nicholson

Mamie L. Nicholson (SEAL)
Mamie L. Nicholson

George H. Nicholson, Jr. (SEAL)
George H. Nicholson, Jr.

Janie L. Nicholson (SEAL)
Janie L. Nicholson

Richard W. Nicholson (SEAL)
Richard W. Nicholson

Mary C. Nicholson (SEAL)
Mary C. Nicholson

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 11th day of October 1963, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared George H. Nicholson and Mamie L. Nicholson, his wife, George H. Nicholson, Jr. and Janie L. Nicholson, his wife, and Richard W. Nicholson and Mary C. Nicholson, his wife, and they acknowledged the aforegoing Deed of Trust to be their act. On the same day also appeared Wilmer M. Johnson, Vice President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Deed of Trust is true and bona fide as therein set forth.

2200

Witness my hand and notarial seal.

Rec'd for record Oct. 14 1963 at 2:41 P.M.
Mailed to Townshend & Kirk

Pauline M. Bozman
Notary Public
Pauline M. Bozman

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DEED OF TRUST NOTE BOOK 157 PAGE 247

ANNE ARUNDEL COUNTY
~~BALTIMORE~~, MARYLAND
October 11th, 1963

No. 16,491

FOR VALUE RECEIVED, the undersigned promise to pay to LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, or order, the principal sum of

TWELVE THOUSAND FIVE HUNDRED DOLLARS----------($12,500.00)

with interest from date at the rate of Six Per Centum (6 %) per annum on the unpaid balance until paid. Interest only being payable for a period of nine months on the same amount of money as is payable under the terms of the Deed of Trust to SAM W. BORDEN and CHARLES J. FLEURY dated simultaneously herewith and principal and interest being payable in monthly installments of

NINETY DOLLARS----------($90.00)

commencing on the first day of July 1964, and a like or similar amount 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, 1983. Said principal and interest being payable at the office of LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION in Baltimore, Maryland or at such other place as the holder hereof may designate in writing.

If default be made in the payment of any installment under this note, and if such default is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. And in the event of default in payment of this note, and if the same is collected by an attorney at law, the undersigned agrees to pay all costs of collection, including an attorney's fee of 10% of the amount of the Judgment as collected, which attorney's fee shall not be diminished by any other fees, costs, or charges.

Presentment, protest and notice are hereby waived.

George H. Nicholson (SEAL)
George H. Nicholson

Mamie L. Nicholson (SEAL)
Mamie L. Nicholson

George H. Nicholson, Jr. (SEAL)
George H. Nicholson, Jr.

Janie L. Nicholson (SEAL)
Janie L. Nicholson

Mary C. Nicholson (SEAL)
Mary C. Nicholson

Richard W. Nicholson (SEAL)
Richard W. Nicholson

This is to certify that this is the note described in, and secured by a Deed of Trust of even date herewith and in the same principal amount as herein stated to Sam W. Borden and Charles J. Fleury, Trustee on real estate located in the Seventh Election District of Anne Arundel County, State of Maryland.

Dated this 11th day of October 1963.

Pauline M. Bozman
Notary Public
PaulineM. Bozman

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EXHIBIT NUMBER "2"

No 16,491

BOOK 157 PAGE 248

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

ANNAPOLIS, MARYLAND

T R U S T E E ' S S A L E

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of power and authority contained in a Deed of Trust from George H. Nicholson and Mamie L. Nicholson, his wife; George H. Nicholson, Jr. and Janie L. Nicholson, his wife, and Richard W. Nicholson and Mary C. Nicholson, his wife, dated October 11th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1700, Folio 371, default having occurred thereunder, the undersigned Trustees will offer at public auction on the premises, on

MONDAY, AUGUST 24th, 1964

at 11:00 o'clock A.M.

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

BEGINNING for the same at a point on the east side of Chalk Point Road, 30 feet wide, said point being North 09° 51' 40" East, 126.08 feet along the east side of Chalk Point Road from the beginning of the North 09° 51' 40" East, 250.15 foot line of the conveyance from Annie Irene Stange to the Mialger Realty Company by deed dated May 15, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 683, Folio 71, and running from said beginning point so fixed and with the remaining part of said line, North 09° 51' 40" East, 124.07 feet to a pipe; thence continuing with the east side of Chalk Point Road and the outlines of said conveyance, North 18° 21' 40" East, 75.93 feet; thence leaving said road and crossing said conveyance, South 75° 52' 40" East, 523.41 feet to intersect the South 14° 41' 30" West, 457.10 foot line of the above mentioned conveyance; thence with part of said line, South 14° 41' 30" West, 200 feet; thence leaving said line and with the North line of a 2.33 acre parcel conveyed by George C. Heider to George H. Nicholson and wife, by deed dated July 12, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1673, Folio 199, North 75° 49' 10" West, 517.82 ft. to the place of beginning. Containing 2.36 acres, more or less.

~~BEIxxxxxxxxxxxxxxxxxxxxxxxxxx~~

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BEING the same property conveyed unto George H. Nicholson, et al, as Joint Tenants, by George C. Heider, Widower, by deed dated October 11th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1700, Folio 368.

The above described property is subject to a 15 ft. widening strip along Chalk Point Road.

Above property is improved by a partially completed dwelling.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

Sam W. Borden and Charles J. Fleury, Trustees
2 West Preston Street
Baltimore 1, Maryland

Robert H. Campbell, Auctioneer

- -

The Maryland Gazette - July 30th and
August 6th, 13th and 20th, 1964

Please send twenty-five handbills.

11

No. 16, 491
Equity

BOOK 157 PAGE 250

AFFIDAVIT OF NON-MILITARY SERVICE

IN THE MATTER OF THE DEED OF TRUST
from GEORGE H. NICHOLSON, et al
to SAM W. BORDEN and CHARLES J.
FLEURY, TRUSTEES

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 27th day of July, 19 64, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney for Loyola Federal Savings and Loan Association

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

George H. Nicholson and Mamie L. Nicholson, his wife; George H. Nicholson, Jr. and Janie L. Nicholson, his wife, and Richard W. Nicholson and Mary C. Nicholson, his wife

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 27th day of July, 19 64.

Notarial Seal

Dorothy P. McNew
Dorothy P. McNew Notary Public

My Commission will expire on:

May 3rd, 1965

Filed,

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BOOK 157 PAGE 251

IN THE MATTER OF THE	:	IN THE
DEED OF TRUST	:	CIRCUIT COURT
FROM	:	FOR
GEORGE H. NICHOLSON and MAMIE L. NICHOLSON, his wife GEORGE H. NICHOLSON, JR. and JANIE L. NICHOLSON, his wife RICHARD W. NICHOLSON and MARY C. NICHOLSON, his wife	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	No 16,491 Equity
TO	:	
SAM W. BORDEN and CHARLES J. FLEURY TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	:	

CLAIM OF LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Amount of Deed of Trust from George H. Nicholson, et al, to Sam W. Borden and Charles J. Fleury, Trustees, dated October 11th, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1700, Folio 371.		$12,500.00
Total amount paid on account of principal	$ None	
Credit - Expense Account	22.97	22.97
		$12,477.03
Plus interest to July 31, 1964		344.67
Amount of Deed of Trust Indebtedness		$12,821.70

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 27th day of July 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney for Loyola Federal Savings and Loan Association, and acknowledged the aforegoing Statement of Deed of Trust Claim to be true and bona fide as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

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JUL 27 PM 3:55

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~~16,494~~

The Pennsylvania Insurance Company

BOOK 12 PAGE 487

BOOK 157 PAGE 252

A STOCK COMPANY

No. 16,491 Equity

BOND NO. 48 07 92

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and THE PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of TWELVE THOUSAND AND NO/100 ($12,000.00) - DOLLARS - current money to be Paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 19th day of August, 1964.

WHEREAS, By virtue of a power of sale contained in a Deed of Trust from George H. Nicholson and Mamie L. Nicholson, his wife; George H. Nicholson, Jr. and Janie L. Nicholson, his wife, and Richard W. Nicholson and Mary C. Nicholson, his wife, to the Loyola Federal Savings and Loan Association, bearing date on or about the 11th day of October, 1963, and recorded among the Land Records of Anne Arundel County, in Liber L.N.P. 1700, Folio 371, the said William W. Townshend, Jr., as Attorney Named in Deed of Trust, is authorized and empowered to make sale of the property described in said Deed of Trust, in case default should occur in the principal debt secured by said Deed of Trust, or of the interest thereon the whole or in part; and

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

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

WITNESS AS TO PRINCIPAL:

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

THE PENNSYLVANIA INSURANCE COMPANY

BY Rosalie Paris

Rosalie Paris
Attorney-in-fact

Bond approved this 24th day of August, 1964

Louis N. Phillips, Clerk

14

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Form 24 S831

8-61

WILLIAM W. T[illegible]SHEND JR.
ATTORNEY
Towns-Worth Building
South Street
Annapolis, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of power and authority contained in a Deed of Trust from George H. Nicholson and Mamie L. Nicholson, his wife; George H. Nicholson, Jr. and Janie L. Nicholson, his wife, and Richard W. Nicholson and Mary C. Nicholson, his wife, dated October 11th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1700, Folio 371, default having occurred thereunder, the undersigned Trustees will offer at public auction on the premises, on

MONDAY, AUGUST 24th, 1964 AT 11:00 O'CLOCK A.M.

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

BEGINNING for the same at a point on the east side of Chalk Point Road, 30' wide, said point being North 09 degrees 51' 40" East, 126.08 feet along the east side of Chalk Point road from the beginning of the North 09 degrees 51' 40" East, 250.15 foot line of the conveyance from Annie Irene Stange to the Mialger Realty Company by deed dated May 15, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 683, Folio 71, and running from said beginning point so fixed and with the remaining part of said line, North 09 degrees 51' 40" East, 124.07 feet to a pipe; thence continuing with the east side of Chalk Point Road and the outlines of said conveyance, North 18 degrees 21' 40" East, 75.93 feet; thence leaving said road and crossing said conveyance, South 75 degrees 52' 40" East, 523.41 feet to intersect the South 14 degrees 41' 30" West, 457.10 foot line of the above mentioned conveyance; thence with part of said line, South 14° 41' 30" West, 200 feet; thence leaving said line and with the North line of a 2.33 acre parcel conveyed by George C. Heider to George H. Nicholson and wife, by deed dated July 12, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1673, Folio 199, North 75 degrees 49' 10" West, 517.82 ft. to the place of beginning. Containing 2.36 acres, more or less.

BEING the same property conveyed unto George H. Nicholson, et al, as Joint Tenants, by George C. Heider, Widower, by deed dated October 11th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1700, Folio 368.

15 No.

OFFICE OF 16,491

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 253

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 25, 1964

We hereby certify, that the annexed

Trustee's Sale

George H. Nicholson

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 30th day of July, 1964.

FILED
1964
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THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

The above described property is subject to a 15 ft. widening strip along Chalk Point Road.

Above property is improved by a partially completed dwelling.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

Sam W. Borden and
Charles J. Fleury, Trustees
2 West Preston Street
Baltimore 1, Maryland

ROBERT H. CAMPBELL
Auctioneer

A-20

ROBERT H. CAMPBELL - - - - Auctioneer

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

TRUSTEE'S SALE

OF VALUABLE

Fee Simple Property

Under and by virtue of power and authority contained in a Deed of Trust from George H. Nicholson and Mamie L. Nicholson, his wife; George H. Nicholson, Jr. and Janie L. Nicholson, his wife, and Richard W. Nicholson and Mary C. Nicholson, his wife, dated October 11th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1700, Folio 371, default having occurred thereunder, the undersigned Trustees will offer at public auction on the premises, on

MONDAY, AUGUST 24, 1964

at 11:00 o'clock A.M.

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

BEGINNING for the same at a point on the east side of Chalk Point Road, 30 feet wide, said point being North 09 deg. 51' 40" East, 126.08 feet along the east, side of Chalk Point Road from the beginning of the North 09 deg. 51' 40" East, 250.15 foot line of the conveyance from Annie Irene Stange to the Mialger Realty Company by deed dated May 15, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 683, Folio 71, and running from said beginning point so fixed and with the remaining part of said line, North 09 deg. 51' 40" East, 124.07 feet to a pipe; thence continuing with the east side of Chalk Point Road and the outlines of said conveyance, North 18 deg. 21' 40" East, 75.93 feet; thence leaving said road and crossing said conveyance, South 75 deg. 52' 40" East, 523.41 feet to intersect the South 14 deg. 41' 30" West, 457.10 foot line of the above mentioned conveyance; thence with part of said line, South 14 deg. 41' 30" West, 200 feet; thence leaving said line and with the North line of a 2.33 acre parcel conveyed by George C. Heider to George H. Nicholson and wife, by deed dated July 12, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1673, Folio 199, North 75 deg. 49' 10" West, 517.82 ft. to the place of beginning. Containing 2.36 acres, more or less.

BEING the same property conveyed unto George H. Nicholson, et al, as Joint Tenants, by George C. Heider, Widower, by deed dated October 11th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1700, Folio 368.

The above described property is subject to a 15 ft. widening strip along Chalk Point Road.

Above property is improved by a partially completed dwelling.

TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

Sam W. Borden and Charles J. Fleury, Trustees
2 West Preston Street
Baltimore 1, Maryland

FILED

1964 AUG 28 AM 10: 13

BOOK 157 PAGE 256

Annapolis, Maryland
August 24, 1964

I HEREBY CERTIFY that on this 24th day of August, 1964, I sold the property described on the reverse hereof unto

George C. Heider

at and for the sum of Ten Thousand Seven Hundred ($10,700.00) Dollars

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

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this 24th day of August, 1964, purchased from William W. Townshend, Jr., the property described on the reverse hereof, at and for the sum of Ten Thousand Seven Hundred Dollars ($10,700.00) and I/we hereby agree to comply with the terms of sale.

Purchaser

Purchaser

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16 1964 AUG 28 AM 10: 13

BOOK 157 PAGE 257

IN THE MATTER OF THE	:	NO. 16,491 EQUITY
DEED OF TRUST	:	IN THE
FROM	:	CIRCUIT COURT
GEORGE H. NICHOLSON and MAMIE L. NICHOLSON, his wife GEORGE H. NICHOLSON, JR. and JANIE L. NICHOLSON, his wife RICHARD W. NICHOLSON and MARY C. NICHOLSON, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY
TO	:	
SAM W. BORDEN and CHARLES J. FLEURY TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	:	

REPORT OF SALE

The Report of Sale of Sam W. Borden and Charles J. Fleury, Trustees, under a certain Deed of Trust from George H. Nicholson and Mamie L. Nicholson, his wife; George H. Nicholson, Jr. and Janie L. Nicholson, his wife; and Richard W. Nicholson and Mary C. Nicholson, his wife, dated October 11th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1700, Folio 371, default having occurred under the terms thereof, at the request of the party secured and after giving notice of the time, place, manner and terms of sale by advertisements in The Maryland Gazette, a newspaper published in Anne Arundel County, for at least four (4) weeks prior to the sale, they did, pursuant to said notice, on the premises, on Monday, August 24th, 1964, at 11:00 o'clock A.M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

Your Trustees offered for sale all that lot or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

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1964 AUG 28 AM 10: 13

17

BEGINNING for the same at a point on the east side of Chalk Point Road, 30 feet wide, said point being North 09° 51' 40" East, 126.08 feet along the east side of Chalk Point Road from the beginning of the North 09° 51' 40" East, 250.15 foot line of the conveyance from Annie Irene Stange to the Mialger Realty Company by deed dated May 15, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 683, Folio 71, and running from said beginning point so fixed and with the remaining part of said line, North 09° 51' 40" East, 124.07 feet to a pipe; thence continuing with the east side of Chalk Point Road and the outlines of said conveyance, North 18° 21' 40" East, 75.93 feet; thence leaving said road and crossing said conveyance South 75° 52' 40" East, 523.41 ft. to intersect the South 14° 41' 30" West, 457.10 foot line of the above mentioned conveyance; thence with part of said line, South 14° 41' 30" West, 200 feet; thence leaving said line and with the North line of a 2.33 acre parcel conveyed by George C. Heider to George H. Nicholson and wife, by deed dated July 12, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1673, Folio 199, North 75° 49' 10" West, 517.82 ft. to the place of beginning. Containing 2.36 acres, more or less.

BEING the same property conveyed unto George H. Nicholson, et al, as Joint Tenants, by George C. Heider, Widower, by deed dated October 11th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1700, Folio 368.

The above described property is subject to a 15 ft. widening strip along Chalk Point Road.

And your Trustees sold the above described property unto George C. Heider, Widower, for the sum of Ten Thousand Seven Hundred Dollars ($10,700.00) he being at that price the highest bidder therefor, the terms being cash upon ratification of sale by the Court.

Respectfully submitted,

Sam W. Borden, Trustee

Charles J. Fleury, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify that on this 7th day of August, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Sam W. Borden and Charles J. Fleury, Trustees, mentioned in the aforegoing Report of Sale, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct to the best of their knowledge and belief.

18

AS WITNESS my hand and Notarial Seal.

Elizabeth H. Dettor, Notary Public
My commission expires May 3, 1965

19

ORDER NISI

BOOK 157 PAGE 259

IN THE MATTER OF THE DEED OF TRUST
FROM GEORGE H. NICHOLSON and
MAMIE L. NICHOLSON, his wife
GEORGE H. NICHOLSON, JR. and
JANIE L. NICHOLSON, his wife
RICHARD W. NICHOLSON and
MARY C. NICHOLSON, his wife
TO
SAM W. BORDEN and
CHARLES J. FLEURY, Trustees

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,491 Equity

Ordered, this 28th day of August, 1964, That the sale of the property in these proceedings mentioned made and reported by Sam W. Borden and Charles J. Fleury, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of October next.

The report states that the amount of sale was $ 10,700.00

Clerk.

True Copy,

TEST: Clerk.

Wm.W. Townshend, Jr., Atty.
(Final Order)

Maryland Gazette (for Sept. 3 edition)

IN THE MATTER OF THE DEED OF TRUST
FROM GEORGE H. NICHOLSON and
MAMIE L. NICHOLSON, his wife
GEORGE H. NICHOLSON, JR. and
JANIE L. NICHOLSON, his wife
RICHARD W. NICHOLSON and
MARY C. NICHOLSON, his wife
TO
SAM W. BORDEN and
CHARLES J. FLEURY, Trustees

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

JUDGE.

FILED

1964 OCT -7 AM 11:39

20

IN THE MATTER OF THE	:	NO. ~~16,419~~ 16,491	EQUITY
DEED OF TRUST	:	IN THE	
FROM	:	CIRCUIT COURT	
GEORGE H. NICHOLSON, et al	:	FOR	
TO	:	ANNE ARUNDEL COUNTY	
SAM W. BORDEN and CHARLES J. FLEURY TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	:		

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify that on this 24th day of August 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared

the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) had not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

William W. Townshend, Jr.

(SEAL)

(SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr., Notary Public

FILED

1964 SEP -1 AM 10:58

21

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,491 Equity

IN THE MATTER OF THE DEED OF TRUST FROM
GEORGE H. NICHOLSON and MAMIE L. NICHOLSON, his wife
GEORGE H. NICHOLSON, JR. And
JANIE L. NICHOLSON, his wife
RICHARD W. NICHOLSON and MARY C. NICHOLSON, his wife
TO
SAM W. BORDEN and CHARLES J. FLEURY, Trustees

Ordered, this 28th day of August, 1964, That the sale of the property in these proceedings mentioned made and reported by Sam W. Borden and Charles J. Fleury, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of October next.

The report states that the amount of sale was $10,700.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

S-24

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 261

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 25, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,491
George H. Nicholson

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 5th day of October, 1964. The first insertion being made the 3rd day of September, 1964.

FILED

1964 SEP 25 PM 4:20

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

22

No. M. G. 7330

IN THE MATTER OF THE	*	IN THE
DEED OF TRUST	*	CIRCUIT COURT
FROM	*	FOR
GEORGE H. NICHOLSON and MAMIE L. NICHOLSON, his wife	*	ANNE ARUNDEL COUNTY
GEORGE H. NICHOLSON, JR. and JANIE L. NICHOLSON, his wife	*	IN EQUITY
RICHARD W. NICHOLSON and MARY C. NICHOLSON, his wife	*	#16,491
TO	*	
SAM W. BORDEN and CHARLES J. FLEURY TRUSTEES 2 W. Preston Street Baltimore 1, Maryland	*	
*	*	*

PETITION FOR SUBSTITUTION OF PURCHASERS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Floyd A. Crumpton and Daisy Crumpton, his wife, respectfully states:

(1) That heretofore Sam W. Borden and Charles J. Fleury, Trustees, at a public sale held on August 24, 1964, sold the following property, namely:

> ALL that lot or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, more particularly described as follows:
>
> BEGINNING for the same at a point on the east side of Chalk Point Road, 30 feet wide, said point being North 09 deg. 51' 40" East, 126.08 feet along the east side of Chalk Point Road from the beginning of the North 09° 51' 40" East, 250.15 foot line of the conveyance from Annie Irene Stange to the Mialger Realty Company by deed dated May 15, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 683, Folio 71, and running from said beginning point so fixed and with the remaining part of said line, North 09° 51' 40" East, 124.07 feet to a pipe; thence continuing with the east side of Chalk Point Road and the outlines of said conveyance, North 18°21' 40" East, 75.93 feet; thence leaving said road and crossing said conveyance South 75° 52' 40" East, 523.41 feet to intersect the South 14° 41' 30" West, 457.10 foot line of the above mentioned conveyance; thence with part of said line, South 14° 41' 30" West, 200 feet; thence leaving said

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1964 OCT -9 AM 11:44

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line and with the North line of a 2.33 acre parcel conveyed by George C. Heider to George H. Nicholson and wife, by deed dated July 12, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1673, Folio 199, North 75° 49' 10" West, 517.82 feet to the place of beginning. Containing 2.36 acres, more or less.

BEING the same property conveyed unto George H. Nicholson et al, as Joint Tenants, by George C. Heider, Widower, by deed dated October 11th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1700, Folio 368.

The above described property is subject to a 15 foot widening strip along Chalk Point Road.

unto George C. Heider at and for the sum of Ten Thousand Seven Hundred Dollars ($10,700.00). That the said George C. Heider has sold and assigned all of his right, title and interest in and to the aforementioned properties unto your petitioners.

(2) That the aforementioned sale has been ratified by this Honorable Court and that your petitioners desire that this Court, by its Order, substitute your petitioners as purchasers in the place and instead of George C. Heider, pursuant to Rule W74g3 of the Maryland Rules of Procedure.

Floyd A. Crumpton

Daisy Crumpton

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 9th day of October, 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Floyd A. Crumpton and Daisy Crumpton, his wife, and made oath in due form of law that the facts as set forth herein are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Dorothy J. McNew, Notary Public

I HEREBY consent to the passage of the within Order of Court.

George C. Heider

William W. Townshend, Jr.,
Attorney for Trustees

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IN THE MATTER OF THE	*	IN THE
DEED OF TRUST	*	CIRCUIT COURT
FROM	*	FOR
GEORGE H. NICHOLSON and MAMIE L. NICHOLSON, his wife	*	ANNE ARUNDEL COUNTY
GEORGE H. NICHOLSON, JR. and JANIE L. NICHOLSON, his wife	*	IN EQUITY
RICHARD W. NICHOLSON and MARY C. NICHOLSON, his wife	*	
	*	
TO		
	*	
SAM W. BORDEN and CHARLES J. FLEURY TRUSTEES	*	
2 W. Preston Street Baltimore 1, Maryland	*	
*	*	*

ORDER OF COURT

Upon the foregoing petition, affidavit and assent, it is this 13th day of October, 1964, ORDERED by the Circuit Court for Anne Arundel County in Equity, that Floyd A. Crumpton and Daisy Crumpton, his wife, be and they are hereby substituted in the place and instead of George C. Heider, as purchasers of the property more particularly described in the aforegoing petition.

Judge

FILED

1964 OCT 13 PM 12:52

26

In the Case of

IN THE MATTER OF THE DEED OF TRUST FROM
GEORGE H. NICHOLSON, et al

~~VS.~~
TO

Sam W. Bordon and Charles J. Fleury, Trustees

In the

Circuit Court

For

Anne Arundel County

No. 16,491 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.
October 15, 1964

John H. Hopkins, IV, Auditor.

FILED
1964 OCT 15 AM 10: 39

FINAL ORDER

ORDERED BY THE COURT, this 2nd 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: R E Wayson, deputy

FILED
1964 NOV -2 AM 8: 39

27

Dr. IN THE MATTER OF THE DEED OF TRUST FROM GEORGE H. NICHOLSON, et al TO SAM W. BORDON and CHARLES J. FLEURY, Trustees

In Acct. with SAM W. BORDON and CHARLES J. FLEURY, Trustees

					Cr.	
1964, August 24,						
Proceeds of Sale	10,700	00				
Interest on deferred payment of $9,950.00 from 8/24/64 to 10/14/64	84	66	10,784	66		
					10,784	66
To Trustees for commissions, viz:	353	54	353	54		
To Trustees for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	29	75				
Auditor - stating this account	22	50	62	25		
To Trustees for expenses, viz:						
Capital Gazette Press - advertising sale	105	00				
Capital Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	17	00				
Robert H. Campbell - auctioneers fee	45	00				
Pennsylvania Ins. Co, - bond Premium	48	00				
One-half cost documentary stamps	18	15				
1964 County & State taxes, adjusted	7	36				
Dorothy P. McNew - notary fees	1	00				
Elizabeth H. Deltor - notary fee		50				
Lillian M. Mitchell - notary fee		50				
Wm. W. Townshend, Jr. Attorneys fee- Court Order 9/22/64	250	00	507	51		
To Loyola Federal Savings & Loan Assn. this balance on account of claim filed	9,861	36	9,861	36		
					10,784	66

Amount of Deed of Trust indebtedness	12,821	70
Interest on principal balance of $12,477.03 from 7/31/64 to 10/31/64 - 92 days @ 6%	188	65
	13,010	35
Credit amount allowed above	9,861	36
Balance subject to Decree in Personam	3,148	99

BOOK 157 PAGE 269

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN
P. O. BOX 2858
BALTIMORE 25, MARYLAND

vs.

HENRY O. HOHREIN and
HELEN R. HOHREIN, his wife
Woodland Road
Lake Shore, A. A. Co.
Maryland

Docket ..... Folio .....
Case No. 16,520 Equity
Filed .....

IN THE

Circuit Court ~~No. 2~~

FOR
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
(In Equity)

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 22nd day of March A.D. 1963 the defendant executed and delivered to First Federal Savings and Loan Association of Brooklyn a mortgage upon certain fee simple property in Anne Arundel County ~~the City of Baltimore~~, therein described, to secure the payment of the mortgage debt of $8,000.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any convenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That default has occurred in the performance of this mortgage and in payment of the debt now due the Plaintiff and secured by the aforesaid mortgage.

And your petitioner 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.

Harold M. Vick
Harold M. Vick
2 East Lexington Street
Baltimore 2, Maryland
PL2-6897 *Attorney for Plaintiff*

FILED
1964 AUG 11 PM 1:19

BOOK 157 PAGE 270

CITY OR COUNTY FEE OR LEASEHOLD

BOOK 1642 PAGE 141

No. 16,520 Equity

This Mortgage, made this 22nd day of March

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

HENRY O. HOHREIN and HELEN R. HOHREIN, his wife of

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

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN, a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagee has this day loaned to said Mortgagors

the sum of Eight Thousand ($8,000.00) - dollars,

being the balance of the purchase money for the property herein described, which said sum the said Mortgagor agrees to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent per annum, in the manner following:

By the payment of Seventy Eight Dollars and Seven Cents ($78.07) - - - - - - - ~~dollars~~ on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be fully paid, interest to be computed by the calendar month; and the said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

102182

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

This loan may be prepaid, in whole or in part, and when the amount prepaid in any one year exceeds twenty per cent of the original principal amount of the loan, Six (6) months' interest on the amount prepaid in excess of said twenty per cent will be charged as a consideration for the acceptance of such prepayment.

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

NOW THEREFORE, this Mortgage witnesseth, that in consideration of the premises and of one dollar, the said Mortgagor doth grant, convey and assign unto said Mortgagee, its successors and assigns, all that land and premises situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at the intersection of the South side of Bodkin Creek #2 Alternate Road (30' wide) with the Eastern outline of a 10 acre tract of land conveyed by a Deed dated 7/26/32 from M. J. Swift and Company, Inc. to William H. Rothamel and wife and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 98 Folio 393 said point of beginning being 93.70 feet Southeasterly measured along said outline from the Northeastern corner of said 10 acre tract of land, and running thence binding on the South Side of said Bodkin Creek Alternate #2, 30 ft. Road, the five following courses and distances to wit: South 86° 15' East 165.56', South 80° 2' East 197.22', South 87° 4' East 127.63', South 59° 15' East 131.30' and North 72° 58' East 214.83' to the West side of a 30' proposed road (known as the extension of #13 Roadway) to be used in common with others thereto, thence running and binding on the West side of said #13 extension roadway the four following courses and distances to wit: South 24° 33' West 87.45', South 0° 40' East 81.14, South 17° 10' East 85.88' and South 2° 48' East 88.35' to the North side of a proposed 30' road known as #13 road, said #13 road and extension on #13 roadway to be used in common by parties of the second part as tenants by the entireties with other property owners, thence running and binding on the North side of said #13 road South 72° 20' West 219.36' to the Southeast corner of a 6 acre tract of land conveyed by M. J. Swift and Company, Inc. to H. H. Elliott et al and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 196 Folio 454, thence running and binding on part of the outlines thereof the two following courses and distances to wit: North 17° 40' West 205' and South 72° 20' West 424.50' to the Southeast corner of the 10 acre tract of land from M. J. Swift and Company, Inc. to William H. Rothamel above referred to, thence running and binding on said land North 17° 45' West 406.30' to the point of beginning. Containing 5.04 acres more or less.

BEING the same lot of ground which, by deed of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by Jerry W. Canning and Donna J. Canning, his wife, to the within named Mortgagors.

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1964 AUG 11 PM 1:19

PLAINTIFF'S EXHIBIT #1

2

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all plumbing, heating, gas and electrical fixtures.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple, forever during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, ~~subject to the payment of the yearly rent of~~ fee simple

If, however, the said Mortgagor shall make the payments and perform the covenants herein contained, then this Mortgage shall be void.

And the said Mortgagor covenants with the said Mortgagee as follows:

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

II. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the Mortgagee, for the benefit of the Mortgagee in such insurance companies as are acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the Mortgagee only; the Mortgagor hereby waiving all right to the possession of said payment until the Mortgagee's claim under this Mortgage has been fully paid and satisfied.

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided.

IV. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the Mortgagor shall pay to the Mortgagee, on the first day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor fails to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this Mortgage, for which foreclosure may be filed.

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

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

VII. To pay a "late charge" not to exceed Four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

VIII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for Thirty (30) days or after default in the performance of any of the aforegoing covenants, for Thirty (30) days.

IX. That, as soon as this Mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay to the said attorney, a fee of Thirty-Five dollars for his services in and about the collection of the said Mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this Mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns, or JOHN B. ROWE, its duly authorized Attorney or Agent, after any default in the terms of this Mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. ~~And~~ upon any sale of said property, whether under the above assent to a decree or under the above power of ~~sale, the~~ proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of $75.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said Mortgagor doth hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by said Mortgagor to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said Mortgagor, for himself, herself, or themselves and their heirs, personal representatives and assigns doth hereby covenant and agree to pay; and the said Mortgagee, or said JOHN B. ROWE, its said Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

AND the said Mortgagor hereby covenants that the property herein described is unencumbered, except as may be herein set forth, that said Mortgagor will warrant specially the said property and will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders; whenever there shall be two or more Mortgagors hereunder all obligations of said Mortgagors shall be joint and several.

Witness the hand and seal of the said Mortgagor.

WITNESS:

J. Dallas Kirwan
J. DALLAS KIRWAN

Henry O. Hohrein (SEAL)
HENRY O. HOHREIN

Helen R. Hohrein (SEAL)
HELEN R. HOHREIN

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 22nd day of March, 1963, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared HENRY O. HOHREIN and HELEN R. HOHREIN, his wife and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared JOHN B. ROWE, Attorney and Agent of the within-named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth and further made oath that he is the duly appointed Agent of said body corporate and is authorized to make this affidavit.

As WITNESS my hand and Notarial Seal.

J. Dallas Kirwan
J. DALLAS KIRWAN
Notary Public

Rec'd for record Mar 26 1963 at 11:22 A.M.
Mailed to Rowe, Rowe & Vick

STATEMENT OF MORTGAGE CLAIM BOOK 157 PAGE 273

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN	IN THE
vs.	**CIRCUIT COURT** ~~XXXXX~~
HENRY O. HOHREIN and	FOR ~~XXX~~ ~~XXX~~
HELEN R. HOHREIN, his wife	~~XXXXXXXXXXXXXXXX~~ ~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY (In Equity) 16,520

STATEMENT OF MORTGAGE DEBT

Property - Woodland Road, Lake Shore, A. A. Co., Md.

Original Mortgage	$8,000.00
Less Payments to Principal	473.71
	7,526.29
Plus Interest to 8/31/64	75.26
	7,601.55
Less Balance in Escrow Acct.	39.38
BALANCE DUE	$7,562.17

7526.29
75.26
7601.55

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 8th 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 George G. Freyman, Executive Vice-President, First Federal Savings and Loan Association of Brooklyn the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

FILED

1964 AUG 11 PM 1:19

As witness my hand and Notarial Seal,

Margy L. Humble

Margy L. Humble - *Notary Public*

MARGY L. HUMBLE NOTARY PUBLIC Baltimore, Md.

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BOOK 157 PAGE 274

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

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

vs.

HENRY O. HOHREIN and HELEN R. HOHREIN, his wife

IN THE

CIRCUIT COURT ~~No.~~

FOR

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

(In Equity)

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

Case No. 16,520

Filed .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared George G. Freyman, Executive Vice-President of First Federal Savings and Loan Assn. of Brooklyn and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his ~~(her)~~ information, knowledge and belief

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

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

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

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

Affiant.

George G. Freyman, Executive Vice President First Federal Savings and Loan Association of Brooklyn

Subscribed and sworn to before me this 8th day of August 1964.

Notary Public

Margy L. Humble

MARG. L. HUMBLE NOTARY PUBLIC Baltimore, Md.

FILED

1964 AUG 11 PM 1:19

6

BOOK 157 PAGE 275

DECREE FOR SALE OF MORTGAGE PREMISES

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN	IN THE **CIRCUIT COURT** ~~No. 2~~
vs.	For ~~BALTIMORE CITY~~ Anne Arundel County (In Equity)
HENRY O. HOHREIN and HELEN R. HOHREIN, his wife	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 11th **day of** August, **in the year nineteen hundred and** sixty-four, **by the Circuit Court of** ~~Baltimore City~~ Anne Arundel Co. **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Harold M. Vick be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by him himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $7500.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given ~~at least three weeks~~* notice by advertisement, inserted in such daily newspaper or newspapers published in ~~the City of Baltimore~~ Anne Arundel Co. as he ~~shall think proper~~, of the time, place, manner and terms of sale, which shall be cash, deposit of $750.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Matthew E. Grove

* at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale

FILED

1964 AUG 12 AM 9:23

BOOK 157 PAGE 276

NEW AMSTERDAM CASUALTY COMPANY

BOOK 12 PAGE 514

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

BOND NO: 0466-0160-1825-64 No. 16,520 Equity

Know All Men By These Presents:

THAT WE, Harold M. Vick - 2 E. Lexington Street - Baltimore 2, Maryland

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of SEVENTY-FIVE HUNDRED AND NO/100 - - - - Dollars ($ 7500.00 - -), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 3rd day of September in the year of our Lord one thousand nine hundred and sixty-four.

WHEREAS, the above bounden Harold M. Vick

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Maryland

has been appointed trustee to sell property located on Woodland Road - Lake Shore - Anne Arundel County, Maryland

mentioned in the proceedings in the case of

First Federal Savings and Loan Association of Brooklyn

vs.

Henry O. Hohrein and Helen R. Hohrein, his wife

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Harold M. Vick do es and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Margy Humble

Harold M. Vick (SEAL)
Harold M. Vick

(SEAL)

(SEAL)

~~ATTEST:~~ Witness as to Surety:

J. McDuffie
J. McDuffie

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols
R. H. Nichols, Attorney-in-fact

Bond approved this 8th day of September, 1964
Louis N. Phipps, Clerk

FILED
1964 SEP -8 AM 11:06

1-307-Md. Trustee—Receiver 500

ROWE, ROWE & [illegible]ICK
2 E. Lexington [illegible]eet
Baltimore 2, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Known as Woodland Road,
Lake Shore,
Anne Arundel County,
Maryland

By virtue of a deeree of the Circuit Court for Anne Arundel County, In Equity, No. 16,520 the undersigned Trustee will sell at Public Auetion, on the premises, on

FRIDAY, SEPT. 11, 1964 AT 3:30 O'CLOCK P.M.

all that lot of ground and improvement thereon, situate in Anne Arundel County, and described as follows:

BEGINNING for the same at the interseetion of the South side of Bodkin Creek No. 2 Alternate Road (30' wide) with the Eastern outline of a 10 acre traet of land eonveyed by a Deed dated 7/26/32 from M. J. Swift and Company, Inc. to William H. Rothamel and wife and reeorded among the Land Reeords of Anne Arundel County in Liber F.S.R. 93 Folio 393 said point of beginning being 93.70 feet Southeasterly measured along said outline from the outline from the Northeastern corner of said 10 acre tract of land, and running thence binding on the South side of said Bodkin Creek Alternate No. 2, 30 ft. Road, the five following eourses and distances to wit: South 86 degrees 15' East 165.55' South 80 degrees 2' East 197.22' South 87 degrees 4' East 127.63'. South 59 degrees 15' East 131.30 and North 72 degrees 58' East 214.83' to the West side of a 30' proposed road (known as the extension of No. 13 Roadway) to be used in eommon with others thereto, thenee running and binding on the West side of said No. 13 extension roadway the four following courses and distanees to wit: South 24 degrees 33' West 87.45', South 0 degrees 40' East 81.14', South 17 degrees 10' East 85.88' and South 2 degrees 48' East 88.35' to the North side of a proposed 30' road known as No. 13 road, said No. 13 road and extension on No. 13 roadway to be used in common with other property owners, thenee running and binding on the North side of said No. 13 road South 72 degrees 20' West 219.36' to the Southeast eorner of a 6 aere tract of land conveyed by M. J. Swift and Company, Inc. to H. H. Elliot et al and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 196 Folio 454, thence running and binding on part of the outlines thereof the two following courses and distanees to wit: North 17 degrees 40' West 205' and South 72 degrees 20' West 424.50' to the South east corner of the 10 aere

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 277

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 12, 1964

We hereby certify, that the annexed

Trustee's Sale
Eq. 16,520
Woodland Road
Lake Shore

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 September, 1964. The first insertion being made the 20th day of August, 1964.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1964 SEP 14 PM 2:51

By A. Tingleman

tract of land from M. J. Swift and Company, Inc. to William H. Rothamel above referred to, thence running and binding on said land North 17 degrees 45' West 406.30' to the point of beginning. Containing 5.04 acres more or less.

The improvements consist of a one-story stucco dwelling, five rooms and one bath, oil hot air heat and shingled roof.

TERMS OF SALE: Cash deposit $750.00 at time and place of sale, balance upon ratification of the sale by the Circuit Court of Anne Arundel County, and to bear interest from day of sale to day of settlement. Taxes and all other charges including Sanitary District charges, if any, to be adjusted to day of sale. Subject also to such covenants, conditions and restrictions of record, if any, as may effect said lot of ground.

Harold M. Vick

Trustee

T.C.W. Hobbs,
Auctioneer

S-10

Trustee's Sale. Sept. 11-1964
Fee-Simple Property
KNOWN AS. WOODLAND ROAD Lake Shore
ANNE ARUNDEL COUNTY. MD.
Circuit Court - decree # 16520 IN EQUITY

T. C. W. HOBBS
AUCTIONEER & APPRAISER
3607 FIELDSTONE ROAD
RANDALLSTOWN, MARYLAND

TO WHOM IT MAY CONCERN:

The undersigned Auctioneer does hereby make oath in due form of law that he has not paid and will not pay directly or indirectly any sum or part of commissions received, to anyone for employing or for aiding to employ him to make this sale.

Sold For
Harold M. Vick
For $6,000.00 Trustee

(Signed) T. C. W. Hobbs
Auctioneer

Sworn to and subscribed before me, a Notary Public for the City of Baltimore, State of Maryland, this 23rd day of Sept, 1964

5.04 acres more or less
Known as Wm. H. ROTHAMEL
PROPERTY & Hohrein
A/K/A HOHREIN PROPERTY

MARGY L. HUMBLE NOTARY PUBLIC Baltimore, MD.

Margy L Humble
Notary Public

Trustee's Sale Fee Simple
Property Known as
Woodland Road Lake Shore
Anne Arundel Co Md
Decree in Equity Cir Court of A.A. Co
#16,520 Sold for Harold M. Vick Trustee

T. C. W. HOBBS
AUCTIONEER & APPRAISER
3607 FIELDSTONE ROAD
RANDALLSTOWN, MARYLAND
Sept-11-1964

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 11th day of SEPTEMBER 1964 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared [signature] for Fort Federal of Brooklyn, purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said Woodland Road Lake Shore A.A. Co Md Property Known as the Wm. H. ROTHAMEL PROPERTY mentioned in the said Report of Sale.

[signature] (SEAL) [signature]
Purchaser — Notary Public
For Fort Federal of Brooklyn — My Commission expires June 3 - 1965

5.04 acres more or less
Improved by a 1 story stucco
- dwelling
Sold for
Sold For $6000.18

FILED
1964 SEP 24 AM 10: 03

10

REPORT OF SALE

BOOK 157 PAGE 281

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

vs.

HENRY O. HOHREIN and HELEN R. HOHREIN, his wife

DOCKET ..... FOLIO .....
CASE NO. .....
FILED .....

IN THE

CIRCUIT COURT ~~No. 2~~
FOR
~~CITY~~
ANNE ARUNDEL COUNTY
~~XXXXXXXXXXXXXXXXXX~~

(IN EQUITY)

No. 16,520 Equity

To The Honorable Judge of the
Circuit Court of ~~Baltimore City~~ ANNE ARUNDEL COUNTY

The Report of Sale of Harold M. Vick

Trustee appointed by the decree in the above entitled cause, to make sale of the fee simple property

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

the Capital Gazette

daily newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday the 11th day of September 1964 at 3:30 ~~P.M.~~ o'clock P.M. attend on the premises and then and there sold unto

First Federal Savings and Loan Association of Brooklyn, the property known as Woodland Road, Lake Shore, Anne Arundel County, Maryland, the purchase price of said property being $6,000.00, the said purchaser being the highest bidder therefor.

Harold M. Vick
Harold M. Vick, Trustee

FILED
1964 SEP 24 AM 10:03

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 23rd. day of September 1964 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Harold M. Vick

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

As witness my hand and Notarial Seal,

Margy L. Humble
Margy L. Humble *Notary Public.*

MARGY L. HUMBLE NOTARY PUBLIC Baltimore, Md.

ORDER NISI

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

versus

HENRY O. HOHREIN and HELEN R. HOHREIN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,520 Equity

Ordered, this 24th day of September, 19 64, That the sale of the property in these proceedings mentioned made and reported by HAROLD M. VICK, TRUSTEE

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd 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 2nd day of November next.

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

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

Harold M. Vick, Attorney
(Final Order)

For: The ~~Capital~~ Maryland Gazette (Oct. 1 Edition)

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

versus

HENRY O. HOHREIN and HELEN R. HOHREIN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of November, 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.

V. Bowie Duckett
JUDGE.

FILED
1964 NOV -5 AM 11:59

12

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 16,520 Equity

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

versus

HENRY O. HOHREIN and HELEN R. HOHREIN, his wife

Ordered, this 24th day of September, 1964, That the sale of the property in these proceedings mentioned made and reported by Harold M. Vick, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd 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 2nd day of November next.

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

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

O-22

FILED

1964 OCT 23 PM 1:58

No. M. G. 943X

13

OFFICE

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 283

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 23, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq 16,520

Henry O. Hohrein

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

FIRST FEDERAL SAVINGS & LOAN ASSOC. OF BROOKLYN

VS.

HENRY O. HOHREIN, ET UX

In the

Circuit Court

For

Anne Arundel County

No. 16,520 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 NOV 16 PM 1:47
FILED

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 2nd day of December, 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 Jankauskas, deputy

FILED
1964 DEC -2 AM 9:13

14

Dr. Mortgaged Real Estate of Henry O. Hohrein and Helen R. Hohrein, his wife

In Acct. with Harold M. Vick, Trustee

						Cr.	
By	Amount of Sale, as per Trustee's Report of Sale filed			6,000	00		
By	Interest 6% on deferred payment $5,250.00 from 9/11/64 to 11/4/64			54	00		
						6,054	00
To	Trustee for fee, viz	75	00				
To	Trustee for commission, viz	210	00				
				285	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	25	00				
				63	00		
To	Trustee for expenses, viz						
	Capital-Gazette Press Inc.						
	Advertising & Nisi - Sale	132	24				
	Sunpapers - Advertising - Sale	11	55				
	New Amstersdam Casualty Co. bond	30	00				
	T. C. W. Hobbs- auctioneers' fee	50	00				
	Notary fees	2	00				
				225	79		
To	First Federal Savings & Loan Assoc. of Brooklyn, Mortgagee on account of Mortgage claim	5,480	21				
				5,480	21		
						6,054	00
	Balance due on Mortgage as per claim filed	7,562	17				
	Interest 6% on principal balance $7486.91 from 9/1/64 to 11/30/64	112	29				
		7,674	46				
	Credit amount allowed above	5,480	21				
	This amount subject to decree in personam	2,194	25				

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
LOREN WILLIAM LEONARD AND MARILYN M. LEONARD, HIS WIFE	:	(In Equity) No. 16,553

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 Loren William Leonard and Marilyn M. Leonard, his wife to Baltimore Federal Savings and Loan Association, dated March 5th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1278 folio 407.

Walter S. Calwell
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Md. 21202

Le 9-6841

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1964 AUG 26 AM 9:10

BOOK 157 PAGE 287

BOOK 1278 PAGE 407

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

MARYLAND

No. 16,553 Equity

MORTGAGE

THIS MORTGAGE, made this 5th day of March, A. D. 19 59, by and between LOREN WILLIAM LEONARD and MARILYN M. LEONARD, his wife

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

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of SIXTEEN THOUSAND and 00/100ths Dollars ($ 16,000.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and three-fourths per centum (4 3/4 %) per annum until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Eighty-Three and 47/100ths Dollars ($ 83.47), commencing on the first day of May, 19 59, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on ~~XXXXXXXXXXX~~ March 4, 1989, ~~XX~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 18, Block G, as shown on a Plat entitled "Section 2, Hammarlee Estates," which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 30, folio 36. The improvements thereon being known as No. 228 Hollywood Court.

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

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

3

BOOK 157 PAGE 288

FILED

BOOK 1278 PAGE 408

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Twenty ($120.00) Dollars payable half-yearly on the 5th days of March and September in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BOOK 157 PAGE 290 BOOK 1278 PAGE 410

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

Witness:

Robert F. Vavrina

ROBERT F. VAVRINA

Loren William Leonard [SEAL]

Loren William Leonard

[SEAL]

Marilyn M. Leonard [SEAL]

Marilyn M. Leonard

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1278 PAGE 411

I HEREBY CERTIFY, That on this 5th day of March, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the city~~ Baltimore County aforesaid, personally appeared Loren William Leonard and Marilyn M. Leonard, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

Robert F. Vavrina

Notary Public.

N.O.O. ROBERT F. VAVRINA

ROBERT F. VAVRINA NOTARY PUBLIC BALTIMORE CO., MD.

Rec'd for record Mar. 9, 1959, at 11:27 A.M.

Mailed to The Colonial Title Guarantee Co.

lication No. 50171

ten by med

ered by Examiner

ly for Record

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

LOREN WILLIAM LEONARD AND
MARILYN M. LEONARD, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

2247-19857

BOOK 157 PAGE 291

WALTER S. CALWELL, Attorney Named in Mortgage	:	
VS.	:	IN THE CIRCUIT COURT
	:	FOR
LOREN WILLIAM LEONARD AND MARILYN M. LEONARD, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity)

NON-MILITARY SERVICE AFFIDAVIT No. 16,553

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 21st day of August 19 64 before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

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

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

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

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

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

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1964 AUG 26 AM 9:10

WALTER S. CALWELL, Attorney Named in Mortgage	IN THE CIRCUIT COURT
VS.	FOR
LOREN WILLIAM LEONARD AND MARILYN M. LEONARD, HIS WIFE	ANNE ARUNDEL COUNTY
	In Equity - No. 16,553

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from Loren William Leonard and Marilyn M. Leonard, his wife

to Baltimore Federal Savings and Loan Association

dated the 5th day of March 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C No 1278 Folio 407

Amount of Mortgage	$16,000.00
Less - amount paid on principal	1,309.90
	14,690.10
Plus - interest to 8/18/64	325.67
	15,015.77
Less - balance in expense account	23.61
	14,992.16

14690.10
23.61
666.49

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 21st day of August 19 64 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams Vice President of Baltimore Federal Savings and Loan Association, 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.

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1964 AUG 26 AM 9: 10

7

N 16,553 Equity

Mortgagee and Attorney's Bond.

1-369

BOOK 157 PAGE 293

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOOK 12 PAGE 526

BOND NO: 0466-0370-1911-64

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore, Maryland 21202 as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New-York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIFTEEN THOUSAND AND NO/100 - - - - - - ($15,000.00) - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 17th day of September 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 Loren William Leonard and Marilyn M. Leonard, his wife to the Baltimore Federal Savings and Loan Association bearing date the 5th day of March nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1278, Folio 407, ~~and~~ X

is about to sell the land and premises described in said Mortgage, 228 Hollywood Court - Anne Arundel County, Maryland default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, Sealed and Delivered
in the presence of

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

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

NEW AMSTERDAM CASUALTY COMPANY

By H. H. Nichols
E. H. Nichols, Attorney-in-fact

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1964 SEP 21 PM 12:07

Bond approved this 21 day of Sept, 1964

Louis N. Phipps, Clerk

16553

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

Attorney's Sale

OF VALUABLE LEASEHOULD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Loren William Leonard and Marilyn M. Leonard, his wife to Baltimore Federal Savings and Loan Association, dated March 5th, 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1278 folio 407 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUES., SEPT. 22nd, 1964 AT THREE P.M. (EDT)

all that leasehold lot of ground situate and lying in 5th Election District of Anne Arundel County in the Development of "Hammarlee Estates" off Furnace Branch - Glen Burnie Section, and described as follows:—

BEING known and designated as Lot No. 18, Block G, as shown on a Plat entitled "Section 2, Hammarlee Estates," which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 30, folio 36. The improvements thereon being known as No. 228 Hollywood Court.

No. 9 Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining.

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

The improvements consist of a 1½ story ranch type brick and frame dwelling, containing 6 rooms (3 bedrooms) 2 baths, car port, 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 S-17

OFFICE

Maryland Gazette

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

BOOK 157 PAGE 294

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 19, 1964

We hereby certify, that the annexed Attorney's Sale Loren William Leonard

was published in

Maryland Gazette

FILED 1964 SEP 21 PM 3:11

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 22nd day of September, 1964. The first insertion being made the 3rd day of September, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 157 PAGE 295

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	Anne Arundel County
LOREN WILLIAM LEONARD AND MARILYN M. LEONARD, HIS WIFE	:	Equity No. 16,553

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 22nd day of September , 19 64, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City , personally appeared EUGENE K. REILLY 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 Eugene K. Reilly
Purchaser
EUGENE K. REILLY Vice President

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Notary Public

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1964 SEP 28 AM 9:38

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
LOREN WILLIAM LEONARD AND MARILYN M. LEONARD, HIS WIFE	:	(In Equity)
	:	No. 16,553

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated March 5th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1278 folio 407 from said Loren William Leonard and Marilyn M. Leonard, 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 Baltimore 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 22nd day of September, 1964 at three P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 18, Block G, as shown on a Plat entitled "Section 2, Hammarlee Estates", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 36, the improvements whereon are known as No. 228 Hollywood Court; more particularly and at leng described in the aforementioned Mortgage, and in the attached advertisement of sale.

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1964 SEP 28 AM 9:38

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

Attorney's Sale

OF VALUABLE LEASEHOULD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Loren William Leonard and Marilyn M. Leonard, his wife to Baltimore Federal Savings and Loan Association, dated March 5th, 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1278 folio 407 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUES., SEPT. 22nd, 1964 AT THREE P.M. (EDT)

all that leasehold lot of ground situate and lying in 5th Election District of Anne Arundel County in the Development of "Hammarlee Estates" off Furnace Branch - Glen Burnie Section, and described as follows:—

BEING known and designated as Lot No. 18, Block G, as shown on a Plat entitled "Section 2, Hammarlee Estates," which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 30, folio 36. The improvements thereon being known as No. 228 Hollywood Court.

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

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

The improvements consist of a 1½ story ranch type brick and frame dwelling, containing 6 rooms (3 bedrooms) 2 oaths, car port, 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 S-17

BOOK 157 PAGE 297

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Fifteen Thousand ($15,000.00) Dollars, subject to the payment of an annual ground rent of $120.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 24th day of September, 1964 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link, Notary Public

12

ORDER NISI

BOOK 157 PAGE 298

WALTER S. CALWELL, Attorney Named in Mortgage

versus

LOREN WILLIAM LEONARD AND MARILYN M. LEONARD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,553 Equity

Ordered, this 28th day of September, 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 2nd 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 2nd day of November next.

The report states that the amount of sale was $ 15,000.00.

Louis N. Phippi Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Attorney For the Maryland Gazette (Oct. 1st Edition)

(Final Order)

~~WALTER S. CALWELL, Attorney~~ Named in Mortgage

versus

LOREN WILLIAM LEONARD AND MARILYN M. LEONARD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of November, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bruce Duckett

JUDGE.

FILED

1964 NOV -5 AM 11:58

15

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR Anne Arundel County
LOREN WILLIAM LEONARD AND MARILYN M. LEONARD, HIS WIFE	:	In Equity - No. 16,553

PETITION TO SUBSTITUTE A PURCHASER

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Petition of Walter S. Galwell, Attorney Named in the Mortgage, respectfully represents unto your Honor:

That your Petitioner, by his Report of Sale filed in these proceedings ~~on the day of 19~~ sold certain leasehold property situated in ~~Baltimore~~ Anne Arundel County, known as No. 228 Hollywood Court and described in these proceedings to Baltimore Federal Savings and Loan Association.

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

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

Walter S. Calwell,
Attorney Named in Mortgage

ASSENT

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

Walter S. Calwell,
Attorney Named in Mortgage

BALTIMORE FEDERAL SAVINGS
AND LOAN ASSOCIATION

BY Eugene K. Reilly

EUGENE K. REILLY Vice President

FILED

1964 SEP 28 AM 9:38

14

ORDER

UPON the aforegoing Petition and Assent, it is hereby this 30th day of September 1964

ORDERED by the Circuit Court for Anne Arundel County (In Equity) that J. S. Gleason, Jr., Administrator of Veterans' Affairs be and he is hereby substituted as purchaser of the property mentioned in these proceedings, known as No. 228 Hollywood Court, Anne Arundel County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

FILED
1964 OCT -1 PM 1:01

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,553 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
versus
LOREN WILLIAM LEONARD and MARILYN M. LEONARD, his wife

Ordered, this 28th day of September, 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 2nd 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 2nd day of November next.

The report states that the amount of sale was $15,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk
O-22

FILED
1964 OCT 23 PM 1:58
No. M. G. 9444

16

OFFI OF

Maryland Gazette

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

JOB 157 PAGE 301

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 23, 1964

We hereby certify, that the annexed
Order Nisi Sale
Eq. 16,553
Loren William Leonard

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

WALTER S. CALWELL,
ATTORNEY NAMED IN MORTGAGE

VS.

LOREN WILLIAM LEONARD AND
MARILYN M. LEONARD, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,553 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 17 PM 12: 12

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 3 day of December, 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 DEC -3 PM 2: 39

17

18

Dr. Mortgaged Real Estate of Loren William Leonard and Marilyn M. Leonard, his wife

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

						Cr.	
By	Amount of Sale as per Attorney's Report of Sale filed			15,000	00		
By	Interest 6% on deferred payment, $14,500.00 from 9/22/64 to 11/6/64			110	00		
By	Adjustment taxes from 9/22/64 to 12/31/64			74	21		
						15,184	21
To	Attorney for fee, viz	50	00				
To	Attorney for commission, viz	480	00				
				530	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	31	25				
	Auditor, this account	22	50				
				63	75		
To	Attorney for expenses, viz						
	Capital-Gazette Press						
	Advertising & Nisi - Sale -	80	64				
	New Amsterdam Casualty Co. - bond	60	00				
	E. T. Newell & Co., Inc. auctioneer's fee	35	00				
	Notary fees	1	25				
	Adjustment ground rent, from 9/5/64 to 9/22/64	5	66				
				182	55		
To	Baltimore Federal Savings & Loan Assoc., Mortgagee, on account of mortgage claim	14,407	91				
				14,407	91		
						15,184	21
	Balance due on Mortgage as per claim filed	14,992	16				
	Interest 4 3/4% on principal balance $14,666.49 from 8/19/64 to 12/2/64	199	30				
		15,191	46				
	Credit this amount allowed above	14,407	91				
	This amount subject to decree in personam	783	55				

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
RAY CHARLES WILLIAMS, JR., AND MARY A. WILLIAMS, HIS WIFE	:	(In Equity)

No. 16554.

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 Ray Charles Williams, Jr., and Mary A. Williams, his wife to Baltimore Federal Savings and Loan Association, dated September 25th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1154 folio 238.

Walter S. Calwell
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Md. 21202

Le 9-6841

FILED
1964 AUG 26 AM 9:09

VA Form VB4-6318 (Home Loan) Aug. 1958. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

BOOK 157 PAGE 305

LIBER 1154 PAGE 238

MARYLAND

No. 16,554 Equity

MORTGAGE

THIS MORTGAGE, made this 25th day of September, A. D. 1957, by and between RAY CHARLES WILLIAMS, JR. and MARY A. WILLIAMS, his wife,

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

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of FOURTEEN THOUSAND SIX HUNDRED Dollars ($14,600.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½%) per annum until paid, principal and interest being payable at the office of the said Mortgagee, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Seventy-three and 98/100ths Dollars ($73.98), commencing on the first day of November, 1957, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on ~~the first day of~~ September 24, 1987 ~~xxx~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 5, Block F, as laid out and shown on plat entitled, "Blossom Hills, Section 1 Amended and Section 2" dated May 1955, by James D. Hicks and Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 28 folio 37.

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 Old Orems Building and Development Corporation to the herein named Mortgagors.

FILED

1964 AUG 26 AM 9:09

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

16—49890-6

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

Washer - - - - - - $140.00
Dryer - - - - - - $135.00
Refrigerator - - - $200.00

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty - - - - - Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

Witness:

John R. Holland, Jr.
JOHN R. HOLLAND, JR.

Ray Charles Williams, Jr. [SEAL]
Ray Charles Williams, Jr.

[SEAL]

Mary A. Williams [SEAL]
Mary A. Williams

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: LIBER 1154 PAGE 242

I HEREBY CERTIFY, That on this 25th day of September, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Ray Charles Williams, Jr. and Mary A. Williams, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their respective act.

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

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

John R. Holland, Jr.
Notary Public.
JOHN R. HOLLAND, JR.

45672
Written GSP
Approved by
Ready for Record
Examiner

Rec'd for record Sept. 26 1957 at 2:25 P.M.
Mailed to The Colonial Title Guarantee Co.

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

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
RAY CHARLES WILLIAMS, JR,
AND
MARY A. WILLIAMS, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

2245-15576

WALTER S. CALWELL, Attorney Named in Mortgage	:	
VS.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
RAY CHARLES WILLIAMS, JR., AND MARY A. WILLIAMS, HIS WIFE	:	(In Equity) No. 16,554

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 21st day of August 19 64 before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

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

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

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

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

CLARA M. LINK NOTARY PUBLIC ANNE ARUNDEL CO.

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 AUG 26 AM 9:09

WALTER S. CALWELL, Attorney Named in Mortgage	IN THE CIRCUIT COURT
VS.	FOR
RAY CHARLES WILLIAMS, JR., & MARY A. WILLIAMS, HIS WIFE:	ANNE ARUNDEL COUNTY
	In Equity - No. 16,554

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from Ray Charles Williams, Jr., and Mary A. Williams, his wife

to Baltimore Federal Savings and Loan Association

dated the 25th day of September ~~XXXX~~ 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No 1154 Folio 238

Amount of Mortgage	$14,600.00
Less - amount paid on principal	1,711.50
	12,888.50
Plus - interest to 8/14/64	264.19
	13,152.69
Less - balance in expense account	26.07
	13,126.62

12,888.50
26.07
64.43

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 21st day of August 19 64 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link, Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

FILED
1964 AUG 26 AM 9:09

9 16,554 Equity

Mortgagee and Attorney's Bond.

1-369

BOOK 157 PAGE 311

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOND NO: 0466-0370-1912-64

BOOK 12 PAGE 527

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore, Maryland 21202 as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New-York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of THIRTEEN THOUSAND TWO HUNDRED AND NO/100 - - - - ($13,200.00) - - - - - - - - - - - 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 17th day of September 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 Ray Charles Williams Jr. and Mary A. Williams, his wife to the Baltimore Federal Savings and Loan Association bearing date the 25th day of September nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1154, Folio 238, ~~and~~

Lot 5, Block F, Blossom Hills, 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. Lirik

~~Attest~~:
Witness as to Surety:
J. McDuffie
J. McDuffie

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

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols
R. H. Nichols, Attorney-in-fact.

FILED
1964 SEP 21 PM 12:07

Bond approved this 21 day of Sept, 1964
Louis N. Phipps, Clerk

CALLAHAN AND CA[illegible]LL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Ray Charles Williams, Jr., and Mary A. Williams, his wife to Baltimore Federal Savings and Loan Association, dated September 25th, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1154 folio 239 (default having occurred [illegible] under) the undersigned, [illegible] will sell at Public [illegible] on the premises on

TUES., SEPT. 22nd, 1964 AT 3:30 P.M. (EDT)

all that fee simple lot of ground situate and lying in the 3rd Election District of Anne Arundel County, at Blossom Hills, near Mountain Road at Jacobsville, Lake Shore area, and described as follows:—

BEING known and designated as Lot No. 5, Block F, as laid out and shown on plat entitled, "Blossom Hills, Section 1 Amended and Section 2" dated May 1955, by James D. Hicks and Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 28 folio 37. The improvements whereon are now known as No. 106 Virginia Avenue.

No. 9

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 detached frame bungalow, containing 5 rooms (3 bedrooms) 1 bath, utility room and built in garage, forced warm air gas fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage

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

S-17

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 312

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 19, 1964

We hereby certify, that the annexed Attorney's Sale Ray Charles Williams, Jr.

was published in

Maryland Gazette

FILED 1964 SEP 21 PM 3:11

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 22nd day of September, 1964. The first insertion being made the 3rd day of September, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 157 PAGE 313

WALTER S. CALWELL,' Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
RAY CHARLES WILLIAMS, JR., AND MARY A. WILLIAMS, HIS WIFE	:	Equity No.16,554

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 22nd day of September, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared EUGENE K. REILLY 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 Eugene K. Reilly
Purchaser
EUGENE K. REILLY Vice President

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Notary Public

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1964 SEP 28 AM 9:38

10

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.		ANNE ARUNDEL COUNTY
	:	
RAY CHARLES WILLIAMS, JR., AND MARY A. WILLIAMS, HIS WIFE	:	(In Equity) No. 16,554
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated September 25th, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1154 folio 238 from said Ray Charles Williams, Jr., and Mary A. Williams, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County ~~for more than three successive weeks preceding the day of sale~~ Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 22nd day of September, 1964 at 3.30 attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 5, Block F, as laid out and shown on Plat entitled "Blossom Hills, Section 1 Amended and Section 2", dated May 1955, by James D. Hicks and Associates, Registered Surveyors, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 37, the improvements whereon are now known as No. 106 Virginia Avenue; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

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1964 SEP 28 AM 9:38

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Ray Charles Williams, Jr., and Mary A. Williams, his wife to Baltimore Federal Savings and Loan Association, dated September 25th, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1154 folio 238 (default having occurred thereunder), the undersigned, Attorney, will sell at Public Auction on the premises on

TUES., SEPT. 22nd, 1964 AT 3:30 P.M. (EDT)

all that fee simple lot of ground situate and lying in the 3rd Election District of Anne Arundel County, at Blossom Hills, near Mountain Road at Jacobsville, Lake Shore area, and described as follows:—

BEING known and designated as Lot No. 5, Block F, as laid out and shown on plat entitled, "Blossom Hills, Section 1 Amended and Section 2" dated May 1955, by James D. Hicks and Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 28 folio 37. The improvements whereon are now known as No. 106 Virginia 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 detached frame bungalow, containing 5 rooms (3 bedrooms) 1 bath, utility room and built in garage, forced warm air gas fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage

E. T. NEWELL & CO., INC.,
Auctioneer S-17

BOOK 157 PAGE 315

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 in fee simple to Baltimore Federal wavings and Loan Association, at and for the sum of Twelve Thousand three Hundred ($12,300.00) Dollars, said purchaser being then and there the highest bidder.

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 24th day of September, 1964 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link, Notary Public

CLARA M. LINK
NOTARY PUBLIC
BALTIMORE, MD.

ORDER NISI

WALTER S CALWELL, Attorney Named in Mortgage

versus

~~RAY CHARLES WILLIAMS, JR. AND~~ MARY A. WILLIAMS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,554 Equity

Ordered, this 28th day of September, 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 2nd 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 2nd day of November next.

The report states that the amount of sale was $ 12,300.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty.
(Final Order)

For the Maryland Gazette (Oct. 1st Edition)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

RAY CHARLES WILLIAMS, JR. AND MARY A. WILLIAMS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of November, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett
JUDGE.

FILED

1964 NOV -5 AM 11:59

13

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.		ANNE ARUNDEL COUNTY
RAY CHARLES WILLIAMS, JR., AND MARY A. WILLIAMS, HIS WIFE	:	In Equity - No. 16,554

PETITION TO SUBSTITUTE A PURCHASER

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Petition of Walter S. Calwell, Attorney Named in the Mortgage, respectfully represents unto your Honor:

That your Petitioner, by his Report of Sale filed in these proceedings sold certain fee simple property situated in Anne Arundel County, known as No. 106 Virginia Avenue and described in these proceedings to Baltimore Federal Savings and Loan Association.

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

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

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

ASSENT

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

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

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION,

BY Eugene K. Reilly
EUGENE K. REILLY Vice President

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1964 SEP 28 AM 9:39

14

ORDER

UPON the aforegoing Petition and Assent, it is hereby this 30th day of Septmeber 1964

ORDERED by the Circuit Court for Anne Arundel County (In Equity) that J. S. Gleason, Jr., Administrator of Veterans' Affairs be and he is hereby substituted as purchaser of the property mentioned in these proceedings, known as No. 106 Virginia Avenue, Anne Arundel County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

D. Brom Duckett

FILED
1964 OCT -1 PM 1:01

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,554 Equity

WALTER S. CALWELL, attorney Named in Mortgage
versus
RAY CHARLES WILLIAMS, JR. and MARY A. WILLIAMS, His wife

Ordered, this 28th day of September, 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 2nd 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 2nd day of November next.

The report states that the amount of sale was $12,300.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk
O-22

FILED
1964 OCT 23 PM 1:58
No. M. G. 9445

16

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 319

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 23, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,554
Ray Charles Williams, Jr

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Hightman

In the Case of

WALTER S. CALWELL,
ATTORNEY NAMED IN MORTGAGE

VS.

RAY CHARLES WILLIAMS, JR. AND
MARY A. WILLIAMS, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,554 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 17 PM 12: 12

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 3rd day of December, 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 DEC -3 PM 2: 39

17

18

Dr. Mortgaged Real Estate of Ray Charles Williams, Jr. and Mary A. Williams, his wife

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

						Cr.	
By	Amount of Sale as per Attorney's Report of Sale filed			12,300	00		
By	Interest 6% on deferred payment, $11800.00 from 9/22/64 to 11/6/64			90	20		
By	Adjustment taxes from 9/22/64 to 12/31/64			66	52		
						12,456	72
To	Attorney for fee, viz	50	00				
To	Attorney for commission, viz	399	00				
				449	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	31	25				
	Auditor, this account	22	50				
				63	75		
To	Attorney for expenses, viz						
	Capital-Gazette Press Advertising & Nisi - Sale	76	68				
	New Amsterdam Casualty Co., bond	53	00				
	E. T. Newell & Co., Inc. auctioneer's fee	35	00				
	Notary fee	1	25				
				165	93		
To	Baltimore Federal Savings & Loan Assoc., Mortgagee, on account of mortgage claim	11,778	04				
				11,778	04		
						12,456	72
	Balance due on mortgage, as per claim filed	13,126	62				
	Interest 4½% on principal balance, $12,862.43 from 8/15/64 to 12/2/64	168	80				
		13,295	42				
	Credit amount allowed above	11,778	04				
	This amount subject to decree in personam	1,517	38				

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WILLIAM ROGERS THOMPSON AND BEVERLY ANN THOMPSON, HIS WIFE	:	(In Equity)

No. 16,556.

Mr. Clerk:

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

1. Original Mortgage from William Rogers Thompson and Beverly Ann Thompson, his wife to Baltimore Federal Savings and Loan Association, dated February 3rd, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1455 folio 171.

Walter S. Calwell
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Md. 21202

Le 9-6841

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1964 AUG 26 AM 9:08

BOOK 157 PAGE 323

City and County Form.

BOOK 1455 PAGE 171

No. 16,556 Equity

17318

This Mortgage, Made this 3rd day of February, in the year one thousand, nine hundred and sixty-one, between WILLIAM ROGERS THOMPSON and BEVERLY ANN THOMPSON, his wife of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of TEN THOUSAND FIVE HUNDRED AND 00/100ths ($10,500.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of Five and one-half (5½%) per cent per annum in the manner following:

By the payment of FIFTY-NINE AND 62/100ths ($59.62) Dollars, commencing on the first day of March, 1961, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 10, in Block B, as laid out and shown on a Plat entitled, "Second Revised Plat, Bodkins Plains", dated February, 1953, by James D. Hicks, Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12.

BEING thesame lot of ground which by Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Baltimore Federal Savings and Loan Association unto the within named Mortgagors.

PLAINTIFF'S EXHIBIT "A"

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1964 AUG 26 AM 9:08

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Ninety ($90.00) Dollars, payable in equal semi-annual installments on the 9th days of February and August in each and every year.

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

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

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

thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment; (11) that it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums on the first day of each month, as part of the regular monthly payment, by payment of a sum equal to one-twelfth (1/12) of such annual mortgage guaranty insurance premium in acordance with the provisions of (1) of the aforegoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor hereby agrees to repay the Mortgagee for such amount so advanced by the Mortgagee for such single premium.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of $125.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

WITNESS:

ROBERT F. VAVRINA

William Rogers Thompson (SEAL)
William Rogers Thompson

(SEAL)

Beverly Ann Thompson (SEAL)
Beverly Ann Thompson

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 3rd day of February, 1961, before me, a Notary Public of said State, personally appeared WILLIAM ROGERS THOMPSON and BEVERLY ANN THOMPSON, his wife

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that they executed the same for the purposes therein contained.

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

AS WITNESS my hand and Notarial Seal.

ROBERT F. VAVRINA Notary Public

ROBERT F. VAVRINA NOTARY PUBLIC BALTIMORE CO., MD.

My commission expires 5-1-61

Rec'd for record Feb. 8, 1961 at 10:24 A.M.
Mailed to Callahan & Calwell

155-1370

BOOK 157 PAGE 326

WALTER S. CALWELL, Attorney Named in Mortgage	:	
VS.	:	IN THE CIRCUIT COURT
	:	FOR
WILLIAM ROGERS THOMPSON AND BEVERLY ANN THOMPSON, HIS WIFE		ANNE ARUNDEL COUNTY
	:	(In Equity)

NON-MILITARY SERVICE AFFIDAVIT No. 16,556

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 21st day of August 1964 before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

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

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

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

(4) Said Defendant(s) arenot a member(s) of the Enlisted Reserve Corps who havebeen 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 AUG 26 AM 9:08

5

WALTER S. CALWELL, Attorney Named in Mortgage	IN THE CIRCUIT COURT
VS.	FOR
WILLIAM ROGERS THOMPSON AND BEVERLY ANN THOMPSON, HIS WIFE	ANNE ARUNDEL COUNTY
	In Equity - No. 16,556.

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from William Rogers Thompson and Beverly Ann Thompson, his wife

to Baltimore Federal Savings and Loan Association

dated the 3rd day of February 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No 1455 Folio 171

Amount of Mortgage	$10,500.00
Less - amount paid on principal	304.22
	10,195.78
Plus - interest to 8/10/64	202.52
	10,398.30
Plus - overdraft in expense account	1.76
	10,400.06

10,196.78
1.76
10,197.54

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 21st day of August 1964 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link, Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

FILED
1964 AUG 26 AM 9:08

7 16,556 Equity

Mortgagee and Attorney's Bond. 1-369

BOOK 157 PAGE 328

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOOK 12 PAGE 525

BOND NO: 0466-0370-1913-64

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore, Maryland 21202 as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New-York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of 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 17th day of September in the year nineteen hundred and sixty-four

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from William Rogers Thompson and Beverly Ann Thompson, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 3rd day of February nineteen hundred and sixty-one and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1455, Folio 171, ~~and~~ xxx

Lot 10, Block B, Bodkins Plains - Anne Arundel County, Maryland

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Lick

~~Amxxx~~

Witness as to Surety:

J. McDuffie

J. McDuffie

Bond approved this 21 day of Sept., 1964

Louis N. Phipps, Clerk

Walter S. Calwell (Seal)

Walter S. Calwell (Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols

R. H. Nichols, Attorney-in-fact

FILED
1964 SEP 21 PM 12:06

7

CALLAHAN AND CA[illegible]ELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from William Rogers Thompson and Beverly Ann Thompson, his wife to Baltimore Federal Savings and Loan Association, dated February 3rd, 1961 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1455 folio 171 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

THURS., SEPT. 22nd, 1964 AT 3:40 P.M. (EDT)

all that leasehold lot of ground situate and lying in 3rd Election District of Anne Arundel County, near Mountain Road, Pasadena Section, and described as follows:—

BEING known and designated as Lot No. 10, in Block B, as laid out and shown on a Plat entitled, "Second Revised Plat, Bodkins Plains", dated February, 1953, by James D. Hicks, Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, situate on the westerly side of Lockwood Road south of Lake Avenue.

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

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

The improvements consist of a modern one story frame dwelling, containing 5 rooms, 1 bath.

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

WALTER S. CALWELL
Attorney Named in Mortgage

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

S-17

1964 SEP 21 PM 3: 11

No. [illegible]

16 556

BOOK 157 PAGE 329

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 19, 1964

We hereby certify, that the annexed

Attorney's Sale

William Rogers Thompson

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 September, 1964. The first insertion being made the 3rd day of September, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WILLIAM ROGERS THOMPSON AND BEVERLY ANN THOMPSON, HIS WIFE	:	Equity No. 16,556

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 22nd day of September, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared EUGENE K. REILLY 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

FILED 1964 SEP 28 AM 9:39

by Eugene K. Reilly
Purchaser
EUGENE K. REILLY Vice President

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Notary Public

9

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
WILLIAM ROGERS THOMPSON AND BEVERLY ANN THOMPSON, HIS WIFE	:	(In Equity) No.16,556
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated February 3rd, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1455 folio 171 from said William Rogers Thompson and Beverly Ann Thompson, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County [illegible] sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 22nd day of September, 1964 at 3.40 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. 10, in Block B, as laid out and shown on a Plat entitled "Second Revised Plat, Bodkins Plains", dated February, 1953, by James D. Hicks, Surveyor, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12,; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

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1964 SEP 28 AM 9:39

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

Attorney's Sale OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from William Rogers Thompson and Beverly Ann Thompson, his wife to Baltimore Federal Savings and Loan Association, dated February 3rd, 1961 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1455 folio 171 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY ~~THURSDAY~~ SEPT. 22nd, 1964 AT 3:40 P.M. (EDT)

all that leasehold lot of ground situate and lying in 3rd Election District of Anne Arundel County, near Mountain Road, Pasadena Section, and described as follows:—

BEING known and designated as Lot No. 10, in Block B, as laid out and shown on a Plat entitled, "Second Revised Plat, Bodkins Plains", dated February, 1953, by James D. Hicks, Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12, situate on the westerly side of Lockwood Road south of Lake Avenue.

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

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

The improvements consist of a modern one story frame dwelling, containing 5 rooms, 1 bath.

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

WALTER S. CALWELL
Attorney Named in Mortgage

E. T. NEWELL & CO., INC.,
Auctioneer S-17

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 purchased by Baltimore Federal Savings and Loan Association, at and for the sum of Ninety-five Hundred ($9500.00) Dollars, subject to the payment of an annual ground rent of $90.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 22nd day of September, 1964 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link, Notary Public

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10

ORDER NISI

BOOK 157 PAGE 333

WALTER S. CALWELL, Attorney Named in Mortgage

versus

WILLIAM ROGERS THOMPSON AND BEVERLY ANN THOMPSON, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,556 Equity

Ordered, this 28th day of September, 19 , 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 2nd 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 2nd day of November next.

The report states that the amount of sale was $ 9500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty. For the Maryland Gazette (Oct 1st Edition)

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

WILLIAM ROGERS THOMPSON AND BEVERLY ANN THOMPSON, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of November, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bowie Duckett

JUDGE.

FILED

1964 NOV -5 AM 11:58

12

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,556 Equity

WALTER S. CALWELL, Attorney Named in Mortgage
versus
WILLIAM ROGERS THOMPSON and
BEVERLY ANN THOMPSON, his wife

Ordered, this 28th day of September, 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 2nd 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 2nd day of November next.

The report states that the amount of sale was $9500.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk
O-22

FILED

1964 OCT 23 PM 1:58

13 No. M.C. 9443

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 334

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 23, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,556
William Rogers Thompson

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

WALTER S. CALWELL,
ATTORNEY NAMED IN MORTGAGE

VS.

WILLIAM ROGERS THOMPSON AND
BEVERLY ANN THOMPSON

In the

Circuit Court

For

Anne Arundel County

No. 16,556 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 17 PM 12: 12

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 3 day of December, 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 DEC -3 PM 2: 39

15

Dr. Mortgaged Real Estate of William Rogers Thompson and Beverly Ann Thompson, his wife

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

						Cr.	
By	Amount of Sale, as per Attorney's Report of Sale filed			9,500	00		
By	Interest 6% on deferred payment, $9000.00 from 9/22/64 to 11/6/64			69	66		
By	Adjustment taxes from 9/22/64 to 12/31/64			48	88		
						9,618	54
To	Attorney for fee, viz	125	00				
To	Attorney for commission, viz	315	00				
				440	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	22	50				
				60	50		
To	Attorney for expenses, viz						
	Capital-Gazette Press						
	Advertising & Nisi - Sale	80	64				
	New Amstersdam Casualty Co. - bond	42	00				
	E. T. Newell & Co., Inc. auctioneer's fee	25	00				
	Notary fees	1	50				
	Adjustment ground rent from 8/9/64 to 9/22/64	10	75				
				159	89		
To	Baltimore Federal Savings & Loan Assoc., Mortgagee, on account of Mortgage claim	8,958	15				
				8,958	15		
						9,618	54
	Balance due on Mortgage as per calim filed	10,400	06				
	Interest 5½% on principal balance $10,197.54 from 8/11/64 to 12/2/64	171	38				
		10,571	44				
	Credit amount allowed above	8,958	15				
	This amount subject to decree in personam	1,613	29				

BOOK 157 PAGE 337

OWEN ALLEN BUCK, guardian of ALLEN COURTNEY BUCK, infant 7913 Wynnwood Drive Clinton Park Prince George's County, Maryland	:	NO. 16,609 EQUITY
GERTRUDE C. WELCH Bristol, Maryland	:	IN THE
RUTH W. BUCK and LEWIS A. G. BUCK, her husband 4211 Main Street Upper Marlboro, Maryland	:	
MARY W. PARKS 19 East Centre Street Baltimore, Maryland	:	CIRCUIT COURT
WILLIAM S. WELCH, Jr., and DORTHA M. WELCH, his wife School Lane Upper Marlboro, Maryland	:	
MARGARET W. VERMILLION and CAYWOOD G. VERMILLION, her husband 7606 Gateway Boulevard District Heights, Maryland	:	FOR
VS.	:	
ALLEN COURTNEY BUCK, infant c/o OWEN ALLEN BUCK, his father and legal guardian 7913 Wynnwood Drive Clinton Park Prince George's County, Maryland	:	ANNE ARUNDEL COUNTY

: : : : : : : : : :

PETITION FOR SALE OF INFANT'S INTEREST IN REAL ESTATE, AND FOR APPOINTMENT OF TRUSTEE TO CONVEY SAME

TO THE HONORABLE, THE JUDGES OF SAID COURT:

PETITIONERS, complaining, say:

FIRST: By order passed by the Circuit Court for Prince George's County,

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1964 SEP 22 PM 2:58

LBERT J. GOODMAN
ATTORNEY AT LAW
NNAPOLIS, MARYLAND

Maryland, on the sixth day of December, 1963, in a cause entitled "In re: Allen Courtney Buck, Minor," Guardianship Equity No. C-2402, petitioner Owen Allen Buck, father of the infant defendant, Allen Courtney Buck, was duly appointed guardian of the person and property of said infant defendant, and has since qualified and is now acting as such guardian. Said defendant, who was born February 8, 1955, is now nine years of age.

SECOND: Said infant defendant's grandfather, William S. Welch, Sr., late of Anne Arundel County, Maryland, departed this life intestate on October 9, 1962, seized and possessed of a farm located in the Eighth Election District of Anne Arundel County, Maryland, consisting of 47.06 acres of land, more or less (according to a survey made in May, 1964), improved by a three-story, frame dwelling; a one-story, frame dwelling; and two barns. The estate of the said William S. Welch, Sr., was duly administered in the Orphans' Court for Anne Arundel County; and the real estate inventory filed therein set forth an appraised value of $22,000.00 for said real estate.

THIRD: Surviving the said William S. Welch, Sr., as his heirs at law, were his widow, petitioner Gertrude C. Welch; his daughter, petitioner Ruth W. Buck, who is married to petitioner Lewis A. G. Buck; his daughter, petitioner Mary W. Parks, divorced; his son, petitioner William S. Welch, Jr., who is married to petitioner Dortha M. Welch; his daughter, petitioner Margaret W. Vermillion, who is married to petitioner Caywood G. Vermillion; and a daughter, Anne W. Buck, now deceased.

FOURTH: Said Anne W. Buck, late of Anne Arundel County, Maryland, departed this life intestate on October 24, 1963, still seized of the 2/15 undivided interest in the aforementioned real estate, which she had inherited from her late father as aforesaid, and leaving surviving her, as her only heir at law her son, the infant defendant, Allen Courtney Buck. The estate of the said Anne W. Buck was duly administered in the Orphans' Court for Anne Arundel County, and the real estate inventory filed therein set forth an appraised value of $2,933.33 for said 2/15 undivided interest in

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

2

said real estate.

FIFTH: Said property, and particularly the infant defendant's undivided interest therein, has not been, and is not likely to become, productive of any adequate or substantial income to said infant; wherefore, it is to the advantage of the infant defendant that said property be sold for a reasonable price.

SIXTH: Petitioners Ruth W. Buck (who now owns an undivided 2/15 interest in said property, which she inherited from her late father as aforesaid) and Lewis A. G. Buck, her husband, have offered to purchase the remaining interests in said property, including said infant defendant's interest, for the sum of $26,000.00 (representing a total price of $30,000.00 for all interests therein), of which the infant defendant's share would be $4,000.00. Said offer is in the form of a written contract which is acceptable to, and has been duly executed by, all of the petitioners herein. A copy of said contract, marked "Petitioners' Exhibit A," is filed herewith and prayed to be taken as part hereof.

SEVENTH: The said Allen Courtney Buck, being an infant, cannot convey his interest in said property; and it is necessary that a trustee be appointed by decree of this Honorable Court to execute a deed on his behalf in accordance with Article 16, Section 51, of the Annotated Code of Maryland, 1957 Edition, and Maryland Rule R 71.

EIGHTH: That the total purchase price for said farm, to wit, $30,000.00, is fair and reasonable; and it is to the benefit, interest, and advantage of the infant defendant to sell said real estate as set forth in the aforementioned contract and to direct that the infant's share of the proceeds thereof be paid to petitioner Owen Allen Buck as legal guardian of the person and property of said infant.

WHEREFORE, your petitioners pray:

A. THAT this Honorable Court approve the sale of said real estate in accordance with said contract and appoint a trustee to execute a deed conveying the estate and interest of the said Allen Courtney Buck, infant, in the property herein described to the

LBERT J. GOODMAN
ATTORNEY AT LAW
NNAPOLIS, MARYLAND

purchasers mentioned in said contract of sale.

B. THAT the infant defendant's share of the proceeds of such sale be paid over to his said guardian.

C. AND for such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS to grant unto your petitioners the writ of subpoena directed to the said Allen Courtney Buck, infant, with copies of process to be served upon said infant and, as well, upon his guardian, Owen Allen Buck, both of whom reside at 7913 Wynnwood Drive, Clinton Park, Prince George's County, Maryland.

Owen Allen Buck
Owen Allen Buck, Guardian of
Allen Courtney Buck, infant

Gertrude C. Welch
Gertrude C. Welch

Ruth W. Buck
Ruth W. Buck

Lewis A. G. Buck
Lewis A. G. Buck

Mary W. Parks
Mary W. Parks

William S. Welch Jr.
William S. Welch, Jr.

Dortha M. Welch
Dortha M. Welch

Margaret W. Vermillion
Margaret W. Vermillion

Caywood G. Vermillion
Caywood G. Vermillion

Petitioners

GOODMAN & BLOOM

By Albert J. Goodman
Solicitor for Petitioners

Albert J. Goodman
156 South Street
Annapolis, Maryland
263-2400

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

BUCK V. BUCK

CONTRACT OF SALE—Form 19.

PETITIONERS EXHIBIT A

No. 16,609 Equity

BOOK 157 PAGE 341

THIS AGREEMENT, Made this 21st day of September, nineteen hundred and sixty-four, between ALLEN COURTNEY BUCK, infant, by OWEN ALLEN BUCK, his guardian; GERTRUDE C. WELCH; MARY W. PARKS; WILLIAM S. WELCH, Jr., and DORTHA M. WELCH, his wife; and MARGARET W. VERMILLION and CAYWOOD G. VERMILLION, her husband,

of the first part, VENDORS; and RUTH W. BUCK and LEWIS A. G. BUCK, her husband,

of the second part, VENDEES.

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, ~~the following~~ all of the vendors' right, title, and interest (the same being an undivided 13/15 interest) in and to ~~described property, situate and lying in~~ the following-described property situate, lying, and being in the Eighth Election District of Anne Arundel County, Maryland: Beginning for the same at a stone found by a dead cedar tree, said stone marks the same beginning point described in the Surveyor's Certificate of the Dower, containing 55 acres, more or less, and recorded among the Equity Records of Anne Arundel County in Equity Old Series No. 448, Thomas I. Hall, et al., vs. Thomas O. Welch, et al.; thence from the place of beginning so fixed and running with the outlines, as now surveyed, of said 55-acre tract south 02 degrees 03 minutes 10 seconds west 713.63 feet to a pipe set; thence with part of the second, or south 27 degree 30 minute west 55 perch line of said Dower, south 32 degrees 03 minutes 10 seconds west 565.52 feet to a pipe set in the north right of way line of Maryland Route No. 416, as shown on State Roads Commission Plat No. 19846, said (continued on reverse side hereof*)

At and for the price of TWENTY-SIX THOUSAND ($26,000.00)---------- Dollars,

of which FIVE HUNDRED ($500.00)---------- Dollars,

have been paid prior to the signing hereof and the balance to be paid as follows: FIFTEEN THOUSAND FIVE HUNDRED ($15,500.00) DOLLARS in cash at the time of settlement, which cash, together with ~~have been paid prior to the signing hereof and the balance to be paid as follows~~ said deposit, shall be divided as follows: One-fourth to ALLEN COURTNEY BUCK; one-fourth to MARY W. PARKS; one-fourth to WILLIAM S. WELCH, Jr., and DORTHA M. WELCH, his wife; and one fourth to MARGARET W. VERMILLION and CAYWOOD G. VERMILLION, her husband. The said GERTRUDE C. WELCH agrees to accept a promissory note in the amount of TEN THOUSAND DOLLARS ($10.000.00) for her interest.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, and other public charges to be apportioned to the date of settlement, which shall be within thirty (30) days after the approval of this sale by the Circuit Court for Anne Arundel County. ~~to be paid or allowed for by the Vendor to~~ ~~nineteen hundred and~~

1964 NOV 16 PM 3:54 FILED

Time is the essence of this contract.

Witness our hands and seals.

~~Test~~:

Ruth W. Buck (SEAL)
Ruth W. Buck

Lewis A. G. Buck (SEAL)
Lewis A. G. Buck

Vendees

WITNESS:

William S. Welch Jr.

Examiner's Exhibit No 4
Buck, et al v. Buck
Equity No. 16,609
John J. Rowe L. Exam.

FILED
1964 SEP 22 PM 2:58

Allen Courtney Buck, infant
By Owen Allen Buck (SEAL)
Owen Allen Buck, his guardian

Gertrude C. Welch (SEAL)
Gertrude C. Welch

Mary W. Parks [SEAL]
Mary W. Parks

William S. Welch Jr. [SEAL]
William S. Welch, Jr.

Dortha M. Welch [SEAL]
Dortha M. Welch

Margaret W. Vermillion [SEAL]
Margaret W. Vermillion

Caywood G. Vermillion (SEAL)
Caywood G. Vermillion

Vendors

point being located 116 feet northerly at right angles from Station 19 plus 37.36 of the base line of right of way, as shown on said plat; thence leaving the outline and running with said right of way line north 80 degrees 26 minutes 30 seconds west 50.78 feet to a pipe set at the southeast corner of the conveyance from William S. Welch and wife to Henry S. Crandell and wife by deed dated August 25, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1502, folio 446, said pipe being located 116 feet northerly at right angles from Station 18 plus 86.58 of the base line of right of way aforesaid; thence leaving the right of way line and running with the lines of the conveyance to Crandell, with meridian corrected and as now surveyed, north 28 degrees 42 minutes 54 seconds east 65 feet; thence north 35 degrees 10 minutes east 198.65 feet to an iron bar found; thence north 76 degrees 54 minutes 50 seconds west 246.20 feet to a pipe found; thence south 18 degrees 06 minutes 24 seconds west 258.25 feet to a bar found; thence still south 18 degrees 06 minutes 24 seconds west 1.36 feet to intersect the north right of way line of Maryland Route No. 416 aforesaid; thence leaving the Crandell lot and running with said right of way line along a regular curve to the left having a radius of 1,526.12 feet, a chord of south 89 degrees 45 minutes 02 seconds west 408.34 feet, for an arc length of 409.57 feet to a pipe set at the intersection formed by said right of way line with the north side of old Maryland Route No. 258; thence leaving said Route No. 416 and running with the north side of Route No. 258, north 72 degrees 31 minutes west 268.74 feet; thence north 68 degrees 43 minutes 30 seconds west 617.25 feet to a pipe found at the southeast corner of the conveyance from William S. Welch and wife to Addison Owens and wife by deed dated November 8, 1954, and recorded among said Land Records in Liber J.H.H. No. 877, folio 553, said pipe being located south 68 degrees 43 minutes 30 seconds east 48.64 feet from a pipe found at the southwest corner of said conveyance; thence leaving Route No. 258 and running with the outlines of said conveyance to Owens, with meridian corrected and as now surveyed, north 11 degrees 51 minutes 54 seconds east 197.46 feet to a pipe set; thence with the north line of said conveyance to Owens and with the north line of another conveyance from William S. Welch and wife to Addison Owens and wife by deed dated February 29, 1952, and recorded among said Land Records in Liber J.H.H. No. 669, folio 103, south 83 degrees 21 minutes west 243.71 feet to a pipe set in the east right of way line of Maryland Route No. 259 (Greenock to Bristol Road) as shown on the State Roads Commission Plat No. 1178; thence leaving the Owens lot and running with the east right of way line of Maryland Route No. 259 the following fourteen courses and distances: north 06 degrees 40 minutes 47 seconds east 21.45 feet; thence north 01 degree 41 minutes 48 seconds west 46.27 feet; thence north 0 degrees 15 minutes 25 seconds west 12.04 feet; thence north 08 degrees 35 minutes 28 seconds east 42.11 feet; thence north 14 degrees 42 minutes 34 seconds east 101.61 feet; thence north 04 degrees 30 minutes 21 seconds east 75 feet; thence north 19 degrees 14 minutes 38 seconds west 54.63 feet; thence north 07 degrees 32 minutes 18 seconds east 73.21 feet; thence north 05 degrees 01 minute 24 seconds east 80.66 feet; thence*

CONTRACT OF SALE

BETWEEN

AND

THE DAILY RECORD CO., BALTIMORE, MD.

*north 03 degrees 29 minutes 23 seconds east 19.39 feet; thence north 06 degrees 58 minutes 59 seconds east 98.66 feet; thence north 11 degrees 30 minutes 47 seconds east 100.05 feet; thence north 18 degrees 25 minutes 22 seconds east 106.81 feet; and thence north 20 degrees 54 minutes 51 seconds east 77.15 feet to a pipe set at the intersection formed by the said right of way line with the south 77 3/4 degree east 59 1/2 perch line of the Dower, containing 55 acres, as above mentioned; thence leaving Route No. 258 and running with part of said 59 1/2 perch line and with a line of fence and a hedge row south 73 degrees 06 minutes 40 seconds east 905.89 feet to a large dead tree at a bend in said fence and at the head of a stream; thence still with the outlines of the Dower, as now surveyed, north 75 degrees 07 minutes 10 seconds east 853.46 feet to a granite stone found in a fence line; thence still with said outlines and with a fence line, south 47 degrees 11 minutes 50 seconds east 229.21 feet to the place of beginning, containing 47.06 acres, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in May, 1964. Being part of the property devised to William O. Welch, for life with remainder over to William S. Welch by Item No. 6 of the Last Will and Testament of Enoch O. Welch dated June 1, 1912, and recorded in the office of the Register of Wills for Anne Arundel County in Will Book O.B.D. No. 1, folio 17, the said William S. Welch, who survived the said William O. Welch, having died October 9, 1962, leaving the said Gertrude S. Welch, Mary W. Pa[illegible], William S. Welch, Jr., Margaret W. Vermillion, and [illegible]th W. Buck, and Anne W. Buck as [illegible] heirs, and the said Anne W. Buck having since died, leaving said Allen Courtney Buck as her sole heir.

BOOK 157 PAGE 343

OWEN ALLEN BUCK, etc., et al.	:	NO. 16,609 EQUITY
VS.	:	IN THE CIRCUIT COURT FOR
ALLEN COURTNEY BUCK, infant	:	ANNE ARUNDEL COUNTY

: : : : :

PETITION TO APPOINT GUARDIAN AD LITEM
AND ORDER OF COURT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Owen Allen Buck, Guardian of Allen Courtney Buck, infant, one of the petitioners in the above-entitled cause, respectfully represents unto Your Honors:

That the said Allen Courtney Buck, infant defendant in said cause, has been duly summoned but, being an infant, cannot answer and defend this suit.

WHEREFORE, your petitioner prays that a guardian ad litem be appointed to appear and answer for said infant and suggests that Ernest Florestano, who has no interest whatever in this suit, be appointed guardian ad litem.

AND AS IN DUTY BOUND, etc.

GOODMAN & BLOOM

By Albert J. Goodman
Albert J. Goodman
Solicitor for Petitioner

ORDER

Upon the foregoing petition, it is this 23rd day of October, 1964, by the Circuit Court for Anne Arundel County, in Equity, ordered that

FILED
1964 OCT 22 PM 12: 10

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Ernest F. Lorenzini be, and he is hereby, appointed guardian ad litem for Allen Courtney Buck, the infant defendant in these proceedings; and he is hereby directed to appear and file his answer in said infant's behalf.

O. Bruce Duckett
Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1964 OCT 23 AM 10: 54

8

OWEN ALLEN BUCK, etc., et al.	:	NO. 16,609 EQUITY
VS.	:	IN THE CIRCUIT COURT FOR
ALLEN COURTNEY BUCK, infant	:	ANNE ARUNDEL COUNTY

: : : : : : :

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Allen Courtney Buck, infant defendant, to the petition in this cause against him exhibited, by Ernest Florestano, his duly appointed guardian ad litem, respectfully represents unto Your Honors:

That the defendant, being an infant under the age of 21 years, can neither admit nor deny the allegations of said petition and, therefore, submits his rights to the protection of this Honorable Court.

AND AS IN DUTY BOUND, etc.

Ernest Florestano

Ernest Florestano
Courthouse
Annapolis, Maryland
Guardian ad litem

I hereby certify that on this 27th day of October, 1964, I delivered a copy of the foregoing answer to Goodman & Bloom, solicitors for petitioners.

Ernest Florestano
Guardian ad litem

FILED

1964 OCT 27 AM 9:29

OWEN ALLEN BUCK, etc., et al.	:	IN
Petitioners	:	THE CIRCUIT COURT
vs.	:	FOR
ALLEN COURTNEY BUCK, infant	:	ANNE ARUNDEL COUNTY
Respondent	:	NO. 16,609 EQUITY

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

TESTIMONY TAKEN ON BEHALF OF THE PETITIONERS

November 13, 1964

Present:

Mr. Albert J. Goodman, Solicitor for Petitioners

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

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Gertrude C. Welch, pages 2 - 8

Max Schwartz, pages 9 - 10

Owen Allen Buck, pages 11 - 13

FILED
1964 NOV 16 PM 3:31

10

Gertrude C. Welch, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Goodman)

1. What is your full name, please?

A Gertrude C. Welch.

2 Where do you live?

A Bristol, Maryland, Anne Arundel County.

3 What is your occupation?

A Housewife.

4 What was your husband's name?

A William S. Welch, Sr.

5 Is he living?

A No, he died two years, October the 9th, 1962.

6 In what way are you related to Allen Courtney Buck?

A Allen is my grandson.

7 Who was his mother?

A Anne W. Buck, my daughter.

8 With whom is Allen Courtney Buck, your grandson, residing?

A His father, Owen Allen Buck.

9 When and where was Allen Courtney Buck born?

A He was born February the 8th, 1955 in Washington, D. C.

10 What is his present age?

A He will be ten years old on 8th of February.

11 Does Allen Courtney Buck have a duly appointed guardian?

A Yes, he does.

12 And who is his guardian?

A His father, Owen Allen Buck.

13 And/by whom was he appointed guardian?

A Judge Roscoe Parker, Prince George's County.

14 Is this a certified copy of the appointment which I hand you?

A Yes.

(CERTIFIED COPY OF APPOINTMENT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

15 Did your husband own any real estate at the time of his death?

A Yes, he owned a farm, at Bristol, Eighth District, and where we resided.

16 That's including other real estate? Your husband owned, you told me, a home?

A Yes, our home. Our home is not on the farm.

17 The farm that you speak of is in the Eighth Election District of Anne Arundel County?

A That's right.

18 About how many acres are now on that farm?

A 47.06. The State Roads took some off it this year.

19 In what way is this land improved, Mrs. Welch?

A It has two houses and two barns.

20 One house is a three story frame building, is it not?

A Yes.

21 And the other is a one story frame dwelling?

A Yes. The other one is just a small one.

22 And you have two barns?

A Yes.

12

23 What is the condition of these improvements?

A Well, the big house is in very bad shape, in fact, it is not livable. No one has lived in it in ten years. It would take a great deal of repairs to be able to use it. It has no water, heating or anything like that. Then the small house is in fair shape. Colored people are in it, rented to colored people. The one barn is in very good shape and the other barn is about a hundred years old, I guess, and in very poor shape.

24 These buildings then, with the exception of one barn, all need substantial repairs, is that right?

A Yes.

25 Is this land productive of any income?

A Well, at present it hasn't been farmed since my husband's death but before that he did raise tobacco on it, on shares. It was rented at the time.

26 What did raising tobacco on shares require? Supervision?

A Yes, it required supervision and a home for the tenants which we didn't have, and they lived in a trailer because the house wasn't livable, and it also entailed the furnishing of fertilizer and some of the equipment and some of the labor.

27 Could that farm now be profitably operated with just your living in the County?

A No, I think not, because we would have to have a tenant if we could possibly get a tenant, which even he couldn't do the last year he lived. We would have to furnish so much to that tenant to try to make a crop, probably help him till the soil and so on, and then after the expenses of taxes and fertilizer and

13

insurance and so on and all the bills and taking from it what he could make and dividing it between the third to me and five parts to the other children it wouldn't make enought, you couldn't live on it a month.

28 Does that account for your willingness to sell this property?

A Yes, we think it would be much better to sell it. It would be better for everyone.

29 Was the estate of your late husband, William S. Welch, Sr., duly administered?

A It was duly administered.

30 In what County?

A Anne Arundel County.

31 Was the real estate inventory filed in your husband's estate in the Orphan's Court for Anne Arundel County?

A That's right.

32 What was the appraised value of this real estate the date of the appraisal by Edward O. Shepherd and Ashby L. Shepherd on December 10, 1962?

A I think it was twenty two thousand, if I remember correctly.

33 Is this a certified copy of the real estate appraisal and inventory filed in your husbands estate?

A Yes.

(APPRAISAL AND INVENTORY FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

34 Who survived your husband, Mrs. Welch?

A Of course, I as a widow, and five children.

14

35 What are the names of the children?

A A daughter, Ruth W. Buck; another daughter, Mary W. Parks; a son, William S. Welch, Jr.; a daughter, Margaret W. Vermillion; and a daughter, Anne W. Buck.

36 Is Anne W. Buck now living?

A No, Anne W. Buck died October the 24th of 1963.

37 At the time of her death was she married?

A She was divorced.

38 Where was her son then living?

A Her son was then living with his father.

39 Who are the respective spouses of the heirs we just mentioned?

A Louis A. G. Buck is the husband of Ruth W. Buck. Mary W. Parks is divorced. Dortha M. Welch is the wife of William S. Welch, Jr., and Caywood G. Vermillion is the husband of Margaret W. Vermillion.

40 When did Anne W. Buck die, Mrs. Welch?

A October the 24th, 1963.

41 Did she leave a Will?

A No, no Will.

42 She left one heir, I understand, her son, Allen Courtney Buck?

A That's right.

43 One of the parties to this suit?

A That's right.

44 Was the estate of Anne W. Buck duly administered upon?

A Yes, it was.

45 In what Court.

15

A Anne Arundel.

46 The Orphan's Court for Anne Arundel County?

A Yes.

47 Was the real estate inventory of her share in the real estate involved in these proceedings filed in the Orphan's Court for Anne Arundel County?

A It was.

48 I hand you a paper and ask you if this is the inventory filed in your late daughter's estate?

A Yes, this is.

49 And I note that her 2/15's interest was appraised at $2,960.00, is that correct?

A That's correct.

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

50 You did tell me about the difficulty in having an adequate or substantial income from the property, did you not?

A Yes.

51 Would it be to the advantage of your grandson, AllenCourtney Buck,to sell this property and obtain his share in the event of a sale at this time?

A I certainly think so.

52 What is your opinion of the offer submitted by Ruth W. Buck and Lewis A. G. Buck, her husband, to buy the other owner's share in this tract of land and the improvements for thirty thousand dollars?

A I think it is a very fair price.

53 That thirty thousand dollars of course, includes their 2/15's

interest, am I right?

A Yes.

54 So that the actual money they will pay is $26,000.00, am I right?

A Right.

55 Are you satisfied with the terms of the contract of sale dated September 21, 1964 executed by all of the parties to this suit and filed as an exhibit in these proceedings?

A Yes, I am.

56 Have you discussed this action and the sale of the property to Ruth W. Buck and Lewis A. G. Buck with all your children and their husbands?

A Yes, we all have.

57 Are they all satisfied to sell the property at the price mentioned in the contract?

A Yes, they are.

58 And to sell it on the terms as set forth in the contract of sale?

A That's right.

59 And you repeat that in your opinion it would be to the best interest of Allen Courtney Buck, the infant, to obtain his share out of the sale at this time?

A Yes, I really think so, because the property is deteriorating and growing up all the time.

17

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 Gertrude C. Welch

18

Max Schwartz, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Goodman)

1 What is your name, sir?

A Max Schwartz.

2 Where do you live, Mr. Schwartz?

A Deale, Maryland.

3 What is your profession or business?

A Realtor and appraiser.

4 How long have you been licensed as a real estate broker and appraiser in Anne Arundel County?

A About nineteen years.

5 Are you familiar with real estate values in Anne Arundel County?

A I am.

6 Have you bought and sold property in the Eighth Election District of Anne Arundel County recently?

A I have.

7 Are you familiar with the property involved in these proceedings which was formerly owned by William S. Welch, Sr., deceased?

A I am.

8 Will you describe the property to us please?

A It is forty seven (47) acres more or less. Faces on Greenock Road and 258. The new road by passed one side of it. It has an old house of no value, a barn which needs repair, in fact two barns. In my opinion thirty thousand dollars is a very, very good value for it.

19

9 There are two dwellings on the land, are there not?

A Two dwellings, that's correct.

10 And two barns?

A Two barns.

11 In your opinion will this property be productive of any adequate or substantial income by one operator?

A No, sir.

12 Do you believe this property is susceptible of division in kind without loss or damage to the parties at interest?

A It isn't.

13 Would it be to the best interest and welfare of the infant defendant, Allen Courtney Buck, to sell his interest in this property at this time?

A Yes.

14 And upon what do you base your opinion, Mr. Schwartz?

A The property is not subdivision property and I think the property is going down and steadily growing up under the conditions now.

15 Have you examined the contract of sale executed by and between the parties to this proceedings dated September 21st, 1964 and filed as a plaintiff's exhibit?

A I have, sir.

16 In your opinion is this a fair and just contract?

A Very fair contract.

17 Would you recommend to the Court that it approve the sale of the real estate under the terms recited in this contract?

A I would.

20

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 Max C. [illegible]

21

Owen Allen Buck, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Goodman)

1 What is your full name, please?

A Owen Allen Buck.

2 Where do you live?

A 7913 Wynnwood Drive, Clinton, Maryland.

3 What is your occupation, sir?

A I mailman for the Post Office.

4 What is your relationship to Allen Courtney Buck, the infant in these proceedings?

A Father.

5 With whom is he residing?

A Me.

6 Was the date given by Mrs. Welch of your son's birth date correct?

A That's right.

7 And the age given by her correct?

A Right.

8 You are your son's duly appointed guardian, am I correct?

A Yes, sir.

9 Are you familiar with the property, the farm property consisting of approximately 47 acres owned by the late William S. Welch, Sr.?

A Yes, sir.

10 It is located in the Eighth Election District of Anne Arundel County, is it not?

A That's right, sir.

11 Did you hear the description of the land and improvements given

22

by Mrs. Welch and by Mr. Schwartz, the Realtor?

A I did.

12 Is their or does their description agree with your's?

A Yes, sir.

13 In your opinion can this farm be operated profitably owned by all of the heirs of the late William S. Welch, Sr. with just Mrs. Welch, the widow, residing in Anne Arundel County near the farm?

A No, it's impossible.

14 What in your opinion is the fair value of this real estate at the present time?

A I think the offer that's been offered is fair.

15 Thirty thousand dollars?

A Yes.

16 You understand, of course, that the purchasers are related to the late Mr. Welch?

A Yes.

17 One is his daughter and the other is her husband?

A Yes.

18 Do you still feel that the price of thirty thousand dollars is a fair and just price?

A Yes, sir.

19 And do you feel that four thousand dollars, which represents your son's interest, is fair for him?

A Yes, I do.

20 Would it be to the advantage of your infant son, Allen Courtney

23

Buck, to sell this property and obtain his share at this time?

A I think so, sir.

21 As the father of the infant, Allen Courtney Buck, are you satisfied with the terms of the contract of sale dated September 21, 1964 executed by all the parties and filed as an exhibit in these proceedings?

A I am.

22 Is it your desire that the Court approve the sale of this real estate in accordance with the executed contract and that it appoint a trustee to execute a Deed conveying the interest of your infant son, Allen Courtney Buck, to the purchasers?

A Yes.

54

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 Ann Allen Buck

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 16th day of November, 1964.

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

J.R. $25.00

S.M. $13.00 Pd
S.M.

26

FILED

DEC 6 1963

W. WAVERLY WEBB, CLERK
CIRCUIT COURT FOR
PRINCE GEORGE'S COUNTY, MD.

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

IN REA:	:	
ALLEN COURTNEY BUCK, MINOR	:	GUARDIANSHIP EQUITY No C-2402

PETITION FOR APPOINTMENT OF GUARDIANSHIP

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE PETITION OF OWEN ALLEN BUCK RESPECTFULLY SHOWS:-

1- THAT HE IS THE FATHER OF ALLEN COURTNEY BUCK, A MINOR BORN FEBRUARY 8,1955, WHO RESIDES WITH HIM AT 7913 WYNNWOOD DRIVE, CLINTON PARK, PRINCE GEORGE'S COUNTY, MARYLAND.

2- THAT THE SAID ALLEN COURTNEY BUCK HAS BECOME ENTITLED, BY REASON OF THE DEATH OF HIS MOTHER, ANNE WELCH BUCK, LATE OF ANNE ARUNDEL COUNTY, MARYLAND, DECEASED, TO A SHARE OF THE PROCEEDS OR BENEFITS OF A CERTAIN LIFE INSURANCE POLICY, WHICH IN EFFECT ON THE LIFE OF SAID DECEDENT AT THE TIME OF HER DEATH.

3- THAT SINCE SAID BENEFICIARY IS A MINOR FOR WHOM NO GUARDIAN HAS BEEN APPOINTED IT IS NECESSARY THAT A GUARDIAN BE APPOINTED TO SAID MINOR FOR THE PURPOSE OF COLLECTING SAID INSURANCE PROCEEDS OR BENEFITS,AND FOR THE PURPOSE OF CARING THEREFOR;AND THAT YOUR PETITIONER IS WILLING TO SERVE AS SUCH GUARDIAN IF APPOINTED BY THIS COURT.

WHEREFORE, YOUR PETITIONER PRAYS THAT HE BE APPOINTED GUARDIAN OF THE SAID ALLEN COURTNEY BUCK, MINOR, TO COLLECT THE PROCEEDS OR BENEFITS OF SAID INSURANCE POLICY FOR THE PURPOSE OF CARING THEREFOR.

Owen Allen Buck
OWEN ALLEN BUCK PETITIONER

BY: Albert M. Cahn
SOLICITOR FOR PETITIONER
UPPER MARLBORO, MARYLAND

Albert M. Cahn
Attorney at Law
Upper Marlboro, Md.

ALBERT M. CAHN
ATTORNEY-AT-LAW
MAIN & ELM STREETS
UPPER MARLBORO, MD.
MA 7-2700

FILED
1964 NOV 16 PM 3:31

Judicial ® 1-61
MARYLAND—GUARDIAN (INFANT)

LIBER 9 PAGE 480

IN THE ~~ORPHANS'~~ CIRCUIT COURT OF PRINCE GEORGE"S COUNTY

STATE OF MARYLAND

approved and Recorded.

FILED
DEC 9 1963
W. WAVERLY WEBB, CLERK
CIRCUIT COURT FOR
PRINCE GEORGE'S COUNTY, MD.

In the Matter of the Estate of

ALLEN COURTNEY BUCK

Infant

BOND OF GUARDIAN C-2402

Maryland, Sc.

KNOW ALL MEN BY THESE PRESENTS: That we, Owen Allen Buck as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of---One Thousand and 00/100---------- Dollars ($ 1,000.00), lawful money of the United States of America, to be paid to the State of Maryland aforesaid, for 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 and assigns, in the whole and for the whole, jointly and severally, firmly by these presents.

SEALED with our seals and dated this Nineth day of December in the year of our Lord nineteen hundred and sixty-three

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Owen Allen Buck ~~as Guardian to~~ Allen Courtney Buck of Prince George's County, Md., Infant child of Owen Allen Buck & Anne W. Buck, shall faithfully account to the ~~Orphans'~~ Circuit Court of Prince George's County, Maryland, as directed by law for the management of the property and Estate of the Infant under his care, and shall also deliver up the said property, agreeable to the order of said Court, or the directions of law, and shall, in all respects, perform the duty of Guardian to the said Infant according to law, then the above obligation shall cease; otherwise it shall remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Thomas L. Turner

Owen Allen Buck (SEAL)
Owen Allen Buck

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Barbara A. Wilson
Barbara A. Wilson

By Thomas L. Turner
Thomas L. Turner Attorney-in-fact

Power of Attorney attached

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND.

FILED

IN REA:-

ALLEN COURTNEY BUCK
MINOR

DEC 6 1963

GUARDIANSHIP
EQUITY No C-2402

W. WAVERLY WEBB, CLERK
CIRCUIT COURT FOR
PRINCE GEORGE'S COUNTY, MD.

ORDER GRANTING OF GUARDIANSHIP

UPON CONSIDERATION OF THE PETITION OF OWEN ALLEN BUCK, AND IT APPEARING TO THE COURT THAT IT WOULD BE TO THE BEST INTERESTS OF SAID ALLEN COURTNEY BUCK, MINOR, THAT A GUARDIAN BE APPOINTED FOR THE PURPOSE OF COLLECTING, TAKING CHARGE AND CARING FOR THE PROPERTY OF SAID MINOR AS PRAYED IN SAID PETITION.

IT IS THEREUPON, THIS 6th DAY DECEMBER 1963, BY THE CIRCUIT COURT OF PRINCE GEORGE'S COUNTY MARYLAND,

ORDERED, THAT GUARDIANSHIP of the person & property OF ALLEN CORTNEY BUCK, MINOR BE, AND IS HEREBY GRANTED TO OWEN ALLEN BUCK, HIS FATHER, CONDITIONED ON HIS FAITHFULL PERFORMANCE OF THE TRUST IN HIM REPOSED and posting bond approved by the clerk in the amount of $1000.00

Russell Parker A.J.

ALBERT M. CAHN
ATTORNEY-AT-LAW
MAIN & ELM STREETS
UPPER MARLBORO, MD.
MA 7-2700

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, Sct:

I HEREBY CERTIFY THIS 6th DAY OF DECEMBER 1963, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE OF MARYLAND, PERSONALLY APPEARED IN THE COUNTY AFORESAID, OWEN ALLEN BUCK, AND MADE OATH IN DUE FORM OF LAW THAT THE MATTERS AND FACTS IN THE AFOREGOING PETITION BY HIM SUBSCRIBED ARE TRUE TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

WITNESS MY HAND AND NOTARIAL SEAL.

Joseph E. Flynn
NOTARY PUBLIC

My Commission expires May 3 - 1965

ALBERT M. CAHN
ATTORNEY-AT-LAW
MAIN & ELM STREETS
UPPER MARLBORO, MD.
MA 7-2700

BOOK 157 PAGE 367

FILED
DEC 10 1962
REGISTER OF WILLS
FOR ANNE ARUNDEL COUNTY, MD.

THE STATE OF MARYLAND,

To EDWARD O. SHEPHERD
and
ASHBY L. SHEPHERD
GREETING:

This Is To Authorize You Jointly to appraise the Real Estate of William S. Welch, Sr., late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said Real Estate by you appraised in dollars and cents; and in the said inventory you are to set down in column or columns opposite to each piece of property the value thereof.

WITNESS Eklyn M. Smith ~~ESQUIRE~~,
Chief Justice of the Orphans' Court for Anne Arundel County, this 4" day of Dec.
in the year of our Lord one thousand nine hundred and sixty-two

TEST George M. Mitwell
Register of Wills for Anne Arundel County.

We, Edward O. Shepherd and Ashby L. Shepherd, do swear that we will and truly, without prejudice or partiality, value and appraise the real estate of William S. Welch, Sr., late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment.

Edward O. Shepherd
Edward O. Shepherd
Ashby L. Shepherd
Ashby L. Shepherd
Appraisers.

I Hereby Certify, That the aforegoing oath was taken and subscribed to by the said Edward O. Shepherd and Ashby L. Shepherd before the undersigned, a ~~[illegible]~~ Notary Public of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this 10th day of December in the year of our Lord one thousand, nine hundred and sixty-two.

(Notary Seal)

Norma R. Ford
~~[illegible]~~ *Notary Public for Anne Arundel County*

A True and Perfect Inventory of all and singular the Real Estate of William S. Welch, Sr., late of Anne Arundel County, deceased, appraised by the subscribers, Edward O. Shepherd and Ashby L. Shepherd, jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraisers, and certificate hereto annexed.

Examiner's Exhibit No 2
Buck et al v. Buck, Equity 16,609
John S. Rowe L. Exam

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48-acre tract of land located in the Eighth Election District of Anne Arundel County, Maryland, and being part of the property devised to William O. Welch for and during his natural life and upon his death unto the said William S. Welch by the Last Will and Testament of Enoch O. Welch dated June 1, 1912, and recorded in the office of the Register of Wills for Anne Arundel County in Liber O.B.D. No. 1, folio 17, the said William O. Welch having departed this life on June 6, 1948.

Improvements:

(a) Three-story frame dwelling covered by composition brick tar paper in fair condition, with electricity in part of house only and no other conveniences.

(b) One-story frame four-room dwelling in fair condition with electricity and no other conveniences.

(c) Two barns in good condition.

Appraised value $22,000.00

BOOK 157 PAGE 369

We, The Subscribers, Do Certify, That the foregoing is a just and true inventory and valuation of all and singular the Real Estate of the said William S. Welch, Sr. deceased, so far as the same has come to our sight and knowledge, and as valued and appraised in dollars and cents, according to the best of our skill and judgment.

Witness Our Hands And Seals this 10th day of December in the year of our Lord one thousand nine hundred and sixty-two.

Edward O. Shepherd [Seal.]
Edward O. Shepherd

Ashby L. Shepherd [Seal.]
Ashby L. Shepherd, *Appraisers*

Amount of Inventory as above - - - - - - $22,000.00

Gertrude C. Welch
Gertrude C. Welch, Administratrix

STATE OF MARYLAND.

Anne Arundel County, Sct:

Be It Remembered And It Is Hereby Certified, That on this 10th day of December in the year of our Lord one thousand, nine hundred and sixty-two, personally appeared Gertrude C. Welch, Administratrix of the Estate of William S. Welch, Sr. late of Anne Arundel County, deceased, and made oath in the presence of Almighty God, that the aforegoing is a just and true and perfect Inventory of all and singular the Real Estate of the said William S. Welch, Sr. deceased, within the State of Maryland, that has come to her knowledge, and that should She hereafter discover any other Real Estate belonging to the said deceased in said State She will return an additional Inventory thereof.

Sworn to before the Subscriber,

(Notary Seal)

Norma R. Ford
Notary Public for Anne Arundel County.

Approved by Order of Court this 11" day of December, 1962.

S/ Evelyn M. Smith C.J.
S/ Allene L. Moreland A.J.
S/ Luke T. Anthony A.J.

STATE OF MARYLAND

Anne Arundel County

I, GEORGE M. NUTWELL. Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby ceretify that the aforegoing is a true and full copy of the Real Inventory

In the Estate of

William S. Welch, Sr. *late of said County deceased*

taken from the original, which is filed, recorded in GMN 1, folio 185, 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 22" *day of* September *in the year of our Lord, nineteen hundred and* ~~fifty~~ ~~sixty-four~~

Register of Wills for Anne Arundel County

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BOOK 157 PAGE 371

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REGISTER OF WILLS
FOR ANNE ARUNDEL COUNTY, MD.

THE STATE OF MARYLAND,

To EDWARD O. SHEPHERD
and
ASHBY L. SHEPHERD
GREETING:

This Is To Authorize You Jointly to appraise the Real Estate of Anne Elizabeth W. Buck, deceased, late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said Real Estate by you appraised in dollars and cents; and in the said inventory you are to set down in column or columns opposite to each piece of property the value thereof.

WITNESS Evelyn M. Smith ~~ESQUIRE~~,
Chief Justice of the Orphans' Court for Anne Arundel County, this 12 day of Nov.
in the year of our Lord one thousand nine hundred and sixty-three

TEST George M. Hartwell
Register of Wills for Anne Arundel County.

We, Edward O. Shepherd and Ashby L. Shepherd,
do swear that we will and truly, without prejudice or partiality, value and appraise the real estate of Anne Elizabeth W. Buck, late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment.

Edward O. Shepherd
Edward O. Shepherd
Ashby L. Shepherd
Ashby L. Shepherd
Appraisers.

I Hereby Certify, That the aforegoing oath was taken and subscribed to by the said Edward O. Shepherd and Ashby L. Shepherd before the undersigned, a ~~Register of Wills~~ Notary Public of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this 18th day of November in the year of our Lord one thousand, nine hundred and sixty-three

(Notary Seal)

Norma R. Ford
~~Register of Wills~~ *Notary Public for Anne Arundel County.*

A True and Perfect Inventory of all and singular the Real Estate of Anne Elizabeth W. Buck, late of Anne Arundel County, deceased, appraised by the subscribers Edward O. Shepherd and Ashby L. Shepherd, jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraisers, and certificate hereto annexed.

Examiner's Exhibit No 3
Buck et al v. Buck, Equity 16,609
John J. Rowe L. Exam.

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2/15's interest in a 48-acre tract of land located in the Eighth Election District of Anne Arundel Cauntу, Maryland, and being part of the praperty devised ta William O. Welch far and during his natural life and upon his death unto the said William S. Welch by the Last Will and Testament of Enoch O. Welch dated June 1, 1912, and recorded in the office of the Register of Wills for Anne Arundel County in Liber O.B.D. Na. 1, folia 17, the said William O. Welch having departed this life on June 6, 1948.

Impravements:

(a) Three-stary frame dwelling cavered by campositian brick tar paper in fair conditian, with electricity in part of hause anly and no ather canveniences.

(b) One-story frame faur-raom dwelling in fair conditian with electricity and na ather canveniences.

(c) Twa barns in gaod candition.

Appraised value af whale farm: $22,000.00

Value af decedant's interest: $2,960.00

BOOK 157 PAGE 373

We, The Subscribers, Do Certify, That the foregoing is a just and true inventory and valuation of all and singular the Real Estate of the said Anne Elizabeth W. Buck, deceased, so far as the same has come to our sight and knowledge, and as valued and appraised in dollars and cents, according to the best of our skill and judgment.

Witness Our Hands And Seals this 18th day of November in the year of our Lord one thousand nine hundred and sixty-three

Edward O. Shepherd [Seal.]
Edward O. Shepherd

Ashby L. Shepherd [Seal.]
Ashby L. Shepherd, *Appraisers.*

Amount of Inventory as above - - - - - $2,960.00

Theodore G. Bloom
Theodore G. Bloom
~~Executor~~ *Administrator*

STATE OF MARYLAND.

Anne Arundel County, Sct:

Be It Remembered And It Is Hereby Certified, That on this 18th day of November in the year of our Lord one thousand, nine hundred and sixty-three personally appeared Theodore G. Bloom, Administrator of the Estate of Anne Elizabeth W. Buck, late of Anne Arundel County, deceased, and made oath in the presence of Almighty God, that the aforegoing is a just and true and perfect Inventory of all and singular the Real Estate of the said Anne Elizabeth W. Buck, deceased, within the State of Maryland, that has come to his knowledge, and that should he hereafter discover any other Real Estate belonging to the said deceased in said State he will return an additional Inventory thereof.

Sworn to before the Subscriber,

(Notary Seal)

Norma R. Ford
~~Attest~~ *Notary Public for Anne Arundel County.*

Approved by Order of Court this 19" day of November, 1963.

S/ Evelyn M. Smith C.J.
S/ Allene L. Moreland A.J.
S/ Luke T. Anthony A.J.

STATE OF MARYLAND

Anne Arundel County

I, GEORGE M. NUTWELL. Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby ceretify that the aforegoing is a true and full copy of the Real Inventory

In the Estate of

Anne Elizabeth W. Buck *late of said County deceased*

taken from the original, which is filed, recorded in GMN 1, folio 348, 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 22" *day of* September *in the year of our Lord, nineteen hundred and* ~~fifty-eight~~ sixty-four

George M. Nutwell

Register of Wills for Anne Arundel County

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OWEN ALLEN BUCK, etc., et al	*	IN
Petitioners	*	THE CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
ALLEN COURTNEY BUCK	*	
Respondent	*	NO. 16,609 EQUITY

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

REPORT OF MASTER AND EXAMINER

9/22/64 — Petition filed for sale of Infant's interest in real estate and for appointment of Trustee to convey the same.

10/15/64 — Infant Defendant summoned by service on his father and legal guardian.

10/23/64 — Guardian Ad Litem appointed after prior filing of Petition.

10/27/64 — Answer of Guardian Ad Litem filed.

11/13/64 — Testimony taken before Examiner.

Substance of Testimony:

Pedigree as set forth in the Bill of Complaint properly proven.

All persons having any interest in real estate described in Bill of Complaint are Parties Plaintiff in this Proceeding except for the Infant who is the sole Defendant.

Testimony shows that the property produces no income, that it was appraised in 1962 for $22,000. and that the Infant owns an undivided 2/15ths interest in said property.

Ruth W. Buck and husband who also own a 2/15ths interest in said property have entered into a Contract to purchase the remaining 13/15ths interest in said property for the sum of $26,000. (See Exhibit #4)

The testimony of a qualified real estate appraiser is to the effect that the Contract of Sale is very fair, and that it should be approved by the Court as in the best interest and welfare of the Infant Defendant because the property is not susceptible of division in kind without loss or damage and is not productive of any income.

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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The proceedings and proof appear to comply with Article 16, Section 51 of the Annotated Code and Maryland Rule R 71.
Case ready for Decree November 16, 1964.
Attached form of Decree recommended.

John G. Rouse, Jr.
Examiner and Master

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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OWEN ALLEN BUCK, etc., et al.	:	NO. 16,609 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
ALLEN COURTNEY BUCK, infant	:	ANNE ARUNDEL COUNTY

: : : : : : :

SUBMISSION FOR DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above-entitled case is respectfully submitted for decree, and the 41st Equity Rule is hereby waived.

GOODMAN & BLOOM

By Albert J. Goodman

Albert J. Goodman
Solicitors for Petitioners

Guardian ad litem

LBERT J. GOODMAN
ATTORNEY AT LAW
NNAPOLIS, MARYLAND

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OWEN ALLEN BUCK, etc., et al.	:	NO. 16,609 EQUITY
VS.	:	IN THE CIRCUIT COURT FOR
ALLEN COURTNEY BUCK, infant	:	ANNE ARUNDEL COUNTY

: : : : : : :

DECREE

THIS CAUSE, having been submitted and the proceedings, exhibits, and testimony all having been read and fully considered by the Court,

IT IS THEREUPON, this 18th day of March, 1964, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered, and decreed that the contract filed in this cause, marked "Petitioners' Exhibit A," for the sale of the real estate situated in the Eighth Election District of Anne Arundel County, Maryland, which is more fully described in said contract, be, and the same is hereby, approved, ratified, and confirmed.

AND it is further adjudged, ordered, and decreed that the interest of Allen Courtney Buck, infant defendant, in the property mentioned in these proceedings, be sold to Ruth W. Buck and Lewis A. G. Buck, her husband, at and for the price set forth in said contract, it being the finding of this Court that such sale would be in the best interests of said minor.

AND it is further adjudged, ordered, and decreed that Albert J. Goodman be, and he is hereby, appointed trustee to execute a deed in due form of law conveying the estate and interest of said infant, Allen Courtney Buck, in accordance with the terms and provisions of said contract; and that the said trustee, before executing the power conferred upon him by this decree, shall 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 the Clerk of this Court in the penalty of $4,000.00, conditioned for the faithful performance

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises.

AND it is further adjudged, ordered, and decreed that the said Albert J. Goodman, Trustee, be, and he is hereby, authorized to pay to Owen Allen Buck, guardian of the said Allen Courtney Buck, infant, the net amount realized from the sale of said infant's interest in said property, to be held and accounted for by said guardian for said infant in accordance with the statutes in such cases made and provided.

AND it is further adjudged, ordered, and decreed that the said Albert J. Goodman, Trustee, make a full report to this Court that this decree has been performed by him in accordance with its terms and in accordance with the trust reposed in him by this decree.

Judge

LBERT J. GOODMAN
ATTORNEY AT LAW
NNAPOLIS, MARYLAND

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Trustee—Md.

BOOK 157 PAGE 380

A STOCK COMPANY

"Old and Tried" Organized 1849

BOOK 12 PAGE 578

Glens Falls

INSURANCE COMPANY

Glens Falls, N. Y.

OWEN ALLEN BUCK, etc., et al.
VS.
ALLEN COURTNEY BUCK, infant

NO. 16,609 EQUITY
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

Know All Men by These Presents:

THAT WE ALBERT J. GOODMAN,

as principal, and the GLENS FALLS INSURANCE COMPANY, a corporation of the State of New York, Glens Falls, N. Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of FOUR THOUSAND and no/100 ($4,000.00)---------- 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 19th day of November, in the year nineteen hundred and sixty-four.

WHEREAS, the above bounden ALBERT J. GOODMAN, by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County, has been appointed trustee to sell the interest of Allen Courtney Buck, infant, mentioned in the proceedings in the case of Owen Allen Buck, etc., et al., vs. Allen Courtney Buck, Infant, No. 16,609 Equity, ~~xxx~~ now pending in said Court.

Now the Condition of this Obligation is such, that if the above bounden ALBERT J. GOODMAN 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.

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Signed, sealed, and delivered in the presence of

Grace R. Hartge

Grace R. Hartge

Albert J. Goodman [SEAL]

[SEAL]

Bond approved this 19th day of November, 1964

Lowell N. Phipps, Clerk

Form 15195

GLENS FALLS INSURANCE COMPANY

By Albert J. Goodman [SEAL]
Albert J. Goodman *Attorney*

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OWEN ALLEN BUCK, etc., et al.	:	NO. 16,609 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
ALLEN COURTNEY BUCK, infant	:	ANNE ARUNDEL COUNTY

: : : : : : :

TRUSTEE'S REPORT OF SALE,
AFFIDAVIT THERETO,
AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman, Trustee appointed by a decree of this Honorable Court to sell and convey the interest of the infant defendant, Allen Courtney Buck, in the real estate mentioned in these proceedings to Ruth W. Buck and Lewis A. G. Buck, her husband, in accordance with the contract of sale heretofore filed herein and approved by this Honorable Court in said decree, respectfully shows:

That after having given bond with security for the faithful performance of his trust as required by said decree, and having received said infant's share of the purchase price specified in said contract, to wit, the sum of $4,000.00, he duly executed, acknowledged, and delivered to said contract purchasers, Ruth W. Buck and Lewis A. G. Buck, her husband, a deed conveying all of said infant's undivided interest in and to the following-described property situate, lying, and being in the Eighth Election District of Anne Arundel County, Maryland:

> Beginning for the same at a stone found by a dead cedar tree, said stone marks the same beginning point described in the Surveyor's Certificate of the Dower, containing 55 acres, more or less, and recorded among the Equity Records of Anne Arundel County in Equity Old Series No. 448, Thomas I. Hall, et al., vs. Thomas O. Welch, et al.; thence from the place of beginning so fixed and running with the outlines, as now surveyed, of said 55-acre tract south 02 degrees 03 minutes 10 seconds west 713.63 feet to a pipe set; thence with part of the second, or south 27 degree 30 minute west 55 perch line of said Dower, south 32 degrees 03 minutes 10 seconds west 565.52 feet to a pipe set in the north right of way line of Maryland Route No. 416, as shown on State Roads Commission Plat No. 19846, said point being located

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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116 feet northerly at right angles from Station 19 plus 37.36 of the base line of right of way, as shown on said plat; thence leaving the outline and running with said right of way line north 80 degrees 26 minutes 30 seconds west 50.78 feet to a pipe set at the southeast corner of the conveyance from William S. Welch and wife to Henry S. Crandell and wife by deed dated August 25, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1502, folio 446, said pipe being located 116 feet northerly at right angles from Station 18 plus 86.58 of the base line of right of way aforesaid; thence leaving the right of way line and running with the lines of the conveyance to Crandell, with meridian corrected and as now surveyed, north 28 degrees 42 minutes 54 seconds east 65 feet; thence north 35 degrees 10 minutes east 198.65 feet to an iron bar found; thence north 76 degrees 54 minutes 50 seconds west 246.20 feet to a pipe found; thence south 18 degrees 06 minutes 24 seconds west 258.25 feet to a bar found; thence still south 18 degrees 06 minutes 24 seconds west 1.36 feet to intersect the north right of way line of Maryland Route No. 216 aforesaid; thence leaving the Crandell lot and running with said right of way line along a regular curve to the left having a radius of 1,526.12 feet, a chord of south 89 degrees 45 minutes 02 seconds west 408.34 feet, for an arc length of 409.57 feet to a pipe set at the intersection formed by said right of way line with the north side of old Maryland Route No. 258; thence leaving said Route No. 416 and running with the north side of Route No. 258, north 72 degrees 31 minutes west 268.74 feet; thence north 68 degrees 43 minutes 30 seconds west 617.25 feet to a pipe found at the southeast corner of the conveyance from William S. Welch and wife to Addison Owens and wife by deed dated November 8, 1954, and recorded among said Land Records in Liber J.H.H. No. 877, folio 553, said pipe being located south 68 degrees 43 minutes 30 seconds east 48.64 feet from a pipe found at the southwest corner of said conveyance; thence leaving Route No. 258 and running with the outlines of said conveyance to Owens, with meridian corrected and as now surveyed, north 11 degrees 51 minutes 54 seconds east 197.46 feet to a pipe set; thence with the north line of said conveyance to Owens and with the north line of another conveyance from William S. Welch and wife to Addison Owens and wife by deed dated February 29, 1952, and recorded among said Land Records in Liber J.H.H. No. 669, folio 103, south 83 degrees 21 minutes west 243.71 feet to a pipe set in the east right of way line of Maryland Route No. 259 (Greenock to Bristol Road) as shown on the State Roads Commission Plat No. 1178; thence leaving the Owens lot and running with the east right of way line of Maryland Route No. 259 the following fourteen courses and distances: north 06 degrees 40 minutes 47 seconds east 21.45 feet; thence north 01 degree 41 minutes 48 seconds west 46.27 feet; thence north 0 degrees 15 minutes 25 seconds west 12.04 feet; thence north 08 degrees 35 minutes 28 seconds east 42.11 feet; thence north 14 degrees 42 minutes 34 seconds east 101.61 feet; thence north 04 degrees 30 minutes 21 seconds east 75 feet; thence north 19 degrees 14 minutes 38 seconds west 54.63 feet; thence north 07 degrees 32 minutes 18 seconds east 73.21 feet; thence north 05 degrees 01 minute 24 seconds east 80.66 feet; thence north 03 degrees 29 minutes 23 seconds east 19.39 feet; thence north 06 degrees 58 minutes 59 seconds east 98.66 feet; thence north 11 degrees 30 minutes 47 seconds east 100.05 feet; thence north 18 degrees 25 minutes 22 seconds east 106.81 feet; and thence north 20 degrees 54 minutes 51 seconds east 77.15 feet to a pipe set at the intersection formed by the said right of way line with the south 77 3/4 degree east 59 1/2 perch line of the

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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Dower, containing 55 acres, as above mentioned; thence leaving Route No. 259 and running with part of said 59 1/2 perch line and with a line of fence and a hedge row south 73 degrees 06 minutes 40 seconds east 905.89 feet to a large dead tree at a bend in said fence and at the head of a stream; thence still with the outlines of the Dower, as now surveyed, north 75 degrees 07 minutes 10 seconds east 853.46 feet to a granite stone found in a fence line; thence still with said outlines and with a fence line, south 47 degrees 11 minutes 50 seconds east 229.21 feet to the place of beginning, containing 47.06 acres, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in May, 1964.

Being part of the property devised to William O. Welch, for life with remainder over to William S. Welch by Item No. 6 of the Last Will and Testament of Enoch O. Welch dated June 1, 1912, and recorded in the office of the Register of Wills for Anne Arundel County in Will Book O.B.D. No. 1, folio 17, the said William S. Welch, who survived the said William O. Welch, having died October 9, 1962, leaving the said Gertrude C. Welch, Mary W. Parks, William S. Welch, Jr., Margaret W. Vermillion, Ruth W. Buck, and Anne W. Buck as his heirs, and the said Anne W. Buck having since died, leaving said Allen Courtney Buck as her sole heir.

And said trustee further reports that pursuant to and in accordance with said decree, he has paid over the sum of FOUR THOUSAND DOLLARS ($4,000.00), being the entire net amount realized from the sale of said infant's interest in said property, to Owen Allen Buck, legal guardian for Allen Courtney Buck, the infant defendant herein.

WHEREFORE, having fully performed all of the duties and obligations imposed upon him by said decree, said trustee prays the Court to ratify and confirm said sale, discharge him as Trustee, and discharge him and his surety from further liability on said Trustee's bond.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman

Albert J. Goodman, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 27th day of November, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true to the best of his knowledge and belief.

As witness my hand and Notarial seal.

Norma R. Ford

Norma R. Ford, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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OWEN ALLEN BUCK, etc., et al.	:	NO. 16,609 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
ALLEN COURTNEY BUCK, infant	:	ANNE ARUNDEL COUNTY

: : : : : : :

ORDER OF COURT

Upon the foregoing report of sale and affidavit, it appearing to the Court therefrom that the Trustee has fully performed the duties imposed upon him by the decree passed in this cause on November 18, 1964, it is this 3rd day of December, 1964, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered, and decreed:

1. That the foregoing report of sale be, and the same hereby is, ratified and confirmed.

2. That the said Albert J. Goodman be, and he hereby is, discharged of all further duties and obligations as Trustee in these proceedings.

3. That the bond filed by said Trustee be, and the same hereby is, released and discharged, the principal and surety thereon being relieved and discharged of all further liability in connection therewith.

O Bowie Duckett
Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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1964 DEC -3 PM 3:37

PETITION FOR FORECLOSURE

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

VS.

ALBERT W. JONES

BOOK 157 PAGE 385

IN THE

CIRCUIT COURT

FOR
~~XXX~~
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
(IN EQUITY)

No. 16,461 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 26th day of June A. D. 1962, the defendant executed and delivered to Capital Savings and Loan Association, Inc. a mortgage upon certain fee simple property in the City of Baltimore, therein described, to secure the payment of the mortgage debt of $ 6,750.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

THAT said mortgage is in default inasmuch as the mortgagor is more than sixty (60) days in arrears in the payment of principal, interest and expenses as contracted for in said mortgage.

And your petitioner 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.

Paul Beall

Paul Beall *Attorney for Plaintiff*

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Form 812

Plaintiff's Exhibit #1

[DR.—CITY OR COUNTY]

BOOK 1576 PAGE 52

BOOK 157 PAGE 380

Mortgage

No. 16,461 Equity

THIS MORTGAGE, Made this 26th day of June, in the year Nineteen Hundred and Sixty-two, by and between Albert W. Jones, unmarried,

of Baltimore City, 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 Six Thousand Seven Hundred Fifty Dollars ($ 6,750.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Six Thousand Seven Hundred Fifty Dollars ($ 6,750.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Fifty-seven and 00/100 Dollars ($ 57.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of August, 19 62, 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.

224774

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lot(s) of ground situate, lying and being in the Third District of Anne Arundel County, State of Maryland, and particularly described as follows:

BEING known and designated as Lots Numbered Thirty-two (32), Thirty-three (33), and Thirty-four (34), in Section 65, as shown on Plat No. 2, of Outing Park, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book O.W. No. 1, folio 102.

BEING the same lots of ground which, by deed of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, were granted and conveyed by Emmett L. Taylor and wife to the herein named Mortgagor.

FILED

1964 JUL -9 AM 9:43

2

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, ~~including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.~~

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

PROVIDED, that if the said Mortgagor, his, her or their heirs, personal representatives, successors and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

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

THIS mortgage shall also secure future advances so far as is legally permissible under the Laws of the State of Maryland at the date hereof, and so far as may be legally permissible by any amendments, supplements or additions to the present law permitting such future advances.

AND the said Mortgagor does further covenant and agree:

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

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

AND the said Mortgagor does further covenant and agree that if the premises hereby mortgaged, or any part thereof, shall be damaged by fire or other hazard against which insurance is held, as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

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

4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, private maintenance charges, and charges imposed by covenants, agreements and restrictions of record, for which the property hereby mortgaged may become liable when payable. The Mortgagee is hereby authorized to pay the same, and the amount so paid shall be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.

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

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

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

8. That the mortgage loan may be prepaid, in whole or in part, and when the amount prepaid in any one year equals or exceeds twenty per centum (20%) of the original principal amount of the loan, ninety (90) days' advance interest on the amount prepaid may be charged as a consideration for the acceptance of such prepayment.

9. To pay a "late charge" not to exceed four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

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

AND IT IS AGREED by the said Mortgagor that, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay to the said attorney, a fee of Seventy-five Dollars ($75.00) for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree of sale, or under the power of sale hereinafter authorized.

AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or John O. Dumler or Paul Beall, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars ($75.00) for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making such sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS:

Antoinette M. Granese

Antoinette M. Granese

Albert W. Jones (SEAL)

Albert W. Jones

(SEAL)

(SEAL)

(SEAL)

4

5

BOOK 1576 PAGE 55 BOOK 157 PAGE 389

STATE OF MARYLAND, BALTIMORE CITY , to wit:

I HEREBY CERTIFY, That on this 26th day of June , 19 62 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Albert W. Jones,

the above named Mortgagor(s), and he acknowledged the foregoing Mortgage to be his 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

900

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese

My commission expires May 6, 1963.

Rec'd for record July 5 1962 at 9:37 A.M.

Mailed to Kohlerman & Dumler

ANNE ARUNDEL COUNTY

Mortgage

32630

FROM

ALBERT W. JONES,

UNMARRIED

TO

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

1576 53

KOHLERMAN AND DUMLER
Attorneys at Law
1406 Fidelity Building
Baltimore 1, Maryland

File No. 17211-T

Property:

Lots 32-33-34, Sec. 65, Plat 2, Outing Park

Description approved

Execution approved

STATEMENT OF MORTGAGE CLAIM BOOK 157 PAGE 390

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

vs.

ALBERT W. JONES

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(IN EQUITY)

No. 16,461 Equity

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage dated June 26, 1962	$ 6,750.00
Less payments thereon	311.04
Balance as of July 31, 1964	6,438.96

FILED
1964 JUL -9 AM 9:43

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this eighth 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 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

My commission expires May 3, 1965 Helena Reymann *Notary Public.*

6

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

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC. *vs.* ALBERT W. JONES	IN THE **CIRCUIT COURT** FOR ~~XXX~~ ANNE ARUNDEL COUNTY ~~BALTIMORE CITY~~ (IN EQUITY) No. 16,461 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 F. Loos

Charles F. Loos *Affiant.* Vice-President

Subscribed and sworn to before me

this 2nd day of July 1964

Notary Public

FILED

1964 JUL -9 AM 9:43

DECREE FOR SALE OF MORTGAGE PREMISES

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC. *vs.* ALBERT W. JONES	IN THE **CIRCUIT COURT** FOR ~~XXX~~ ANNE ARUNDEL COUNTY ~~XXXXXXXXXXXXXX~~ (IN EQUITY) No. 16,461 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 13th day of July, in the year nineteen hundred and sixty-four, by the Circuit Court for Anne Arundel County, ~~of Baltimore City~~ **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Paul Beall and James H. Whitney be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by themselves and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Seven 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, ~~of 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.

V. Bruce Duckett

FILED
1964 JUL 13 PM 12:26

BOOK 157 PAGE 393

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

BOND NO. 77 97 890

16,461 Equity

BOOK 12 PAGE 503

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 Seven Thousand and 00/100 ($7,000.00) ---------- 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 31st day of August 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:

Albert W. Jones

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:

Paul Beall (SEAL)
Paul Beall

James H. Whitney (SEAL)
James H. Whitney

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Marie C. Lindemon

By Hilda V. Hunter — Hilda V. Hunter *As to Surety*

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

MD3116a—500, 3-62 159921
Trustee's Bond

FILED
1964 SEP -2 AM 9:53

Bond approved this 2nd day of September, 1964
Louis W. Phipps, Cler

KOHLERMAN AND DI[illegible]LER,
Solicitors
Baltimore, Maryland 21201

Trustees' Sale

OF VALUABLE FEE SIMPLE PROPERTY LOTS 32, 33 AND 34, SECTION 65, PLAT 2, OUTING PARK ANNE ARUNDEL COUNTY

By virtue of a Decree of the Circuit Court for Anne Arundel County (Case No. 16,461), the undersigned Trustees will sell at public auction on the premises, on

FRI., THE 4th DAY OF SEPT., 1964 AT 2:00 O'CLOCK P.M.

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

BEING known and designated as Lots Numbered Thirty-two (32), Thirty - three (33), and Thirty-four (34), in Section 65, as shown on Plat No. 2, of Outing Park, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, folio 102.

SAID property is located on the east side of Outing Avenue approximately fifty feet (50') south of Fifth Street and fronts southerly on the east side of Outing Avenue approximately seventy-five feet (75') with an even depth easterly of approximately one hundred feet (100') and is improved by a stucco over frame dwelling.

No 10

THE property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

TERMS OF SALE: Cash. A deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent and all other public charges, including spcial paving taxes, if any, to be adjusted to date of sale.

PAUL BEALL
JAMES H. WHITNEY
Trustees

ALEX COOPER
Auctioneer, Aucts., Inc.
212 N. Calvert St.
Balto. 2, Md.
PLaza 2-4868

S-3

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 394

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 5, 1964

We hereby certify, that the annexed Trustee's Sale Eq. 16,461 Lots 32, 33 and 34, Section 65 Outing Park

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 [illegible]

STATE OF MARYLAND, CITY OF BALTIMORE Sct: BOOK 157 PAGE 395

I HEREBY CERTIFY, that on this 4th day of September, 1964, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, ~~Baltimore County~~ personally appeared E. R. Gilbert, 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 The Sanbarlyn Company, and that he has not directly or indirectly discouraged anyone from bidding for the said Lots 32, 33, & 34 Section 65, Outing Park, mentioned in the said Report of Sale.

The Sanbarlyn Co
By E. R. Gilbert (SEAL)
Purchaser

Alexander Cooper
Notary Public

Purchaser

FILED
1964 SEP 11 AM 10:00

ALEXANDER COOPER NOTARY PUBLIC BALTIMORE, MD.

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

VS.

ALBERT W. JONES

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Case No. 16,461)

I hereby certify that I have this 4th day of September 1964, sold the property described in the attached advertisement of sale at and for the sum of $ 6,000.00 to The Sanbarlyn Company he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper

Alex Cooper-Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 4th day of September 1964, purchased the property described in the attached advertisement of sale from Paul Beall & James H. Whitney, Trustees at and for the sum of $ 6,000.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

The Sanbarlyn Co
By E L Gilpin Pres

Purchaser

FILED

1964 SEP 11 AM 10:00

KOHLERMAN AND DUMLER,
Solicitors
Baltimore, Maryland 21201

Trustees' Sale

OF

VALUABLE FEE SIMPLE PROPERTY LOTS 32, 33 AND 34, SECTION 65, PLAT 2, OUTING PARK ANNE ARUNDEL COUNTY

By virtue of a Decree of the Circuit Court for Anne Arundel County (Case No. 16,461), the undersigned Trustees will sell at public auction on the premises, on

FRI., THE 4th DAY OF SEPT., 1964 AT 2:00 O'CLOCK P.M.

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

BEING known and designated as Lots Numbered Thirty-two (32), Thirty - three (33), and Thirty-four (34), in Section 65, as shown on Plat No. 2, of Outing Park, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, folio 102.

SAID property is located on the east side of Outing Avenue approximately fifty feet (50') south of Fifth Street and fronts southerly on the east side of Outing Avenue approximately seventy-five feet (75') with an even depth easterly of approximately one hundred feet (100') and is improved by a stucco over frame dwelling.

THE property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

TERMS OF SALE: Cash. A deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent and all other public charges, including spcial paving taxes, if any, to be adjusted to date of sale.

PAUL BEALL
JAMES H. WHITNEY
Trustees

ALEX COOPER
Auctioneer, Auots., Inc.
212 N. Calvert St.
Balto. 2, Md.
PLaza 2-4868

S-3

REPORT OF SALE

BOOK 157 PAGE 397

CAPITAL SAVINGS AND LOAN ASSOCIATION INC.

vs.

ALBERT W. JONES

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(Case No. 16,461)

To The Honorable Judge of the Circuit Court 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 the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

THE MARYLAND GAZETTE

a weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Friday the 4th day of September 1964, at 2:00 o'clock P.M. attend on the premises and then and there sold the said fee simple property known as Lots 32, 33, 34, Section 65, Outing Park, to The Sanbarlyn Company, at and for the sum of Six Thousand ($6,000.00) Dollars they having offered the highest price therefor.

Paul Beall
- Paul Beall -

James H. Whitney
- James H. Whitney -

Trustees

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this ninth day of September 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,

Antoinette M. Granese
Antoinette M. Granese, Notary Public.
My commission expires May 3, 1965

FILED
1964 SEP 11 AM 10:00

ORDER NISI

BOOK 157 PAGE 398

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

versus

ALBERT W. JONES

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,461 Equity

Ordered, this 11th day of September, 19 64, 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 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 $ 6,000.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Paul Beall, Atty.
(Final Order)

For the Maryland Gazette (Sept. 17th Edition)

Capital Savings and Loan Association Inc.

versus

Albert W. Jones

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 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 OCT 20 PM 12: 19

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,461 Equity
CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.
versus
ALBERT W. JONES

Ordered, this 11th day of September, 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 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 $6,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk
O-8

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 393

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,461
Albert W. Jones

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of October, 1964. The first insertion being made the 17th day of September, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 OCT 13 PM 2:18

By A. Hickman

No. M. G. 9384

15

In the Case of

CAPITAL SAVINGS & LOAN ASSOC., INC.

VS.

ALBERT W. JONES

In the

Circuit Court

For

Anne Arundel County

No. 16,461 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 NOV 19 PM 3:13 FILED

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 7th day of December, 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 DEC -7 AM 11:23

16

17

Dr. Mortgaged Real Estate of Albert W. Jones

In Acct. with Paul Beall & James H. Whitney, Trustees

						Cr.	
By	Amount of Sale as per Trustees' Report of Sale filed			6,000	00		
By	Interest 6% on deferred payment $5500.00 from 9/4/64 to 11/11/64			61	41		
	Adjustment taxes from 9/4/64 to12/31/64			27	50		
	Adjustment sanitary charges from 9/4/64 to 12/3/64			8	36		
						6,097	27
To	Trustees for fee, viz	75	00				
To	Trustees for commission, viz	210	00				
				285	00		
To	Trustees for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	25	00				
				63	00		
To	Trustees for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	95	52				
	Fidelity & Deposit Co. of Maryland - bond	28	00				
	Sunpapers - Advertising - Sale	38	90				
	Alex Cooper Auctioneers Inc. commission	210	00				
				372	42		
To	Capital Savings & Loan Assoc. Inc., Mortgagee on account of Mortgage claim filed	5,376	85				
				5,376	85		
						6,097	27
	Balance due on mortgage as per claim filed	6,438	96				
	Interest 6% thereon from 8/1/64 to 12/7/64	136	86				
		6,575	82				
	Credit amount allowed above	5,376	85				
	This amount subject to decree in personam	1,198	97				

NEWINGTON BUILDING AND SAVINGS ASSOCIATION, INCORPORATED	:	IN THE
VS.	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	:	IN EQUITY.
CARL W. EMERSON and HILDA M. EMERSON, his wife.	:	No. 16,444

MR. CLERK:

Please docket foreclosure case as above entitled and file the attached mortgage marked "Exhibit A."

Charles F. Rechner, Jr.

Charles F. Rechner, Jr.
Attorney named in the mortgage.

FILED
1964 JUL -2 AM 9:37

Complainants Exhibit A

No. 16,444 Equity

City—County Direct Reduction Form

BOOK 157 PAGE 403

BOOK 1688 PAGE 578

This Mortgage, Made this 23rd day of AUGUST, in the year one thousand, nine hundred and sixty-three, between CARL W. EMERSON and HILDA M. EMERSON, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagor, and NEWINGTON BUILDING AND SAVINGS ASSOCIATION, INCORPORATED, a body corporate, duly incorporated under the laws of Maryland, Mortgagee:

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of NINE THOUSAND AND 00/100ths ($9,000.00) 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 NINETY-FIVE ~ 00/100 Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum.

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

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all those two (2) lots of ground situate and lying in the Fifth Election District of Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lots Nos. 1 and 2, in Section "C" as laid out and shown on the Plat of Arundel Gardens which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 15, folio 5. The improvements thereon being known as No. 200 Holy Cross Road.

BEING the same lots or parcels of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, were granted and conveyed by Philip Richebourg and James M. Travers, Receivers, unto the within named Mortgagors, in fee simple.

Do Not Index In Chattels

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1964 JUL -2 AM 9:37

2

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

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

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

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

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

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

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or CHARLES F. RECHNER, JR., its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Fifty Dollars 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, themselves, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

J. Lloyd Wilkinson
J. LLOYD WILKINSON

Carl W. Emerson (SEAL)
Carl W. Emerson

Hilda M. Emerson (SEAL)
Hilda M. Emerson

(SEAL)

(SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 23rd day of AUGUST, 1963 before me, the subscriber, a Notary Public, of the State of Maryland in and for Baltimore City personally appeared CARL W. EMERSON and HILDA M. EMERSON, his wife, the within named Mortgagors,

and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared CARL E. GRIMMER, 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.

J. LLOYD WILKINSON NOTARY PUBLIC BALTIMORE, MD.

J. Lloyd Wilkinson
J. LLOYD WILKINSON Notary Public.

My Commission Expires MAY 3, 1965

Rec'd for record August 1 1963 at 4:40 P.M.
Mailed to Mortgagee

4

AFFIDAVIT OF NON-MILITARY SERVICE

No. 16,444 Equity

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this first day of July, 19 64, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Charles F. Rechner, Jr., Attorney for

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.)

Carl W. Emerson is employed in a factory and Hilda M. Emerson is a housewife with several small children,

and they 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 July, 19 64.

Notarial Seal

Edward S. Foster
EDWARD S. FOSTER Notary Public.

My Commission will expire on: May 3, 1965

Filed,

FILED
1964 JUL -2 AM 9:37

BOOK 157 PAGE 407

NEWINGTON BUILDING AND SAVINGS ASSOCIATION, INCORPORATED	:	IN THE
VS.	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
CARL W. EMERSON and HILDA M. EMERSON, his wife.	:	IN EQUITY . No. 16,444 Equity

STATEMENT OF MORTGAGE CLAIM

Original loan	$ 9,000.00
paid on principal	124.73
Balance unpaid -	$ 8,875.27
Interest to July 23, 1964	221.88
1964 taxes paid by mortgagee	202.81
Total	$ 9,299.96
Less expense deposits	163.20
Balance	$ 9,136.76.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on the 30th day of June, 1964, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared CARL E. GRIMMER, President of NEWINGTON BUILDING AND SAVINGS ASSOCIATION, INCORPORATED, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on its mortgage claim described herein and that said Association has not received any securities or satisfaction therefor other than the mortgage in said statement mentioned.

WITNESS my hand and notarial seal.

Notary Public.

FILED

1964 JUL -2 AM 9:37

Judicial 13—Maryland—Mortgagee's or Attorney's Bond (1-55)

Docket 22 Folio 91

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

BOOK 12 PAGE 471

No. 16,444 Equity

BOOK 157 PAGE 408

Newington Building and Savings Association, Inc.

vs

Carl W. Emerson and Hilda Emerson, h/w

BOND OF Attorney

TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, Charles F. Rechner,

200 Title 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 Nine Thousand Five Hundred and 00/100 - - - - - - - - - Dollars ($9,500.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 5th day of August, in the year of our Lord, nineteen hundred and sixty-four.

WHEREAS, the above bounden Charles F. Rechner

by virtue of the power contained in a mortgage from Carl W. Emerson and Hilda Emerson, h/w to Newington Building and Savings Association, Inc. bearing date the 23rd day of August, 19 63 and recorded among the Land Records of Anne Arundel County in Liber LWP No. 1688 Folio 578 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

Charles F. Rechner, 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.

Signed, sealed and delivered

in the presence of

Edward S. Foster

BY: Charles F. Rechner (SEAL)

Charles F. Rechner, Jr.

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth

Robert J. Noeth, Attorney In Fact

FILED

1964 AUG -6 AM 9:23

Bond approved this 6th day of August, 1964

Louis N. Phipps, Clerk

CHARLES F. RECHNER, JR.
Solicitor
200 Title Building
Balto. 2, Md.

Attorney's Sale

OF MODERN FEE-SIMPLE RANCH-TYPE DWELLING

No. 200 HOLY CROSS ROAD
Arundel Gardens, 5th Election District
Anne Arundel County, Md.

Under and by virtue of the power and authority contained in a mortgage from Carl W. Emerson and Hilda M. Emerson, his wife, to Newington Building and Savings Association, Incorporated, dated the 23rd day of August, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1688, folio 578, (default having occurred thereunder), the undersigned, the attorney named in mortgage, will sell at Public Auction on the premises, on

FRIDAY, AUGUST 7, 1964 AT 3:30 P.M.

ALL THOSE two (2) lots of ground situate and lying in the Fifth Election District of Anne Arundel County and described as follows:

BEING known and designated as Lots Nos. 1 and 2, in Section "C" as laid out and shown on the Plat of Arundel Gardens which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 15, folio 5. The improvements thereon being known as No. 200 Holy Cross Rd. Improved by a 1-story rancher with a full basement.

No. 8

TERMS OF SALE — A cash deposit of $500 will be required of purchaser at time and place of sale; balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, in Equity and to bear interest from the day of sale to day of settlement. Taxes and all other expenses, including Metropolitan Sanitary District liens, if any, to be adjusted to day of sale; cost of all documentary stamps to be borne by the purchaser.

Charles F. Rechner, Jr.
Attorney named in Mortgage.

ALEX COOPER
Auctioneers, Inc.
212 N. Calvert Street
PLaza 2-4868
Baltimore 2, Md.

A-6

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 409

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 7, 1964

We hereby certify, that the annexed

Attorney's Sale
Carl W. Emerson
200 Holy Cross Road
No. 16,444

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of August, 1964. The first insertion being made the 16th day of July 1964.

FILED
1964 AUG -7 PM 2:16

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 157 PAGE 410

Exhibit A

NEWINGTON BUILDING AND SAVINGS ASSOCIATION, INCORPORATED

VS.

CARL W. EMERSON and HILDA M. EMERSON, his wife

CHARLES F. RECHNER, JR.
Solicitor
200 Title Building
Balto. 2, Md.

Attorney's Sale

OF MODERN, FEE-SIMPLE RANCH-TYPE DWELLING

No. 200 HOLY CROSS ROAD
Arundel Gardens, 5th Election District
Anne Arundel County, Md.

Under and by virtue of the power and authority contained in a mortgage from Carl W. Emerson and Hilda M. Emerson, his wife, to Newington Building and Savings Association, Incorporated, dated the 23rd day of August, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1688, folio 578, (default having occurred thereunder), the undersigned, the attorney named in mortgage, will sell at Public Auction on the premises, on

FRIDAY, AUGUST 7, 1964 AT 3:30 P.M.

ALL THOSE two (2) lots of ground situate and lying in the Fifth Election District of Anne Arundel County and described as follows:

BEING known and designated as Lots Nos. 1 and 2, in Section "C" as laid out and shown on the Plat of Arundel Gardens which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 15, folio 5. The improvements thereon being known as No. 200 Holy Cross Rd. Improved by a 1-story rancher with a full basement.

TERMS OF SALE — A cash deposit of $500 will be required of purchaser at time and place of sale; balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, in Equity and to bear interest from the day of sale to day of settlement. Taxes and all other expenses, including Metropolitan Sanitary District liens, if any, to be adjusted to day of sale; cost of all documentary stamps to be borne by the purchaser.

Charles F. Rechner, Jr.
Attorney named in Mortgage:

ALEX COOPER
Auctioneers, Inc.
212 N. Calvert Street
PLaza 2-4868
Baltimore 2, Md.

A-6

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 7th day of August, 1964, sold the property described in the attached advertisement of sale at and for the sum of $ 8,800.00 to Newington Bldg. & Sav. Assn., Inc. by George J. Gonce, Agent he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper-Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 7th day of August 1964 purchased the property described in the attached advertisement of sale from Charles F. Rechner, Jr., Attorney named in Mortgage at and for the sum of $ 8,800.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Newington Building and Savings Association, Incorporated
By George J. Gonce Agent
Purchaser

Filed
1964 Aug 13 AM 9.34

BOOK 157 PAGE 411

NEWINGTON BUILDING AND SAVINGS ASSOCIATION, INCORPORATED	*	IN THE CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY
vs.	*	IN EQUITY
CARL W. EMERSON and HILDA M. EMERSON, his wife	*	Docket No. 22, folio 91 Case No. 16444

****

REPORT OF SALE

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

CHARLES F. RECHNER, JR., Attorney named in the Mortgage in the above entitled cause, respectfully represents unto Your Honor that, after giving bond with security 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 Attorney pursuant to said notice on the 7th day of August, 1964 at 3:30 o'clock P.M. did attend on the premises and then and there sold property 200 Holy Cross Road, being the property described in a Mortgage from Carl W. Emerson and wife to Newington Building and Savings Association, Incorporated dated August 23rd, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1688, folio 578, default having occurred thereunder, unto Newington Building and Savings Association, Incorporated, at and for the price of Eight Thousand Eight Hundred Dollars ($8,800.00), it being at that figure the highest bidder therefor, said property being more particularly described as follows:-

BEING known and designated as Lots Nos. 1 and 2, in Section "C" as laid out and shown on the Plat of Arundel Gardens which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 15, folio 5. The improvements thereon being known as No. 200 Holy Cross Road.

AND said Attorney further reports that the terms of the sale were as set forth in the advertisement in Exhibit "A" attached hereto and made a part hereof.

Respectfully submitted.

Charles F. Rechner, Jr. - Attorney

FILED

1964 AUG 13 AM 9:34

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

Before me, the subscriber, a Notary Public of the State of Maryland, this 12th day of August, 1964, personally appeared CHARLES F. RECHNER, JR., Attorney as above set forth, and made oath in due form of law that the matters and facts above set forth are true to the best of his knowledge, information and belief, and also that the sale herein reported was fairly made.

WITNESS: My hand and Notarial Seal.

Edward S. Foster
Notary Public

My commission expires: 5/3/65

EDWARD S. FOSTER

ORDER NISI

NEWINGTON BUILDING AND SAVINGS ASSOCIATION, INCORPORATED

versus

CARL W. EMERSON and HILDA M. EMERSON, his wife

BOOK 157 PAGE 413

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,444 Equity

Ordered, this 13th day of August, 1964, That the sale of the property in these proceedings mentioned made and reported by CHARLES F. RECHNER, JR., Attorney named in the Mortgage

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 $ 8,800.00

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

Charles F. Rechner, Jr., Atty. For: Maryland Gazette (Aug. 20th Edition)

(Final Order)

NEWINGTON BUILDING AND SAVINGS ASSOCIATION, INCORPORATED

versus

CARL W. EMERSON and HILDA M. EMERSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22nd day of September, 1964 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

V. Bern Duckett

JUDGE.

FILED

1964 SEP 22 PM 3:15

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,444 EQUITY
NEWINGTON BUILDING AND SAVINGS ASSOCIATION, INCORPORATED

versus

CARL W. EMERSON and
HILDA M. EMERSON, his wife

Ordered, this 13th day of August, 1964, That the sale of the property in these proceedings mentioned made and reported by CHARLES F. RECHNER, JR., Attorney named in the Mortgage 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 $8,800.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
S-10

1964 SEP 14 PM 2:51
FILED

No. M. G. 2272

13

OFFICE

Maryland Gazette

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

BOOK 157 PAGE 414

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 12, 1964

We hereby certify, that the annexed
Order Nisi
Eq. 16,444
Carl W. Emerson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of September, 1964. The first insertion being made the 20th day of August, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 157 PAGE 415

In the Case of

NEWINGTON BUILDING & SAVINGS, INC.

VS.

CARL W EMERSON AND
HILDA M. EMERSON, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,444 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 NOV -5 AM 11:42
FILED

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

15

Dr. Mortgaged Real Estate of Carl W. Emerson and

Hilda M. Emerson, his wife

In Acct. with Charles F. Rechner, Jr. Attorney Named in Mortgage

						Cr.	
By	Amount of Sale as per Attorney's Report						
	of Sale filed			8,800	00		
By	Interest, 6% on deferred payment from						
	8/7/64 to 9/29/64			83	48		
						8,883	48
To	Attorney for fee, viz	50	00				
To	Attorney for commission, viz	294	00				
				344	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	25	00				
				63	00		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	88	52				
	Sunpapers - Advertising - Sale	37	10				
	Riggs-Warfield Roloson - Bond	38	00				
	Alex Cooper Auctioneers Inc. - fee	25	00				
	Anne Arundel County Sanitary Commission						
	water bills	12	50				
				201	12		
To	Newington Building & Savings Assoc., Inc,						
	Mortgagee, on account of Mortgage claim	8,275	36				
				8,275	36		
						8,883	48
	Balance due on Mortgage as per claim filed	9,136	76				
	Interest 6% on principal balance $8914.88						
	from 7/24/64 to 11/15/64	164	93				
		9,301	69				
	Credit amount allowed above	8,275	36				
	This amount subject to decree in personam	1,026	33				

BOOK 157 PAGE 417

PETITION FOR FORECLOSURE

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
ERNEST BUTTNER, and KADRIN BUTTNER, his wife	*	No 16,495 Equity

* * * * *

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff respectfully represents

That on the 20th day of January A.D. 1964 the defendants executed and delivered to Vermont Federal Savings and Loan Association a mortgage upon certain fee simple property in the County of Anne Arundel, therein described, to secure the payment of the mortgage debt of $40,000.00 and interest as therein mentioned wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition, and owing to a breach of the covenants therein said mortgage is now in default.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage

And as in duty, &c.

W. R

WCG

WILLIAM C. ROGERS, Attorney for Plaintiff
113 E. Baltimore St.
Baltimore, Md. 21202
SA. 7-4456

WINSON G. GOTT, JR.,
Attorney for Plaintiff
Lee Building
Annapolis, Maryland

FILED

1964 JUL 31 AM 10: 17

City and County Form.

BOOK 157 PAGE 418

BOOK 1725 PAGE 527 No. 16,498 Equity

143321

This Mortgage, Made this 20th day of January, in the year one thousand, nine hundred and sixty-four ----------, between ERNEST BUTTNER and KADRIN BUTTNER, his wife, ----------

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

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of FORTY THOUSAND ----------($40,000.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, ~~being part of the purchase money for the property hereinafter described~~

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

By the payment of interest on said mortgage indebtedness and by the payment of ~~Dollars~~ expenses as set forth on page 3 hereof, commencing on the first day of March, 1964, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of ~~the aforesaid principal sum~~ expenses as aforesaid until one year from date hereof, at which date the entire balance of said Mortgage indebtedness shall be due and payable.

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

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

BEING KNOWN AND DESIGNATED as Lots Nos. 33 and 34, in Barrington, as the same are shown on the Plat of Barrington, which is duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 32, Folio 5, situate on the west side of Camion Road.

BEING for the second and known and designated as Lot No. 35, in Barrington as the same is shown on the Plat of Barrington, which is duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 32, Folio 5, situate on the east side of Camion Road.

BEING the thirdly described lots of ground which by Deed dated January the 8th, 1964, and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, were granted and conveyed by AVERY W. DARROW and ESTHER K. DARROW, his wife, and WILLIAM H. THORLEY and RUTH THORLEY, his wife, unto ERNEST BUTTNER.

THE property above described is the property of ERNEST BUTTNER and KADRIN BUTTNER, joins herein and executes this mortgage for the purpose of assuming the primary obligation, jointly and severally to pay said indebtedness and fulfill the covenants herein contained, said obligation to be the joint and several, the direct and primary, obligation of each of the parties Mortgagors hereto.

FILED

1964 JUL 31 AM 10: 17

JAN 31 1964

RECORDATION TAX ACT OF 1947 $55.00 — RECORDATION TAX ACT OF 1947 $22.00 — RECORDATION TAX ACT OF 1947 $11.00

88.00

P. C.—40307

Petitioner's Exhibit No. "1"

IT IS UNDERSTOOD AND AGREED, That the principal of this Mortgage may be prepaid in whole at anytime, provided that a prepayment charge of ONE HUNDRED DOLLARS ($100.00) for each lot shall be paid by the Mortgagor, together with interest to date of such prepayment, provided said Mortgage is not in default.

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

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

TO HAVE AND TO HOLD the said lot s -of ground and premises unto the said Mortgagee, its successors and assigns, ~~for all the rest and residue of the term of years yet to come and unexpired herein, with the benefit of renewal forever, subject to the payment of the yearly rent of $ payable in equal semi-annual instalments on the days of and in each and every year~~, forever in fee simple.

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

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (That together with, and in addition t he monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance public charges or assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the covenants or conditions hereof for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment; (11) that it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums on the first day of each month, as part of the regular monthly payment, by payment of a sum equal to one-twelfth (1/12) of such annual mortgage guaranty insurance premium in accordance with the provisions of (1) of the aforegoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor hereby agrees to repay the Mortgagee for such amount so advanced by the Mortgagee for such single premium.

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

AND the said Mortgagors, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, The Maryland Rules of Procedure, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do--- hereby (1) declare their -- assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagors do -- hereby (2) also authorize the said Mortgagee, its successors or assigns or **William C. Rogers** or **William C. Rogers, Jr.**, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other ~~terms as~~ the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of EIGHT HUNDRED ($800.00) ---Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagors, their ---- heirs, personal representatives, or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and cost shall be paid by the Mortgagors, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

The said 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:

Clayton S. Charewich

CLAYTON S. CHAREWICH

Ernest Buttner (SEAL)

ERNEST BUTTNER

Kadrin Buttner (SEAL)

KADRIN BUTTNER

5

BOOK 157 PAGE 421

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: BOOK 1725 PAGE 530

I HEREBY CERTIFY that on this 20th day of January, 1964, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared ERNEST BUTTNER and KADRIN BUTTNER, his wife, ---------- the Mortgagors--, named in the aforegoing mortgage, known to me, (or satisfactorily proven) to be the person s whose name ----is/are subscribed to the within mortgage, and who acknowledged that they -- executed the same for the purposes therein contained. At the same time also appeared E. TAYLOR BODEN ----------, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

11.00

CLAYTON S. CHAREWICH Notary Public.

My commission expires May 3rd ---------, 1965.

Rec'd for record Jan 21 1964 at 10:30 A.M.

Mailed to The Security Title Guarantee Corp. of Balto.

(4) B

MORTGAGE

FROM

ERNEST BUTTNER and KADRIN BUTTNER,

his wife, ----------

TO

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

Lawrence Duval

BLOCK NO. 21

Received for Record 21 Day Received for Record at 10:30 A.M. and the same day recorded in Liber at 10 o'clock A.M. Same day recorded in Liber No. 1126 Fol. 527 Land Records of Anne Arundel County

LOUIS N. PHIPPS, Clerk,

one of the 1126 - 527 Records of

and examined per

, Clerk.

Cost of Record, $ 88.00 11.00

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE

The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

FILE NO. 54178

WRITTEN BY Tag

FORM APPROVED

READY FOR RECORD

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	IN THE CIRCUIT COURT
VS.	*	FOR
ERNEST BUTTNER, and KADRIN BUTTNER, his wife		ANNE ARUNDEL COUNTY
		No. 16,495 Equity

* * * * *

STATEMENT OF MORTGAGE DEBT

The Statement of the Mortgage Claim of Vermont Federal Savings and Loan Association, under the mortgage from Ernest Buttner and Kadrin Buttner, his wife, to Vermont Federal Savings and Loan Association dated January 20, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N. P. No. 1725, Folio 527.

July 23, 1964

Ernest Buttner and wife
Lot 33 w/s, Lot 34 w/s, Lot 35 w/s
Barrington, Camion Road
Anne Arundel County, Maryland

Original amount of Loan	$40,000.00
Undisbursement	$10,500.00
	$29,500.00
Interest thru July, 1964	$ 442.50
	$29,942.50
Less amount of payments	$ 116.02
	$29,826.48

29500.00
116.02
383.48

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Joseph J. Turek
JOSEPH J. TUREK, Asst. Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 23rd day of July, 1964, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Joseph J. Turek, Asst. Vice President of Vermont Federal Savings and Loan Association, and made oath in due form of law that the aforegoing is a true and just statement of the amount of the Mortgage Claim in the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Herbert C. Moore
HERBERT C. MOORE, Notary Public

HERBERT C. MOORE NOTARY PUBLIC BALTIMORE, MD.

FILED
1964 JUL 31 AM 10: 17

BOOK 157 PAGE 423

DECREE FOR SALE OF MORTGAGE PREMISES

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	IN THE CIRCUIT COURT
vs.	*	FOR ANNE ARUNDEL COUNTY
ERNEST BUTTNER, and KADRIN BUTTNER, his wife	*	No. 16,193 Equity

* * * * *

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It, is, Thereupon, This 31st day of July, in the year nineteen hundred and sixty-four, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that William C. Rogers be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Forty Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily or weekly newspaper or newspapers published in the County of Anne Arundel, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, with a deposit of $750.00 on each of the three properties at the time of sale, or a deposit of $2,000.00 if all are sold as an entirety, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale, with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives and assigns, the property and estate to him, her or them, sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED

1964 JUL 31 PM 3:57

O. Bruce Crockett

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate
Plaintiff

VS.

ERNEST BUTTNER, and

KADRIN BUTTNER, his wife
Defendant

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

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

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, To Wit:

I HEREBY CERTIFY, that on the 27th day of August, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for BALTIMORE CITY (CITY) personally appeared William C. Rogers, Attorney for Vermont 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 Defendants are not in the Military Service of the United States of America;

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

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

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

HERBERT C. MOORE, Notary Public

WILLIAM C. ROGERS, Affiant

FILED
1964 AUG 28 AM 9:53

8

Fidelity and Deposit Company

HOME OFFICE, OF MARYLAND BALTIMORE 3 BOOK 12 PAGE 496

BOND NO. 56 75 288

No. 16,498 Equity

BOOK 157 PAGE 425

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers, 113 E. Baltimore Street, Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Forty Thousand and 00/100 ($40,000.00) ---------- 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 24th day of August in the year of our Lord one thousand nine hundred and sixty-four

WHEREAS, the above bounden William C. Rogers by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of Vermont Federal Savings and Loan Association

vs:

Ernest Buttner and Kadrin Buttner, h/w

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden William C. Rogers

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

Signed, sealed and delivered in the presence of:

Herbert C. Moore
HERBERT C. MOORE

William C. Rogers (SEAL)

(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 AUG 28 AM 9:53

Bond approved this 28th day of August, 1964

Louis W. Phipps, Clk.

9

WINSON G. GOTT, JR.
Lee Buil
Annapolis, Md.
and
WILLIAM C. ROGERS
113 E. Baltimore Street
Baltimore, Md.
Solicitors

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTIES

WITH THREE PARTIALLY CONSTRUCTED BRICK RANCH DWELLINGS THEREON LOCATED ON CAMION ROAD NEAR ELIOT ROAD, BARRINGTON, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

DIRECTIONS: East on Mountain Road to Brookfield (one block beyond Lake Shore Drive-In Movies) then approximately one mile south to Eliot Road, two blocks east to Camion Road.

1964 AUG 31 PM 4:16

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County, in Equity, in the case entitled Vermont Federal Savings and Loan Association, a body corporate, vs. Ernest Buttner and Kadrin Buttner, his wife (Decree for Sale of Mortgaged Premises), the undersigned Trustee will sell at Public Auction on the premises,

ON SAT., AUG. 29, 1964 BEGINNING AT 11:00 O'CLOCK A.M.

All those lots and improvements thereon situate and lying in Anne Arundel County and described in said mortgage as follows, to wit:

No. 10

BEING KNOWN AND DESIGNATED as Lots Nos. 33 and 34, in Barrington, as the same are shown on the Plat of Barrington, which is duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 32, folio 5, situate on the west side of Camion Road.

BEING KNOWN AND DESIGNATED as Lot No. 35, in Barrington as the same is shown on the aforesaid Plat of Barrington, situate on the east side of Camion Road.

The improvements consist of 3 partially completed brick ranch dwellings, one on each lot.

The properties will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

MANNER OF SALE: The three aforementioned properties will first be offered separately, and bids reserved, then offered as an entirety, and will be sold in the manner producing the greater amount of money.

OFFICE OF

Evening Capital

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

BOOK 157 PAGE 426

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 29, 1964

We hereby certify, that the annexed Trustee's Sale Ernest Buttner Located on Camion Road

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of August, 1964. The first insertion being made the 7th day of August, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

TERMS OF SALE: Cash, a deposit of $750.00 each if the lots are sold separately; or $2,000.00 if sold as an entirety, will be required of purchaser or purchasers at time of sale, balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County, 6 per cent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other charges are to be adjusted to day of sale.

WILLIAM C. ROGERS,
TRUSTEE
113 E. Baltimore Street
Baltimore, Maryland 21202
Sa. 7-4456

MICHAEL FOX,
Auctioneer

A-28

MICHAEL FOX . . . . . AUCTIONEER

BOOK 157 PAGE 428

WINSON G. GOTT, JR.
LEE BUILDING
ANNAPOLIS, MD.

and

WILLIAM C. ROGERS
113 E. BALTIMORE STREET
BALTIMORE, MD.
SOLICITORS

TRUSTEES' SALE

OF VALUABLE

Fee Simple Property

WITH THREE PARTIALLY
CONSTRUCTED BRICK RANCH DWELLINGS THEREON
LOCATED ON CAMION ROAD
NEAR ELIOT ROAD, BARRINGTON, THIRD ELECTION DISTRICT
OF ANNE ARUNDEL COUNTY, MARYLAND

DIRECTIONS: East on Mountain Road to Brookfield (one block beyond Lake Shore Drive-In Movies) then approximately one mile south to Eliot Road, two blocks east to Camion Road.

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County, in Equity, in the case entitled Vermont Federal Savings and Loan Association, a body corporate, vs. Ernest Buttner and Kadrin Buttner, his wife (Decree for Sale of Mortgaged Premises), the undersigned Trustee will sell at Public Auction on the premises, on

SATURDAY, AUGUST 29, 1964

BEGINNING AT 11:00 O'CLOCK A.M.

All those lots and improvements thereon situate and lying in Anne Arundel County and described in said mortgage as follows, to wit:

BEING KNOWN AND DESIGNATED as Lots Nos. 33 and 34, in Barrington, as the same are shown on the Plat of Barrington, which is duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 32, folio 5, situate on the west side of Camion Road.

BEING KNOWN AND DESIGNATED as Lot No. 35, in Barrington as the same is shown on the aforesaid Plat of Barrington, situate on the east side of Camion Road.

The improvements consist of 3 partially completed brick ranch dwellings, one on each lot.

The properties will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

MANNER OF SALE: The three aforementioned properties will first be offered separately, and bids reserved, then offered as an entirety, and will be sold in the manner producing the greater amount of money.

TERMS OF SALE: Cash, a deposit of $750.00 each if the lots are sold separately, or $2,000.00 if sold as an entirety, will be required of purchaser or purchasers at time of sale, balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County, 6 per cent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other charges are to be adjusted to day of sale.

WILLIAM C. ROGERS, TRUSTEE
113 E. Baltimore Street
Baltimore, Maryland 21202
SA. 7-4456

FILED
1964 SEP -3 PM 1:13

BOOK 157 PAGE 429

I hereby certify that I have this 29th day of August, 1964 sold the property described on the attached Handbill to Carl Keller at and for the sum of THIRTY-FIVE THOUSAND DOLLARS he being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Michael Fox, Auctioneer
By [signature]

I hereby certify that I, Carl Keller have on this 29th day of August, 1964, purchased the above described property from William C. Rogers, Trustee, at and for the sum of THIRTY-FIVE THOUSAND DOLLARS and I hereby agree to comply with the terms of sale as set forth in said Handbill.

[signature]

FILED
1964 SEP -3 PM 1:13

FILED
1964 SEP -3 PM 1:13

BOOK 157 PAGE 430

STATE OF MARYLAND, CITY OF BALTIMORE, Set:

I HEREBY CERTIFY, That on this 29th 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 Carl Keller CARL KELLER, 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 properties mentioned in the said Report of Sale.

Carl Keller (SEAL) (PLACE)
Purchaser
CARL KELLER

Michael Fox
Notary Public
MICHAEL FOX

(Rule BR 6-2 Sale of Real Property or Chattels Real and BR 6-C-3 Affidavit of Purchaser)
Page 519 & 520

MICHAEL FOX NOTARY PUBLIC BALTIMORE CO., MD.

FILED
1964 SEP -3 PM 1:13

13

BOOK 157 PAGE 431

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.		
ERNEST BUTTNER, and KADRIN BUTTNER, his wife	*	

* * * * *

REPORT OF SALE

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

The Report of Sale of William C. Rogers, Trustee, appointed by the decree in the above entitled cause, to make sale of Lot 33 w/s, Lot 34 w/s, Lot 35 e/s, Camion Road, Barrington, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Evening Capital, a daily newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee, William C. Rogers, did pursuant to said notice on Saturday, August 29, 1964, beginning at 11:00 o'clock A.M. attend on the premises and then and there sold as an entirety the fee simple property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this report, unto Carl Keller, at and for the sum of $35,000.00, which price was the highest amount bid for the property.

WILLIAM C. ROGERS, Trustee

WINSON G. GOTT, JR.
Lee Building
Annapolis, Md.
and
WILLIAM C. ROGERS
113 E. Baltimore Street
Baltimore, Md.
Solicitors

Trustee's Sale

FILED
1964 SEP -3 PM 1:13

BOOK 157 PAGE 432

OF VALUABLE FEE SIMPLE PROPERTIES

WITH THREE PARTIALLY CONSTRUCTED BRICK RANCH DWELLINGS THEREON LOCATED ON CAMION ROAD NEAR ELIOT ROAD, BARRINGTON, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

DIRECTIONS: East on Mountain Road to Brookfield (one block beyond Lake Shore Drive-In Movies) then approximately one mile south to Eliot Road, two blocks east to Camion Road.

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County, in Equity, in the case entitled Vermont Federal Savings and Loan Association, a body corporate, vs. Ernest Buttner and Kadrin Buttner, his wife (Decree for Sale of Mortgaged Premises), the undersigned Trustee will sell at Public Auction on the premises,

ON SAT., AUG. 29, 1964 BEGINNING AT 11:00 O'CLOCK A.M.

All those lots and improvements thereon situate and lying in Anne Arundel County and described in said mortgage as follows, to wit:

BEING KNOWN AND DESIGNATED as Lots Nos. 33 and 34, in Barrington, as the same are shown on the Plat of Barrington, which is duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 32, folio 5, situate on the west side of Camion Road.

BEING KNOWN AND DESIGNATED as Lot No. 35, in Barrington as the same is shown on the aforesaid Plat of Barrington, situate on the east side of Camion Road.

The Improvements consist of 3 partially completed brick ranch dwellings, one on each lot.

The properties will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

MANNER OF SALE: The three aforementioned properties will first be offered separately, and bids reserved, then offered as an entirety, and will be sold in the manner producing the greater amount of money.

TERMS OF SALE: Cash, a deposit of $750.00 each if the lots are sold separately, or $2,000.00 if sold as an entirety, will be required of purchaser or purchasers at time of sale, balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County, 6 per cent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other charges are to be adjusted to day of sale.

WILLIAM C. ROGERS,
TRUSTEE
113 E. Baltimore Street
Baltimore, Maryland 21202
Sa. 7-4456

MICHAEL FOX,
Auctioneer

A-23

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

BOOK 157 PAGE 433

I HEREBY CERTIFY, that on this 1st day of September, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Trustee and made Oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Herbert C. Moore

HERBERT C. MOORE, Notary Public

5

ORDER NISI

BOOK 157 PAGE 434

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

ERNEST BUTTNER, and KADRIN BUTTNER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,498 Equity

Ordered, this 3rd day of September, 1964, That the sale of the property in these proceedings mentioned made and reported by William C. Rogers, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of October next.

The report states that the amount of sale was $ 35,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

William C. Rogers, Atty. For: Evening Capital (Sept. 5th Edition)
(Final Order)

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

ERNEST BUTTNER, and KADRIN BUTTNER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of October, 19 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett
JUDGE.

FILED
1964 OCT -9 PM 12: 15

14.

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,498 Equity
VERMONT FEDERAL SAVINGS and LOAN ASSOCIATION, a body corporate
versus
ERNEST BUTTNER, and KADRIN BUTTNER, his wife

Ordered, this 3rd day of September, 1964, That the sale of the property in these proceedings mentioned made and reported by William C. Rogers, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of October next.

The report states that the amount of sale was $35,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

S-26

FILED
1964 SEP 28 PM 3:17

No. E. C. 1347

17

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 435

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 25, 1964

We hereby certify, that the annexed

Order Nisi Eq.
No. 16,498
Ernest Buttner

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 8th day of October, 1964. The first insertion being made the 5th day of September, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

In the Case of BOOK 157 PAGE 436

VERMONT FEDERAL SAVINGS AND LOAN ASSOC.

VS.

ERNEST BUTTNER, ET UX

In the

Circuit Court

For

Anne Arundel County

No. 16,498 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 25 AM 11:31

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 11th day of December, 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 DEC 11 AM 9:17

18

19

Dr. Mortgaged Real. Estate of Ernest Buttner and Kadrin Buttner, his wife

In Acct. with William C. Rogers, Trustee

Cr.

By	Amount of Sale as per Trustee's Report						
	of Sale filed			35,000	00		
By	Interest 6% on deferred payment $33,000.00						
	from 8/29/64 to 11/9/64			396	00		
By	Adjustment taxes from 8/29/64 to 12/31/64			18	53		
						35,414	53
To	Trustee for fee, viz	800	00				
To	Trustee for commission, viz	980	00				
				1,780	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	37	75				
	Auditor, this account	60	00				
				107	75		
To	Trustee for expenses, viz						
	Capital-Gazette Press Inc.						
	Advertising & Nisi - Sale	140	12				
	Speer Publishers Inc. Land bills	18	03				
	Sunpapers, Advertising - Sale	62	50				
	Fidelity & Deposit Co. of Maryland - bond	160	00				
	Michael Fox Auctioneer's fee	935	00				
	½ Federal and State Revenue stamps	57	75				
				1,373	40		
To	Vermont Federal Savings & Loan Assoc.,						
	Mortgagee in full, for Mortgage claim	29,826	48				
	Interest 6% on principal balance $29383.98						
	from 8/1/64 to 12/10/64	636	65				
				30,463	13		
To	Avery W. Darrow and Esther K. Darrow, his						
	wife and William H. Thorley and Ruth						
	Thorley, his wife, on account of second						
	Mortgage claim filed	1,690	25				
				1,690	25		
						35,414	53

BOOK 157 PAGE 438

H. Allen Mezger, Assignee	*	IN THE
VS	*	CIRCUIT COURT
	*	OF
Samuel C. Murray, Divorced	*	ANNE ARUNDEL COUNTY
	*	Equity No. 16,422

* * * * * * *

Mr. Clerk:

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

H. Allen Mezger,
Assignee

FILED
1964 JUN 19 AM 9:54

12.88
6.44
1.60
20.92

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

MORTGAGE FEE—CITY OR COUNTY—Form 16.

BOOK 157 PAGE 439 BOOK 1527 PAGE 93 No. 16,422 Equity

THIS MORTGAGE, Made this 12th day of October

in the year nineteen hundred and sixty-one by and between

Samuel C. Murray, divorced

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

John P. Helmer, widower , Mortgagee , of the second part:

Whereas, the said Mortgagor is justly indebted unto the said Mortgagee in the full sum of One Thousand Seven Hundred Seventy-One Dollars and eighty-eight cents ($1,771.88), being a loan secured by the property hereinafter described, which sum the said Mortgagor covenants to repay to the Mortgagee as follows: Interest at the rate of six percent (6%) per annum to be paid quarterly in the amount of Twenty Six Dollars and fifty-eight cents ($26.58); said interest payments to become due and payable on the dates of March 31, 1962, June 30, 1962, September 30, 1962; the principal sum together with any unpaid interest thereon to become due and payable on December 31, 1962. All said payments to be made at the office of Arundel Federal Savings & Loan Association, Patapsco & Fourth Sts, Baltimore 25, Md.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Samuel C. Murray, divorced

does grant and convey unto John P. Helmer, widower, his heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Third Election District, State & County aforesaid, and described as follows, to wit:—Beginning for the same at a stone being the original beginning stone of the tract of land conveyed to John Wesley Manns, etal, by Joseph Lauterbach by deed dated October 30, 1887, and recorded among the Land Records of Anne Arundel County in Liber S.H. 31, Folio 670; thence running for the first, second and third courses as follows: North 52 degrees ten minutes West 410.5 feet to a stone; thence North 22 degrees fifteen minutes East 1053.5 feet to a stake; thence North 52 degrees West 710.15 feet to a stone; thence 80 degrees East 888 feet to a stake now planted in the West line of the present right of way of the Maryland Electric Railway; thence running along said right of way South 16 degreed 05 minutes East 292 feet to where the present right of way line intersects the old right of way, and thence along the old right of way South 8 degrees East 592 feet to a stake now planted in the sixth and last line of the conveyance from Joseph Lauterbach to John Wesley Manns, etal, thence along said line South 29 degrees 35 minutes West 1120 feet to the beginning stone, containing 22 acres of land as shown on the plat filed with the said deed, and a survey made by Surveyor Gould, a competent and is marked Lot Number 3.

SAVING AND EXECPTING, however, all that Lot and parcel of ground containing one-half acre, more or less, granted and conveyed by Charles C. Manns and Mary M. Manns, his wife unto Nelson E. Faulcon, by deed dated

FILED

1964 JUN 19 AM 9:54

330

RECORDATION TAX ACT OF 1947 $1.00 $1.00

RECORDATION TAX ACT OF 1947 $2.00 $2.00

1961

July 10, 1910, and recorded among the Land Records of Anne Arundel County in Liber G.W. 83, Folio 8.

SAVING AND EXCEPTING, however, all that Lot and parcel of ground containing Two (2) acres, more or less, granted and conveyed by Samuel C. Murray, unmarried, to James H. Matthews and Clorissa V. Matthews, his wife, by deed dated December 3, 1954, and recorded among the Land Records of Anne Arundel County in Liber No. J.H.H. 887, folio 137.

SAVING AND EXCEPTING, however, all that Lot and parcel of ground containing 1.15 acres, more or less, granted and conveyed by Samuel C. Murray, divorced, to Herbert A. Thompson and Christine L. Thompson, his wife, by deed dated October 20, 1958, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1245, folio 233.

BEING also that same property which the said Mortgagor accquired from William O. Grieves, etal, by deed dated December 2, 1948, and Recorded among the Land Records of Anne Arundel County in Liber J.H.H. 887, Folio 137.

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 John P. Helmer, widower, his heirs and assigns, forever.

Provided, that if the said Samuel C. Murray, divorced, his

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of One Thousand Seven Hundred Seventy One and 88/100 - - - - - - - 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 his part part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorizes the said Mortgagee, his personal representatives, or assigns, or Joseph W. Hoy duly authorized Attorney or Agent

of the said Mortgagee , his personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred ($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 , his 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 , his heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor forhimself, his heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making 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 himself, his heirs, personal representatives and assigns, do es hereby covenant to pay, and the said Mortgagee, his personal representatives or assigns, or Joseph W. Hoy, 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, his 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 Samuel C. Murray 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 thereby mortgaged property to the amount of at least dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee , executors, administrators or assigns, to the extent of lien or claim hereunder.

Witness the hand and seal of said Mortgagor.

TEST:

Joseph W. Hoy
Joseph W. Hoy

Samuel C. Murray [SEAL]
Samuel C. Murray

[SEAL]

[SEAL]

State of Maryland, ANNE ARUNDEL COUNTY, , ss:

I Hereby Certify, that on this 12th day of October in the year one thousand nine hundred and sixty-one before me, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Samuel C. Murray, Divorced the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be his act. At the same time also appeared John P. Helmer, Mortgagee, and he 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.

Joseph W. Hoy
Joseph W. Hoy, Notary Public
My Commission expires May 6, 1963.

Mailed to Joseph W. Hoy

Filed for record Nov. 29, 1961 at 11:46 A.M.

700

BALTIMORE, MARYLAND

FOR VALUE RECEIVED, John P. Helmer hereby assigns the within mortgage unto H. Allen Mezger, Assignee, for the purposes of foreclsoure.

162374

IN TESTIMONY WHEREOF, I hereby execute these Presents on this 12 day of June, 1964.

John P. Helmer (SEAL)
John P. Helmer

ATTEST:

E. Jane Rusinek
E. Jane Rusinek

5M-8-57

SHORT ASSIGNMENT

OF MORTGAGE

FROM

John P. Helmer, Widower

TO

H. Allen Mezger, Assignee

Third Election District
Anne Arundel County

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

Per ____ Clerk.

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
ONE NORTH [illegible]
BALTIMORE 1, MD.

FILED FOR RECORD IN
AND RECORDED OF
ANNE ARUNDEL COUNTY
1964 JUN 17 AM 8:58
& RECORDED IN LIBER LNP
No. 157 FOLIO 94
LOUIS H. PHIPPS, CLERK

BOOK 157 PAGE 443

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

H. Allen Mezger, Assignee

vs.

Samuel C. Murray, Divorced

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

EQUITY NO. 16422

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.

John P. Helmer (SEAL)
John P. Helmer *Affiant.*

Subscribed and sworn to before me

this 30th day of June 1964

E. Jane Rusinek
Notary Public

E. Jane Rusinek

E. JANE RUSINEK NOTARY PUBLIC Anne Arundel County, Md.

My commission expires May 3rd, 1965.

FILED
1964 AUG -4 AM 10: 02

Jud. 14042. Assignee's MORTGAGEE OR ATTORNEYS' BOND

BOOK 157 PAGE 444

BOOK 12 PAGE 468

No. 16,422 Equity

Know all Men by these Presents:

THAT WE H. Allen Mezger

of Suite 419, One North Charles, Baltimore, Maryland 21201

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Five Hundred and No/100 ($1,500.00) - - - - - - - - - - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 31st *day of* July *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* SAMUEL C. MURRAY, DIVORCED

to JOHN P. HELMER, WIDOWER

dated October 21, 1961 *and recorded in Liber* LNP *No.* 1527 *folio* 93 *etc., one of the Land Record Books of* Anne Arundel County, Maryland, *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him* by assignment of power *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

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

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

ATTEST:

L. Pill (Witness as to Surety)

FILED
1964 AUG -4 AM 10: 02

Bond approved this 4th day of August, 1964

Louis M. Phipps, Clerk

7

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 445

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 7, 1964

We hereby certify, that the annexed

Assignee's Mortgage Sale

No. 16,422

Samuel C. Murry

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of August, 1964. The first insertion being made the 16th day of July, 1964.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1964 AUG -7 PM 2:16

By H. Tilghman

MEZGER & MEZGER
Attorneys
One North Charles
Baltimore 1, Maryland

Assignee's Mortgagee's Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

IMPROVED WITH A brick and frame dwelling containing four rooms, situate on Jennings Road off White Road near Robinson, Third Election District, Anne Arundel County, Maryland.

Under and by virute of the power of sale contained in the mortgage dated October 12th, 1961, from Samuel C. Murray, Divorced, said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1527, folio 93, and by mesne assignments thereof recorded at the foot of the aforesaid mortgage, the undersigned as Assignee, will offer for sale at public auction on the premises on;

FRIDAY, AUGUST 7th, 1964, AT 2:00 P.M.

the following described property:

BEGINNING FOR THE SAME at a stone, being the original beginning stone of the tract of land conveyed to John Wesley Manns, et al, by Joseph Lauterbach by deed dated the 30th day of October, 1887, and recorded among the Land Records in Liber SH No. 31, folio 670; thence running of the first, second and third courses as follows: North Fifty-two (52) degrees Ten (10) minutes West Four Hundred Ten and Five Tenths (410.5) feet to a stone; thence North Twenty-two (22) degrees, Fifteen (15 minutes East Ten Hundred Fifty-three and Five Tenths (1053.5) feet to a stake thence North Fifty-two (52) degrees West Seven Hundred Ten and Fifteen One Hundredths (710.15) feet to a stone; thence North Eighty (80) degrees East Eight Hundred Eighty - eight (888) feet to a stake now planted in the West line of the present right of way of the Maryland Electric Railway; thence running along said right of way South Sixteen (16) degrees Five (5) minutes East Two Hundred Ninety-two (292) feet to where the present right of way line interesects the old right of way, and thence along said old right of way South Eight (8) degrees East Five Hundred Ninety-two (592) feet to a stake now planted in the sixth and last line of the conveyance from Joseph Lauterbach to John Wesley Manns, et al, thence along said line South Twenty - nine (29) degrees Thirty-five (35) minutes West Eleven Hundred Twenty (1120) feet to the beginning stone containing Twenty-two (22; acres of land as shown on plat filed with said deed, and a survey made by Surveyor Gould, a competent surveyor, and is mareked Lot No. 3.

8

SAVING AND EXCEPTING, HOWEVER, all that lot and parcel of ground containing One half (½) acre, more or less, granted and conveyed by Charles C. Manns and Mary F. Manns, his wife, unto Nelson E. Faulcen, by deed dated July 10, 1910, and recorded among the Land Records of Anne Arundel County in Liber GW No. 83, folio 8.

AND FURTHER, SAVING AND EXCEPTING the land described in the following deeds:

1. Deed from Samuel C. Murray, unmarried, to James H. Matthews and wife, dated December 3, 1954, and recorded in Liber J.H.H. No. 887, folio 137.

2. Deed from Samuel C. Murray, unmarried, to Herbert A. Thompson and wife, dated October 20, 1958, and recorded in Liber G.T.C. No. 1245, folio 233.

3. Deed from Samuel C. Murray, unmarried, to James H. Matthews and wife, dated March 9, 1959, and recorded in Liber G.T.C. 1281, folio 582.

4. Deed from Samuel C. Murray, unmarried, to William H. Harris and wife, dated October 31, 1961, and recorded in Liber G.T.C. No. 1521, folio 373.

5. Deed from Samuel C. Murray, unmarried, to Edward Alston and wife, dated October 24, 1963, and recorded in Liber G.T.C. No. 1761, folio 536.

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 6 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

A-6

H. Allen Mezger, Assignee

vs.

Samuel C. Murray, Divorced

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity NO. 16422

* * * * * * * * *

CERTIFICATION

WE HEREBY CERTIFY, that on the 7th day of August, 1964, we sold at public auction for the highest price obtainable to John Listman and Jacqueline Mary Listman, his wife,- the property described as follows:

BEGINNING FOR THE SAME at a stone, being the original beginning stone of the tract of land conveyed to John Wesley Manns, et al, by Joseph Lauterbach by deed dated the 30th day of October, 1887, and recorded among the Land Records in Liber SH No. 31, folio 670; thence running of the first, second and third courses as fol-

lows: North Fifty-two (52) degrees Ten (10) minutes West Four Hundred Ten and Five Tenths (410.5) feet to a stone; thence North Twenty-two (22) degrees, Fifteen (15 minutes East Ten Hundred Fifty-three and Five Tenths (1053.5) feet to a stake thence North Fifty-two (52) degrees West Seven Hundred Ten and Fifteen One Hundredths (710.15) feet to a stone; thence North Eighty (80) degrees East Eight Hundred Eighty - eight (888) feet to a stake now planted in the West line of the present right of way of the Maryland Electric Railway; thence running along said right of way South Sixteen (16) degrees Five (5) minutes East Two Hundred Ninety-two (292) feet to where the present right of way line interesects the old right of way, and thence along said old right of way South Eight (8) degrees East Five Hundred Ninety-two (592) feet to a stake now planted in the sixth and last line of the conveyance from Joseph Lauterbach to John Wesley Manns, et al, thence along said line South Twenty - nine (29) degrees Thirty-five (35) minutes West Eleven Hundred Twenty (1120) feet to the beginning stone containing Twenty-two (22; acres of land as shown on plat filed with said deed, and a survey made by Surveyor Gould, a competent surveyor, and is mareked Lot No. 3.

SAVING AND EXCEPTING, HOWEVER, all that lot and parcel of ground containing One half (½) acre, more or less, granted and conveyed by Charles C. Manns and Mary F. Manns, his wife, unto Nelson E. Faulcen, by deed dated July 10, 1910, and recorded among the Land Records of Anne Arundel County in Liber GW No. 83, folio 8.

AND FURTHER, SAVING AND EXCEPTING the land described in the following deeds:

1. Deed from Samuel C. Murray, unmarried, to James H. Matthews and wife, dated December 3, 1954, and recorded in Liber J.H.H. No. 887, folio 137.

2. Deed from Samuel C. Murray, unmarried, to Herbert A. Thompson and wife, dated October 20, 1958, and recorded in Liber G.T.C. No. 1245, folio 233.

3. Deed from Samuel C. Murray, unmarried, to James H. Matthews and wife, dated March 9, 1959, and recorded in Liber G.T.C. 1281, folio 582.

4. Deed from Samuel C. Murray, unmarried, to William H. Harris and wife, dated October 31, 1961, and recorded in Liber G.T.C. No. 1521, folio 373.

5. Deed from Samuel C. Murray, unmarried, to Edward Alston and wife, dated October 24, 1963, and recorded in Liber G.T.C. No. 1761, folio 536.

at and for the price of Thirty-three Hundred ($3,300.00) 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: [signature]
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 $3300.00

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 7th day of August, 1964.
~~[illegible]~~

[signature] (SEAL)
John Listman

[signature] (SEAL)
Jacqueline Mary Listman

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

I HEREBY CERTIFY, That on this 7th day of August, 1964, before me, the subscriber, a Notary Public of the State and aforesaid, personally appeared JOHN M. MILLER, JR., President of E. T. Newell & Co., Inc., and John Listman and Jacqueline Mary Listman, his wife, - 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.

[signature]
Peyton Paul Phillips - - - Notary Public

My Commission Expires: May 3rd, 1965.

FILED
1964 AUG 10 AM 9:29

BOOK 157 PAGE 450

H. Allen Mezger,	*	IN THE
Assignee	*	CIRCUIT COURT
VS	*	FOR
Samuel C. Murray,	*	ANNE ARUNDEL COUNTY
Divorced	*	EQUITY NO. 16422

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Assignee, of the mortgage from Samuel C. Murray, Divorced, to John P. Helmer, Widower, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property there described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Assignee, did, pursuant of said notice, on Friday, August 7th, 1964, at 2:00 o'clock p.m. attend on the premises and then and there sold at public auction, all that lot of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to John Listman and Jacqueline Mary Listman, his wife, who was then and there the highest bidder, at and for the sum of Three Thousand Three Hundred and 00/100 ($3,300.00) Dollars, of which a deposit of Three Hundred Fifty and 00/100 ($350.00) 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 by purchasers.

H. Allen Mezger,
Assignee

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

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1964 AUG 10 AM 9:29

10

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 7th day of August, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city 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

Peyton Paul Phillips- - -Notary Public

My commission expires: May 3rd, 1965.

PEYTON PAUL PHILLIPS
NOTARY PUBLIC
BALTIMORE, MD.

ORDER NISI

H. ALLEN MEZGER, ASSIGNEE

versus

SAMUEL C. MURRAY, DIVORCED

BOOK 157 PAGE 452

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,422 Equity

Ordered, this 10th day of August, 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 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 $ 3,300.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

H. Allen Mezger, Attorney
(Final Order)

For: Maryland Gazette (August 13th Edition)

H. ALLEN MEZGER, ASSIGNEE

versus

SAMUEL C. MURRAY, DIVORCED

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18 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 Bowie Duckett
JUDGE.

FILED
1964 SEP 18 PM 2:25

12

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,422 Equity
H. ALLEN MEZGER, Assignee
versus
SAMUEL C. MURRAY, Divorced

Ordered, this 10th day of August, 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 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 $3,300.00.

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 157 PAGE 453

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 5, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,422
Samuel C. Murray

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 [illegible]

No. M. G. 4579

13

Jud. 14042. Assignee's BOND (Additional)

No. 90-876327

BOOK 12 PAGE 520

Know all Men by these Presents:

No. 16,422 Equity

BOOK 157 PAGE 454

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 One Thousand Eight Hundred and No/100 ($1,800.00) (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* September *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* SAMUEL C. MURRAY, DIVORCED

to JOHN P. HELMER, WIDOWER

dated October 12, 1961 *and recorded in Liber* LNP *No.* 1527 *folio* 93 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him* by assignment of power *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]

H, Allen Mezger

[SEAL]

MARYLAND CASUALTY COMPANY

By Joseph F. Howell

Joseph F. Howell, *Attorney-in-Fact.*

ATTEST: Elsie C Evans

Elsie C. Evans (Witness as to Surety)

Bond approved this 15 day of Sept, 1964

Louis N. Phipps, Clerk

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1964 SEP 15 AM 10: 37

14

BOOK 157 PAGE 455

In the Case of

H. ALLEN MEZGER, ASSIGNEE

VS.

SAMUEL C. MURRAY, DIVORCED

In the

Circuit Court

For

Anne Arundel County

No. 16,422 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 11th day of December, 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

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1964 DEC 11 AM 8:43

Dr. Mortgaged Real Estate of Samuel C. Murray, Divorced

In Acct. with H. Allen Mezger, Assignee

						Cr.	
By	Amount of Sale as per Assignee's Report						
	of Sale filed			3,300	00		
By	Interest 6% on deferred payment $2950.00						
	from 8/7/64 to 10/14/64			32	13		
						3,332	13
To	Assignee for fee, viz	100	00				
To	Assignee for commission, viz	129	00				
				229	00		
To	Assignee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	32	75				
	Auditor, this account	45	00				
				87	75		
To	Assignee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	162	00				
	Maryland Casualty Co. - bond	15	00				
	Clerk, recording short assignment	1	00				
	E. T. Newell Co., Inc. auctioneer's fee	134	00				
	Adjustment taxes from 8/7/64 to 12/31/64	16	75				
				328	75		
To	John P. Helmer, Mortgagor in full for						
	Mortgage claim filed	1,287	59				
	Interest 6% on principal balance						
	$1,265.88 from 9/1/64 to 12/7/64	20	93				
				1,308	52		
To	J. R. McCrone, Jr., Inc. for claim filed						
	as per Order of Court 9/18/64	300	00				
				300	00		
To	Conrad Listman, for claim filed as per						
	Order of Court 11/20/64	341	07				
				341	07		
To	Samuel C. Murray, Mortgagee, excess	737	04				
				737	04		
						3,332	13

VINCENT SERIO 107 Crane Higheay Glen Burnie, Maryland	*	
VS		
VINCENT GESAITIS AND MARY GESAITIS, HIS WIFE 739 W. Lexington Street Baltimore 1, Maryland and all other persons having or claiming to have any right, title, interest, estate or demand in and to all those lots of ground situate in the Third Election District of Anne Arundel County, being known and designated as lots #1, #2, #3, and #4, Block V, Marley Park Beach and being the same lots of ground which were conveyed to the said Vincent Gesaitis and Mary Gesaitis, his wife, by deed dated May 9, 1927, recorded among the Land Re- cords of Anne Arundel County in Liber FSR #12 fo. 450 from The Marley Park Beach Land Co.	* * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 1357

* * * * * * * * *

BILL OF COMPLAINT TO FORECLOSE
RIGHTS OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Vincent Serio, Complainant, by Arthur A. Anderson, Jr., his solicitor, respectfully shows unto this Honorable Court:

1. That on October 10, 1932, C. Albert Hodges, then Treasurer of Anne Arundel County, and Collector of County and State taxes for said County, sold at public auction, pursuant to the authority vested in him by Article 2, Sections 495 and 496, Code of Public Local Laws of Maryland, in force at that time, for unpaid and delinquent taxes, the lots of ground situate in the Third Election District of Anne Arundel County and designated as lots #1, #2, #3, and #4, in Block V, Marley, Park Beach; that said lots of ground were purchased at said sale by the County Commissioners of Anne Arundel County; that

ARTHUR A. ANDERSON, JR. ATTORNEY AT LAW ANNAPOLIS, MD.

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said sale was reported to the Circuit Court for Anne Arundel County and by said Court finally ratified on January 20, 1938; see Tax Sale No. 2482, proceedings recorded in Tax Sale Record FAM No. 13 fo. 133.

2. That by deed dated May 16, 1939, and recorded among the Land Records of Anne Arundel County in Liber JHH #200 fo. 124, C. Albert Hodges, late Treasurer of Anne Arundel County joined with the County Commissioners of Anne Arundel County and conveyed said lots of ground to William E. Klohr and Gladys A. Klohr, his wife.

3. That by deed dated April 17, 1946, and recorded among the Land Records of Anne Arundel County in Liber JHH #357 fo. 169, the said William E. Klohr and Gladys A. Klohr, his wife, conveyed said lots of ground to Anthony Serio, widower.

4. That by means of straw conveyancing, the said Anthony Serio, widower, vested title to said lots of ground in himself for and during his natural life with full powers of disposition and with remainder over, in the event he did not dispose of said lots of ground, to Vincent Serio, the Complainant herein; see deed dated April 2, 1948, recorded among the Land Records of Anne Arundel County in Liber JHH #497 fo. 184 from Michael Demyan, Trustee to Anthony Serio, a certified copy of which deed is annexed hereto and prayed to be taken as part hereof and marked "Complainant's Exhibit No. 1."

5. That Anthony Serio departed this life on February 20, 1953, without having disposed of said lots of ground and title thereto, under the terms of the aforementioned deed, vested in Vincent Serio the Complainant herein, in fee simple.

6. That the Complainant herein desires to avail himself of the right to foreclose all rights of redemption in said

ARTHUR A. ANDERSON, JR. ATTORNEY AT LAW ANNAPOLIS, MD.

property under the provisions of Sections 97 to 115 inclusive of Article 81 of the Annotated Code of Maryland (1957 Edition).

7. That in accordance with the provisions of Section 99 of Article 81, Edward N. C. Bradley, Treasurer of Anne Arundel County and Collector of State and County Taxes for said County, issued a Certificate of Tax Sale No.3225-B , dated August 6 , 1964, covering the fee simple property described as follows:

Lots 1-2-3-4, Block V
Marley Park Beach
assessed to
Vincent Gesaitis

and which description is substantially the same as the description appearing on the Collector's Tax Roll at the time of said Tax Sale on October 11, 1932, and is intended to describe the same property, the fee simple title to which is now vested in the Complainant herein as herein before set forth; the original of said Certificate of Tax Sale is annexed hereto and pray to be taken as a part hereof and marked "Complainant's Exhibit No. 2."

8. That, except for the tax sale aforementioned and the chain of title devolving therefrom as herein before recited, the said lots of ground known and designated as lots #1, #2, #3, and #4, Block V, Marley Park Beach still stands in the names of Vincent Gesaitis and Mary Gesaitis, his wife.

9. That although more than a year and a day from the date of the sale of said property has expired, the said property has not been redeemed by any party in interest and this proceeding to foreclose the rights of redemption therein

ARTHUR A. ANDERSON, JR. ATTORNEY AT LAW ANNAPOLIS, MD.

is brought within two years from the date of the issuance of the aforesaid Certificate of Tax Sale.

10. That the amount necessary for the redemption of the property hereinbefore described and referred to is the purchase price of said property as it appears on the face of the aforesaid Certificate of Tax Sale, together with interest thereon at the rate of six per cent (6%) per annum from the date of sale to the date of redemption, and all other taxes or public charges thereon accruing subsequent to the date of sale, together with interest and penalties thereon to the date of redemption, together with the total disbursements made by the Complainant herein in accordance with the provisions of Sections 110 and 111 of Article 81 of the Annotated Code of Maryland.

TO THE END THEREFORE:

a. That this Honorable Court may pass a final decree foreclosing all rights of redemption of all the Respondents herein and of all other persons having or claiming to have any interest in and to the hereinbefore described property.

b. That this Honorable Court may pass a final decree vesting in the Complainant an absolute and indefeasible title, in fee simple, in and to the hereinbefore described property and barring all rights of redemption, and foreclosing all prior or subsequent alienations and descents of said property and all encumbrances thereon, except public easements to which the property is subject and taxes and other public liens accruing subsequent to the date of the aforementioned tax sale.

c. That a writ of subpoena be issued to the Respondents Vincent Gesaitis and Mary Gesaitis, his wife, 739 W. Lexington Street, Baltimore 1, Maryland, commanding them to be and appear

ARTHUR A. ANDERSON, JR. ATTORNEY AT LAW ANNAPOLIS, MD.

in this Court on some day certain to be named therein and answer the said Bill of Complaint or redeem said property and abide by and perform such decrees or orders as may be passed therein and warning them that in the case of failure to do so a final decree will be rendered foreclosing all rights of redemption in the aforesaid property.

d. That an Order of Publication be passed giving notice to the Respondents, Vincent Gesaitis and Mary Gesaitis, his wife, and all other persons, known or unknown, having or claiming to have any interest in the aforesaid property, of the object and substance of this Bill of Complaint and warning them to be and appear in this court, in person or by solicitor, on or before the 5th day of November, 1964, and to show cause, if any they may have, why a decree or decrees should not be passed as prayed.

e. That the Complainant may have such other and further relief as the nature of his case may require.

AND AS IN DUTY BOUND, ETC.

Vincent Serio
Vincnet Serio, Complainant

Arthur A. Anderson, Jr.
ARTHUR A. ANDERSON, JR.
Solicitor for Complainant
200 Duke of Gloucester St.
Annapolis, Maryland
COlonial 8-1729

ARTHUR A. ANDERSON, JR. ATTORNEY AT LAW ANNAPOLIS, MD.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 26 day of August, 1964, before me, a Notary Public of the State of Maryland in and for aforesaid County, personally appeared Vincent Serio, Complainant, and made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint To Foreclose Rights of Redemption are true and correct.

Betty N. Grimes
Betty N. Grimes, Notary Public

BOOK 157 PAGE 462

No 3225-B CERTIFICATE OF TAX SALE #2482

I, Edward N. C. Bradley, successor to C. Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1932, I sold to A A Co Comm at public auction for the sum of 22.00 Dollars and ..... Cents, of which 22.00 Dollars has been paid as a deposit on the property in Dist 3 described as Lots 1-2-3-4- Blk 7) Marley Park Beach

and assessed to Vincent Gesaitis

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 12 1933, 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 6th day of August 1964

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 6th day of ~~October,~~ August 1964, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lowery
Notary Public.

My Commission Expires May 3, 1965

FILED
1964 AUG 26 PM 3:35

EXHIBIT #1

6

1989 AUG 28 PM 3:32

FILED

BOOK 157 PAGE 463

The County Commissioners of Anne Arundel County, hereby assign the within Certificate of Tax Sale to Vincent Serio..

As witness the hand of the County Commissioners of Anne Arundel County by Joseph F. Collinson, its President, and its corporate seal hereunto affixed.

TEST

Joseph M. Bretteren
Clerk

The County Commissioners of
Anne Arundel County

By Joseph F. Collinson Jr.
Joseph F. Collinson, President

Approved as to form and legal sufficiency
R. N. Hamblton
A. Co. Solicitor

LIBER 497 PAGE 184

BOOK 157 PAGE 464

No stamps required.

JdJr.

THIS DEED, Made this 2nd day of April, 1948, by and between Michael Demyan, Trustee, party of the first part, "GRANTOR"; and Anthony Serio, Life Tenant, with power to sell and otherwise dispose of the properties as hereinafter set forth; and Vincent Serio, Remainderman, as hereinafter set forth, parties of the second part, "GRANTEES".

WITNESSETH: That for and in consideration of the sum of Five Dollars and other good and valuable considerations, the said Michael Demyan, Trustee, in pursuance of the special trust and confidence reposed in him, does grant and convey the properties hereinafter mentioned unto the said Anthony Serio, Widower, for and during his natural life, with the full and absolute power to mortgage, sell, lease, grant, assign, convey and transfer the entire estate hereby conveyed, except by last will and testament, including the life estate and remainder hereinafter mentioned, without the consent or joinder of the remainderman, and in the event that the said Anthony Serio,Widower, does not, during his lifetime, dispose of the said properties as hereinbefore mentioned, then immediately upon his death, unto Vincent Serio, Unmarried, his heirs and assigns in fee simple, all those properties in Anne Arundel County, State of Maryland; and described as follows:

FIRST: Lot No. 17 Block 303, as shown on the Plat of Glen Burnie, No.3;same as described in deed recorded in Liber WNW 89, folio 43.

SECOND: Deed from Mary S. McGrath, Widow, to Anthony Serio, Widower, dated July 24, 1939 and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. 204, Folio 296.

THIRD: Deed from the County Commissioners of Anne Arundel County, a body corporate, to Anthony Serio, Widower, dated September 6, 1938 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 188, Folio 105.

EXHIBIT #2

FILED

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FOURTH: Deed from Thomas P. Shipley and Clara Shipley, his wife, dated March 9, 1939 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 197, Folio 133.

FIFTH: Deed from William E. Klohr and Gladys A. Klohr, his wife, dated April 17, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 357, Folio 169.

SIXTH: Deed from Benjamin Michaelson, et al to Anthony Serio, Widower, dated February 27, 1947 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 159, Folio 409.

SEVENTH: Deed from The Baltimore Company, a body corporate, to Anthony Serio, Widower, dated January 10, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 397, Folio 47.

EIGHTH: Deed from Rosario Maggio and Rosa Maggio, his wife, dated March 1, 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 173, Folio 371.

NINTH: Deed from C. Albert Hodges, et al to Anthony Serio, Widower, dated March 12, 1940 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 213, Folio 57.

TENTH: Deed from Samuel D. Helmick and wife to Anthony Serio, Widower, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 451, Folio 593.

BEING ALSO the same properties which the GRANTOR acquired from Anthony Serio, Widower, by deed of even date herewith, and intended to be recorded immediately prior hereto.

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 properties and premises unto and to the proper use and benefit of the said Anthony Serio, Widower, for and during his natural life, with full

and absolute power to mortgage, sell, grant, lease, assign, convey and transfer the entire estate hereby conveyed, except by last will and testament, including the life estate and remainder hereinafter mentioned without the consent or joinder of the remainderman, and in the event that the said Anthony Serio, Widower, does not, during his lifetime, dispose of said property as hereinbefore mentioned, then immediately upon his death, unto Vincent Serio, Unmarried, his heirs and assigns in fee simple.

WITNESS the hand and seal of the said GRANTOR.

WITNESS:

John Demyan Jr. — Michael Demyan (SEAL)

JOHN DEMYAN JR. — Michael Demyan, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 2nd day of April, 1948, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared Michael Demyan, Trustee, who acknowledged the aforegoing deed to be his act and deed as Trustee.

WITNESS my hand and Notarial Seal.

JOHN DEMYAN JR. NOTARY PUBLIC ANNE ARUNDEL CO.

John Demyan Jr.

JOHN DEMYAN JR.
Notary Public

Recorded- 27th-Oct-1948-at-2:35-P.M.

9

BOOK 157 PAGE 467

VINCENT SERIO
107 Crane Highway
Glen Burnie, Maryland

VS

VINCENT GESAITIS AND
MARY GESAITIS, HIS WIFE
739 W. Lexington Street
Baltimore 1, Maryland
and all other persons having
or claiming to have any
right, title, interest, estate
or demand in and to all those
lots of ground situate in the
Third Election District of
Anne Arundel County, being
known and designated as lots
#1, #2, #3, and #4, Block V,
Marley Park Beach, and being
the same lots of ground
which were conveyed to the
said Vincent Gesaitis and
Mary Gesaitis, his wife, by
deed dated May 9, 1927,
recorded among the Land Re-
cords of Anne Arundel County
in Liber FSR #12 fo. 450 from
The Marley Park Beach Land Co.

* IN THE

* CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY

* EQUITY NO. 16,333

* * * * * * * * *

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following described property in the Third Election District of Anne Arundel County, sold for taxes by C. Albert Hodges, County Treasurer and Collector of taxes for Anne Arundel County, and more particularly described as follows:

Lots #1, #2, #3, and #4, Block V, Marley Park Beach
Vincent Gesaitis and Mary Gesaitis
739 W. Lexington Street
Baltimore, Maryland

The Bill states, among other things, that the amount necessary for the redemption of said property herein described, has not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this 26th day of August, 1964, by the Circuit Court for Anne Arundel County in Equity Ordered

ARTHUR A. ANDERSON, JR. ATTORNEY AT LAW ANNAPOLIS, MD.

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that notice be given the insertion of a copy of this Order in one newspaper in Anne Arundel County once a week for four successive weeks (before the 5th day of November, 1964,) warning all persons interested or claiming to have an interest in said property to be and appear in this Honorable Court on or before the 5th day of November, 1964, and redeem said property or answer the Bill of Complaint herein filed, or thereafter a final decree shall be rendered foreclosing all rights of redemption in said property and vesting in the Complainant a fee simple title free and clear of all encumbrances.

Louis A. Phipps

ARTHUR A. ANDERSON, JR. ATTORNEY AT LAW ANNAPOLIS, MD.

Copy of Order of Publication received this 27 day of August, 1964, for Md Gazette

PER: Joseph Cox

ARTHUR A. ANDE N, JR.
Attorney At Law
200 Duke of Gloucester St.
Annapolis, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

EQUITY NO. 16,558

VINCENT SERIO
107 Crane Highway
Glen Burnie, Maryland

vs

VINCENT GESAITIS and MARY GESAITIS, his wife
739 W. Lexington Street Baltimore 1, Maryland and all other persons having or claiming to have any right, title, interest, estate or demand in and to all those lots of ground situate in the Third Election District of Anne Arundel County, being known and designated as lots No. 1, No. 2, No. 3, and No. 4, Block V, Marley Park Beach, and being the same lots of ground which were conveyed to the said Vincent Gesaitis and Mary Gesaitis, his wife, by deed dated May 9, 1927, recorded among the Land Records of Anne Arundel County in Liber FSR No. 12 fo. 450 from The Marley Park Beach Land Co.

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following described property in the Third Election District of Anne Arundel County, sold for taxes by C. Albert Hodges, County Treasurer and Collector of taxes for Anne Arundel County, and more particularly described as follows:

No. 12

Lots No. 1, No. 2, No. 3, and No. 4, Block V, Marley Park Beach
Vincent Gesaitis and Mary Gesaitis
739 W. Lexington Street
Baltimore, Maryland

The Bill states, among other things, that the amount necessary for the redemption of said property herein described, has not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this 26th day of August, 1964, by the Circuit Court for Anne Arundel County in Equity Ordered that notice be given the insertion of a copy of this Order in one newspaper in Anne Arundel County once a week for four successive weeks (before the 5th day of November, 1964,) warning all persons interested or claiming to have an interest in said property to be and appear in this Honorable Court on or before the 5th day of November, 1964, and redeem said property or answer the Bill of Complaint herein filed, or thereafter a final decree shall be rendered foreclosing all rights of redemption in said property and vesting in the Complainant a fee simple title free and clear of all encumbrances.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

S-24

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 469

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 25, 1964

We hereby certify, that the annexed Order of Publication Eq 16,558 Vincent Gesaitis

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 5th day of November, 1964. The first insertion being made the 3rd day of September, 1964.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1964 SEP 25 PM 4:20

By H. Tilghman

BOOK 157 PAGE 470

VINCENT SERIO

VS

VINCENT GESAITIS AND
MARY GESAITIS, HIS WIFE
739 W. Lexington St.
Baltimore 1, Maryland et al

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
EQUITY NO. 16,558

* * * * * * * * *

AFFIDAVIT OF EFFORTS TO LOCATE DEFENDANTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 9th day of November 1964, personally appeared before me, the subscriber, a Notary Plublic of the State of Maryland, in and for the County aforesaid, ARTHUR A. ANDERSON, JR., attorney for the Plaintiff and made oath in due for of law as follows:

That the present whereabouts of the Defendants Vincent Gesaitis and Mary Gesaitis, his wife, are unknown although I made diligent efforts to ascertain them; that I mailed a copy of the original Bill of Complaint and the Order of Publication to the said named Defendants at their last known address 739 W. Lexington Street, Baltimore 1, Maryland, by certified mail returned receipt requested showing the address to which delivered; that said certified letter was returned by the post office as undeliberable and marked "unknown at address" and said letter is hereunto attached; that the named Defendants are not listed in any of the local telephone or city directories and I have no knowledge of any person who might reasonably have knowledge as to the whereabouts of said Defendants.

Arthur A. Anderson Jr.
ARTHUR A. ANDERSON, JR., AFFIANT

Betty N. Grimes
Betty N. Grimes, Notary Public

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1964 NOV -9 AM 9:39

ARTHUR A. ANDERSON, JR. ATTORNEY AT LAW ANNAPOLIS, MD.

BOOK 157 PAGE 471

LAW OFFICE
ARTHUR A. ANDERSON, JR.
200 DUKE OF GLOUCESTER STREET
ANNAPOLIS, MARYLAND

ANNAPOLIS SEP 1 1964 MD

RETURNED TO WRITER

REASON CHECKED
Unclaimed ..... Refused
Addressee ..... Refused
Insufficient ..... Refused
No such street ..... number
No such office in state
Do not re-mail in this envelope

CERTIFIED
No. 546397
MAIL

Mr. Vincent Gesaitis and Mary Gesaitis, his wife
739 W. Lexington Street
Baltimore 1, Maryland

Returned Receipt Requested

RETURN RECEIPT REQUESTED SHOWING
ADDRESS TO WHICH DELIVERED

RETURN RECEIPT REQUESTED SHOWING
ADDRESS TO WHICH DELIVERED

UNKNOWN AT ADDRESS

3858 Sent
SEP 2 1964

BOOK 157 PAGE 472

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 9th day of November, 19 64, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Arthur A. Anderson, Jr. attorney for

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.)

Vincent Gesaitis and Mary Gesaitis, his wife, if still alive, would be at least in their mid sixties and 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 9th day of November, 1964.

Notarial Seal

Betty N. Grimes
BETTY N. GRIMES Notary Public

My Commission will expire on: Mary 5, 1964

Filed,

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1964 NOV -9 AM 9:39

14

BOOK 157 PAGE 473

Vincent Serio

vs.

Vincent Gesaitis and
Mary Gesaitis, his wife

No. 16,558 [redacted] - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondent, s Vincent Gesaitis and Mary Gesaitis, his wife, after order of publication duly published ([redacted]) ([redacted]), having failed to appear to the bill of complaint and answer same according to the command of the said order of publication ([redacted]).

It is, thereupon, this 9th day of November, 1964, 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.

Judge

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1964 NOV 10 AM 11:01

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VINCENT SERIO 107 Crain Highway Glen Burnie, Maryland	*	
VS	*	IN THE
VINCENT GESAITIS AND MARY GESAITIS, HIS WIFE 739 Lexington Street Baltimore 1, Maryland and all other persons having or claiming to have any right, title, interest, estate or demand in and to all those lots of ground situate in the Third Election District of Anne Arundel County, being known and designated as lots #1, #2, #3 and #4, Block V, Marley Park Beach and being the same lots of ground which were conveyed to the said Vincent Gesaitis and Mary Gesaitis, his wife, by deed dated May 9, 1927, recorded among the Land Re- cords of Anne Arundel County in Liber FSR #12 fo. 450 from The Marley Park Beach Land Co.	*	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 16,558

* * * * * * * * *

DECREE FOR FORECLOSURE OF RIGHTS OF REDEMPTION

The proceedings in the within case having been read and considered and the Defendants having been twice returned "non-sunt" and thereafter properly notified by an Order of Publication issued out of this Honorable Court on the 26th day of August, 1964, and proper Affidavit of efforts to locate said Defendants having been filed, and no redemption having been made nor answer filed by any party in interest;

It is this 11th day of December, 1964, ORDERED, ADJUDGED and DECREED by the Circuit Court for Anne Arundel County that the property hereinafter described and designated as Lots #1, #2, #3 and #4, Block V, Marley Park Beach and being the same lots of ground which were sold by C. Albert Hodges, then Treasurer of Anne Arundel County, to the County Commissioners

ARTHUR A. ANDERSON, JR. ATTORNEY AT LAW ANNAPOLIS, MD.

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of Anne Arundel County on October 10, 1932, are the property of Vincent Serio, and the same are hereby vested in the said Vincent Serio by an absolute and indefeasible title, in fee simple, free and clear of all prior or subsequent alienations or descents of said property and encumbrances thereon (except taxes and other public charges accruing subsequently to the date of sale and public assessments to which said lots of ground are subject), and all rights of the Defendants herein, their heirs, devisees and personal representatives, any of their heirs, devisees, executors, administrators, assigns or successors in right, title or interest, in and to said property, to the intent and purpose that the Deed (hereinafter mentioned) to be executed by Edward N. C. Bradley, Treasurer of Anne Arundel County and Collector of State and County Taxes for said County, shall convey to the said Vincent Serio a good and merchantable title, in fee simple, to the said lots of ground which are more particularly described as follows:

Being known and designated as Lots #1, #2, #3 and #4, in Block V, as shown on a Plat of Marley Park Beach, which said Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book #2 fo. 19.

And it is further ORDERED, ADJUDGED and DECREED by the Circuit Court for Anne Arundel County that the said Edward N. C. Bradley, Treasurer of Anne Arundel County and Collector of State and County taxes for Anne Arundel County shall, upon the payment of the balance of the purchase money due on account of the purchase price of the above described properties, together with all interest and penalties thereon accruing subsequently to the date of said sale, prepare and execute a deed conveying the aforementioned Lots #1, #2, #3 and #4, Block V, Marley Park Beach to Vincent Serio, in fee simple.

JUDGE

ARTHUR A. ANDERSON, JR. ATTORNEY AT LAW ANNAPOLIS, MD.

7

BRONKO B. GUKANOVICH Co-Administrator of the Estate of Borka Gukanovich Box 474 Severna Park, Maryland	*	IN THE
and	*	
NATALIE GUKANOVICH Co-Administrator of the Estate of Borka Gukanovich 105 Whip Lane Glen Burnie, Maryland	*	CIRCUIT COURT
Plaintiffs	*	
VS		
BRONKO B. GUKANOVICH and REGINA W. GUKANOVICH Box 474 Severna Park, Maryland	*	FOR
NATALIE GUKANOVICH 105 Whip Lane Glen Burnie, Maryland	*	
JULIA LENTZ and ROBERT LENTZ 3301 Northern Parkway Baltimore 14, Maryland	*	ANNE ARUNDEL COUNTY
JENNIE GRINDBERG and ARNOLD B. GRINDBERG 8120 Greenleaf Hyattsville, Maryland	*	
MIKE GUKANOVICH 921 Jeffrey Street Baltimore 25, Maryland	*	
Defendants	*	NO. 16,125 EQUITY

* * * * *

BILL OF COMPLAINT FOR SALE OF REAL AND PERSONAL PROPERTY OF INTESTATE AND ADMINISTRATION OF ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Plaintiffs, Co-Administrators of the Estate of Borka Gukanovich, deceased, late of Anne Arundel County, Maryland, by their attorney, John A. Blondell, complaining, say:

1. On July 24, 1962, Borka Gukanovich, late of Anne Arundel County, Maryland, died, intestate, leaving no widower,

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but leaving the following children surviving her as heirs at law, viz.:

(a) Natalie Gukanovich, daughter, who is not married.

(b) Mike Gukanovich, son, who is not married.

(c) Julia Lentz, daughter, who is married to Robert Lentz.

(d) Jennie Grindberg, daughter, who is married to Arnold B. Grindberg.

(e) Bronko B. Gukanovich, son, who is married to Regina W. Gukanovich.

All of the aforesaid heirs are over the age of Twenty One (21) years, are competent, and reside in the State of Maryland.

2. On September 11, 1962, letters of administration of all and singular the personal estate of Borka Gukanovich was granted by the Orphans' Court of Anne Arundel County to Complainants who by virtue thereof have possessed themselves of the personal estate of Borka Gukanovich; as will appear by reference to a certificate of letters of administration granted as aforesaid and filed as a part hereof as Exhibit A.

3. The deceased, at the time of her death, was indebted unto the State of Maryland and other persons in an amount which would far exceed the value of the personal estate of the deceased in the possession of Plaintiffs.

4. The inventory of personal property of the deceased has been made and appraised as follows:

Cash	$ 297.69
Personal Effects	439.50
Total	$ 737.19

5. Claims filed in the Estate of the deceased are as follows:

Farley Funeral Directors, burial of deceased	$ 995.50
Spring Grove State Hospital, care of deceased	2,187.20
Total	$ 3,182.70

6. Complainants are informed and believe that the personal estate is insufficient to discharge all the just debts due and owing by the intestate, Borka Gukanovich, at the time of her death, but intend to apply same to the payment of claims against the estate and the debts of the decedent so far as the same will extend.

7. The deceased, Borka Gukanovich, was seized and possessed of a lot of ground and improvements thereon known as Lot 59, Plat of Thompson Farms; being the same lot of ground which was granted and conveyed unto Zarko Gukanovich and Borka Gukanovich, his wife, by Deed dated October 19, 1930, from Charles H. Doing and Rosalie Doing, his wife, to Zarko Gukanovich and Borka Gukanovich, his wife, and recorded among the Land Records of Anne Arundel County in Liber FSR 81, folio 88, a certified copy of said Deed is attached hereto as Exhibit B.

8. Complainants believe that in order that the obligations of the estate may be justly and equitably liquidated, and that additional expenses and circuity of action may be avoided, this Honorable Court should assume jurisdiction over the further administration of the estate of Borka Gukanovich.

TO THE END, THEREFORE:

1. That the said personal estate of Borka Gukanovich, deceased, be applied in due course of administration in payment of the debts of the intestate.

2. That the said real estate of Borka Gukanovich, deceased, or so much thereof as may be necessary for the purpose, may be sold for the payment of so much of the debts of the de-

ceased which remain unsatisfied by the application of the proceeds from the sale of the personal estate as aforesaid.

3. That this Court appoint a Trustee to make whatever sales of the personal estate or real estate of the deceased the Court deems necessary and to distribute the proceeds of said sales, and to further administer the estate of Borka Gukanovich, deceased, under the direction and jurisdiction of this Court.

4. That Plaintiffs may have such other and further relief as their case may require.

AND, as in duty bound, etc.

Bronko B. Gukanovich
Bronko B. Gukanovich,
Co-Administrator of the
Estate of Borka Gukanovich

Natalie Gukanovich
Natalie Gukanovich,
Co-Administrator of the
Estate of Borka Gukanovich

John A. Blondell
John A. Blondell
77 Franklin Street
Annapolis, Maryland
COlonial 7-7200
Attorney for Plaintiffs

BOOK 157 PAGE 48

This Deed, made this 19th day of October in the year one thousand nine hundred and thirty by and between Charles H. Doing and Rosalie E. Doing, his wife of Baltimore City, in the State of Maryland, of the first part, and Zarko Kukanowich and Borka Kukanowich, his wife, of Anne Arundel County, in said State of the second part

Witnesseth that in consideration of the sum of five dollars and other valuable considerations, receipt whereof is hereby acknowledged the said Charles H. Doing and Rosalie E. Doing, his wife do grant and convey unto the said Zarko Kukanowich and Borka Kukanowich his wife as tenants by the entireties, their heirs and assigns, in fee-simple all that lot of ground, situate, lying and being in the County, aforesaid and described as follows that is to say

Being the same lot described in a deed to Charles H. Doing from George J. Novak and wife, dated March 1, 1930 and

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing.....Deed.....is truly taken and copied from Liber..F.S.R.. No.81..... folio..88..... 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..8th....day of....January... A. D., 1964

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

recorded among the Anne Arundel County land records in Liber J. S. R. No. 69, folio 104; and being also lot No. 59 on the Plat of Thompson Farms, recorded among said land records in Plat Book Section 3, folio 181.

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 grantees as tenants by the entireties, their 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 hands and seals of said grantors.

Test:
Regina Graham.

Charles H. Doing (Seal)
Rosalie E. Doing (Seal)

State of Maryland, Baltimore City, to wit:

I Hereby Certify, That on this 17th day of October, in the year one thousand nine hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid personally appeared Charles H. Doing and Rosalie E. Doing, his wife, the above named grantors, and each acknowledged the foregoing Deed to be their act.

As witness my hand and notarial seal.

Notary seal

Regina Graham
Notary Public

Recorded [illegible] A. M.

BOOK 157 PAGE 482

The State of Maryland

Anne Arundel County, Sc:

THE SUBSCRIBER, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records in his office, that *Letters of Administration* of all the goods, chattels, credits and personal Estate of Borka Gukanovich deceased, was on the 11" day of September in the year of our Lord one thousand nine hundred and sixty-two, granted and committed unto Natalie Gukanovich and Bronko Gukanovich who was then and there appointed Administrators of the said deceased, and that the above letters are now in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 3" day of February in the year of our Lord nineteen hundred and sixty-four

TEST:

Register of Wills for Anne Arundel County.

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BOOK 157 PAGE 483

BRONKO B. GUKANOVICH Co-Administrator of the Estate of Borka Gukanovich et al	*	IN THE
Plaintiffs	*	CIRCUIT COURT
VS	*	FOR
BRONKO B. GUKANOVICH and REGINA W. GUKANOVICH, et al	*	ANNE ARUNDEL COUNTY
Defendants	*	NO. 16,128 EQUITY

* * * * *

ANSWER OF MIKE GUKANOVICH

Mike Gukanovich, Defendant, in proper person, in answer to the Bill of Complaint exhibited against him, says:

1. That he admits the allegations contained in paragraphs one (1) through eight (8) of the Bill of Complaint.

2. That he submits to the jurisdiction of the Court and hereby consents to the relief prayed in the Bill of Complaint and to any decree that the Court deems fit and necessary to pass in the proceedings.

Mike Gukanovich

Mike Gukanovich

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BRONKO B. GUKANOVICH Co-Administrator of the Estate of Borka Gukanovich, et al	*	IN THE
	*	CIRCUIT COURT
Plaintiffs	*	FOR
VS	*	ANNE ARUNDEL COUNTY
BRONKO B. GUKANOVICH and REGINA W. GUKANOVICH, et al	*	NO. 16,128 EQUITY
	*	
Defendants	*	

* * * * *

ANSWER OF NATALIE GUKANOVICH

Natalie Gukanovich, Defendant, in proper person, in answer to the Bill of Complaint exhibited against her, says:

1. That she admits the allegations contained in paragraphs one (1) through eight (8) of the Bill of Complaint.

2. That she submits to the jurisdiction of the Court and hereby consents to the relief prayed in the Bill of Complaint and to any decree that the Court deems fit and necessary to pass in the proceedings.

Natalie Gukanovich

1964 MAR 10 AM 10:37

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BOOK 157 PAGE 485

BRONKO B. GUKANOVICH Co-Administrator of the Estate of Borka Gukanovich, et al Plaintiffs	*	IN THE CIRCUIT COURT FOR
VS	*	ANNE ARUNDEL COUNTY
BRONKO B. GUKANOVICH and REGINA W. GUKANOVICH, et al Defendants	*	NO. 16,128 EQUITY

* * * * *

ANSWER OF JENNIE GRINDBERG AND ARNOLD B. GRINDBERG

Jennie Grindberg, and Arnold B. Grindberg, Defendants, in proper person, in answer to the Bill of Complaint exhibited against them, say:

1. That they admit the allegations contained in paragraphs one (1) through eight (8) of the Bill of Complaint.

2. That they submit to the jurisdiction of the Court and hereby consent to the relief prayed in the Bill of Complaint and to any decree that the Court deems fit and necessary to pass in the proceedings.

Jennie Grindberg

Jennie Grindberg

Arnold B. Grindberg

Arnold B. Grindberg

MAR 10 AM 10:37

BRONKO B. GUKANOVICH Co-Administrator of the Estate of Borka Gukanovich, et al Plaintiffs VS BRONKO B. GUKANOVICH and REGINA W. GUKANOVICH, et al Defendants	* * * * * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 16,128 EQUITY

* * * * *

ANSWER OF BRONKO B. GUKANOVICH AND REGINA W. GUKANOVICH

Bronko B. Gukanovich, and Regina W. Gukanovich, Defendants, in proper person, in answer to the Bill of Complaint exhibited against them, say:

1. That they admit the allegations contained in paragraphs one (1) through eight (8) of the Bill of Complaint.

2. That they submit to the jurisdiction of the Court and hereby consent to the relief prayed in the Bill of Complaint and to any decree that the Court deems fit and necessary to pass in the proceedings.

Bronko B. Gukanovich

Bronko B. Gukanovich

Regina W. Gukanovich

Regina W. Gukanovich

FILED

1984 MAR 10 AM 10:37

11

BOOK 157 PAGE 487

BRONKO B. GUKANOVICH Co-Administrator of the Estate of Borka Gukanovich, et al	*	IN THE
	*	CIRCUIT COURT
Plaintiffs	*	FOR
	*	ANNE ARUNDEL COUNTY
VS	*	
BRONKO B. GUKANOVICH and REGINA W. GUKANOVICH, et al	*	NO. 16,128 EQUITY
Defendants	*	

* * * * *

ANSWER OF JULIA LENTZ AND ROBERT LENTZ

Julia Lentz and Robert Lentz, Defendants, in proper person, in answer to the Bill of Complaint exhibited against them, say:

1. That they admit the allegations contained in paragraphs one (1) through eight (8) of the Bill of Complaint.

2. That they submit to the jurisdiction of the Court and hereby consent to the relief prayed in the Bill of Complaint and to any decree that the Court deems fit and necessary to pass in the proceedings.

Julia Lentz

Robert Lentz

APR 14 PM 1:03

BRONKO B. GUKANOVICH, Co-Administrator of the Estate of Borka Gukanovich, et al Plaintiffs	:	IN
	:	THE CIRCUIT COURT
vs.	:	FOR
BRONKO B. GUKANOVICH, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 16,128 EQUITY

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

TESTIMONY TAKEN ON BEHALF OF THE PLAINTIFFS

May 8, 1964

Present:

Mr. John A. Blondell, Solicitor for Plaintiffs

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

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Edward N. C. Bradley, pages 2 - 4

William N. Baldwin, pages 5 - 7

Natalie Gukanovich, pages 8 - 11

Bronko Gukanovich, pages 12 - 14

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1964 JUN 10 PM 3:56

13

Edward N. C. Bradley, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Blondell)

1. State your name and address.

A. Edward N. C. Bradley, 500 Central Avenue, Glen Burnie.

2. Now Mr. Bradley, have you been connected with the assessment department of Anne Arundel County for some time?

A. I have.

3. How many years?

A. Eighteen.

4. And how many estates in the Orphan's Court for Anne Arundel County, in how many estates have you appraised real estate for the Court?

A. Oh, two or three hundred, I guess.

5. And have you been experienced in appraising real estate for a period of years?

A. About fourteen years.

6. In your capacity as assessor?

A. No, as appraiser.

7. Did you appraise the real estate in the estate of Borka Gukanovich?

A. I did.

8. And do you remember when that was done?

A. About two years ago, I think.

9. What does the real estate consist of?

A. A bungalow, a 24 by 36, with an open porch on the front, closed on the back, and full cellar, block basement, oil heat, asbestos siding.

10. How much land was involved?

A. Approximately an acre.

11. And at what figure did you appraise the house and land?

A. $8500.00.

12. And you say this was done when?

A. Somewhere about two years ago. I made the appraisal sometime after September of '62 and I made the appraisal as of the date of the death.

13. The date of death was about July of '62, is that correct?

A. That's correct.

14. So you made this after September the 11th of '62, is that right?

A. Yes.

15. And the value that you placed on the property was the value as of the date of the death of Borka Gukanovich which was July the 24th, 1962, is that right?

A. That's right.

16. Now did you appraise the personal property?

A. We did.

17. And what figure did you reach?

A. Total $439.50, and the bank account we got from you was $297.69, total $737.19.

18. Now are these your figures beside this list?

A. That's our figures.

15

19. And where did you get this list that I show you?

A. The list was given to us but we used our figures on that list and verified that the furniture was in the house. We were there and looked at every piece of it.

20. Who accompanied you?

A. Miss Gukanovich.

21. And who else?

A. Mr. Baldwin.

22. These are the figures that you and Mr. Baldwin agreed to?

A. That's correct.

(LIST OF PERSONAL PROPERTY FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

23. Mr. Bradley, is this property described as Lot 59 as shown on plat of Thompson Farms?

A. Thompson Farms.

24. And that is the same property, is it not, that is also in a Deed from Charles H. Doing and wife to Zarko Gukanovich and Borka Gukanovich, his wife, dated October 19, 1930 and recorded in FSR 81, folio 88, is that correct?

A. That's right.

25. When you examined the property in question was anyone living in this bungalow?

A. As far as I know it was vacant because we met the daughter there.

16

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 Earl M. Bradley

William N. Baldwin, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Blondell)

1. State your name and address, please?

A. William N. Baldwin, 180 Prince George Street, Annapolis, Maryland.

2. Would you state what experience you have had in appraising real estate?

A. Well I have had over the past, possibly ten years, quite often appraised property for the Orphan's Court for inheritance tax.

3. Well how many cases?

A. About how many cases?

4. Yes.

A. Maybe two hundred.

5. Have you had any other experience other than that in appraising real estate?

A. I wouldn't say too much.

6. Now did you accompany Mr. Bradley?

A. Yes, I accompanied Mr. Bradley on that date that we appraised the property.

7. And that was shortly after September 11th of '62?

A. I have it down here, not the specific date, but compared with another date that would be just about the time.

8. And that was Lot 59 of Thompson Farms?

A. Thompson Farms, Fourth District.

9. In the estate of Borka Gukanovich?

A. Yes.

10. Now what did that property consist of?

A. One lot and improvements thereon. I think if I remember correctly it was very close to an acre with a house on it.

11. And in what condition was the house?

A. In fair condition.

12. How many rooms in the house approximately, do you remember?

A. I have a little description of the house, 24 by 36 with a porch in the rear and a porch in the front. The porch in front is open and the little porch in the rear was closed. Now my memory says four rooms.

13. And did you assess the house as of the date of death of Borka Gukanovich which was July 24th, '62?

A. Yes.

14. And what value did you reach?

A. On the land and improvements, $8500.00.

15. Now did you examine the personal property in the estate of Borka Gukanovich?

A. Yes.

16. And let me refer you to Exhibit No. 1 which was introduced in this testimony and ask you if this is a list of her personal property?

A. This is a list that we appraised individually and verified and these are my figures here of the valuation of the various items.

17. And that's the valuation that you and Mr. Bradley reached jointly?

19

A. Yes.

18. And they are your figures?

A. Yes, sir.

19. Now what value of the personal property in the estate did you reach?

A. It was $439.50.

20. And that added with what was found to be on deposit in the bank gives you a total of what?

A. $737.19.

(Mr. Rouse)

1. And the figure of $8500.00 that you placed on the house and lot represented your opinion of its fair value as of the date of death, is that correct?

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 [illegible]

Natalie Gukanovich, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Blondell)

1. State your name and address, please.

A. Natalie Gukanovich, 105 Whip Lane, Glen Burnie, Maryland.

2. And are you the co-administrator of Borka Gukanovich?

A. Yes, I am.

3. Having been appointed on September the 11th, 1962?

A. Yes, sir.

4. Now at the time of the death of Borka Gukanovich what real estate and personal property did she leave?

A. Well the house.

5. The house at Lot 59 Thompson Farms?

A. Yes.

6. Consisting of one dwelling with less than an acre, a little less than an acre?

A. Yes, sir.

7. And that was conveyed to Borka Gukanovich and Zarko Gukanovich on October the 19th, 1930?

A. Yes, sir.

8. By a Deed from Charles H. Doing and Rosalie Doing, recorded among the Land Records in Liber FSR 81, folio 88, is that right?

A. Yes, sir.

9. Now the personal property was listed by whom, who took -

A. Actually I made up the list.

10. And gave it to the appraisers?

A. Yes, sir.

11. And they appraised it?

A. Yes.

12. I hand you now exhibit 1 that we have introduced this morning, is that a copy of the list that you gave them?

A. Yes, sir, it is.

13. Now did you discover any other personal assets other than the bank account and the list of personal property which was introduced this morning?

A. No.

14. Any other real estate other than what we have had evaluated by Mr. Bradley and Baldwin?

A. No, sir.

15. Now you are aware, aren't you, of some claims which have been placed in the estate?

A. Yes.

16. One of which is the State of Maryland Division of Reimbursements, isn't that correct?

A. Yes, sir.

17. And what is that for?

A. Actually my mother was in the hospital at Spring Grove.

18. At Spring Grove?

A. Yes, when she was ill, yes.

19. And over what period of time was that?

A. Gosh, I don't know actually how far back or even the first time that she actually went in. It was over a period, I mean,

she would go in -

(Mr. Rouse)

1. Well the total amount of the claim is $2,187.20, is that right?

A. Yes, sir.

(Mr. Blondell)

20. What other bills are outstanding?

A. The funeral bill.

21. And the amount of that is?

A. $995.50.

22. And there are other bills that are outstanding?

A. Well sundry bills, I mean electric bill and taxes that are due.

23. On the real estate?

A. Yes.

24. Any other bills?

A. Insurance.

25. Fire insurance?

A. Fire insurance, fuel oil, electric.

26. Now the bills which are outstanding can they be satisfied by the personal assets in the estate?

A. No, sir, not by the personal assets.

27. Do you feel that it is necessary to have the personalty and the realty sold and the proceeds applied to these debts that are outstanding?

A. Yes, sir.

28. The heirs of Borka Gukanovich are whom?

A. Bronko Gukanovich, Mike Gukanovich, Mrs. Jennie Grindberg, Mrs. Julia Lentz, and myself, Natalie Gukanovich.

29. And all those people are over twenty one years of age?

A. Yes, sir.

30. And they are competent, that is, they have not been adjudged to be insane?

A. Oh, no sir.

(Mr. Rouse)

2. And your mother was predeceased by your father, is that correct?

A. Yes, that's 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 Natalie Gukanovich

Bronko Gukanovich, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Blondell)

1. Bronko, state your full name and address.

A. Bronko Bernard Gukanovich, 1302 North Road, Severna Park, Maryland.

2. You were appointed co-administrator of the estate of your mother, Borka Gukanovich, were you not?

A. Yes.

3. And that was on September the 11th, 1962?

A. That's what is says, yes.

4. And what property was in the estate of your mother, Borka Gukanovich,when she died?

A. House, land, the furnishings inside the house.

5. Alright, now what does the house consist of?

A. It is a six room house, porch on each end of it, a basement, furnace.

6. Was that the only real estate that your mother owned at the time of her death?

A. Yes.

7. And that was granted to her and her husband, Zarko Gukanovich, by a Deed of October 19, 1930 from Charles H. Doing and Rosalie Doing?

A. Right.

8. And it is known as Lot 59, Thompson Farms, is that correct?

A. Right.

9. Now how much land is there?

A. About an acre.

10. And your father, Zarko Gukanovich, predeceased your mother, is that correct?

A. That's correct.

11. What personal assets were in the estate when your mother died?

A. The money that was in the bank.

12. That was how much?

A. $297.69.

13. And the personal effects was how much?

A. $439.50.

14. Totaled what?

A. $737.19.

15. The real estate was appraised at $8500.00, is that correct?

A. Yes, sir.

16. Now there are some debts outstanding in the estate?

A. That's right.

17. And those are what?

A. Funeral of Borka Gukanovich, hospital bill.

18. Funeral runs to $995.50?

A. Right.

19. And the hospital is $2,187.20?

A. Right.

20. Plus other debts since then, is that correct?

A. That's correct.

21. At the time of her death?

A. That's right.

22. And they consisted of insurance on the property, taxes-

A. Electric bill and fuel oil bill and etc. and etc.

23. Now there have been claims filed in the estate, haven't there, for the funeral bill and the hospital bill?

A. Correct.

24. Now do you feel in order to pay these debts that it is necessary to sell the real and personal property of the estate?

A. It looks like from here it is the only way you can do it.

25. And who are the heirs of Borka Gukanovich?

A. Natalie Gukanovich, Mike Gukanovich, Julia Lentz, Jennie Grindberg and myself.

26. Did your mother have any children that predeceased her?

A. No.

27. All these heirs that you have named are children, are they not?

A. That's right.

28. And these are the only children that she has had?

A. That's right.

29. All of these people are over twenty one, aren't they?

A. Right.

30. And they have not been adjudged insane, have they?

A. No, sir.

(COPY OF NOTICE TO DEFENDANTS FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

QUESTION BY THE EXAMINER:

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

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

Answer No

Signature Banks B Johnson

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 10th day of ~~May,~~ June, 1964.

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

J.R. $25.00

S.M. $14.00 Pd
J.M.

31

BOOK 157 PAGE 507

BRONKO B. GUKANOVICH Co-Administrator of the Estate of Borka Gukanovich, et al	*	IN THE CIRCUIT COURT
Plaintiffs	*	FOR
VS		ANNE ARUNDEL COUNTY
BRONKO B. GUKANOVICH, et al		NO. 16,128 ~~LAW~~ Equity
Defendants	*	

* * * * * * *

NOTICE OF TIME AND PLACE OF TAKING TESTIMONY

IN SUPPORT OF BILL OF COMPLAINT

TO: BRONKO B. GUKANOVICH and
REGINA W. GUKANOVICH
Box 474
Severna Park, Maryland

NATALIE GUKANOVICH
105 Whip Lane
Glen Burnie, Maryland

MIKE GUKANOVICH
921 Jeffrey Street
Baltimore 25, Maryland

JULIA LENTZ and
ROBERT LENTZ
3301 Northern Parkway
Baltimore 14, Maryland

JENNIE GRINDBERG and
ARNOLD B. GRINDBERG
8120 Greenleaf
Hyattsville, Maryland

Testimony will be taken before John G. Rouse, Court Examiner, in support of the allegations of the Bill of Complaint for Sale of Real and Personal Property of Intestate and Administration of Estate, on May 8, 1964, at 9:30 a.m., Court Examiner's Office, Second Floor, Court House, Annapolis, Maryland.

Your presence is not required, but if you desire to attend and/or submit testimony, you may do so.

John A. Blondell

John A. Blondell
1 Central Avenue, S. W.
Glen Burnie, Maryland
SOuthfield 6-8370
Attorneys for Plaintiffs

FILED
1964 JUN 10 PM 3:55

#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)

Mrs. Robert Lentz

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: 5-2-64

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

C55—16—71548-4

No. 736313

RECEIPT

SENT TO: Mr. and Mrs. Robert Lentz

STREET AND NO.: 3301 Northern Parkway

CITY AND STATE: Baltimore 14, Maryland

If you want a return receipt ... [X] 10¢ shows to whom and when delivered ... If you want restricted delivery, check here

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800 Dec. 1930 — CAUTION—NOT FOR INTERNATIONAL MAIL

POSTMARK OR DATE: 4/29/64

(See other side)

INSTRUCTIONS TO DELIVERING EMPLOYEE

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

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

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

Mike Gukanovich

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Frank Carrara

DATE DELIVERED: 11-5-64

SHOW WHERE DELIVERED (only if requested)

C55—16—71548-5—F GPO

No. 736314

RECEIPT

SENT TO: Mr. Mike Gukanovich

STREET AND NO.: 921 Jeffrey Street

CITY AND STATE: Baltimore 25, Maryland

If you want a return receipt ... [X] 10¢ shows to whom and when delivered ... If you want restricted delivery, check here

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800 Dec. 1930 — CAUTION—NOT FOR INTERNATIONAL MAIL

POSTMARK OR DATE: 4/29/64

(See other side)

INSTRUCTIONS TO DELIVERING EMPLOYEE

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

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

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

Bronko B. Gukanovich

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: 5-1-64

SHOW WHERE DELIVERED (only if requested)

C55—16—71548-5—F GPO

No. 736284

RECEIPT

SENT TO: Mr. and Mrs. Bronko B. Gukanovich

STREET AND NO.: Box 474

CITY AND STATE: Severna Park, Maryland

If you want a return receipt ... [X] 10¢ shows to whom and when delivered ... If you want restricted delivery, check here

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800 Dec. 1930 — CAUTION—NOT FOR INTERNATIONAL MAIL

POSTMARK OR DATE: 4/29/64

(See other side)

INSTRUCTIONS TO DELIVERING EMPLOYEE

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

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

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

Miss Natalie Gukanovich

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: May 2, 1964

SHOW WHERE DELIVERED (only if requested)

13/Baker

C55—16—71548-5—F GPO

No. 736285

RECEIPT

SENT TO: Miss Natalie Gukanovich

STREET AND NO.: 105 Whip Lane

CITY AND STATE: Glen Burnie, Maryland

If you want a return receipt ... [X] 10¢ shows to whom and when delivered ... If you want restricted delivery, check here ☐ 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800 Dec. 1930 — CAUTION—NOT FOR INTERNATIONAL MAIL

POSTMARK OR DATE: 4/29/64

(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)*

[signature]

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: 5-2-64

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

No. 736316

C55—16—71548-

RECEIPT FOR [illegible] 20¢

SENT TO

Mr. and Mrs. Arnold B. Grindberg

STREET AND NO.

8120 Greenleaf

CITY AND STATE

Hyattsville, Maryland

POSTMARK OR DATE: 4/29/64

If you want a return receipt check [illegible]

[X] *10¢ shows to whom and when delivered* ☐ *35¢ shows to whom, when, and [illegible]* *If you want restricted delivery, check here* ☐ *50¢ [illegible]*

FEES ADDITIONAL TO [illegible] FEE

POD Form [illegible] Dec. 1960

CAUTION—NOT FOR [illegible]

(See other side)

INSTRUCTIONS TO DELIVERING EMPLOYEE

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

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

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

Julia Lentz

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: 11-6-64

SHOW WHERE DELIVERED *(only if requested)*

INSTRUCTIONS TO DELIVERING EMPLOYEE

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

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

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

Robert Lentz

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Julia Lentz

DATE DELIVERED: 11-6-64

SHOW WHERE DELIVERED *(only if requested)*

C55—16—71548-5—F GPO

INSTRUCTIONS TO DELIVERING EMPLOYEE

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

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

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

Mrs. A. Grindberg [illegible]
8121 Greenleaf Rd [illegible]

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

8125 Greenleaf
Mrs. [illegible]

DATE DELIVERED: 11-5-64

SHOW WHERE DELIVERED *(only if requested)*

JW

C55—18—71548-5—F GPO

INSTRUCTIONS TO DELIVERING EMPLOYEE

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

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

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

8121 Greenleaf Rd
Arnold Grindberg

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

8125 Greenleaf
Mrs. [illegible]

DATE DELIVERED: 11-5-64

SHOW WHERE DELIVERED *(only if requested)*

JWW

C55—16—71548-5—F GPO

BRONKO B. GUKANOVICH Co-Administrator of the Estate of Borka Gukanovich, et al.	*	IN THE CIRCUIT COURT
Plaintiffs	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
BRONKO B. GUKANOVICH, et al	*	NO. 16,128 Equity
Defendants	*	

* * * * *

CERTIFICATE OF GIVING NOTICE OF TIME AND PLACE OF TAKING TESTIMONY

I HEREBY CERTIFY that a copy of the attached Notice of time and Place of Taking Testimony was received by the parties indicated thereon with exception as to Mike Gukanovich. The Notice to Mike Gukanovich was returned unclaimed.

I FURTHER CERTIFY that notice was given by telephone to Mike Gukanovich at his place of employment, Anne Arundel County Sanitary Commission, by the undersigned of the time and place of taking testimony. This notice was given on Thursday May 7, 1964, and at which time, the said Mike Gukanovich indicated that he did not plan to attend.

John A. Blondell

John A. Blondell
Attorney for Plaintiffs

1 Central Avenue, Southwest
Glen Burnie, Maryland
SOuthfield 6 - 8370

FILED
1964 JUN 10 PM 3:56

BOOK 157 PAGE 511 145

LIVING ROOM

1 Sofa 60.00
1 Chair (New) 30.00
2 Step End Tables - Mahogany - (New)
1 Cocktail Table - Mahogany - (New) } 40.00
1 T.V. - Mahogany - R.C.A. 14" 16.00
2 Table Lamps - (New) 25.00
1 9 x 11 rug - (New)
1 9 x 11 rug pad - (New) } 20.00
1 3 x 4 framed picture 10.00

2 pair white nylon curtains (single window) (New)
1 pair white nylon curtains (single door) (New) } 5.00

DINING ROOM

1 Table with leaf - Mahogany
6 Chairs - (1) Arm Chair
1 Breakfront - Mahogany
1 Server - Mahogany
1 China Closet - Mahogany } 100.00
1 Cuckoo Clock 2.50
1 Telephone Stand - Mahogany 3.00
1 Odd Straight Back Chair 3.00
1 9 x 11 rug - (New)
1 9 x 11 rug pad - (New) } 20.00
1 pair white nylon curtains (double window) (New) 3.00

FRONT BEDROOM

1 Bed
1 Sealy mattress - (New)
1 Sealy Box Spring - (New)
1 Dresser with mirror - (Old)
1 Maroon Chair - (Upholstered wing back)
1 Tredle singer sewing machine - (Not usable)
1 Rug 9 x 12 - Beige - (Good condition)
3 Pair ruffled paneled curtains - white - (New) } 30.00

CENTER BEDROOM

1 9 x 11 maroon rug - Good condition
1 pair ruffled panel curtains - white - (New) 5.00

BACK BEDROOM

1 Metal wardrobe
1 Metal Frame bed with mattress

FILED
1964 JUN 10 PM 3:58

Examiner's Exhibit No. 1
34 Buchanan v. Buchanan Eq No 16,128

BOOK 157 PAGE 512

KITCHEN

1 Table - yellow
4 Chairs - yellow
1 Refrigerator - G.E. - 12 cub. foot
~~1 Stove - Westinghouse - Electric~~
1 pair white cotton cafe curtains
1 Metal utility cabinet
1 Westinghouse toaster
1 Westinghouse coffee pot - percolator
1 White metal utility cart

PORCH

1 Sofa - Maroon Frize'
1 Chair - Blue - with matching foot stool
9 Pair venetian blinds - (Window)
1 Venetian blind - (door)
1 Double kitchen cabinet
1 Maple 24" bookcase

CELLAR

~~1 Washing machine - Not in good condition)~~
~~1 Old china closet~~

MISCELLANEOUS

1 Eureka vacuum cleaner
1 Wheel barrel
~~1 Chicken house~~
Scatter rugs
Curtains
Dishes
Glasses
Silver Ware
Assorted linens
Pots & Pans
1 White Metal Flower cart
1 White radio
1 White clock
China coffee pot with service for four
1 Pair brass candle holders
nicknacks

BOOK 157 PAGE 513

BRONKO B. GUKANOVICH, Co-Administrator of the Estate of Borka Gukanovich, et al	*	IN
	*	THE CIRCUIT COURT
PLAINTIFFS	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
BRONKO B. GUKANOVICH, et	*	NO. 16,128 EQUITY
DEFENDANTS	*	

* * * * * * * * * *

REPORT OF MASTER AND EXAMINER

2/3/64 — Bill filed by Co-Administrators to sell real estate etc. of resident Intestate. The Plaintiffs are Co-Administrators of the Estate of Borka Gukanovich and the Defendants are the sons and daughters of the deceased and the husbands and wives of those who are married.

The Docket shows that all of the Defendants were duly summoned and all of the Defendants filed Answers to the Bill of Complaint admitting the allegations contained in the Bill and submitting themselves to the jurisdiction of the Court and consenting to relief prayed in the Bill.

5/8/64 — Testimony taken before Examiner after due notice to Defendants. (See various exhibits.)

Substance of Testimony:

The evidence shows that Borka Gukanovich died a resident of Anne Arundel County on 7/24/62, intestate, leaving as surviving heirs of law the Defendants named in this Proceeding, all of whom are over the age of 21. It also appears that on 9/11/62, Letters of Administration were granted to the Plaintiffs.

At the time of the death of the deceased, she was the owner of certain property shown on Exhibit B filed with the Bill of Complaint. The evidence further shows that the Inventory of the Personal Estate of the deceased totaled $737.19 and that claims have been filed against the estate far in excess of that amount and that the debts cannot be paid unless the real estate is sold.

This Proceeding is brought under Section 157 of Article 16 and it appears that all of the requirements have been met. Two Appraisers testified that the value of the real estate was $8,500.00.

Case ready for decree June 23, 1964.
Attached form of decree recommended.

John G. Rouse, Jr.

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

FILED
1964 JUN 10 PM 3:56

36

BRONKO B. GUKANOVICH, Co-Administrator of the Estate of Borka Gukanovich, et al	*	IN
	*	THE CIRCUIT COURT
PLAINTIFFS	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
BRONKO B. GUKANOVICH, et al	*	NO. 16,128 EQUITY
DEFENDANTS	*	

* * * * * * * * * * *

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 22nd day of June, 1964, by the Circuit Court for Anne Arundel County,

ADJUDGED, ORDERED and DECREED that the property mentioned in these proceedings be sold at public or private sale, and if at private sale, for not less than $8,500.00, the appraised value thereof, as testified to by the appraisers, and that JOHN A. BLONDELL be, and he is hereby, appointed Trustee to make such sale and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court in the penalty of Eight Thousand Five Hundred ($8,500.00) Dollars conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Order or Decree in the premises; he shall then proceed to make the sale and if at public sale by giving at least three weeks' notice by advertisement of the time, place and terms of sale in a newspaper published in Anne Arundel County, and such other notice as he may think proper, the terms of which said sale shall be as follows: a deposit of 10% of the amount shall be paid in cash on the day of sale and the balance shall be paid in cash on the final ratification of such sale by this Court, or all cash at the option of the purchaser, any deferred payment to bear interest from the date of sale at the rate of 6%.

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1964 JUN 24 AM 10: 12

37

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.

George Sachse
Judge

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

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

BOOK 157 PAGE 516

BOOK 12 PAGE 457

Equity #16,128

Bond No. 442555

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John A. Blondell of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eight Thousand Five Hundred and 00/100 Dollars ($8,500.00) - - - - - current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 7th day of July, 19 64.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Bronko B. Gukanovich, etc. vs. Bronko B. Gukanovich, et al dated June 22, 1964, John A. Blondell - - - - - - - - - - - - - - was appointed Trustee to make sale of the property described in said proceedings, and the said John A. Blondell 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.

John A. Blondell (SEAL)
John A. Blondell PRINCIPAL

WITNESS:

Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 16 day of July, 1964

Louis N. Phipps, Clerk

FILED

JUL 16 PM 2:39

39

JOHN A. BLO[illegible]LL
Solicitor
1 Central Avenue, S.W.
Glen Burnie, Maryland

Trustee's Sale

VALUABLE FEE SIMPLE PROPERTY

Known as Lot No. 59
Thompson Farms,
Fourth Election District
Anne Arundel County, Maryland

By virtue of a Decree of the Circuit Court for Anne Arundel County, No. 16,128 Equity, the undersigned Trustee will sell at Public Auction, on the premises, on

Thurs., Aug. 13, 1964
AT 2:00 P.M.
E.D.S.T.

All that lot of ground and improvements thereon, situate in Anne Arundel County, and described as follows:

BEING known as Lot No. 59, as shown on a Plat of Thompson Farms, and said Plat was recorded among the Plat Records of Anne Arundel County in Plat Book 3, folio 181.

The property will be sold subject to conditions, restrictions and Agreements of record affecting same, if any.

Improved by a two-story frame dwelling.

TERMS OF SALE: Cash. A deposit of Ten per cent (10 per cent) of the amount of purchase price shall be paid in cash at the time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Interest at six per cent (6 per cent) to be paid on unpaid purchase price from date of sale to date of settlement. All conveyancing, recording, documentary stamps, 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 A. BLONDELL,
Trustee
1 Central Ave., S.W.
Glen Burnie, Maryland

ROBERT H. CAMPBELL
Auctioneer

A-6

No 40

OFFIC OF

Maryland Gazette

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

BOOK 157 PAGE 517

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 7, 1964

We hereby certify, that the annexed
Trustee's Sale
Lot No. 59, Thompson Farms,
Eq. 16,128
"Borka Gurkanovich"

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of August, 1964. The first insertion being made the 23rd day of July, 1964

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 AUG -7 PM 2:16
By A. Hodgkinson

BOOK 157 PAGE 518

BRONKO B. GUKANOVICH, Co-Administrator of the Estate of Borka Gukanovich, et al

Plaintiffs

vs.

BRONKO B. GUKANOVICH and REGINA W. GUKANOVICH, et al

Defendants

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 16,128 EQUITY

* * * * * * *

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, That I did sell at Public Auction on Thursday, August 13, 1964, at 2:00 p.m. the property known and designated as Lot No. 59, Thompson Farms, Fourth Election District, Anne Arundel County, Maryland, belonging to the Estate of Borka Gukanovich, deceased, at and for the sum of 6,600.00, the successful bidder being Theresa D'Alessandro, and the sale was fairly made.

Robert H. Campbell, Auctioneer

FILED
1964 AUG 18 AM 10: 06

41

BOOK 157 PAGE 519

COUNTY OF ANNE ARUNDEL

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

I HEREBY CERTIFY that on this 13th day of August, 19 64, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel ~~City of Baltimore~~ aforesaid, personally appeared Theresa ~~[illegible]~~ D'ALESSANDRO, purchaser at the foreclosure sale in this cause, and made oath in due form of law (that she 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 she has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Theresa D'Alessandro (SEAL)
Purchaser

Patricia D. Collier
Notary Public
County of Anne Arundel
My commission expires: 5/3/65

FILED
1964 AUG 18 AM 10: 07

1/2

BRONKO B. GUKANOVICH, *

Co-Administrator of the
Estate of Borka Gukanovich, et al

Plaintiffs

vs. *

BRONKO B. GUKANOVICH, et al

Defendants

IN

THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 16,128 EQUITY

* * * * *

REPORT OF SALE

The report of the undersigned Trustee appointed by Decree of this Court passed in the above entitled cause on June 22, 1964, respectfully shows:

That after bond was filed in these proceedings, executed by himself and a surety which was approved by the Court in thepenal sum of Eight thousand five hundred dollars ($8,500.00), conditioned upon the faithful performance of the trust reposed in him by the Decree and to be reposed in him by any future Order or decree in the premises and having complied with all the other duties as required by law and the said Trustee, having given notice of the time, place, terms and manner of sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, Maryland, did, in accordance with the aforesaid Decree and The Maryland Rules of Procedure, (Rule BR 3, 6 (i), proceed to offer for sale at public auction, the property described in said advertisement, to which reference is hereby made for a more particular description, and sold same to Theresa D'Alessandro, at and for the sum of Six thousand six hundred dollars ($6,600.00).

The Trustee further reports and states that the said sale was in every respect fairly made and that the property brought a fair price.

John A. Blondell, Trustee

FILED

1964 AUG 18 AM 10: 07

45

JOHN A. BLONDELL
Solicitor
1 Central Avenue, S.W.
Glen Burnie, Maryland

Trustee's Sale

VALUABLE FEE SIMPLE PROPERTY

Known as Lot No. 59
Thompson Farms,
Fourth Election District
Anne Arundel County, Maryland

By virtue of a Decree of the Circuit Court for Anne Arundel County, No. 16,128 Equity, the undersigned Trustee will sell at Public Auction, on the premises, on

Thurs., Aug. 13, 1964
AT 2:00 P.M.
E.D.S.T.

All that lot of ground and improvements thereon, situate in Anne Arundel County, and described as follows:

BEING known as Lot No. 59, as shown on a Plat of Thompson Farms, and said Plat was recorded among the Plat Records of Anne Arundel County in Plat Book 3, folio 181.

The property will be sold subject to conditions, restrictions and Agreements of record affecting same, if any.

Improved by a two-story frame dwelling.

TERMS OF SALE: Cash. A deposit of Ten per cent (10 per cent) of the amount of purchase price shall be paid in cash at the time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Interest at six per cent (6 per cent) to be paid on unpaid purchase price from date of sale to date of settlement. All conveyancing, recording, documentary stamps, 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 A. BLONELL,
Trustee
1 Central Ave., S.W.
Glen Burnie, Maryland

ROBERT H. CAMPBELL
Auctioneer

A-6

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

I HEREBY CERTIFY, That on this 17th day of August, 1964, before me, the subscriber, a Notary Public, of the State and County aforesaid, personally appeared JOHN A. BLONDELL, Trustee above named, and made oath in due form of law that the matters and facts set forth in the aforegoing report are true to the best of his knowledge, information and belief, and made further oath that the sale therein reported was fairly made.

Patricia B. Collier - Notary Public

My commission expires 5/3/65

ORDER NISI

BRONKO B. GUKANOVICH,
Co-Administrator of the Estate of
Borka Gukanovich, et al

versus

BRONKO B. GUKANOVICH, et al

BOOK 157 PAGE 522

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,128 Equity

Ordered, this 18th day of August, 1964, That the sale of the property in these proceedings mentioned made and reported by John A. Blondell, 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 $ 6,600.00.

Clerk.

True Copy,

TEST: Clerk.

John A. Blondell, Atty.
(Final Order)

For the Maryland Gazette (Aug. 20th Edition)

BRONKO B. GUKANOVICH, Co-Administrator of the Estate of Borka Gukanovich, et al

versus

BRONKO B. GUKANOVICH, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22nd day of September, 1964 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

JUDGE.

FILED
1964 SEP 22 PM 3:15

45

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,128 EQUITY

BRONKO B. GUKANOVICH,
Co-Administrator of the Estate
of Borka Gukanovich, et al
versus
BRONKO B. GUKANOVICH,
et al

Ordered, this 18th day o August, 1964, That the sale o the property in these proceed ings mentioned made and re ported by John A. Blondel Trustee BE RATIFIED AN CONFIRMED, unless cause t the contrary thereof be show on or before the 21st day c September next; Provided. copy of this Order be inserte in some newspaper published i Anne Arundel County, once i each of three successive week before the 21st day of Septem ber next.

The report states that th amount of sale was $6,600.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
S-1

FILED
1964 SEP 14 PM 2:51

No. M. G. 4291

46

OFFICE OF

Maryland Gazette

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

BOOK 157 PAGE 523

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 14, 1964

We hereby certify, that the annexed
Order Nisi Sale
Eq. No. 128
Bronko B. Gukanovich

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of September, 1964. The first insertion being made the 28th day of August, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Stephens

In the Case of

BOOK 157 PAGE 524

BRONKO B. GUKANOVICH, ET AL

VS.

BRONKO B. GUKANOVICH, ET AL

In the

Circuit Court

For

Anne Arundel County

No. 16,128 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 30 PM 1:50

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 16th day of December, 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 C. M. Phipps

Clerk

Per: R. E. Wagner, deputy

FILED

1964 DEC 16 AM 9:15

47

48

Dr. Estate of Bronko B. Gukanovich, deceased

BOOK 157 PAGE 525

In Acct. with John A. Blondell, Trustee

Cr.

By	Amount of Sale as per Trustee's Report						
	of Sale filed			6,600	00		
By	Interest 6% on deferred payment of $5940.00						
	from 8/13/64 to 10/9/64			56	43		
By	Cash, received from Co-Administrators of						
	Estate of Bronko Gukanovich, deceased			297	69		
						6,954	12
To	Trustee for fee, as per Order of Court						
	11/18/64, viz	350	00				
To	Trustee for commission, viz	228	00				
				578	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	99	35				
	John G. Rouse, Jr. Examiner's fee	25	00				
	Shirley Miller, stenographer's fee	14	00				
	Sheriff, Baltimore City	16	00				
	Auditor, this account	60	00				
				224	35		
To	Trustee for expenses, viz						
	Capital-Gazette Press Inc. - Notice to						
	creditors	20	00				
	Register of Wills for Anne Arundel						
	County, court costs	41	96				
	Edward N. C. Bradley & William N. Baldwin,						
	appraisers fee	30	00				
	Globe Indemnity Co. Administrators' bond,						
	3 years	30	00				
	Globe Indemnity Co. Trustee's bond	34	00				
	Capital-Gazette Press Inc.						
	Advertising & Nisi - Sale	66	18				
	Robert H. Campbell, auctioneer's fee	60	00				
	Clerk, costs , Law A-2045	4	50				

To	Clerk, photo-copy		2	25		
	Clerk, recording release of Mortgage		6	00		
	1963 taxes		72	63		
	Adjustment taxes, from 8/13/64 to 12/31/64		44	43		
	½ Federal and State Revenue stamps		11	55		
					423	50
To	Trustee for claims filed, viz					
	Farley Funeral Home as per Order of					
	Orphans Court 8/27/63		995	00		
	State of Maryland, Division of Reimburse-					
	ments		2,187	20		
	Mike Gukanovich, Money advanced, as per					
	Order of Court 11/2/64		73	81		
	Bronko B. Gukanovich, Money advanced, as					
	per Order of Court 11/2/64		121	99		
					3,378	00
	Balance for Distribution $		2,350	27		
	DISTRIBUTION					
To	Natalie Gukanovich,					
	daughter, 1/5	470.06				
	less Inheritance tax 1%	4.70				
			465	36		
To	Mike Gukanovich					
	son, 1/5	470.06				
	less Inheritance tax 1%	4.70				
			465	36		
To	Julia Lentz					
	daughter, 1/5	470.05				
	less Inheritance tax 1%	4.70				
			465	35		
To	Jennie Grindberg					
	daughter, 1/5	470.05				
	less Inheritance tax 1%	4.70				
			465	35		

To	Bronko B. Gukanovich								
	son, 1/5	470.05				BOOK 157 PAGE 527			
	less Inheritance tax 1%	4.70							
			465	35					
					2,326	77			
	Register of Wills for Anne Arundel								
	County Inheritance tax		--- 23	50					
					23	50			
								6,954	12
49									

PETITION FOR FORECLOSURE

BOOK 157 PAGE 528

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

VS.

PERCY E. WATMOUGH and ELMA G. WATMOUGH, his wife

IN THE

CIRCUIT COURT

FOR
~~THE~~
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
(IN EQUITY)

No. 16,462 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 22nd day of November, A. D. 1963, 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 $ 6,000.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

THAT said mortgage is in default inasmuch as the mortgagors are more than sixty (60) days in arrears in the payment of principal, interest and expenses as contracted for in said mortgage.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

Paul Beall

Paul Beall *Attorney for Plaintiff*

FILED
1964 JUL -9 AM 9:42

Petitioner's Exhibit #1

Form 812

[DR.—CITY OR COUNTY]

BOOK 157 PAGE 529

no. 16,462 Equity

Mortgage

BOOK 1714 PAGE 521

THIS MORTGAGE, Made this twenty-second day of November, in the year Nineteen Hundred and Sixty-three, by and between Percy E. Watmough and Elma G. Watmough, his wife,

of Pasadena, 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 Six Thousand Dollars ($ 6,000.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Six Thousand Dollars ($ 6,000.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Seventy-nine Dollars ($ 79.00), 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 December, 1963, 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:

BEING known and designated as Lot No. 111 on the Plat of Belvedere Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. #3, folio 78, New Plat Book #9, folio 21.

BEING the same lot of ground which, by deed of assignment of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and assigned by John W. Cadorette and wife to the herein named Mortgagors.

BEING also the same lot of ground which, by deed of merger November 26, 1963, and recorded or intended to be recorded among the Land Records aforesaid immediately prior hereto, was granted and conveyed by Jacob L. Cardin and wife to the herein named Mortgagors.

FILED

1964 JUL -9 AM 9:42

2

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, ~~including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.~~

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, **forever, in fee simple.**

PROVIDED, that if the said Mortgagor, his, her or their heirs, personal representatives, successors and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

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

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, The Maryland Rules of Procedure, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or John O. Dumler or Paul Beall, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars ($75.00) for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making such sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS:

Antoinette M. Granese
Antoinette M. Granese

Percy E. Watmough (SEAL)
Percy E. Watmough

Elma G. Watmough (SEAL)
Elma G. Watmough

(SEAL)

5

BOOK 157 PAGE 532

STATE OF MARYLAND, BALTIMORE CITY, to wit: BOOK 1714 PAGE 524

I HEREBY CERTIFY, That on this 22nd day of November, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Percy E. Watmough and Elma G. Watmough, 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
Antoinette M. Granese, Notary Public

My commission expires May 3, 1965

Rec'd for record Dec. 5, 1963 at 9:54 A.M.
Mailed to Kohlerman & Dumler

950

ANNE ARUNDEL COUNTY

Mortgage

FROM

PERCY E. WATMOUGH

AND WIFE

TO

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

KOHLERMAN AND DUMLER
Attorneys at Law
1406 Fidelity Building
Baltimore 1, Maryland

File No. 15126-T

Property:

Lot 111, Belvedere Beach

Description approved

Execution approved

STATEMENT OF MORTGAGE CLAIM BOOK 157 PAGE 533

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.	IN THE
vs.	**CIRCUIT COURT**
PERCY E. WATMOUGH AND ELMA G. WATMOUGH, his wife	FOR ~~XXXX~~ ANNE ARUNDEL COUNTY ~~BALTIMORE COUNTY~~ (IN EQUITY)
	No. 16,462 Equity

STATEMENT OF MORTGAGE DEBT

Amount of Morrgage dated November 22, 1963	$ 6,000.00
Plus unpaid interest and expenses	9.02
Balance as of July 31, 1964	6,009.02

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this eighth 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 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 Helena Reymann

FILED
1964 JUL -9 AM 9:42

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

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

vs.

PERCY E. WATMOUGH and ELMA G. WATMOUGH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(IN EQUITY)

No. 16,462 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 F. Loos

Charles F. Loos *Affiant.* Vice-President

Subscribed and sworn to before me

this 2d day of July, 1964

[signature]

Notary Public

FILED
1964 JUL -9 AM 9:42

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BOOK 157 PAGE 535

DECREE FOR SALE OF MORTGAGE PREMISES

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC. *vs.* PERCY E. WATMOUGH and ELMA G. WATMOUGH, his wife,	IN THE **CIRCUIT COURT** FOR ~~OF~~ ANNE ARUNDEL COUNTY ~~BALTIMORE CITY~~ (IN EQUITY) No. 16,462 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 13th day of July, in the year nineteen hundred and sixty-four, by the Circuit Court for Anne Arundel County, ~~of Baltimore City~~, ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that 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 ~~his~~ proceedings shall be as follows: They shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by themselves and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Six Thousand Five Hundred Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future Decree or Order in the premises: They shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in 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.

[illegible]

FILED

1964 JUL 13 PM 12:26

Fidelity and Deposit Company

BOOK 157 PAGE 536

HOME OFFICE OF MARYLAND *BALTIMORE 3*

BOND NO. 77 97 891

16,246 Equity

KNOW ALL MEN BY THESE PRESENTS: BOOK 12 PAGE 504

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 Six Thousand Five Hundred and 00/100 ($6,500.00) ----- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 31st day of August 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.:

Percy E. Watmough and Elma G. Watmough

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:

Paul Beall (SEAL)
Paul Beall

James H. Whitney (SEAL)
James H. Whitney

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Marie C Lindemon

By Hilda V. Hunter
Hilda V. Hunter *As to Surety*

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

Bond approved this 2nd day of September, 1964

Lewis N Phipps, Clerk

MD3116a—500, 3-62 159921
Trustee's Bond

FILED

1964 SEP -2 AM 9:53

9

KOHLERMAN AND [illegible]LER,
Solicitors
1406 Fidelity Building
Baltimore, Maryland 21201

Trustees' Sale

OF VALUABLE FEE SIMPLE PROPERTY

LOT 111, BELVEDERE BEACH, ANNE ARUNDEL COUNTY KNOWN AS 355 BUENA VISTA AVENUE.

By virtue of a Decree of the Circuit Court for Anne Arundel County (Case No. 16,462), the undersigned Trustees will sell at public auction on the premises, on

FRI., THE 4th DAY OF SEPT., 1964, AT 3:00 O'CLOCK P.M.

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

BEING known and designated as Lot No. 111 on the Plat of Belvedere Beach, which plat is recorded among the Plat Records of Anne Arundel County in New Plat Book No. 9, folio 21.

SAID lot fronts forty feet (40') on the south side of Buena Vista Avenue (formerly Riviera Avenue) with an uneven depth southerly of approximately one hundred and twenty feet (120') and improved by a frame dwelling known as No. 355 Buena Vista Avenue.

THE property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

16 No. 1

TERMS OF SALE: Cash. A deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent and all other public charges, including special paving taxes, if any, to be adjusted to date of sale.

PAUL BEALL
JAMES H. WHITNEY
Trustees

ALEX COOPER
Auctioneer Aucts., Inc.
212 N. Calvert St.,
Balto. 2, Md.
PLaza 2-4868

S-3

OFFICE

Maryland Gazette

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

BOOK 157 PAGE 537

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 5, 1964

We hereby certify, that the annexed
Trustee's Sale
Case No. 16,462
Lot 111 Belvedere Beach

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 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 [illegible]

STATE OF MARYLAND, CITY BALTIMORE Sct:

BOOK 157 PAGE 538

I HEREBY CERTIFY, that on this 4th day of September, 1964, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, ~~Baltimore County~~, personally appeared Ronald J. Strobecker, 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 Associated Sales of Laurel, Inc, and that he has not directly or indirectly discouraged anyone from bidding for the said Lot 111 Belvedere Beach, mentioned in the said Report of Sale.

Associated Sales of Laurel, Inc. (SEAL) Alexander Cooper
Purchaser Notary Public

Ronald J. Strobecker
Purchaser

FILED
1964 SEP 11 AM 10:01

BALTIMORE MD. NOTARY PUBLIC ALEXANDER COOPER

BOOK 157 PAGE 539

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

VS

PERCY E. WATMOUGH AND ELMA G. WATMOUGH, his wife,

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

(Case No. 16,462)

KOHLERMAN AND DUMLER,
Solicitors
1406 Fidelity Building
Baltimore, Maryland 21201

Trustees' Sale OF VALUABLE FEE SIMPLE PROPERTY

LOT 111, BELVEDERE BEACH, ANNE ARUNDEL COUNTY KNOWN AS 355 BUENA VISTA AVENUE

By virtue of a Decree of the Circuit Court for Anne Arundel County (Case No. 16,462), the undersigned Trustees will sell at public auction on the premises, on

FRI., THE 4th DAY OF SEPT., 1964, AT 3:00 O'CLOCK P.M.

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

BEING known and designated as Lot No. 111 on the Plat of Belvedere Beach, which plat is recorded among the Plat Records of Anne Arundel County in New Plat Book No. 9, folio 21.

SAID lot fronts forty feet (40') on the south side of Buena Vista Avenue (formerly Riviera Avenue) with an uneven depth southerly of approximately one hundred and twenty feet (120') and improved by a frame dwelling known as No. 355 Buena Vista Avenue.

THE property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

TERMS OF SALE: Cash. A deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent and all other public charges, including special paving taxes, if any, to be adjusted to date of s ale.

PAUL BEALL
JAMES H. WHITNEY
Trustees

ALEX COOPER
Auctioneer Aucts., Inc.
212 N. Calvert St.,
Balto. 2, Md.
PLaza 2-4868

S-3

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 4th day of September 1964, sold the property described in the attached advertisement of sale at and for the sum of $ 5,500.00 to ASSOCIATED SALES OF LAUREL, INC. he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Joseph A. Cooper
Alex Cooper - Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 4th day of September 1964 purchased the property described in the attached advertisement of sale from Paul Beall & James H. Whitney, Trustees at and for the sum of $5,500.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Ronald J. Mirabito, Pres.
Purchaser
associated Sales of Laurel inc

FILED
1964 SEP 11 AM 10:01

12

REPORT OF SALE

BOOK 157 PAGE 540

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

vs.

PERCY E. WATMOUGH and ELMA G. WATMOUGH, his wife,

IN THE

CIRCUIT COURT

FOR

[redacted]

ANNE ARUNDEL COUNTY

(Case No. 16,462)

To The Honorable Judge of the Circuit Court 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 the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

THE MARYLAND GAZETTE

weekly newspapers published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Friday, the 4th day of September 1964 at 3:00 o'clock P. M. attend on the premises and then and there sold the said fee simple property known as Lot 111 Belvedere Beach, to Associated Sales of Laurel, Inc., at and for the sum of Five Thousand Five Hundred ($5,500.00) Dollars, they having offered the highest price therefor.

Paul Beall
- Paul Beall -

James H. Whitney
- James H. Whitney -

Trustees

FILED
1964 SEP 11 AM 10:01

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this ninth day of September 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.

13

As witness my hand and Notarial Seal,

Antoinette M. Granese
Antoinette M. Granese *Notary Public.*
My commission expires May 3, 1965.

ORDER NISI

BOOK 157 PAGE 541

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

versus

PERCY E. WATMOUGH and ELMA G. WATMOUGH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. ~~16,426~~ 16,462 Equity

Ordered, this 11th day of September, 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 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 $ 5,500.00.

Louis N Phippen Clerk.

True Copy,

Paul Beall, Atty.
(Final Order)

TEST: Clerk.
For the Maryland Gazette (Sept. 17th Edition)

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

versus

PERCY E. WATMOUGH and ELMA G. WATMOUGH, 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 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.

14

FILED
1964 OCT 20 PM 12:20

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,426 Equity
CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.
versus
PERCY E. WATMOUGH and ELMA G. WATMOUGH, his wife

Ordered, this 11th day of September, 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 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 $5,500.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk
O-8

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 542

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 19, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,426
Percy E. Watmough

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 [illegible]

15

FILED
1964 OCT 13 PM 2:18

No. M. G. [illegible]

BOOK 157 PAGE 543

In the Case of

CAPITAL SAVINGS & LOAN ASSOC., INC.

vs.

PERCY E. WATMOUGH AND
ELMA G. WATMOUGH, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,462 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 30 PM 1:50

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 16th day of December, 1964, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clerk
Per: R. E. Wayson, deputy

16

FILED
1964 DEC 16 AM 9:14

Dr. Mortgaged Real Estate of Capital Savings & Loan Assoc., Inc.

In Acct. with Paul Beall and James H. Whitney, Trustees

Cr.

By	Amount of Sale as per Trustees' Report						
	of Sale filed			5,500	00		
By	Interest 6% on deferred payment $5000.00						
	from 9/4/64 to 11/9/64			54	17		
By	Adjustment taxes from 9/4/64 to 12/31/64			30	10		
						5,584	27
To	Trustees for fee, viz	75	00				
To	Trustees for commission, viz	195	00				
				270	00		
To	Trustees for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	35	00				
				73	00		
To	Trustees for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	86	76				
	Sunpapers - Advertising - Sale	38	20				
	Fidelity & Deposit Co. of Maryland - bond	26	00				
	Alex Cooper Auctioneers Inc. commission	197	50				
	½ Federal and State Revenue stamps	9	07				
				357	53		
To	Capital Savings & Loan Assoc., Inc.						
	Mortgagee on account of Mortgage claim	4,883	74				
				4,883	74		
						5,584	27
	Balance due on Mortgage as per claim filed	6,009	02				
	Interest 6% on principal balance $6000.00						
	from 8/1/64 to 12/15/64	135	00				
		6,144	02				
	Credit amount allowed above	4,883	74				
	This amount subject to decree in personam	1,260	28				

BOOK 157 PAGE 545

IN RE: THE MORTGAGED REAL ESTATE OF ROBERT L. EDWARDS, Jr., AND HELEN B. EDWARDS, His Wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 16550

ORDER TO DOCKET SUIT

MR. CLERK:

Please file the original mortgage and docket this foreclosure suit.

C. Maurice Weidemeyer

C. Maurice Weidemeyer
236 Main St., Annapolis, Md.
268-5049
Attorney for Purposes of Foreclosure

FILED
1964 AUG 24 PM 12: 03

BOOK 157 PAGE 546
BOOK 1275 PAGE 443

No. 16,550 Equity

MORTGAGE FEE—COUNTY

SECOND

This Mortgage, Made this 24th day of February in the year nineteen hundred and fifty-nine (1959), by and between Robert L. Edwards, Jr., and Helen B. Edwards, his wife, parties of the first part, hereinafter called MORTGAGORS and Paul E. Schaub and Cora M. Schaub, his wife, parties of the second part, hereinafter called MORTGAGEES, Witnesseth:-

WHEREAS, the said MORTGAGORS are justly indebted to the said MORTGAGEES in the sum of One Thousand Seven Hundred Dollars ($1,700.00), being the balance due on the purchase price of the property hereinafter mentioned, as evidenced by their promissory note of even date for said amount, with interest thereon at the rate of Six per cent (6%) per annum, payable monthly; it being understood and agreed by the parties hereto that the said MORTGAGORS shall pay on said principal debt not less than the sum of Eighteen Dollars and thirty nine cents ($18.39), a month; the remaining balance on principal to be due and payable five years from the date hereof; 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 times limited for the payment of the same.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises, and of the sum of Five Dollars, the receipt whereof in full is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEES, their heirs and assigns,

ALL those lots or parcels of ground situate, lying and being in the Seventh Election District, at Owings beach in Anne Arundel County, Maryland, described as follows:

The west 62.5 feet of lots numbered 25 and 26 excepting a 5 foot strip across the present frontage of Lot numbered 26 on Melbourne Avenue which is reserved for public road in Square Numbered 7 in the Subdivision known as Owings Beach near Deale in the Seventh Election District of Anne Arundel County, Maryland, as per plat duly recorded in Plat Book 15 page 26, which said property is more particularly described by metes and bounds as follows:

3

BEGINNING at a point in the westerly line of Lot No. 26, five feet north of its intersection with the Northerly line of Melbourne Avenue and running thence in a Northwesterly direction 45 feet with the line common to the Lots Number 1 and 26 of the said square and subdivision and containing 50 feet with the line common to lots numbered 2 and 25; thence with the Westerly line of said lot numbered 25 in a northeasterly direction 62½ feet to a point in said line; thence through said lots numbered 25 and 26 in a southeasterly direction and parallel to the first described line 95 feet to a point; thence, departing at right angles and in a southwesterly direction62½ feet to the point of beginning, containing in all approximately 5,937.5 square feet.

BEING the identical property which was conveyed to the Mortgagors herein by Paul E. Schaub and Cora M. Schaub, his wife, by deed of even date intended to be recorded among the Land Records of Anne Arundel County, Maryland, immediately prior to these presents.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtentances and advantages, thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagees, their 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 One Thousand Seven Hundred ($1,700.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the 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 Mortgagees, their heirs personal representative or assigns, or George E. Rullman 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 Mortgagees, their heirs, 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 Fifty ($50.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their heirs, 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 Mortgagees, their heirs personal representatives or assigns, or George E. Rullman 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 Mortgagees, their heirs personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Seven Hundred 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 Mortgagees, their heirs personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their heirs, personal representatives and asssigns.

WITNESS the hands and seals of the said Mortgagors.

TEST:

Barbara Ann Thompson
Barbara Ann Thompson

Robert L. Edwards, Jr. (SEAL)
Robert L. Edwards, Jr.

Helen B. Edwards (SEAL)
Helen B. Edwards

..... (SEAL)

..... (SEAL)

5

BOOK 157 PAGE 549 1964 AUG 24 PM 12:02 BOOK 1275 PAGE 446

FILED

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 24th day of February in the year nineteen hundred and fifty-nine before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert L. Edwards, Jr., and Helen B. Edwards, his wife, the Mortgagors named in the aforegoing Mortgage and each 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 the said Mortgagees and is duly authorized to make this affidavit.

Witness my hand and Notarial Seal.

BARBARA ANN THOMPSON NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Barbara Ann Thompson

Barbara Ann Thompson, Notary Public

10.00

Rec'd for record Feb. 24 1959 at 3:07 P.M.

Mailed to George E. Rullman

SECOND MORTGAGE

FROM

ROBERT L. EDWARDS, JR.

AND

HELEN B. EDWARDS, his wife

TO

PAUL E. SCHAUB

AND

CORA M. SCHAUB, his wife

Seale, Md.

1959 FEB 24 PM 3:07

1275 FOLIO 443

GEORGE E. RULLMAN

ATTORNEY AT LAW

LEE BUILDING

ANNAPOLIS, MD.

10

1 4 7 1 0 9

For value received the undersigned hereby assigns the within mortgage and the mortgage debt secured thereby to Paul E. Schaub, Jr.

Witnessed my hand and seal this 18th day of July 1964

Cora M. Schaub (SEAL)

Cora M. Schaub Surviving widow of Paul E. Schaub, deceased.

Frederick Sedorchuk Witness.

Mail To:
Paul E. Schaub, Jr.
12818 Buckingham Drive, Bowie, Md.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY

1964 JUL 29 PM 12:04

& RECORDED IN LIBER LNP

NO. 1275 FOLIO 444

LOUIS N. PHIPPS, CLERK

BOOK 157 PAGE 550

171609

DATED: August 22,1964

FOR VALUE RECEIVED, I h. ewith assign and transfer e within Mortgage from Robert L. Edwards, Jr., and Helen B. Edwards, his wife, recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 1275, at folio 443, unto C. Maurice Weidemeyer, Attorney for purposes of foreclosure.

WITNESS:

Mary Harrison

Mary Harrison

Paul E. Schaub Jr. (SEAL)

Paul E. Schaub, Jr.

1.00

Return to Equity Clerk

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY

1964 AUG 24 PM 12:09

& RECORDED IN LIBER LMP NO. 1275 FOLIO 443

LOUIS W. PHIPPS, CLERK

FILED

1964 AUG 24 PM 12:02

BOOK 157 PAGE 551

IN RE: THE MORTGAGED REAL ESTATE OF ROBERT L. EDWARDS, Jr., and HELEN B. EDWARDS, his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 16,550

MILITARY AFFIDAVIT

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

PAUL E. SCHAUB, Jr., being first duly sworn and on oath deposes and says:

That of his own personal knowledge he knows that Robert L. Edwards, Jr., and Helen B. Edwards, his wife, are not in the military service of the United States of America.

Paul E. Schaub Jr. (SEAL)
Paul E. Schaub, Jr.

Subscribed and sworn to before me this 22nd day of August, 1964.

Mary Harrison
Notary Public
My Commission expires May 3, 1965

FILED
1964 AUG 24 PM 12:03

7

IN RE: THE MORTGAGED REAL ESTATE OF ROBERT L. EDWARDS, Jr., and HELEN B. EDWARDS, his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	:	Equity No. 16,550

STATEMENT OF ACCOUNT

Original amount of Mortgage ----------	$1,700.00
Less payments on account of principal ---------- (payments in default since May 1963)	538.22
Balance of principal due ----------	$1,161.78
Plus interest @ 6% due and unpaid from June 1, 1963	_____

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

PAUL E. SCHAUB, Jr., being first duly sworn and on oath deposes and says that he is presently the owner of the mortgage herein and that the foregoing is a just and true account of the balance due thereon.

Paul E. Schaub Jr (SEAL)
Paul E. Schaub, Jr.

Subscribed and sworn to before me this 22nd day of August, 1964.

Mary Harrison
Notary Public
My Commission expires May 3, 1965

FILED
1964 AUG 24 PM 12:03

8

C. MAURICE WE[illegible]MEYER
Attorney at [illegible]w
236 Main Street
Annapolis, Md.

Assignee's Sale

OF VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Robert L. Edwards, Jr., and Helen B. Edwards, his wife, dated February 24, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1275, at folio 443, default having occurred thereunder, the undersigned, Assignee for purpose of foreclosure, will offer for sale at public auction, at the Court House Door, Circuit Court for Anne Arundel County, Church Circle, Annapolis, Maryland, on

TUES., SEPT. 29, 1964 AT 11:00 O'CLOCK A.M.

all those lots or parcels of ground situate, lying and being in the Seventh Election District, at Owings Beach in Anne Arundel County, described as follows:

The west 62.5 feet of lots numbered 25 and 26 excepting a 5 foot strip across the present frontage of Lot numbered 26 on Melbourne Avenue which is reserved for public road in Square numbered 7 in the Subdivision known as Owings Beach near Deale in the Seventh Election District of Anne Arundel County, Maryland, as per plat duly recorded in Plat Book 15 page 26, which said property is more particularly described by metes and bounds as follows:

No. 9

BEGINNING AT a point in the westerly line of Lot No. 26, five feet north of its intersection with the Northerly line of Melbourne Avenue and running thence in a Northwesterly direction 45 feet with the line common to the Lots Number 1 and 26 of the said square and subdivision and containing 50 feet with the line common to lots numbered 2 and 25; thence with the Westerly line of said lot numbered 25 in a northeasterly direction 62½ feet to a point in said line; thence through said lots numbered 25 and 26 in a southeasterly direction and parallel to the first described line 95 feet to a point; thence, departing at right angles and in a southwesterly direction 62½ feet to the point of beginning, containing in all approximately 5,937.5 square feet.

The above property is being sold subject to a prior mortgage from Robert L. Edwards, Jr., and Helen B. Edwards, his wife, to First Federal Savings and Loan Assn. dated February 20, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1275, folio 439, and on which there is a balance due of approximately $5,636.35.

OFFI[illegible] OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 553

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 25, 1964

We hereby certify, that the annexed

Assignee's Sale

Robert L. Edwards, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of September, 1964. The first insertion being made the 3rd day of September, 1964.

FILED
1964
SEP 25 PM 4:20

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

IMPROVEMENTS: Two-story frame dwelling with large living room, dining room, kitchen and bath, glassed in back porch, large 24-foot screened in front porch, Second Floor — large room with walk-in closets and glassed in front porch, single car garage and fenced in lot.

TERMS OF SALE: A deposit of $500.00 cash will be required from the purchaser at time and place of sale. Balance to bear interest at 6 per cent to time of settlement, or all cash at option of purchaser. Settlement to be made upon final ratification of Court. Purchaser to bear all costs of title examination, conveyancing and revenue stamps on deed.

C. MAURICE WEIDEMEYER
Assignee for Purpose of
Foreclosure
236 Main Street,
Annapolis, Md.
Colonial 8-5049
GEORGE W. SCIBLE,
Auctioneer S-24

22056 B

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

BOOK 12 PAGE 534

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

BOOK 157 PAGE 555

Equity #16,550

Bond No. 449806

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, C. Maurice Weidemeyer 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 Twenty-five Hundred and 00/100 Dollars ($2.500.00) - - - - - - - current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 29th day of September, 19 64.

WHEREAS by virtue of a power of sale contained in a Mortgage from Robert L. Edwards, Jr. and Helen B. Edwards, his wife to Paul E. Schaub and Cora M. Schaub - - - - - - - - - - - , bearing date on or about the 24 day of February, 19 59, the said C.Maurice Weidemeyer as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part, and WHEREAS default has occurred in the payment of the Principal and interest aforesaid, and the said C. Maurice Weidemeyer as Assignee of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.

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

Bond approved this 29 day of September, 1964

Louis N. Phillips, Clerk.

C. Maurice Weidemeyer (SEAL)
C. Maurice Weidemeyer PRINCIPAL

WITNESS:

Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

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

FILED

1964 SEP 29 AM 10:53

10

GEORGE W. SCIBLE . . . . . Auctioneer

C. MAURICE WEIDEMEYER
Attorney at Law
236 Main Street
Annapolis, Md.

BOOK 157 PAGE 556

ASSIGNEE'S SALE

OF VALUABLE

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Robert L. Edwards, Jr., and Helen B. Edwards, his wife, dated February 24, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1275, at folio 443, default having occurred thereunder, the undersigned, Assignee for purpose of foreclosure, will offer for sale at public auction, at the Court House Door, Circuit Court for Anne Arundel County, Church Circle, Annapolis, Maryland, on .

TUESDAY, SEPTEMBER 29, 1964

AT 11:00 O'CLOCK A.M.

all those lots or parcels of ground situate, lying and being in the Seventh Election District, at Owings Beach in Anne Arundel County, described as follows:

The west 62.5 feet of lots numbered 25 and 26 excepting a 5 foot strip across the present frontage of Lot numbered 26 on Melbourne Avenue which is reserved for public road in Square numbered 7 in the Subdivision known as Owings Beach near Deale in the Seventh Election District of Anne Arundel County, Maryland, as per plat duly recorded in Plat Book 15 page 26, which said property is more particularly described by metes and bounds as follows:

BEGINNING AT a point in the westerly line of Lot No. 26, five feet north of its intersection with the Northerly line of Melbourne Avenue and running thence in a Northwesterly direction 45 feet with the line common to the Lots Number 1 and 26 of the said square and subdivision and containing 50 feet with the line common to lots numbered 2 and 25; thence with the Westerly line of said lot numbered 25 in a northeasterly direction 62½ feet to a point in said line; thence through said lots numbered 25 and 26 in a southeasterly direction and parallel to the first described line 95 feet to a point; thence, departing at right angles and in a southwesterly direction 62½ feet to the point of beginning, containing in all approximately 5,937.5 square feet.

The above property is being sold subject to a prior mortgage from Robert L. Edwards, Jr., and Helen B. Edwards, his wife, to First Federal Savings and Loan Assn. dated February 20, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1275, folio 439, and on which there is a balance due of approximately $5,636.35.

IMPROVEMENTS: Two-story frame dwelling with large living room, dining room, kitchen and bath, glassed-in back porch, large 24-foot screened-in front porch. Second floor: large room with walk-in closets and glassed-in front porch, single car garage and fenced-in lot.

TERMS OF SALE: A deposit of $500.00 cash will be required from the purchaser at time and place of sale. Balance to bear interest at 6% to time of settlement, or all cash at option of purchaser. Settlement to be made upon final ratification of Court. Purchaser to bear all costs of title examination, conveyancing and revenue stamps on deed.

C. Maurice Weidemeyer,
Assignee for Purpose of Foreclosure,
236 Main Street, Annapolis, Md.
CO lonial 8-5049

FILED
1964 SEPT 30 AM 10 28

FILED

BOOK 157 PAGE 557

I hereby certify that I have on this 29th day of September, 1964, sold the property described on the reverse side hereof to Norman E Browning and Virginia Lee Browning, his wife at and for the sum of $2500.00, subject to the balance due on the prior mortgage from Robert L. Edwards, Jr. and Helen B. Edwards, his wife to First Federal Savings and Loan Association dated February 20, 1959, and recorded in Liber G.T.C. 1275, at folio 439 - - - they being at that figure the highest bidders therefor; and I further certify that said sale was fairly made.

George W. Scible

George W.Scible, Auctioneer

I certify that for myself and as agent for my wife, Virginia Lee Browning & I have on this 29th day of September, 1964, purchased the property described on the reverse side hereof from C. Maurice Weidemeyer, Assignee for Purpose of Foreclosure at and for the sum of $2500.00 subject to the balance due on the First Mortgage now due and owing to First Federal Savings and Loan Association and recorded in Liber G.T.C. 1275, at folio 439, and I hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

Norman E Browning

Received from Norman E. Browning the sum of $500.00 for deposit as per terms on reverse side hereof.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

FILED

1964 SEP 30 AM 10: 28

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BOOK 157 PAGE 558

IN RE THE MORTGAGE REAL ESTATE OF ROBERT L. EDWARDS, JR. and HELEN B. EDWARDS, his wife	*	IN THE CIRCUIT COURT
	*	FOR ANNE ARUNDEL COUNTY
	*	EQUITY NO. 16,550

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

NORMAN E. BROWNING, being first duly sworn and on oath deposes and says that he, acting on his own behalf and as agent for his wife, Virginia Lee Browning, was the purchaser herein at the sale on September 29, 1964, and purchased the west 62.5 feet of lots numbered 25 and 26 excepting a 5 foot strip across the present frontage of Lot numbered 26 on Melbourne Avenue which is reserved for public road in Square numbered 7 in the Subdivision known as Owings Beach near Deale in the Seventh Election District of Anne Arundel County, Maryland, as per plat duly recorded in Plat Book 15 page 26, which said property is more particularly described by metes and bounds on the advertisement of Foreclosure Sale herein, and that as purchaser, he was only acting for himself and as agent for his wife and that no other persons are interested in the aforesaid purchase; that at no time did he directly or indirectly discourage anyone from bidding for the said property and that he believes the sale to have been fairly and properly made.

Norman E. Browning
Norman E. Browning

SUBSCRIBED and SWORN to before me this 29 day of September, 1964.

Mae E. Swenson
Notary Public

Anne Arundel County, State of Maryland

FILED
1964 SEP 30 AM 10: 28

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BOOK 157 PAGE 559

IN RE: THE MORTGAGED REAL ESTATE OF ROBERT L. EDWARDS, JR. and HELEN B. EDWARDS, his wife	*	IN THE CIRCUIT COURT
	*	FOR ANNE ARUNDEL COUNTY
	*	EQUITY NO. 16,550

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of C. Maurice Weidemeyer, Assignee for the Purposes of Foreclosure of the mortgage filed herein, respectfully shows:

That under and by virtue of the power of sale contained in the mortgage filed herein by Robert L. Edwards, Jr. and Helen B. Edwards, his wife, to Paul E. Schaub and Cora M. Schaub, his wife, dated February 24, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1275, at folio 443, which said mortgage was subsequently assigned to Paul E. Schaub, Jr., and thereafter assigned to C. Maurice Weidemeyer, Attorney for purposes of foreclosure, default having occurred under said mortgage and after having given bond as security as required by law, and after having given due notice of the time and place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper published in Anne Arundel County, State of Maryland, for more than four successive weeks, and also by giving notice by printed handbills distributed by hand, and by mail throughout the County, and by posting of said handbills on the property itself, and having complied with all the other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described at public auction at the Court House Door, Circuit Court for Anne Arundel County, Maryland, on Tuesday, September 29, 1964, at 11 o'clock, A.M., and then and there sold the said property to Norman E. Browning and Virginia Lee Browning, his wife, at and for the sum of Twenty Five Hundred

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1964 SEP 30 AM 10: 28

14

Dollars ($2,500.00), subject however, to the force and effect of a prior mortgage with a balance due thereon of approximately $5,636.35 from Robert L. Edwards, Jr. and Helen B. Edwards, his wife, dated February 20, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1275, at folio 439, the said Norman E. Browning and Virginia Lee Browning, his wife, being at that figure the highest bidders therefor, said property being more particularly described as follows:

> The west 62.5 feet of lots numbered 25 and 26 excepting a 5 foot strip across the present frontage of Lot numbered 26 on Melbourne Avenue which is reserved for public road in Square numbered 7 in the Subdivision known as Owings Beach near Deale in the Seventh Election District of Anne Arundel County, Maryland, as per plat duly recorded in Plat Book 15 page 26, which said property is more particularly described by metes and bounds as follows:
>
> BEGINNING at a point in the westerly line of Lot No. 26, five feet north of its intersection with the Northerly line of Melbourne Avenue and running thence in a Northwesterly direction 45 feet with the line common to the Lots Number 1 and 26 of the said square and subdivision and containing 50 feet with the line common to lots numbered 2 and 25; thence with the Westerly line of said lot numbered 25 in a northeasterly direction 62½ feet to a point in said line; thence through said lots numbered 25 and 26 in a southeasterly direction and parallel to the first described line 95 feet to a point; thence, departing at right angles and in a southwesterly direction 62½ feet to the point of beginning, containing in all approximately 5,937.5 square feet.

And the said Assignee further reports that he has received from the purchaser a deposit of $500.00 in accordance with the terms of sale which were advertised as follows:

> "A deposit of $500.00 cash will be required from the purchaser at time and place of sale. Balance to bear interest at 6% to time of settlement, or all cash at option of purchaser. Settlement to be made upon final ratification of Court. Purchaser to bear all costs of title examination, conveyancing and revenue stamps on deed."

Attached hereto and prayed to be considered as a part hereof is a copy of the handbill printed and circulated as aforesaid, on the reverse side of which is contained the following: (a) Certificate of Auctioneer, (b) Agreement of Purchaser, and (c) Receipt for Deposit.

C. Maurice Weidemeyer

C. Maurice Weidemeyer, Assignee for Purposes of Foreclosure

15

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

I HEREBY CERTIFY that on this 30th day of September, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. Maurice Weidemeyer, the Assignee named in the Mortgage for Purposes of Foreclosure, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein set forth and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Mary Harrison

Mary Harrison - Notary Public

16

ORDER NISI

IN RE: THE MORTGAGED REAL ESTATE
OF ROBERT L. EDWARDS, JR. and
HELEN B. EDWARDS, his wife

versus

IN R

BOOK 157 PAGE 562
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,550 Equity

Ordered, this 30th day of September, 19 64, That the sale of the property in these proceedings mentioned made and reported by C. Maurice Weidemeyer, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of November next.

The report states that the amount of sale was $ 2,500.00.

Laurie N. Phipps Clerk.

True Copy,

TEST: Clerk.

C. Maurice Weidemeyer, Atty
(Final Order)

For the Maryland Gazette (Oct. 8th Edition)

IN RE: THE MORTGAGED REAL ESTATE OF
ROBERT L. EDWARDS, JR. and
HELEN B. EDWARDS, his wife
~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of November, 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 Duckett
JUDGE.

FILED
1964 NOV 10 AM 11:01

17

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 16,550 Equity

In Re: The Mortgaged Real Estate of

ROBERT L. EDWARDS, JR.,
and
HELEN B. EDWARDS, his wife

Ordered, this 30th day of September, 1964, That the sale of the property in these proceedings mentioned made and reported by C. Maurice Weidemeyer, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of November next.

The report states that the amount of sale was $2,500.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk
O-29

FILED
1964 NOV -2 PM 2:47

No. M. G. 9471

18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 563

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 30, 1964

We hereby certify, that the annexed Order Nisi Sale Eq. 16,550 Robert L. Edwards, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of November, 1964. The first insertion being made the 2d day of October, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

IN RE: THE MORTGAGED REAL ESTATE OF
ROBERT L. EDWARDS, JR. and HELEN B. EDWARDS, his wif,

VS.

BOOK 157 PAGE 564

In the

Circuit Court

For

Anne Arundel County

No. 16,550 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

December 1, 1964

John H. Hopkins, IV, Auditor.

1964 DEC -1 PM 2:25
FILED

FINAL ORDER

ORDERED BY THE COURT, this 17th day of December, 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 DEC 17 PM 3:22

19.

20

Dr. IN RE: THE MORTGAGED REAL ESTATE OF ROBERT L. EDWARDS, JR. and HELEN B. EDWARDS, his wife, BOOK 157 PAGE 565

In Acct. with C. MAURICE WEIDEMEYER, Assignee

					Cr.	
1964, September 29						
Proceeds of Sale	2,500	00				
Interest on deferred payment of $2,000.00 from						
9/29/64 to 11/23/64	18	00	2,518	00		
					2,518	00
To Assignee for fee, viz:	50	00				
To Assignee for commissions, viz:	107	95	157	95		
To Assignee for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	28	00				
Auditor - stating this account	25	00	63	00		
To Assignee for expenses, viz:						
Capital Gazette Press - advertising sale	113	76				
Capital Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	18	03				
George W. Scible - auctioneer's fee	45	00				
Globe Indemnity Co. - Bond premium	10	00				
1964 County taxes, adj. 1/1/64 to 11/23/64(175.02)	156	79				
L.N.Phipps, Clerk - recording assignment	1	00				
Mary Harrison - notary fees	1	50	361	08		
To Paul E. Schaub, Jr., Mortgage claim in full	1,161	78				
Interest on principal balance of $1,161.78 from						
6/1/63 to 12/15/64 - 562 days @ 6%	107	35	1,269	13		
To Robert L. Edwards, Jr. and Helen B. Edwards,						
this surplus	666	84	666	84		
					2,518	00

BOOK 157 PAGE 566

Walter S. Calwell, Attorney Named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
VS	*	ANNE ARUNDEL COUNTY
Floyd Lee Renfro and Anna Renfro, his wife	*	(In Equity)
	*	No. 16,294 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 Floyd Lee Renfro and Anna Renfro, his wife, to Baltimore Federal Savings and Loan Association, dated August 10, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1499 folio 8.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Maryland 21202

LE 9-6841

FILED

1964 APR 23 PM 2:39

City and County Form.

BOOK 1499 PAGE 8 BOOK 157 PAGE 567

This Mortgage, Made this 10th day of August, in the year one thousand, nine hundred and sixty-one, between Floyd Lee Renfro and Anna Renfro, his wife of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of FORTY THOUSAND and 00/100 ($40,000.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

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

By the payment of Three hundred thirty-seven and 55/100 ($337.55) Dollars, commencing on the first day of September, 19 61, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEGINNING for the same at an iron pipe set in concrete on the east side of Mayo State Road, said pipe being located at the end of the south 20 degrees 59 minutes west 260.21 foot line of the conveyance from William W. Lewis and wife to Benjamin C. Lewis and Bessie Lewis, his wife by Deed dated January 2, 1943 and recorded in JHH 275 folio 245 and running from said beginning point and with said line reversely north 20 degrees 59 minutes east 260.21 feet to a pipe thence leaving said road and running with the boundaries of said conveyance as now surveyed south 68 degrees 33 minutes east 305.39 feet to a pipe found at the southeast corner of the property belonging to Herman Groller, etal, continuing with said boundary line north 22 degrees 40 minutes east 207.27 feet to an iron bar found in the south boundary of the Edward Collison property thence continuing with the boundary line of said conveyance to Benjamin C. Lewis and wife south 68 degrees 09 minutes east 343.46 feet to a spike found in a gum stump at the beginning of said conveyance south 13 degrees 10 minutes west 238.9 feet to a pipe thence south 13 degrees 05 minutes west 397.68 feet to a pipe thence south 12 degrees 58 minutes west 279.75 feet to a pipe thence north 66 degrees 06 minutes west 388.18 feet to a pipe set at the southwest corner of a recent 2 acre tract conveyed by Bessie Lewis, widow, to Lester Brashears and William Brashears thence with the east and north lines of said conveyance north 21 degrees 35 minutes east 419.22 feet to a pipe and north 67 degrees 44 minutes 30 seconds west 397.77 feet to the beginning. Containing 9.46 acres more or less.

BEING the same lot of ground which by Deed dated July 10, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC 1049 folio 144 was granted and conveyed by The Kenwick Company unto the Mortgagors herein.

STATE OF MARYLAND RECORDATION TAX ACT OF 1947 $55.00 — $22.00 — $11.00

Plaintiff's Exhibit A.

1961 APR 23 PM 2:30

F.E.

3

TOGETHER with the following chattels:

8 Brody booths
2- 24 x 42 Brody tables
4- 30 x 30 Brody tables
28- Captains Chairs
1- deep fat fryer
1- condiment stand
12- stools
1- back bar
1- formica bar
1- Perlick Model 9277 - 33 case beverage cooler
1- Perlick Model 5123 draft beer system
14- guage stainless steel sink
1- pot sink
1- pot rack for over work table
1- maple top work table
1- National Register
20- lamps
1 TV set
1- Model HLR-12-23-U Foster Refrigerator
1- Model 4023-A South Bend Range
1- stainless steel hood and aluminum grease filters
1- Jennair roof fan
1- sink

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for and during the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the yearly rent of [illegible] forever, in fee-simple

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

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

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

thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, at any time ~~in an amount not less than one monthly installment of principal, provided that six months advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayments~~; (11) that it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums on the first day of each month, as part of the regular monthly payment, by payment of a sum equal to one-twelfth (1/12) of such annual mortgage guaranty insurance premium in accordance with the provisions of (1) of the aforegoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor hereby agrees to repay the Mortgagee for such amount so advanced by the Mortgagee for such single premium.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of ....$100.00.....Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).
WITNESS the corporate seal of the said Mortgagor, and the signature of its Vice-President.

WITNESS:

JOHN R. HOLLAND, JR.

Floyd Lee Renfro (SEAL)

(SEAL)

Anna . Renfro (SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this.....10th.....day of .....August....., 19.....61....., before me, a Notary Public of said State, personally appeared....Floyd Lee Renfro and Anna Renfro, his wife.....

.....

.....

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

AS WITNESS my hand and Notarial Seal.

JOHN R. HOLLAND, JR.
Notary Public

My commission expires May 6, 1963

Record for record Aug. 14, 1961 at 9:37 A.M.
Mailed to The Colonial Title Guarantee Co.

JOHN R. HOLLAND, JR. NOTARY PUBLIC BALTIMORE CO., MD.

BOOK 1499 PAGE 11

T.C.C.

4

BOOK 157 PAGE 570

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
Floyd Lee Renfro and Anna Renfro, His wife	:	ANNE ARUNDEL COUNTY (In Equity)

NON-MILITARY SERVICE AFFIDAVIT 16,294

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 22nd day of April 1964 before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

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

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

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

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

ROBERT F. VAVRINA NOTARY PUBLIC BALTIMORE CO. MD.

Robert F. Vavrina, Notary Public
Robert F. Vavrina

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

FILED

1964 APR 23 PM 2:30

5

BOOK 157 PAGE 571

Walter S. Calwell, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
		FOR
VS	:	ANNE ARUNDEL COUNTY
Floyd Lee Renfro and Anna Renfro, his wife	:	In Equity - No. 16,294
	:	

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim ofBaltimore Federal Savings and Loan Association

under the Mortgage from Floyd Lee Renfro and Anna Renfro,his wife,

to Baltimore Federal Savings and Loan Association

dated the 10th day ofAugust 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC No 1499 Folio 8

Amount of Mortgage	$ 40,000.00
Less- amount paid om principal	2,035.55
	37,964.45
Plus- interest to 4/20/64	696.06
	38,660.51
Less- balance in expense account	200.49
	38,460.02

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 22nd day of April 1964 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

~~Clara M. Lisk~~, Notary Public
Robert F. Vavrina

ROBERT F. VAVRINA NOTARY PUBLIC BALTIMORE CO. MD.

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 572

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 6, 1964

We hereby certify, that the annexed

Attorney's Sale

Renfro's Restaurant & T. Bar.

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 June, 1964. The first insertion being made the 14th day of May, 1964

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1964 JUN -8 PM 1:42

By R. Pilghman

CALLAHAN AND WELL
Solicitors
Baltimore Federal Building
Baltimore, Md. 21202

Attorney's Sale

OF VALUABLE MODERN AND ATTRACTIVE RESTAURANT AND BAR PROPERTY AND CHATTELS, EXCELLENTLY EQUIPPED AND AIR CONDITIONED, KNOWN AS

RENFRO'S RESTAURANT AND BAR

(Zoned heavy commercial) also

ATTRACTIVE 1½ STORY DWELLING

(Zoned heavy commercial) and

8 ACRES, MORE OR LESS, UNIMPROVED LAND IN REAR

(Zoned for residential development)

ALL IN FEE SIMPLE, SITUATE AT

MAYO, ANNE ARUNDEL COUNTY, NEAR BEVERLY BEACH, ON STATE HIGHWAY, ROUTE 214, ABOUT 15 MILES SOUTH OF ANNAPOLIS AND 25 MILES FROM DISTRICT LINE

Under and by virtue of the power and authority contained in a Mortgage from Floyd Lee Renfro and Anna Renfro, his wife to Baltimore Federal Savings and Loan Association, dated August 10th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1499 folio 8 (default having occurred thereunder) the undersigned Attorney will sell at Public Auction on the premises on

THURSDAY, JUNE 11th, 1964
COMMENCING
AT TWO P.M. (E.D.T.)

all those parcels of ground situate in the First Election District of Anne Arundel County and offered as follows:—

1st. Restaurant and Bar —

Beginning for the same at a point on the southeasternmost side of Mayo Road; said point marks the beginning of the second or South 68 degree 33 minutes East 305.39 ft. line described in that conveyance from Harry L. Katz, et. al. to Floyd Lee Renfro by deed dated June 25, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1041, folio 33; thence from the point of beginning so fixed leaving said Mayo Road and binding on part of said second line, South 68 degrees 33 minutes East 200.00 ft.; thence leaving said second line and running for a line parallel to and distant 200 ft. southeasterly at right angles from said Mayo Road, South 20 degrees 59 minutes West 128.57 ft. to the center of a right-of-way 40 ft. wide as now established; thence binding on the center line of said 40 ft. right-of-way, the following: (1) along a regular curve to the right having a radius of 337.03 ft., a chord North 57 degrees 11 minutes 45 seconds West 4.17 ft., a distance 4.17 ft. to a point of reverse curve; (2) thence binding along a regular curve to the left having a radius of 424.41 ft., a chord North 63 degrees 03 minutes West 81.36 ft., a distance 81.48 ft. to a point of tangency; (3) thence along said tangent, North 68 degrees 33 minutes West 115.00 ft. to intersect the first or 260.21 ft. line described in the aforementioned conveyance to Renfro; thence leaving said center line and binding on part of said first line and binding on the southeasternmost side of said Mayo Road, North 20 degrees 59 minutes East 120.00 ft. to the point of beginning.

Containing 0.56 of an acre of land, more or less, within the bounds of this description.

Subject, however, to one-half of the 40 ft. right-of-way as now established, the center line of which being more particularly described by the 3rd, 4th, and 5th lines of the hereinabove described parcel with the right to use in common of said right of way with those entitled.

2nd. Unimproved land in rear, which is zoned heavy commercial —

Beginning for the same at a point which marks the end of the 2nd or 305.39 ft. line described in that conveyance from Harry L. Katz, et. al. to Floyd Lee Renfro by deed dated June 25, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1041, folio 33; thence from the point of beginning so fixed and binding on the outlines of said conveyance to Renfro, the following eight courses and distances: North 22 degrees 40 minutes East 207.27 ft., South 68 degrees 09 minutes East 343.46 ft., South 13 degrees 10 minutes West 288.90 ft., South 13 degrees 05 minutes West 397.68 ft., South 12 degrees 58 minutes West 279.75 ft., North 66 degrees 06 minutes West 388.18 ft., North 21 degrees 35 minutes East 419.22 ft., and North 67 degrees 44 minutes 30 seconds West 197.72 ft.; thence leaving said outline and running for a line of division as now established parallel to and distant 200 ft. southeasterly at right angles from the first or 260.21 ft. line described in the aforementioned conveyance to Renfro, North 20 degrees 59 minutes East 263.03 ft. to intersect the aforementioned 2nd or 305.39 ft. line; thence binding on part of said 2nd line, South 68 degrees 33 minutes East 105.38 ft. to the point of beginning.

Containing 8.26 acres of land, more or less, within the bounds of this description.

Together with the right to the use in common with others entitled of a 40 ft. right-of-way as now established as a means of ingress and egress from Mayo Road to the hereinabove described parcel, the center line of which being more particularly described as follows:

Beginning for the same at a point on the southeasternmost side of Mayo Road; siad point being in the first or 260.21 ft. line described in that conveyance from Harry L. Katz, et. al. to Floyd Lee Renfro by deed dated June 25, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1041, folio 33; said point of beginning being located North 20 degrees 59 minutes East 140.21 ft. measured along said first line from the beginning thereof; thence from the point of beginning so fixed leaving said Mayo Road and leaving said first line and binding on the center line of the right-of-way 40 ft. wide as now established, the following: (1) South 68 degrees 33 minutes 00 seconds East 115.00 ft. to a point of tangency; (2) thence along a regular curve to the right having a radius of 424.41 ft., a chord South 63 degrees 03 minutes East 81.36 ft., a distance of 81.48 ft. to a point of reverse curve; (3) thence along a regular curve to the left having a radius of 337.03 ft., a chord South 57 degrees 11 minutes 45 seconds East 4.17 ft., a distance 4.17 ft. to intersect the ninth or 263.03 ft. line of the hereinabove described parcel; said last mentioned point being located North 20 degrees 59 minutes East 134.46 ft. measured along said ninth line from the beginning thereof.

The above land was changed from agricultural to urban residential use by authority of the Planning and Zoning Commission of Anne Arundel County.

A proposed plan or study of this parcel was prepared by James D. Hicks & Associates, Surveyors and Civil Engineers, Annapolis, Maryland, a copy may be seen at the office of the undersigned Attorney or Office of the mentioned Surveying Firm.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining; and especially the use of the road, 40 feet wide, mentioned in the above description by the properties hereinabove described.

Subject to a Utility Agreement between Floyd Lee Renfro and wife and Baltimore Gas and Electric Company; dated November 9th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1356 folio 145 regarding erection and maintenance of poles, wires ets.

All of the above properties including all of the chattels as offered will be offered first separately and the bids reserved, then offered as an entirety and sold finally in a manner producing the greatest amount.

Improved by a restaurant and bar of block and brick construction, one story in height, approximately 60 by 40 feet, asphalt over concrete floor, centrally air conditioned, hot water, oil-fired heat, containing 3 washrooms, 2 ceramic tiled.

This property is zoned heavy commercial, under authority of the Planning and Zoning Commission of Anne Arundel County.

Immediately thereafter the following chattels contained in Restaurant and Bar will be offered—

8 Brody Viking Series Booths. 2 single and 2 double booths

2 24 by 42 Brody tables

4 30 by 30 Brody tables

28 Captains chairs, hand hewn seats

1 Deep fat fryer

1 Condiment stand

12 Stools, with backs

1 Back bar

1 38 foot formica bar and return, slant rail and mixing rail

1 Perlick Model 9277, 33 case beverage cooler complete with sliding door and machine

1 Perlick Model 5123 draft beer system with machine gas valve, tap etc., self contained

1 14 gauge stainless steel sink with 3 compartments and swivel spigot and drainboards

1 54 inch, 14 gauge pot sink with swivel spigot and drainboard

1 Pot rack for over work table

1 5 foot 30 inch maple top work table

1 National cash register

10 Lamps

1 Model HLR-12-23-U Foster Refrigerator, self contained

1 Model 4023-A South Bend 6 burner range—2 ovens and broiler

1 24 inch by 3 feet 6 inch by 7 feet stainless steel hood and aluminum grease filters

1 Jennair roof fan

1 5 foot, 3 compartment sink

The above chattels will be first offered as an entirety and the bid reserved, and then offered individually and sold in the manner producing the greatest amount, such final bid, however, will be reserved as hereinbelow set forth for an entire offering.

2nd. Dwelling--

Beginning for the same at a point on the southeasternmost side of Mayo Road; said point marks the point of beginning described in that conveyance from Harry L. Katz, et. al. to Floyd Lee Renfro by deed dated June 25, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1041, folio 33. Thence from the point of beginning so fixed binding on the southeasternmost side of said Mayo Road and binding on part of the first or 260.21 ft. line described in said conveyance to Renfro, North 20 degrees 59 minutes East 140.21 ft.; thence leaving said Mayo Road and leaving said first line and binding on the center of a right-of-way 40 ft. wide as now established, the following: (1) South 68 degrees 33 minutes 00 seconds East 115.00 ft. to a point of tangency; (2) thence along a regular curve to the right having a radius of 424.41 ft., a chord South 63 degrees 03 minutes East 81.36 ft., a distance 81.48 ft. to a point of reverse curve; (3) thence along a regular curve to the left having a radius of 337.03 ft., a chord South 57 degrees 11 minutes 45 seconds East 4.17 ft., a distance of 4.17 ft.; thence leaving said center line and running for a line of division as now established parallel to and distant 200 ft. southeasterly at right angles from said Mayo Road South 20 degrees 59 mintues West 134.46 ft. to intersect the east or 397.77 ft. line described in the aforementioned conveyance to Renfro; thence binding on part of said last line, North 67 degrees 44 minutes 30 seconds West 200.05 ft. to the point of beginning.

Containing 0.64 of an acre of land, more or less, within the bounds of this description.

Subject, however, to one-half of a 40 ft. right-of-way as now established, the center line of which being more particularly described as the 2nd, 3rd, and 4th lines of the hereinabove described

TERMS OF SALE:—The following cash deposits will be required of the purchasers 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, viz: — $2500.00 for restaurant and bar property, $500.000 for chattels, $1000.00 for dwelling and $500.00 for unimproved property. 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

A. J. Billing & Co.
Auctioneer

16 294

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 575

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 19, 1964

We hereby certify, that the annexed

Attorney's Sale

Floyd Lee Renfro

was published in

Maryland Gazette

FILED 1964 SEP 21 PM 3:11

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of September, 1964. The first insertion being made the 3rd day of September, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 157 PAGE 576

WALTER S. CALWELL,
Attorney Named in Mortgage

vs,

FLOYD LEE RENFRO AND
ANNA RENFRO, HIS WIFE

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity - No. 16,294

AMENDED
STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from Floyd Lee Renfro and Anna Renfro, his wife

to Baltimore Federal Savings and Loan Association

dated the 10th day of August 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No 1499 Folio 9

Amount of Mortgage	$40,000.00
Less - amount paid on principal	2,770.50
	37.229.50
Plus - interest to 8/10/64	434.40
	37,663.90
Less - balance in expense account	642.74
	37,021.16

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 23rd day of September 1964 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

Clara M. Link

Clara M. Link, Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

FILED
1964 SEP 24 AM 10: 21

Equit No. 16294

Mortgagee and Attorney's Bond. 1-369

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

BOOK 157 PAGE 577
60 JOHN STREET
NEW YORK, N. Y.

BOND NO: 0466-0370-1926-64

BOOK 12 PAGE 529

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore 2, Maryland as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New-York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of THIRTY-SEVEN THOUSAND ONE HUNDRED AND NO/100 - - - - - ($37,100) - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 22nd day of September 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 Floyd Lee Renfro and Anna Renfro, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 10th day of August nineteen hundred and sixty-one and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1499, Folio 9, ~~and~~

Mayo State 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. Sink

Witness as to Surety:

J. McDuffie

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols, Attorney-in-fact

FILED
1964 SEP 24 AM 10: 21

Bond approved this 24th day of September, 1964

Laura N. Phipps Clerk

STATE OF MARYLAND, Baltimore County, Sct.: BOOK 157 PAGE 578

I HEREBY CERTIFY, That on this 24th DAY OF September 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, State - - - - - AFORESAID, personally appeared Robert L. BRA Shears, 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, Fixtures, Equipment-Renfro's Rest. & Bar, Cottage Property & Unimproved Lot, as entirety situated at Mayo, A.A. Co., Md. In Fee-Simple. mentioned in the said Report of Sale.

Robert L Brackson
Purchaser

Jack F. Pillig
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 SEP 28 AM 10: 30

//

SPECIAL NEWS!
OWNER SAYS BRING ME AN OFFER NOW! 2 BDRM COTTAGE IN HARUNDALE! RIGHT ON TOP OF SHOPPING, SCHOOLS & CHURCHES! V.A. TERMS — NO MONEY DOWN — PRICE HIST. 000 C. 1 9
south of Riviera Beach. Half acre lots, wooded or cleared, level or sloping, public water, sewerage and paved roads. Waterfront privileges, off Fort Smallwood Road. Very short distance to new Northeast High School. From $2500.00. $100

BOOK 157 PAGE 579

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
FLOYD LEE RENFRO AND ANNA RENFRO, HIS WIFE	:	(In Equity) - 16,294
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated August 10th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1499 folio 8 from said Floyd Lee Renfro and Anna Renfro, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County ~~for more than three successive weeks preceding the day of sale~~ Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 24th day of September, 1964 at 2.30 P.M. attend on the premises and then and there sold ~~the~~ as an entirety, said fee simple property property situate, lying and being in Anne Arundel County

All those three parcels of ground, the first two thereof, being improved and situate on the southeasternmost side of Mayo Road, ~~including the land in the 40 foot right of way~~ and the third thereof being unimproved land in the rear of said two parcels; all as embraced in the description in the aforementioned Mortgage, and described in detail in the attached advertisement of sale; and also all chattels and fixtures described in said advertisement of sale, except one National cash register, which was withdrawn from sale

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1964 SEP 28 AM 10: 30

BY TERMS OF SALE, a cash deposit of Forty-Five Hundred ($4500.00) 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.

All of said property, chattels and fixtures having been first offered individually in accordance with the advertisement of sale, but were sold as an entirety to Robert L. Brashears at and for the sum of Forty-four Thousand ($44,000.00) Dollars, said purchaser being then and there the highest bidder therefor in the manners offered.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 25th day of September, 1964 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE MD.

Clara M. Link, Notary Public

13

ORDER NISI

WALTER S. CALWELL, Attorney Named in Mortgage

versus

FLOYD LEE RENFRO AND ANNA RENFRO, HIS WIFE

BOOK 157 PAGE 581

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,294 Equity

Ordered, this 28th day of September, 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 2nd 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 2nd day of November next.

The report states that the amount of sale was $ 44,000.00.

Louis N. Phipps Clerk.

True Copy,

Walter S. Calwell, Atty. TEST: For the Maryland Gazette Clerk.

(Final Order)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

FLOYD LEE RENFRO AND ANNA RENFRO, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of November, 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.

V Bowen Duckett

JUDGE.

FILED

1964 NOV -6 AM 11:56

14

Mortgagee and Attorney's Bond. 1-369

BOOK 157 PAGE 582

BOOK 12 PAGE 542

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

ADDITIONAL BOND NO: 0466-0370-1926-64

No. 16, 294 Equity

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore 2, Maryland as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New-York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FOUR THOUSAND FOUR HUNDRED AND NO/100 - - - - - ($4400.00) - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 2nd day of October 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 Floyd Lee Renfro and Anna Renfro, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 10th day of August nineteen hundred and sixty-one and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1499, Folio 9, ~~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. Mayo State Road - Anne Arundel County, Md.

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. Lirk

Attest:

Witness as to Surety:

J. McDuffie

Additional Bond approved this 5th day of October, 1964

Louis N. Phipps, Clerk

Walter S. Calwell (Seal)

Walter S. Calwell (Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols

R. H. Nichols, Attorney

FILED

1964 OCT -5 AM 10:06

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 16,294 Equity

WALTER S. CALWELL, Attorney, Named in Mortgage

versus

FLOYD LEE RENFRO and ANNA RENFRO, his wife

Ordered, this 28th day of September, 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 2nd 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 2nd day of November next.

The report states that the amount of sale was $44,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

O-22

FILED

1964 OCT 23 PM 1:58

No. M.G. 9442

16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 157 PAGE 583

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 23, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,294

Floyd Lee Renfro

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

FLOYD LEE RENFRO AND ANNA RENFRO

BOOK 157 PAGE 584

In the

Circuit Court

For

Anne Arundel County

No. 16,294 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 DEC -2 PM 2:39

All of which is respectfully submitted.

Arthur Anderson Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 18th day of December, 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: B. Fitzhugh, deputy

FILED
1964 DEC 18 AM 9:39

17

18

Dr. Mortgaged Real Estate of Floyd Lee Renfro and
Anna Renfro, his wife

BOOK 157 PAGE 585

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

						Cr.	
By	Amount of Sale, as Per Attorney's Report of Sale filed			44,000	00		
By	Interest 6% on deferred payment, $39,500.00 from 9/24/64 to 11/24/64			395	00		
By	Adjustment, taxes, from 9/24/64 to 12/31/64			140	55		
						44,535	55
To	Attorney for fee, viz	400	00				
To	Attorney for commission, viz	1,160	00				
				1,560	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	48	00				
	Sheriff	8	00				
	Auditor, this account	60	00				
				126	00		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	406	14				
	Sunpapers, Advertising - Sale	405	20				
	Washington Post - Advertising - Sale	49	50				
	New Amsterdam Casualty Co. - bond	166	00				
	A. J. Billig & Co. - auctioneer's fee	1,065	00				
	Notary fees	2	50				
	Adjustment, personal property tax from 1/1/64 to 9/24/64	141	78				
				2,236	12		
To	Baltimore Federal Savings & Loan Assoc. Mortgagee in full for Mortgage claim filed	37,021	16				
	Interest 6% on principal balance $36,586.76 from 8/11/64 to 12/18/64	745	95				
				37,767	11		

To	Malcolm B. Smith in full for judgment						
	claim filed - JP Dkt. #19 fo. 403						
	Principal amount of judgment	304	50				
	Interest 6% from 6/6/62 to 12/18/64	46	28				
	Court costs	15	00				
				365	78		
To	James D. Hicks, in full for judgment						
	claim filed - Law A-9949						
	Principal amount of judgment	576	00				
	Interest 6% from 11/14/63 to 12/18/64	37	82				
	Court costs	28	30				
				642	12		
To	Noah H. Hillman, in full for judgment						
	claim filed - Law A-9944						
	Principal amount of judgment	125	00				
	Interest 6% from 11/18/63 to 12/18/64	8	13				
	Court costs	23	30				
				156	43		
To	Paul Datlow, on account of second						
	Mortgage claim filed	1,681	99				
				1,681	99		
						44,535	55

BOOK 157 PAGE 587

In the Matter of the	:	No. 16,608	Equity
Mortgaged Real Estate of	:	In the Circuit Court	
George H. Nicholson and	:	for	
Mamie L. Nicholson, his wife	:	Anne Arundel County	
	:		

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

FILED
1964 SEP 22 PM 12:59

306242

No. 16,608 Equity

BOOK 157 PAGE 588 BOOK 1673 PAGE 202

Purchase Money

This Mortgage, Made this 12th day of **July**, in the year one thousand, nine hundred and sixty **-three**, between **GEORGE H. NICHOLSON and MAMIE L. NICHOLSON, his wife**, of **Anne Arundel County** in the State of Maryland, hereinafter called Mortgagor, and the LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of **FIVE THOUSAND ---------($5,000.00)** Dollars, being part of the purchase money for the property hereinafter described;

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

By the payment of **FORTY-THREE DOLLARS ----------($43.00)** on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments shall be applied by the Mortgagee in the following order: (1) to the payment of interest, and (2) to the payment of the aforesaid principal sum, provided the Mortgagor is not in default on any other payments required under the terms of the Mortgage.

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

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

BEING all that lot or parcel of ground containing 2.33 acres, more or less, and as more particularly described by metes and bounds in a deed to the within-named Mortgagors by George C. Heider, Widower, of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

STATE OF MARYLAND RECORDATION TAX ACT OF 1947 $5.50 $5.50

5.50

FILED

1964 SEP 22 PM 3:47

2

3

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

To Have and to Hold the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple.

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire, windstorm or such other hazards as may be required by the Mortgagee for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable and to establish a fund to assure said payments, the Mortgagor shall pay to Mortgagee on the first day of each month one-twelfth of the yearly aggregate of such items. In the event the Mortgagor fails to make the payments or establish the fund, the Mortgagee, its successors or assigns, is hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same. It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor, his heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland, passed in the year 1955, or any amendments, re-enactments or supplements thereto; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days. If the mortgage debt is paid before maturity and the aggregate amount of all prepayments made in any one year exceeds 20 per centum of the original principal amount of the loan, 180 days' interest at the rate specified in this mortgage on the amount of such excess shall be paid to the Mortgagee. The Mortgagor covenants and agrees to pay a "late charge" not to exceed 4% of any payment which is not paid within 15 days of the due date thereof to cover the extra expenses involved in handling delinquent payments.

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

And the said Mortgagor, in 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 William W. Townshend, Jr., its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situated; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of one hundred ($100.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS the hand and seal of the said Mortgagor.

WITNESS:

William W. Townshend
WILLIAM W. TOWNSHEND, JR

George H. Nicholson [SEAL]
George H. Nicholson

Mamie L. Nicholson [SEAL]
Mamie L. Nicholson

[SEAL]

[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT: BOOK 1673 PAGE 204

I HEREBY CERTIFY, that on this 12th day of July, 1963, before me, the subscriber, a Notary Public, of the State and County aforesaid, personally appeared **George H. Nicholson and Mamie L. Nicholson, his wife** the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the person(s) whose name(s) are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared WILMER M. JOHNSON, Vice President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

William W. Townshend
WILLIAM W. TOWNSHEND, JR NOTARY PUBLIC

My commission expires May 3rd, 1965.

9.00

Rec'd for record July 12, 1963 at 3:00 P.M.
Mailed to Townshend & Kirk

BOOK 157 PAGE 591

WILLIAM W. TOWNSHEND, JR., ATTORNEY

Towns-Worth Building, South Street

Annapolis, Maryland

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

OF

VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from George H. Nicholson and Mamie L. Nicholson, his wife, dated July 12th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1673, Folio 202, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises on

MONDAY, OCTOBER 19th, 1964

at 11:00 o'clock A.M.

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

BEGINNING for the same at a point on the East side of the Chalk Point Road, said point being North 9° 51' 40" East, 200 ft. along the last line of the conveyance from Annie Irene Stange to the Mialger Realty Company by deed dated October 27, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 716, Folio 404, and running from said beginning point so fixed with the remaining part of said last line and with part of the North 9° 51' 40" East, 250.15 foot line of the conveyance from said Stange to said Mialger Realty Company by second deed dated May 15, 1952 and recorded among said Land Records in Liber J.H.H. 683, Folio 71, North 9° 51' 40" East, 200 ft.; thence leaving Chalk Point Road and crossing the second mentioned conveyance, South 75° 49' 10" East, 517.82 ft. to intersect the South 14° 41' 30" West, 457.10 foot line of the second mentioned conveyance; thence with part of said line and part of the South 14° 41' 30" West, 273.05 foot line of the first mentioned conveyance, South 14° 41' 30" West, 200 ft. to a point, North 14° 41' 30" East, 200 ft. from the end of the last mentioned 273.05 foot line; thence crossing the first mentioned conveyance, North 75° 45' 20" West, 500.97 ft. to the place of beginning. Containing 2.33 acres, more or less, as described from a plat made by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors dated May 15, 1963, and recorded with Deed in Liber L.N.P. 1673, Folio 199.

FILED
1964 SEP 22 PM 12:59

BEING the same property conveyed unto George H. Nicholson and Mamie L. Nicholson, his wife, by George C. Heider, Widower, by Deed dated July 12th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1673, Folio 199.

The above described property is subject to a 15 ft. widening strip along Chalk Point Road, as shown on aforesaid plat.

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

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

- -

The Maryland Gazette - September 24th, and
October 1st, 8th and 15th, 1964

Please send twenty-five handbills.

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AFFIDAVIT OF NON-MILITARY SERVICE

BOOK 157 PAGE 593

In the Matter of the Mortgaged Real Estate of George H. Nicholson and Mamie H. Nicholson, his wife

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

I hereby certify that, on this 22nd day of September, 1964, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William W. Townshend, Jr., Attorney named in Mortgage from George H. Nicholson and Mamie L. Nicholson, his wife,

plaintiff, in the above entitled cause, and made oath, in due form of law that to the best of his knowledge that defendants

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

George H. Nicholson and Mamie H. Nicholson, his wife

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 22nd day of September, 1964.

DOROTHY P. McNEW NOTARY PUBLIC Notarial Seal

Dorothy P. McNew, Notary Public.

My Commission will expire on:

May 3rd, 1965

Filed,

FILED
1964 SEP 22 PM 12:59

BOOK 157 PAGE 594

In the Matter of the	: No. 16,608		Equity
Mortgaged Real Estate of	:	In the Circuit Court	
George H. Nicholson and	:	for	
Mamie L. Nicholson, his wife	:	Anne Arundel County	
	:		

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from George H. Nicholson and Mamie L. Nicholson, his wife, to Loyola Federal Savings and Loan Association, dated July 12th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1673, Folio 202.		$5,000.00
Total amount paid on account of principal.	$127.90	
Expense Account - Overdrawn	52.19	75.71
		$4,924.29
Plus Interest to October 31, 1964		194.88
Amount of Mortgage Indebtedness		$5,119.17

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 22nd day of September, 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and acknowledged the aforegoing Statement of Mortgage Claim to be true and bona fide as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

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1964 SEP 22 PM 12:59

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BOOK 12 PAGE 551 BOOK 157 PAGE 595

The Pennsylvania Insurance Company

#16,608 Equity

A STOCK COMPANY

BOND NO. 48 07 99

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and THE PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of SEVEN THOUSAND NINE HUNDRED FIFTY AND NO/100 ($7,950.00) - DOLLARS - current money to be Paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 7th day of October, 1964.

WHEREAS, By virtue of a power of sale contained in a Mortgage from George H. Nicholson and Mamie L. Nicholson, his wife, to the Loyola Federal Savings and Loan Association, bearing date on or about the 12th day of July, 1963, and recorded among the Land Records of Anne Arundel County, in Liber L.N.P. 1673, Folio 202, the said William W. Townshend, Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

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

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

WITNESS AS TO PRINCIPAL:

Dorothy P. McNew

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

Witness as to Surety:

Rosalie Parie

THE PENNSYLVANIA INSURANCE COMPANY

BY James F. Cook
James F. Cook
Attorney-in-fact

FILED
1964 OCT 13 PM 1:10

Form 24 S831

8-61

WILLIAM W. TOWNSHEND,
J
Attorney
Towns-Worth Bldg., South St.
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from George H. Nicholson and Mamie L. Nicholson, his wife, dated July 12th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1673, Folio 202, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises on

MONDAY, OCTOBER 19th, 1964 AT 11:00 O'CLOCK A.M.

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

BEGINNING for the same at a point on the East side of the Chalk Point Road, said point being North 9 degrees 51' 40" East, 200 ft. along the last line of the conveyance from Annie Irene Stange to the Mialger Realty Company by deed dated October 27, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 716, Folio 404, and running from said beginning point so fixed with the remaining part of said last line and with part of the North 9 degrees 51' 40" East, 250.15 foot line of the conveyance from said Stange to said Mialger Realty Company by second deed dated May 15, 1952 and recorded among said Land Records in Liber J.H.H. 683, Folio 71, North 9 degrees 51' 40" East, 200 ft.; thence leaving Chalk Point Road and crossing the second mentioned conveyance, South 75 degrees 49' 10" East, 517.82 ft. to intersect the South 14 degrees 41' 30" West, 273.05 foot line of the first mentioned conveyance, South 14 degrees 41' 30" West, 200 ft. to a point, North 14 degrees 41' 30" East, 200 ft. from the end of the last mentioned 273.05 foot line; thence crossing the first mentioned conveyance, North 75 degrees 45' 20" West, 500.97 ft. to the place of beginning. Containing 2.33 acres, more or less, as described from a plat made by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors dated May 15, 1963, and recorded with Deed in Liber L.N.P. 1673, Folio 199.

No. 10

16618

BOOK 157 PAGE 596

OFFICE OF

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 17, 1964

We hereby certify, that the annexed

Attorney's Sale

George H. Nicholson

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 24th day of September, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1964 OCT 19 PM 4:16

BEING the same property conveyed unto George H. Nicholson and Mamie L. Nicholson, his wife, by George C. Heider, Widower, by Deed dated July 12th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1673, Folio 199.

The above described property is subject to a 15 ft. widening strip along Chalk Point Road, as shown on aforesaid plat.

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

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr.,
Attorney
Towns-Worth Bldg., South St.
Annapolis, Maryland

ROBERT H. CAMPBELL,
Auctioneer O-15

BOOK 157 PAGE 597

ROBERT H. CAMPBELL - - - - Auctioneer

WILLIAM W. TOWNSHEND, JR., ATTORNEY
Towns-worth Building, South Street
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Improved Fee Simple Real Estate

Under and by virtue of a power of sale contained in a mortgage from George H. Nicholson and Mamie L. Nicholson, his wife, dated July 12th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1673, Folio 202, default having occurred thereunder, the undersigned Attorney will offer at public auction on the premises on

MONDAY, OCTOBER 19th, 1964

AT 11:00 O'CLOCK A.M.

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

BEGINNING for the same at a point on the East side of the Chalk Point Road, said point being North 9°51'40" East, 200 ft. along the last line of the conveyance from Annie Irene Stange to the Mialger Realty Company by deed dated October 27, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 716, Folio 404, and running from said beginning point so fixed with the remaining part of said last line and with part of the North 9°51'40" East, 250.15 foot line of the conveyance from said Stange to said Mialger Realty Company by second deed dated May 15, 1952 and recorded among said Land Records in Liber J.H.H. 683, Folio 71, North 9°51'40" East, 200 ft.; thence leaving Chalk Point Road and crossing the second mentioned conveyance, South 75°49'10" East, 517.82 ft. to intersect the South 14°41'30" West, 457.10 foot line of the second mentioned conveyance; thence with part of said line and part of the South 14° 41'30" West, 273.05 foot line of the first mentioned conveyance, South 14°41'30" West, 200 ft. to a point, North 14°41'30" East, 200 ft. from the end of the last mentioned 273.05 foot line; thence crossing the first mentioned conveyance, North 75°45'20" West, 500.97 ft. to the place of beginning. Containing 2.33 acres, more or less, as described from a plat made by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors dated May 15, 1963, and recorded with Deed in Liber L.N.P. 1673, Folio 199.

BEING the same property conveyed unto George H. Nicholson and Mamie L. Nicholson, his wife, by George C. Heider, Widower, by Deed dated July 12th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1673, Folio 199.

The above described property is subject to a 15 ft. widening strip along Chalk Point Road, as shown on aforesaid plat.

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

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

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

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1964 OCT 23 AM 9:43

BOOK 157 PAGE 600

Annapolis, Maryland
October 19, 1964

I hereby certify that I have this nineteenth day of October, 1964, sold the property described on the reverse hereof unto LOYOLA FEDERAL SAVINGS and LOAN ASSOCIATION, a body corporate, at and for the sum of FIVE THOUSAND DOLLARS----------($5,000.00)

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

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this nineteenth day of October, 1964, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof at and for the sum of FIVE THOUSAND DOLLARS ($5,000.00), and I/we hereby agree to comply with the terms of sale.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: _____
Wilmer M. Johnson, Vice President

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1964 OCT 23 AM 9:43

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BOOK 157 PAGE 601

In the Matter of the	:	No. Equity
Mortgaged Real Estate of	:	In the Circuit Court
George H. Nicholson and	:	for
Mamie L. Nicholson, his wife	:	Anne Arundel County
	:	

AFFIDAVIT OF PURCHASER(S)

I HEREBY CERTIFY, that on this 19th day of October, 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Wilmer M. Johnson, Vice President of Loyola Federal Savings and Loan Assn., the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) it was not acting as Agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) it had not directly or indirectly discouraged anyone from bidding for the said property.

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

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

WITNESS:

Norwood A. Wienecke

NORWOOD A. WIENECKE

By: Wilmer M. Johnson (SEAL)
Wilmer M. Johnson
Vice President

_____ (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

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In the Matter of the	:	No. 16,608 Equity
Mortgaged Real Estate of	:	In the Circuit Court
George H. Nicholson and	:	for
Mamie L. Nicholson, his wife	:	Anne Arundel County
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from George H. Nicholson and Mamie L. Nicholson, his wife, dated July 12th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1673, Folio 202, said William W. Townshend, Jr., Attorney named in aforesaid mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given the notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Monday, October 19th, 1964, at 11:00 o'clock A.M., and then and there sold the said property to Loyola Federal Savings and Loan Association, at and for the sum of Five Thousand Dollars ($5,000.00), being at that figure the highest bidder therefor, said property described as follows:

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

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1964 OCT 23 AM 9:43

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BEGINNING for the same at a point on the East side of Chalk Point Road, said point being North 9° 51' 40" East, 200 ft. along the last line of the conveyance from Annie Irene Stange to the Mialger Realty Company by deed dated October 27, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 716 Folio 404, and running from said beginning point so fixed with the remaining part of said last line and with part of the North 9° 51' 40" East, 250.15 foot line of the conveyance from said Stange to said Mialger Realty Company by second deed dated May 15, 1952 and recorded among said Land Records in Liber J.H.H. 683, folio 71, North 9° 51' 40" East, 200 ft.; thence leaving Chalk Point Road and crossing the second mentioned conveyance, South 75° 49' 10" East, 517.82 ft. to intersect the South 14° 41' 30" West, 457.10 foot line of the second mentioned conveyance; thence with part of said line and part of the South 14° 41' 30" West, 273.05 foot line of the first mentioned conveyance, South 14° 41' 30" West, 200 ft. to a point, North 14° 41' 30" East, 200 ft. from the end of the last mentioned 273.05 foot line; thence crossing the first mentioned conveyance, North 75° 45' 20" West, 500.97 ft. to the place of beginning. Containing 2.33 acres, more or less, as described from a plat made by J. R. McCrone, Jr., Inc., Registered Professional Engineer and Land Surveyors, dated May 15, 1963, and recorded with Deed in Liber L.N.P. 1673, Folio 199.

BEING the same property conveyed unto George H. Nicholson and Mamie L. Nicholson, his wife, by George C. Heider, Widower, by Deed dated July 12th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1673, Folio 199.

ABOVE property subject to a 15 ft. widening strip along Chalk Point Road, as shown on aforesaid plat.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash

15

deposit of $750.00 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 19th day of October 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

16

ORDER NISI

BOOK 157 PAGE 605

In the Matter of the
Mortgaged Real Estate of
George H. Nicholson and
Mamie L. Nicholson, his wife
versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,608 Equity

Ordered, this 23rd day of October, 19 , That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of November next.

The report states that the amount of sale was $ 5,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

(Final Order) William W. Townshend, Jr., Atty For the Maryland Gazette (Oct. 29th Edition)

In the Matter of the Mortgaged Real
Estate of George H. Nicholson and
Mamie L. Nicholson, his wife
versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

O Bowie Duckett

JUDGE.

FILED

1964 DEC -1 PM 4:22

17

BOOK 157 PAGE 606 OFFICE OF

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,608 EQUITY

In the Matter of the Mortgaged Real Estate of

GEORGE H. NICHOLSON and MAMIE L. NICHOLSON, his wife

Ordered, this 23rd day of October, 1964, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of November next.

The report states that the amount of sale was $5.000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

N-19

No. M. G. 33312

18

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 24, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,608

George H. Nicholson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of November, 1964. The first insertion being made the 29th day of October, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1964 NOV 24 PM 1:24

By H. Pilghman

In the Case of

BOOK 157 PAGE 607

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
GEORGE H. NICHOLSON and MAMIE L. NICHOLSON, his wife

vs.

In the

Circuit Court

For

Anne Arundel County

No. 16,608 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 DEC -3 PM 3:38

All of which is respectfully submitted.

December 3, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 21st day of December, 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 DEC 21 PM 4:21

19

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GEORGE H. NICHOLSON and MAMIE L. NICHOLSON, his wife,

In Acct. with WILLIAM W. TOWNSHEND, JR., Attorney named in Mortgage

					Cr.	
1964, October 19,						
Proceeds of Sale	5,000	00	5,000	00		
Refund 1964 taxes - adj. 10/19/64 to 12/31/64 (169.29)	33	80	33	80		
					5,033	80
To Attorney for fee, viz:	100	00				
To Attorney for commissions, viz:	180	00	280	00		
To Attorney for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	28	00				
Auditor - stating this account	22	50	60	50		
To Attorney for expenses, viz:						
Capital Gazette Press - advertising sale	119	00				
Capital Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	17	00				
Robert H. Campbell - auctioneer's fee	45	00				
Pennsylvania Ins. Co. - bond premium	31	80				
One-half cost documentary stamps	8	25				
Dorothy P. McNew - notary fees	1	50	237	55		
To Loyola Federal Savings & Loan Assn. this						
balance on account of claim filed	4,455	75	4,455	75		
					5,033	80
	5,158	11				
Credit - amount allowed above	4,455	75				
Balance subject to Decree in Personam	702	36				